

STATE OF ALASKA

Department of Corrections Division of Administrative Services Juneau Procurement Section 802 3rd Street, Suite 224 Douglas, AK 99824

Request for Proposals

RFP # 2019-2000-4219

Date of Issue: October 22, 2019

Title and Purpose of RFP:

500 Bed Adult Multi-Custody Level Prison Facility and Program Services

Offerors Are Not Required To Return This Form

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

John Schauwecker Procurement Manager Department of Corrections John Schauwecker Jacob Wyckoff Project Director/Director of Institutions Department of Corrections

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone & Fax Numbers, Deadline for Receipt of Proposals

Offerors must submit an original plus seven (7) copies of their proposal, in writing, to the procurement officer in a sealed package. It must be addressed as set out below.

Department of Corrections Division of Administrative Services Attention: John Schauwecker, Procurement Officer RFP # 2019-2000-4219, Adult Prison Facility 802 3rd Street, Suite 224 Douglas, AK 99824

IMPORTANT: Proposals must be clearly marked on the outside of the sealed package with the RFP number.

Proposals must be received no later than 4:00 p.m., Alaska prevailing time on **November 13, 2019**. Neither faxed nor oral proposals are acceptable.

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

Procurement Officer: All questions and correspondence regarding this request for proposals should be directed to:

John Schauwecker Phone (907) 465-3399 fax (907) 465-2006 TDD (907) 465-3274 email: john.schauwecker@alaska.gov

One RFP is provided by the State at no charge. Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

1.02 Contract Term & Work Schedule

The contract term and work schedule set out herein represent the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by approximately the same number of days. The length of the initial contract will be from approximately December 20, 2019 to June 30, 2022 (31.25 months). The State reserves the right to begin services at a later date (services may begin as late as February 21, 2020. Thereafter, the State reserves the right to exercise options to renew contract services at the sole discretion of the State through June 30, 2025. Any agreements entered into will be subject to the needs of the DOC and upon legislative appropriation of funds.

Unless otherwise provided in this RFP, the State and the successful offeror agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a

month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) 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.

The approximate contract schedule is as follows:

- A. Issue RFP October 22, 2019
- B. Pre-proposal conference A pre-proposal conference is not currently scheduled.
- C. Questions Deadline November 1, 2019
- D. Proposals Due November 13, 2019
- E. Proposal Evaluation Committee completes evaluation by December 6, 2019
- F. State issues Notice of Intent to Award a Contract December 9, 2019
- G. State issues contract December 20, 2019
- H. Contract starts December 20, 2019 (Note: The State reserves the right to negotiate an earlier or later start date, no later than February 21, 2020 if it is in the best interests of the State).
- I. First contractor work period approximately December 20, 2019 June 30, 2022
- J. Second period of performance (if State exercises option to renew) July 1, 2022 June 30, 2023
- K. Third period of performance (if State exercises option to renew) July 1, 2023 June 30, 2024
- L. Final period of performance (if State exercises option to renew) July 1, 2024 June 30, 2025

1.03 Purpose of the Request for Proposal (RFP)

The Department of Corrections, Division of Institutions is soliciting proposals for a facility and services to accommodate a prison population of up to 500 male multi custody level prisoners, with expansion potential to 750 or more. The preference is for a single facility contract. If that is not possible, multiple facilities will be considered with specific parameters discussed in Section 4. If that is not possible, submitting proposals for less than the total number of beds is acceptable, but must

be a minimum of 250 beds with specific parameters discussed in Section 4. Proposals that are less than 250 beds will be non-responsive. Each facility must have the requisite jobs, recreation and programs.

The custody levels of the prisoner population are Close, Medium and Minimum as defined by the Alaska DOC classification system. Some offenders may have chronic medical and or/ mental health issues and/or may be sex offenders.

1.04 Budget

The Department of Corrections, Division of Institutions, will fund this contract through the population management appropriation. The more general appropriation includes many other cost allocations and does not specifically identify funds for these beds. Services and costs will vary accordingly and are subject to initial and continued Legislative funding.

1.05 Location of Work

The work is to be performed, completed and managed at a facility/facilities provided by the contractor in the United States. The State will not provide workspace for the contractor. The contractor must include in their price proposal costs for all staff, prisoner transport to and from designated airport close to the facility, food, prisoner medical and mental health treatment, education, counseling, and employment and opportunities, etc., as described in this RFP, attached draft contract, and RFP attachments.

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

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

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

1.06 Assistance to Offerors with a Disability

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

1.07 Required Review

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

The DOC policies and procedures referenced within this document are available for review on the DOC web site at: <u>http://www.correct.state.ak.us/corrections/pnp/policies.jsf</u> or paper copies may be obtained by contacting the Contracting Officer listed in Section 1.01.

1.08 Questions Received Prior to Opening of Proposals

All questions must be received by 4:30 p.m. on <u>November 1, 2019</u> and must be in writing (emailed, mailed or faxed) and directed to the procurement officer (name and contact information in section 1.01). Telephone conversations must be confirmed in writing by the interested party. The receipt of questions must be at least 10 days before the due date of proposals. The procurement office shall issue, in writing, to all prospective offerors any necessary clarification or amendment to the RFP. If appropriate, the proposal due date will be extended for a reasonable period to allow offerors to modify their proposals. Individual oral explanations or instructions will not be considered binding.

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.

1.09 Amendments to the RFP

If an amendment is issued it will be posted on the State of Alaska's "Online Public Notice" web site. This page can be accessed from the State's homepage at <u>http://www.state.ak.us</u>. Notice will be provided to those who have registered with the procurement officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.10 Alternate Proposals

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830, alternate proposals (proposals that offer something different than what is asked for) will be rejected.

1.11 Right of Rejection

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision, may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended offeror shall be rejected.

1.12 State Not Responsible for Preparation Costs

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

1.13 Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued. Offeror should use Attachment 6 to declare proprietary data in the proposal.

1.14 Subcontractors

Subcontractors may be used to perform work under this contract under certain conditions. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the specific tasks and portions of the work the subcontractors will perform. Subcontracting shall not in any way relieve the contractor of responsibility for the professional and technical accuracy and adequacy of the work and compliance with the contract.

If current contracts are in place between the offeror and subcontractors for services currently being performed, copies of the contracts must be included in the proposals.

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

- A. complete name of the subcontractor,
- B. complete address of the subcontractor,
- C. type of work the subcontractor will be performing,
- D. percentage of work the subcontractor will be providing,

- E. evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid Alaska business license, if applicable, and
- F. a written statement, signed by each proposed subcontractor verifying that the subcontractor is committed to render the services required by the contract.
- G. Criminal history/background checks

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

Subsequent to the contract being awarded, the Contractor must obtain prior written approval of any change in subcontractors and any new subcontracts. The contractor is required to give the State prior notice with regard to its intent to subcontract certain significant contract requirements including, but not limited to credentialing, utilization review, and claims processing.

Subcontracts must:

- A. include the reimbursement rates and risk assumption, if applicable
- B. include a provision that authorizes representatives of the Alaska DOC have reasonable access to facilities and records for fiscal and medical audit purposes
- C. require that prisoner information be kept confidential, as defined by state law
- D. include a provision for the subcontractor to release any information necessary to perform any of its obligations
- E. ensure that subcontractors agree to hold harmless the Alaska DOC in the event that the CONTRACTOR cannot or will not pay for services performed by the subcontractor pursuant to the subcontract. The hold harmless provision shall survive the effective termination of the contractor/subcontractor contract for authorized services rendered prior to the termination of the contract, regardless of the cause giving rise to termination and shall be construed to be for the benefit of the prisoners.
- F. require the subcontractors to maintain all records relating to services provided to prisoners for a three (3) year period and shall make all prisoner's medical records available for the purpose of quality review conducted by the State or is designated agents;

1.15 Joint Ventures

Joint ventures will not be allowed.

1.16 Offeror's Certification

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

- A. The laws of the State of Alaska and any regulations issued there under,
- B. The applicable portion of the Federal Civil Rights Act of 1964 and the regulations issued thereunder,

- C. The Equal Employment Opportunity Act and the regulations issued there under by the federal government,
- D. The Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government, (the cost of compliance will be the responsibility of the Contractor),
- 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 their offers will remain open and valid for at least 150 days (from the proposal due date),
- 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,
- I. By placing their signature on their proposal, proposers certify that their activities and proposal meets the provisions of the Federal Government's "Certificate of Independent Price Determination", FAR 52.203.2 (copy in attachments), and
- J. The budget information submitted in the proposal is accurate, true and correct

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

1.17 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., employed by the State of Alaska or has a relative under the supervision of the Alaska Department of Corrections) and, if so, the nature of that conflict. The Commissioner, Department of Corrections, or designee, reserves the right to 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.

1.18 Right to Inspect Place of Business

The CONTRACTOR shall provide the State of Alaska DOC, and any other legally authorized governmental entity, the right to enter at all reasonable times the CONTRACTOR'S premises or other places where work under this contract is performed to inspect, monitor or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this contract. The CONTRACTOR shall provide reasonable facilities and assistance for the safety and convenience of the persons performing those duties (e.g. assistance from CONTRACTOR staff to retrieve and/or copy materials. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with the work being performed under this contract. All inspections or audits shall be conducted in a manner to not unduly interfere with the performance of CONTRACTOR'S or any subcontractors activities. The CONTRACTOR shall be given 10-20 working days to respond to any findings of an audit before the State shall finalize its findings. All information so obtained will be accorded confidential treatment as provided under applicable law.

1.19 Solicitation Advertising

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

1.20 News Releases

News releases or other public disclosures related to this RFP will NOT be made without prior approval of the Commissioner of Corrections, and then only in coordination with the project director.

1.21 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.

1.22 Federal Requirements

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

1.23 Lobbying

The contractor shall not utilize any funds (except profit factors) generated from any contract awarded as a result of this RFP for lobbying activity.

1.24 Right to Cancel RFP

The state retains the right to cancel this Request for Proposal in accordance with AS 36.30.350.

1.25 Assignment

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

1.26 Disputes

Any dispute arising out of this agreement will be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the First Judicial District of Alaska.

1.27 Right to Audit Expenditure of State Funds

At reasonable times, the State reserves the right to audit all financial records, expenditures, and costs related to this contract. When the State performs an audit, the contractor must provide reasonable assistance in providing the required information. Failure to provide the required information within 30 days is a breach of the contract resulting from this RFP and the contractor will be in default of the contract. Any such default may result in the loss of the entire contract, and may result in the contractor being considered as a non-responsive bidder for future State of Alaska solicitations.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 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 150 days from the opening date.

2.02 Pre-proposal Conference - Not used

2.03 Site Inspection

The State may conduct on-site visits as part of the proposal evaluation process. The purpose would be to evaluate the offeror's capacity to perform the contract and to evaluate the facility proposed. An offeror must agree, at risk of being found non-responsive and having their proposal rejected, to provide the State reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the procurement officer and at the State's expense.

2.04 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline 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.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.11 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 form the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- A. 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
- B. 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.

2.06 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 are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.07 Discussions with Offerors

The State may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC12.290. The purpose of these discussions will be to ensure full understanding of the

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

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

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

2.08 Prior Experience & Mandatory Qualifications

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

- A. The site shall be of adequate size for the facility; have availability of fire protection and law enforcement assistance; have a hospital facility within a reasonable distance (no more than a one-hour drive under normal driving conditions) and be a reasonable distance from a major airport (no more than a two hour drive under normal driving conditions). The designated airport shall be able to accommodate commercial aircraft capable of transporting up to 120 individuals and their personal property.
- B. The offeror must have at minimum of one year of successful operation of a 500 bed prison if proposing a single facility with multi-custody levels, or the offeror must have at minimum of one year of successful operation of multiple facilities totaling 500 prison beds if proposing a multiple facility solution with multi-custody levels or the offeror must have a minimum of one year of successful operation of a 250 bed prison if proposing a single facility for less than 500 beds with multi-custody levels.
- C. The Chief Administrator, Warden or Superintendent must be approved by the DOC Director of Institutions.
- D. The facility must have building structures and security systems sufficient to house all designated custody levels including segregated prisoners. When there is a question by the DOC as to the strength or security of facility components (i.e. walls, glass, ceilings, ventilations systems, fences), the DOC may require the Contractor to demonstrate that the facility components and systems in question meet the minimum requirements in DOC P&P 1208.19.
- E. If statutes of the state in which the facility/facilities reside prohibit certain custody levels, this must be discussed in the offeror's proposal. The security systems of all facilities must be adequate to meet the level of custody of prisoners to be held.

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

2.09 Evaluation of Proposals

The procurement officer, or an evaluation committee made up 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 Six of this RFP.

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.

2.10 Vendor Tax ID

A valid Vendor Tax ID number (EIN) for the firm or individual must be submitted to the issuing office with the proposal or within five days of the State's request.

2.11 F.O.B. Point

Not applicable

2.12 Alaska Business License & Other Required Licenses

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

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

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

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

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

2.13 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of General Service's** web site: http://doa.alaska.gov/dgs/pdf/pref1.pdf

- Alaska Products Preference AS 36.30.332
- Recycled Products Preference AS 36.30.337
- Local Agriculture and Fisheries Products Preference AS 36.15.050
- Employment Program Preference AS 36.30.321(b)
- Alaskans with Disabilities Preference AS 36.30.321(d)
- Alaska Veteran's Preference AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

2.14 5 Percent Alaskan Bidder Preference – 2 AAC 12.260 & AS 36.30.170

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

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

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

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

2.15 5 Percent Alaska Veteran Preference AS 36.30.175

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

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

Alaska Veteran Preference Statement

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

2.16 Formula Used to Convert Cost to Points – AS 36.30.250 & 2 AAC 12.260

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 through the method set out below. In the generic example below, cost is weighted as 70% of the overall total score. The weighting of cost may be different in your particular RFP. See Section Five to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

Offeror #1	-	Non-Alaskan Offeror	\$40,000
Offeror #2	-	Alaskan Offeror	\$42,750
Offeror #3	-	Alaskan Offeror	\$47,750

[STEP 2]

Convert cost to points using this formula.

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] = POINTS (Cost of Each Higher Priced Proposal)

The RFP allotted 70% (70 points) of the total of 100 points for cost.

Offeror #1 receives 70 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, 70 points.

Offeror #2 receives 65.5 points.

\$40,000	х	70	=	2,800,000	÷	\$42,750	= 65.5
LOWEST C	OST	MAX	K POI	NTS		Offeror #2	POINTS
		ADJUSTED BY					
		THE APPLICATION OF					

ALL APPLICABLE PREFERENCES

Offeror #3 receives 58.6 points.

\$40,000 70 2,800,000 \$47,750 58.6 Х = = ÷ LOWEST COST MAX POINTS Offeror #3 POINTS ADJUSTED BY THE APPLICATION OF ALL APPLICABLE PREFERENCES

2.17 Alaskan Offeror's Preference – AS 36.30.250 & 2 AAC 12.260

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

EXAMPLE

Alaskan Offeror's Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

100	х	10% =	10
Total Points		Alaskan Offerors	Number of Points
Available		Percentage Preference	Given to Alaskan Offerors
		6	Under the Preference

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors; Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaskan Offeror's 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. Their scores at this point are:

Offeror #1 - 89 points Offeror #2 - 80 points Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

Offeror #1 - **89 points** Offeror #2 - **90 points** Offeror #3 - **98 points**

Offeror #3 is awarded the contract.

2.18 Contract Negotiations

2AAC 12.315 Contract Negotiations. After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. The option of whether or not to initiate contract negotiations rests solely with the State. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of

proposals.

If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the DOC administrative offices in either Anchorage or Juneau, Alaska. The exact location will be determined at a later date.

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

2.19 Failure to Negotiate

If the selected offeror;

- A. fails to provide the information required to begin negotiations in a timely manner; or
- B. fails to negotiate in good faith; or
- C. indicates they cannot perform the contract within the budgeted funds available for the project; or
- D. (if the offeror) and the State, after a good faith effort, simply cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

2.20 Notice of Intent to Award (NIA) - Offeror Notification of Selection

After the completion of contract negotiations the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

2.21 Protest

AS 36.30.560 provides that an interested party may protest the content of the RFP. An interested party is defined in 2 AAC 12.990(a)(7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract." If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract. If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received in writing by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- A. The name, address, and telephone number of the protester;
- B. The signature of the protester or the protester's representative;
- C. Identification of the contracting agency and the solicitation or contract at issue;

- D. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- E. 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 will contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax, or another method that provides evidence of receipt.

All offerors will be notified of any protests. 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."

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a firm fixed price contract, based upon a per diem rate per filled bed per day.

3.02 Contract Approval

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.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (Form 02-093/Appendix A) or a comparable contract document approved by Alaska Department of Law. 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 Alaska Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

Unless otherwise specified in the contract, the requirements and specifications set forth in this RFP and the successful proposal will be incorporated into the contract, and will be binding upon the Contractor. In any case in which these differ, the contract and then the RFP in that order, shall take precedence over the proposal submitted by the contractor.

3.05 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.

3.06 Insurance Requirements

The Contractor must provide proof of insurance prior to contract approval.

The Contractor must secure the insurance coverage required by the State in Appendix B2 – Attachment 7.3. The coverage must be satisfactory to the Department of Administration, Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

3.07 Bid Bond – Performance Bond – Surety Deposit

Not used.

3.08 Utilities

All utilities are the responsibility of the contractor.

3.09 Contract Funding

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

3.10 Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule at rates established in the contract. The State will pay for actual beds filled (per diem basis), not for total beds allowed in Contract unless all beds are filled. Each billing must consist of an itemized invoice. No payment will be made until invoices have been approved by the Director of Institutions, or designee. All billings should be submitted timely and reference the RFP and contract number.

Upon determination that a portion or the entire invoice is incorrect, the Contractor shall receive written notice from the DOC Director of Institutions, or designee, of the amount of the billing or portion thereof that is in dispute and stating the reasons for the dispute. That portion of or entire invoice shall not be processed for payment until after resolution of the dispute.

3.11 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Corrections, or designee, and the invoices have been approved by the Director of Institutions, or 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. (Clarification: This sentence refers to direct payment by the state; however, it is expected that offerors include their taxes in the proposal budget and incorporate these costs into their per bed contract cost.) All costs associated with the contract must be stated in U.S. currency.

In the event of an error that causes payment(s) to the Contractor (or benefits to others) to be issued in error, the Contractor shall reimburse the State within thirty (30) days of written notice of such error for the full amount of the payment. Interest shall accrue at the statutory rate upon any amounts not paid and determined to be due after the thirtieth (30th) day following the notice.

3.12 Informal Debriefing

When the contract is completed, an informal debriefing may be requested by the Contractor and performed at the discretion of the Director of Institutions, or designee. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.13 Contract Personnel

Any change of the key project team members named in the proposal must be approved, in advance and in writing, by the Director of Institutions. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract. Contractor proposing on multiple facilities will need to have these key positions for each facility. Project team members include key positions such as:

- Company Chief of Operations
- Facility's Chief Administrator
- Chief of Security
- Food Services Director
- Health Services Director (or Administrator)

- Program Manager
- Any other key position.

The Department of Corrections, Director of Institutions, or designee, reserves the right to disallow the use of any individual (under the terms of any contract awarded as a result of this RFP) whose performance or conduct is not acceptable to the Department.

3.14 Specification of Audit Criteria and Corrective Action Procedures

The contractor is responsible for the performance and completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Director of Institutions/ designee. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The DOC or its representatives will be afforded unlimited access to all areas of the facility for the purposes of auditing its operations or for any other official purposes as described in the Contract not limited to but including:

A. The State may audit the books of a contractor or a subcontractor to the extent that the books and records relate to the performance of the contract or subcontract. Books and records shall be maintained by the contractor for a period of three years after the date of final payment under the prime contract, and by the subcontractor for a period of three years after the date of final payment under the subcontract, unless a shorter period is authorized in writing by the commissioner. The Department of Corrections, Commissioner or designee, will conduct periodic financial audits of each facilities financial records pertaining to the funds and services of this contract. The DOC may choose an independent auditor(s) to perform the audits and will provide the auditing criteria, which will be based upon standard accounting practices. The cost of these audits shall be borne by the state.

<u>Original medical requests must be retained in the permanent medical record which will be</u> <u>sent back to AK DOC when the prisoner is returned.</u>

- B. Program audits and contract compliance monitoring audits shall be conducted as deemed necessary by DOC designated staff. Custody, security, health care, program administration, and physical plant audits shall be conducted to determine compliance with DOC required standards. The DOC shall designate an employee or contracted compliance monitor to conduct such program and facility audits as deemed appropriate. DOC uses an audit instrument available for review in a separate document (Attachment 12).
- C. The Contractor shall receive official written notice as to the areas of non-compliance discovered in the audit process, or otherwise, within ten (10) days of the Director of institution's receipt of the information regarding non-compliance. The Contractor shall submit, for approval, a corrective action plan to the Director of Institutions within ten to twenty (10-20) days of notice of non-compliance which will provide for the correction of areas of non-compliance within thirty to ninety (30-90) days. The specific time for the submission of the corrective action plan, and for the corrective action to be completed, will be at the discretion of the Director or Compliance Monitor and designated in the notice of non-compliance. The Director shall review and either concur with the plan or notify the Contractor that the plan is rejected within ten (10) days of receipt. If the Director rejects the corrective action plan, the Director shall specifically identify the corrective action to be taken and the time frame for completion.
- D. If the DOC Director of Institutions/designee determines that the Contractor is not operating in compliance with a term or condition of the Contract which in the opinion of the Director may seriously and immediately adversely affect the security of the Facility or present a

hazard to the safety or health of Prisoners or other individuals, Contractor shall be notified in writing, or verbally if it is believed an emergency situation exists, and the Contractor shall immediately correct the noncompliance as specified by the Director.

E. If the Contractor disagrees with a finding of non-compliance, or the Director's rejection of the corrective action plan, written appeal must be filed with the Director within five (5) days of the Contractor's receipt of the notice of non-compliance. The Director shall respond to the appeal within five (5) days of receipt.

A second and final level of appeal may be made to the DOC Commissioner.

- F. The Contractor's failure to implement the approved corrective action plan shall be considered breach of contract and subject the Contractor to remedies as described in Section 3.16.
- G. The corrective action plan process will not be followed in the event of a successive instance of non-compliance where the corrective action process has been completed and the State is entitled to immediately declare breach and require the withholding of payments or payment of damages.

3.15 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.

3.16 Breach and Withholding of Payments in the Event of a Breach

A. Breach

- 1. A party shall be deemed to have breached the Contract if any of the following occurs:
 - a. Failure to correct non-compliance with the Contract in accordance with a corrective action plan;
 - b. Failure to perform, or partial performance of any term or provision of the contract; and
 - c. Any act prohibited or restricted by the Contract.
- 2. In the event of Breach by Contractor, the State shall have available the following remedies as described further herein:
 - a. Actual damages and any other remedy available at law or equity;
 - b. Withholding of Payments in the Event of a Breach;
 - c. Partial Default, and/or
 - d. Termination of the Contract.
- 3. In the event of Breach by Contractor, the Director shall provide Contractor written notice of the Breach within ten (10) days of the discovery of the breach or the failure of the Contractor to correct non-compliance in accordance with a corrective action

plan. No cure period will be provided except for the corrective action plan process described in Section 3.14 above. In the event Contractor disagrees with the Director's determination of Breach, Contractor shall notify the Director in writing within seven (7) days. The decision by the Director shall be final and binding. In the event herein. Withholding of payments shall commence on the date the failure to perform began which will be called the date of the Breach.

B. State Breach

- 1. In the event of Breach of Contract by the State, Contractor shall notify the State in writing within thirty (30) days of any Breach of contract by the State. Said notice shall contain a description of the Breach. The State shall be afforded a forty-five (45) day period in which to effect a cure or in which to take reasonable steps to effect a cure; provided, however, that if the alleged Breach concerns the State's failure to make payment under this Contract, the State shall have sixty (60) days after the notice to effect a cure unless the payment is the subject of a dispute between the parties.
- 2. With the exception of the provisions contained in subsection 3-b herein, in no event shall any Breach on the part of the State excuse Contractor from full performance under the Contract.
- 3. In the event of Breach by the State, Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by Contractor to give the State written notice and opportunity to cure as described in this Section operates as a waiver of the State's Breach.
 - a. Failure by Contractor to file a claim before the appropriate forum in Alaska with jurisdiction to hear such claim within one (1) year of the notice described in subsection (a) shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by Contractor.
 - b. In the event the State fails to make any payment due under the contract within the cure period specified herein and the amount not paid exceeds one hundred thousand dollars (\$100,000.00), Contractor may terminate the contract upon 90 days prior written notice to the Commissioner, provided, however, Contractor may terminate the Contract only upon the State's failure to pay an amount which is not in dispute.
- C. Withholding of Payments in the Event of a Breach
 - 1. In the event of a Breach by Contractor described in this section and in addition to other specified remedial actions, the DOC may exercise its right to withholding of payments should the contractor substantially fail to satisfy or perform the contract duties and obligations. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect and/or improper activities, failure to fill critical positions, etc. The DOC may withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed. The DOC may deny payment for those services or obligations which have not been performed or, if performed, would be of no value to the DOC.
 - 1. The State shall notify Contractor in writing of the amounts to be withheld within thirty (30) days of declaration of breach.
 - 2. The State may continue to withhold the payments or a portion thereof until Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract.

- 3. The State is not obligated to withholding of payments before availing itself of any other remedy.
- 4. The State may choose to discontinue withholding of payments and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said penalties previously withheld except in the event of a Partial Default.
- 5. If Contractor fails to fill a position as required or within the specified time-frame, the withholding of payments shall be equal to one and one-half $(1\frac{1}{2})$ times the daily value of the salary and benefits for the position for each day the position is not filled.
- D. Partial Default
 - 1. In the event of a Breach by Contractor, the State may declare a Partial Default.
 - 2. If Contractor fails to cure the Breach within the time period provided in the corrective action plan described in Section 3.14 above, then the State may declare a Partial Default and provide written notice to Contractor of the following:
 - a. The date upon which Contractor shall terminate providing the service associated with the Breach; and
 - b. The date the State will begin to provide the service associated with the Breach.
 - 3. In the event the State declares a Partial Default, the State may withhold from the amounts due Contractor the greater of:
 - a. Amounts which would be paid Contractor to provide the defaulted service
 - b. The cost to the State of providing the defaulted service, whether said service is provided by the State or a third party
 - c. Any other damages associated with the Breach.
 - 4. To determine the amount the Contractor is being paid for any particular service, the State shall review the Contractor's budget. The Director shall make the final and binding determination of said amount.
 - 5. The State may also assess withholding of payments against Contractor pursuant to Section 3.17 (C) for any failure to perform which ultimately results in a Partial Default.
 - 6. Upon Partial Default, Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
 - 7. Contractor agrees to cooperate fully with the State in the event of a Partial Default.
- E. Termination
 - 1. In the event of a Breach by Contractor, the State may terminate the contract immediately or in stages.

- 2. Contractor shall be notified of the termination in writing signed by the Commissioner. said notice shall hereinafter be referred to a Termination Notice.
- 3. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that Contractor shall cease operations under this Contract in stages.
- 4. Contractor agrees to cooperate with the State in the event of termination.
- 5. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity.
- 6. In the event of a termination, Contractor shall be liable to the State for any and all damages incurred by the State including but not limited to transportation of Prisoners, activation of the National Guard or any other state agency, expenses incurred by the State to staff the Facility, and any and all expenses incurred by the State to incarcerate the Prisoners which exceed the amount the State would have paid Contractor under this Contract.

3.17 Partial Takeover

- A. The State may, at its convenience and without cause, exercise a partial takeover of any service which Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial takeover shall not be deemed a Breach of Contract by the State.
- B. Contractor shall be given at least thirty (30) days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption.
- C. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract.
- D. The State may withhold from amounts due Contractor the amount Contractor would have been paid to deliver the service as determined by the Commissioner. The amounts shall be withheld effective as of the date the State assumes the service.
- E. Upon Partial Takeover, Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- F. Contractor agrees to cooperate with the State in the event of partial takeover.

3.18 Termination Due to Unavailability of Funds or Court Order.

The payment of money by the State under any provisions hereto is contingent upon the availability of funds appropriated to pay the sums pursuant to this Contract. In the event funds for this Contract become unavailable due to non-appropriation, or if the State is ordered not to transfer Prisoners to Contractor by a court of competent jurisdiction, the State shall have the right to terminate this Contract without penalty, upon the State retaking all Prisoners from Contractor and payment of all amounts due under the Contract.

3.19 Termination

A Contractor's failure to comply with any of the terms and conditions of this RFP and contract may result in a default action by the State after a thirty (30) calendar day written notice to cure the problem that had produced the apparent default.

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

This clause does not restrict the State's termination rights under the contract articles or provisions of Appendix A, if used.

3.20 Contract Changes – Anticipated Amendments

The Department anticipates that it may be in the State's best interest to extend the contract for additional periods of service beyond the initial firm term. If the State exercises this option, the extension will be within the maximum period allowable under administrative authority # 2019-2000-4219.

The State may also increase or decrease the provision for these services, depending on the needs of the department and upon the funding available. Any changes in work requirements will be within the scope of work specified in the RFP and contract and will be approved through the required amendment procedures. All changes must be in writing. Verbal agreements are not binding.

Increases are not anticipated to exceed <u>100%</u> of the contract amount in any given year due to increases in the number of incarcerations in the State of Alaska facilities or events of an emergent nature. Any increase in a particular fiscal year may or may not be carried forward into subsequent fiscal years, depending on the needs of the Department.

3.21 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 contract. When additional work is required, the Director of Institutions, or designee, will provide the contractor a written description of the additional work and request for 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 Director of Institutions, or designee, 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 designee. All changes must be in writing. Verbal agreements are not binding.

3.22 CPI Adjustment of Per Diem

Contract per diem rates will remain firm through the initial term ending June 30, 2022. Sixty (60) days prior to the end of the initial term and each contract renewal thereafter (each July 1), the Contractor shall prepare a line item estimate of the expenses of the Facility. If the contract is renewed, the Department of Corrections will consider an inflation adjustment to the bed rate at the start of the first renewal period. Price adjustments must be requested by the Contractor in writing at

least 60 days prior to the adjustment date. If a contractor fails to request a CPI price adjustment 60 days prior to the adjustment date, the adjustment will be effective 60 days after the State receives their written request.

Price adjustment will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, All Items, The State will reasonably consider requests for CPI price adjustments. Adjustments will be calculated in accordance with the percentage change in the US Department of Labor Consumer Price Index (CPI-U) for the State the contracted facility is located in. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (July through December 2019) and each July through December 202X six-month average thereafter.

The State reserves the right to negotiate the final CPI price adjustment.

3.23 Contract Extension

Unless otherwise provided in this contract, the State and the Contractor agree:

Excluding any exercised renewal options, the State may extend the term of this contract by written notice to the contractor no later than 30 days before the expiration of the contract, in order to:

- A. Complete negotiations between the state and current or new provider of these services; complete legal requirements for a 10 day protest period after a Notice of Intent to Award is issued and before a contract is signed, or; prevent a lapse in service for number of beds contracted at this facility.
- B. Notification under this clause does not commit the State to an extension.
- C. The State may require continued performance of any services within the limits and at the rates specified in the contract if the state exercises this option.
- D. The State agrees to make a good faith effort to limit the duration of this option if it is invoked.
- E. If the State exercises this option, the extended contract shall continue to include this provision.

3.24 Transition at End of Contract

The Contractor agrees to assist the Department and any subsequent provider in facilitating the transition between providers in the event of termination or completion of this contract. This includes extensions of this agreement at current rates to cover transition periods. This agreement is a condition precedent to the Contractor's right to receive any final payment of funds under this contract.

3.25 Contract Invalidation

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

3.26 Performance Standards

The Department reserves the right to evaluate (or audit) the services being provided by the Contractor under the terms of a contract awarded as a result of this RFP. The Contractor will be responsible for developing a plan of action to address any areas of concern raised through an evaluation process. The action plan MUST be approved by the Director of Institutions, or designee. The Department reserves the right to refuse contractor utilization of any individual whose standards of performance are not acceptable to the Department.

3.27 Investigation & Litigation

Contractors are obligated to notify the Director of Institutions, or designee, 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.

3.28 Licensing Requirements

The Contractor must ensure, at no cost to the State that all persons working under the terms of the contract meet and maintain any and all legal requirements for occupational and all medical licensing. This shall also include all continuing education requirements.

3.29 Records

The records and other information compiled by the Contractor in accordance with the duties and responsibilities of this RFP shall be the property of the Department of Corrections. Copies of such records shall be provided to the Department within a reasonable period, upon request. This requirement is mandatory irrespective of any payment due to the Contractor for service provision.

See also the Inmate Health Care Section regarding medical records.

3.30 Research

Any research conducted under the terms of the contract must receive prior written approval by the Commissioner of Corrections, or designee. A written description of the research project must be submitted prior to consideration for approval. In addition, all research projects must comply with the provisions of Policy and Procedure 501.01.

3.31 Format of Reports and Data

If requested, the contractor will be expected to provide timely electronic reports and data in a format compatible with the department's systems and formats, and it will be the contractor's responsibility to create the data files. This includes data entry and the development of any automated information system that interfaces with the contractor's information systems or data entry software needed for this purpose.

The DOC's medical staff shall have access to the electronic medical records of the contractor or subcontractor providing medical, mental health or dental services to Alaska prisoners.

The DOC's electronic inmate information system utilizes open architecture that is Java based and Web enabled. It is preferred that the Contractor be able enter data into the Alaska Corrections Offender Management System (ACOMS) however, it is not required. The contractor can use their current offender management system and transmit the data to the DOC in a format acceptable to

the DOC for DOC staff to enter the information into the ACOMS system. If an electronic medical records system is developed by the DOC, the contractor's medical staff may have access and or be required to utilize the system.

3.32 Legal Proceedings

Confinement by the Contractor shall not deprive any prisoner of a legal right which he would have if confined in a State of Alaska managed facility.

The State of Alaska will defend any post conviction action, including appeals and writs of habeas corpus, by any prisoner in an Alaskan Court challenging the underlying judgment of conviction or the administration of the sentence imposed at no cost to the Contractor. The State will defend a prisoner challenge to placement within the facility or at any facility.

The Contractor will defend, at its expense any actions filed against it by a prisoner challenging the services provided under this contract

3.33 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.

3.34 Intellectual Property

The Contractor warrants that all materials produced hereunder shall be of original development by Contractor, or have licensing agreements which allow for use of materials for the term of this contract and shall be specifically developed for the fulfillment of this Agreement and shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Contractor shall indemnify and hold the State harmless from and against any loss, cost, liability, or expense arising out of breach or claimed breach of this warranty.

3.35 Excusable Delays

The Contractor shall be excused from performance hereunder for any period that it is prevented from performing any services hereunder in whole or in part as a result of an act of God, war, civil disturbance, epidemic, court order, or other cause beyond its reasonable control, and such nonperformance shall not be a default or ground for termination of the Agreement.

3.36 Prohibition of Bribes, Gratuities & Kickbacks

Pursuant to Alaska Statute 39.52, the receipt or solicitation of bribes, gratuities and kickbacks is strictly prohibited. No elected or appointed officer or other employee of the State of Alaska shall benefit financially or materially from this Agreement. No individual employed by the State of Alaska shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The Contractor agrees not to employ any contract monitor or public officer who personally participated in the negotiation, implementation, or enforcement of the terms of this contract for a period of two years as provided by AS 39.52.180.

3.37 No Third Party Benefit

This contract shall benefit and burden the parties hereto in accordance with its terms and conditions, and is not intended, and shall not be deemed or construed, to confer any rights, powers, benefits, or privileges on any person or entity other than the parties to this Contract. This Contract

is not intended to create any rights, benefits, liberty interests, or entitlements in favor of any prisoner. The Contract is intended to only set forth the contractual rights and responsibilities of the contracting parties.

3.38 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 of federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the State of Alaska, Department of Corrections Commissioner, 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.

DOC will acknowledge other time frames for disclosure based on legal requirements.

The contractor shall become Alaska certified with FBI Criminal Justice Information Services (CJIS) Security Policy and CJIS Systems Agency (CSA). Any staff member to have direct or indirect access to DOC Criminal Justice information (CJI) shall, in accordance with 13 AAC 68.215, undergo a state of residency and an FBI Nationwide fingerprint background check; to be completed through DOC CJIS Unit. This is required to allow access to and/or handling of physical and electronic files.

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 subpoen or other legal process and which as a result becomes lawfully obtainable by the general public.

SECTION FOUR SCOPE OF WORK

4.01 Introduction and Background Information

The Department of Corrections, Division of Institutions is soliciting proposals for a prison facility and services to accommodate an inmate population of up to 500 male multi-custody level prisoners, with expansion potential to 750 or more. If that is not possible, a proposal with multiple facilities will be considered with specific parameters discussed in herein. If that is not possible, the Department welcomes proposals for less than 500 beds, but the facility must be a minimum of 250 beds with specific parameters discussed herein. Proposals submitted must identify the maximum number of beds available and specify the custody levels they will accept. However, offerors must accept at least the custody levels identified below. Proposals utilizing multiple facilities must offer facilities that accommodate a minimum of 100 beds to achieve 500 beds, or they will not be accepted. Proposals for less than 500 beds, must be a facility with a minimum of 250 beds or they will not be accepted.

The Department's preference is to house prisoners in a single facility. If an offeror cannot accommodate 500 prisoners in a single facility due to a legitimate reason such as the size of the facility or statutory restrictions regarding custody level, multiple facilities may be considered under the following conditions:

- Facility must hold a minimum of 100 prisoners;
- Facilities must be within the same State;
- Facilities should be within 1 hour of a JHACO certified hospital;
- Facilities should be within 2 hours of an airport;
- The per diem rate is the same for all facilities; and,
- Each facility must provide the same requirements as described in the RFP e.g. requisite jobs, recreation and the various programs.

The Department welcomes proposals for less than the total number of beds of 500, but the facility must be a minimum of 250 beds due to a legitimate reason such as the size of the facility or statutory restrictions regarding custody level may be considered under the following conditions:

- Facility must hold a minimum of 250 prisoners;
- Facility must be within the same State;
- Facility should be within 1 hour of a JHACO certified hospital;
- Facility should be within 2 hours of an airport and,
- Facility must provide the same requirements as described in the RFP e.g. requisite jobs, recreation and the various programs.

All prisoners are sentenced felons. The custody levels of the prisoner population are Close, Medium and Minimum, as defined by the Alaska DOC classification system. Custody levels and respective housing requirements are defined in ACA 4.4131 and 4.4132. Some offenders may have chronic medical and or/ mental health issues and/or may be sex offenders. The Contractor may refuse to take specific prisoners and or transfer them back to Alaska only if prior written approval is obtained from the Director of Institutions.

In determining which prisoners may be sent to the contract prison, the DOC reviews the eligibility criteria of prisoners.

If a prisoner is reclassified at the contract facility, it is DOC's preference that the facility has the ability to hold the prisoner. See Section 4.07.F.5 – Prisoner Management Practices.

The facility must meet the needs of the State to meet its goal of providing

- A safe and secure environment,
- Correctional services utilizing the unit team management,
- Reentry preparation that includes the integration of jobs, treatment and education.

The DOC will pay under the resulting contract the negotiated per diem rate for the number of occupied beds. Should the DOC require additional beds (and exceed 500), negotiations will commence with the Contractor to establish the rate for those beds.

The ramp-up of inmates will begin as soon as the contracted facility is ready and available. The ramp-up will proceed as frequently as planes are available to move the prisoners. Ideally, at least one plane per week is the goal. DOC anticipates the transport of offenders taking between 4-8 weeks. If planes are not available on that schedule, it could take longer.

4.02 Facility Requirements

A. General Statements

The facility must be in full compliance with applicable zoning ordinances and applicable building, fire, and life safety codes. ACA standards must be met in all areas.

The facility must provide external security in the form of wall and/or double fence, razor wire, detector devices, patrol, and/or towers. Housing units and wet cells must be lockable. Housing may be in for form of cells, rooms, or dormitories with secure windows. The facility must have an on-site infirmary.

The facility must be non smoking for staff and prisoners.

The facility should be within two hours of an airport capable of landing and servicing a plane transporting up to 120 inmates, their property, several officers and crew members. The DOC may disallow a proposed facility that requires a plane change and/or overnight accommodations in order to transport prisoners.

The airport servicing the proposed facility must accommodate commercial passenger type planes such as a large turbo-prop, 727, 737, etc. DOC frequently contracts with the U.S. Marshals jet which transports up to 120 offenders.

The facility should be within one hour of a JHACO certified hospital.

B. Safety, Sanitation and Health Standards/ Life Safety

The Contractor shall ensure that safety, sanitation, and health standards are maintained at all times for the welfare of offenders, facility staff, visitors, and others to include:

- 1. National Fire Protection Association Life Safety Codes as well as all local, state, and national health and safety codes. In the case of a conflict in these, the most stringent will apply.
- 2. A smoke alarm system that complies with applicable NFPA Standards. The system must be hard wired into an annunciation panel at a manned 24-hour location. Fire extinguishers shall be maintained in a fully charged condition and shall be inspected at least monthly.

- 3. A written fire and emergency evacuation plan, including diagrams that are communicated to all staff and prisoners must be clearly and prominently posted in all areas. These shall indicate the location of all exits, fire extinguishers and the location of first aid supplies.
- 4. Evacuation drills shall be done at least quarterly unless housing of extremely dangerous prisoners would jeopardize the security or safety of the facility. Staff must be trained in the implementation of all written fire and emergency plans.
- 5. Fire retardant bedding, pillow and mattress that do not contain petroleum- based synthetic materials such as polystyrene or polyurethane.
- 6. Trash and vermin control.
- 7. Weekly cleanliness inspections of all areas
- 8. Weekly laundering of clothing and bedding at no cost to the prisoner. Personal hygiene items for indigent offenders.
- 9. A comprehensive housekeeping and maintenance plan to include Infectious Disease control.
- 10. A safety program operated consistent with OSHA Standards.
- 11. Sufficient outside lighting to illuminate the entire perimeter.

4.03 Administration

A Qualifications of the Warden

The Facility shall be managed by a single executive officer employed by the Contractor. Written policy and procedure shall provide that the facility Warden's office be located at the facility and that his/her position be a full-time assignment. Contractor proposing on multiple facilities will need to have a Warden for each facility.

He/she must personally inspect and review the facility and all operations on at least a weekly basis. Documentation of such reviews shall be maintained including action plans to correct any noted deficiencies. The Warden shall be empowered with full authority to act for the Contractor and shall be responsible for all facility employees and subcontractors.

The Director of Institutions shall approve the appointment of a Warden/Superintendent.

B. Accreditation

The Contractor shall achieve American Correctional Association ACA <u>or</u> The National Commission on Correctional Health Care NCCHC accreditation of the Facility within twenty-four (24) months of the Service Commencement Date. Thereafter accreditation shall be continuously maintained for the term of the Contract. Failure to do so could result in termination of the Contract. *If the contractor's facility is currently accredited, the current renewal schedule is acceptable.*

C. Policies, Procedures and Post Orders

The Contractor shall develop and submit to the State, for the State's approval, no later than 60 days before the Service Commencement date the following:

- A facility policy and procedure manual that covers the full range of Facility operations to include medical, mental health and dental services.
- Post orders for security staff must be by post and shift and be maintained and updated annually.
- D. Meeting areas

The Contractor will provide adequate facilities for meetings and hearings with the Department authorities, including the Parole Board and legal representatives of prisoners.

Meeting areas for Parole Board hearings must have privacy from other persons and noise levels that would not prevent recording of the hearings. The rooms must be accessible by prisoners, able to accommodate up to 12 people, have access to outside phone lines, and in such a location that victims can attend.

<u>If the room is in the segregation unit, DOC would not want it to be the only room available for</u> <u>this purpose. DOC prefers the room to be within security and easily accessible to general</u> <u>population.</u>

Typically, no more than two officers/staff will be on site at any given time. Officers will also use the video conferencing (see also 4.03.E) to accomplish the parole related tasks.

<u>There is no current requirement or schedule of meetings. The video conferencing can be a</u> <u>multipurpose room and it can be the same area used for video visitation as well.</u>

E. Video conferencing capability

<u>Fully functioning</u> videoconferencing *equipment* must be provided and available for Parole Board hearings, Court hearings and Prisoner visitation.

F. Self Monitoring by Contractor

The Contractor will be responsible to establish a process for self-audits of the facility operations to ensure compliance with all applicable ACA and NCCHC standards, DOC policies, state and federal laws, and all applicable health and safety standards and/or contractor policies. All audit reports and copies of corrective action plans will be forwarded to the DOC Contract Monitor and the Director of Institution within 30 days of the monitoring.

G. Contract Monitor

The DOC Contract Monitor as specified (or assigned) by the Director of Institutions, shall have access at all times, with or without notice, to prisoners and staff, all areas of the Facility and to inspect all documents and records relating to the Contract and the Contractor's performance. This includes staff and subcontractors' personnel files, training, disciplinary records relating to serious incidents and security breaches and reports kept by the Contractor concerning the operation of the Facility. The Contractor shall permit the Contract Monitor and authorized representatives to make and remove copies of records.

The Contractor shall obtain written waivers from its employees permitting the Contract Monitor to review employee qualifications and disciplinary records. Any such inspection or removal shall be in strict compliance with privacy rights and shall be kept confidential.

The DOC has created an audit instrument for the purpose of auditing/monitoring the Contractor's facility.

If requested the contractor will be responsible to provide office space, equipment and furnishings for the Contract Monitor while working at the facility.

H. Office Space/Furnishings/Clerical Support

Private office space and full-time clerical support shall be made available for Alaskan Probation Officers during their time on site, at least 2 weeks per month. The contractor shall provide desks, chairs, operational fax machine, telephone, computer and an internet connection for staff using laptops or other mobile devices.

Offerors must provide a minimum of one furnished office with (2) desks and the equipment listed in H. above. Assume a single staff person will occupy each desk.

I. Department of Corrections Policies & Procedures

The administration and operation of the facility must be in accordance with certain DOC Policies as described in this RFP. Subject to the provisions of the Contract, the Facility shall adopt and follow the departmental policies and procedures and any subsequent Directives or policy changes.

J. Prisoners from other Jurisdictions

Prisoners from other jurisdictions shall have absolutely no direct contact with Alaskan prisoners without written permission of the Director of Institutions.

Co-mingling of prisoners from other jurisdictions or other contracts can be allowed upon written approval by the Alaska Director of Institutions who will give special consideration on a case-bycase basis. Considerations include whether the prisoners were in a similar population management, had like program needs and in general would fit with the DOC prison population. Approval would also be required from the State or Contract entity the other prisoners were under for this arrangement.

K. Photographing and Release of Information

The Contractor shall not release to the public any information, records or other data concerning prisoners. The Contractor shall not release to the public personal histories or photographs of prisoners or information concerning the prisoner's delivery, removal, intrainstitutional transfer, retaking or release. The Contractor shall permit reporters or photographers to interview or photograph prisoners only with permission of the Director or Institutions and consistent with DOC 808.02, Prisoner/Media Contact. The release of this information is to be at the discretion of Alaska DOC.

For emergencies that actually or potentially affect the general public, the Contractor will be authorized to release prisoner information without first obtaining permission from the DOC. The contractor must attempt to notify the Director of Institutions simultaneously and must continue

attempting notification until contact is made. The Contractor will be provided the contact information of other executives for emergency purposes.

L. Incident Reporting

All incidents as described in DOC Policy 104.01, Special Incident Reporting shall be reported promptly to the Director of Institutions. Notification will be done telephonically within 12 hours.

Any incidents of serious illness or injury, hospitalizations, housing in medical infirmary or a negative air pressure room for over three days, must be reported to the Director of Institutions and the Alaska Health Care Administrator in the aforementioned timeframes. Requirements for reporting to the Chief Mental Health Administrator are listed in Mental Health Section of the RFP. For incidents regarding death, see Section 4.07.E

The Department may investigate any incident pertaining to the performance of the Contract.

M. Other reports

After the contract is awarded, the Department and the Contractor will establish a system for regular monthly reporting of information including but not limited to incidents of force being used, medical transports, grievances, staff vacancies etc.

N. PREA Compliance

The Contractor shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor shall also comply with all Department policies and procedures that relate to PREA to include but not limited to: conducting investigations, background checks, audits and training. The Contractor is responsible for all costs associated with PREA compliance, to include certification by an accredited auditor.

- O. Deliverable Reports, Certified Payroll, Audits, and Billing
 - 1. Annual Financial Audit Requirement and Procedures:

Contractor is required to obtain a complete financial audit by an independent Certified Public Accountant, according to generally accepted accounting standards, when the contract amount is equal to or greater than \$150,000.00 annually. A complete copy of the final audit, covering funds from each state fiscal year, must be submitted to the Director of Institutions Office – 550 West 7th Avenue, Suite 1800, Anchorage, Alaska 99501, no later than ninety (90) days following the end of the Contractor's fiscal year end. In the event that the contractor's fiscal year differs from the State fiscal year (July-June), an extension of the submission deadline may be granted by the Director of Institutions and/or designee upon submission of a written request by the Contractor prior to the audit deadline.

2. Certified Payroll Records:

Contractors will be required to submit certified payroll records for personnel providing services under the contract with monthly submission of billing for services. Certified payroll records will be reviewed to determine staffing levels and proposed salary levels for consistency with the offeror's proposed personnel in the proposer's budget. Significant

variance between proposed staffing levels and/or salaries provided in certified payroll records with those as proposed in the approved budget may, at the discretion of the Director of Institutions, result in a corresponding decrease in reimbursement for payment of services.

3. Quarterly Financial Report Requirements and Procedures:

The contractor will submit their quarterly financial reports which compare actual expenditures to budget authorizations for each major expenditure category. Explanations shall be provided for category variances in excess of 10%. Submission of these reports is required no later than forty-five (45) days following the end of the State fiscal quarter. These reports will be submitted to the Director of Institutions Office – 550 West 7th Avenue, Suite 1800, Anchorage, Alaska 99501. In the event that the contractor's fiscal year differs from the State fiscal year (July-June), an extension of the submission deadline may be granted by the Director of Institutions and/or designee upon submission of a written request by the Contractor prior to the audit deadline.

4. Reporting and Annual Inspection:

The Contractor MUST submit the Monthly Activity Report and other reports as specified in the RFP. The Department will perform an annual inspection of the successful offeror's facility and records in accordance with work requirements as specified in the RFP Document. The annual inspection results will be submitted in an electronic MSWORD document.

5. Billing for Services:

The Contractor MUST provide a monthly billing for services, with support documentation, to demonstrate provision of services sufficient to meet the following requirements: All billing invoices MUST be certified by the Contractor. Billings MUST be submitted each month with the documentation required below.

a. Monthly Billings:

Contractors MUST use the standardized reporting billing sheet separately summarizing the total reimbursements for per diem rate bed days (paid if used) for services due to the Contractor for the period of service and MUST include sufficient documentation to support all billing charges. Per Diem Rate bed billings MUST include the days of the month, the number of beds charged for each day and the total number of per diem rate bed days for that month.

The Department of Corrections reserves the right to request additional information as necessary to support requested reimbursement <u>or</u> to limit the amount of support documentation provided by the successful offeror in support of the billing invoice.

b. Submission of Billings:

Billings **MUST** be submitted, to Director of Institutions Office – 550 West 7th Avenue, Suite 1800, Anchorage, Alaska 99501 for approval and payment. Billings will be periodically audited by the Department.

c. Procedural Billing Submission Change: Billing invoices may no longer be grouped and submitted in advance at the beginning of a year to be paid automatically in subsequent months. To allow for accurate invoicing and auditing, monthly billings MUST be submitted once a month, after the services have been performed. d. Advance payments of contract amount are disallowed because they are generally prohibited by the Administrative Manual.

4.04 Staffing and Human Resources

A. Staffing Plan

The Contractor shall provide personnel to deliver twenty-four (24) hour care and supervision of prisoners, as well as administrative, treatment, and support service personnel for the overall operation of the Facility according to the staffing pattern described in the proposal. The proposal must include a staffing plan and organizational chart that fully describes the organization and corporate reporting structure. The staffing plan shall identify:

- 1. Essential positions including but not limited to case management, medical, mental health, dental, food service, programs and security.
- 2. All security and medical post assignments for the operation of all shifts, including any outside or off-premise assignments.
- 3. The minimum level of staffing and positions that would be maintained on a daily basis for each functional area. Minimum staffing levels will be in accordance with the facility design and be approved by the Director of Institutions.

All positions identified in the response to this proposal will be assumed to be 40 hours per week unless otherwise stated. Unless expressly stated in the response, key supervisory positions identified will be assumed to be occupied by persons whose duties and responsibilities are exclusively associated with the management of Alaskan prisoners and a single facility.

After the contract is awarded, significant changes to the staffing pattern may be made only with written agreement by the State and the Contractor.

B. Staff Vacancies

The Contractor will be responsible to report all vacant positions monthly on a form provided by the State. This report will be provided to the contract monitor by the 10th of the following month.

The State may deduct from the Contractor's invoice the actual salary and benefits of any vacant position beginning on the 46th day the position becomes vacant until the position is filled. This includes a staff position that is filled with a person who does not possess the training, licensure, or credentials to perform the function. Positions subject to this deduction are those providing Inmate Health Care and Security, and Management Staff (including but not limited to the food service manager, maintenance supervisor, and warden). The Contractor may fill the position with an equally qualified employee on overtime subject to the time limit. In the case of correctional officers, officers must have completed their basic academy in order to be paid under the contract. DOC will not pay for the CO staff before and while attending the training academy. Persons who are required to have licensure or certification to do their job (such as medical staff) must have them and be able to produce them upon request. In addition, the offeror will not be paid for time required by staff to receive security and facility orientation.

Remedies may be cumulative unless an extension of the 45 days is granted by the Director of Institutions.

Contractor may be able to 'back-fill' a vacant position on the condition that the staff initially assigned to 'back-fill' remains in that position until it can be filled.

Such deductions shall not be considered a form of liquidated or actual damages, but a withholding of payment for a service not received. After forty-five days, a position that is actually vacant may also be subject to an assessment of penalties with written notice.

C. Staff Qualifications/Credentials

At least forty percent (40%) of the Contractor's security personnel shall have a minimum of one year of experience in law enforcement or corrections as of the Service Commencement Date. This level shall be maintained for the duration of the contract.

Correctional Officers must have completed their basic academy in order to be paid under the contract. DOC will not pay for the CO staff before and while attending the contractor's training academy. Persons who require licensure or certification to do their job must have them. Clerks and others can complete some training on the job.

The Offeror will not be paid for time required by staff for security and facility orientation.

Offerors will not be paid for the staff partially trained and for completion of their training.

All medical staff will have the appropriate state licensure with no restrictions on the license. The current professional license, DEA authorization (if appropriate), Board Certification and a resume or curriculum vitae will be maintained on file.

All Educational and Vocational programming staff must have a minimum of a bachelor's degree or be journeyman level in the trade they instruct and hold the necessary credentials in the field that they oversee, e.g. Pearson Vue GED Proctor, NCCER certified Instructor.

DOC reserves the right to exclude from employment at the proposed facility any person deemed by the DOC to be incompatible with the goals, mission, security or safety of its program.

D. Assignment Rosters

Daily correctional staff assignment rosters that reflect both scheduled and actual assignments, by shift and for each post, and for medical staff shall be maintained for the facility.

E. Pre employment Screening

No applicant or subcontractor shall be offered employment or access to the facility until a criminal background check to include NCIC and fingerprinting, employment background check, reference check, and a pre-employment drug screen, at minimum, have been submitted, verified, and processed by the Contractor.

Staff having direct involvement with the operation of the facility must never have been convicted of a felony or a crime involving moral turpitude.

All employees' criminal history will be rechecked at a minimum of every 5 years.

F. Personnel Policies and Records

All personnel policies available must be available to all staff and accessible to employees. The policies shall ensure equal employment opportunities, avoid any discrimination, and address hiring practices, promotions, grievance procedures, staff development, performance appraisals, benefits, disciplinary procedures, and terminations. These documents shall be reviewed at least annually.

A personnel file will be maintained for each employee that contains a job description, records of the background investigation, dates of employment, training records, performance objectives and appraisals conducted at least annually, disciplinary actions, commendations, and related records. All files shall be accessible to the employee and the DOC.

<u>The Contractor may maintain separate files for the employee training records and the</u> <u>personnel records that are maintained by the human Resources staff. The job descriptions</u> may be consolidated and placed in a binder rather than be kept in the personnel file.

Personnel requirements of the contractor shall be applicable to all on-site subcontractor personnel.

G. Code of Ethics and Standards of Conduct

The Contractor shall adopt and ensure compliance of policies and procedures similar to DOC Policy and Procedures 202.01 Code of Ethical and Professional Conduct and 202.15 Standards of Conduct. The Contractor shall submit their related policy and procedures to DOC for review and approval. The contractor shall notify employees and subcontractors of the standards of conduct and document this information in the individual's personnel file. The employee shall sign an acknowledgment form stating he/she understands the standards of conduct.

If any employee of the Contractor violates any of the rules or standards set forth in the DOC ethics and standards of conduct policies or the equivalent Contractor's policies, the Contractor shall notify the Director of Institutions consistent with the Incident Reporting section. If a violation of a medical licensure occurs, the Health Care Administrator will also be notified consistent with the Incident Reporting Section.

H. Drug-Free Workplace

The Contractor agrees to comply with all applicable federal, state, and local laws relating to maintaining a drug-free workplace and further agrees to require all of its subcontractors to comply with the same.

The Contractor will maintain a drug testing program for all staff and subcontractors.

I. Collective Bargaining Agreement

The Contractor shall include in any Collective Bargaining Agreement applicable to the Facility, a provision that no strike will be held during the term of the Contract. It shall also include a provision that neither the Union nor Management will call or support a strike.

In the absence of a Collective Bargaining Agreement, the contractor shall require their employees to sign an agreement that they shall provide uninterrupted service in return for adequate consideration including a grievance procedure and shall not strike or interrupt service without 10 days notice.

J. Employee Uniforms and Clothing

The Contractor shall implement a policy or procedure on personal clothing allowances, uniforms, other clothing required that is similar to AK DOC Policy & Procedure 201.07, 201.11 and 201.12.

4.05 Training

The Contractor shall designate a staff member(s) to coordinate training delivery of:

• Pre-service and in-service training for all employees and subcontractors that is in compliance with ACA and NCCHC standards. This must include unarmed self-defense, use of force and first responder training (basic life support and automated defibrillator courses that meets or exceeds the American Red Cross Heart Saver standards), Federal Prison Rape Elimination Act (PREA), Professional Code of Conduct.

Security Staff must receive instruction in the following topics:

- Professional Code of Conduct, including prohibition of sexual harassment and core values of a correctional professional
- Avoiding offender set-ups
- Authorized Employee Property
- Security procedures, custody and supervision of inmates
- Key Control
- Use of force, firearms certification (as appropriate), other less lethal weapons certifications, and use of restraints
- Communication skills and techniques, report writing, and record keeping
- Officer safety and security, control techniques, mental health and suicide prevention, and emergency procedures
- Diversity and disability awareness
- Legal issues
- Security Threat Group (STG) training
- Prisoner Disciplinary (22 AAC 05.400)
- Reentry and supervision standards
- Mental Health First Aid training
- Use and administration of Naloxone/Narcan

Specialized training for all permanent staff who work in segregation units should receive additional training in restraints, use of force, communication skills and incident response. Disturbance control training for security staff to include de-escalation and National Incident Management System (NIMS) incident command training.

Annual training in suicide prevention, sexual harassment, Prison Rape Elimination Act (PREA), Security Threat Group (STG), use of force,

communication, CPR/Bloodborne Pathogens and Code of Conduct.

The Contractor shall submit its initial and annual in-service training plan to the Director of Institutions for review and approval within 30 days after the Service Commencement Date.

4.06 Fiscal Management Practices

A. Indigent Prisoners

The Contractor will provide for the needs of Indigent Prisoners as defined in DOC Policy 808.12 Photocopying for Prisoners, 810.03 Prisoner Mail, and 806.02 Prisoner Hygiene, Grooming and Sanitation. See the Definitions section for the definition of "Indigent Prisoner".

B. Prisoner Welfare Fund

A Prisoner Welfare Fund will be maintained for the benefit of Alaskan prisoners consistent with DOC Policy 302.10, Prisoner Welfare Fund. These funds will be used only for Alaskan prisoners. Profits generated from commissary operations shall be placed into this fund upon receipt. This fund will not be utilized to pay for staff or provide facility operating services and activities. Expenditures from this fund must be approved by the Director of Institutions in advance. An accounting of all income and expenditures for this fund will be sent to the Director monthly.

Should the contract be terminated, or prisoners moved to another facility operated by the Contractor, the funds will be transferred to the receiving facility or returned to DOC.

C. Prisoner Funds

Prisoners are permitted to receive funds from outside sources. Outside funds or those generated from work may be used to pay for products and services from the commissary or outside vendors as allowed by the Contractor. Prisoners are not allowed to operate a business to obtain funds.

A prisoner trust fund for each prisoner will be operated in accordance with DOC policy 302.12C, Offender Trust Account. All prisoner earnings, proceeds from craft sales or monies received by the prisoner will be placed in the fund to be used solely by that prisoner.

Procedures will be established for transferring funds upon a prisoner's release from the facility, transfer to another facility or when a prisoner requests a funds transfer to an outside source. Transfer of funds shall occur no later than 10 working days of the prisoner's transfer or request for funds transfer.

General accepted accounting procedures will be followed in managing this account.

D. Prisoner Club funds

The Contractor shall establish prisoner accounts for the exclusive use of prisoner interest groups (i.e. cultural clubs, computer user group, cable television, etc.). The funds for these accounts must be held in non-interest-bearing accounts. Reporting and internal control shall be done in accordance with DOC Policy 302.10 Prisoner Welfare fund.

E. Prisoner Pay

Prisoner pay will be included in the per diem rate. Prisoners shall receive pay that is similar to that received by prisoners in Alaskan DOC facilities. DOC Policy 812.02, Compensation for Prisoner Produced Goods and Services shall be utilized as a guideline. Prisoners shall receive pay only for the hours worked however will be paid their regular daily pay if not allowed to work due to a lock down. The contractor's policy must include a provision for

periodic pay raises. The Contractor's procedures for prisoner pay must be submitted to the Director for approval within 60 days of the Service Commencement Date.

If the facility has a correctional industry program, funds for prisoner pay shall come from revenue generated by that program.

Per DOC Policy 304.01 Prisoner Wage Disbursal a percentage of prisoner wages must be withheld and placed into a non-interest-bearing trust account for prisoner use upon their release.

4.07 Prisoner Management Practices

A. Prisoner Communication

The Contractor shall make available to prisoners written communication forms for the purpose of contacting staff to resolve questions and problems. The Contractor's staff shall provide answers within 7 days, except in the case of a life-threatening emergency which will be handled immediately.

B. Rules and Discipline

The Facility shall have formal, written facility rules and a discipline system. A signed acknowledgment for receipt of rules indicating the prisoner understands their content must be kept in the prisoner's file. DOC policies 809.02 Prohibited Conduct and Penalties, 809.03, Reporting Procedure for Rule Violations 809.04 Disciplinary Committee Hearing Officer and Basic Operation, and 809.06, Disciplinary Appeal must be followed.

Facility staff will be trained by DOC in the Disciplinary process. Only trained staff may conduct disciplinary hearings.

All discipline imposed must be reasonable and proportionate to the violation, impartial and non-discriminatory, neither arbitrary nor retaliatory, and not physically abusive. Accurate, detailed reports must be maintained and provided to probation staff. Facility staff may only recommend a denial of good time. The final decision will be made by DOC.

C. Housing of Prisoners

Prisoners will be assigned to living units based on the best judgment of the Chief Administrator, or Warden. If the contractor has a classification system, it must be approved by the Director of Institutions.

General population Alaskan prisoners shall not be housed with prisoners from other contracts, unless approved in writing by the Director of Institutions. Segregated and protective custody prisoners may be housed in the same unit or modular but cannot have contact with prisoners from other contracts.

Co-mingling of prisoners from other jurisdictions or other contracts can be allowed upon written approval by the Alaska Director of Institutions who will give special consideration on a case-bycase basis. Considerations include whether the prisoners were in a similar population management, had like program needs and in general would fit with the DOC prison population. Approval would also be required from the State or Contract entity the other prisoners were under for this arrangement. Segregated inmates shall not be double celled. Double bunking is not allowed for punitive segregation. Close custody inmates can be double bunked. General housing inmates may be double bunked. Medium custody inmates can be assigned to a dorm though the AK DOC preference is not the dormitory layout.

The overall number of beds required in all populations is 500, with the exception of an offeror that is providing a proposal for a facility of a minimum of 250 beds as described in Section 4.01.

D. Prisoner Grievances

DOC policy 808.03 Prisoner Grievances will be followed for all grievances including health care.

The Contractor shall provide, at their expense, someone designated as a Grievance Coordinator/Standards Officer.

The State reserves the right to place a Standards Officer at the Facility at the State's expense. If the State places a Standards Officer within the Contractor's facility, private office space shall be made available for that person. The office shall be provided with desks, chairs, a functioning fax, telephone, computer and internet access.

E. Prisoner Death

In the event of an unanticipated death of a prisoner, the Contractor must immediately contact law enforcement, and that agency will determine if criminal activity was involved. For any death, the Director of the Division of Institutions and the DOC Health Care Administrator will be notified immediately.

The contractor will request an autopsy for any death of an Alaskan prisoner that occurs in the facility.

Contractor practices must be consistent with Alaska DOC Policy & Procedure 104.04, Death of a Prisoner, except where it is in conflict with state and/or county law. DOC retains the right to conduct a full investigation of any Alaska prisoner death, including access to health records, custody records, staff interviews and all other applicable documentation.

The costs of the autopsy and disposition of the body will be borne by the DOC. The Contractor is responsible to obtain a certified copy of the death certificate and forward it to the DOC Director of Institutions and the Health Care Administrator.

See also Health Care Section

F. Delivery and Return of Prisoners

Upon acceptance by the Contractor, the State, at its expense, will deliver the prisoner(s) to the agreed upon airport together with an authenticated copy of the mittimus or other commitment order, and any other official papers or documents authorizing confinement. The State will provide security staff and security from Alaska to and from the designated airport in the receiving state. The Contractor will be responsible for transporting the prisoner(s) between the contract facility and the designated airport. Ramp-up will likely begin with mixed-custody prisoners.

Upon demand by the DOC, the Contractor will relinquish to the State physical custody of any prisoner, unless the Contractor's compliance would cause the Contractor to violate the order of a court of competent jurisdiction.

- 1. Should a Prisoner be returned to the State as a result of an action by the facility's resident state or court which prevents prisoner's confinement at Contractor's facility, the Contractor shall be responsible for the cost of transportation to Alaska.
- 2. Should the facility become unusable, in whole or in part, and the DOC prisoners are transferred to another facility chosen by DOC, Contractor will pay such transportation costs. The contract will then be appropriately modified to reflect the impact of any such change in facility's use.
- 3. In the event of fire, natural disaster, or other emergency situations that would require the immediate transfer of prisoners to another secure facility, the Contractor may select such facility and transport prisoners to such facility, as necessary to ensure both the safety and security of prisoners. Under such circumstances, however, the Contractor shall notify DOC immediately, or in no case in more than 24 hours, of such an emergency transport. If this facility is not acceptable to DOC, subsection 2 above shall be implemented in a reasonable and timely manner.

4. With written pre-approval of the State, the Contractor may transfer prisoner(s) to other contractor facilities. Unless otherwise agreed upon, the Contractor is responsible for transport of prisoner(s) back to a designated airport for their return to Alaska.

- 5. If the Contractor is required to transfer a prisoner to another facility or back to Alaska due to an increase in custody, and the State does not agree with the reason, the Contractor will pay for the costs of the transfer.
- G. Removal of Prisoners from Rehabilitative Programs

Removing a prisoner from a rehabilitative program having duration of 30 calendar days or more must be done in accordance with DOC Policy 808.04 Removal from Rehabilitation Programs. Leisure time activities such as hobby craft are not considered to be rehabilitative in nature. The Alaska Central Classification Unit which classes and programs meet the "Ferguson Program Removal Criteria.

4.08 Security and Control

A. General Statement

The Contractor is responsible at all times to provide security and control of prisoners. All prisoner program activities will take place inside the facility. The Contractor must be able to provide secure housing for some prisoners with very little program activity and maximum supervision.

B. Searches and Contraband Control

All searches of prisoners must be done in accordance with DOC Policy 1208.08 Searches of Prisoners and Institutional Areas, or a Contractor's policy that has been approved in writing by the Director of Institutions. The Contractor shall have written policies for the detection, control and disposition of contraband. The policy must include provisions for prisoner and

visitor searches. The policy must include procedures for searches of the facility, prisoners and others on the premises.

C. Use of Force

The Contractor must follow DOC policy 1208.09, Use of Force. If the contractor requests to use an alternative policy or if 1208.09 (lethal force) is inconsistent with laws in which the facility is located, the alternate policy must be approved in writing by the Director of Institutions.

D. Intelligence Information

A policy must be established for collecting, analyzing and disseminating intelligence information regarding issues effecting safety and security. This must include a telephone monitoring system. Criminal behavior must be investigated and referred to local authorities. A monthly notice of all referrals shall be provided to the Director of Institutions.

See RFP Section 4.12-C, Telephones. In addition, records of calls and recordings must be kept a minimum of six months. All calls other than legal/privileged calls will be recorded and archived for a minimum of 6 months. The DOC Security Threat Group Coordinator and his designees will have access to the inmate telephone system and any investigative tools that the contractor uses. This will include the ability to listen to any prisoner calls and access to investigative tools for the purpose of conducting investigations of inmates.

E. Tool Control

A policy must be established that requires controlled tools and equipment to be classified by security risk and those most likely to be used as a weapon or in an escape must be used only with direct staff supervision.

F. Counts

The Contractor shall maintain a system to physically count all prisoners. Formal or informal counts must be completed with no more than a four-hour lapse in time. There must be at least 3 formal counts during each 24-hour period. Contractor's policy must be consistent with DOC Policy 1208.14 Count Principles & Procedures.

G. Perimeter Control

The outside perimeter fence should have some type of electronic alarm systems and policy must prohibit prisoners from coming within 20 feet of the interior fence. The Contractor must provide constant armed perimeter surveillance of the facility.

Prisoners who are appropriately classified for yard work may be near the fence.

If the Contractor does not have the monitoring system which prohibits prisoners from coming within 20 feet of the fence, an alternative electronic monitoring system may be provided and will be subject to review and scoring by the evaluation committee as to its adequacy.

H. Master Control Center / Communication System

A control center will be provided for integrating security, program and communications functions. The control center shall be staffed as a 24-hour post and access shall be limited to authorized personnel only. The facility must have an adequate radio communication system.

I. Key Control

The Contractor must have a procedure for the maintenance and security of keys and locking mechanisms. The policy must define which keys are allowed to be checked out and must prevent 24-hour keys from check out.

Emergency keys shall be available for all areas of the facility to which emergency access or egress may be necessary.

J. Documentation

The Contractor shall maintain written policies that require the facility to maintain shift logs that documents personnel on duty, counts, admissions/releases, shift activities, entry and exit of staff and visitor and any unusual shift occurrences.

K. Armory

The Contractor shall maintain written polices for the armory to include the types of munitions, chemical agents and electronic devices. The policy should limit access to the Armory.

L. Security/ Off Grounds Transportation

Transportation of prisoners off grounds is at the Contractor's expense. This includes transportation to and from the airport, medical appointments, and hospitalizations. DOC reserves the right to specify the airport to be utilized if more than one is located nearby. The State will pay for the costs of returning prisoners to Alaska, except for those situations detailed in Section 4.07-F.

The Contractor shall provide at their cost security at all times for prisoners assigned to its care and custody both within and outside the secure perimeter. This includes but is not limited to court appearances, medical appointments and hospital stays.

The only prisoners who are allowed to leave the facility without armed escort are minimum custody work crews. Policies for allowing off site work crews must be approved by DOC Director of Institutions. Work crews must not have sex offenders and domestic violence offenders regardless of custody levels.

M. Emergency Procedures

The Contractor will be required to be able to respond to emergencies and to have trained personnel. The Contractor shall have policies for dealing with emergency situations including but not limited to dealing with prisoner disturbances, hostage taking, escape, medical emergencies, evacuation due to fire, chemical spills or natural disaster work stoppages by prisoners and/or staff and mass casualties. All contract staff must review policies at least annually. Contractor policies must be consistent with DOC Policy 1208.10 Management of Hostage Situations, and 1208.16 Institutional Emergency Plan.

The Contractor must have their own or ready access to a fully trained emergency response team.

Mutual Aid agreements with appropriate state and local authorities must be in place before the Service Commencement Date.

A minimum of 2 drills of emergency incidents must be conducted yearly. Copies of the report will be forwarded to the Director of Institutions.

N. Escapes

It is the Contractor's responsibility to prevent escapes from the Facility. Law enforcement and the Director of Institutions will be immediately notified of an absence or escape. The Contractor will be expected to develop and implement a written agreement and procedures with local law enforcement to facilitate delivery of support services.

The Contractor shall engage in hot pursuit of escapees as provided by law. The Contractor may assist law enforcement if requested and appropriately trained and commissioned.

The Contractor will be responsible for all costs involving the escape to include returning the prisoner to the State as directed by DOC, and any costs paid to law enforcement agencies. The State shall be responsible for returning escapees from other jurisdictions provided that the contractor shall reimburse DOC for the expense.

O. Substance Abuse Testing

The Contractor shall provide for drug and alcohol urinalysis. Ten (10) percent of the prisoners must be tested each month. Testing will be random or for cause following the procedures in DOC Policy 808.14, Urinalysis Testing. Prisoners will pay for blood tests if they wish to contest a positive urinalysis test for alcohol or drugs.

Medical personnel shall not be used to order, interpret or administer substance abuse tests for forensic or security purposes.

See Alaska DOC P&P 808.14, Procedures E.3 for acceptable testing procedures. If the prisoner requests a confirmation by a laboratory of an instant test, and if the lab test confirms the "instant" positive result, the cost can be withdrawn from the prisoner's account, if there are any funds available. If the confirmation test is negative, the Contractor will pay for the test.

4.09 Classification and Parole Planning

A. Assignment of Prisoners

Prisoners will be assigned to the Facility by the department in accordance with the Department's classification and assignment procedures.

B. Orientation/Intake

Upon arrival, all prisoners will be strip searched by a person of the same gender.

Each prisoner shall receive a facility and program orientation within 24 hours of his arrival. The orientation shall include staff presentations and a written handbook. The orientation shall include all facility and program rules and requirements as well as prisoner rights. The orientation shall include statutory provisions for escape from custody. A video orientation is allowable.

C. Case Management

Case management services will be provided utilizing the unit team concept. Unit team members shall be accessible in the housing units and available to the population to handle day to day issues. Probation officers from the State will work closely with case managers.

The Contractor will ensure that there is one case manager for every 125 prisoners. The case manager will be expected to maintain individual files documenting each prisoner's program goals, employment, programmatic involvement, and any other significant events. Case Managers will provide classification and release services to include regular progress reports as required by the State, release planning, and participation in hearings. The Contractor's case managers will not be responsible for time accounting functions.

Case managers will participate in classification hearings conducted by an Alaska probation officer. Per the Alaska Administrative Code and DOC Policy, the final decision on prisoner sentenced classifications is made by the DOC Chief Classification Officer. If requested, the case manager shall provide prisoner's progress reports. Generally, reports on Alaska prisoners shall be submitted at six-month intervals summarizing prisoner progress, conduct and recommendation for retention at Contractor's facility or return to Alaska.

Case managers will be expected to assist with the prisoner's applications for parole and planning for their appearance before the board. They will work with Alaskan probation officers at the facility as needed.

Case managers will be expected to assist with the prisoner's applications for Medicaid and coordinating their release with Alaska DOC.

- D. Segregated Prisoners
 - 1. The Contractor must follow DOC 804.01, Administrative Segregation and 804.02, Punitive Segregation to manage and house segregated prisoners.
 - 2. The Contractor must follow ACA and NCCHC standards regarding mental health contact with segregated prisoners.
 - 3. The Contractor must follow ACA and NCCHC standards for the management of offenders with Serious and Persistent Mental Illness housed in segregation.

4.10 Records and Reporting

A. Prisoner Records and Reports

The Facility will maintain prisoner records at their sole expense in accordance with applicable Department record keeping practices and shall adhere to federal, state and local laws governing confidentiality. Criminal history, a judgment and sentence, recent classification actions, infractions, and medical records will be provided to the Contractor.

Medical records requirements are outlined in the Health Care Section.

A. Information Systems and Identification

All prisoners housed at the facility will be photographed. An information system will be maintained. This system must include the custody level of the prisoner, crime of conviction, release date, and physical description. No prisoner shall have access to this system. Certain DOC staff may require access to the Contractors Information System. Such decisions would be made on a case by case basis.

4.11 **Prisoner Activities and Programs**

- A. Activities-General Information
 - 1. Academic, vocational and treatment programs are an essential part of this RFP. Programs offered should be the same as or similar to those offered in the State of Alaska. Examples of programs desired are described in this section.
 - 2. Programs shall be evidence based and curriculum shall be approved by the Health & Rehabilitation Services Division Operations Manager or designee. All programs shall focus on providing reentry skills with priority given to the Primary Eight criminogenic needs. Vocational programs should be designed to lead to viable Alaskan employment for prisoners after release and be accredited by either the State of Alaska or the state in which the facility is located. All vocational, education and reentry programs are required to report to the ADOC Reentry Project Manager on a monthly basis and track data to include, program attendance, program completion, reasons for noncompletion and other program-specific outcome measures to be determined by ADOC. All programs described in the proposal must be in place within 90 days of the Service Commencement Date.

Certification with a national organization (such as the National Center for Construction Education Research/NCCER) is acceptable for meeting accreditation of vocational programming.

- 3. Placement into programs should be based on a detailed assessment of a prisoner's needs provided in an Offender Management Plan developed by Alaska DOC Institutional Probation Officers (IPO). Inmates will have had an assessment of needs provided by the Alaska DOC IPO to include an LSI-R and LSI-SV, the STATIC for sex offenders, and the assessment will be placed in the offender file. The contractor shall provide programs to progressively address a prisoner's identified needs in a succession that prioritizes substance abuse treatment and Adult Basic Education and GED, followed by the remaining criminogenic needs, vocational trades classes and apprenticeships.
- 4. Sufficient jobs and programs must be available for all eligible prisoners. Ineligible prisoners are those who are ill, unable to work due to disability or are in restrictive housing. Employment and program waivers secondary to illness or a disability require review by health care staff.

It is expected that prisoners will be OMP complete at time of release. Prisoners shall be engaged in either employment, programming or both unless housed in punitive segregation.

Different custody inmates may be mixed on the job, at programs, meals, recreations, etc. Sex offenders will be in general population. However, seg inmates may not be mixed with general population.

- 5. All mental health, cognitive change, sex offender and substance abuse programming must be evidence-based utilizing Cognitive Behavioral Therapy interventions and must be approved by ADOC's HARS Division Operations Manager. Mental health, cognitive change, sex offender and substance abuse programming must be provided by appropriately credentialled staff as outlined in the program model. These programs shall be audited at least quarterly to ensure fidelity to the model.
- B. Prisoner Work
 - 1. The Contractor shall implement a variety of prisoner work programs designed to provide meaningful work experience which may be integrated with treatment programming of prisoners and contribute to a successful reentry. Identification of prisoner's interests and abilities should be accomplished during orientation and an assessment process. Department Policy 812.01 Prisoner Employment should be a utilized as a guideline. Prisoners do not have the right to refuse employment. Prisoners who refuse to work may be subjected to disciplinary action.
 - 2. Prisoner labor may be used for Facility operations and maintenance; however, neither the Contractor nor any of their employees shall personally benefit from the labor of prisoners. This does not exclude prisoners from performing routine tasks such as maintenance, carpentry and cooking or doing work related to a vocational training such as electrical and plumbing programs.
 - 3. Work outside the secure perimeter (e.g. work crews) must be approved in writing by the Director of Institutions. Any industry program established must comply with state and federal law. Such a program must be approved in writing by the Director, Division of Institutions and must comply with Department policies.
 - 4. Prisoner wages will be paid by the Contractor in accordance with Section 4.06-E and compensation for working prisoners is to be for actual hours worked (not automatically assumed as eight hours per day, five days per week).
 - 5. The Contractor's prisoner job policy **must** be submitted in the proposal. The Contractor's proposed number and type of jobs and the prisoner's salaries must be submitted to the Director of Institutions for approval within 60 days of service commencement.
 - 6. Different custody inmates may be mixed on the job, at programs, meals, recreations, etc. Sex offenders will be in general population. However, seg inmates may not be mixed with general population
- C. Academic Education Programs
 - 1. The Adult Basic Education (ABE) and General Education Development (GED) programs must include programming in remedial literacy, pre-GED, GED instruction and English as a Second Language Instruction (ESL). The General Education Development Diploma (GED) assessment, electronically administered by PearsonVue, a standardized assessment tool endorsed by the U.S Department of Education, Division of Adult Education and Literacy, must be used. The education

program is expected to utilize the Data Recognition Corporation's (DRC) TABE and BEST diagnostics to assess the skills of the ABE and GED participants.

- 2. Records, ABE intake forms provided by ADOC, must be maintained, secured and reported to DOC and on the Alaska Department of Labor's ABE database, that include:
 - Student identification (preferably social security number and date of birth)
 - Permission to use social security number for data collection purposes only (release of information)
 - Student demographic information
 - Prior years of schooling
 - Placement level at program entry
 - Initial learning goals
 - Specified pre- and post-testing student information
 - Entry and update records
 - Attendance records
 - Employment status
 - Veteran status
- 3. GED Testing policies must observe all regulations cited in the GED Test Administration Manual, as published by GED Testing Service, Inc. and endorsed by the U.S. Department of Education.
- D. Post-Secondary Academic Programming:
 - 1. Prisoners must be allowed to access college-level academic classes, which may include correspondence classes, at their own expense. The education program at the contract facility will provide remedial instruction, proctoring and advising, on-site tutorial assistance and other supplemental instruction. Existing facility staff may designate qualified prisoners to provide remedial instruction and tutoring services when necessary.
- E. Vocational Educational Programs
 - In support of successful reentry outcomes, programs should offer a sequence of courses that are directly related to the preparation of individuals for employment in occupations not requiring a bachelor's or advanced degree. Vocational programs should include competency-based applied learning and instruction in occupationspecific skills.
 - 2. A minimum of three programs should be offered. The programs must be accredited by the National Center for Construction Education and Research. Vocational training programs will be tied to employment opportunities within the state of Alaska. Vocational classes will be researched for potential employment growth using the Department of Labor's Occupational Information website; classes should not be offered unless the career trade path shows a potential growth of 6% or higher. The Alaska-DOC has the following Vocational Education Programs as an example of what may be offered:
 - Introduction to Building Trades CORE (NCCER)
 - Carpentry Levels 1-4 (NCCER)
 - Electrical Levels 1-4 (NCCER)

- Plumbing Levels 1-4 (NCCER)
- Heating Ventilation and Air Conditioning (HVAC) 1-4 (NCCER)
- Weatherization Fundamentals, Technology, Chief (NCCER)
- Sustainable Green Construction (NCCER)
- Lincoln Electric Welding "360 "Simulator
- Heavy Equipment Simulators "Simlog"
- OSHA 10
- ServSafe Food Service Manager
- Small engine repair
- 3. Vocational training must also be offered to include apprenticeship programs which meet the criteria established by the U.S. Department of Labor, Bureau of Apprenticeship & Training. The Contractor will maintain records on the USDOL RAPIDS online database and in the prisoner's file. The ADOC has the following vocational education apprenticeship programs as an example of what may be offered:
 - Culinary Arts
 - Building Maintenance Repairer
- F. Substance Abuse
 - 1. Substance abuse treatment services are an essential element of the proposed services. All services must be licensed by the regulatory agency in which the facility/facilities are located and/or the State of Alaska. All counselors providing services must be state certified or in the process of obtaining certification consistent with the level of services they are providing. The program coordinator for these services must have, at a minimum, a supervision level certification in working with alcohol and drug disorder treatment, in addition, preferable a master's level degree in social work, psychology, education, or counseling.

If the state in which the facility is located cannot license the residential therapeutic community within a correctional setting, The State of Alaska standards must apply.

- 2. Treatment services must be part of a continuum of mental health and substance abuse programs provided by Alaska DOC.
- 3. Programs must be evidence-based and culturally relevant. Program curriculum will be selected and approved by ADOC. Programs will be designed to match the levels of treatment intensity as defined by the assessment tool and following the American Society of Addiction Medicine. These are:
 - Clinically Managed High Intensity Residential Treatment (ASAM Level III.5)
 - Intensive Outpatient Treatment IOPSAT
 - Psychoeducational Groups
 - Medication Assisted Treatment (in alignment with Alaska DOC clinical care guide)
 - Dual Diagnosis programs
 - Discharge / Transition Planning including but not limited to MAT services when appropriate.
 - Continuing Care (within the institution)
 - Opportunity for AA Meetings or other volunteer sober support groups within the facility.

- 4. Services must be evidence-based and include assessment, treatment planning, treatment updates, cognitive behavioral treatment groups, group and individual treatment, coordination with medical, mental health, security, and probation staff, discharge planning, appropriate clinical supervision of direct providers and record keeping. It is preferable for prisoners who have completed the residential treatment program to be housed in a therapeutic community or sober living module as opposed to general population.
 - Assessments will be completed with the use of a tool approved by DOC
 - Assessments and other treatment documents will be published through a standardized format as approved and/or provided by DOC.
- 5. The proposal must describe in detail all services, how these will be provided to include the ratio of staff to prisoners for each program, treatment group size limits, minimum urinalysis testing for participants, and how these will be integrated with other programs at the facility. It must also describe the length of each program and number of prisoners that could be expected to complete the program in one year.
- 6. Data regarding participants and participant progress will be reported to DOC in a timely manner on a monthly basis.
- 7. Hiring of treatment staff will be monitored and approved by DOC.
- 8. Contractor will use the treatment curriculum currently utilized by the Alaska DOC. Any variance must be approved by the Alaska Substance Abuse Criminal Justice Planner.
- G. Pre-Release/Reentry Transition Programming
 - 1. The pre-release program should address at a minimum the areas of educational needs, life skills, job readiness and training skills and transition planning. Priority placement should be granted to prisoners based on their release date and risk level.
 - 2. Life skills should focus on areas such as affect regulation skills (e.g. anger management and emotional competence), impulse control skills, problem solving, decision making, parenting/family life skills, and goal setting.
 - 3. Parenting classes should be offered to help develop pro-fathering attitudes, knowledge, and skills, along with strategies to prepare fathers for release. Sex Offenders are not be permitted to enroll. Curriculum shall be approved by the Alaska Reentry Program Manager.
 - 4. Reentry readiness must also include assessment of education needs, job readiness training and computer literacy. Included in this are: career decision making, job preparedness, job search, interviewing skills, developing a resume, applying for and keeping a job, job training needs, keyboarding and basic office computer skills. Transition planning should focus on the development of a personal transition plan to include; housing, budgeting and financial planning, living under supervision, and community transitional resources in Alaska. The contractor will use the Alaska DOC Reentry manual and reentry curriculum approved by the Alaska Reentry Program manager.

5. DOC probation officers will work with the offenders to prepare them for release and transition to the communities. The contractor will focus on pre-release services such as personal development, employability skills, life skills and transition plans. The DOC will also provide a pre-release preparation program guide for the offeror to facilitate.

H. Leisure Time Activities

1. Time, space and equipment must be provided for a recreation program that encourages exercise and other leisure activities. Space must be provided for both inside and outside recreation with outside recreation made available at least 50% of the time, weather permitting. Recreation time shall be available a minimum of seven hours per day, and at least 5 days per week.

Leisure time activities provided in a day room (e.g. television, games, hobby crafts, etc) do not apply towards the seven-hour daily recreation requirement.

Prisoners in administrative segregation and under medical care must have the same opportunity to recreation as a general population prisoner. Prisoners in punitive segregation must be offered one hour per day access to out of cell exercise. Recreation may be provided in accordance with ACA Standards.

Day rooms must be provided for indoor leisure activities and will be equipped with televisions, furniture, games, etc.

- 2. Prisoners are allowed to work on arts and crafts in their cell, subject to security precautions. Separate hobby craft rooms are not required.
- I. Library

A general library will be provided, as defined in DOC 814.01 and be maintained consistent with ACA standards. The general library will provide a collection of books, reference materials, newspapers, current periodicals as well as materials to aid in reentry. The contractor shall assign an Education staff member to supervise the institutional library and utilize prisoner workers as librarians. The contractor shall ensure that library services are available daily, including evenings and weekends to the general population and to segregated inmates as determined by the Contract Facility's Chief Administrative Officer.

J. Volunteer Program

A volunteer program shall be developed within the Facility to provide support groups and religious opportunities. The Director of Institutions shall approve any volunteer programs. Programs should include offerings from a variety of faith and non-faith based offerings presented by individuals who have passed background investigations.

K. Religious – See Attachment 14 for Transitional Living Community Program Description.

The Contractor shall provide a full time Chaplain dedicated to Alaskan prisoners to provide nondenominational religious services and spiritual care. The contractor shall provide at least one chaplain for every 600 prisoners. If the number of prisoners exceeds 600, the DOC shall require additional Chaplain time consistent with the above ratio.

The qualifications are as follows: Ordained as clergy from a nationally recognized religion or denomination with a chaplain endorsement by the denominational authority and one year of supervised field training in pastoral care, social work, or counseling and six years of experience as an ordained minister, priest, or rabbi. Substitution: A Bachelor's degree from an accredited college with a major in theology, religious studies or counseling will substitute for two years' experience as an ordained minister, priest, or rabbi or a master's degree from an accredited seminary with a major in divinity, theology, religious studies or counseling will substitute for four years' experience as an ordained minister, priest, or rabbi or a master's degree from an accredited seminary with a major in divinity, theology, religious studies or counseling will substitute for four years' experience as an ordained minister, priest, or rabbi.

Chaplaincy services are to include worship services, religious education, pastoral care and counseling, religious library, sacraments, ordinances, other religious rites and religious diets. The Chaplain qualifications shall meet professional qualifications required by the DOC Chaplaincy. The Chaplain shall develop an adequate program of clergy and lay volunteers for different faith groups to assist in the provision of religious services.

Adequate facilities must be provided for religious services and counseling for prisoners and a Chaplain's office space.

The offeror must provide a second full-time chaplain for a Faith-based residential program living unit for Alaskan prisoners based on the model developed by the Alaska Department of Corrections Chaplaincy Coordinator. The living unit will house only prisoners accepted into the program. Program development will be a collaborative process between the contractors designated program supervisor and the Alaska DOC Chaplaincy Coordinator. Program staffing shall be provided commensurate with the size of the living unit and the requirements of the program design. A program design is available upon request from the DOC Chaplaincy department, or by contacting the Contracting Officer listed in Section 1.01. This may be more dependent upon the physical layout of whatever facility we end up with. The population in the program would have to be congruent with the physical layout.

Currently the participation in the faith-based program is about 10% of the total population.

L. Access to Court and Legal Materials

Access to legal counsel shall be provided in accord with Policy 808.01. The Contractor shall provide facilities for telephonic court hearings. Access to legal materials will be provided in accord with Policy 814.02 and will utilize the Lexis computerized legal research system. The Contractor will be responsible for maintenance on Lexis computer terminals provided by the State. Access to or provision of law library materials must be provided to all prisoners, including segregated prisoners. The Contractor will provide a law librarian to assist prisoners and provide legal materials as requested. The DOC Standards Compliance Officer will have final authority/determination of the materials required in the Law Library.

A law library as defined in DOC 814.02, that meets ACA standards must be provided. The items listed in DOC Policy 814.02 are required to be maintained in the law library. The Contractor will provide a law librarian to assist prisoners and provide legal materials as requested.

Materials must be provided in accordance with DOC Policy 814.02 and 808.12.

M. Visitation

Video visiting must be available for prisoners to visit with family and friends. Facility visitation must be provided for at least four hours per day, four days per week. Special visits must be

allowed for approved visitors who have traveled long distances. Such approvals must be made in advance. Prisoners in punitive segregation must be allowed one hour per week contact visit unless a determination has been made that there is a security risk.

Video monitors for visitation can be located in the housing units, seg unit and/or visitation areas. However, video monitors for video visitation located only in the seg unit would be unacceptable.

DOC will do all background checks and visits will not be allowed until approval has been received.

Visitation may be limited to immediate family members for those prisoners convicted of a disciplinary infraction. Arrangements will be made for visits with attorneys per DOC 810.02, Visitation.

N. Sex Offender Treatment/Services

All sex offender programming must be evidence-based utilizing Cognitive Behavioral Therapy interventions and must be approved by ADOC's HARS Division Operations Manager. Sex offender programming must be provided by appropriately credentialled staff as outlined in the program model. These programs shall be audited at least quarterly to ensure fidelity to the model.

4.12 Support Services

A. Mail

The Contractor shall follow DOC Policy 810.03, Prisoner Mail, Publications and Packages for all mail processing. Five pieces of mail weighing no more than one pound each may be mailed out for indigent prisoners per week. This is not intended for mail out of property or hobby craft items.

B. Commissary

The Contractor will provide a commissary. Charging prisoners a surcharge or handling fee will generally not be allowed, unless approved in writing by the Director of Institutions. If surcharges or handling fees are collected the proceeds will be deposited in the Prisoner Welfare Fund (see 4.06 Fiscal Management Section).

Proceeds from the commissary account may not be used by the contractor for the operation of the facility to include paying for staff salaries. All commissary actions must be done in accordance with DOC Policy 302.11 Prisoner Commissary and DOC Policy 302.10 Prisoner Welfare Fund.

C. Telephones

A minimum of one telephone per ten prisoners is required. Prisoners must be allowed to make local phone calls at no expense. A phone recording system is required.

The contractor will provide free calls for inmates to all State of Alaska Agencies, and/or representatives acting in their official capacity at such agencies, including but not limited to, the Office of the Public Defender, the Office of Public Advocacy, the Office of the Ombudsman and the Regulatory Commission of Alaska. DOC will provide a list of agencies

to receive free calls upon awarding of the contract that will remain amendable for the duration of the contract.

The cost of a local call made by a prisoner will not exceed \$1.00 per 15-minute call. Costs of long-distance calls will be subject to the regulatory commission of the State in which the contract is awarded. All revenues, royalties, etc. received related to Alaska prisoner telephone usage shall be used by the Contractor for the benefit and maintenance of Alaskan inmates. Reports must be provided to DOC every six months that document all revenue received for prisoner telephone calls, quantities and costs of all calls including local and long distance, prisoner name, and all other pertinent information. More frequent reports may be required upon request.

Inmates will be permitted to call cell phones when using the inmate telephone system of the contractor.

Legal or privileged calls will not be recorded or monitored. Arrangements must be made for prisoners to receive calls from their attorney.

All calls other than legal/privileged calls will be recorded and archived for a minimum of 6months. The DOC Security Threat Group Coordinator and his designees will have access to the inmate telephone system and any investigative tools that the contractor uses. This will include the ability to listen to any prisoner calls and access to investigative tools for the purpose of conducting investigations of inmates.

D. Laundry

Laundry services will be provided consistent with ACA standards.

E. Personal Clothing and Items

The Contractor will determine the amounts and types of personal clothing and items prisoners are allowed. Property lost or damaged when in control of the Contractor will remain the sole responsibility of the contractor. The DOC reserves the right to establish personal clothing allowances consistent with DOC facilities.

When prisoners are issued facility clothing, three sets must be issued. This includes underwear and t-shirts. Coats and appropriate footwear will be issued based on climate conditions. Clothing will be replaced when it wears out or if necessary, for seasonal changes and or special purpose clothing.

Contractor shall provide a locker and or storage receptacle for each prisoner in the cell for personal items.

F. Food Services

The Contractors shall serve well balanced meals that are tasty, appetizing, and wholesome and consist of quality food. The food must meet or exceed nutritional standards established by the National Research Council and American Dietetic Association and the American Medical Association. Meal planning and preparation shall be based on national professionally recognized criteria.

Food served is to be generally equivalent to food served in Alaska. Alaska DOC uses a 5week menu, <u>see Attachment 13</u>. There must be three meals served at regular times during each twenty-four-hour period with no more than fourteen hours between the evening meal and breakfast. Changes to the meal schedule must be approved by the DOC Director of Institutions.

A registered dietician must approve all menus and a copy of each new menu forwarded to the Director of Institutions for approval. Should these be disapproved the Contractor will be notified in writing of necessary changes. A registered dietician or nutritionist shall review the master menus including modified menus at least annually or whenever menu changes substantially. The Director of Institutions shall receive a copy of annual review reports. The cost associated with providing dietician services is the responsibility of the contractor.

The offeror's proposal must include a copy of all menus to include special diets for health and religious reasons which are required to be provided consistent with DOC Policy 805.03, Special and/or Religious Diets and Meals. Medical diets shall follow the guidelines provided by the ADOC. A food loaf is not acceptable without the approval of the DOC Director of Institutions and then only under certain circumstances. Meal rotations must occur at a minimum every 4 weeks.

Consideration should be given to providing a Cook or Baker Apprenticeship program as part of a vocational education program.

G. Facility Supplies

The Contractor will provide facility supplies that include general hygiene items, towels, linens, office and building cleaning supplies.

4.13 Health Care Services

A. General Information

Health care services must be provided by the Contractor 24 hours per day on-site. All health care services must meet community care standards and follow ACA and NCCHC standards. The most cost-effective method of treatment to meet necessary medical needs will be used, however the primary basis for any medical decision shall be medical necessity and not cost. Prisoners are not authorized to pay for the cost of their own care (with the exception of a copay program). To obtain services at a competitive rate it is preferable for the contractor to negotiate with local health entities or maintain a "preferred" provider relationship with a health entity, a network of preferred off-site medical service providers, or utilize a cost containment mechanism such as a third-party claims adjudication service.

The delivery of health care services must be consistent with ADOC policies, Alaska Statutes and Alaska Regulations. Health care services will not be denied if they are necessary to enable a prisoner to participate in or benefit from rehabilitative services. If there are questions or disputes regarding level of service or authorization for services, Alaska Department of Corrections policies will prevail, except where in conflict with state and/or county law.

All services provided by health care personnel other than a licensed practitioner must be performed pursuant to written, direct orders by personnel licensed to give such orders. An attending physician or Chief Medical Officer shall have authority over treatment decisions. Treatment shall be ordered consistent with ADOC clinical care guidelines.

A medical co-pay program consistent with DOC Policy 807.07, Prisoner Responsibility for Health Care is required.

Housing assignments, program assignments, disciplinary measures, and transfers to or from facilities regarding any prisoner diagnosed as having limiting or disabling medical or mental illness or condition must be approved by responsible health care personnel.

Except in an emergency or if immediate public health concerns exist, no treatment, nonroutine examination or procedure may be undertaken without first obtaining the informed consent of the Prisoner. If the health of the prisoner may result in a risk of death or serious medical consequence and it is determined by a physician that the prisoner lacks the capacity to give consent, a legal surrogate may be relied upon to give consent. In the absence of a legal surrogate, treatment decisions may be made using the standard of the patient's best interest.

If a prisoner refuses recommended medical treatment and has the capacity for giving informed consent, a documented refusal is required.

B. Medical Staffing

As outlined in the Human Resources Staffing section and Attachment 2-A, the proposal must include a staffing pattern with all positions identified. The proposed staffing plan must include 24 hour per day RN coverage, 5-day per week health practitioner coverage and must include one full time physician. The designated staffing plan and any subsequent changes must be approved by the DOC Health Care Administrator.

It is expected that periods of absences caused by vacations, holidays, and sick leave will be filled with part time, overtime or locum tenums.

If students or interns are utilized, they must have direct supervision and not work beyond their level of training or ability. They may not be counted as FTEs.

All personnel must have an unrestricted licensed in the State of location of the facility/facilities.

C. On Site Health Care Services

The contractor is responsible for all costs for on site care. Health care services must be provided as follows.

1. Intake Screening

All new prisoners must be screened for medical/mental health problems within 72 hours of their arrival. A review of the medical file must be completed within 12 hours of arrival. Prisoners with a positive mental health screening will be evaluated by a mental health professional within 3 working days or sooner if clinically indicated.

2. Initial Physical Exam

An initial physical exam will be conducted within 14 calendar days after arrival by a health care practitioner. If clinically indicated this assessment will be conducted within 2 working days. All prisoners identified as having chronic care conditions at the time of the initial screening, must be evaluated by a physician within 10 days of

the referral to make sure they are receiving the appropriate medications and do not have any other immediate health needs.

3. Sick call

Nurse sick call must be available by a RN 7 days per week; provider sick call must be offered by mid-level practitioners 5 days per week.

- a. All requests for sick call will be triaged and responded to within 24 hours and, if clinically warranted, the prisoner seen face to face within the next 24 hours.
- b. If the nurse conducting sick call refers the prisoner to a mid level practitioner, the prisoner must be seen within 3 working days or earlier if clinically indicated. If referred to a physician, the prisoner must be seen within 5 working days or earlier based on clinical need.
- 4. Physical exams

Preventive screening and routine physical exams shall be provided to prisoners at intervals specified in Alaska Department of Corrections policies, procedures and clinical care guides.

5. Emergency Care

Medical staff must be trained to treat emergencies to include CPR with up-to-date certification and be expected to provide on-site emergency treatment. Immediate access to care must be available within the Facility. Emergency transport must be available within 20 minutes. All licensed health care staff will be Basic Cardiac Life Support certified.

6. Age-Based and/or Clinically Indicated Testing

Age appropriate and clinical indicated testing and screening will be provided according to national standards and ADOC clinical care guidelines.

Pneumococcal vaccine, Hepatitis A and B vaccines, Tetanus and annual influenza vaccinations will be offered for all prisoners according to national standards (Centers for Disease Control and Prevention).

On-site and off-site diagnostic tests will be completed in a timely manner with evidence in the record of a clinician's review of the results.

7. Chronic Care Services

Offenders may have chronic medical conditions such as diabetes or hypertension. Offenders with chronic medical issues will be placed in general population. The Department estimates the percentage of offenders with chronic medical issues is approximately 40-50%. Approximately 20% of our population on a given day has hypertension, 22% have hepatitis C, and 4% have diabetes. Approximately 1-2% have autoimmune disease, inflammatory bowel disease or multiple sclerosis. All prisoners who suffer from an illness that affects their well-being for an extended interval, usually at least 6 months and generally not curable will be enrolled in a

chronic disease program. The program must incorporate a treatment plan, education and the prisoner seen every 90 days.

Medications are renewed every 360 days. Prisoners with an unstable medical condition shall be seen at a frequency necessary to safely bring the condition under control, If there is documented control of a condition, i.e., blood pressures in normal range for hypertension, blood sugars and hemoglobin A1C adequately controlled for diabetics, etc., a schedule of being seen every three to six months will be acceptable. If there is no documentation or the chronic disease is not sufficiently managed, the inmates need to be seen at a minimum every 3 months.

8. Post Hospitalization and Emergency Room evaluation

All prisoners who are transported to an outside health care facility for any reason must be evaluated on return within the next business day by an on-site health care provider (physician, nurse practitioner or physician assistant). The attending physician or medical officer shall be responsible for ensuring prisoners are evaluated and provided a plan of care after emergency room evaluation, hospitalization or outside health care facility non-routine treatment.

9. Oral Health Care

The oral health program shall be directed by a clinical dentist and shall provide for basic oral health as defined in DOC 807.12, Dental Scope of Services. Prisoners must be screened within 14 days of intake and provided an initial exam ninety (90) days after screening.

At the initial dental exam, each prisoner shall be classified into one of three treatment categories as per DOC 807.12 Dental Scope of Services. Category 1(Emergent) services must be provided within 24 hours or sooner if clinically indicated. Category 2 (Urgent) services must be provided within 72 hours or sooner if clinically indicated. Category 3 (routine) services must be provided within 60 days of the prisoner's request. Instruction in oral hygiene and preventative oral education must be provided within 1 month of admission.

Dentures are considered a Category 3 level of service. Full upper and/or lower dentures or partial dentures shall be provided if it is determined to be medical necessary and enough time remains on the prisoner's sentence to ensure fabrication and delivery of appliance. All request for dentures must be approved by the ADOC Utilization Review Committee and shall be made consistent with ADOC 807.12, Dental Scope of Services.

Dentures shall be replaced no more than once every five years and shall only be remade with approval by the ADOC Utilization Review Committee.

10. Mental Health Care

Offenders may have mental health issues requiring the use of psychotropic medications. Offenders sent to the contractor's facility will be placed in general population. The Department estimates the percentage of offenders with chronic mental health issues is approximately 20%.

Mental health services must be provided by licensed qualified staff as follows.

- a. Prisoners requiring mental health care shall be referred to a qualified mental health professional, psychiatric nurse practitioner and/or psychiatrist and be seen within 72 hours of referral or sooner if clinically indicated. If the request is emergent, they must be seen within 4 hours. In lieu of on-site evaluation, telepsychiatry or transport to an emergency department capable of evaluating and treating acute psychiatric symptoms are acceptable alternatives. Requests for urgent care must be evaluated within 24 hours and requests for routine care within 5 working days.
- b. A psychiatrist who is Board Certified or Board <u>Eligible</u> to order psychotropic medications must be on call 24-hours daily seven days a week and present on-site as needed. The psychiatrist must review all uses of psychotropic medications at least every three months for clinically stable patients and at least monthly for patients undergoing medication adjustment or as clinically indicated.
- c. Mentally ill prisoners must be offered treatment as determined necessary by the mental health provider. Prisoners receiving basic mental health services must be seen as clinically indicated by not less than every 90 days.
- d. If required in an emergency to prevent the prisoner from causing injury to self or others, or due to grave disability, emergency medication administration may be authorized by the psychiatrist or, in the absence of the psychiatrist, a psychiatric nurse practitioner. This must be reviewed by the psychiatrist within 24 hours. Policies must be in place for the ongoing administration and review of involuntary medications

Offerors must follow DOC P&) 807.16 and be in compliance with Washington v. Harper 494 US 210 (1990); Alaska Administrative Codes 22AAC05.12 & 22AAC05.253 and all other applicable laws within the contractor's jurisdiction.

- e. Prisoners will be treated in the least restrictive fashion that is consistent with requirements for treatment and safety ensuring all ACA and NCCHC standards are followed. Therapeutic restraints or seclusion may be used only to control prisoners who have threatened to injure themselves, who exhibit self-destructive behavior, or who pose imminent danger to themselves or others because of their uncontrolled behavior. The use of therapeutic restraints and seclusion together shall only be prescribed when no acceptable alternative exists and not used in lieu of counseling or other psychiatric services.
- f. The following will be reported to the DOC Chief Mental Health Officer within 24 hours:
 - Emergency orders for the use of and/or continuing the use of involuntary and/or emergency medications
 - All use of force incidents, including physical and chemical restraints for therapeutic purposes.
 - Placement of any prisoner on suicide watch

g. Unless otherwise directed by the DOC Chief Mental Health Officer, copies of mental health consults shall be sent to him/her monthly and monthly teleconferences held between the contract facility and the Mental Health Director.

Access to an electronic medical record may replace the requirement for hard copy consults. However, if no EMR is available, all clinical consults must be documented on an ADOC-approved form and sent monthly to the Chief Mental Health Officer. Monthly teleconferences are to be held between the offeror's lead mental health staff and the ADOC Chief Mental Health Officer to discuss inmate moves, incidents involving mental health inmates and significant changes to the mental status, diagnosis or medications of inmates on the mental health caseload.

11. Medication and Pharmacy

The contractor is responsible for the cost and administration of medication. This must be done in compliance with State Pharmacy regulations in the state in which the facility is located.

- a. Upon arrival at the facility, medication sent by the State will continue until an acceptable alternative is prescribed.
- b. Medications must be available to prisoners in pill call three times per day seven days per week and pill lines completed within a 2-hour time frame. Stock medication must be provided as needed to ensure availability.
- c. Medication must be available no later than five (5) days after if it is ordered for routine prescriptions and within 12 hours for more urgent and emergency required treatments or as clinically indicated.
- d. All psychotropic medications will be administered by Health Care Staff and will not be given as "keep on person".
- e. It is the responsibility of the contractor to provide and pay for the cost of psychotropic medications. When the number of prisoners requiring such

psychotropic medications. When the number of prisoners requiring such medications exceeds 20% of the total population the DOC will reimburse the contractor for such medications in excess of the 20% limit.

- f. All prisoners taking medications for a contagious or potentially life-threatening infectious disease will have their medications administered as "Directly Observed Therapy". (E.g. Tuberculosis, HIV-related infections and disease, Hepatitis C, bacterial endocarditis or severe soft tissue cellulitis, osteomyelitis, etc.)
- g. All prisoners taking medications classified as a DEA scheduled medication will have their medications administered as "Directly Observed Therapy."
- h. Medication appropriate for self-administration must be dispensed in a "blisterpack." Liquids and insulin are not allowed to be kept on person and can be administered in front of medical staff. Inhalers may be kept on the person, but may be a security issue in certain cases. Nitroglycerine may be kept on the

person if the prisoner is able to take it appropriately (determination made on a case-by-case basis).

- i. The Alaska DOC Formulary (Attachment 11) must be used for all prescriptions. Contractor may substitute or add items on the DOC formulary only with approval from the DOC Chief Medical Officer. Medications provided by DOC will be limited to those for HIV, multiple sclerosis, HCV or cancer. If the contractor is able to purchase medications in these categories at a lower cost than DOC, DOC will reimburse the vendor for the cost of these medications. A complete listing of the DOC provided medications and the procedure to obtain them will be presented at the time the contract is awarded. Non-formulary (non-emergent) requests must be approved by the DOC Chief Medical Officer and will be provided by DOC pharmacy. A mechanism to allow emergent administration of non-formulary medications as prescribed by a physician must be in place and specifically described in the proposal.
- j. Over the counter medications will be made available at commissary. All commissary purchases are to be paid by the prisoner.
- 12. Radiological Services

The contractor shall provide on-site and simple radiological studies. This includes plain films of long bones, chest radiographs, flat plates of the abdomen and skull films. For procedures beyond the capability of the equipment on-site, a referral will be made for off-site services.

13. Optometry & Ophthalmologic Services

The contractor shall provide on-site optometry services, prescription and reading glasses. Referrals will be made to an ophthalmologist as appropriate. Glasses shall be provided, and referrals made per AK DOC Policy & Procedure 807.19, Optometry Scope of Services.

- a. Prisoners must be evaluated for visual activity every 2 years upon request. Eye health exams may be provided at intervals recommended for the underlying condition (glaucoma, diabetes mellitus, macular degeneration, uveitis, etc.). Elective, non-urgent services must be provided within 60 days of the prisoner's request. Glasses should be provided within three (3) weeks and no later than six (6) weeks of the examination.
- b. Prisoners requiring the care of an ophthalmologist/optometrist shall receive that level of care as medically necessary (i.e. visual acuity is not at least 20/40, or if the intraocular pressure is above 20). If a disease process such as diabetes requires additional follow-up or baseline ophthalmologic evaluation this will be done.
- c. All diabetics must be evaluated by a practitioner certified to perform a full dilated funduscopic exam and diagnosis retinopathy.
- 14. Additional services

The following are to be provided by the contractor.

- a. Routine ECG services
- b. Laboratory Services compliant with Clinical Laboratory Improvement Amendment (CLIA) for in house and subcontracted services must be provided.

A subcontract must be in place for all laboratory services that cannot be provided on site. Laboratory services must include a provision for "Stat" work and "critical level" abnormals with results provided within six (6) hours after the specimen is obtained. A written report shall follow. For off-site contracted services, pick-up and delivery must be on a daily basis during weekdays and the laboratory must have reporting capability within 24 hours.

- c. Physical Therapy & Rehabilitative Medicine services with basic services provided on site as clinically indicated, but in cases requiring higher-level services, appropriate referral and utilization of community-based resources may be necessary.
- d. Health education services will be offered to all prisoners in an individual or group setting, and individual health instruction will be provided to all patients.
- e. Prisoners with substance abuse problems will be assessed and managed by a doctor or other qualified health care professionals when clinically indicated.
- f. Transfer and discharge planning will be provided with prisoners with serious health needs when released/transfer is imminent. This will include coordination with DOC medical social work staff and medication assisted treatment where indicated.
- D. Segregated Prisoners
 - 1. Infirmary/Medical Segregation Unit
 - a. An infirmary or medical segregation unit located in close proximity to medical or within the primary clinical suite of medical is required. A minimum of four beds is required but this number may need to be increased proportionally as the number of prisoners and need increases. These beds must have the necessary health personnel staffing to monitor prisoners housed there on a 24-hour basis. These will be utilized for observation and short-term management pre and post procedures and stable limited medical problems such as IV antibiotic administration.

If the offeror has its own inpatient facility, the State would consider an alternative offer for its use for seriously ill prisoners.

b. Seriously ill prisoners requiring regular 24-hour intensive monitoring (regular nursing, i.e. 2-hour vital signs or greater in frequency) for more than 24 hours shall be assessed by the site physician for appropriateness of maintenance in the unit or the need to transfer to a hospital.

- c. The facility must have at least one (1) negative air pressure/ isolation room in the unit.
- 2. Non-Medical Segregation Units
 - a. Procedures must be in place to ensure that prisoners are given a medical and mental health evaluation at the time they are placed in segregation. A midlevel or physician must visit the segregation units at least once each week
 - b. An area must be available to provide direct supervision of segregated prisoners if medical or mental health conditions warrant.
 - c. Pill call will be conducted 3 times per day.
 - d. Mental health staff must follow NCCHC and ACA standards for segregation rounds and screening.
 - e. Contractor must follow NCCHC and ACA standards for management of mentally ill offenders in a segregation environment.
 - f. Nursing staff, in the absence of routine pill call, must make daily welfare checks.
- E. Off-site Medical Services

The State is responsible for the cost of off-site medical services under the following conditions.

 Requests for consultative medical services estimated to exceed \$250 must be approved by DOC. In the absence of an emergency, the State will not pay for the cost of any care or treatment provided without the prior approval of the State. Emergent services or those under \$250 do not require preapproval. A standardized request format will be provided upon after the contract is awarded. Referrals shall be made in a timely fashion as clinically indicated.

The Contractor is liable for payment for all unapproved and non-emergency services performed as described in the section referred to above. In addition, if the contractor makes a payment for medical services that is not covered (such as elective and/or experimental services) or is the responsibility of the DOC, DOC is not under any obligation to reimburse the contractor.

- 2. The State reserves the right to negotiate directly for services with community-based specialists, hospitals and health maintenance organizations to obtain the most favorable rates available for care. In such cases utilization of these services is required.
- 3. If the offeror owns a hospital and is offering this facility in lieu of a contract hospital facility, the offeror is required to provide staffing patterns, qualifications of hospital staff, acuity levels, if it is a tertiary care facility, whether it is JHACO certified, a description of facility and its location, etc. If the hospital facility is not JHACO certified, there should be a JHACO certified hospital within one hour of the facility.
- F. Billing/Reimbursement for Medical Expenses

- 1. Invoices must be in printed form. Invoices must be provided to the State for off-site costs. No additional administrative charges can be added. If the contractor uses a repricing firm, the State will be billed the costs after re-pricing has occurred. Billings for medical services are to include diagnosis and explanation of services provided. These shall be sent to the Health Care Accounting section at the Anchorage Central Office. In the instance of Contractual Health Network, the contractor shall be responsible only for assuring receipt of the pertinent medical information and filing it in the medical chart. They will not be responsible for providing copies to the State in these instances.
- 2. Invoices will not be paid unless they are sent to the State within 45 days of the end of the month in which the invoice was received by the Contractor.
- 3. The State shall not be obligated to pay for costs of medical treatment due to contractor error: i.e. return trips required because contractor failed to send x-rays or file information or cancelled appointments.
- G. Continuous Quality Improvement (CQI)

A program of Continuous Quality Improvement (CQI) will be established which will include, but not be limited to, audits and medical record review and monthly meetings of the CQI committee. The CQI program must include both process and outcome studies and must cover all aspects of care provided. The CQI program must use multi-disciplinary committees and must involve all health care staff during the calendar year. Mortality review and evaluation of off-site care must come under the scope of the CQI program. The contractor's mortality review process must be approved by the Health Care Administrator.

Monthly CQI reports must be submitted to the DOC Health Care Administrator and DOC Quality Assurance & Utilization Review Nurse. Meetings with the DOC QA/UR Nurse shall be held at least quarterly.

The DOC must be informed as soon as possible of any death regardless of circumstances and no later than six (6) hours after the event. A preliminary report of the mortality review shall be submitted to the DOC Health Services Administrator/designee within 72 hours of the prisoner death and a final report shall be submitted upon completion of the post-mortem studies and tests.

H. Infection Disease and Control Program

An infection control program must be in place to ensure that staff is trained and adhering to proper methods of handling, storage and disposal of biomedical hazardous waste. This includes needles, syringes and other materials used in the treatment of the prisoners. All federal, state, and local infection control policies, procedures, guidelines and standards must be complied with. The program must include; concurrent surveillance of patients and staff, prevention techniques, treatment and reporting of infections in accordance with local and state laws and safety and sanitation Inspections.

The infectious disease program must be in place and monitor prisoners with HIV, TB, Hepatitis and MRSA. All instances of reportable conditions or diseases as mandated under Alaska State Law as reportable to the Alaska Department of Health and Social Services must be reported to the DOC Health Care Administrator as well as to the State Department of Health in the state in which the facility is located. <u>A list of reportable infectious diseases</u> will be provided upon request.

- I. Medical/Mental Health Records
 - 1. All health records remain the property of the State. They must be maintained consistent with NCCHC guidelines or CARF, ACA standards and 42 CFR, prevailing medical regulations for confidentiality, retention and access,
 - 2. The system must be overseen by a credentialed health information management professional who is responsible for ensuring the system and Departmental needs are met.
 - 3. Records must be stored in a locked area or on a secure backup drive with controlled access.
 - 4. Medical record policies and procedures that implement the requirements of State and Federal law and must be in place.
 - 5. A standardized method must be in place for documenting entries to the records and will include but are not limited to:
 - Problem list;
 - Completed receiving screening form;
 - Health appraisal data form, flow sheets, and progress notes;
 - All findings, diagnoses, treatments, dispositions;
 - Social history, family history, smoking history;
 - Prescribed medications and administration records;
 - Laboratory, x-ray and diagnostic studies reports;
 - Signature and title of each documenter (person making the record);
 - Consent and refusal forms;
 - Release of information forms;
 - Place, date, and time of health encounters;
 - Discharge summaries of hospitalizations and off-site procedures and consultant reports;
 - Health service reports, e.g. dental, psychiatric and other consultations;
 - Medical classification transfer sheet.
 - 6. Requests for medical records and/or information made by the Department's representative(s), counsel for the Department, Alaska Attorney General's office, or the DOC Health Care Administrator must follow confidentiality requirements.
 - 7. At the expiration of the contract or when prisoners are transferred from the facility, or returned to the State, a copy of the paper file or downloaded encrypted electronic copy of all records shall be sent on the transport. Copies of the paper file shall be organized in a multi-part file folder that mirrors the original chart. Upon each transfer, an appropriate transfer summary must be completed to include an updated problem list, current medications, pending laboratory studies and current treatment plan.
 - 8. Upon the expiration or cancellation of this contract, should the Department award the succeeding contract to different contractor, all prisoner-related information either paper or electronic data files shall be transferred to the succeeding contractor.

- 9. All data and health information maintained under the terms of this Agreement remain the property of the Department. Other data files of a proprietary nature, not involving prisoners, remain the property of the contractor.
- 10. If the contractor utilizes an electronic medical record, access to this record will be provided to designated DOC staff.
- J. Inmate Health Care Physical Plant, Operations & Logistical Support

The contractor shall provide adequate clinical space for the efficient functioning to provide care for the number of prisoners housed at the facility. The Contractor is to provide information about the major medical equipment available in the facility, e.g. x-ray equipment, telemedicine equipment and in-house lab equipment.

The offeror is required to provide telemedicine equipment and internet access. It can be in an exam room or any room with a flat screen TV and Polycom (or equivalent equipment) with connection to LAN/WAN and T1 line to internet. If the offeror needs to refer a patient to a specialty medical provider via telemedicine, prior approval must be obtained by the DOC Chief Medical Officer. The DOC may have specialty medical providers already under contract or may choose to use DOC medical staff for this purpose.

The area/s providing prisoner health must be secured with a controlled door. Access must be limited to those with medical business or needs. All prisoners who are assigned to work in the area must be strip searched before leaving the area. A procedure must be in place to account for all contraband.

Correctional staff must be assigned to the area to control movement and provide security back-up assist medical staff and observe medication dispensing. One shall be assigned to supervise medical clinic during all sick call, scheduled clinics, during emergency medical care, for dental care and in the medical segregation unit. Correctional staff must be present to observe medication passes.

- K. Records and Audits
 - 1. Compensation Records --The contractor shall maintain detailed timed records, which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the State of Alaska, the Department of Administration, Division of Finance, the State Auditor and/or any authorized State entity and shall be retained for three (3) years. The Alaska DOC or its designee shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of State of Alaska to recover excessive illegal payments as well as interest, attorney fees and costs incurred in such recovery.
 - 2. Other Records: The contractor shall retain copies of all prisoner medical records, collected data, etc., for three (3) years. These records shall be subject to inspection by State of Alaska, the Department of Finance and Administration and/or any authorized State or Federal entity and shall be retained for three (3) years after contract expiration. <u>Original records will be returned to the AK DOC</u>.
- L. Liability (Medical)

The contractor shall be wholly at risk for all covered services. No additional payment shall be made by the State, nor shall any payment be collected from a prisoner for any reason except for prisoner "co-pay" fee for service program. Covered services do <u>not</u> include elective or experimental treatments or procedures. In the event of disagreement as to the elective or experimental nature of a treatment or procedure, the DOC Health Care Administrator shall review the case and make the final determination.

The contractor is solely responsible for ensuring that it issues no payments for services for which it is not liable under this Agreement. The State shall accept no responsibility for the refunding to the contractor of any such excess payments.

M. Confidentiality

The contractor must comply with all HIPPA, Federal and State regulations regarding the management and exchange of medical information. Any confidential information, as defined in State law, code, rules or regulations or otherwise applicable by the Code of Ethics, regarding the State's prisoners provided to or developed by the contractor and its subcontractors shall not be made available to any individual or organization without the prior written approval of the Alaska DOC.

The contractor and its subcontractors agree that they shall retain all information belonging to the State and shall not use or disclose it to anyone without the explicit written permission of the State. The Contractor and subcontractors recognize that irreparable harm can be occasioned to the State and its prisoners by disclosure of information relating to their business and, accordingly, Alaska DOC may refuse or enjoin such disclosure and the contractor, and its subcontractors shall be solely responsible for any violations.

The contractor shall notify the State promptly of any unauthorized possession, use, knowledge, or attempt thereof, of the State's data files or other confidential information; and promptly furnish the State full details of the unauthorized possession, use of knowledge or attempt thereof, and assist investigating or preventing the recurrence thereof.

The contractor shall adopt and implement written confidentiality policies and procedures, which conform to Federal and State laws and regulations that apply to staff and subcontractors.

The contractor shall afford prisoners and/or legal guardians the opportunity to approve or deny the release of identifiable personal information by the contractor to a person or agency outside of the contractor, except when such release is required by law, State regulation, or quality standards;

When release of information is made in response to a court order, it must be approved by the DOC Health Care Administrator.

The contractor shall have specific policies and procedures, which direct how confidential information gathered or learned during the investigation, or resolution of a complaint is maintained, including the confidentiality of the prisoner's status as a complainant.

SECTION FIVE PROPOSAL FORMAT AND CONTENT

5.01 Proposal Format and Content

A. General Information

The State discourages overly lengthy and costly proposals. However, in order for the State to evaluate proposals fairly and completely, offerors shall use the following format and provide all of the information requested.

Proposals should be prepared without expensive artwork, unusual printing or materials not essential to its utility and clarity. Written proposals should be submitted in binders (3-hole punched) to facilitate duplication if necessary.

A maximum of 100 pages (12 point type and $8.5 \times 11^{\circ}$ page size) may be used for the body of the proposal. The number of pages that may be included in the appendices is not limited in order to provide the opportunity to include additional information.

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

The original copy shall be marked "Original" and contain the original signed offeror information and assurance form.

B. Proposal Format

Proposals shall contain the following items in the order listed: (Refer to Sections 5.02-5.06 for an explanation of each category and additional details).

- 1. Table of Contents
- 2. Introduction
 - Offeror Information and Assurance Form
 - Licensing Requirements
 - Conflict of Interest Statement
 - Proprietary Data Form
- 3. Technical Proposal
 - Offeror provides 500 beds in one facility or from multiple facilities
 - Understanding of Work to be Performed
 - Plan for Service
 - Experience, Qualifications, and Organizational Structure
- 4. Cost Proposal
- 5. Budget Narrative
- 6. Alaska Offeror's Preference, if applicable

5.02 Table of Contents

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

5.03 Introduction

This section shall contain the following:

- A. Offeror Information and Assurance Form (RFP Attachment #5). This form must be signed by an individual or company officer empowered to bind the company. Proposals must confirm that the offeror will comply with all provisions in this RFP; and if applicable, provide notice that the firm qualifies as an Alaskan Bidder. An offeror's failure to include these items in the proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected. One of proposal binders should be marked "original" and contain the original signed Offeror Information and Assurance Form.
- B. Licensing Requirements

Offerors shall include acceptable evidence that the offeror possesses a valid Alaska Business License and meets any professional license(s) or certification requirements outlined in Sections 2.08 and 5.04.

C. Conflict of Interest Statement

Offerors shall include a statement identifying any conflicts of interest that may exist; or a statement that none exist.

D. Proprietary Data Statement

Offerors shall include on Proprietary Data Form (Attachment 6) any trade secrets or other proprietary data contained in the proposal that offeror deems confidential and a statement justifying the confidentiality request. Confidentiality of data must be approved by the procurement officer.

5.04 Technical Proposal

A. Offeror provides 500 beds in one facility or from multiple facilities

Offerors that can provide 500 beds in one facility or from multiple facilities (with a minimum of 100 beds per facility to meet 500 beds will be awarded 50 points). Offerors that can not provide 500 beds in one facility or from multiple facilities can still provide an offer and are welcomed, however, they would need to provide a minimum of 250 beds at one facility and would not receive the 50 points.

B. Understanding of Work to be Performed

The offeror must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the services described in Section Four. This section should briefly summarize the offeror's understanding of the scope of work being addressed: facility location, facility security, accommodations for adult multi-level custody prisoners, segregation of Alaska prisoners, programs, medical services, work opportunities, administrative requirements, budget summary, schedules to meet and outcomes to be achieved.

C. Plan for Service

The offeror must provide a comprehensive narrative statement that sets out their plan for providing the services and illustrates how their plan will serve to accomplish all the work addressed in Section Four of this RFP. Address each item in order presented in Section Four of the RFP.

In addition, the following must also be addressed:

- Drawings, photographs or videotapes of the facility day areas. Exterior security, interior security and control room segregation, living areas, program areas, medical, food service, recreation/outside exercise area, visiting area, law library, case management offices, exterior of the building;
- The offeror must meet ACA standards. DOC would like, at a minimum, to see detailed design schematics and security ratings;
- A description of the internal and external security of the housing units to include the type of construction i.e. concrete, block, metal, etc.;
- A description of the cell / dorm configuration with the number of prisoners assigned to each living area. Floor plans may be submitted in lieu of the description;
- Information on the location of the facility to include the maximum distance from a major airport, state highways, fire protection, law enforcement;
- Description and/or logistics and cost of travel between Alaska and the offered facility in transporting prisoners and for DOC staff traveling to the facility (commercial travel);
- Agreement with local hospitals for care of prisoners and the distance to each hospital;
- Availability of an applicant pool in the area and plans to recruit and retain staff;
- A description of the current or proposed contract users/ occupants of the facility such as BOP prisoners or prisoners from other states;
- Provide the history of prisoner escapes for each facility similar to the one required;
- A copy of the Facility's Policy Manual and Post Orders up through Chief of Security;
- Identify assumptions, problems foreseen and conflicts of policies and offer potential solutions. Be cautious not to offer an alternate proposal (see Section 1.10) or a counter offer to our terms, conditions and service requirements. Should an offeror have a suggestion for providing services different from what the State requires in this RFP, it must be stated as such, be included in an appendix and not considered part of their binding proposal.
- Subcontractor: If you are providing a proposal that utilizes a subcontractor approach with one or more firms, you must detail how each firm's work will assist in the work to be performed. See Section 1.14.
- Financial agreements, if applicable, are required for food service, medical services and commissary.

If all of the items in Section Four are not adequately addressed in offeror's proposal, any omission may have a negative impact on the evaluation and scoring of the proposal. These sections should not merely paraphrase the scope of services from the RFP. This section must demonstrate an understanding of what has been requested, the major issues involved, and what must be done to accomplish the objectives.

- D. Experience, Qualifications, and Organizational Structure
 - 1. Organizational Structure

Briefly describe the following for the organization submitting the proposal, and any proposed subcontractors providing services as a part of the contract.

- History of the organization.
- Management and administrative experience.
- Fiscal management experience.
- Staffing pattern of Facility, and its relationship to any parent or sub-level organization,
- Number of staff actually on duty at the facility each day by shift (if already managing a prisoner population, and include prisoner to correctional officer staff ratio).
- Organizational chart as it relates to the Facility and Parent organization.
- 2. Personnel Information

Provide a personnel roster that identifies each key individual who will be on the project team. Contractor proposing on multiple facilities will need to have these key positions for each facility. At a minimum, include each person's title and resume for the following key positions:

- Company Chief of Operations
- Provide the name and resume of the Facility's Chief Administrator
- Chief of Security
- Food Services Director
- Health Services Administrator
- Program Manger
- Any other key position

Provide level of authority for each key person for making decisions related to the day-to-day operations of offeror's facility. If occupational licensing is required for the position(s), offerors should include the license with the resume.

3. Location(s) where work will be performed

If Management, legal, administration, etc., is in a location other than the offered facility, please specify. If work is performed in facility, specify area of work performed, i.e., management, administration, security, program areas, medical, food service, etc., by description or by floor plan.

4. Organizational Experience

List and provide a brief description of experience in all contracts, subcontracts and grants entered into during the past seven years that involve the delivery of prison services similar to those in this RFP. For each of these contracts, offerors must identify the name, title, agency, address, and current telephone number of the contract official to whom they were most directly responsible.

5. Contract Performance Problems, Contract Default

The offeror must provide detailed information regarding any previous contract performance problems, disputes and/or terminations. This section should contain the process the offeror used to overcome performance problems and disputes to achieve compliance with the contract.

6. Litigation History

For the proposed facility and management staff, offeror must include a summary of all litigation (including bankruptcy cases) associated with providing the same services, or management services required in this RFP. Include past and present litigation in which the offeror (under current and previous businesses and any person in this offeror's current administration who will be responsible for the administration or operations related to providing these services) has been named a party, including state jurisdiction, case number and final disposition. Include all bankruptcy and negligence litigation, as well as criminal convictions relevant to these services. List current (pending) and past seven years of information. Place list in labeled appendix.

Litigation of personal issues not germane to the services herein (i.e., automobile not related to substance abuse, divorce, child custody or support) is not required.

7. Organization's Subcontract Agreements

Copies of any current agreements or commitments for future services that have been entered into between the offeror and subcontractors must be included in the proposals. Place copies in a labeled appendix.

5.05 Cost Proposal – General Information

Offeror's cost proposal for 500 beds must include all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of staff position hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

The proposed rates (including any revisions established through the contract negotiation process) will be binding upon the Contractor for the full term of the contract and, with the exception of the scheduled CPI adjustments, increases to the rates will not be considered. Personnel costs should be commensurate with the current scale of the professional skill level in the geographical area where the services are to be provided.

If an offeror cannot house all prisoners in one facility due to size or state statutes on custody, the State will consider multiple facilities to house its prisoners. If multiple facilities are proposed, they all must hold a minimum of 100 prisoners, must be in the same State, should be within 1 hour of a JHACO certified hospital, must provide the same requirements as required e.g. requisite jobs, recreation and various programs, must be offered at the same per diem rate, and should be within 2 hours drive of an airport.

If and offeror is providing a proposal for less than the total number of beds of 500, the facility must be a minimum of 250 beds and will be considered by the State. If a facility is proposed that is less that the 500 beds, the facility must hold a minimum of 250 prisoners, must be in the same State, should be with 1 hour of a JHACO certified hospital and must provide the same requirements as required e.g. requisite jobs, recreation, various programs, and must comply with all other requirements of the RFP.

Additional Beds Exceeding 500

Should the Department require beds in excess of 500, the Department will commence negotiations with the Contractor for the provision of the beds. The use of multiple facilities is subject to mutual consent for the number of placements exceeding 500 prisoners.

<u>Per Diem Bed Rate Definition</u>: A per diem rate is defined (per Federal Government Contract Language) as: "The per diem rate for detention services under this agreement is per man-day. This rate covers one prisoner per day. A portion of any day shall count as a man-day under this agreement, except that the State may not be billed for two days when a Prisoner is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure."

A. Calculation Method for Evaluation of Proposal's Costs

Cost Proposal Form. Budgets MUST be submitted on the attached Proposal Cost Form for beds, or on equivalent forms with the same categories, etc., created by the offeror. One budget proposal per offeror must be submitted. Complete Attachment 1, Proposal Cost Form, listing price/bed/day. This attachment will be used to determine your budget evaluation scores.

Example. If the bed costs are \$50 per bed per day, and the minimum number of required beds is 500, the calculation would be: $($50.00 \times 500 \times 365 \text{ days}) = $9,125,000.00$. The \$50.00 would be the dollar figure used to calculate the number of budget points assigned according to 2 AAC 12.260(d) and Section 2.16, Formula Used to Convert Costs to Points.

B. Cost Proposal - Budget Detail Forms

Specific cost details for provision of services must be indicated on the Proposal Budget Detail Form, Attachment 2. Every blank on these sheets should be addressed. There should be no blanks. If a cost will not be applicable, so indicate in the blank. A narrative description for each line item and any blanks must be included in the budget narrative section. The budget break out costs must comply with the definitions of allowable costs for each category. Offeror shall create a separate personnel listing with costs for all positions and categorize the position types into the categories shown on Attachment 2.

- C. Budget Submission Information Additional Information
 - 1. Annualized Budget Submission

Proposal budgets are based upon an annualized service period; however, the contract periods may be more or less than an entire year, e.g. first year is partial fiscal year only, leap year, or option years that may be less than a full one year period. Contract payment during these periods will be at the final annualized per bed per day rate, based upon the number of days of service, multiplied by the number of beds in the contract.

2. Administrative and Personnel Costs

The cost of all individual contract elements, administrative costs (or federally approved indirect-cost rate, if applicable), and proposed personnel costs for each

staff position MUST be listed separately in the format provided on the attached forms, or equivalent form created by contractor. (A contract agency that does not have a federally approved indirect-cost rate may include administrative costs in the budget. These costs must be identified in the budget as direct costs.)

3. Allowable Costs

Providers are reminded that only allowable costs may be included in their proposals. Allowable costs are those that pertain to the direct provision of services to Alaska offenders at this facility. (For example, it would be inappropriate to include any item in a proposal that addresses costs associated with proposal preparation, travel and per diem costs associated with attending a pre-submission conference, costs for association/certification dues or meetings not required by the RFP, legal suits not specific to defense of provision for Alaska services, or the efforts of any person or firm who may have assisted the provider [e.g. a firm retained to lobby a legislature for necessary enabling legislation or appropriations for the services being procured]).

Budgets and Budget narratives will be compared with similar service budgets and will be analyzed for authenticity and ability to provide services. Offerors may be asked to provide additional information to substantiate these costs, and costs that cannot be reasonably justified by the provider may be reduced or deleted during negotiations.

4. Subcontracted Services

Proposals calling for consultants, consulting services, and other subcontracted services must provide a description of the anticipated services and the anticipated cost of these services, and the means of establishing the cost of those services (e.g. 'W' number of dollars per day for 'X' specific services for 'Y' days plus 'Z' dollars in related travel, per diem, or overhead costs). The department reserves the right to disallow subcontracted services costs that do not provide this information.

5. Profits

Profit and profit margins for privately owned organizations MUST clearly be designated as "Profits", include the percentage of direct and indirect cost, which it represents, and be included in the proposed budget, and on the break-out forms provided.

6. Auditor Costs

The normal costs to meet the annual independent auditing requirements MUST be separated as indicated on the budget break-out form.

D. Proposal Budget Detail Form - Category Definitions

Detail itemization must be broken down using the following definitions for budget categories and line items (Use Attachment 2, Budget Detail Form, Attachment 2-A Medical Staffing Form and a complete listing of personnel positions offered and summarized on the Attachments 2 and 2-A). Include the information pertaining to the provision of services for this contract.

PERSONAL SERVICES/BENEFITS:

101. PS/Administrative Staff (Administrators, Director's etc.): Enter the Title of the position, position number or "vacant" individual annual salary of each position title and percent of time on budgeted job. Position titles should match job descriptions, the organizational chart and staff responsibility section of proposal. Examples of positions to be included are Agency Administrators, Wardens, Superintendents,

Directors, Assistant Directors, Corporate Officers, Partners or other individuals receiving funds for ownership interest or Management related duties.

- 102. PS/ Support Staff (Accountants, Clerks, etc.): Enter the Title of the position, position number or "vacant", individual annual salary of each position title and percent of time on budgeted job. Position titles should match job descriptions, the organizational chart and staff responsibility section of proposal. Examples of positions to be included are Accountants, Bookkeepers, Clerks, Administrative Assistants, Office Managers, Resident Accountants, Cafeteria/Cooks, Laundry Supervisors, Business Manager or other individuals providing a record keeping and office support role.
- 103. PS/ Program Staff (Medical Providers, Counselors, Case Managers, Program Manager, etc.): Enter the Title of the position, position number or "vacant", individual annual salary of each position title and percent of time on budgeted job. Position titles should match job descriptions, the organizational chart and staff responsibility section of proposal. Examples of positions to be included are Doctors, Nurses, Legal Aids, Counselors, Case Managers, Resident Advisors, Program Specialists, Program Manager, Education and Vocational Education providers, Facility Services Coordinator, UA Collections or other individuals providing a program support role.
- 104. PS/ Security Staff (Monitors, Correctional Officers, etc.): Enter the Title of the position, position number or "vacant", individual annual salary of each position title and percent of time on budgeted job. Position titles should match job descriptions, the organizational chart and staff responsibility section of proposal. Examples of positions to be included are Correctional Officers, Correctional Officers, Shift Supervisors, Resident Monitors, Surveillance Monitors, Chief of Security, or other individuals providing a security support role.
- 105. PS/ Transportation (Drivers, etc.): Enter the Title of the position, position number or "vacant", individual annual salary of each position title and percent of time on budgeted job. Position titles should match job descriptions, the organizational chart and staff responsibility section of proposal. Examples of positions to be included are Drivers, Couriers, Transport Officers or other individuals providing transportation.
- 106. PS/ Facilities Maintenance (Maintenance, etc.): Enter the Title of the position, position number or "vacant", individual annual salary of each position title and percent of time on budgeted job. Position titles should match job descriptions, the organizational chart and staff responsibility section of proposal. Examples of positions to be included are Facility Service, Maintenance, Building Manager, Janitor, Environmental Engineer or other individuals providing Building or Facility maintenance.

TRANSPORTATION/TRAVEL:

- 201. Prisoner Transportation: Enter the Transportation expenditures incurred in transporting prisoners by Ground. The Ground transportation line item should include Vehicle gas expense, taxi, per diem or meals and lodging paid to staff.
- 202. Personnel Training & Travel: Include all expenses for staff conference fees, inservice training costs, staff mileage, per diem or hotels, meals and incidentals, public transportation costs pertaining to this contract.

FACILITY EXPENSES:

- 301. Utilities: Include the following facility expenditures for electricity, natural gas, water, sewer, cable, heating fuel etc.
- 302. Communication: Telephone/Fax expenses. Include description of Prisoner telephone service and the amount of revenue derived from resident phone profits if any. Include whether the Telephone Expenses are offset by resident phone revenue.
- 303. Facilities Maintenance /Repairs: Include expenses for the facility maintenance and repairs. Maintenance costs are those costs, such as lubrication, cleaning, adjustment, and painting, which are incurred on a continuous basis to keep operational assets in usable condition. Include inspection permits, and security system repairs under \$500, in this line item. Repairs are outlays for parts, labor, and related supplies that are necessary to keep the asset in operating condition but neither:
 - a. Add materially to the use value of the asset, nor
 - b. Prolong its life appreciably.

Repairs are recurring and usually involve relatively small expenditures. Examples of repairs are repairing a broken chain or electrical circuit.

- 304. Depreciation/Amortization: Include the Facility or Building Depreciation. List the Depreciation method used and the recovery period. If fiscal or calendar year depreciation, break out into four even quarters as this report will only cover one quarter.
- 305. Lease or Rent on Facility: Include a detailed explanation of all services or goods provided under the Building lease or rental.
- 306. Other: Include other miscellaneous Facility expenses that have not been included elsewhere. Total of the expenses in the "Other" section must not exceed 10% of the total category amount.

CONSUMABLE SUPPLIES:

- 401. Office Supplies: Include all expenses for providing office support. Examples include paper, pens, pencils, typewriter ribbons, ink, markers, staples, notepads etc. <u>Do not</u> include program supplies.
- 402. Program Supplies: Training and Educational Materials (i.e., substance abuse, parenting, GED). Reference manuals and professional training courses. Specific examples would be paper, pencils, textbooks, GED testing software and computers, white boards, notebooks, and vocational tools. Uniforms, Recreation Supplies: (e.g. indoor and outdoor recreation and arts and crafts). Specific examples would be baseball gloves, bats, balls, basketballs, badminton, volleyball, soccer balls, board games etc.
- 403. Household Supplies: Cleaning supplies, Linens, pots, pans etc.
- 404. Medical Supplies: Include First Aid Kits, Pharmacy Supplies, Preventive Care.
- 405. Immunizations (Flu Shots, TB Test, Hep-B etc,).

- 406. Subscriptions: Include expenditure for periodicals and subscriptions that are not program related. Examples would be subscriptions for Good Housekeeping, Business Week, Newsweek, etc.
- 407. Postage and Shipping: Include all expenses for postage and delivery service charges (Fed Ex, United Parcel Service, etc.) This would also include postage stamps and metered mail.
- 408. Computers, Computer Supplies and Software (under \$500): Disks, Software, Multimedia Packages, CD-ROMS, Network Cards, Speakers, etc.
- 409. Food Service: Stock and food costs associated with providing meals to the Prisoners. Provide an explanation if staff is allowed to consume meals prepared by the provider and whether a reimbursement from staff is collected. Also include a separate line listing amount, if any, collected for food reimbursement from staff.
- 410. Laundry: Costs to provide laundry services. Include all dry cleaning and other supplies associated with processing laundry services. Also list if residents reimburse the provider for any laundry services provided them and the amount.
- 411. Other Supplies: Supplies that could not be allocated within categories. Total of the expenses in the "Other" section must not exceed 10% of the total category amount.

EQUIPMENT:

- 500. Equipment Expense: Include expenses for equipment and replacement appliances purchased for less than \$1,000. Expenditures over this amount should be depreciated or amortized.
- 501. Furniture/Major Appliance Maintenance/Repairs: Include expenses for furniture and major appliance maintenance and repairs. Maintenance costs are those costs, such as varnishing furniture, steam cleaning sofa, painting furniture, which are incurred on a continuous basis to keep operational assets in usable condition. Repairs are outlays for parts, labor and related supplies which are necessary to keep the asset in operating condition but neither:
 - a. Add materially to the use value of the asset, nor
 - b. Prolong its life appreciably.

Repairs are recurring and usually involve relatively small expenditures.

- 502 Rentals: Equipment rentals for copiers, postage machines, computers, furniture, phone systems, and any other Facility or Office Equipment that is rented. <u>Do not</u> include Lease expenses. List the vendor or vendors that provide the rented equipment.
- 503 Leases: Equipment leases for copiers, computers, furniture, phone systems, buildings and any other Facility or Office Equipment that is leased. List whether a lease/purchase option exits and what the lease term is and the purchase terms. Describe any sale-and leaseback contracts in which the provider has sold an asset

and is leasing the equipment back and the payout terms. Break out each lease with a brief explanation. <u>Do not include Vehicle leases</u>.

- 504 Vehicle Leases: List all vehicles leased and provide a brief description of the vehicle. List whether a lease/purchase option exists and what the lease term is and the purchase terms. Describe any sale-and leaseback contracts in which the provider has sold an asset and is leasing the equipment back and the payout terms. Also provide whether the vehicle is used to transport residents or is used primarily for Staff, Management or Corporate Officers.
- 505 Vehicle Maintenance/Repairs: Include expenses for the vehicle maintenance and repairs. Maintenance costs are those costs, such as oil changes, car washes, coolant flushes, lubrication, which are incurred on a continuous basis to keep operational assets in usable condition. Also include insurance, licenses and inspection permits. Repairs are outlays for parts, labor, and related supplies that are necessary to keep the asset in operating condition but neither:
 - a. Add materially to the use value of the asset, nor
 - b. Prolong its life appreciably.

Repairs are recurring and usually involve relatively small expenditures. Also include the vehicle insurance, permitting and taxes under this line item.

- 506 Depreciation: Include the Equipment and Vehicle Depreciation. List the Depreciation method used and the recovery period. Separate the equipment into depreciation methods and class. Example (3 year, 5 year, 7 year straight line etc. sum of the years, double declining).
- 507 Other: Include other Equipment expenses that have not been included elsewhere. Total of the expenses in the "Other" section must not exceed 10% of the total category amount.

OTHER OPERATING EXPENSES:

- 601 Printing: Printing material for in-house training programs should be captured under Program Supplies.
- 602 Advertising: Include expenditure for reprographics, brochure and pamphlet production, media advertising and open houses for public awareness programs.
- 603 Insurance: Include Facility Insurance if not listed elsewhere. Workers' Compensation Insurance, Medical, Life Insurance should be included under Personal Services/Benefits.
- 604 Legal Expenses: Include all Litigation expenses incurred in operating the facility.
- 605 Audit Expenses: Provide the Audit fees incurred for providing an independent audit of the financial statements and other services provided by independent accountants.
- 606 Urinalysis Testing: Include all expenses incurred in operating an in-house lab for the UA tests or costs incurred in having outside labs provide this service. Include the cost of screening and assessments. State whether the charges are for in-house or

contracted testing expenditures. (The state may break out these costs and solicit for UA services separately during the course of this contract.)

- 607 Dues: List all expenses incurred for association or organizational dues.
- 608 Management Fees: Provide a detailed listing of any management fees paid to an organization or individual for providing management services or other type of consultation that cannot be provided by current staff. Examples would be consultants, specialists, or organizations providing human resources. List the organization and brief explanation of service provided with associated expense.
- 609 Professional Licensure: Any payments made on behalf of staff to renew or activate their state or federal licensure requirements.
- 610 Taxes: Include Tax payments made to State, Local or Federal. <u>Do not include</u> <u>Payroll Taxes in this line item.</u>
- 611 Interest Expense: Include all interest expense paid for building or other loan obligations. Please describe briefly the type of loan. Break down into quarterly increments.
- 612 Contributions: Contributions are not allowable expenditures under this RFP.
- 613 Resident Trust Expense: Include all Bad Debt expense write off and uncollectible receivables related to this contract.
- 614 Resident Account Bank/Check Fees: Include costs of setting up banking and checking accounts for residents related to this contract.
- 615 Computer Technical Support: Include costs of programming services for specialized computer software or software enhancements related to this contract.
- 616 Nutritionist: Include cost of nutritionist services to approve meal plans.
- 617 Other: Include other expenses that have not been included elsewhere. Total of the expenses in the "Other" section must not exceed 10% of the total category amount.

5.06 Budget Narrative

A detailed explanation of how the per bed day and individual costs were derived must be included in the proposal in a section labeled budget narrative. The budget narrative MUST address individual elements included in the per bed day costs in sufficient detail to allow analysis of the logic, adequacy and appropriateness of the offeror's proposed budget.

It also must include each individual contract element, all administrative costs (or federally approved indirect-cost rate, if applicable) and proposed personnel cost for each staff position separately (includes subcontractor staff). Costs will be compared with existing budgeted costs for prison services. Providers should be careful to establish the linkage between their proposed costs, the services identified in their proposals, and the RFP requirements.

5.07 Alaska Offeror's Preference

Offerors shall include, if applicable, a signed certification of qualification as an Alaska Bidder as outlined in paragraph 2.14 and Attachment 9. Other Preferences – see Section 2.13 for information regarding other preferences that may apply.

5.08 Facility On-Site Review

After the proposals are evaluated using the evaluation criteria designated herein, the proposals will be scored and ranked. If the two highest ranked proposal scores have a point spread of less than 75 points, the evaluation committee will perform an on-site review of both facilities. If the two highest ranked proposal scores have a point spread of from 75 to and including 100 points, the evaluation committee will make a written determination whether the second ranked offeror has a reasonable chance of outscoring the first ranked offeror. If it does not, the committee will not be required to perform an on-site review of the facility offered by the second ranked offeror.

5.09 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Responsive offers will then be evaluated using the criteria set out in Section Six.

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

SECTION SIX EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS ASSIGNED TO SCORE THESE PROPOSALS IS 1000

6.01 Technical Proposal Evaluation – (375/1000 total points)

Offerors should follow the technical format and content guidelines outlined in Section Five.

Step One: Review of Proposals

- 50 max points Offeror provides 500 beds in one facility or from multiple facilities
- 25 max points Understanding of the Work to Be Performed
- 150 max points Plan for Service
- 150 max points Experience, Qualifications, and Organizational Structure
- 375 max points Subtotal

6.02 Cost Proposal Evaluation – (400/1000 total points)

Offerors must submit proposed costs as outlined in Section 5.05. The cost amount used for evaluation may be affected by one or more of the preferences referenced under paragraph 2.13.

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

6.03 Budget Narrative – (25/1000 total points)

6.04 Alaskan Offeror's Preference – (100/1000 total points)

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

6.05 Step Two: On-Site Review – (100/1000 total points)

This review will be performed on the one or two highest ranked proposals susceptible for award. See Section 5.08 for details.

100 <u>max points</u> – On-site Review

Section Six, continued SAMPLE PROPOSAL EVALUATION FORM

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

Offeror – Firm Name	
Evaluator - Name of PEC Member	
Date of Review	Total Score

EVALUATION CRITERIA AND SCORING THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

Proposals will be evaluated against the questions set out below.

Offeror provides 500 beds in one facility or from multiple facilities Maximum Point Value for this Section – 50 points

a. Does the offeror provide 500 beds in one facility or from multiple facilities?

Understanding of the Work to Be Performed Maximum Point Value for this Section – 25 points

- a. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- b. How well has the offeror demonstrated that it understands the security services the State expects it to provide?
- c. How well has the offeror demonstrated that it can meet the services commencement date of no later than 2/21/2020?
- d. How well has the offeror demonstrated that it understands and is compliant with all the required offender services, offender programs, offender jobs, medical care, etc.?
- e. How well has the offeror demonstrated that it is compliant with the offender custody levels?
- f. Is the offeror clear on its capability to provide 500 beds? If the offeror is submitting for a facility that is a minimum of 250 beds, but not a total of 500 beds, is the offeror clear on its capability to provide the beds?

Plan for Services Maximum Point Value for this Section – 150 points

- a. The number of beds being proposed is desired to be at least 500? Is the offeror able to provide more than 500 beds?
- b. Preference is for one facility to house all 500 inmates, can the offeror provide this? If the offeror is proposing multiple facilities to provide 500 beds, can the offeror provide this? If the offeror is submitting for a facility that is a minimum of 250 beds, but not a total of 500 beds, can the offeror provide this?
- c. How well does the offeror meet the safety, sanitation and health standards required?
- d. How well does the offeror describe and meet all the administration requirements?
- e. How thoroughly has the offeror described their staffing plan, qualifications, screening and vacancies? How well does their security staff to inmate ratio meet security requirements?
- f. How adequate is their plan the hiring and retaining qualified staff?
- g. How adequate is their training program?
- h. How adequate does the offeror describe their prisoner fiscal management practices?
- i. How well has the offeror detailed their prisoner management practices?

- j. How well did the offeror describe their ability to transport prisoners to and from the area airport? How far from the airport is the facility? (within 2 hours)
- k. How thoroughly did the offeror respond to the RFP requirements for prisoner security and control practices?
- I. How well did the offeror respond to the classification and parole planning requirements?
- m. How well did the offeror respond to the records and reporting requirements?
- n. How thoroughly did the offeror respond to the requirements for the following programs?
 - Prisoner employment
 - Academic Education
 - Post Secondary Academic Programs
 - Vocational Education
 - Substance Abuse
 - Pre-release / Reentry Transition Programming
 - Leisure Time Activities
 - Library
 - Volunteer Programs
 - Religious Programming
 - Access to Court and Legal Materials
 - Visitation
- o. How thoroughly has the offeror described support services?
- p. How well is the food service program described compared to the requirements?
- q. How detailed is the offeror's inmate health care program and how well does it meet the requirements in the RFP? How well are the following categories described in the offeror's plan?
 - Medical Staffing is the inmate to medical staff ratio acceptable? How well has the offeror addressed their ability to hire and retain qualified staff?
 - On-site health care services to include intakes, initial physical exam, sick call, physical exams, emergency care, age-based and/or clinically indicated testing, chronic care, post-hospitalization and emergency room evaluation, oral health care, mental health care, medication and pharmacy, radiological services, optometry and ophthalmologic services, additional services, segregated prisoners med-seg unit, non-medical segregation units,
 - Off-site Medical svc distance from hospital services within one hour, JHACO certified hospital within one hour of the facility
 - Billing/Reimbursement for Medical Expenses
 - Continuous Quality Improvement (CQI)
 - Infectious Disease & Control Program
 - Medical/Mental Health Records
 - Inmate Health Care Physical Plant, Operations & Logistical Support
 - Records and Audits
 - Medical liability
 - HIPPA Confidentiality
- r. Does the offeror have a direct relationship (contractual or otherwise) with a local hospital for inpatient services? Is there a pass through discount available for DOC?
- s. How well has the offeror identified assumptions, pertinent issues and potential problems related to the project?
- t. Does the offeror suggest solutions to issues or potential problems?

Facility Requirements

Questions regarding the facility requirements in light of the needs of Alaskan prisoners. These questions are to be addressed in the proposal through drawings, photos or floor plans, rather than in the on-site evaluation.

- u. How informational and helpful are the drawings, photographs, and/or videotapes of the facility? (to facilitate understanding of the layout of the facility, traffic flow of staff and prisoners, and security, etc.)
- v. How well does the offeror describe (or show on maps) the physical location of the facility and proximity to airports, highways, hospital(s), fire protection and law enforcement?
- w. Will the cell layouts and dorm configurations, use of pods, segregation cells, and the number of prisoners to a cell work for the needs of DOC?
- x. How well does the space for program, treatment, vocational and recreational activities meet the needs of Alaskan prisoners?
- y. How adequate does the medical, mental health, med seg areas appear to be?
- z. How well does the facility allow for both contact and secure visitation?
- aa. If the facility will house prisoners other than Alaskan prisoners (such as BOP or other state prisoners), how well does it provide for separation of those prisoners?
- bb. Does the offeror provide newer telecommunications technology in their facilities (audio and video conferencing for legal consults, visiting, telemedicine, etc.)?
- cc. Does the offeror utilize a subcontractor for medical services other than hospital? If so, how well do the subcontractors meet the requirement of the RFP?
- dd. Does the offeror have any history of escapes at this facility? If so, does it appear problematic and what has been done to prevent future escapes?
- ee. How thorough are the Facility Policy Manual and Post Orders?

Questions regarding travel to and from the facility (logistics between Alaska and the offeror's facility).

- ff. How easily can prisoners be transported to the facility? Are there any of the following complications? Plane transfers, multiple segments, overnight accommodations required. If so how problematic will it be?
- gg. How many daily flights are available to and from the designated local airport for the facility? How many airlines serve the airport?
- hh. Airfare costs. What is the cost round trip to and from Anchorage to designated airport? Per person, no advance, no weekend. Costs will be obtained by the department for review, all on the same day to ensure equal comparisons.
- ii. Local transport to and from designated airport. How well does the proposal provide for transport of prisoners to and from local designated airport? Is this airport within two hours of the facility(s)? How well does the security and availability meet the needs of Alaskan prisoners?
- jj. Has the offeror described if they can provide transport of prisoners requiring medical services within 1 hour for regular care and 20 minutes for an emergency?

Organizational Structure, Experience and Qualifications Maximum Point Value for this Section – 150 points

Questions regarding the firm:

- a. Does the organization have a long history providing prison services successfully?
- b. How successful is the general history of the firm regarding timely and successful provision of services?
- c. How well does it appear the administrative and management experience is strong and fiscally responsible?

- d. How clear is the organizational chart and its relevancy to the oversight of the facility?
- e. How adequate is the security staffing patterns to the number of prisoners?
- f. How adequate is the medical staffing to the number of prisoners?
- g. If references are contacted, how much confidence does the information obtained give the DOC that the offeror will perform satisfactory or better?
- h. If a subcontractor will perform work on the contract, how well do they measure up to be able to perform the requirements of the RFP?
- i. Has the contractor provided copies of the contracts for services, or clearly defined and explained the provision of services to be provided by any subcontracting arrangements?
- j. Has the contractor (or subcontractor) had previous contracts which resulted in nonperformance issues, other problems, or default of contracts?
- k. How much detail has been provided in the litigation history? Are there items there that are troubling?

Questions regarding the personnel.

- I. How well defined are the accountabilities and responsibilities of the key personnel?
 - Chief of Operations (Company)
 - Facility's Chief Administrator (Warden)
 - Chief of Security
 - Food Services Director
 - Health Care Director
 - Program Manager
 - Other Key Staff
- m. Do the key individuals assigned to administer the prison services contract have experience in providing and administering facilities of similar size with similar programs?
- n. Are resumes current and complete, and do they demonstrate backgrounds that would be desirable for individuals engaged in prison services?
- o. How extensive is the applicable education and experience of the personnel designated to administer the facility and the contract?
- p. How much authority do the key individuals assigned to this project have to make day-today operational decisions and changes?
- q. Do all key persons who will be working under the terms of the contract or subcontract meet required qualifications and licenses?
- r. Does the Warden meet the minimum qualifications and experience listed in Section 2.08?
- s. Does the offeror show a history of being able to maintain a staff of security personnel, consisting of at least 40% that have a minimum of one-year experience in law enforcement or corrections?
- t. Does the contractor proposing on multiple facilities have these key positions for each facility.

Cost Proposal Maximum Point Value for this Section – 400 points

Budget Narrative Maximum Point Value for this Section – 25 points

Questions regarding the proposals budget narrative.

a. Does the proposal provide a list or narrative that explains all direct, indirect, and subcontracted costs associated with the performance of this contract?

- b. Does the narrative explain the percentage of time individuals (or equivalent FTE designation) will be working on this project and the amount of overhead, salaries, etc. assigned to that individual?
- c. Are the costs listed allowable costs, i.e. are they required by the RFP?
- d. How reasonable is the offeror's cost proposal? Are there areas of unjustified costs in specific line items?
- e. Are subcontractor cost estimates reasonable; is there sufficient service description to justify the costs?
- f. Do the costs presented in the budget and explained in the narrative compare favorably with existing (or known?) prison costs or costs for similar services?
- g. Has the offeror adequately established the linkage between their proposed costs, the services identified in their proposal (includes services provided by subcontractors), and the RFP requirements? Are the linkages between costs and service provision reasonable?

Alaskan Offeror's Preference Maximum Point Value for this Section - 100 points

On-site Review Maximum Point Value for this Section – 100 points

The onsite review is a component of the scoring of proposals. Department may send an onsite review team to those facilities considered to be reasonably susceptible for award (See Section 5.08). The review team will complete a Facility Evaluation Questionnaire for each facility.

How well does the facility address the physical plant requirements, is the condition of the facility good, is there adequate space for services and programming, as well as other needs of Alaska prisoner population? How adequate is the facility in the following areas:

- a. Housing configuration and segregation facilities?
- b. Type of supervision and direct observation of prisoner areas?
- c. Perimeter security such as towers, fences and perimeter patrols, weapons, hand-held radios and other security aspects?
- d. Lighting is sufficient inside and outside facility and along perimeter fence?
- e. Number, type and size of transportation vehicles and other vehicles in support of the staff and facility?
- f. Area for officer/staff training?
- g. Food Service/Kitchen area adequate size and clean?
- h. Facility areas amenities adequate for programs such as education, substance abuse, vocational education, exercise facilities, commissary, telephone system, inmate work, leisure activities?
- i. Prisoner visitation area?
- j. Law library access and accommodations?
- k. Medical and dental services area adequate?
- I. Medical segregation adequate?
- m. Pharmacy on-site, medical supplies stocked?
- n. Mental health services area adequate?
- o. Facility inmate intake area?
- p. Climate control?
- q. ADA compliance?
- r. Non-smoking?
- s. Water pressure and temperature adequate?
- t. Emergency equipment location: respirators, weapons, etc.?
- u. Facility appears clean and orderly?

v. Facility Policies & Procedures readily available to staff and Contracting Agency?

SUMMARY SCORES

STEP ONE:

 6.01 TECHNICAL PROPOSAL EVALUATION (see questions ab Offeror provides 500 beds in one facility or from multiple face 	
Understanding of Work to be Performed	Zero to 25 Points
Plan for Services including Facility Questions	
• Experience, Qualifications, and Organizational Structure	
6.02 COST PROPOSAL EVALUATION Calculated based on section 5.05 response. See sections 2.13 - 2.16 for detail calculation and adjustment	
	400 Max Points
6.03 COST BUDGET NARRATIVE	
	Zero to 25 Points
6.04 ALASKA OFFEROR'S PREFERENCE If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror's Preference. The preference will be added to the overall evaluation score of each Alaska offeror. (section 5.06)	
	(Zero or) 100 Points
S	SUBTOTAL POINTS
STEP TWO: 6.05 ON-SITE REVIEW, if applicable • On-site Review	Zero to 100 Points

TOTAL POINTS _____

SECTION SEVEN ATTACHMENTS

7.01 Attachments

- 1. Cost Proposal Form
- 2. Budget Detail Submission Form and Medical Staffing Pattern
- 3. Proposal Responsiveness Checklist
- 4. RFP Receipt Acknowledgment Form
- 5. Offeror Information and Assurance Form
- 6. Proprietary / Confidential Information Form
- 7. Standard Agreement (example)
 - 7.1 Standard Agreement Form for Professional Services
 - 7.2 Appendix A
 - 7.3 Appendix B2
- 8. Definitions
- 9. Certification of Entitlement to the Alaska Bidder Preference
- 10. Department Policies & Procedures (website link)
- 11. Alaska DOC Formulary (Separate document)
- 12. DOC Monitoring/Audit Instrument (Separate document)
- 13. DOC 5-Week Menu
- 14. Transitional Living Community Program

Attachment 1

COST PROPOSAL FORM

Department of Corrections Adult Prison Beds

RFP # 2019-2000-4219

THESE NUMBERS WILL BE USED TO CALCULATE PROPOSAL BUDGET SCORES

*Offerors will need to fill out either Table 1 or Table 2 depending on their offer and then provide offerors authorized signature and date.

Annualized Per Bed Costs for 500 Beds, enter Rate per Bed/Day in Table 1

Table 1 # of Beds	365 Days		*Rate per Bed/Day	Per Diem Bed Annual Cost
500	x 365		X=	
	Total cost for 500 beds per year			

* The daily rate for providing 500 beds will be used to calculate the number of points assigned according to 2 AAC 12.260(D) and Section 2.16.

Table 1: To be considered responsive offerors must be able to provide a minimum of 500 beds in one facility or from multiple facilities, as described in the RFP documents.

Annualized Per Bed Costs for minimum of 250 Beds in one facility, enter number of Beds offered and enter Rate per Bed/Day in Table 2

Table 2 # of Beds	365 Days		*Rate per Bed/Day	Per Diem Bed Annual Cost
	x 365		X=	
	Total cost for	beds per year		\$

*The daily rate for providing minimum of 250 beds in one facility will be used to calculate the number of points assigned according to 2 AAC 12.260(D) and Section 2.16.

Table 2: To be considered responsive offerors must be able to provide a minimum of 250 beds in one facility, as described in the RFP documents.

Offeror Authorized Signature:

Signed	

Date _____

Attachment 2

PROPOSAL Budget Detail Form

Facility	FISCAL YEAR

Category 100: Personal Services/Benefits

Additional pages may be attached to list positions:

Position	Salary	\$ / Hour	Hrs./Week	Total			
101 PS / Administrative Staff (Administrators, Directors, etc.)							
	,	, ,					
102 PS / Support Staff (Account	102 PS / Support Staff (Accountants, Clerks, etc.)						
		,					
103 PS / Program Staff (Counse	lors, Case Mana	agers, Program	Manager, etc.)				
104 PS / Security Staff (Monitors	, Guards, etc.)						
105 PS / Transportation (Drivers	, etc.)						
106 PS / Facilities Maintenance, etc.)							
SUBTOTOAL							

		1 1
Leave Pay (%)		
Benefits (%) Details		
TOTAL PERSONAL SERVICES/BENEFITS		

Fringe Benefits Detail

Item	%	Retirement	
FICA		Health Insurance	
Unemployment Insurance		Other	
Workers Compensation			

PROPOSAL Budget Detail Form, Page 2, continued

Category 200: Transportation / Travel

	Use "Expense		
Description	Expense	Rate	Total
201 Offender Transportation (ground):			
Vehicle Fuel / gas			
Taxi / etc.			
Staff perdiem / meals			
\$ / mile (rate/mile for employees or subcontractors)			

Use "Expense" or "Rate"

Description	Expense	Rate	Total
202 Personnel Training & Travel:			
Staff conference / training costs			
Vehicle fuel / air			
Perdiem / meals / lodging			
\$ / mile (rate/mile for employees or subcontractors)			

TOTAL TRANSPORTATION AND TRAVEL

Category 300: Facility Expenses

Description	Rate	Total
301 Utilities		
Heating / fuel		
Electricity		
Water / sewer / garbage		
Cable television		
302 Communication (Telephone / fax)		
303 Facilities Maintenance / Repairs		
304 Depreciation / Amortization		
305 Lease or rent on facility		
306 Other		
TOTAL FACILITY EXPENSES		

PROPOSAL Budget Detail Form, Page 3, continued

Category 400: Consumable Supplies

Deserviction	Rate	Total
Description		
401 Office Supplies		
402 Program Supplies		
403 Household Supplies		
404 Medical Supplies		
405 Immunizations		
406 Subscriptions		
407 Postage and Shipping		
408 Computers, Supplies/Software under		
409 Food Service		
410 Laundry		
411 Other Supplies		
TOTAL COMMODITIES / SUPPLIES		

Category 500: Equipment

Description	Rate	Total
501 Furniture / Major Appliance Maint. /		
502 Rentals		
503 Leases		
504 Vehicle Lease		
505 Vehicle Maintenance / Repairs		
506 Depreciation		
507 Other		
TOTAL EQUIPMENT	•	

PROPOSAL Budget Detail Form, Page 4, continued

Category 600: Other Operating Expenses

	Rate	Total
Description		
601 Printing		
602 Advertising		
603 Insurance		
604 Legal Expenses		
605 Audit Expenses		
606 Urinalysis Testing		
607 Dues		
608 Management Fees		
609 Professional Licensure		
610 Taxes (State / Local / Federal)		
611 Interest Expense		
612 Contributions		
613 Resident Trust Expense		
614 Resident Account Bank / Check Fees		
615 Computer Technical Support		
616 Nutritionist		
617 Other		
TOTAL OTHER OPERATING EXPENSES		

Total Direct Cost	Rate	Total

Total Indirect (Profit Margin)	Rate	Total

PROPOSAL Budget Detail Form, Page 5, continued

Budget Category	Total Budget
100 Personal Services / Benefits	
200 Transportation / Travel	
300 Facility Expenses	
400 Consumable Supplies	
500 Equipment	
600 Other Operating Expenses	
Total Direct / Indirect Costs	
Indirect Costs (Profit Margin)	
Total Budget	

_____ Approved

_____ Denied

Director, Division of Institutions

Date

Comments:

Attachment 2-A

Medical Staffing Pattern Dedicated Health Care Staffing

Note: These are FTE positions to cover care to Alaskan prisoners.

Facility administrative positions or those providing occupational health to security are NOT included.

	<u>500</u> Inmates
Positions:	
Administrative	<u>FTE</u>
Health Administrator (Med + MH) Director of Nursing (RN) Asst DON Administrative Clerk Medical Records/Scheduler Medical Scheduler	
Physician & Dental	
Medical Physician Mid-levels: Nurse Practitioner- Physician Assistant Dentist Dental Hygienist Dental Assistant	
Nursing & Support Positions RNs Relief factor @ 20% LPNs Relief factor @ 20% X-ray Tech	
<u>Mental Health</u> Mental Health Coordinator / Ph.D Mental Health Clinicians (MH III & II) Mental Health Case Worker/Counselors Consultant Psychiatrist	

Total:

102

Attachment 3

PROPOSAL RESPONSIVENESS CHECKLIST

Adult Prison Facility RFP # 2019-2000-4219

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

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

Description	Checklist
Proposal (sealed) received by 4:00 p.m. November 13, 2019, in the office of the procurement officer	
Proposal includes original & 7 Copies (8 total copies)	
Table of Contents (sec. 5.02)	
Offeror Information & Assurance Form – signed & notarized (sec. 503.A, Attachment 5)	
Evidence of Alaska Business License (sec. 2.12, 5.03.B)	
Conflict of Interest Statement (sec. 1.17, 5.03.C)	
Understanding of Work to be Performed (5.04.A)	
Plan for Services (5.04.B)	
Experience, Qualifications, and Organizational Structure (sec. 2.08, 5.04.C)	
Proposed Cost Forms (sec. 5.05, Attachment 1, Attachment 2, and Attachment 2A)	
Budget Narrative (sec.5.06)	
Alaska Bidder Preference Statement (if applicable/Sec. 2.14, Attachment 9)	
Alaska Veteran Preference Statement (if applicable/Sec. 2.15)	

Attachment 4

RFP RECEIPT ACKNOWLEDGMENT FORM

(Return to Procurement Officer listed in section 1.01 as soon as possible. This form does not commit the vendor in any way and all acknowledgements remain confidential during the procurement process)

Adult Prison Facility

RFP # 2019-2000-4219 ISSUED October 22, 2019

I have received the above specified RFP and

DO INTEND TO RESPOND WITH A PROPOSAL

DO NOT INTEND TO RESPOND WITH A PROPOSAL

AGENCY/ORGANIZATION/INDIVIDUAL

ADDRESS

SIGNATURE

DATE

					Attachment 5
		ROR INFORMAT Request for Prop ate of Alaska / De	osals # 2019 [.]		
Title: Location of Project: Contract Projected to Begin: Contract Projected to End:			-	?S	
A.	Offeror's (Agency or I	ndividual) Name:			
В.	Offeror's Address:				
	Telephone Number:				
C.	Status: For Profit:	Non-Prof	it:	Other:	
D.	Alaska Business Lice	nse Number:			
E.	Internal Revenue or S	ocial Security Nu	ımber:		
F.	Professional Registra	tion Number (if ap	oplicable):		
G.	Recipient Contact Pe	rson:			
H.	Authorized Represent	ative:			
I.	TERMS AND CONDI [®] with all terms and cor			ge, the Offeror certif	ies that it is complying
J.	The Offeror(s), by ex bound by the terms o proposal due date.				
Offere	or's Authorized Signatu	re and Title*		Date (Month	h, Day and Year)
	t be sworn before a not to and subscribed bef		day of		, 20
		.			NOTARY PUBLIC
		IVI	ly commissior	i expires:	

* Proposals must be signed by an individual authorized to bind the offeror to its provisions (see sections 2.01 and 5.03[a]).

Attachment 6

RFP 2019-2000-4219

PROPRIETARY / CONFIDENTIAL INFORMATION

SUMMARY FORM

PAGE No:	REASON(S) FOR WITHHOLDING FROM DISCLOSURE	Proc. Officer Approval
		PAGE No: REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Identify the reason for withholding from disclosure by applying the applicable code from below and/or by written explanation.

A= This page contains information relating to "trade secrets", and "proprietary information" including processes, operations, style of work, or apparatus, identify, confidential statistical data, amount or source of any income.... of any person (or) partnership.

B= This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public.

C= This page contains proprietary information containing confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and may impair the Government's ability to obtain necessary information from the contractors in the future.

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

Attachment 7.1

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code		4. Agency Appropri	ation Code
5. Vendor Number		7. Alaska Busine	ess License Number		
This contract is between the State of	Alaska,				
8. Department of	Division				
					hereafter the State, and
9. Contractor					
EX	AMPLE				hereafter the Contractor
Mailing Address	Street or P.O. Box	City		State	ZIP+4
10. ARTICLE 1. Appendices: Appe	endices referred to in this contract a	and attached to it a	are considered pa	art of it.	
ARTICLE 2. Performance of Second	ervice:				
2.2 Appendix B2 sets f	al Provisions), Articles 1 through 1 orth the liability and insurance prov rth the services to be performed by	visions of this cont		rices under this contract.	
	ance: The period of performance t		gins		, and
ends		·			
ARTICLE 4. Considerations:					
4.1 In full consideration	of the contractor's performance u in accordance v	nder this contract, with the provisions	er this contract, the State shall pay the contractor a sum not to exceed		
4.2 When billing the St	ate, the contractor shall refer to the	e Authority Numbe	uthority Number or the Agency Contract Number and send the billing to:		
11. Department of	Attention: Div	Attention: Division of			
Mailing Address	Attention:	Attention:			
12. CONTRA	CTOR	14 CERT	FICATION: 1 c	ertify that the facts he	rein and on supporting
Name of Firm		docum agains encum	14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in		
Signature of Authorized Representative	Date				on. I am aware that to ations on a public record,
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	or know	vingly destroy, m	nutilate, suppress, conce	eal, remove or otherwise
Typed or Printed Name of Authorized Re	presentative	impair the verity, legibility or availability of a public record constitue tampering with public records punishable under AS 11.56.815 Other disciplinary action may be taken up to and including dismiss			der AS 11.56.815820.
Title					
13. CONTRACTIN	G AGENCY	Signature of Head of Contracting Agency or Designee Date		Date	
Department/Division	Date				
Signature of Project Director	Typed or Printed Name				
Typed or Printed Name of Project Directo	Title				
Title					

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

Attachment 7.2

APPENDIX A GENERAL PROVISIONS

Article1. 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.

Article5. 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.

Article7. 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.

Article9. 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.

10.Ownership of Documents. Article

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 7.3

APPENDIX B² INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, 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 within Contractor state.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by all states in which its employees are engaging in work. 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 \$5,000,000 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 \$1,000,000 combined single limit per claim.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$5,000,000 per claim/annual aggregate.

02-093 B2 (Rev. 06-14)

Adult Prison Services RFP 2019-2000-4219

Definitions:

As used in this solicitation, the following terms have the definition set opposite each term.

"ACA" – The American Correctional Association.

"ACA Standards" – The most current Standards for Adult Correctional Institutions published by the American Correctional Association.

"Acute condition" – An immediate or severe episode of illness or the treatment of injuries related to an accident, trauma or other impairment or during recovery from surgery.

"Authorized representative" – Any person or entity duly authorized and designated in writing to act for and on behalf of a party to this agreement or contract, which designation has been furnished to all the parties herein.

"Chronic care" - A pattern of continuous medical care that focuses on prisoners with longstanding or persistent disease or health conditions. It includes care specific to the problem as well as other measures to encourage self-care, to promote health and to prevent loss of function.

"Commissioner" – The Commissioner for the Alaska Department of Corrections.

"Contract" – The signed agreement for services. A copy of the RFP will be attached as part of the final contract. The contractor's proposal will also become a part of the final contract.

"Contract Monitor" – The person(s) designated by the Department of Corrections to monitor operation of the Facility for Contract compliance and/or to assist in the coordination of actions and communications between the Department and the Contractor.

"Contractor" – The Contractor awarded the Contract develop and/or operated the Facility as described in this RFP.

"Correctional Services" - Those functions set forth in the proposal.

"Court Orders" – Any existing or future orders or judgments issued by a court of competent jurisdiction; or any existing or future stipulations, agreements, or plans entered into in connection with litigation which are applicable to the operation, management or maintenance of the facility or related to the care and custody of prisoners at the facility.

"Custody Levels" – The custody levels specified in Alaska Administrative Code Regulations.

"Department or DOC" – The Alaska Department of Corrections.

"Director" – The Director of the Division of Institutions for the Alaska Department of Corrections.

"Employee" – An employee of the Contractor or a sub-contractor providing services under the Contract.

"Effective Date of Contract" – The date on which the Contract is executed.

"Emergency" – Any significant disruption of normal facility procedure, policy or activity caused by prisoner disturbances, work or food strikes, food borne illness, escapes, fires, natural disasters, any prisoner death other than natural causes prisoner death other than by natural causes or other serious incidents.

"Emergency care" – The medical or surgical care necessary to treat the sudden onset of a potentially life or limb threatening condition or symptom for which treatment must begin within 12 hours after onset. Heart attacks, strokes, poisoning, loss of consciousness or respiration, convulsions allergic reactions or drug overdoses are examples of medical care emergencies.

"Facility" – The fully equipped and furnished correctional facility to be designed, constructed and/or operated by the Contractor. This includes housing units, administrative offices and all other structure and improvements of whatever kind, including but not limited to all support buildings, roads, fences, and utility systems; for the incarceration of prisoners assigned by the Department.

"Fiscal Year" – Each one-year period beginning on July 1 and ending on June 30, that is used for budgeting and appropriation purposes by the State.

"Force Majeure" – The failure to perform any of the terms and conditions of the contract resulting from acts of God.

"Indigent Prisoner" – a prisoner who has less than \$20.00 available in his or her account and who has had no more than \$50.00 in his or her account during the preceding 30 days. A prisoner with more than \$50.00 in his or her account during the preceding 30 days will be considered indigent if no more than \$50.00 remains after mandatory deductions (restitution, or civil judgments) or deductions made for educational materials or courses, counseling, or health care.

"Inpatient Care" – Health care received by a prisoner admitted to an institution licensed and operated pursuant to law which is primarily engaged in providing health services on an inpatient basis for the care and treatment of injured or sick individuals through medical, diagnostic and surgical facilities.

"Lethal force" – The force a person uses with the purpose of causing or creating a substantial risk of death or serious bodily harm.

"Major mental illness" – A prisoner will be identified as having a major mental illness if they are prescribed psychotropic medication.

"Medical care" - All care that is not classified as emergency care which is routinely required by operating standards.

"NCCHC" – National Correctional Care Health Commission

"NITA or ITA" – Notice of Intent to Award or Intent to Award

"Outpatient Care" – Health care provided when the prisoner remains ambulatory and is not kept in a health care facility overnight. "Parole Board" – The Alaska Parole Board including current members of the Board and the staff assigned to the Board.

"Per Diem Rate" – The charge per prisoner per day.

"Program Manager" - Coordinates programming within the facility to include but not limited to: educational, vocational, pro-social, rehabilitative, reentry, inmate clubs and hobbies/activities/arts.

"Proposal" – The Proposal (or offer) together with all appendices and amendments.

"Prisoner" – Any person committed by the courts to the DOC and assigned by the DOC to the Facility.

"Prisoner Day" – Each 24 hour period a prisoner is admitted to the Facility, plus the first day of incarceration, but not the last.

"Prisoner Welfare Fund"- A special fund created for the benefit and general welfare of the prisoners at the Facility.

"Reimbursable medical costs" – Those medical, dental, and mental health costs payable by DOC.

"RFP or Request" - This Request for Proposals, together with all attachments and amendments.

"Service Commencement Date" - The first day that Prisoners are received at the Facility.

"Standards" or "Operating Standards" – The standards described in the RFP and the Proposal, including without limitation, applicable federal, state and local laws, codes, regulations, constitutional requirements, Court Orders, ACA and/or NCCHC accreditation standards, Department policies and procedures set for in the appendix, as revised, or made applicable to the Contractor at a later date by written notice from DOC. If two or more Standards are in conflict, the more stringent shall apply, as determined by DOC. If any provision of the Contract is more stringent than an applicable Standard or Standards, as determined by DOC, the Contract provisions shall govern.

"State" - The State of Alaska, or the Alaska Department of Corrections.

"Subcontract" – Any agreement entered into by the contractor with another entity to provide services and supplies to perform contract services.

"Unforeseen Circumstances" – Those acts or occurrences beyond the reasonable contemplation of the parties at the time of the execution of the contract which materially alter the financial conditions upon which the Contract is based. This is provided that such acts shall not include acts within the control of the party claiming an unforeseen circumstances or changes in law or regulation. Unforeseen circumstances shall include the failure of the Legislature to appropriate funds.

"Urgent care" – Care medically necessary to prevent deterioration, other than normal aging, of a prisoner's heath that results from an unforeseen illness or injury and the care cannot be delayed.

CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

1. 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. As of the closing date of the Request for Proposals, the Offeror holds a valid Alaska business license in one of the following forms:

- a. a cancelled check for the business license fee;
- b. a copy of a business license application with a receipt date stamp form the State's business license office;
- c. a receipt from the State's business license office for the license fee;
- d. the Offeror's valid business license certificate;
- e. a sworn notarized affidavit that the Offeror has applied and paid for a business license.
- 2. The Offeror is submitting its offer under the name as it appears on the Offeror's current Alaska business license.
- 3. The Offeror has maintained a place of business within the State of Alaska staffed by the Offeror or an employee of the Offeror for a period of six (6) months immediately preceding the closing date of the Request for Proposals.
- 4. The Offeror is incorporated or qualified to do business under the laws of the State, is a sole proprietorship, and the proprietor is a resident of the State, or is a partnership, and all partners are residents of the State; and,

In order to be considered an Alaska Bidder and entitled to the Alaska Bidder Preference, a limited liability company (LLC) organized under AS 10.50.010-10.50.995 must meet the requirements of AS 36.30.170(b) and the manager of the LLC must be a resident of the State of Alaska.

Signature of Offeror or Offeror's Authorized Agent

Date

Printed Name

STATE OF ALASKA DEPARTMENT OF CORRECTIONS RFP 2019-2000-4219

POLICIES AND PROCEDURES

The DOC policies and procedures referenced in this RFP may be reviewed at the website provided below. Also, copies may be obtained from the Procurement Officer listed in Section 1.01. Security policies in the #1200 series are not listed on this website. You may obtain them by request from the Director of Institutions, Jacob Wyckoff, at 907-761-5640, or by contacting the Procurement Officer.

The Contractor shall adhere to all DOC policies relating to inmate care or may adopt policies of their own for Alaska's inmate care upon approval of the Director of Institutions.

Alaska DOC Policies & Procedures:

http://www.correct.state.ak.us/corrections/pnp/policies.jsf

Alaska Department of Corrections

Central Pharmacy Formulary

See Separate Document Attachment 11 (attached 31 pages at the end of this RFP document)

Alaska DOC Monitoring Instrument

Audit Criteria

See Separate Document Attachment 12 (attached 49 pages at the end of this RFP document)

Alaska DOC Food Services

Menus

See Separate Document Attachment 13 (attached 33 pages at the end of this RFP document)

Transitional Living Community Program

See Separate Document Attachment 14 (attached 5 pages at the end of this RFP document)

ALASKA DEPARTMENT OF CORRECTIONS CENTRAL PHARMACY FORMULARY

PREFACE

The FORMULARY is a listing of the therapeutic agents which have been approved for use in the Alaska correctional system and which are routinely stocked by the Central Pharmacy. Physicians, dentists, and medical staff should use formulary items when possible.

Non-formulary items, if justified, can be ordered through the Central Pharmacy. In order to make use of the formulary system and conserve monetary resources, prescriptions may be filled with exact generic equivalents.

Normal operating hours for the Central Pharmacy are 7:30 a.m. - 3:30 p.m., Monday through Friday, excluding holidays. Medication may be requested at all times by using the telefax machine, 269-7335 (Pharmacy).

In the event that a drug is required on an emergency basis and the department pharmacist is not available, the Institution Health Care Officer is authorized to locally purchase enough to allow for medication until the department pharmacy can respond to the need.

A request to use non-formulary drugs must be completed by staff from the requesting institution.

ALASKA DEPARTMENT OF CORRECTIONS FORMULARY LIST

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Biological and Immunologic Agents

Generic Name	Trade Name	Strength
Diagnostic Tests		
Purified Protein Derivative, PPD	Tubersol, Aplisol	5 TU/0.1ml
Toxoids		
Tetanus, Diphtheria, Pertussis	Tdap	
Vaccines		
Hepatitis A Vaccine	Vaqta	1440 EL.U
Hepatitis B Vaccine(Recombinant)	Engerix B	
Influenza Virus Vaccine		
Measles, Mumps, and Rubella Live	MMR II	
Pneumococcal 23 Valent	Pneumovax, Pnu-Imune	

Generic Name	Trade Name	Strength
Alpha 1 Adrenergic Blockers		
Prazosin capsule	Minipress	1mg, 2mg, 5mg
Tamsulosin capsule	Flomax	0.4mg
Antiadrenergic Agents-Centrally Acting		
Clonidine tablet	Catapres	0.1mg, 0.2mg
Antiadrenergics/Sympatholytics		
Beta-adrenergic Blocking Agents		
Carvedilol tablet	Coreg	3.125mg, 6.25mg, 12.5mg
Metoprolol Tartrate tablet	Lopressor	25mg, 50mg
Nadolol tablet	Corgard	20mg
Propranolol tablet	Inderal	10mg, 40mg
Antihyperlipidemic Agents		
Atorvastatin tablet	Lipitor	20mg, 40mg
Fish Oil capsule		1000mg
Gemfibrozil tablet	Lopid	600mg
Niacin Timed Release tablet		500mg
Simvastatin tablet	Zocor	10mg, 20mg
Calcium Channel Blocking Agents		
Amlodipine tablet	Norvasc	2.5mg, 5mg,10mg
Diltiazem CD/ER capsule	Cardizem CD	120mg, 180mg, 240mg, 360mg
Verapamil ER tablet	Calan SR	120mg, 180mg, 240mg
Diuretic Agents		
Furosemide tablet	Lasix	20mg, 40mg
Hydrochlorothiazide capsule		12.5mg
Spironolactone tablet	Aldactone	25mg, 50mg
Inotropic Agents		
Digoxin tablet	Lanoxin	0.125mg, 0.25mg
ACE Inhibitors		
Lisinopril tablet	Prinivil, Zestril	5mg, 10mg, 20mg
Angiotensin II Receptor antagonists		
Losartan tablet	Cozaar	25mg, 50mg
Sympathomimetic Agents,		
Adrenergics, Vasopressors		
Epinephrine inj		Injection 1mg/ml
Vasodilators		
Isosorbide Dinitrate tablet	Isordil	10mg, 20mg
Nitroglycerin Sublingual tablet		0.4mg

Generic Name	Trade Name	Strength
Agents for Migraine		
Sumatriptan tablet	Imitrex	25mg, 50mg, 100mg
Analgesics - Non-opioid Agents		
Acetaminophen	Tylenol	325mg tab, 160mg/5ml elix, 650mg supp
NonSteroidal Anti-Inflammatory Ager	nts	
Aspirin EC tablet		81mg, 325mg
Aspirin with buffers tablet	Bufferin	325mg
Ibuprofen tablet	Motrin	200mg, 800mg
Indomethacin capsule	Indocin	25mg
Ketorolac injection	Toradol	30mg/ml
Meloxicam tablet	Mobic	7.5mg, 15mg
Naproxen tablet	Naprosyn	250mg, 500mg
Analgesics - Opiate Agonists		
Codeine Phosphate/Acetaminophen	Tylenol #3	30mg/325mg
		12mg-120mg per 5ml
Hydrocodone/Acetaminophen tablet	Anexia, Lortab,	5mg/325mg
	Vicodin	10mg/325mg
Antianxiety Agents		
Buspirone tablet	Buspar	10mg, 15mg
Hydroxyzine Pamoate capsule	Vistaril	25mg
Anticonvulsants		
Carbamazepine tablet	Tegretol	200mg
Divalproex Sodium DR tablet		250mg, 500mg
Lamotrigine tablet	Lamictal	25mg, 100mg
Levetiracetam tablet	Keppra	500mg
Phenobarbital tablet		30mg
Phenytoin Na Extended Release cap	Dilantin	30mg, 100mg
Topiramate tablet	Topamax	25mg, 50mg, 100mg
Valproic Acid capsule		250mg
Valproic Acid solution	Depakene	250mg/5ml

State of Alaska Adult Prison Facility

Therapeutic Category

Central Nervous System Agents

Generic Name	Trade Name	Strength	
Antidepressants			
Amitriptyline tablet	Elavil	10mg, 25mg, 50mg	
Citalopram tablet	Celexa	20mg	
Doxepin capsule	Sinequan	10mg, 25mg, 50mg, 75mg, 150mg	
Fluoxetine capsule	Prozac	10mg, 20mg	
Mirtazapine tablet	Remeron	15mg	
Paroxetine tablet	Paxil	20mg	
Sertraline tablet	Zoloft	50mg, 100mg	
Trazodone tablet	Desyrel	50mg	
Venlafaxine tablet	Effexor	37.5mg, 75mg	
Antiemetics			
Meclizine tablet	Antivert	25mg	
Metoclopramide tablet	Reglan	10mg	
Ondansetron tablet	Zofran	4mg	
Promethazine tablet	Phenergan	25mg	
Promethazine injection		25mg/ml	
AntiEPS Agents			
Amantadine HCL capsule	Symmetrel	100mg	
Benztropine tablet	Cogentin	0.5mg, 2mg	
Trihexyphenidyl tablet	Artane	2mg, 5mg	
Antimanic Agents			
Lithium Carbonate capsule		300mg	
Lithium Carbonate extended release tab	Eskalith Cr	450mg	
Lithium Citrate Solution		300mg/5mL	
Antimuscarinics/Antispasmodics			
Dicyclomine	Bentyl	10mg capsule, 20mg tablet	
Antipsychotics			
Chlorpromazine tablet	Thorazine	25mg, 50mg, 100mg, 200mg	
Fluphenazine Decanoate injection	Prolixin Decanoate		
Fluphenazine injection	Prolixin	2.5mg/ml	
Fluphenazine tablet		1mg, 2.5mg, 5mg, 10mg	
Haloperidol Decanoate injection	Haldol D	100mg/ml	
Haloperidol injection	Haldol	5mg/ml	
Haloperidol tablet		1mg, 2mg, 5mg	
Olanzapine tablet	Zyprexa	5mg, 10mg	
Perphenazine tablet		2mg, 4mg, 8mg	

Central Nervous System Agents

Generic Name	Trade Name	Strength
Antipsychotic Agents cont.		
Risperidone tablet	Risperdal	1mg, 2mg
Risperidone solution		1mg/ml
Ziprasidone capsule	Geodon	20mg, 40mg, 60mg, 80mg
Ziprasidone IM for injection		20mg/ml
Benzodiazepines		
Clonazepam tablet	Klonopin	0.5mg, 1mg
Diazepam injection	Valium	5mg/ml
Diazepam tablet		5mg
Lorazepam injection	Ativan	2mg/ml
Lorazepam tablet		1mg
Injectable Local Anesthetics		
Bupivacaine injection	Marcaine	0.50%
Lidocaine injection	Xylocaine	1%, 2%
Lidocaine 1% with Epinephrine inj		1%
Lidocaine 2% with Epinephrine inj		2%
Opiate Antagonists		
Naloxone nasal spray		4mg/0.1ml
Naltrexone tablets		50mg
Respiratory and Cerebral Stimulants		
Ammonia inhalant ampule		15%

Skin and Mucous Membrane Agents

Generic Name	Trade Name	Strength
Antibiotics		
Bacitracin ointment		30gm, 0.9gm packets
Bacitracin, Neomycin, Polymyxin B	Triple Antibiotic	30gm, 0.9gm packets
Clindamycin phosphate topical solution	Cleocin T	1%, 30ml
Clindamycin vaginal cream	cleocin	2%, 40gm, 7 day treatment
Mupirocin ointment	Bactroban	2%, 22gm
Antifungals		
Ciclopirox cream		0.77%, 15gm
Clotrimazole vaginal cream	Lotrimin	1%, 45gm, 7day treatment
Ketoconazole cream	Nizoral	2%, 15gm, 30gm
Miconazole cream	Monistat	2%, 30gm
Miconazole vaginal supp		100mg, 7day treatment
Nystatin cream/ointment		100,000u/gm, 15gm, 30gm
Nystatin Oral Suspension	Nilstat	100,000 units/ml
Tolnaftate Powder	Tinactin	1%, 45gm
Anorectal agents		
Hydrocortisone rectal suppository		25mg
Phenylephrine with hard fat suppository	Anusol , Anumed	0.25% phenylephrine
Phenylephrine/mineral oil/petrolatum	Preparation H	0.25% / 14% / 72%
Hemorrhoidal pads (witch hazel)	Tucks	50%, 100 pads
Burn Preparations		
Silver Sulfadiazine cream	Silvadene	1%, 20gm
Corticosteroids		
Betamethasone diproprionate cream/oint		0.05% , 15gm
Fluocinolone Acetonide solution	Synalar	0.01% 60ml
Fluocinonide cream/ointment	Lidex	0.05%, 15mg, 30mg
Hydrocortisone cream/ointment		1%, 30gm, 0.9gm packets
Triamcinolone Acetonide cream/oint	Kenalog	0.1% 15gm, 80gm
Triamcinolone Acetonide paste	Kenalog in Orabase	0.1%, 5gm
Emollients, Demulcents, and Protectants		
Hydrophor ointment	Aquaphor	454gm
Hydrocerin cream	Eucerin	113gm
White Petrolatum		5 gm packets

Generic Name	Trade Name	Strength
Irrigating Solutions		
0.9% Sodium Chloride for Irrigation		1000ml
Sterile Water for Irrigation		1000ml
Keratolytic Agents		
Salicylic Acid with Colloidal Sulfur	Sebex	Salicylic 2% / Sulfur 2%
Keratoplastic Agents		
Coal Tar Preparation	Psoriasin Gel	1.25%
Coal Tar Shampoo	Tera-Gel	0.50%
Local Anesthetics		
Benzocaine	Hurricaine Gel	20%
Lidocaine viscous oral		2%
Local Antiinfectives		
Selenium Sulfide lotion	Selsun	2.5% *
Miscellaneous agents		
Aluminum Acetate	Domeboro	12 packets/box
Calamine/Zinc oxide lotion		8% / 8%
Scabicides and Pediculicides		
Permethrin cream/lotion		1%, 5%

Generic Name	Trade Name	Strength
Adrenal Corticosteroids		
Dexamethasone Sodium Phosphate inj	Decadron	4mg/ml
Methylprednisolone acetate inj	Depo-Medrol	40mg/ml
Methylprednisolone tablet	Medrol Dosepak	4mg
Prednisone tablet		5mg, 10mg
Triamcinolone Acetonide inj	Kenalog 40	40mg/ml
Agents for Gout		
Allopurinol tablet	Zyloprim	100mg, 300mg
Colchicine tablet		0.6mg
Antidiabetic Agents - Injectable		
Insulin Human NPH		100units/ml
Insulin Human Regular		100units/ml
Antidiabetic Agents - Oral		
Biguanides		
Metformin tablet	Glucophage	500mg, 850mg, 1000mg
Sulfonylureas		
Glipizide		5mg, 10mg
Antidiabetic Agents - Miscellaneous		
Glucagon injection		1mg
Estrogens/Progestins		
Conjugated Estrogens tablet	Premarin	0.3mg, 0.625mg, 1.25mg
Medroxyprogesterone	Provera	2.5mg, 5mg, 10mg
Miscellaneous		
Dextrose Injection 50%		25gm/50ml
Glucose Tablets		4gm
Glucose Oral Gel 40%	Insta-glucose	15gm

Generic Name	Trade Name	Strength
Oral Contraceptives		
All brands are on the formulary, generic will	be used when available	
Thyroid Agents		
Levothyroxine		numerous strengths

Generic Name	Trade Name	Strength
Ammonia Detoxicant		
Lactulose Oral Solution		10gm/15ml
Antacids		
Alum. Hydrox/Mg Hydrox. Suspension	Maalox	
Calcium Carbonate chewable tablet	Tums	500mg
Anticholinergics/Antispasmodics		
Dicyclomine	Bentyl	10mg capsule, 20mg tablet
Antidiarrheal Agents		
Bismuth Subsalicylate tablet	Pepto-Bismol	262mg
Loperamide capsule	Immodium	2mg
Antiflatulents		
Simethicone tablet	Mylicon 80	80mg
Enzymes		
Lactase tablet	Lactaid	3000, 9000 units
Histamine H2 Antagonists		
Famotidine tablet	Pepcid	20mg
Laxatives		
Bisacodyl suppository	Dulcolax	10mg
Bisacodyl tablet	Dulcolax	5mg
Calcium Polycarbophil tablet	Fibercon	625mg
Magnesium Citrate solution		1.745gm/fl oz
Magnesium hydroxide	Milk of Magnesia	1200mg/15mL
PEG-3350 and electrolytes	GoLytely	4 Liters
PEG-3350	Miralax	238gm
Sodium Phosphate, dibasic & monobasic	Fleets Enema	133ml
Sodium Phosphate Oral Solution	Fleets Phosphosoda	
Miscellaneous Agents		
Sucralfate tablet	Carafate	1gm
Mouth and Throat Products		
Chlorhexidine gluconate oral rinse	Peridex	0.12%
Proton Pump Inhibitors		
Omeprazole capsule	Prilosec	20mg
Stool Softeners		
Docusate Sodium Capsule	Colace	100mg

Generic Name	Trade Name	Strength
Antianemia agents		
Ferrous Sulfate tablet		325mg
Anticoagulants		
Warfarin Sodium tablet	Coumadin	1mg, 2mg, 3mg, 4 mg, 5mg 6mg, 7.5mg, 10mg
Antiplatelet Agents		
Aspirin EC tablet		81mg, 325mg
Clopidogrel tablet	Plavix	75mg

Generic Name	Trade Name	Strength
Electrolytes/Minerals		
Calcium Carbonate tablet		1250mg (500mg calcium) oyster shell
Calcium Carbonate chew tablet	Tums	500mg
Calcium/Cholecalciferol tablet	OsCal w/D3	500mg/200IU
Potassium Chloride tablet		10meq
Intravenous Solutions		
Dextrose 5% in water		100ml, 250ml, 1000ml
Dextrose 5% and 0.45% Sodium Chloride		1000ml
Dextrose 5% and 0.9% Sodium Chloride		1000ml
Dextrose 5% and Lactated Ringers		1000ml
Lactated Ringers		1000ml
Sodium Chloride 0.9%		100ml, 250ml, 500ml, 1000ml
Sodium Chloride 0.9% Sterile injection		10ml
Sterile Water for injection		10ml, 20ml
Vitamins		
Ascorbic Acid tablet	Vitamin C	500mg
Calcium/Cholecalciferol tablet	OsCal w/D3	500mg/200IU
Cholecalciferol tablet	Vitamin D	1000 units
Folic Acid tablet		1mg
Multivitamin tablet		
Multivitamin with Folic acid 0.8mg tablet	Prenatal	*RESTRICTED to pregnant patients*
Pyridoxine tablet	Vitamin B-6	25mg
Thiamine injection	Vitamin B-1	100mg/ml
Thiamine tablet	Vitamin B-1	100mg

Generic Name	Trade Name	Strength
Allergy/Decongestants		
Ketotifen ophthalmic solution		0.025%
Naphazoline HCI ophthalmic solution	Clear Eyes	0.012%
Antibiotic agents		
Ciprofloxacin ophthalmic solution	Ciloxan	0.30%
Erythromycin ophthalmic ointment		0.50%
Gentamicin ophthalmic ointment		0.30%
Gentamicin ophthalmic solution		3mg/ml
Neomycin/PolymyxinB/Hydrocortisone opth.	Cortisporin suspension	3.5mg/10,000u/10mg per ml
Ofloxacin ophthalmic solution	Oflox	0.30%
Sulfacetamide Na ophth ointment		10%
Sulfacetamide Na ophth solution		10%
Corticosteroid agents		
Prednisolone acetate ophthalmic suspension	Pred Forte	1%
Glaucoma Agents		
Brimonidine Tartrate opthalmic solution		0.20%
Latanoprost ophthalmic solution	Xalatan	0.005%
Timolol Maleate ophthalmic solution	Timoptic	0.25%, 0.5%
Irrigating Solutions		
Eye Wash		118ml
Local Anesthetic agents		
Proparacaine HCI ophthalmic solution	Ophthaine	0.50%
Lubricating agents		
Polyvinyl alcohol ophthalmic drops	Artificial Tears	1.4%,
Mineral Oil/Petrolatum/Lanolin ophth. oint.	Lubrifresh PM	15%-83%
Mydriatic agents		
Cyclopentolate HCl ophthalmic solution	Cyclogyl	1%

Generic Name	Trade Name	Strength
Acetic Acid Otic Solution		2%
Carbamide Peroxide otic solution	Debrox	6.50%
Neomycin/PolymyxinB/Hydrocortisone otic susp.	Cortisporin Otic	3.5mg/10,000u/10mg per ml

Generic Name	Trade Name	Strength
Benign Prostatic Hyperplasia Agents		
Finasteride tablet	Proscar	5mg
Tamsulosin capsule	Flomax	0.4mg
Diuretic Agents		
Furosemide injection	Lasix	10mg/ml
Furosemide tablet	Lasix	20mg, 40mg
Hydrochlorothiazide capsule		12.5mg
Spironolactone tablet	Aldactone	25mg, 50mg
Genitourinary Agents		
Oxybutynin Chloride tablet	Ditropan	5mg
Phenazopyridine tablet	Pyridium	200mg

Generic Name	Trade Name	Strength
Allergy/Cough/Cold Combination Agents		
Benzonatate capsule	Tessalon Perles	100mg
Guaifenesin syrup	Robitussin	100mg per 5ml
Antihistamines		
Chlorpheniramine tablet	Chlortrimeton	4mg
Diphenhydramine capsule	Benadryl	25mg
Diphenhydramine elixir		12.5mg/5ml
Diphenhydramine injection		50mg/ml
Hydroxyzine HCL injection		50mg/ml
Hydroxyzine pamoate capsule	Vistaril	25mg
Promethazine injection	Phenergan	25mg/ml
Promethazine tablet		25mg
Antihistamine - Long Acting		
Loratadine tablet	Claritin	10mg
Bronchodilators		
Albuterol Aerosol inhaler	Proventil Inhaler	90mcg/spray, (200 dose inhaler)
Albuterol Nebulizer Solution		2.5mg/3ml
Epinephrine injection	Bee Sting Kit(Epipen)	0.3mg
Epinephrine injection ampules		1mg/ml (1:1000)
Fluticasone/Salmeterol inhaler	Advair Diskus	100mcg/50mcg, 250/50, 500/50 (60 doses)
Ipratropium Bromide inhaler	Atrovent	17mcg/spray (200 dose inhaler)
Ipratropium Bromide nebulizer solution		0.5mg/2.5ml
Glucocorticosteroids		
Methylprednisolone sodium succinate inj	Solu-Medrol	40mg, 125mg, 1gm
Leukotriene Modifiers		
Montelukast tablet	Singulair	10mg

State of Alaska Adult Prison Facility

Generic Name Trade Name Strength Intranasal Anti-Inflammatory Agents Fluticasone Nasal Spray Flonase 50mcg/spray (120 doses) Nasal Decongestants Sodium Chloride Nasal Solution Ocean 0.65% **Respiratory Stimulant** Ammonia Inhalant ampule 15% Steroid Inhalers Beclomethasone Dipropionate MDI QVAR 40mcg/spr, 80mcg/spr (120 doses) Fluticasone/Salmeterol inhaler 100mcg/50mcg, 250/50, 500/50 (60 doses) Advair Diskus

Generic Name	Trade Name	Strength
Antibiotics		
Aminoglycosides		
Gentamicin Sulfate Injection		40mg/ml
Cephalosporins		
Cefazolin injection	Ancef	1gm
Ceftriaxone Sodium for injecton	Rocephin	250mg, 500mg, 1gm
Cefuroxime Axetil capsule	Ceftin	250mg
Cephalexin capsule	Keflex	500mg
Fluoroquinolones		
Ciprofloxacin tablet	Cipro	500mg
Levofloxacin tablet	Levaquin	250mg
Lincosamides		
Clindamycin capsule	Cleocin	150mg
Clindamycin injection		150mg/ml
Macrolides		
Azithromycin tablet	Zithromax	250mg, 600mg
Clarithromycin tablet		250mg, 500mg
Metronidazole		
Metronidazole tablet	Flagyl	250mg
Miscellaneous		
Vancomycin injection		500mg, 1gm
Penicillins		
Amoxicillin capsule		500mg
Amoxicillin/Clavulanate tablet	Augmentin	875mg/125mg
Penicillin G Benzathine injection	Bicillin LA	1.2mu
Penicillin V Potassium tablet	Pen VK	500mg
Sulfonamides		
Sulfamethoxazole/Trimethoprim DS tablet	Bactrim DS	800mg/160mg
Tetracylines		
Doxycycline tablet		100mg
Antituberculosis Agents		
Ethambutol tablet		400mg
Isoniazid tablet	INH	300mg
Pyrazinamide tablet		500mg
Rifampin capsule		300mg
Rifapentine tablet	Priftin	150mg
Urinary Anti-Infective Agents		
Nitrofurantoin monohydrate/macrocrystal capsule	Macrobid	100mg
Sulfamethoxazole/Trimethoprim DS tablet	Bactrim DS	800mg/160mg

Antifungal Agents		
Fluconazole tablets	Diflucan	150mg, 100mg
Antiviral Agents		
Integrase inhibitors		
raltegravir	Isentress	400mg
dolutegravir	Tivicay	50mg
NRTIS		
zidovudine+lamivudine	Combivir	300mg/150mg
emtricitabine	Emtriva	200mg
entecavir	Baraclude	0.5mg, 1mg
lamivudine	Epivir	150mg,300mg
abacavir+lamivudine	Epzicom	600/300mg
zidovudine	Retrovir	300mg
abacavir+zidovudine+lamivudine	Trizivir	300mg/300mg/150mg
tenofovir+emtricitabine	Descovy, Truvada	25mg/200mg, 300mg/200mg
tenofovir	Viread	300mg
abacavir	Ziagen	300mg
Protease inhibitors		
ritonavir	Norvir	100mg
darunavir+cobicistat	Prezcobix	800mg/150mg
darunavir	Prezista	400mg,800mg
atazanavir	Reyataz	200mg,300mg
nelfinavir	Viracept	250mg,625mg
All-in-one combination tablets		
efavirenz+tenofovir+emtricitabine	Atripla	600mg/300mg/200mg
bictegravir+emtricitabine+tenofovir	Biktarvy	50mg/200mg/25mg
rilpivirine+tenofovir+emtricitabine	Complera	25mg/300mg/200mg
elvitegravir+cobicistat+tenofovir+emtricitabine	Genvoya	150mg/150mg/10mg/200mg
emtricitabine+rilpivirine+tenofovir	Odefsi	200mg/25mg/25mg
efavirenz+lamivudine+tenofovir	Symfi	600mg/300mg/300mg
elvitegravir+cobicistat+tenofovir+emtricitabine	Stribild	150mg/150mg/300mg/200mg
darunavir+cobicistat+emtricitabine+tenofovir	Symtuza	800mg/150mg/200mg/10mg
abacavir+dolutegravir+lamivudine	Triumeq	600mg/50mg/300mg
Neuraminidase Inhibitors		
Oseltamivir phosphate capsule	Tamiflu	75mg
Nucleosides and Nucleotides		
Acyclovir tablet	Zovirax	400mg
Ribavirin capsule		200mg

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0.00/ Sodium Chlorida for Invigation	7
0.9% Sodium Chloride for Irrigation	1
Abacavir	19
Abacavir/Dolutegravir/Lamivudine Abacavir/Lamivudine	19
Abacavir/Lamivudine/Zidovudine	19
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	2
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Albuterol Aerosol	19
Albuterol Nebulizer Solution	16
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Amlodipine	2
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Antimanic Agents	4
Antihyperlipidemic Agents	2
Antipsychotics	4,5
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Bacitracin, Neomycin, Polymyxin B oint	6
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Benzodiazepines	5
Benzonatate	16
Benztropine	4
Betamethasone diproprionate cream/oint	6
Biological and Immunologic Agents	1
Birth Control	9
Bisacodyl	10
Bismuth Subsalicylate	10
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Bupivacaine injection	5
Buspirone	3
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Calcium with Vitamin D	12
Calcium Channel Blockers	2
Calcium Polycarbophil	10
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Carbamide Peroxide Otic solution	14
Cardiovascular Agents	2
Carvedilol	2
Cefazolin injection	18
Ceftriaxone Sodium injection	18
Cefuroxime	18
Central Nervous System Agents	3
Cephalexin	18
Chlorhexidine gluconate oral rinse	10
Chlorpheniramine	16
Chlorpromazine	4
Cholecalciferol	12
Cholestyramine Resin for Oral Susp.	2
Ciclopirox gel	6
Ciprofloxacin ophthalmic solution	13
Ciprofloxacin tablet	18
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Clarithromycin	18
Clindamycin	18
Clindamycin phosphate topical solution	6
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	8
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Dextrose 5% and 0.45% Sodium Chloride	12
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Dextrose 5% in water	12
Dextrose Injection 50%	8
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Diltiazem	2
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Gentamicin Sulfate injection	18
Genvoya	19
Glipizide	8
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Hematological Agents	11
Hemorrhoidal pads	6
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Histamine H2 Antagonists	10
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Meloxicam	3
Metformin	8
Methylprednisolone	8
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Methyprednisolone Sodium Succinate inj.	16
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Metoprolol Tartrate	2
Metronidazole	18
Miconazole	6
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Mineral Oil Enema	10
Miralax Powder	10
Mirtazapine	4
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Multivitamin with Folic acid	12
Mupirocin ointment	6
Nadolol	2
Naloxone	5
Naltrexone	5
Naphazoline HCL ophthalmic drops	13
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Perphenazine	4
Phenazopyridine	15
Phenobarbital	3
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Phenylephrine with hard fat suppository	6
Phenytoin Plavix	3
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Polyethylene glycol 3350	10
Polyvinyl Alcohol ophthalmic solution	13
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Retrovir	19
Reyataz	19
Ribavirin	19
Rifampin	18
Rifapentine	18
Risperidone	5
Ritonavir	19
Salicylic Acid with Colloidal Sulfur	7
Scabicides and Pediculicides	7
Selenium sulfide lotion	7
Selenium sunde lotion	
	4
Silver Sulfadiazine cream	6
Simethicone	10
Simvastatin	2
Skin and Mucous Membrane Agents	6
Sodium Chloride 0.9%	12
Sodium Chloride 0.9% Sterile Injection	12

Sodium Chloride Nasal Solution	17
Sodium Nitroprusside Injection	2
Sodium Phosphate Oral Solution	10
Sodium Phosphate, dibasic & monobasic	10
Spironolactone	2,15
Sterile Water for Injection	12
Sterile Water for Irrigation	7
Stool Softeners	10
Sucralfate	10
Sulfacetamide sodium ophth. ointment/solution	13
Sulfamethoxazole/Trimethoprim DS	15,18
Sumatriptan	3
Systemic Anti-Infective Agents	18, 19
Tamsulosin	2,15
Tenofovir	19
Tenofovir/Emtricitabine	19
Tenofovir/Emtricitabine/Efavirenz	19
Tetanus/Diphtheria/Pertussis Toxoid	1
Thiamine	12
Timolol Maleate Ophth Solution	13
Tivicay	19
Tolnaftate powder	6
Topicals	6
Topiramate	3
Trazodone	4
Triamcinolone Acetonide cream/ointment/paste	6
Triamcinolone Acetonide injection	8
Trihexyphenidyl	4
Trizivir	19
Triumeq	19
Truvada	19
Tums	10
Valproic Acid	3
Vancomycin injection	18
Venlafaxine	4
Verapamil	2
Viread	_
	19
Viracept	19
Vitamins	12
Vitamin C	12
Vitamin D	12
Vitamin D with calcium	12
Warfarin Sodium tablet	11
White Petrolatum	6
White Petrolatum Ophthalmic Oint.	13
Ziagen	19
Zidovudine/lamivudine	19
Ziprasidone	5

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Contract Section:	FACILITY REQUIREME	NTS 4.02

Attachment 12

Applicable Policies: None

State of Alaska

Contract Section	Complia	nce	Comments
General 4.02 A			
1. The facility must be in compliance with applicable zoning ordinances and building, fire, and life safety codes. ACA standards must be m in all areas.	et		
2. There must be a wall and/or double fence, razor wire, detector devices, patrol, and/or tower			
3. Cell doors in units must be lockable. Housing may be in cells, rooms, or dormitories with secur windows. Must have an on-site infirmary.			
4. Facility must be non-smoking for staff and prisoners.			
Safety, Sanitation, Health Standards/Life Safety 4.09 B			
1. National Fire Protection Association Life Safety Codes as well as all other health and safet codes must be maintained. In the event of a conflict, the most stringent will apply.	у		
2. A smoke alarm system that complies with NFPA standards must be in place and hard wired into an annunciation panel at the manned 24 hou location. Fire extinguishers shall be maintained a fully charged condition and inspected monthly.	r in		
3. A written fire and emergency evacuation plan to include diagrams that are communicated to all staff and prisoners must be posted in all areas. These shall indicate the location of all exits, fire extinguishers and the location of first aid supplie			
4. Evacuation drills shall be done quarterly unle housing of extremely dangerous prisoners would jeopardize the security or safety of the facility. Staff must be trained in the implementation of al	SS		

Contract Section	Compliance	Comments
fire and emergency plans.		
5. Fire retardant bedding, pillow and mattress that	ıt	
do not contain petroleum-based synthetic		
materials must be used.		
6. Trash and vermin must be controlled.		
7. Weekly cleanliness inspections must be		
conducted.		
8. Prisoner clothing and bedding must be		
laundered at least weekly at no cost to the		
prisoner.		
9. Personal hygiene items must be provided for		
indigent prisoners.		
10. There must be a comprehensive housekeeping	g	
and maintenance plan to include Infections		
Disease control. (See also 4.14 N).		
11. A safety program must be operated consisten	t	
to OSHA standards.		
12. There must be sufficient outside lighting to		
illuminate the entire perimeter.		

State of Alaska Adult Prison Facility

Date:

For Month:

Date of last Audit:

Facility:

Completed by:

Contract Section:ADMINISTRATION 4.03Applicable PoliciesPrisoner/Media Contact 808.02PREA Investigations 808.20PREA Investigations 808.20Correctional Staff Uniform, Appearance & Rank Insignia 201.07Dress Code for Support Staff Assigned to an Institution 201.11Division of Institutions Probation/Parole Officer Dress 201.12

Contract Section	Compliance	Comments
Contract Personnel Section 4.03 A		
1. The facility must be managed by a single executive officer with an office at the facility.		
2. The facility must be inspected by the Warden on a weekly basis.	1	
3. The qualifications for the Warden are a BA degree from an accredited college or 4 years experience as a CO/PO or 2 years as an assistan warden. <i>Note: See contract for exceptions</i>	t	
Accreditation Section 4.03 B		
1. ACA or NCCHC accreditation must be achieved within 24 months of service commencement date.		
2. Accreditation must be maintained.		
Policies, Procedures and Post Orders Section 4.03 C		
1. A policy and procedure manual that covers facility operations is required.		
2. Post orders for security staff are required and must be updated annually.	1	
3. Post orders must be approved by DOC.		
Meeting Areas Section 4.03 D		

Contract Section	Compliance	e Comments
1. There must be adequate meeting areas, to		
include, the Alaska Board of Parole and Alaska		
Institutional Probation Officers.		
Self Monitoring by Contractor and Contract		
Monitoring 4.03 F & G		
1. The facility must have a self-monitoring		
process.		
2. Reports and action plans must submitted		
within 30 days of a self audit.		
3. The contract monitor must be provided acces	S	
records etc. as defined in Section G in the	.,	
contract.		
Office Space and Furnishings Section 4.03 H		
1. Private spaces will be made available for		
Alaskan Probation officers with furnishings and		
access to a fax, telephone and computer.		
Prisoners from other jurisdictions 4.03 J		
5		
1. Prisoners from other jurisdictions will not be		
housed in the same living units without written		
permission from the Director of Institutions.		
Photographing/ Release of Information 4.03 I	X	
& N		
1. Information about prisoners will not be		
released to the public.		
2. Reporters or photographers are allowed only		
with the advance permission of the Director of		
Institutions or AKDOC Communications		
Coordinator. (Policy 808.02 V)		
3. Media representatives will be afforded the		
same opportunities to tour the institution or to		
visit prisoners as afforded other visitors. (Policy	7	
808.02 V)		
4. Prisoners will be afforded reasonable		
opportunities to contact media representatives.		
(Policy 808.02 V)		

Contract Section	Compliance	Comments
5. Cameras, tape recorders or other sound or		
visual recorders may be allowed only by the		
Warden. (Policy 808.02)		
6. Media access to a prisoner may be limited if	in	
consultation with health care staff it is determined		
that it is inappropriate due to a medical or menta	ıl	
health treatment plan. (Policy 808.02 V C 2)		
7. Prisoner contact with the media is voluntary		
and written permission for an interview must be		
given (Policy 808.02 V A 4)		
8. All interviews will be one-on-one unless		
authorized by the Commissioner (Policy 808.02		
9. The Warden may provide only information the	nat	
is a matter of public record (non exempt) e.g.		
name, age, race, charges, etc. (Policy 808.02 II		
D). Exempt information may not be provided.		
10. Public information requests will be referred		
DOC if the facility does not have the information	n.	
Incident Reporting/ Other Reports 4.03 L & I	м	
1. Class A & B incidents will be reported		
immediately by telephone to the Director.		
2. Follow up written reports must be submitted	in	
a timely fashion.		
3. Regular reports including but not limited to u	se	
of force, medical transports, grievances, staff		
vacancies, etc will be submitted on a monthly		
basis.		
PREA Compliance 4.03 N		
1. The Contractor shall comply with the nationa	ıl	
standards to prevent, detect, and respond to prise		
rape under the Prison Rape Elimination Act		
(PREA).		
2. Must comply with DOC policy 808.20 PREA		
Investigations.		

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State of Alaska
Adult Prison Facility

Date:	For Month:	Date of last Audit:
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~ ~ .		

Contract Section:STAFFING AND HUMAN RESOURCES 4.04Applicable Policies:Code of Ethical and Professional Conduct 202.01Standards of Conduct 202.15

Contract Section	Compliance	Comments
Staffing Plans/Vacancies 4.04 A & B		
1. The staffing plan incorporated into the contra must be maintained.	ct	
Staff Qualifications/Credentials 4.04 C & D		
1. The contractor will maintain job descriptions and qualifications for all positions including the Warden.		
2. Changes can be made to the staffing pattern listed in the contract only by written agreement.		
3. 40% of security personnel must have a minimum of one year of experience in law enforcement or corrections throughout the period of the contract.	1	
4. Daily rosters that reflect scheduled and actual assignments by shift of each custody post and medical staff shall be maintained.		
Pre-employment Screening 4.04 E		
1. A criminal background, employment background and reference check as well as a pre- employment drug screen must be completed before employment is offered or access give to the facility.		
2. Staff having direct involvement with the operation of the facility must not have been convicted of a felony or crime involving moral turpitude.		
3. All employees' criminal history will be rechecked at a minimum of every 5 years.		

Contract Section	Compliar	nce Comments
Personnel Policies and Records 4.04 F		
1. A personnel file will be maintained on each employee that contains records of background investigation, dates of employment, training records performance objectives and appraisals, disciplinary actions, commendations and related records.		
2. Performance appraisals will be conducted at least annually.		
3. Personnel records will be accessible to the employee and to DOC.		
4. Personnel requirements of the contractor shall apply to on-site sub-contactor personnel and volunteers.		
5. Written personnel policies will be maintained and available to all staff and reviewed annually.		
Code of Ethics/ Standards of Conduct 4.04 G		
1. The contractor will adopt and assure compliance of policies similar to DOC 202.01, Code of Ethical and Professional Conduct, and 202.15, Standards of Conduct. These shall be submitted to DOC for review and approval.		
2. Employees and volunteers shall sign an acknowledgment form stating he/she understand the standards of conduct. This will be maintaine in the employee's personnel file (Policy 202.01 Procedures A, B, E)		
3. If a violation of the standards/policies occurs the DOC will be notified immediately by telephone, followed in writing within 72 hours.	,	
Drug-Free Workplace 4.04 H		
1. The facility will comply with all applicable federal, state, and local laws relating to maintaining a drug-free workplace. This also applies to sub-contractors.		
Collective Bargaining Agreement 4.04 I		

Contract Section Co	omplian	nce Comments
1. A provision that no strike will be held during		
the term of the contract and that neither Union nor		
Management will call or support a strike must be		
included in any Collective Bargaining Agreement.		
2. In the absence of a Collective Bargaining		
Agreement, the contractor shall require employees		
to sign an agreement that they will provide		
uninterrupted service in return for adequate		
consideration to include a grievance procedure		
and will not strike or interrupt service without 10		
days notice		
Employee Uniforms and Clothing 4.04 J		
1. The contractor has implemented a policy or		
procedure on personal clothing allowances,		
uniforms, other clothing required that is similar to		
AK DOC Policy 201.07, 201.11 and 201.12.		

State of Alaska Adult Prison Facility

Date:

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Facility:

Completed by:

Contract Section:	TRAINING 4.05
Applicable Policies:	None

Contract Section	Compliance	Comments
Training 4.05		
1. Pre-service and in-service (annual) training		
must be provided for all employees and		
subcontractors that is in compliance with ACA		
and NCCHC standards. This must be approved	by	
DOC.		
2. First responder training is to consist of at a		
minimum basic life support and automated		
defibrillator courses. (see also 4.14 J, 4.14 L 1)		
3. A staff member will be designated to		
coordinate delivery of training and responsible	to	
maintain lesson plans for all sessions, files and		
documentation of failure to pass written or		
proficiency tests.		
4. Disturbance control training must be provid	ed	
by certified instructors (include de-escalation a	nd	
National Incident Management System (NIMS))	
incident command training)		
5. Specialized training for all permanent staff		
who work in segregation units receive addition	al	
training in restraints, use of force, communicat	ion	
skills and incident response.		

State of Alaska Adult Prison Facility			Attachment 12 RFP #2019-2000-4219
Date:	For Month:	Date of last Audit:	
Facility:		Completed by:	
Contract Section: Applicable Policies:	FISCAL MANAGEMENT Prisoner Welfare Fund 302. Prisoner Accounts 302.12 Prisoner Wages and Funds I Prisoner Hygiene, Grooming Photocopying for Prisoners Prisoner Mail, Publications a Compensation for Prisoner I	10 Disbursal 304.01 g and Sanitation 806.0 808.12 and Packages 810.03	

Contract Section C	Compliance	Comments
Indigent Prisoners 4.06 A		
1. Photocopying of legal materials for indigent prisoners will be made at no cost to the prisoner The costs shall by paid by the prisoner upon	r.	
receipt of funds sufficient to remove the prison from indigent status. (Policy 808.12 Procedure A 4)		
2. Photocopying of personal materials for indigent prisoners may be approved by the Warden. If approved, the costs shall be paid by the prisoner upon receipt of funds sufficient to remove him from indigent status. (Policy 808.) Procedures B 1)		
3. The contractor will pay for up to five pieces mail per week, weighing up to 2 pounds each for indigent prisoners. Heavier pieces may be authorized by the Warden. (excludes excess personal property and hobby craft) (Policy 810 Procedures C 3)	or	
4. Indigent prisoners shall be allowed to obtain hygiene items through the commissary (Policy 806.02 Procedures D 4).		
5. An accounting of all income and expenditure will be sent to DOC monthly.	es	
Prisoner Welfare Fund 4.06 B		

1. A fund is established to provide funds for		
prisoner activities not funded by general		
appropriations. All funds must be used to benefit		
prisoners and can be used for charitable,		
recreational and educational purposes. (Policy		
302.10 Policy V, Procedures E)		
2. Controls will be established for collection and		
distribution of funds. (Policy 302.10 Procedures A		
1-3)		
3. Records will be maintained for all income and		
expenditures (Policy 302.10 Procedures C). An		
accounting of all funds will be sent monthly to		
DOC.		
4. Yearly audits of the fund will be conducted.		
(Policy 302.10)		
Prisoner Funds 4.06 C		
1. A trust fund for each prisoner will be operated		
in accordance with Policy 302.12, Offender Trust		
Account.		
2. Prisoners may receive a periodic accounting of		
all transactions and balances for the time period		
since the last statement. (Policy 302.12 Policy III)		
3. When a prisoner is received and an inventory		
of their articles includes cash or negotiable items,		
this will be counted in the presence of the		
prisoner, and placed on in the offender's trust		
fund account. (Policy 302.12 Procedures III B 1-		
2)4. Any cash or checks received for the prisoner		
shall be documented by a written receipt and		
posted to the prisoner account. A copy of the		
receipt will be provided to the prisoner within 1		
day. (Policy 302.12 Procedures IV C 1)		
5. Disbursals from prisoner accounts for		
commissary and other purchases must be		
approved by the Warden/designee. (Policy 302.12		
Procedures IX)		
6. When disbursals are made for disciplinary		
restitution etc., the prisoner will by notified of		
such. (Policy 302.12 Procedures IX C)		
7. When a prisoner is released he shall be		
provided a copy of his account balance. (Policy		
302.12 Procedures XIII A)		
	I	1

State of Alaska Adult Prison Facility		F	Attachment 12 RFP #2019-2000-4219
Date:	For Month:	Date of last Audit:	
Facility:		Completed by:	
Contract Section: Applicable Policies:	PRISONER MANAGEME Research Activities 501.02 Removal from Rehabilitation Prisoner Grievances 808.03 Prohibited Conduct and Pen Disciplinary Committee Heat	n & Court-Ordered Trea alties 809.02	atment Prgms 808.04

Contract Section	Compliance	Comments
Prisoner Communication 4.07 A		
1. Written communication forms will be available and answers provided within Life-threatening emergencies should be immediately.	7 days.	
Rules and Discipline 4.07 B		
1. The facility will have formal, written a discipline system.	n rules and	
2. Prisoners must sign an acknowledge the receipt of the rules that indicates the understand the content. This must be k prisoner's file.	ey	
3. Policy 809.02, Prohibited Conduct a Penalties, must be followed as follows:		
4. The prisoner handbook must include prohibited acts and penalties. (Policy 80 Procedures A 1)		
5. Rules and penalties must be reviewed prisoner during orientation. Staff will r interpret the rules for those who cannot understand the rules. (Policy 809.02 Pro 2)	read and read or	
6. A disciplinary committee/hearings of trained by the State of Alaska will hold and impose penalties. (Policy 809.02 Pr A 3)	hearings	

Contract Section Con	pliance	Comments
7. Rule violations and their classification will be		
consistent with Policy 809.02 Procedures A 4 and		
B-E.		
8. Only a disciplinary committee/hearing officer		
may punish a prisoner after it convicts him of a		
disciplinary infraction. (Policy 809.02 Procedures		
$ \mathbf{F}1\rangle$		
9. Penalties as described in Policy 809.02		
Procedures F 2 a-f may be imposed by the		
committee/officer. Only DOC classification staff		
may deny statutory good time.		
10. Penalties must be reasonable and		
proportionate to the violation, impartial and non-		
discriminatory; neither arbitrary nor retaliatory		
and not physically abusive.		
11. Policy 809.04, Reporting Procedure for Rules		
Violation, must be followed as follows:		
12. The Warden will establish and maintain a		
disciplinary system that includes informal and		
formal procedures for rule violations. (Policy		
809.04)		
13. If the rule violation is a potential felony, the		
matter will be referred for prosecution (Policy		
809.04 Procedures II A 1)		
15. A staff member who witnesses or has the		
most direct knowledge of a rule violation will		
prepare a report before the end of their shift unless		
the Warden/designee has allowed an extension of		
the time. (Policy 809.04 Procedures A)		
16. The report must contain the prisoner's name,		
citation to 22 AAC 05.400, details of the incident,		
disposition of evidence, identification of witnesses		
or informants (informants need not be named if		
safety or security considerations are a concern)		
and informal action taken (minor infraction only)		
(Policy 809.04 Procedures I A 1-8)		
17. A report of each instance of prisoner		
misconduct will be sent to the Assistant Warden.		
(Policy 809.03 Procedures I B)		
18. The Assistant Warden shall refer the incident		
report to a hearing officer for formal action, refer		
it for informal resolution, or file it in the		
prisoner's case record as an informational report.		
(Procedures I C 1-3)		

Contract Section Com	pliance Comments
19. The prisoner must be notified of the action	
(Policy 809.04 Procedures C 3)	
20. If the Assistant Warden refers the report to	
the Hearings Officer, a copy will be given to the	
prisoner within five working days of the alleged	
infraction or the date the prisoner is identified as a	
suspect whichever is the latter. (see exception	
Policy 809.04 Procedures C 3)	
21. The matter may be resolved informally if the	
infraction is a minor, low-moderate or high	
moderate infraction that the Assistant Warden	
determines is not appropriate for a hearing as	
outlined in Policy 809.04 Procedures C 2 b)	
22. If the Assistant Warden decides no action is	
necessary, the report will be filed as "an	
information report". (Policy 809.03 Procedures C	
23. All reports and related documents will be filed	
in the case record if the prisoner is found guilty	
(Policy 809.04 Procedures H 6 b)	
24. If the prisoner is found not guilty by the	
hearings officer or on appeal, all reports will be	
removed from the case file. (Policy 809.04	
Procedures H 6 a).	
25. Information reports will be filed for the	
purposes of program assessment. This may not be	
used for punitive action unless considered verified	
acts of misbehavior in the dispositive phase of a	
disciplinary action. (Policy 809.04 Procedures II	
H 6 a)	
26. The matter will be referred for prosecution if it	
is a violation of a felony criminal statute	
consistent with Policy 809.04 Procedures II A 1)	
27. The prisoner will be notified in writing at	
least 48 hours in advance if he is to appear before	
the hearing's officer. The notice will include the	
agenda, the prisoner's procedural opportunities	
and that he must provide 24 hour notice of any	
witnesses or evidence requested. (Policy 809.04	
Procedures II B 1 and F 2)	
28. A prisoner may waive the 48 hour notice by	
requesting an earlier appearance. (Policy 809.04	
Procedures II B 1)	
29. A hearings advisor must inform the	
Disciplinary Tribunal in writing of the	

Contract Section	Compliance	e Comments
witnesses/evidence requested no later than 24		
hours before the hearing. (Policy 809.04		
Procedures II F 2)		
30. Policy 809.04, Disciplinary Committee,		
Hearing Officer and Basic Operation must be		
complied with as follows:		
31. A disciplinary hearing committee comprise	ed	
of three members shall be utilized to hear majo		
infractions and a disciplinary hearing officer fo		
all others. (Policy 809.04 Procedures II E 2)	1	
32. Disqualified persons as listed in Policy		
809.04 Procedures II E 4 a-f cannot be utilized.		
33. 48 hour advanced written notice of a	•	
scheduled hearing must be given utilizing form		
809.04b. (Policy 809.04 Procedures B 1)		
34. The hearing must occur within 7 working		
days after the prisoner receives a copy of the		
disciplinary report. (Policy 809.04 Procedures 1	В	
1)	1	
35. Postponements may be granted as describe	d	
in Policy 809.04 Procedures B 2 a-f.		
36. A prisoner may request a hearing advisor a	IS	
described in Policy 809.04 Procedures C		
37. The hearing will be divided into two phase	×S,	
adjudicative and dispositive, as described in		
Policy 809.04 Procedures H 1-3.		
38. Witnesses and rules of evidence will be		
allowed and followed as described in Policy		
809.04 Procedures F 1-6.		
39. Only the disciplinary committee/officer ma	•	
impose punishment. (Policy 809.04 Procedures	s II	
H 4 a)		
40. A written decision will be given to the		
prisoner within 5 working days. The decision		
must include information as described in Policy	y	
809.04 Procedures II H 5.		
41. A tape recorded copy of the proceedings sh		
be kept as described in Policy 809.04 Procedure	es	
Н б е.		
42. Prisoners may appeal decisions of the		
disciplinary hearing/committee to the		
Superintendent and that decision is final, excep	t	
major infractions that may be appealed up to th	e	
Director of Institutions. (Policy 809.04 Procedu	ures	

Contract Section	Compliance	Comments
III B & I)		
43. Appeal rights must be provided to the		
prisoner as described in Policy 809.04 Proceed	dures	
III A.		
44. Execution of the punishment must be sta	•	
pending the decision of the appeal unless rele	ease	
is pending (Policy 809.04 Procedures III M)		
45. The Warden must complete the appeal as		
described in Policy 809.04 Procedures III F a	ılso	
see Superintendent's Appeal Checklist.		
46. A prisoner may not be confined in		
administrative segregation pending a discipli	•	
appeal except in accordance with 22 AAC 05	0.485,	
Administrative Segregation		
Prisoner Grievances 4.07 D		
Thisoner Grievances 4.07 D		
1. A Grievance Coordinator/Standards Office	cer	
will be designated by the facility or a location	n for	
one placed at the facility by DOC.		
2. DOC policy 808.03, Prisoner Grievances	must	
be complied with as follows:		
3. The scope of grievances described in Poli	су	
808.03 Policy E must be complied with.		
4. A prisoner may be determined to be an ab		
if he files more than 5 grievances in a week,	more	
than 20 in any 180 consecutive days or		
demonstrates a pattern of abuse by filing friv	olous	
grievances. (Policy 808.03 Policy F)		
5. Locked boxes near each housing unit will		
provided for grievances (Policy 808.03 Polic	уH	
2)		
6. The prisoner handbook and orientation wi		
provide information about the grievance proc		
An interpreter will be used if necessary. (Pol	ю	
808.03 Policy H 3,4,6)	1	
7. A copy of the grievance policy will be pla		
in the law library. (Policy 8.08.03 Policy H 5		
8. Retaliatory action may not be taken again		
prisoners for filing grievances. (Policy 8.08.0)3	
Policy H 8)		

Contract Section Com	npliance Comments
9. The process for filing, informally resolving,	
formally completing, withdrawing, screening,	
appealing, and standards administrator review as	
described in Policy 808.03 Procedures A 1 a-g	
must be complied with.	
10. The facility standards officer must review and	
process grievances as described in Policy 808.03	
Procedures A 2 a-i.	
11. Grievances for health care services will be	
processed consistent with Policy 808.03	
Procedures B 1-3. (see also 4.14 A 3)	
12. Grievances against staff will be processed	
consistent with Policy 808.03 Procedures C 1-2.	
13. Emergency grievances will be processed	
consistent with Policy 808.03 Procedures D 1-2.	
14. Grievance system abuse will be processed	
consistent with Policy 808.03 Procedures E 1-2.	
15. The Standard's Officer will keep records of	
all grievances for at least three years after the final	
resolution. (Policy 808.03 Procedures F 1)	
16. The Standard's Officer will maintain and	
keep a permanent grievance log. (Policy 808.03	
Procedures F 2)	
Prisoner Death 4.07 E	
1. If criminal activity is suspected in a death, law	
enforcement must be immediately contacted.	
2. The Director of Institutions and the DOC	
Health Care Administrator will immediately be	
notified of any death. (see medical section 4.13)	
3. A certified copy of the death certificate will be	
obtained and forwarded to DOC.	
Delivery and Return of Prisoners 4.07 F	
Derivery and Return of Trisoners 4.07 F	
1. Delivery, return, and/or transfer of prisoners is	
done in accordance with Section 4.07 F, 1-5	
Removal of Prisoners from Rehabilitative	
Programs 4.07 G	
1. Removing prisoners from a rehabilitative	
program must be done in accordance with Policy	
808.04, AK Probation & Classification staff.	

Contract Section	Compliance	Comments
2. Notice will be given to prisoners when th	ere is	
intent to remove him from a program. (Polic	cy	
808.04 Procedures B)		
3. This is not required if the a suspension oc	curs	
when the prisoner is placed on administrativ	e	
segregation, as a sanction from a hearing		
committee, as in informal resolution to a		
disciplinary matter, the prisoner voluntarily		
requests, the program is discontinued or the		
prisoner completes the program. (Policy 808	.04	
Procedures A 1-4)		
4. When removal is from a court ordered pro-	ogram	
as defined in Policy 808.04, procedures shall	l be	
followed. (Policy 808.04 Procedures C 1-3)		
5. When removal is from a program that is r	not	
court ordered e.g. vocational or educational		
programs, the notice and procedures outlined		
Policy 808.04 Procedures D 1-4 will be follo	owed.	
6. A prisoner may be suspended from a prog		
if an individualized determination has been i	nade	
by the Warden following the procedures defi	ined	
in 808.04 Procedures E 1-3.		
7. The prisoner may apply for readmission t	o the	
program. (Policy 808.04 Procedures F)		
8. When removal is due to prohibited acts as		
defined in Policy 809.02, the circumstances	of the	
prohibited act may be relied upon to make a		
decision. (Policy 808.04 Procedures G)		
9. A prisoner may appeal but not grieve the		
decision to remove him from a rehabilitation		
program and is limited to the classification a	* *	
procedures. (Policy 808.04 Procedures H 1-	2)	

State of Alaska Adult Prison Facility			ttachment 12 9-2000-4219
Date:	For Month:	Date of last Audit:	
Facility:		Completed by:	
Contract Section: Applicable Policies:	SECURITY AND CONTE Employee Property 202.16 Visitation 810.02 Searches of Prisoners and In Count Principles and Procee Management of Hostage Sit Institution Emergency Plan Urinalysis Testing 808.14	stitutional Areas 1208.08 lures 1208.14 luations 1208.10	

Contract Section	Compliance	Comments	
General Statement 4.08 A			
1. All programs will take place inside the facility	7.		
2. Secure housing that has very little program activity and maximum supervision.			
Searches and Contraband Control 4.08 B			
1. Searches must be conducted in accordance with DOC policy 1208.08, Searches of Prisoners, or a policy that has been approved in writing by the Director. (see also 4.14 B, 4.07 C)	,		
2. Prisoners subject to frisk searches at all times.(Policy 1208.08 Procedures I A 1)			
3. A prisoner must be searched upon admission, upon return from an escape, upon re-entry to the facility upon leaving the grounds, after contact visitation, or when returning from an area where tools are present. (Policy 1208.08 Procedures II H 2 a-f)			
4. Unless exigent circumstances exist, all strip searches will be performed by an officer of the same sex. (Policy 1208.08 Procedures II B 4)			
5. Body cavity searches are allowed when probable cause exists to conclude that contrabance is possessed in a body cavity and conducted by medical staff. These will be conducted consistent with Policy 1208.08 Procedure II E 1.			

Contract Section	Compliance	Comments
6. Searches of cells and personal property must		
be conducted consistent with 1208.08 Procedure		
III see form "Shakedown Searches/Security		
Inspections Basic Schedule of Frequency."		
7. Area searches must be conducted consistent		
with 1208.08 Procedure IV.		
8. Seizure of a prisoner's property as a result of	a	
search will handled consistent with 1208.08		
Procedure F.		
9. All visitors will secure all items before		
entering the facility and be required to walk		
through a metal detector. (Policy 810.02		
Procedures VII G 2)		
10. A visitor may be required to submit to a pat		
search. If they refuse, the visit will be		
denied.(Policy 810.02 Procedures VII G 5 i)		
11. Security inspections must be conducted of a	11	
supplies and food stocks. (Policy 1208.08		
Procedures VI C)		
12. All vehicles entering or leaving the		
institution's secure perimeter are subject to		
search. (Policy 1208.08 Procedures VI D)		
13. Non-employee workers are subject to		
search/security inspection of tools etc. before		
entrance into or exit from the facility. (Policy	16	
1208.08 Procedures VI E, also see Policies 202. – Employee Property and 810.02 – Visitation)	10	
- Employee Property and 810.02 $-$ Visitation)		
Use of Force 4.08 C		
1. The contractor must follow DOC policy		
1208.09, Use of Force. If the contractor request	s	
to use an alternative policy or if 1208.09 (lethal		
force) is inconsistent with laws in which the		
facility is located, the alternate policy must be		
approved in writing by the Director of Institution	ns.	
Intelligence Information 4.08 D		
1. A policy must be established for collecting,		
analyzing, and disseminating intelligence		
information.		
2. A telephone monitoring system must be		
established. (see also 4.13 C)		

Contract Section	Complianc	ce Comments
3. Criminal behavior must be investigated and		
referred to local authorities.		
4. All intelligence information must be shared		
with the Director of Institutions.		
Tool Control 4.08 E		
1. A tool control policy must be established that requires controlled tools and equipment to be classified and those most likely to be used as a weapon or in an escape must be used only with direct staff supervision.		
Counts 4.08 F		
1. There must be a policy consistent with DOC 1208.14.		
2. There must be a formal count procedure that requires formal or informal counts to be completed with no more than a 4 hour lapse in time. (Policy 1208.14 Policy B 1)		
3. There must be at least 3 formal counts during each 24 hour period. (Policy 1208.14 Policy B 2	·	
4. Informal counts will be made in areas in which prisoners are working. (Policy 1208.14 Policy B 3)		
5. There will be no movement during formal counts (Policy 1208.14 Policy B 5)		
6. Officers must be positive they see flesh or movement before counting an prisoner as presen (Policy 1208.14 Policy B 6)	ıt	
7. Prisoners may move only after count is verified. (Policy 1208.14 Policy B 8)		
8. If there is reason to believe a prisoner is missing, an emergency count will be completed. (Policy 1208.14 Procedures D)		
Perimeter Control 4.08 G		
1. An electronic alarm system and policies must be in place that prohibits prisoners from coming within 20 feet of the fence.		
2. If outside workers are allowed to work closer than 20 feet of the fence, there must be adequate staff supervision. (see also 4.12 B)		

Contract Section	Compliance	Comments
3. The policy describing procedures for outside		
workers must be approved by the Director. (See		
also 4.08 L and 4.12 B)		
Master Control Center/Communication System 4.08 H		
1. There must be a control center staffed 24 hour per day with access limited to authorized personnel only.	'S	
2. There must be an adequate radio communication system.		
Key Control 4.08 I		
1. There must be a policy for key control that defines keys that are allowed to be checked out and must prevent 24 hour keys from check out.		
2. The policy must provide for the maintenance and security of keys and locking mechanisms.		
3. Emergency keys shall be available for all area of the facility to which emergency access or egress is necessary.	as	
Documentation 4.08 J		
1. There must be a policy that requires maintenance of shift logs that document staff on duty, counts, admissions/discharges, shift activities, entry and exit of staff and visitor and any unusual shift occurrences.		
Armory 4.08 K		
1. There must be a written policy to include the types of munitions, chemical agents, and electronic devices at the facility.		
2. The policy must limit access to the armory.		
Security/Off Grounds Transportation 4.08 L		
1. Security must be provided for all prisoners to include court appearances, medical appointments hospital stays, etc.		

Contract Section	Compliance	Comments	
2. The only prisoners allowed to leave the facili	ty		
without armed escort are minimum custody wor	k		
crews. (See also 4.08 G).			
3. Policies for off site work crews must be			
approved by the Director. (see also 4.08 G)			
Emergency Procedures 4.08 M			
1. There must be policies and trained staff for			
emergencies. This includes but is not limited to			
disturbances, hostage taking, escape, evacuation			
chemical spills or natural disasters. These must			
be reviewed by staff annually.			
2. These must be consistent with DOC policy			
1208.10, Management of Hostage Situations.			
3. The policy must identify demands that are			
considered non negotiable to include provision of	of		
drugs that might increase potential for violence,			
weapons, transportation or release from			
confinement, and other hostages. (Policy 1208.)	10		
Policy B 1-3)	10		
4. Force may be used to resolve a hostage			
situation consistent with Policy 1208.10			
Procedures B.			
5. Mutual aid agreements with state/local			
authorities must be in place. (Policy 1208.10			
Procedures D).			
6. All staff will be trained in the management of	of		
hostage situations. (Policy 1208.10 Procedures			
1-3)			
7. A fully trained response team to include			
hostage negotiators must be available. (DOC			
Policy 1208.10 Procedures H 1)			
8. There must be a policy consistent with DOC			
1208.16, Institutional Emergency Plan.			
9. Emergency plans must be developed for the following emergencies: escape, rist control			
following emergencies: escape, riot control,			
bomb threat, hostage taking, adverse job action			
natural disaster, catastrophic state of emergency	/,		
and fire. (Policy 1208.16 Procedures A 1-7)			
10. All staff must be trained in the			
implementation of emergency plans (Policy			
1208.16 Procedures D1-2)			

11. The facility must have a primary and secondary command post communication capability. (Policy 1208.16 Procedures E) Escapes 4.08 N 1. Law enforcement and the Director will be immediately notified of an absence or escape. 2. A written agreement will be implemented with local law enforcement for escape procedures. 3. "Hot pursuit" will be engaged in as provided by law. 4. Staff may assist law enforcement if requested if they are trained and commissioned. Substance Abuse Testing 4.08 O 1. 10% of prisoners will be tested for drugs each month. <i>Note: Contract notes 10%, but policy states 5%.</i> 2. Policy 808.14 will be followed. 3. Substance abuse testing shall be performed at the lowest threshold testing level specified by the
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• •
the lowest threshold testing level specified by the
manufacturer of the testing device or available at
the confirmation laboratory. (Policy 808.14
Policy B)
4. A UA may be required as a spot check, if the
prisoner is found in possession of drugs, usage is
suspected or observed. (Policy 808.14 Procedures
A 3)
5. A UA may be required routinely as described
in Policy 808.14 Procedures A 2)
6. Random testing or the whole population may
be tested (Policy 808.14 Procedures A 1)
7. All testing procedures will be documented.
(Policy 808.14 Procedures B)
8. Procedures for collecting the sample will be consistent with Policy 808.14 Procedures C 1-4)
9. A prisoner may request a retest by an
independent laboratory, at their expense,
approved by the facility. Prisoner must request
confirmation testing immediately. (Policy 808.14
Procedures D)
10. Positive samples will be processed as
described in Policy 808.14 Procedures D 1-4)

State of Alaska Adult Prison Facility		Attachment 12 RFP #2019-2000-4219
Date:	For Month:	Date of last Audit:
Facility:		Completed by:
Contract Section: Applicable Policies:	CLASSIFICATION AND Prisoner Classification 700. Administrative Segregation Punitive Segregation 804.02	804.01

Contract Section	Complia	nce	Comments	
Assignment of Prisoners 4.09 A				
1. Prisoners will be assigned to the facility in accordance with DOC's classification and assignment procedures.				
2. DOC Policy 700.01, Prisoner Classification will be followed as it relates to housing.				
3. The unit team concept shall be utilized and the team members accessible in the housing units and available to the population.				
Orientation/Intake 4.09 B				
1. Each prisoner will receive a facility and program orientation within 24 hours of arrival. This shall include staff presentation and a writter handbook.	1			
2. The orientation will include all facility and program rules and requirements and prisoner rights. It shall include the statutory provisions for escape from custody.	r			
Case Management 4.09 C				
1. A case manager for every 125 prisoners must be maintained.				
2. Individual files will be maintained documenting goals, employment, program involvement and other significant events.				
3. Classification and release services to include regular progress reports, release planning and participation in hearings.				
4. Case managers may recommend custody leve	1			

Contract Section	Compliance	Comments
changes but the DOC Chief Classification Office	er	
will make the final decision.		
5. Case managers must be familiar with the		
prisoner's status to assist with applications for		
parole and planning for board appearances.		
6. As requested, progress reports shall be		
provided within two years of parole eligibility and	nd	
generally submitted at six month intervals.		
7. Assistance will be provided in arranging parce	le	
hearings either by video/ audio teleconferencing		
nouring, entitier of video, dudie telecontereneing	·	
Segregated Prisoners 4.09 D		
1. DOC Policy 804.01, Administrative		
Segregation must be followed.		
2. Prisoners may be assigned administrative		
segregation only for the reasons described in		
Policy 804.01 Procedures A1-10.		
3. Notice, review and a hearing for emergency		
placement in segregation must comply with Poli	cy	
804.01 Procedures B 1.		
4. With limited exceptions as defined in Policy		
804.01 Procedures B 2, the prisoner must be		
notified in writing of the reasons for the		
placement and hold a hearing to determine if the		
circumstances exist to justify the placement.		
5. If the prisoner requests placement, an initial		
classification is not required. (Policy 804.01		
Procedures B 2 d)		
6. Notice of the classification hearing shall be		
given to the prisoner 48 hours with information	of	
the prisoner's rights. (Policy 804.01 Procedures	C	
1)		
7. The prisoner must be given the opportunity to)	
challenge the factual basis for the placement, to		
present evidence and examine witnesses. (Policy	7	
804.01 Procedures C 2)		
8. The Warden has 3 working days to make a		
final decision on the hearing officer's		
recommendation. (Policy 804.01 Procedures C 5	()	
9. The prisoner may appeal the Warden's		
decision to the Director of Institutions. (Policy		
804.01 Procedures E form 804.01D)		

Contract Section	Complianc	e Comments
10. A review hearing will be held within 30 day	'S	
after the first hearing and every 30 days thereafter	er.	
Ad Seg Max hearings will be held every 4 month	IS	
after the initial hearing. (Policy 804.01 Procedure	es	
D)		
12. Segregated prisoners must be provided the		
same food, bedding, linen and personal hygiene		
opportunities as general population unless an		
individualized determination is made that his		
participation or opportunity threatens the order		
and security of the facility. (Policy 804.01		
Procedures F 1-2)		
13. Segregation units must be adequately		
ventilated, lighted, heated and cleaned.		
14. Inspections of the segregation unit must occu	ır	
as follows: Warden – personally inspect at least		
once during each work week; Warden, AW or Lt	. –	
daily; Shift Supervisor or assigned Sgt - once		
during each shift; health care, mental health,		
religious and probation staff as needed. (Policy		
804.01 Procedures G 2 a & b 1-4)		
15. Documentation must be in compliance with		
804.01 Procedures G 2 c.		
16. A chronological record form will be kept on		
each prisoner who requires extraordinary		
monitoring such as "suicide watch." (Policy		
804.01 Procedures G 2 d)		
17. DOC Policy 804.02, Punitive Segregation		
must be followed.		
18. A prisoner may be placed in punitive		
segregation after a disciplinary hearing has		
sanctioned it. (Police 804.02 Procedures A)		
19. Participation in activities listed in Policy		
804.02 Procedures B 1 a-k is suspended.		
20. Living conditions must comply with those		
described in Policy 804.02 Procedures B 2 a-g.		
21. If the prisoner is confined to punitive		
segregation in his quarters, a record will be		
maintained as defined in 804.02 Procedures E 2.		

State of Alaska Adult Prison Facility		Attachment 12 RFP #2019-2000-4219
Date:	For Month:	Date of last Audit:
Facility:		Completed by:
Contract Section: Applicable Policies:	RECORDS AND REPOR None	TING 4.10

Contract Section	Complianc	ce Comments
Prisoner Records and Reports 4.10 A		
1. A record will be maintained in accordance will be maintained in accordance will book record keeping practices and shall adhere the federal, state and local laws governing confidentiality.		
Information Systems and Identification 4.10 I	3	
1. All prisoners will be photographed.		
2. An information system that includes custody level, crime of conviction, release date and physical description must be maintained. No prisoner can have access to this system.		

State of Alaska Adult Prison Facility		Attachment 12 RFP #2019-2000-4219
Date:	For Month:	Date of last Audit:
Facility:		Completed by:
Contract Section: Applicable Policies:	Prisoner Employme	risoner Produced Goods/Services 812.02 gram 815.04 oners 808.01

Contract Section	Compliance	Comments	
Activities – General Information 4.11 A			
1. Sufficient jobs and programs must be available for all eligible prisoners.	le		
2. Programs should be evidenced based and focu on providing reentry skills. Vocational skills should lead to viable employment for prisoners after release and be accredited by either the State of Alaska or the state in which the facility is located. (Certification with a national organization, such as NCCER, is acceptable for			
 accreditation of vocational programming) 3. Placement into programs should be based on the OMP. Prisoners will already have been assessed by LSI-SV, LSI-R or the STATIC. 			
Prisoner Work 4.11 B			
1. Work programs will be established in accordance with the contract, Policy 812.01, Prisoner Work Programs.			
2. Productive employment includes routine maintenance and support services; academic and vocational education; industrial, agricultural and service activities; public service activities, repair of facilities; work outside with little impact on private industry. (Policy 812.01 Procedures A 1-			

Contract Section	Compliance	Comments
3. Only minimum custody prisoners can work		
outside the facility perimeter and each prisoner		
must be approved by the Director in		
writing.(Policy 812.01 Procedures B 3) (see also)	
4.08 E and 4.08 J)		
4. Prisoners who refuse to work in routine		
support services jobs, public service jobs or thos	se	
including repair of the facility may be subject to		
disciplinary action. (Policy 812.01 Procedure E)		
5. There shall be an attempt to provide work for		
prisoners with physical or mental handicaps.		
(Policy 812.01 Procedures C)		
6. Prisoner labor may be used for facility		
operations however the contractor/employees		
cannot personally benefit from the labor.		
7. No prisoner shall be placed in a position of		
authority over another.		
8. Prisoner wages will be paid in accordance wi	th	
Policy 812.02, Compensation for Prisoner		
Produced Goods and Services. (see also 4.06 E)		
Procedures for this will be established.		
9. Procedures shall be established for the displa	y	
of goods produced by prisoners and the pricing of		
items for sale. (Policy 812.02 Procedures B; see		
also Policy 815.04)		
10. Compensation for work will be for actual		
hours worked. (not automatically assumed as 8		
hours per day, 5 days per week)		
Academic Education Programs 4.11 C		
1. ABE and GED programs must include		
remedial literacy, pre-GED, GED instruction and	d	
ESL.	u	
2. Records, ABE intake forms provided by DOO	7	
must be maintained, secured, and reported to	.,	
DOC and on the AK Dept of Labor's ABE		
database.		
3. GED Testing policies must observe all		
regulations cited in the GED Test Administratio	n	
Manual, as published by GED Testing Service,		
Inc. and endorsed by the U.S. Department of		
Education.		
4. Qualified staff or prisoners may provide		
remedial instruction and tutoring services.		

Contract Section	Compliance	Comments
Post-Secondary Academic Programming 4.11		
D		
1. Prisoners must be allowed to access college		
level academic classes.		
Vocational Educational Programs 4.11 E		
1. Programs should offer a sequence of courses		
that are directly related to the preparation of		
individuals for employment in occupations not		
requiring a bachelors or advanced degree. A GE	ED	
or HS diploma is required for placement, with ra	ire	
exceptions.		
2. A minimum of 3 programs should be offered		
Must be accredited by NCCER.		
Substance Abuse Program 4.11 F		
1. Programs designed to match the levels of		
treatment intensity as defined by the assessment		
tool and following the ASAM criteria: Residenti	al	
Treatment (III.5); Intensive Outpatient;		
Psychoeducational Groups; Medication Assisted		
Treatment (in alignment with AKDOC clinical		
care guide); Dual Diagnosis programs;		
Discharge/Transition Planning; Continuing Care		
2. A residential program must be segregated fro		
the general population and meet the definition in 4.11 H.		
3. Services must be evidenced based and includ	e	
assessment, treatment planning updates, cognitiv	ve l	
behavioral treatment groups, group and individu	al	
treatment, coordination with medical/MH,		
security, and probation staff, discharge planning		
appropriate clinical supervision of direct provide	ers	
and record keeping.		
4. Participant progress is reported to DOC in a		
timely manner on a monthly basis.		
5. Hiring of treatment staff will be monitored ar	nd	
approved by DOC.		
6. Contractor will use treatment curriculum		
currently utilized by AKDOC. Any variance mu	ist	
be approved by the AK Substance Abuse CJP.		

Contract Section	Compliance	Comments	
Pre-Release/Reentry Transitioning Programming 4.11 G			
1. Pre-release program should address at a minimum the areas of educational needs, life skills, job readiness and training skills and transition planning.			
2. Life Skills should focus on areas such as afferegulation skills (e.g. anger management and emotional competence), impulse control skills, problem solving, decision making, parenting/family life skills, and goal setting.	ct		
3. Parenting classes should be offered to help develop pro-fathering attitudes, knowledge, and skills, along with strategies to prepare for release Sex Offenders are not to be permitted to enroll.			
4. Transition planning should focus on the development of a personal transition plan ton include: housing, budgeting and financial planning, living under supervision, and community transitional resources in Alaska. Th contractor will use the AKDOC Reentry Manual			
Leisure Time Activities 4.11 H			
1. Space must be provided both inside and outside with outside recreation available 50% of the time.			
2. Recreation for prisoners in general population must be available a minimum of 7 hours per day (daylight permitting) and at least 5 days per wee	r		
3. Recreation for prisoners in administrative segregation and under medical care will receive recreation in accordance with ACA standards.			
4. Prisoners in punitive segregation must be offered one hour per day access to out of cell exercise.			
5. Day rooms must be proved and equipped wit televisions, furniture, games etc.	h		
6. Prisoners are allowed to work on arts and crafts in their cell, subject to security precaution Policy 815.04	s.		
Library 4.11 I			

Contract Section	Complia	nce	Comments
1. A general library will be maintained consister	nt		
with ACA standards.			
Volunteer Program 4.11 J			
1. A program will be developed to provide			
support groups and religious opportunities.			
2. Religious volunteers should include offerings			
from a variety of faith and non-faith based			
programs.			
3. Programs such as AA and NA should be			
offered.			
Religious Program 4.11 K			
1. 1 FTE Chaplain dedicated to every 600			
Alaskan prisoners will be provided for non-			
denominational religious services. Services to be	•		
provided are defined in Section 4.11 K			
2. The Chaplain's qualifications must meet			
professional qualifications as defined in Section			
4.11 K.			
3. Adequate facilities must be provided for			
religious services, counseling and the Chaplain's	5		
office space.			
4. A faith based residential program living unit			
based on the model as defined in Section 4.11 K			
must be provided.			
Access to Court and Legal Materials 4.11 L			
1. A law library as defined in Policy 814.02, La	W		
Library and that meets ACA standards must be			
maintained. This must contain up-to-date			
constitutional, statutory, and case law materials,			
applicable court rules, practice treatises.			
2. The Contractor will provide a law librarian to			
assist prisoners and provide legal materials as			
requested.			
3. Materials must be proved within 10 working days for routing requests: 5 working days for			
days for routine requests; 5 working days for prioritized requests, and 2 working days for			
expedited requests, and 2 working days for expedited requests. See Policy 814.02 Procedure	c l		
VIG 2	0		

Contract Section	Compliance	Comments
Visitation 4.11 M		
 Visitation must be provided for at least 4 hour per day, 4 days per week. Special visits must be allowed for approved 	S	
visitors who have traveled long distances. Such approvals must be made in advance.		
3. Visits will not be allowed until DOC does a background check and approves the visitor.		
4. Visitation may be limited to immediate family members for prisoners convicted of a disciplinary infraction.		
5. Prisoners in punitive segregation must be allowed a 1 hour per week contact visit unless a determination has been made that there is a security risk.		
6. Arrangement will be made for visits with attorneys per Policy 810.02, Visitation.		

State of Alaska Adult Prison Facility		Attachment 12 RFP #2019-2000-4219
Date:	For Month:	Date of last Audit:
Facility:		Completed by:
Contract Section: Applicable Policies:	•	3 y 302.11 nd 302.10

C Compliance PC Partial Compliance NC Non Compliance NA Non Applicable

Contract Section	Compliance	Comments
Mail 4.12 A		
1. Delivery of mail and correspondence will be		
provided in accordance with Policy 810.03,		
Prisoner Mail, Publications, and Packages.		
2. Five pieces of mail weighing no more than one		
pound each may be mailed out for indigent		
prisoners per week. (not property or hobby craft)		
Note: Policy states 2 pounds, but RFP/Contract has 1 pound	l	
3. Privileged mail from individuals described in		
Policy 810.03 Procedures II A 1 a will not be		
restricted and must be labeled "privileged".		
4. Prisoners may send or receive any amount of		
first, second or third class mail except that		
limitations may be placed on the mail to conduct		
or operate a business. (Policy 810.03 Procedures		
II F)		
5. Informational fourth class mail (from a public		
agency) shall be delivered but mail sent for the		
purpose of merchandizing can be discarded.		
(Policy 810.03 Procedures B 3)		
6. Incoming mail (except packages) will be		
delivered with 24 hours from the time the facility		
receives it. Outgoing mail must be picked up		
within 24 hours. Packages must be distributed		
within five (5) days of receipt after examination		
for contraband (excluding weekends and holidaya) (Policy 810.03 Proceedures II I I)		
holidays). (Policy 810.03 Procedures II I-J)	+ +	
7. Purchasing items, entering into credit		
agreements etc must be approved by the Warden.		

Contract Section	Compliance	Comments	
(Policy 810.03 Procedures II M)			
8. Outgoing mail shall be processed consistent with 810.03 Procedures III.			
9. Inspection/Reading of mail will be consistent with 810.03 Procedures IV.	t		
10. Mail as described in 810.03 Procedures E 1- 10 may be prohibited. Disposition will be consistent with 810.03 Procedures F 1-3.	-		
11. Forwarding of mail will be consistent with 810.03 Procedures VII.			
12. Publications will be processed consistent with 810.03 Procedures VIII.			
13. Packages will be processed consistent with 810.03 Procedures IX.			
Commissary 4.12 B			
1. A commissary will be provided. Generally a surcharge will not be allowed, unless approved in writing by the Director of Institutions. Surcharge will be placed in the Prisoner Welfare Fund.			
2. An accounting of all income and expenditures will be sent to DOC monthly.	3		
3. Prisoners will be given the option of ordering from the Alaskan Commissary. Staff will assist will facilitation of this.			
Telephones 4.12 C			
1. A minimum of one telephone per ten prisoner is required.	S		
2. Local calls will be made at no expense to the prisoner.			
3. A phone recording system is required. (see als 4.08 D)	50		
4. Legal calls cannot be monitored or recorded. Arrangements must be made for prisoners to receive calls from their attorneys.			
Laundry 4.12 D			
1. Laundry services will be provided consistent with ACA standards.			

Contract Section	Complian	ce Comments	
Personal Clothing and Items 4.12 E			
1. The facility will determine the amounts and types of personal clothing and items that prisone are allowed.	rs		
2. Three sets of clothing must be issued, replaced when it is worn out or if seasonal changes or special purpose clothing is required.	1		
Food Services 4.12 F			
1. Food services will be provided consistent wit Policy 805.01, Food Service Standards.	h		
2. Food must be generally equivalent to food served in Alaska.			
3. There must be 3 meals served at regular times during each 24 hour period with no more than 14 hours between the evening meal and breakfast.			
4. Changes to the meal schedule must be approved by the Director of Institutions.			
5. Prisoners in segregation will receive the same meals as the general population (Policy 805.01 Procedures B 3)	;		
6. Receiving of items will be handled consistent with Policy 805.01 Procedures C 1-5.			
7. Food storage must be consistent with Policy 805.01 Procedures D 1-4.			
8. Food temperatures will be maintained and logged consistent with Policy 805.01 Procedures E 1-2.	,		
9. A tray with samples of all food served will be held for three days. (Policy 805.01 Procedures F 1-3.			
10. Food presentation and delivery will be consistent with Policy 805.01 Procedures G 1-7.			
11. Leftovers will be stored consistent with Policy 805.01 Procedures H 1-6)			
12. Food service for disruptive prisoners will be consistent with Policy 805.01 Procedures I 1-6.			
13. A registered dietician must approve all menu and a copy of each new menu sent to the Directo for approval.			
14. If meals are provided to facility staff, there			

Contract Section	Compliance	Comments
will be no cost to DOC.		
15. Food services will be provided consistent		
with Policy 805.02, Food Service Safety and		
Sanitation		
16. Food preparation areas will be clean and		
equipment in good condition (Policy 805.02		
Procedures B)		
17. Before begin working in the kitchen, all		
prisoners must have a health services exam to		
ensure they are free of communicable diseases.		
(Policy 805. 02 Procedures II A 1)		
18. A cleaning schedule will be maintained.		
(Policy 805.02 Procedures II B)		
19. Refrigerators, freezers, storage areas		
temperatures and dishwasher temperatures shall		
be inspected daily. (Policy 805.02 Procedures II	I	
A 1)		
20. Special diets will be provided consistent wi	th	
Policy 805.03, Special and/or Religious Diets and		
Meals.		
21. Special meals may be served at the discretion	on	
of the Warden. (Policy 805.03 Policy V)		
22. Therapeutic diets will be provided as		
prescribed by health care staff. Meals will be		
provided and served according to instructions of	2	
the health care staff. (Policy 805.03 Policy II)		
23. Religious diets will be provided if approved	1	
by the facility religious coordinator along with		
approval of the Warden or designee. (Policy		
805.03 Policy III)		
24. Vegetarian/vegan diets will be made availab	h	
per Policy 805.03 Policy IV)		
25. The contents of special, religious and		
vegetarian meals must approximate the cost		
quantity, quality, and nutritional adequacy of		
	CN/	
meals provided for the general population. (Poli		
805.03 Policy VI)		
26. Only approved native food items may be		
utilized for special programs. (Policy 805.03		
Procedures III A4 & B)		
29. At least one time per year, a potlatch will		
be authorized. (Policy 805.03 Procedures III A	4)	
Encility Supplies 4.12 C		
Facility Supplies 4.12 G		

Contract Section	Compliance	Comments
1. Supplies to include general hygiene items,		
towels, linens, office and building cleaning		
supplies will be provided.		

State of Alaska Adult Prison Facility		Attachment 12 RFP #2019-2000-4219
Date:	For Month:	Date of last Audit:
Facility:		Completed by:
Contract Section: Applicable Policies	HEALTH CARE SERVE Access to Health Care Ser Sick Call 807.11 Medical and Health Care S Optometry Scope of Servi	vices 807.02 Attachment A Services 807.14

C Compliance PC Partial Compliance NC Non Compliance NA Non Applicable

Contract Section	Compliar	nce C	omments
General Information 4.13 A			
1. Health Care services must be provided by the contractor 24 hours per day on-site.			
2. All health care services must meet community care standards and follow ACA and NCCHC standards.	7		
3. The facility will notify the DOC Health Services Administrator/designee within 12 hours of any case of serious illness/injury, all hospitalizations and all deaths. (See also 4.07 E)			
4. A central office or regional manager medical professional shall be assigned who is responsible for monitoring the performance of all health care personnel providing patient care.			
5. The assigned manager must have direct authority to solve administrative and other operational problems.			
Medical Staffing 4.13 B			
1. The staffing plan attached to the contract must be adhered to and any changes approved by the DOC Health Care Administrator.	t		
2. Medical personnel will be made available to Alaskan prisoners for the total hours required in the attachment to the contract.			
3. The contractor shall cover periods of absences due to vacations, holidays, sick leave etc.	5		
4. If students/interns are utilized, they must have direct supervision and not work beyond their level			

Contract Section	Compliance	Comments
of training or ability. They may not be counted a	at	
FTEs.		
5. The facility must assure that all required		
registrations licenses and credentials for staff are		
active and in good standing. An "unrestricted"		
license for the State in which the facility is locate	ed	
is required.	cu	
6. 24 hour, 7 days a week access to the facility's	,	
Medical Director and Regional Administrator is	,	
e e		
required.		
7. "Key" positions (Medical Director, Health		
Administrator) must be covered at all times by		
overtime or locum tenums.		
8. Vacancies in positions not delivering clinical		
care must be filled with 60 days. In the interim,		
these may be covered by overtime, temporary		
employment or adjusted assignments.		
On Site Health Care Services 4.13 C		
1. New prisoners must be screened for medical		
and MH problems within 72 hours of arrival.		
Medical file must be reviewed within 12 hours o	f	
arrival.		
2. Initial physical exam is conducted within 7		
calendar days after arrival by a health care		
practitioner.		
3. Sick call must be available by a RN 7 days a		
week.		
4. Provider sick call must be offered by mid-lev	el	
practitioners 5 days per week. (Policy 807.11		
Procedures II A)		
5. All sick call requests are triaged and responde	ed	
to within 24 hours and if warranted seen face to		
face within the next 24 hours.		
6. If nurse conducting sick call refers prisoner to)	
mid-level practitioner, prisoner must be seen		
within 3 working days or earlier.		
7. If referred to a physician, prisoner must be		
seen within 5 working days or earlier based on		
clinical need.		
8. Preventive screening and routine physical		
exams are provided to prisoners (see Policy		
807.14 Procedures D 3-4 a-f)		
9. Medical staff must be trained to treat		

Contract Section	Compliance	Comments
emergencies, to include CPR with current		
certification.		
10. All licensed health care staff are Basic		
Cardiac Life Support certified.		
11. Offenders enrolled in a chronic disease		
program must have a treatment plan, education,		
and seen every 90 days.		
12. Prisoners transported to an outside health ca	are	
facility, for any reason, must be evaluated on		
return within the next business day by an on-site		
health care provider (physician, nurse practition	er	
or physician assistant.		
Oral Health Care:		
13. Oral Health program is directed by a clinica	ıl	
dentist and provides basic oral health as defined	in	
Policy 807.02.		
14. Prisoners are screened within (oral health) 7	7	
days of intake and initial exam 30 days after		
screening. Emergent care within 14 to 72 hours		
and routine care within 60 days.		
Mental Health Care:		
15. Mental health services must be provided by	,	
licensed, qualified staff as defined in contract 4.	13	
С 10 а-е		
16. Emergency orders for use and/or continuing	2	
the use of involuntary medication; use of force,		
including chemical restraints for therapeutic		
purposes; and placement on suicide watch will b		
reported to the DOC Chief Mental Health Office	er	
within 24 hours.		
17. Copies of MH consults are sent to the DOC		
Chief MH Officer monthly.		
Medication & Pharmacy:		
18. Medication administration is done in		
compliance with State Pharmacy regulations in		
the state in which the facility is located.		
19. Medications made available to prisoners in	.	
pill call 3 times per day 7 days per week and pil	1	
lines are completed within a 2 hour timeframe.		
20. Medication is available no later than 5 days		
after it is ordered for routine prescriptions and		
within 12 hours for urgent and emergency		
treatments.		

Contract Section	Compliance	e Comments
21. Psychotropic medications are administered	by	
Health Care staff and are not given as KOP.		
22. All prisoners taking medication for a		
contagious, potentially life-threatening infectiou	15	
disease, or classified as a DEA scheduled		
medication have their medications administered	as	
"Directly Observed Therapy."		
23. The Alaska DOC Formulary is used for all		
prescriptions. Contractor may substitute or add		
items to the form ONLY with approval from DC		
Chief Medical Officer.		
24. Over the counter medications are made		
available through commissary and a limited		
number are provided at no cost if ordered by a		
health care provider.		
Radiology Services:		
25. The contractor provides on-site and simple		
radiological studies, to include, plain films of lo	ong	
bones, chest radiographs, flat plates of the		
abdomen and skull films.		
Optometry & Ophthalmologic Services:		
26. On-site optometry services are provided, to		
include, prescription and reading glasses.		
Referrals are made per Policy 807.19		
27. Upon request prisoners are evaluated every	2	
years for visual activity.		
28. All diabetics are evaluated by a practitioner		
certified to perform a full dilated funduscopic		
exam and diagnosis retinopathy.		
The following additional services are provided by	by	
the contractor:		
29. Routine ECG Services.		
30. Laboratory Services compliant with Clinica		
Laboratory Improvement Amendment (CLIA) f	or	
in house and subcontracted services. A		
subcontractor must be in place for all laboratory	7	
services that cannot be provided on site.		
31. Physical Therapy & Rehabilitative Medicin	ie	
services with basic services provided on site as		
clinically indicated (cases requiring higher-level		
services may refer and utilize community based		
resources).		
32. Health Education services offered to all		
prisoners individually or in group settings.		

Contract Section	Compliance	Comments
33. Prisoners with substance abuse problems ar assessed and managed by a doctor or other qualified health care professional.	re	
34. Transfer and discharge planning is provided with prisoners with serious health needs when release/transfer is imminent.	1	
Segregated Prisoners 4.13 D		
Infirmary/Medical Segregation Unit:		
1. At a minimum 4 single cell segregation beds must be provided in the medical area. This number will be increased proportionally as the number of prisoners increase.		
2. Beds in the medical area will be used for observation and short-term management, pre an post procedures and simple stable limited medic problems such as IV antibiotic administration.		
3. Seriously ill prisoners requiring intensive monitoring for more than 24 hours shall be assessed by the physician for transfer to a hospital.		
4. There will be at least 1 negative air pressure room.		
Non-Medical Segregation Units:		
5. Procedures are in place to give medical evaluations to prisoners when placed in segregation.		
6. An area is available to provide direct supervision of segregated prisoners if medical o MH conditions warrant.	r	
7. Pill call is conducted 3 times per day.		
8. MH staff follows NCCHC and ACA standar for segregation rounds and screening.	ds	
9. Contract follows NCCHC and ACA standard for management of mentally ill offenders in segregation environment.	ls	
10. In the absence of a routine pill call nursing staff makes daily welfare checks.		
Off-Site Medical Services 4.13 E		
1. Except in an emergency, out of facility healt care that exceeds \$250 is referred to DOC for	h	

Contract Section	Complian	nce	Comments	
authorization.				
2. If DOC negotiates directly for services in the community, the facility will assume responsibilit for transport and access as required.				
Billing/Reimbursement for Medical Expenses 4.13 F	5			
1. Invoices must be provided to the State for of site costs. Additional administrative charges cannot be added.	f-			
2. Invoices are sent to the State within 45 days the end of the month in which the invoice was received by the Contractor for payment.	of			
3. The State is not obligated to pay for costs of medical treatment due to contractor error.				
Continuous Quality Improvement (CQI) 4.13	G			
1. There is a program of CQI established that includes audits and medical record review and monthly meetings of the CQI committee.				
2. Monthly reports of the CQI committee meetings are forwarded to the DOC Health Care Administrator and DOC Quality Assurance & Utilization Review Nurse.	2			
3. Meetings with the DOC QA/UR Nurse are h at least quarterly.	eld			
4. Mortality review and evaluation of off-site ca must come under the scope of the CQI program				
5. A mortality review process must be presente to and approved by the DOC Health Services Administrator.	d			
6. The DOC must be informed as soon as possible of any death regardless of the circumstance and no later than 6 hours after the event.				
7. A preliminary report of the mortality review submitted to the DOC Health Care Administrate /designee within 72 hours of the prisoner death. Final report submitted upon completion of the post-mortem studies and tests.				
Infectious Disease & Control Program 4.13 F	E			
1. An infection control program must be in place	e			

Contract Section	Complia	nce	Comments
to ensure that staff is trained and adhering to			
proper methods of handling, storage and disposa	1		
of biomedical hazardous waste. See contract 4.1	3		
H for program requirements.			
2. An infectious disease program must be in pla	ce		
to monitor offenders with HIV, TB, Hepatitis, and	nd		
MRSA.			
3. All instances of reportable diseases or			
conditions as mandated under Alaskan State law	,		
must be reported to DOC and AK Dept of Healt	h		
& Social Services as well as to the State Dept of			
Health in the state in which the facility is located	1.		
Medical/Mental Health Records 4.13 I			
1. Health records must be maintained in			
consistent with NCCHC guidelines or CARF,			
ACA standards and 42 CFR, prevailing medical			
regulations for confidentiality, retention and			
access.			
2. System must be overseen by a credentialed			
health information management professional wh	0		
is responsible for ensuring the system and			
Departmental needs are met.			
3. Records are stored in a locked area or on a			
secure backup drive with controlled access.			
4. Medical record policies and procedures that			
implement the requirements of State and Federal	1		
law are in place.			
5. A standardized method is in place for			
documenting entries to records (see contract 4.1)	3 I		
5 for a list).			
6. Requests for medical records and/or			
information made by the Dept's representative(s),		
counsel for the Dept, AK Attorney General's			
office, or the DOC Health Care Administrator			
follows confidentiality requirements.			
7. If an electronic medical record is utilized,			
access to this record will be provided to			
designated DOC staff.			
Inmate Health Care Physical Plant, Operation and Logistical Support 4.13 J	ns		
1. The contractor has provided adequate clinical	1		
space for the efficient functioning to provide car			

for the number of prisoners housed at the facility. . 2. The contractor provides telemedicine . equipment and internet access. Any room with a flat screen TV and polycom (or equivalent equipment) with connection to LAN/WAN and TI line to internet. . 3. Prior approval is obtained from DOC prior to contractor referring a patient to a specialty medical provider via telemedicine. . 4. The area(s) providing prisoner health are secured with a controlled door. . 5. Access to this area(s) is limited to those with medical business or needs. . 6. All prisoners assigned to work in the area(s) are strip searched before leaving the area(s). . 7. A procedure is in place to account for all control movement, provide security back-up, assist medical staff, and observe medication dispensing. . 9. One correctional staff is assigned to supervise medical clinic during sick call, scheduled clinics, during emergency medical care, for dental care and in the medical segregation unit. . 10. Correctional staff are present to observe medication drageness. . . 11. Detailed timed records that indicate the date, time and nature of services rendered are maintained by the Contractor. . 2. These records and all other prisoner medical records are estained for 3 yeas. . . Lability (Medical) 4.13 L 10. Petailed	Contract Section	Compliance	Comments
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Contract Section C	Compliance	Comments	
Confidentiality 4.13 M			
1. Confidential information will not be provided to any individual or organization without prior written approval of DOC.			
2. All employees or subcontractors must be advised of confidentiality requirements.			
3. Notification to DOC must be promptly made of any unauthorized possession, use, knowledge, or attempt thereof of DOC confidential information. Full details of the event and a plan to prevent reoccurrence must be provided.			
4. Written policies defining confidentiality requirements must be in place.			
5. Any contracts with practitioners and other providers must state expectations of confidentiality.			
6. Prisoners and/or their legal guardians must be provided the opportunity to approve or deny the release of identifiable personal information unless required by law.			
7. If information is provided in response to a court order, it must be approved by the DOC Health Care Administrator.			
8. Policies must be in place that direct how confidential information gathered or learned during the investigation or resolution of a complaint is maintained.			
9. HIPPA, Federal and State regulationsregarding management and exchange of medicalinformation must be complied with.			

SIMPLE NUTRITION DECISIONS



MAY 3 0 2018

DEPT. OF CORRECTIONS ADMIN SERVICES

Anchorage Correctional Complex (ACC) Standard & Vegetarian Menu Review & Analysis

Deliverable Contract No: 170013677

Submitted to: State of Alaska Department of Corrections

> Attention: Gary Bailey: <u>gary.bailey@alaska.gov</u>

By

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ACC Standard & Vegetarian Menu Review & Analysis

Simple Nutrition Decisions

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Simple Nutrition Decisions

I. Purpose

The purpose of contract number 170013677 between the Department of Corrections (DOC) and Simple Nutrition Decisions (SND) is to provide Dietician & Consulting Services, including menus review, consulting and additional services/work as needed.

State Fiscal Year (2018) contract focuses on reviewing and analyzing the Anchorage Correctional Complex (ACC) 4 Week Standard Cycle Menus and 1 Week Vegetarian Menus.

II. Scope of Work

- A. Review and analyze ACC 4 Week Standard Cycle Menus (28 days) and 1 Week Vegetarian Menu (7 days).
- B. Provide a written analysis summary with recommendations and updates to the menus, to reflect the current nutritional needs and to ensure the menus meet all current recommended daily dietary allowances.
- C. Provide recommendations on how to make the menus more heart healthy.

III. Methodology to Review & Analyze ACC Menus

A. Reference 2015-2020 U.S. Dietary Guidelines for Americans

Reviewed the Recommended Amounts of Food From Each Food Group at 12 Calorie Levels Table <u>https://health.gov/dietaryguidelines/2015/(Table A3-1, Page 81)ⁱ</u>

to determine the standard calorie level recommended for the population receiving the ACC 4 Week Standard Cycle Menu and the 1 Week Vegetarian Menu meals.

Healthy U.S. Style Eating Patterns from 1,600 to 3200 calories are designed to meet the nutritional needs of children 9 years and older and adults. Hence, the 3000 Calorie

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level for Healthy U.S. Style Eating Pattern: Recommended Amounts of Food From Each Food Group was the standard used to complete menu reviews, analyses and recommendations.

B. Determine Body Measurement Standards

Reviewed the Center for Disease Control (CDC) National Center for Health Statistics, Body Measurements <u>https://www.cdc.gov/nchs/fastats/body-measurements.htm</u>ⁱⁱ average heights (male 69.3" and female 63.8") and weights (male 195.5 lbs. and female 166.2 lbs.), to obtain height/weight averages for adults 20 years and over. Using these measurements, the average height is 66.5 inches and the average weight is 180.85 pounds.

C. Select Online Tool (SuperTracker) for Menu Analysis

SuperTracker (https://www.supertracker.usda.govⁱⁱⁱ), a free United States Department of Agriculture (USDA) home/online tool, was selected to enter menu items, to review and to analyze the ACC 4 Week Standard and 1 Week Vegetarian menus. An ACC profile was created in SuperTracker.

SuperTracker https://www.govloop.com/supertracker-usdas-new-app-brings-togetherbig-data-to-help-you-get-healthy/^{iv} features Food-A-Pedia, a nutrition information data base of approximately 8000 food items. It allows users to enter recipes, create food combos, consolidate data entered, generating Food Groups, Calories and Nutrients Reports based on averages. These reports were used to review and analyze ACC Standard (28 days) and Vegetarian (7 days) menus.

D. SuperTracker Recipes

The majority of the menu items were found in **Food-A-Pedia**. SND used as cross reference serving sizes and calories per serving listed under ACC Standard and

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Vegetarian menus, to select food items from Food-A-Pedia providing the most accurate data entry, review and analysis.

E. Create Recipes in SuperTracker

Yakisoba, Tofu Chow Mein and TVP Sauce recipes were entered in *SuperTracker* under the create recipe application.

F. Enter ACC Standard & Vegetarian Menus in SuperTracker

After entering 35 days of Breakfast, Lunch and Dinner menus in *SuperTracker* (under the ACC Profile) and rechecking entries for accuracy, SND generated 8 Food Groups, Calories and Nutrients Reports based on weekly averages. These reports were used to:

- Complete analyses of the ACC Standard and Vegetarian menus current nutritional offerings, comparing it to the targets and standards
- > Offer recommendations to meet daily dietary allowances and targets
- > Draw conclusions to ensure menus meet nutritional adequacy standards

G. Generate Reports in SuperTracker for ACC Standard and Vegetarian Menus

1. Food Groups and Calories Reports (Attachments 1, 2, 3, 4 5 and 7) Provide the list of food groups, the target amounts needed per food group, the average amounts eaten, and the status for the 35 days menus entered, to assess if standards for 3000 calories were met (=), were over (>) or under (<) the targeted amounts.

2. Nutrients Reports (Attachments 6 and 8)

Provide the list key nutrients, the target amounts needed, the average amounts eaten, and the status for the 35 days menus entered, to assess if the standards for 3000 calories were met (=), were over (>) or under (<) the targeted amounts.

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IV. Results, Analyses & Recommendations: Calories and Food Groups

A. ACC Standard & Vegetarian Menus Average Weekly Calories

ACC Standard Cycle Menus offered 2404 average weekly calories and the Vegetarian Menu offered 2652 calories. Both are within the Healthy U.S. Style Eating Patterns (1,600 to 3200 calories) meeting, with a few exceptions, the nutritional needs of children 9 years and older and adults (Attachments 1, 2, 3 4 and 7).

Table	1
-------	---

ACC Standard & Vegetarian Menus Average Weekly Calories

Standard Menu	Average Calories			
Week 1	2420			
Week 2	2422			
Week 3	2433			
Week 4	2403			
Average	← 2404			
Vegstadian Monn				
Week 1 Average	◀───► 2652			

Source: Attachments 1, 2, 3, 4 & 7

B. Average Grains Servings Targeted vs. Offered for 3000 Calories/Day

Food Groups	Target	Average Offered	Status
Grains	10 Ounces	8 & 7.5 Ounces	Under
	ACC St	andard Menus	
Week 1		7.5	
Week 2		8.0	
Week 3		8.0	
Week 4		8.0	
4 Week Average		8.0	
	ACC Vegeta	rian Menu	
1 Week Average		7.5	

Source: Attachments 1, 2, 3, 4 and 7

ACC's menus submitted for review and analysis provided general information about types of grains offered. SND selected items in **Food-A-Pedia** as close as possible to the menus. Whenever a grain item was listed as a wheat roll or cereal, it was entered as a Whole Grain (WG) item. Pastas were listed as noodles, or spaghetti so SND entered them as a Refined Grained (RG) item. The Grains Food Group Standard Menu average targeted vs. offered was 10 vs. 8 ounces and the Vegetarian Menu was 10 vs. 7.5 ounces, recommended for a 3000 Calorie level Healthy U.S. Style Eating Pattern. The WG offered was below recommendations.

Heart Healthy 3000 Calories/Day Grains Recommendations

an a	Offer	≥ 5 oui	ices V	Vhole G	rains (WG)/	Day			ي لاحقيد حارج
(1.7.1	1		1 1				 	~	

- ✓ Make pancakes with whole wheat flour or a mixture of regular/whole wheat flour.
- \checkmark Offer whole wheat bread toast several times a week.
- ✓ Offer cold cereals with WG as the first ingredient, low in added sugar and high in fiber content.
- ✓ Offer WG pastas, rice and tortillas.

C. Average Vegetables Servings Targeted vs. Offered for 3000 Calories/Day

Food Groups	Target	Average Offered	Status
Wegginibles	A Cinns	4 & 3% Cinps	
	ACC Stand	ard Menus	
Week 1		4, 1/2	
Week 2		3 ¾	
Week 3		4 1/4	
Week 4		3 ¼	
Weeks Average		4,	
	ACC Ve	getarian Menus	1.012
Weeks Average		3 %	

Source: Attachments 1, 2, 3, 4 and 7

The Vegetables Food Group Standard and Vegetarian Weekly Averages met the recommendations for a 3000 Calorie level Healthy U.S. Style Eating Pattern. However, the recommended vs. actual intake for the Red & Orange (7 1/2 vs. 4 1/2 cups weekly) and Beans &Peas (3 vs.1 1/4 cups weekly) were below recommendations. The Starchy Vegetables (8 vs. 10 cups weekly) offered were higher than the recommendations.

Heart Healthy 3000 Calories/Day Vegetables Recommendations

Offer d Cupis of Vegerables/Day

- ✓ Add menu items including at least a cup of red & orange vegetables weekly.
- ✓ Offer at least an extra cup of beans & peas once or twice weekly.
- ✓ Offer seasonal vegetables.
- ✓ Use canned and/or frozen vegetables, packed in water and low sodium.

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D. Average Fruits Servings Targeted vs. Offered for 3000 Calories/Day

Table 4

Food Groups	Target	Average Offered	Status
Bruits	2% Cups	5 - 4 %/F& 1 % Gupse - 1	Under
	ACC Stand	ard Menus	
Week 1		3/4	
Week 2		1	
Week 3		3/4	
Week 4		1	
4 Week Average		3/4	
	ACC Ve	getarian Menus	
1 Week Average		1 ¼	

Source: Attachments 1, 2, 3, 4, 5 and 7

The Standard Menu offered 70% less (3/4 cups) and the Vegetarian Menu offered 50% (1/2 cup) less than the recommendation (2 ½ cups) for a 3000 Calorie level Healthy U.S. Style Eating Pattern.

Heart Healthy 3000 Calories/Day Fruits Recommendations

- 16 - 18 - 18 - 18 - 18 - 18 - 18 - 18	a after 2 % Cupedibary of Binniks
\checkmark	Add dried fruits with breakfast menu items.
\checkmark	Offer canned or frozen fruits (packed in water or its own juice) with lunch menu item recipes at least twice weekly.
\checkmark	Offer larger fruit portions (> 60 calories per serving).
\checkmark	Offer seasonal fruits.
\checkmark	Offer 100% fruit juice instead of fruit drinks (1 calorie/cup) at least twice weekly.
~	Offer canned and frozen fruits, packed in its' own juice or water.

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E. Average Dairy Servings Targeted vs. Offered for 3000 Calories/Day

Food Groups	Target	Average Offered	Status
Milk & Yogurt	3 Cups	2 & 2 Cups	Under
Cheese			
	ACC Stand	lard Menus	
Week 1		2	
Week 2		1 3/4	
Week 3		1 3/4	
Week 4		2	
4 Week Average		2	A.
	ACC V	egetarian Menu	
1 Week Average		2	

Source: Attachments 1, 2, 3, 4 and 7

The Dairy Food Group Week Average offered for both the ACC and the Vegetarian menus was 33% less (2 cups) than the recommendation (3 cups) for a 3000 Calorie level Healthy U.S. Style Eating Pattern.

Heart Healthy 3000 Calories/Day Dairy Recommendations

Offer 3 Cups of Dairy/Day

- ✓ Add yogurt with breakfast menus.
- ✓ Offer shredded cheeses options with Green Salads.
- \checkmark Offer fat free milk instead of low fat milk with more meals.
- ✓ Offer low fat yogurts and cheeses.
- ✓ Increase portions of cheese already offered in current menu items.

F. Average Protein Servings Targeted vs. Offered for 3000 Calories/Day

Target	Average Offered	Status
7 Ounces	7.5 & 7 Ounces	OK
ACC Standard	Menus	
a second de la constance.		
	8	
	7	
	7	
	7	
÷	7.5	
ACC Vegetaria	1 Menus	
	7.0	
	7 Ounces ACC Standard	7 Ounces 7.5 & 7 Ounces ACC Standard Menus 8 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7.5

Source: Attachments 1, 2, 3, 4 and 7

The Protein Food Group weekly average offered for the Standard and the Vegetarian menus met the recommendation (7 ounces) for a 3000 Calorie level Healthy U.S. Style Eating Pattern.

Heart Healthy 3000 Calories/Day Protein Recommendations

Continue Offering Daily Protein Amounts Provided

- ✓ Offer 10 ounces of seafood/fish weekly.
- ✓ Use canned seafood/fish menu items.

G. Average Oils, Added Sugars and Saturated Fats Targeted vs. Offered for 3000 Calories/Day

Food Groups	Target	Standard Menu Average Offered	Vegetarian Menu Average Offered	Status
- ONE - F	ullo reaspoonse.	24. Zitraspoolis	7/todspools	Ţ
Added Sugars	<300 Calorics	117 Calòrics.	260 Calories	ОК
Saturated Fat	<300 Calories	283 Calories	250 Calories	ОК

ACC Standard and Vegetarian Menus

Source: Attachments 5 and 7

The Oils, Added Sugars and Saturated Fat targets were under or very close to the averages offered.

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V. Results, Analyses and Recommendations by Nutrients

Attachment 6: <u>ACC 4 Week Average Nutrients Report.pdf</u> and Attachment 8: <u>ACC</u> <u>Vegetarian 1 Week Average Nutrients Report.pdf</u> provide results for nutrients averages offered by the ACC Standard and Vegetarian Menus, compared to the target nutrient recommendations for a 3000 Calorie diet.

There are 40 target Nutrients, Minerals and Vitamins. :

- 19 Calorie Providing Nutrients
 - Proteins, Carbohydrates and Fats. It breaks down the calorie sources from specific carbohydrates (dietary fiber, total sugars and added sugars). It breaks down the calorie sources from 10 types of fats important for heart health and weight management.
- ➢ 9 Minerals
- ▶ 12 Vitamins

Nutrients	Target	<u>Standard</u> Menu Average Offered	Status	<u>Vegetarian</u> Menu Average Offered	Status
Dietary Fiber	38 g	23 g	Under	33 g	Under
Potassium	4700 mg	3380 mg	Under	4998mg	OK
Magnesium	400 mg	302 mg	Under	487mg	OK
Vitamin D	15 µg	7 μg	Under	7 μg	Under
Vitamin E	15 mg AT	10 mg AT	Under	10 mg AT	Under
Choline	550 mg	504 mg	Under	551 mg	OK

A. Average Nutrients Under Targeted vs. Offered for 3000 Calories/Day ACC Standard and Vegetarian Menus

Source: Attachments 6 and 8

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ACC Standard & Vegetarian Menu Review & Analysis

Average Nutrients Over Targeted vs. Offered for 3000 Calories/Day В. ACC Standard and Vegetarian Menus

Nutrients	Target	Standard Menu	Vegetarian Menu
Fotal Fat	20 to 35 % Calories	38 % Calories	
Saturated Fat	< 10 %	12 %	
Cholesterol	< 300 mg	634 mg	619 mg
Sodium	< 2300 mg	4997 mg	3784
<i>a</i>	achments 6 and 7		

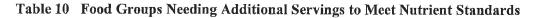
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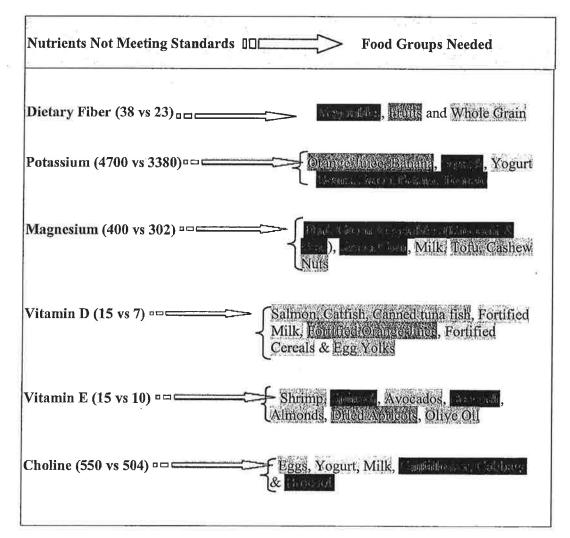
C. Menu Recommendations to Meet Target Nutrient Standards

The ACC 4 Week Cycle Standard Menus **met** nutrients standards for 3000 calories except for 6 nutrients (Attachment 6).

The ACC 1 Week Vegetarian Menu **met** nutrients standards for 3000 calories except for 3 nutrients (Attachment 6). To meet nutrient standards, additional servings of several food groups are necessary. Nutrients and food groups are outlined below. The food groups are color coded.

At a glance, the reader can see several food groups overlap with the nutrients column. For instance, vegetables provide 5 of 6 nutrients not meeting nutrient standards. Fruits provide 4 of 6 nutrients not meeting nutrient standards. Dairy provide 4 of 6 nutrients not meeting nutrient standards.





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VI. Discussion

Based on the Food Groups and Calories Report (Attachments 5 and 7), **BOTH** the ACC Standard and Vegetarian Menus:

- ✓ Met Caloric Targets (1600-3000) and Recommended Servings for:
 - ✓ Total calories
 - \checkmark Vegetables (4 vs 4 cups) and (4 vs 3 $\frac{3}{4}$ cups)
 - ✓ Protein Foods (7 vs 7 ½ Ounces) (7 vs 7 Ounces)
 - ✓ Added Sugars
 - ✓ Saturated Fats

• Did Not Meet Recommended Servings Targets for:

- o Grains (10 vs 8) and (10 vs 7.5)
- Fruits (2.5 vs ³/₄) and (2 ¹/₂ vs 1 ¹/₄)
- o Dairy (3 vs 2)

Based on the Average Nutrients Reports (Attachments 6 and 8):

		rovided excess in 4 nutrients:	
		(20 – 35 % vs 38% Calories)	
	Saturated Fat	(<10 % vs 12%)	
	Cholesterol	(< 300 vs 634)	
	Sodium	(<2300 vs 4497)	
The Vege	tarian Menu provid	led excess in 2 nutrients:	
	Cholesterol	(< 300 vs 690)	
	Sodium	(<2300 vs 3784)	

To align ACC Standard and Vegetarian Menus and avoid excesses in saturated fat, cholesterol and sodium:

- > Offer more fish and seafood
- ▶ Use less sodium in food/recipe preparation
- Purchase menu items with lower sodium contents
- > Offer choices of herbs/spices with no sodium

ACC Standard & Vegetarian Menu Review & Analysis

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VII. Conclusions

ACC 4 Week Cycle Standard and 1 Week Vegetarian Menus offer variety, acceptable calorie levels, meet most food groups, calorie requirements and nutrient requirements for a 3000 calorie day level, with a few deficits (Attachments 6, 7 and 8) discussed above.

DOC ACC menu planners can take into consideration the suggestions listed on Tables 1 to 7 and Table 10 to ensure each menu meets all current recommended daily dietary standards and to make the menus more heart healthy.

VIII. Attachments

Attachment 1	ACC Week 1 FoodGroupsAndCaloriesReport.pdf
Attachment 2	ACC Week 2 FoodGroupsAndCaloriesReport.pdf
Attachment 3	ACC Week 3 FoodGroupsAndCaloriesReport.pdf
Attachment 4	ACC Week 4 FoodGroupsAndCaloriesReport.pdf
Attachment 5	ACC 4 Week Average FoodGroupsAndCaloriesReport.pdf
Attachment 6	ACC 4 Week Average Nutrients Report.pdf
Attachment 7	ACC 1 Week Vegetarian FoodGroupsAndCaloriesReport.pdf
Attachment 8	ACC 1 Week Vegetarian Average Nutrients Report.pdf

IX. Tables

Table 1	ACC Standard & Vegetarian Menus Average Weekly Calories
Table 2	Average Grains Servings Targeted vs. Offered for 3000 Calories/Day
Table 3	Average Vegetables Servings Targeted vs. Offered for 3000 Calories/Day
Table 4	Average Fruits Servings Targeted vs. Offered for 3000 Calories/Day
Table 5	Average Dairy Servings Targeted vs. Offered for 3000 Calories/Day
Table 6	Average Protein Servings Targeted vs. Offered for 3000 Calories/Day
Table 7	Average Oils, Added Sugars and Saturated Fats Targeted vs. Offered
	for 3000 Calories/Day
Table 8	Average Nutrients Under Targeted vs. Offered for 3000 Calories/Day
Table 9	Average Nutrients Over Targeted vs. Offered for 3000 Calories/Day

 Table 10
 Food Groups Needing Additional Servings to Meet Nutrients Standards

ACC Standard & Vegetarian Menu Review & Analysis

Simple Nutrition Decisions

X References

¹Recommended Amounts of Food From Each Food Group at 12 Calorie Levels Table <u>https://health.gov/dietaryguidelines/2015/</u> (Table A3-1, Page 81)

https://www.cdc.gov/nchs/fastats/body-measurements.htm

https://www.supertracker.usda.gov

https://www.govloop.com/supertracker-usdas-new-app-brings-together-big-data-to-help-you-get-healthy

2

ACC's Food Groups and Calories Report 04/01/18 - 04/07/18

Your plan is based on a 3000 Calorle allowance.

Food Groups	Target	Average Eaten	Status
Grains	10 ounce(s)	7½ ounce(s)	Under
Whole Grains	≥ 5 ounce(s)	½ ounce(s)	Under
Refined Grains	i≤5 ounce(s)	7 ounce(s)	Over
Vegetables	4 cup(s)	4¼ cup(s)	ок
Dark Green	2½ cup(s)/week	6¼ cup(s)	Over
Red & Orange	7½ cup(s)/week	3½ cup(s)	Under
Beans & Peas	3 cup(s)/week	% cup(s)	Under
Starchy	8 cup(s)/week	11 cup(s)	Over
Other	7 cup(s)/week	6¼ cup(s)	Over
Fruits	2½ cup(s)	% cup(s)	Under
Whole Fruit	No Specific Target	% cup(s)	No Specific Target
Fruit Juice	No Specific Target	0 cup(s)	No Specific Target
Dairy	3 cup(s)	2'cup(s)	Under
Milk & Yogurt	No Specific Target	1½ cup(s)	No Specific Target
Cheese	No Specific Target	½ cup(s)	No Specific Target
Protein Foods	7 ounce(s)	8 ounce(s)	Over
Seafood	10 ounce(s)/week	4 ounce(s)	Under
Meat, Poultry & Eggs	No Specific Target	7½ ounce(s)	No Specific Target
Nuts, Seeds & Soy	No Specific Target	0 ounce(s)	No Specific Target
Ollse	and a second second second second	The period	Ender:
Limits	Limit	Average Eaten	Status
Total Calories	3000 Calories	2420 Calories	Under
Addød Sugars	< 300 Calories	106 Calories	OK
Saturated Fat	< 300 Calories	286 Calories	î OK

ACC's Food Groups and Calories Report 04/08/18 - 04/14/18

Your plan is based on a 3000 Calorie allowance.

Food Groups	Target	Average Eaten	Status
Grains	10 ounce(s)	8 ounce(s)	Under
Whole Grains	≥ 5 о и псе(s)	½ ounce(s)	Under
Refined Grains	≤ 5 ounce(s)	7½ ounce(s)	Over
Vegetables	4 cup(s)	3% cup(s)	ок
Dark Green	2½ cup(s)/week	3¾ cup(s)	Over
Red & Orange	7½ cup(s)/week	5 cup(s)	Under
Beans & Peas	3 cup(s)/week	1¾ cup(s)	Under
Starchy	8 cup(s)/week	9½ cup(s)	Over
Other	7 cup(s)/week	5¼ cup(s)	Under
Fruits	2% cup(s)	1 cup(s)	Under
Whole Fruit	No Specific Target	1 cup(s)	No Specific Target
Fruit Juice	No Specific Target	0 cup(s)	No Specific Target
Dairy	3 cúp(s)	1% cup(s)	Under
Milk & Yogurt	No Specific Target	1¼ cup(s)	No Specific Target
Cheese	No Specific Target	½ cup(s)	No Specific Target
Protein Foods	7 ounce(s)	7½ ounce(s)	ОК
Seafood	10 ounce(s)/week	3½ ounce(s)	Under
Meat, Poultry & Eggs	No Specific Target	7 ounce(s)	No Specific Target
Nuts, Seeds & Soy	No Specific Target	0 ounce(s)	No Specific Target
DIC .	winess and the theory of the	ALL PORT	
_imits	Limit	Average Eaten	Status
Total Calories	3000 Calories	2422 Calories	Under
Added Sugars	< 300 Calories	141 Calories	ок
Saturated Fat	< 300 Calories	282 Calories	OK

ACC's Food Groups and Calories Report 04/15/18 - 04/21/18

Your plan is based on a 3000 Calorie allowance.

Food Groups	Target	Average Eaten	Status
Grains	10 ounce(s)	8 ounce(s)	Under
Whole Grains	≥ 5 ounce(s)	½ ounce(s)	Under
Refined Grains	≤ 5 ounce(s)	7½ ounce(s)	Over
Vegetables	4 cup(s)	4¼ cup(s)	OK
Dark Green	2½ cup(s)/week	4½ cup(s)	Over
Red & Orange	7½ cup(s)/week	5¼ cup(s)	Under
Beans & Peas	3 cup(s)/week	1% cup(s)	Under
Starchy	8 cup(s)/week	11¼ cup(s)	Over
Other	7 cup(s)/week	6¾ cup(s)	OK
Fruits	2% cup(s)	% cup(s)	Under
Whole Fruit	No Specific Target	¾ cup(s)	No Specific Target
Fruit Juice	No Specific Target	0 cup(s)	No Specific Target
Dairy	3 cup(s)	1% cup(s)	Under
Milk & Yogurt	No Specific Target	1¼ cup(s)	No Specific Target
Cheese	No Specific Target	½ cup(s)	No Specific Target
Protein Foods	7 ounce(s)	7 ounce(s)	ОК
Seafood	10 ounce(s)/week	2 ounce(s)	Under
Meat, Poultry & Eggs	No Specific Target	, 6½ ounce(s)	No Specific Target
Nuts, Seeds & Soy	No Specific Target	0 ounce(s)	No Specific Target
Dis suds consideration de la sud	an a	and a transmission of the	
lmits	Limit	Average Eaten	: Status
Fotal Calories	3000 Calories	2433 Calories	Under
dded Sugars	< 300 Calories	121 Calories	OK
Saturated Fat	< 300 Calories	288 Calories	OK

ACC's Food Groups and Calories Report 04/22/18 - 04/28/18

Your plan is based on a 3000 Calorie allowance.

Food Groups	Target	Average Eaten	Status
Grains	10 ounce(s)	8 ounce(s)	Under
Whole Grains	≥ 5 ounce(s)	½ ounce(s)	Under
Refined Grains	≤ 5 ounce(s)	7½ ounce(s)	Over
Vegetables	4 cup(s)	3¼ cup(s)	Under
Dark Green	2½ cup(s)/week	5% cup(s)	Over
Red & Orange	7½ cup(s)/week	4 cup(s)	Under
Beans & Peas	3 cup(s)/week	1 cup(s)	Under
Starchy	8 cup(s)/week	8 cup(s)	ок
Other	7 cup(s)/week	4% cup(s)	Under
Fruits	2½ cup(s)	1 cup(s)	Under
Whole Fruit	No Specific Target	1 cup(s)	No Specific Target
Fruit Juice	No Specific Target	0 cup(s)	No Specific Target
Dairy	3 cup(s)	2'cup(s)	Under
Milk & Yogurt	No Specific Target	1¼ cup(s)	No Specific Target
Cheese	No Specific Target	¾ cup(s)	No Specific Target
Protein Foods	7 dunce(s)	7 ounce(s)	ок
Seafood	10 ounce(s)/week	1½ ounce(s)	Under
Meat, Poultry & Eggs	No Specific Target	6½ ounce(s)	No Specific Target
Nuts, Seeds & Soy	No Specific Target	0 ounce(s)	No Specific Target
aller and a second second	a service of the space of the two	s an internet and a second	in twitte an easy
Limits	Limit	Average Eaten	Status
Total Calories	3000 Calories	2335 Calories	Under
Added Sugars	< 300 Calories	101 Calories	ок
Saturated Fat	< 300 Calories	275 Calories	OK
Alcohol		0 Calories	
		An an an an an an an an an a	

* If alcohol is consumed, it should be in moderation—up to one drink per day for women and up to two drinks per day for men—and only by adults of legal drinking age. There are also many circumstances in which individuals should not drink, such as during pregnancy. For more information see: http://rethinkingdrinking.niaaa.nih.gov

ACC's Food Groups and Calories Report 04/01/18 - 04/28/18

Your plan is based on a 3000 Calorie allowance.

Food Groups	Target	Average Eaten	Status
Grains	10 ounce(s)	8 ounce(s)	Under
Whole Grains	≥ 5 ounce(s)	½ ounce(s)	Under
Refined Grains	≤ 5 ounce(s)	7¼ ounce(s)	Over
Vegetables	4 cup(s)	4 cup(s)	OK
Dark Green	2½ cup(s)/week	5 cup(s)	Over
Red & Orange	7½ cup(s)/week	41/2 cup(s)	Under
Beans & Peas	3 cup(s)/week	1¼ cup(s)	Under
Starchy	θ cup(s)/week	10 cup(s)	Over
Other	7 cup(s)/week	6½ cup(s)	Under
Fruits	2% cup(s)	% cup(s)	Under Manager (199
Whole Fruit	No Specific Target	¾ cup(s)	No Specific Target
Fruit Julce	No Specific Target	0 cup(s)	No Specific Target
Dairy	Sicup(S)	2 cup(s)	Under
Milk & Yogurt	No Specific Target	1¼ cup(s)	No Specific Target
Cheese	No Specific Target	1/2 cup(s)	No Specific Target
Protein Foods	7 ounce(s)	7½ ounce(s)	ОК
Seafood	10 ounce(s)/week	2½ ounce(s)	Under
Meat, Poultry & Eggs	No Specific Target	7 ounce(s)	No Specific Target
Nuts, Seeds & Soy	No Specific Target	0 ounce(s)	No Specific Target
	A second second second second	A AUTOCOUT A CASE	an until all second
Limits	Limit	Average Eaten	Status
Total Calories	3000 Calories	2403 Calories	Under
Added Sugars	< 300 Calories	117 Calories	OK
Saturated Fat	< 300 Calories	283 Calories	OK
Alcohol	a second star in the second seco	· 0 Calories	and the second of the

* If alcohol is consumed, it should be in moderation—up to one drink per day for women and up to two drinks per day for men—and only by adults of legal drinking age. There are also many circumstances in which individuals should not drink, such as during pregnancy. For more information see: http://rethinkingdrinking.niaaa.nih.gov

Bailey, Gary G (DOC)

From:	Bailey, Gary G (DOC)
Sent:	Wednesday, May 30, 2018 1:36 PM
То:	Sullivan, Clare M (DOC); Hough, Jeremy M (DOC)
Subject:	FW: GAE 170013677 Deliverable ACC Regular and Vegetarian Menu Analysis
Attachments:	5.30.18 170013677 ACC Deliverable RegularandVegetable Menu ReviewAnalysis.pdf;
	Attachment 1 ACC Week 1 FoodGroupsAndCaloriesReport (5).pdf; Attachment 2 ACC
	Week 2 FoodGroupsAndCaloriesReport.pdf; Attachment 3 ACC Week 3
	FoodGroupsAndCaloriesReport.pdf; Attachment 4 ACC Week 4
	FoodGroupsAndCaloriesReport.pdf; Attachment 5 ACC 4 Week Average
	FoodGroupsAndCaloriesReport.pdf; Attachment 6 ACC 4 Week Average
	NutrientsReport.pdf; Attachment 7 ACC Vegetarian 1 Week
	FoodGroupsAndCaloriesReport.pdf; Attachment 8 ACC Vegetarian 1 Week Nutrients
	Report.pdf; Invoice 2 FSHoger170013677 ACC.pdf

Here is the menu report review for FY18 on ACC's menu to include the invoice for services. Please forward if needed. I'll send the invoice to Teri West. Any questions let me know.

Thanks



GARY BAILEY Procurement Specialist II

Alaska Department of Corrections 550 W 7th Ave, Suite 1800 • Anchorage, AK 99501 Office: (907) 269-7344 • Fax: (907) 269-7345 gary.bailey@alaska.gov

SAFER ALASKA

From: Simple Nutrition Decisions [mailto:simplenutritiondecisions@gmail.com]
Sent: Wednesday, May 30, 2018 1:08 PM
To: Bailey, Gary G (DOC)
Subject: GAE 170013677 Deliverable ACC Regular and Vegetarian Menu Analysis

Hi Gary,

Attached are the Deliverables for the ACC Regular and Vegetarian Menu Analyses (Report and Attachments) and Invoice 2.

Please, let me know if there are questions.

Thanks for the opportunity to provide Nutrition Services.

Fatima S. Hoger, MS, RDN, LD

Attachment 13 RFP #2019-2000-4219

AVERAGE DAILY CAL

NOTE-VEGETABLE AND STARCH PORTIONS ARE FLUID O2S. ACC and COOK INLET PRE-TRUAL are both Non-pork facilities and meals meet Kosher/Haal standards

SUNDAY		MONDAY		TUESDAY		Incruited an									
anne	Ann Poo F.	Breakfast		Breakfast		Realder		THURSDAY		Î	FRIDAY	2			
				Beef Sausage	302	80 1-01 Creamod Dove		7			-		SALURUAY		
Renting antolog	-	Breakfast potatoes 4oz		Scrambled ecos	402				3gs 4oz	z 288 F-10	1	Brth	CAN LOD D. CO.		
20th Santand Joanna 402		54 (1-46 Toast 1s			18		8						Short and a set	302	16-7 08
		Com Flakes 1oz	86	tetoes	405	37-0	402	90 Q-46 Hot Cereal-Oatmeal	atmeal 1 bl		_				288 F-10
		Fresh Orange 1ea		Hot Cereal Grite	7	2 -			121	58			au unte breaktast potatoes		90 Q-46
B Keddle		35 D-13 Margarina Reddie 1 ea			5	7	402	Orange Beverage				ZDI.		6	105 F-1
	14	Milk 1 % Boz					1 ea	_				402	60 Foast		80
Milk 2%	8oz 110			Reddin	20 t	110 Milk 1 %	Baz 110				Marraén Daden		110 Orange Beverage		10
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e,		Lettuce/Tomato 1 ea		Raked Boons		ZOU N-3U Tuna Casserole		133 Turkey Bolonga	41. ac	2 1AU	and Addres	202	280 Lettuce	1 68	
Orange	1ec 60	Mayo/Ketchup 1 ea	- L C			130 U-3 lossed Salad	5oz 35 m-15		10		1110 CAL 40			1 ea	
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		ACC and COOK IN ET DEE TOWN		יאווסיים עיעב גרחוח	10230										

CYCLE ONE

Attachment 13 RFP #2019-2000-4219

SUNDAY Breakfast		MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY		
Scrambled edgs Apr	788 F-10		180 5 4	Brod Courses	£			_		Breakfast		Breakfast		
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		,	35					Augratin Potatoe 6oz	z 160	Rice	40z			250
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Bread 1sl		Tortilla 1 si		Dinner Roll 1 ez	s 110		~						102	8
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•		Fruit or Juice						Cprional		Protein Item		*Optional		
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CYCLE TWO

Attachment 13 RFP #2019-2000-4219

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CYCLE THREE

ALASKA DEPARTMENT OF CORRECTIONS NON PORK SEVEN DAY MENU

ALASKA DEPARTMENT OF CORRECTIONS Non Porkseven Day MENU

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Attachment 13 RFP #2019-2000-4219

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CYCLE FOUR

State of Alaska Food Services Menus

Attachment 13 RFP #2019-2000-4219

AVERAGE DAILY CALORIE

11	MONDAY	TUESDAY	M	WEDNESDAY	V9Crail HF				
Scrambled eggs 4oz	360 F-10 Hard Bolted eggs 2ea	180 F.4 Small TVD Detta 5.	1000	•	Breakfast	FRIDAY	SATURDAY		
Denotion	Breakfast potatoe: 4oz	6 Eoos Crok's Choir	200 1-91	Grawy	240 L-30 Scrambled edgs				
an university portationed 402	90 Q-46 Toest 1 g	Toast		bisquit 1 ec	152 D-1 Breakfast potatoes	SO O AS BIALD	240 1~30	302	200 1.91
	Com Flakes 10z	98 Breakfact mysteres	- AU	floes	90 Q-46 Hot Cereal-Datmer 1 N		152 D-1	402	360 E-10
MHK 802	110 Frash Orange tea	8	94-D 027	Rice Crispies 1oz	98 Tuest	4	90 Q-46	407	
e Reddie	dia	3F CHERTER	105 円-1	Canned Fruit 4oz	60 Orange Bernson Pro	au Ioasty Oats	1oz 98 Hot Cereal-Rine	17	
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		10		5	3	96 Lettuce/Tomato	12-01-004		'n
	Mayo 1 ec	10			157 M-34 Joe-Joe Potatoes 4oz	236 0-50 Manuficetable	2 1	8oz 11	2
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	ŝ);				Leaf Lettuce 1 es		150		
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Brown Gravy 2oz		LETUC SHORD IOIU	350 1-69	TVP Stew Over Env			Dinnar		
Rice 5oz	E.S. Vonda Gunu		162 E-5		TUIN CHOW MEN	Ľ.	180 F.4	1	
	Green Dane	33 C-18 Mixed Vegelables 4oz	53 QG-3 Braccoli		Streament Rice	162 E-5 TVP Sauce	1961-38	502 45	485 L-35
Tossed Salard	. •				20 KG-9 CETOIS 4 02	28 QG-3 Green Beans	¢.		
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urape Beverage 8oz	112 Punch Beverage Boz		200	Uatmeal Cookie 1 ee	y Ranana		06	·	108 0-14
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ALASKA DEPARTMENT OF CORRECTIONS VEGETARIAN SEVEN DAY MENU

CYCLE ONE

Attachment 13 RFP #2019-2000-4219

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CYCLE TWO

ALASKA DEPARTIMENT OF CORRECTIONS VEGETARIAN SEVEN DAY MENU

Attachment 13 RFP #2019-2000-4219

AVERAGE DALLY CALORIE

MENU SUBJECT TO CHANGE WITHOUT NOTICE

NOTE- VEGETABLE AND STARCH PORTIONS ARE FLUID OZS.

Cheese Eggs

DATE

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CYCLE THREE

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Attachment 13 RFP #2019-2000-4219

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CYCLE FOUR

ALASKA DEPARTMENT OF CORRECTIONS VEGETARIAN SEVEN DAY MENU

DATE

Program Description

The **Transformational Living Community (TLC)** is an intensive 12-18 month faithbased residential therapeutic program within the prison setting focusing on the issues of addiction and life controlling problems that led to criminal behavior. Prisoners volunteer to be admitted and may volunteer to leave at any time. The residents live together in a very positive, supportive, community environment and are expected to embrace high levels of personal accountability, responsibility, and commitment to change.

The Department of Corrections Chaplaincy currently operates two TLC programs at two facilities in Alaska. The TLC programs in Alaska are funded entirely by private donations. Staffing and equipment (i.e. computers, audiovisual) for the program in our contract facility is funded through the contract with Alaska DOC, the program curriculum materials are funded entirely by private and/or inmate donations and the mentors are all volunteers from the local community.

The TLC is a multi-phase program and is extremely peer driven. The areas of focus that are dealt with in the lives of the residents have to do with life-controlling problems such as sexual addiction, anger, substance abuse, criminal mentality, coping with incarceration, relationships, inner healing issues, moral and character development and preparation for release. These issues are dealt with from a spiritual/faith-based, cognitive, and behavior modification therapeutic intervention through classes, seminars, community peer groups, and mentoring, as well as the individual counseling that the residents receive.

The foundation of the program is built on ten core values. Every aspect of the program is designed to help the residents embrace and internalize truth, and to make the kind of changes that are necessary so that when they come back into the community they will be a person much better equipped for return to society.

The TLC program has a strong community-based mentoring program which occurs each Monday night. The residents are assigned to a mentor from a church in the community. The mentors all come to the prison each Monday night as a group and meet with their assigned mentor in the living unit. The mentor's role is to provide encouragement, accountability and role modeling during incarceration and upon the offender's release back to the community. The intent is that the relationship which is developed will become a relational-based care-net from incarceration back into the community.

Residents who successfully complete the program receive significant aftercare assistance when they return back to their community including job search and/or vocational training, transportation, clothing, emergency and transitional housing, social services assistance, finding a church community to be connected to, and an accountability support team.

The Mission

The TLC program is designed to provide a new alternative to traditional types of correctional rehabilitation programs in which the spiritual dimension of an offender's life becomes the primary gateway to habilitation. The mission has been to establish a faith-based residential program within the correctional setting that provides a healthy, positive, and spiritually-centered, community-learning environment, conducive to facilitating positive, lasting change in the lives of the residents.

The Goal

Utilizing the following Faith-Based Restorative Model, the goal is to facilitate transformational change in the lives of the residents, from antisocial, destructive, and dysfunctional behaviors and criminal lifestyles to lives that are healthy spiritually, emotionally, physically, and socially so that they may learn to live prosocial, law abiding, productive lives when they are returned to the community.

Faith-Based Restorative Model

Eight Core Focus Areas of Spiritual Habilitation

Spirituality and Faith

Focus Area: Finding the meaning and purpose of life, developing a relationship with God, and dealing with the plight of human despair and suffering from a redemptive perspective.

Intervention Goal: Through the discovery and formation of their spiritual life and faith, help residents find purpose in life, authentic relationship with God, and the power and resources to bring about spiritual growth and change.

Moral and Character Development

Focus Area: Moral, character, and values deficits in offenders' lives.

Intervention Goal: Help residents develop healthy moral standards, character qualities, and values for rebuilding their lives.

Emotional and Psycho-Spiritual Issues

Focus Area: Guilt, shame, grief, fear and anxiety, sexual abuse, damaged emotions, unhealthy self worth, depression, unforgiveness and bitterness, and other inner healing issues.

Intervention Goal: Help residents overcome the dysfunction, pain, and emotional/ psychological problems that interfere with their healthy functioning and growth. They are

State of Alaska	Transitional Living Community Program	Attachment 14
Adult Prison Facility		RFP #2019-2000-4219

brought to an awareness and understanding as to the nature and depth of their emotional/spiritual based issues. Through the development of their relationship with God, His empowerment in their lives, and the application of scriptural truth and principles they can begin a process of experiencing healing and wholeness.

Relationship Issues

Focus Area: Relationships with family members and significant others will be a point of focus, including issues pertaining to parenting, fatherhood, marriage, divorce recovery, codependency, and domestic violence. Relationships with other Transformational Community members and staff will also be an object of focus.

Intervention goal: To help residents discover new skills and principles for developing healthy relationships, effective communication and family reunification where possible and to discover how God can bring healing, reconciliation, and restoration.

Life Controlling Problems

Focus Area: Substance abuse and addiction, sexual addiction, codependency, anger, continual patterns of failure and relapse.

Intervention Goal: Assist residents in understanding the debilitating consequences of addiction and other life controlling problems, how to deal with the roots of addiction and not just the symptoms, and discover the absolute necessity of God's intervening power in one's life in order to bring about total and lasting freedom. Residents will discover the spiritual roots and core issues behind addiction; the spiritual and scriptural path of breaking addictions; and how to appropriate God's intervention and empowerment in their lives to overcome life-controlling problems.

Classes and seminars will be offered with a spiritual-based emphasis on the subjects of anger management, substance abuse, and sexual addiction.

Criminal Mindset

Focus Area: Denial, defense mechanisms, personal responsibility, and accountability in residents' lives.

Intervention Goal: To expose the deception and denial residents maintain in order to mask their personal responsibility relative to the criminal thinking and behaviors in which they have been engaged. Teach residents that as a prerequisite for genuine growth and change, they must learn to be fully accountable and responsible for their attitudes, choices, and behaviors in life and to be brutally honest with themselves, God, and others. Through Biblical repentance they will learn to become genuinely remorseful and empathetic; seek forgiveness from those they have hurt and offended; and make reparation when appropriate.

Coping with Incarceration

Focus Area: The deprivations and harsh realities of incarceration including separation issues, loss of freedom, authority issues, violence, self-contempt, shame, and self-control.

Intervention goal: Help residents to deal with the difficulties and tensions of incarceration and to embark on a spiritual journey in which they can discover God's resources to empower them to cope effectively and to utilize the prison time redemptively to grow and change.

Social Adjustment

Focus Area: Social adjustment and transition issues related to successful reentry into the community.

Intervention Goal: To help residents experience significant positive change while incarcerated and to provide essential pre-release assistance and effective, supportive aftercare services during reentry back into the community in order to sustain a successful transition and sever the cycle of recidivism.

Staffing

Due to the intensive nature of the program and the difficult behaviors of offenders, adequate staffing is required. Capacity of living units should be not less than 40 prisoners and not more than 60. A 40 to 60-bed living unit requires no less than 2 full-time staff including a program director and a primary counselor. The Alaska DOC Chaplaincy Services Administrator provides program oversight. To augment the work of staff, trained volunteers are needed to help in a variety of ways including teaching classes, facilitating groups, provide spiritual counseling, and serving as mentors.

Other program costs

Costs of educational program materials related to the many classes that are taught are also a significant factor. Our experience with the program in our contract facility is that many of the residents make donations to Alaska Correctional Ministries, Inc. which helps to purchase the program materials. However, this may not cover all the costs. Donations from the local faith community could provide some assistance. Additionally, staff will need computers, several paid inmate assistants, and audiovisual equipment.

Staff Training

The best training for staff would be for the contractor to send program staff to Alaska for a week of intensive training. The Alaska DOC Chaplaincy Coordinator will be available to provide on-going oversight and consultation.

Faith-Based Restorative Model:

Eight Core Focus Areas of Spiritual Habilitation

The diagram below illustrates the eight core areas which are focused on within the Transformational Living Community Model. Spirituality and Faith are at the center and provide the foundation for the entire model.

