

STATE OF ALASKA REQUEST FOR PROPOSALS



RADIOLOGIC TECHNOLOGIST SERVICE

Anchorage & Wasilla, Alaska

RFP# 200000029

ISSUED: OCTOBER 23, 2019

ISSUED BY:

DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

TABLE OF CONTENTS

SECTION 1.	INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01	PURPOSE OF THE RFP	4
SEC. 1.02	BUDGET	4
SEC. 1.03	DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04	PRIOR EXPERIENCE.....	4
SEC. 1.05	REQUIRED REVIEW.....	4
SEC. 1.06	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	5
SEC. 1.07	RETURN INSTRUCTIONS.....	5
SEC. 1.08	PROPOSAL CONTENTS	5
SEC. 1.09	ASSISTANCE TO OFFERORS WITH A DISABILITY	7
SEC. 1.10	AMENDMENTS TO PROPOSALS.....	7
SEC. 1.11	AMENDMENTS TO THE RFP	7
SEC. 1.12	RFP SCHEDULE.....	7
SEC. 1.13	PRE-PROPOSAL CONFERENCE.....	7
SEC. 1.14	ALTERNATE PROPOSALS.....	7
SEC. 1.15	NEWS RELEASES	8
SECTION 2.	BACKGROUND INFORMATION	9
SEC. 2.01	BACKGROUND INFORMATION	9
SECTION 3.	SCOPE OF WORK & CONTRACT INFORMATION	10
SEC. 3.01	SCOPE OF WORK	10
SEC. 3.02	CONTRACT TERM AND WORK SCHEDULE	10
SEC. 3.03	DELIVERABLES.....	11
SEC. 3.04	CONTRACT TYPE	13
SEC. 3.05	PROPOSED PAYMENT PROCEDURES	13
SEC. 3.06	PROMPT PAYMENT FOR STATE PURCHASES.....	13
SEC. 3.07	CONTRACT PAYMENT	13
SEC. 3.08	LOCATION OF WORK	14
SEC. 3.09	THIRD-PARTY SERVICE PROVIDERS.....	14
SEC. 3.10	SUBCONTRACTORS.....	14
SEC. 3.11	JOINT VENTURES	14
SEC. 3.12	RIGHT TO INSPECT PLACE OF BUSINESS.....	15
SEC. 3.13	F.O.B. POINT	15
SEC. 3.14	CONTRACT PERSONNEL.....	15
SEC. 3.15	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	15
SEC. 3.16	LIQUIDATED DAMAGES	15
SEC. 3.17	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	15
SEC. 3.18	NONDISCLOSURE AND CONFIDENTIALITY.....	15
SEC. 3.19	INSURANCE REQUIREMENTS	16
SEC. 3.20	TERMINATION FOR DEFAULT.....	17
SECTION 4.	PROPOSAL FORMAT AND CONTENT	18
SEC. 4.01	PROPOSAL FORMAT AND CONTENT	18
SEC. 4.02	INTRODUCTION	18
SEC. 4.03	UNDERSTANDING OF THE PROJECT	18
SEC. 4.04	METHODOLOGY USED FOR THE PROJECT	18
SEC. 4.05	MANAGEMENT PLAN FOR THE PROJECT.....	20
SEC. 4.06	EXPERIENCE AND QUALIFICATIONS.....	20
SEC. 4.07	COST PROPOSAL.....	21
SEC. 4.08	EVALUATION CRITERIA.....	21
SECTION 5.	EVALUATION CRITERIA AND CONTRACTOR SELECTION	22

SEC. 5.01	UNDERSTANDING OF THE PROJECT (5%)	22
SEC. 5.02	METHODOLOGY USED FOR THE PROJECT (5%)	22
SEC. 5.03	MANAGEMENT PLAN FOR THE PROJECT (5%).....	22
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS (5%).....	22
SEC. 5.05	CONTRACT COST (40 – 75%).....	22
SEC. 5.06	ALASKA OFFEROR PREFERENCE (10%)	22
SECTION 6.	GENERAL PROCESS INFORMATION	22
SEC. 6.01	INFORMAL DEBRIEFING	24
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	24
SEC. 6.03	SITE INSPECTION.....	24
SEC. 6.04	CLARIFICATION OF OFFERS	25
SEC. 6.05	DISCUSSIONS WITH OFFERORS	25
SEC. 6.06	EVALUATION OF PROPOSALS.....	25
SEC. 6.07	CONTRACT NEGOTIATION.....	25
SEC. 6.08	FAILURE TO NEGOTIATE	25
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION	26
SEC. 6.10	PROTEST	26
SEC. 6.11	APPLICATION OF PREFERENCES	27
SEC. 6.12	ALASKA BIDDER PREFERENCE.....	27
SEC. 6.13	ALASKA VETERAN PREFERENCE	28
SEC. 6.14	ALASKA OFFEROR PREFERENCE	28
SEC. 6.15	FORMULA USED TO CONVERT COST TO POINTS	28
SEC. 6.16	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES	28
SECTION 7.	GENERAL LEGAL INFORMATION	30
SEC. 7.01	STANDARD CONTRACT PROVISIONS	30
SEC. 7.02	PROPOSAL AS A PART OF THE CONTRACT	30
SEC. 7.03	ADDITIONAL TERMS AND CONDITIONS	30
SEC. 7.04	HUMAN TRAFFICKING.....	30
SEC. 7.05	RIGHT OF REJECTION	30
SEC. 7.06	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	31
SEC. 7.07	DISCLOSURE OF PROPOSAL CONTENTS	31
SEC. 7.08	ASSIGNMENT	31
SEC. 7.09	DISPUTES	31
SEC. 7.10	SEVERABILITY	31
SEC. 7.11	SUPPLEMENTAL TERMS AND CONDITIONS.....	31
SEC. 7.12	CONTRACT INVALIDATION	32
SEC. 7.13	SOLICITATION ADVERTISING	32
SEC. 7.14	FEDERALLY IMPOSED TARIFFS.....	32
SECTION 8.	ATTACHMENTS.....	33
SEC. 8.01	ATTACHMENTS.....	33
ATTACHMENT 1: PROPOSAL EVALUATION FORM		ERROR! BOOKMARK NOT DEFINED.

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections, Division of Administrative Services is soliciting proposals for the services of a qualified x-ray technician to provide diagnostic x-rays in support of the care of ambulatory patients housed at the Goose Creek Correctional Center, Wasilla Alaska. **(This solicitation does not include the services of a radiologist.)**

A MORE DETAILED DESCRIPTION IS IN THE SCOPE OF WORK IS PROVIDED IN SECTION 3.

SEC. 1.02 BUDGET

Funds are limited for this service, negotiations may be necessary if proposals exceed funding. Approval or continuation of a contract resulting from this solicitation is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2PM** prevailing Alaska Time on **NOVEMBER 13, 2019**. Faxed or emailed proposals are acceptable but **not** encouraged. Oral proposals are **not** acceptable.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

For offers to be considered responsive offerors must meet these minimum prior experience requirements:

- Have a minimum of one-year experience or have met all education requirements – i.e. completing full major requirements for RADT from any accredited university or college and/or as approved by the DOC.
- Be registered with the American Registry of Radiologic Technologists (ARRT) or ASRT or able to obtain registration before start of a contract.
- Experience using or familiar with digital radiological equipment and computers.
- Must be able to pass a background security check provided for by the DOC at no charge.

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

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: **GARY BAILEY** – PHONE **907-269-7344** - FAX **907-269-7345** - TDD **907-269-7349**

SEC. 1.07 RETURN INSTRUCTIONS

If you are submitting a response through IRIS Vendor Self-Service (VSS), you may ignore the following return instructions.

Offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

*Department of Corrections
Anchorage Procurement Section
Attention: Gary Bailey
RFP # 200000029, X-Ray Services - GCCC
550 W. 7th Ave, Suite 1800
Anchorage, AK 99501-3569*

If submitting a faxed proposal, it is the offeror's responsibility to contact the issuing agency at **907-269-7344** to make arrangements prior to faxing the proposal and to confirm that the proposal has been received.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **GARY.BAILEY@ALASKA.GOV** as a separate clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at **907-269-7344** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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

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

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

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

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

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

(f) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

Bid Bond

Not Applicable to this RFP.

Performance Bond

Not Applicable to this RFP.

Surety Deposit

Not Applicable to this RFP.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO PROPOSALS

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

SEC. 1.11 AMENDMENTS TO THE RFP

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

SEC. 1.12 RFP SCHEDULE

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

- Issue RFP **OCTOBER 23, 2019**
- Deadline for Receipt of Proposals **NOVEMBER 13, 2019,**
- Proposal Evaluation Committee complete evaluation by **NOVEMBER 27, 2019,**
- State of Alaska issues Notice of Intent to Award a Contract **DECEMBER 4, 2019,**
- State of Alaska issues contract **DECEMBER 16, 2019,**
- Contract starts **JANUARY 1, 2020.**

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

SEC. 1.13 PRE-PROPOSAL CONFERENCE

None Scheduled.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

SEC. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Health Care Mission – The mission of the State of Alaska, Department of Corrections Health Care & Rehabilitation Services (HRS) is to: Provide those health care services necessary to prevent or alleviate pain and suffering; provide those services that the potential for harm to the prisoner by reason of delay or denial would be substantial; assure that any treatment or procedure provided is of medical necessity and not simply desirable; assure that denials or delays are not deliberately indifferent to serious medical needs; and take corrective action when long-term ill effect can be prevented; provide those procedures, treatment and prosthetic devices essential to the inmate's level of functioning and rehabilitation.

The Goose Creek Correctional Center (GCCC) facility has an operating capacity of 1500 inmates.

Anchorage Correctional Complex, Anchorage:

ACC East (formerly known as Anchorage Jail): opened in April 2002 and has an operating capacity of 388 male and female prisoners. The population includes male misdemeanants in pretrial and sentenced status, and female misdemeanants and felons in pretrial and sentenced status.

ACC West (formerly known as Cook Inlet Pretrial Facility): opened in 1983 and has an operating capacity of 397 male pretrial and sentenced felons.

The Department may transport inmates from other locations to either Correctional Center to receive services under this contract.

The successful offeror will also be required to provide services to Federal inmates in State custody as needed or requested.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The State of Alaska, Department of Correction's is soliciting proposals for the services of an x-ray technician to provide diagnostic x-rays in support of the ambulatory patients incarcerated at both the Goose Creek Correctional Center in Wasilla and the Anchorage Correctional Complex in Anchorage, Alaska. The successful offeror will provide essential and requested x-ray services within the institution, using State-owned equipment and supplies. Typical types of x-rays required but not limited to include abdominal, chest, facial, spinal, and extremities. Contrast studies will normally be accomplished outside the facility. (This solicitation does not include the services of a radiologist.)

Work Requirements

- [a] Standards and Tasks – The DOC has adopted policies and procedures for the health care of prisoners in adult correctional facilities. The successful offeror will provide services within these policies and procedures. The successful offeror shall assure that these standards, and the standards of the American Registry of Radiologic Technologists (ARRT), are met in providing services under the contract resulting from this solicitation.
- [b] Staff Requirements/Contractor - The successful offeror must provide adequate staff, including a qualified x-ray technician(s) and any associated workforce, necessary to accomplish the services requested herein. In order for their proposals to be considered responsive, offeror's must meet the minimum professional qualifications listed in Section 2.08 of this RFP.
- [c] Equipment and Supplies – The State of Alaska will provide all necessary and appropriate equipment, supplies, and tools considered essential for the delivery of professional quality diagnostic radiographs. DOC will arrange for all maintenance, servicing, and calibration of the State's equipment. i.e. - x-ray machine, x-ray cassettes, lead apron, gloves, body caliper, auto ID printer cards, and all other necessary supplies. This is a digital X-Ray system and includes a Konica Digital X-Ray Imaging Processor Workstation.
 - The x-ray equipment installed at the Anchorage Jail includes a complete Quantum Medical X-Ray Suite – with ultra-high frequency single phase generator; 3" x-ray tube; floor mounted tube stand; float top, non-elevating table; 17x17" bucky.
 - The successful offeror will be required to notify designated institutional staff when supplies need to be replenished so the re-order process is expedited.
- [d] Forms, Reports, Billings –

All x-ray service requests will be forwarded to the contractor on the EHR form. A copy of this form must accompany all billings for services submitted to the Department for payment by the successful offeror.

Additionally, the successful offeror may be required to submit itemized monthly activity reports to include information on the times, activities, and accomplishments of services provided under the contract. This can be a part of the billing for services.
- [e] Miscellaneous Requirements – The successful offeror will:
 - Maintain a close working relationship with those ultimately responsible for inmate health care, i.e., the facility superintendent, Institutional Health Care Officer (IHCO) the Health Care

Operations Officer and the Medical Director.

- Comply with all standing institution security requirements, procedures and other protocols relating to the provision of services required by this solicitation. Maintain compliance with DOC health care policies as they pertain to the services requested herein.
- Attend a security and medical operations orientation if applicable. This orientation should be completed prior to the contract employee assuming their first normal duty shift. Schedule will be mutually agreed upon by all parties.
- Provide technical testimony for court cases when requested. Provide for participation in all necessary and requested legal discussions resulting from lawsuits and/or grievances affecting the State and contractor concerning issues arising from the contract staff's actions or activities in the institution and while otherwise accomplishing services under the contract. This will include all essential hearings, lawyer briefs, and courtroom time as determined and approved by the Medical Director, or designee.
- Contractor will be required to use the department electronic health care records system and other programs as required.

Blood Borne Pathogens Requirement:

Offeror's will be required to comply with all current blood borne pathogens standards and regulations. Refer to 29 CFR 1910.1030 and AS 18.60.890, Alaska Division of Labor Standards, Alaska Occupational Safety and Health (AKOSH) and DOC P&P 202.03.

[f] Digital X-Rays

- All diagnostic x-rays taken under the terms of the resulting contract are the property of the State of Alaska and are considered a part of the inmate's health care record. Successful offeror may be required to copy images to a Compact Disk (CD) if requested. CD's will be provided by the DOC.
- All x-rays are digitally transferred to the radiologist via the DOC PACS system.
- Contractor will be required to individually label each series of x-rays taken before sending to the PAC system and forwarded for reading. The PAC system will automatically forward all images to the radiologist for reading.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

Goose Creek Correctional Center (GCCC)

The contractor will provide and arrange for scheduled visits to the Goose Creek Correctional Center, (GCCC). Services are required 52 weeks per year for approximately 3-5 hours per week, for a total not to exceed 260 hours annually. The schedule to be at the institution to provide services is on a weekly basis, unless notified in advance by institutional personnel that service provision is not necessary for the regularly scheduled visit.

The preferred schedule will be mutually agreed upon by both parties after award. Payment for a minimum of two hours will be billable per scheduled visit. If additional time is required beyond two hours, it will be billed in quarter-hour increments. The finalized schedule is subject to approval by the Superintendent, Institution Health Care Officer, and Chief Medical Officer.

- Typically, the technician will see up to 24 inmates per schedule visit. However, this is not a guaranteed amount.
- If the DOC has no need for the contractor to report for a regularly scheduled weekly visit, DOC medical staff will provide a minimum of 4 hours' notice to the contractor that services are not needed that week. (If DOC provides a minimum of 4 hours' notice to the contractor that they have cancelled the regular weekly visit, the 2-hour minimum billing will not apply.)
- Offerors are requested to indicate in the proposal their availability to respond to any additional requests for services on an as-needed basis.
- The successful offeror will be expected to meet all its own relief requirements and provide for relief coverage for annual leave, illness, or other emergency/short notice situations and absences.
- If the regular scheduled visit falls on a State observed holiday, provision of service may be moved to an alternate day upon prior arrangements with the institutional medical staff.
- The DOC will provide administrative support to include assistance in assuring that the prisoners needing x-rays are present at the scheduled time.

Anchorage Correctional Complex - East (ACC-E)

The contractor will provide and arrange for scheduled visits to the Anchorage Correctional Complex. Services are required 52 weeks per year for approximately 3-5 hours per week for a total not to exceed 260 hours annually. Offeror's must be able to perform services at the institution on one of the following days Monday, Tuesday, or on Thursday, Friday between 9:00 AM & Noon (Monday is preferred) however services may go beyond this time frame which will be allowed until all x-rays have been completed or as required by the institution. No services will be allowed on Wednesday's, weekends or holidays. Services will be provided on a weekly basis, unless notified in advance by institutional personnel that service provisions are not necessary for the regularly scheduled visit.

The successful offeror will be required to coordinate and schedule their visit/s to the institution with the medical staff or designees and will be mutually agreed upon. If additional time is required beyond the minimum two hours to complete imaging, it will be billed in quarter-hour increments. The finalized schedule is subject to approval by the Medical Director or their designee. Contractor will be paid at a two hour minimum for services. Time after the 2 hours will be billed by the quarter hour.

- Typically, the technician will see approximately 5-10 inmates per schedule visit, however this is not a guarantee for each visit, and numbers could be slightly higher or lower each visit.
- If the DOC has no need for the contractor to report for a regularly scheduled weekly visit, DOC medical staff will provide a minimum of 4 hours' notice to the contractor that services are not needed that day. (If DOC provides a minimum of 4 hours' notice to the contractor that they have cancelled the regular weekly visit, the 2-hour minimum billing will not apply.)
- Offerors are required to indicate in the proposal their availability to respond to any additional requests for services on an as-needed basis.
- The successful offeror will be required to meet all its own relief requirements and provide for relief coverage for absences of **7 days or more.**
- The successful offeror will be required to provide a minimum of 2 weeks' notice for all scheduled

vacations or absences other than emergencies. Notification shall be provided to the facility medical staff, the DOC Administrative Officer and the DOC Procurement Staff. Names and contact information will be provided to the successful offeror.

- If the regular scheduled visit falls on a State observed holiday, provision of service may be changed to an alternate day upon prior arrangements with the institutional medical staff. It is the contractor's responsibility to ensure prior arrangements are made within two weeks prior to the week day holiday. (See attachment 11 for list of State/Federal holidays.)
- The DOC will provide administrative support to include assistance in assuring that the prisoners needing x-rays are present at the scheduled time.

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

SEC. 3.03 DELIVERABLES

Not applicable to this RFP.

SEC. 3.04 CONTRACT TYPE

This contract is a FIRM FIXED price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice. No payment will be made until the invoice has been approved by the project director. All billings must be submitted timely and reference the RFP and contract number.

NOTE:

FEDERAL INMATES - Services provided for Federal Inmates will be billed separately and directly to the Federal Government. Department of Corrections will not pay for federal inmate services unless agreed upon by both parties (DOC and Contractor) and in writing. Contractor may be allowed to deduct an agreed upon amount of time allowed if approved by the DOC and in writing.

If the contractor bills DOC for a federal inmate DOC will request the contractor to deduct the time billed and bill the federal government, unless it would be less than the allowed minimum hours. The amount deducted will be agreed upon by both parties and confirmed in writing.

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

Not applicable to this RFP.

SEC. 3.07 CONTRACT PAYMENT

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

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

SEC. 3.08 LOCATION OF WORK

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

The state **WILL** provide workspace and state-owned equipment for the contractor.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for **ONE** person(s) to each **LOCATION**. Travel to other locations will not be required, however the state reserves the right to increase services at other local facilities as needed and mutually agreed upon by both parties.

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

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

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

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

SEC. 3.09 THIRD-PARTY SERVICE PROVIDERS

NO THIRD-PARTY PROVIDERS ALLOWED.

SEC. 3.10 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract, however all sub-contractors **MUST** be approved by the program manager. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience **SHALL** be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

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:

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

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

SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.13 F.O.B. POINT

Not applicable to this RFP.

SEC. 3.14 CONTRACT PERSONNEL

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

SEC. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.16 LIQUIDATED DAMAGES

Not applicable to this RFP.

SEC. 3.17 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.18 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow

dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

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

SEC. 3.19 INSURANCE REQUIREMENTS

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

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

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

SEC. 3.20 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

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

To facilitate review of the proposals on an equitable basis, a maximum of 50 pages (12 point type and 8.5 x 11" 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.

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

- (1) Table of Contents
- (2) Introduction
 - Offeror Information and Assurance Form
 - Licensing Requirements
 - Conflict of Interest Statement
- (3) Technical Proposal
 - Understanding of Work and Plan for Service
 - Experience and Qualifications
 - Budget Narrative
- (4) Cost Proposal
- (5) Alaska Offeror's Preference

SEC. 4.02 INTRODUCTION

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

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

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

[a] Understanding of Work to be Performed and Plan for Service

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

Additionally, offeror's must provide a comprehensive narrative statement that sets out their plan for providing the services and illustrates how their plan will serve to accomplish the work addressed in Section Five of this RFP.

This section 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. The offeror is encouraged to identify problems with providing services or in meeting the terms of the RFP and offering solutions to the problems.

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.

[b] Experience, Qualifications, and Organizational Structure

Agency's Experience Providing Services – The offeror must indicate prior experience in administering the services required under this RFP, or similar services, including any experience in providing services within correctional environments and/or to correctional clientele. At a minimum, offeror's should address the following in their submitted proposals:

- Organization of the agency (organization chart);
- History of the agency;
- Include a description of similar services provided and dates;
- List of contracts or agreements to include the names of the contracting agencies;
- Include reference names and phone numbers that can provide confirmation of services rendered.
- Indicate the number of and levels of nursing staff currently used by your agency that may be utilized under a contract resulting from this RFP.

Staff:

- A current resume of education, training and experience and current licenses for each individual working as an X-Ray Technician will be required prior to using the individual under the contract.

If the offeror proposes to utilize a subcontractor for the provision of services, a letter of commitment and current resume/vitae from each proposed subcontractor must also be submitted upon request. (See paragraph 1.15 for more information on subcontracting.)

Governing Policies – if applicable, include a copy.

Litigation History – Each proposal shall include a statement indicating whether the firm or any individuals working under the contract has litigation history as follows: Offers must include a summary of all litigation (including bankruptcy cases) associated with providing the same services, or services similar to those required in this RFP. Include past five years and present litigation in which the offeror (and any person in this offeror's current administration who will be responsible for the administration or operations related to providing these services) has been named a party, including state jurisdiction, case number, and final disposition. Litigation of

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

[c] **Budget Narrative**

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

Personnel – The rates per hour proposed should include all direct and indirect costs (except as noted below with regard to non-local travel expenses) associated with performance of the services required in this RFP. Direct cost is the cost of the individual's time providing the direct service that includes, but is not limited to, personnel costs (wages, payroll taxes) and fringe benefits. Indirect costs associated with the performance of this contract include but may not be limited to insurance (to include malpractice), supplies, overhead, local travel, etc. The amount of time billable under a resulting contract will be for actual direct services provided. The contract staff travel time to and from residence or contracting agency is not considered direct services and will not be billable.

Travel Expenses – Proposed compensation for travel should be clearly stated in the budget narrative. Vendors are to separate "local" and "non-local" travel expenses in their price proposals. Qualifying travel-related expenses will be reimbursed by the State per policy outlined in Attachment 10 of this RFP.

Local: NO TRAVEL REIMBURSEMENT FOR LOCAL TRAVEL (Less than 50 miles one-way)

- **Non-Local:** For purposes of reimbursement, non-local travel is defined as required travel for work exceeding 50 miles one-way.

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

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

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

- title,
- resume,
- location(s) where work will be performed,

- itemize the total cost and the number of estimated hours for each individual named above.

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

SEC. 4.07 COST PROPOSAL

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

SEC. 4.08 EVALUATION CRITERIA

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

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

**(SAMPLE QUESTIONS ONLY) SEE ATTACHMENT 12
FOR ACUTUAL EVALUATION QUESTIONS**

SEC. 5.01 UNDERSTANDING OF THE PROJECT (5%)

Proposals will be evaluated against the questions set out below:

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

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

Proposals will be evaluated against the questions set out below:

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

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

Proposals will be evaluated against the questions set out below:

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

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (5%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

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

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

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

SEC. 5.05 CONTRACT COST (40 – 75%)

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

Converting Cost to Points

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

SEC. 5.06 ALASKA OFFEROR PREFERENCE (10%)

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

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03. SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

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

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or

- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 6.11 APPLICATION OF PREFERENCES

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

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

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

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

Sec. 6.12 ALASKA BIDDER PREFERENCE

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

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

Alaska Bidder Preference Statement

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

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

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

Alaska Veteran Preference Statement

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

SEC. 6.14 ALASKA OFFEROR PREFERENCE

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

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

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

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

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

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

STEP 2

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

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

STEP 3

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

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

STEP 4

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

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

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.04 HUMAN TRAFFICKING

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

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

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

SEC. 7.05 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or

- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 7.08 ASSIGNMENT

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

SEC. 7.09 DISPUTES

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

SEC. 7.10 SEVERABILITY

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

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.05 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 7.12 CONTRACT INVALIDATION

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

SEC. 7.13 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated Federal Tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

1. Cost Proposal Form
2. Checklist
3. Acknowledgment Form
4. Offeror Information and Assurance Form
5. Standard Agreement (example)
 - 5.1 Standard Agreement Form
 - 5.2 Appendix A
 - 5.3 Appendix B2
6. Certification of Entitlement to the Alaska Bidder Preference
7. Security Clearance Form (example)
8. Department Policies & Procedures 202.01, 202.15
9. Travel Expense Information
10. Sample Invoice Billing Format
11. Holiday Schedule
12. Sample Proposal Evaluation Form

COST PROPOSAL FORM

Radiologic Technologist Services RFP #200000029

Offerors must use this form (or an equivalent format) to enter data that will be utilized to determine the proposed cost for provision of services. Costs proposed are based on annual requirements.

Proposals are due by: **2:00 PM on November 13, 2019.**

<u>Radiologic Technician Services</u>			
Wasilla & Anchorage			
SERVICE COSTS	Rate/Hour	Total Hours/year	Total Cost
Direct and Indirect	\$	520	
Sub Total			
TRAVEL	Number of Miles	Cost per Mile	Total Cost
Goose Creek Correctional		.58/mile	
Anchorage Correctional		.58/mile	
Sub Total			
Total Proposed Cost (for evaluation purposes)			\$

Budget Narrative: (Use separate page if needed.)

Hourly Rate if after normal business hours: \$ _____

(This rate will not be evaluated and is informational and reference only. After hour call outs are extremely rare and may or may not occur during any given contract period.)

PROPOSAL RESPONSIVENESS CHECKLIST

Radiologic Technologist Services RFP # 200000029

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

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

Description	Checklist
Proposal received by 2:00 p.m. on November 13, 2019 in the office of the procurement officer	
Proposal includes original & 4 Copies	
Table of Contents	
Offeror Information & Assurance Form – signed & notarized	
Evidence of Alaska Business License	
Conflict of Interest Statement	
Statement of Understanding & Plan for Service	
Experience & Qualifications	
Proposed Cost Form	
Alaska Bidder Preference Certification (<i>if applicable</i>)	

RFP RECEIPT ACKNOWLEDGMENT FORM

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

Radiologic Technologist Services

RFP # 200000029

ISSUED

October 23, 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

OFFEROR INFORMATION AND ASSURANCE FORM

Request for Proposals # **200000029**
Department of Corrections

Title: Radiologic Technologist Services
Location of Project: Anchorage & Wasilla, AK
Contract Projected to Begin: January 1, 2020
Contract Projected to End: December 31, 2022

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

B. Offeror's Address: _____

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

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

D. Alaska Business License Number: _____

E. Internal Revenue or Social Security Number: _____

F. Professional Registration Number (if applicable): _____

G. Recipient Contact Person: _____

H. Authorized Representative: _____

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

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

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

Date (Month, Day and Year)

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

NOTARY PUBLIC
My commission expires:

* Proposals must be signed by an individual authorized to bind the offeror to its provisions (see sections 2.01 and 6.02[a]).

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

Attachment 5.1

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	

This contract is between the State of Alaska,

8. Department of	Division	hereafter the State, and
------------------	----------	--------------------------

9. Contractor				
---------------	--	--	--	--

Mailing Address	Street or P.O. Box	City	State	ZIP+4
-----------------	--------------------	------	-------	-------

- 10.
- ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.
- ARTICLE 2. Performance of Service:**
- 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.
 - 2.2 Appendix B sets forth the liability and insurance provisions of this contract.
 - 2.3 Appendix C sets forth the services to be performed by the contractor.
- ARTICLE 3. Period of Performance:** The period of performance for this contract begins _____, and ends _____.
- ARTICLE 4. Considerations:**
- 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix D.
 - 4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
-------------------	------------------------

Mailing Address	Attention:
-----------------	------------

12. CONTRACTOR		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 the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director			
Typed or Printed Name of Project Director			
Title			

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

GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

APPENDIX 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 under AS 21.

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

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

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

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

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

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 from 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
REQUEST FOR CLEARANCE

for
Contractor/Contract Staff Background Checks

Date: _____

Applicant Name: _____

Mailing Address: _____

Purpose of this check: _____

Date of Birth: _____ Social Security # : _____

Alaska driver's license #: _____

Other states applicant has resided in and the dates: _____

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

Clearance requested by (Contractor): _____

Address: _____ Phone: _____

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

Signature of applicant: _____ Date: _____

Contractor's signature: _____ Date: _____

* * * * *

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

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

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

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

Approved by: _____ Date: _____

Contract Oversight Officer/Superintendent,
Division of Institutions

Request Granted: _____ Request Denied: _____

Reason for denial: _____


DOC Staff Signature/Title: _____ Date: _____

**STATE OF ALASKA
DEPARTMENT OF CORRECTIONS
POLICIES AND PROCEDURES**

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

Standards of Conduct, #202.15 (12 pages)
Form 202.15A (1 page)

Copies Attached

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

- I. Authority
In accordance with 22 AAC 05.155, the Department will maintain a manual composed of policies and procedures established by the Commissioner to interpret and implement relevant sections of the Alaska Statutes and 22 AAC.
 - II. References
Alaska Statutes
AS 18.80.200, AS 39.52.010-.960, AS 39.90.010-.150
Alaska Administrative Code
13 AAC 85.230
 - III. Purpose
To establish uniform procedures within the Department for ethical and professional conduct of staff, contractors and volunteers.
 - IV. Application
All staff, contractors and volunteers
 - V. Definitions
 - A. Ethical: Conforming to a standard of what is right and good.
 - B. Professional: Behavior and conduct befitting a person employed in a position of public trust.
 - VI. Policy
Every employee, volunteer and contractor shall abide by the Alaska Police Standards Council Code of Ethics for Correctional, Probation, and Parole Officers.
 - VII. Procedures
 - A. All employees and contractors shall review and sign the Code of Ethical Professional Conduct for Employees (Form 202.01A). Failure to do so may result in disciplinary action.
 - B. A copy of the signed form shall be maintained in the employee's permanent personnel file, or for a contractor, in a file maintained by the Division of Administrative Services for this purpose.
 - C. If employees, supervisors, or managers do not understand any portion of the Code, it is their responsibility to request clarification from their supervisors prior to signing the form.
 - D. Employees, including supervisors and managers, who violate the Code of Ethical Professional Conduct are subject to corrective or disciplinary action.
 - E. All volunteers shall review and sign the Code of Ethical Professional Conduct for Volunteers (Form 202.01B). A copy of the signed form will be retained by the Institutional Volunteer Supervisor.
-

VIII. Implementation

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

10.17.2014

Date

SIGNATURE ON FILE

Joseph D. Schmidt, Commissioner
Department of Corrections

Applicable Forms to this Policy:

202.01A (Code of Ethical Professional Conduct for Employees)

202.01B (Code of Ethical Professional Conduct for Volunteers)

*Original: 1/21/1985 (Code of Ethics and Standards of Conduct)**Revised 4/17/1985**Revised: 4/2/1990**Revised: 7/25/1991**Revised: 4/15/2000 (Code of Ethical Professional Conduct)**Revised: 11/22/2002**Revised 12/3/2007*

DEPARTMENT OF CORRECTIONS
VOLUNTEERS
CODE OF ETHICAL PROFESSIONAL CONDUCT

My fundamental duty is to respect the dignity and individuality of all people, to provide professional and compassionate service, and to be unfailingly honest. I will not discriminate against any person on the basis of race, religion, color, national origin, sex, age, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or any other class protected by law, and will respect and protect the civil and legal rights of all inmates, probationers, and parolees.

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



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

I have read the Code of Ethical Professional Conduct, and have sought and obtained clarification of portions that I did not understand. I recognize that failure to abide by the Code may result in termination from the volunteer program.

Printed Name

Signature

Date

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

POLICY:

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

APPLICATION:

This policy and procedure will apply to all Department employees.

DEFINITIONS:

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

Business Relationships:

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

Conflict Of Interest:

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

SUPERCEDES POLICY DATED:	01/09/08
THIS POLICY NEXT DUE FOR REVIEW ON:	02/15/22

SECTION; Administration		PAGE: Page 2 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards Of Conduct		

Egregious Misconduct:

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

Illegal Behavior:

Behavior that falls outside the law.

Investigations:

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

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

Medical Information:

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

Professional Conduct:

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

Unethical Behavior:

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

PROCEDURES:

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

SUPERCEDES POLICY DATED:	01/09/08
THIS POLICY NEXT DUE FOR REVIEW ON:	02/15/22

SECTION: Administration		PAGE: Page 3 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards Of Conduct		

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

I. General Provisions:

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

SUPERCEDES POLICY DATED:	01/09/08
THIS POLICY NEXT DUE FOR REVIEW ON:	02/15/22

SECTION: Administration		PAGE: Page 4 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards Of Conduct		

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

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

II. Conflicts Of Interest:

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

SUPERCEDES POLICY DATED:	01/09/08
THIS POLICY NEXT DUE FOR REVIEW ON:	02/15/22

SECTION: Administration		PAGE: Page 5 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards Of Conduct		

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

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

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

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

IV. Relationships With Offenders And Family Members Of Offenders:

SUPERCEDES POLICY DATED:	01/09/08
THIS POLICY NEXT DUE FOR REVIEW ON:	02/15/22

SECTION: Administration		PAGE: Page 6 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards Of Conduct		

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

SUPERCEDES POLICY DATED:	01/09/08
THIS POLICY NEXT DUE FOR REVIEW ON:	02/15/22

SECTION: Administration		PAGE: Page 7 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards Of Conduct		

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

V. Illegal or Unethical Behavior:

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

VI. Reports and Investigations:

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

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

SUPERCEDES POLICY DATED:	01/09/08
THIS POLICY NEXT DUE FOR REVIEW ON:	02/15/22

SECTION: Administration		PAGE: Page 8 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards Of Conduct		

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

VII. Medical Information:

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

VIII. Criminal Justice Information:

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

SUPERCEDES POLICY DATED:	01/09/08
THIS POLICY NEXT DUE FOR REVIEW ON:	02/15/22

SECTION: Administration		PAGE: Page 9 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards Of Conduct		

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

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

IX. Public Statements and Disclosure of Information:

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

SUPERCEDES POLICY DATED:	01/09/08
THIS POLICY NEXT DUE FOR REVIEW ON:	02/15/22

SECTION: Administration		PAGE: Page 10 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards Of Conduct		

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

SUPERCEDES POLICY DATED:	01/09/08
THIS POLICY NEXT DUE FOR REVIEW ON:	02/15/22

SECTION: Administration		PAGE: Page 11 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards Of Conduct		

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

X. Clothing and Uniforms:

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

XI. Egregious Misconduct:

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

A. All DOC employees are prohibited from:

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

SUPERCEDES POLICY DATED:	01/09/08
THIS POLICY NEXT DUE FOR REVIEW ON:	02/15/22

SECTION: Administration		PAGE: Page 12 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards Of Conduct		

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

B. Egregious misconduct includes:

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

XII. Responsibilities:

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

SUPERCEDES POLICY DATED:	01/09/08
THIS POLICY NEXT DUE FOR REVIEW ON:	02/15/22

TRAVEL EXPENSE INFORMATION

Travel Expenses: Proposed compensation for travel, if applicable, for the purpose of providing services of this RFP should be clearly stated in the budget narrative and cost proposed. Travel expenses, acceptable to the State for reimbursement to the contractor, will be proposed as follows:

Airfare: No Airfare Reimbursement Allowed.

Lodging: No Lodging Reimbursement Allowed.

Mileage (if applicable): \$0.58 per mile. (*Only if over 50 miles one way.*)
However, this may be negotiable.

Per Diem: No Per Diem Allowed.

Miscellaneous: No Reimbursement for Misc. Charges.

BILLING INVOICE
(SAMPLE FORMAT)
Statement of Health Care Services
Radiologic Technologist Services

To: Department of Corrections
550 W. 7th Ave., Suite 1800
Anchorage, AK 99501-3569

Date: _____

Contractor Name: _____

Mailing Address: _____

FIN/EID/SSN: _____

Vendor Code: _____

Contract No: _____ RFP #200000029 / Contract # _____

Month / Year Billed: _____

Date	Name of Patients *	Type X-Ray	Number of Hours	Rate	Amount	Total
TOTAL DUE:						\$

Contractor Certification _____ Date _____

IHCO Authorization _____ Date _____

Medical Director _____ Date _____

* A copy of the Prisoner Health Care Authorization must be attached to billing for every x-ray taken.

State Holiday Schedule

Eleven (11) State & Federal Holidays

New Year's Day

Martin Luther King Jr's Day

Presidents Day

Seward's Day – Last Monday of March

Memorial Day

Independence Day

Labor Day

Alaska Day – October 18

Veterans' Day

Thanksgiving Day

Christmas Day

PROPOSAL EVALUATION FORM

ATTACHMENT 12

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

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: 200000029

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.

5.01 Understanding of the Project—10 Percent

Maximum Point Value for this Section - 100 Points

1000 Points x 10 Percent = 100 Points

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project? (25)

NOTES:

- 2) Has the offeror demonstrated that they understand the State's time schedule and can they meet it? (25)

NOTES:

- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide? (25)

NOTES:

- 4) Has the offeror provided a table of contents and list of appendices in the Introduction?
(25)

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 Methodology Used for the Project—5 Percent

Maximum Point Value for this Section - 50 Points

1000 Points x 5 Percent = 50 Points

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP? (25)

NOTES:

- 2) How well does the methodology interface with the time schedule in the proposal? (25)

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.02: _____

5.03 Management Plan for the Project—5 Percent

Maximum Point Value for this Section - 50 Points

1000 Points x 5 Percent = 50 Points

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP? (10)

NOTES:

- 2) How well is accountability completely and clearly defined? (10)

NOTES:

- 3) How well does the management plan illustrate the lines of authority and communication? (10)

NOTES:

- 4) Does it appear that offeror can meet the schedule set out in the RFP? (10)

NOTES:

- 5) To what degree is the proposal practical and feasible? (10)

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.03: _____

5.04 Experience and Qualifications—10 Percent

Maximum Point Value for this Section - 100 Points

1000 Points x 10 Percent = 100 Points

Questions regarding the personnel. (If applicable.)

- 1) Does the offeror have experience on similar projects? (20)

NOTES:

- 2) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires? (20)

NOTES:

- 3) How extensive is the applicable education and experience of the personnel designated to work on the project? (20)

NOTES:

Questions regarding the firm.

- 4) Has the firm demonstrated experience in completing similar projects on time and within budget? (20)

NOTES:

- 5) Has the firm provided letters of reference from previous clients? (20)

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.04: _____

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

5.05 Contract Cost — 60 PERCENT

Maximum Point Value for this Section — 600 Points

1000 Points x 60 PERCENT = 600 Points

Overall, a minimum of **60** percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under **SECTION 6.11**.

Converting Cost to Points

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

Total Points for Cost: _____

5.06 Alaska Offeror Preference — 10 Percent

Point Value for this Section — 100 Points

1000 Points x 10 Percent = 100 Points

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

Total Points: _____