

STATE OF ALASKA REQUEST FOR PROPOSALS



NURSE RELIEF SERVICES Statewide

RFP: 200000060

ISSUED 3/05/20

ISSUED BY:

DEPARTMENT OF CORRECTIONS
DIVISION OF HEALTH & REHABILITATION SERVICES

PRIMARY CONTACT:

APRIL AKERS
PROCUREMENT OFFICER
APRIL.AKERS@ALASKA.GOV
(907) 334-0851

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 NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections is soliciting proposals to provide nursing relief services for the purpose of utilizing temporary RNs, LPNs, and CNAs to fill primarily short-term staffing requests on an as needed basis.

The department is seeking to maintain sufficient contract sources to draw from in order to meet continuing needs on a statewide basis and therefore this RFP allows for multiple awards. It is anticipated that three separate contracts shall be awarded if a sufficient number of responsive proposals are submitted.

A more detailed description including scope of work is to be provided in Section 3.

SEC. 1.02 BUDGET

The department has not established a firm budget for this contract. The resulting contractors will draw from a shared funding pool that will not be allocated to one contractor. Funds are limited and negotiations may be necessary depending upon the cost of proposals submitted. Approval for continuation of a contract resulting from this solicitation is contingent upon legislative appropriation.

SEC. 1.03 MULTIPLE AWARDS

The department anticipates up to three separate contracts will be awarded if a sufficient number of responsive proposals are submitted. The department will make award to the offerors with the 3 highest evaluation points. See sections 4 and 5.

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

SEC. 1.04 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Time on **March 27, 2020**. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

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

SEC. 1.05 PRIOR EXPERIENCE

There are no minimum agency qualifications or experience requirements for a vendor offering a proposal under this RFP except that the agency must currently be in the business of providing temporary staffing services.

SEC. 1.06 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should 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 proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.07 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: APRIL AKERS – PHONE 907-334-0851 - Email: april.akers@alaska.gov,

FAX 907-269-7345 - TDD 907-269-7340

SEC. 1.08 RETURN INSTRUCTIONS

Offerors must submit one hard copy of their proposal plus two (2) copies, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

**Department of Corrections
Division of Health & Rehabilitation Services
Attention: Procurement April Akers
Request for Proposal (RFP) Number: 200000060
RFP Title: Nurse Relief Services
550 W. 7TH AVENUE, SUITE 1800
ANCHORAGE, AK 99501**

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

**STATE OF ALASKA, DEPARTMENT OF CORRECTIONS
ATTENTION: APRIL AKERS, PROCUREMENT OFFICER
ANCHORAGE, AK 99501
RFP# 200000060, NURSE RELIEF SERVICES STATEWIDE**

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

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to gary.bailey@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

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

SEC. 1.09 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; and
- G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] 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 procurement officer 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 contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

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

(f) LITIGATION HISTORY

Include a statement indicating whether or not the contractor or any individuals proposed to work on the contract have litigation history as follows. The contractor must include a summary of all litigation associated with providing the same services, or services similar to those required in this RFP. Include past five years and present litigation in which the contractor under current or previous businesses (and any person in this contractor's current administration who shall be responsible for the administration or operations related to providing these services) has been named a party. Include state jurisdiction, case number, and final disposition. Litigation of personal issues not germane to the services (i.e., vehicle not related to substance abuse, divorce, child custody or support) is not required.

(g) OFFEROR INFORMATION AND ASSURANCE FORM

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

SEC. 1.10 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. 1.11 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. 1.12 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were notified 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 website.

SEC. 1.13 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 accordingly. All times are Alaska Time.

- Issue RFP **MARCH 5, 2020,**
- Deadline for Receipt of Proposals **March 27, 2020 @ 2PM,**
- Proposal Evaluation Committee complete evaluation by **April 13, 2020,**
- State of Alaska issues Notice of Intent to Award a Contract **APRIL 28, 2020,**
- State of Alaska issues contract **MAY 11, 2020,**
- Contract start **JULY 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. 1.14 PRE-PROPOSAL CONFERENCE

No pre-proposal conference is planned

SEC. 1.15 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. 1.16 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The mission of the Alaska Department of Corrections (department), Health & Rehabilitation Services (HARS) 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 effects can be prevented; provide those procedures, treatment and prosthetic devices essential to the contractor's level of functioning and rehabilitation.

The department currently operates twelve institutions statewide, twelve of which are covered under this RFP. The service locations range over a vast and diverse geographical area, with several of the sites not accessible by road. These institutions hold approximately 4,873 male and female offenders with various levels of custody classification. Over the term of the contract, the quantity of inmates could increase or decrease.

The following list provides a brief description of the facilities that fall under the scope of this solicitation, and estimated offender quantities that could receive services under the terms of contract(s) awarded as a result of this RFP.

- Anchorage Correctional Complex, Anchorage: This facility is the combined operations of the previously separate institutions known as the Anchorage Jail and the Cook Inlet Pretrial Facility. The two facilities were officially linked in the summer of 2004 and have a joint maximum operating capacity of 863 offenders. The Anchorage Correctional Complex – East (previously known as Anchorage Jail) – opened in April 2002 and houses male and female offenders. This population includes male misdemeanants in pretrial and sentenced status, and female misdemeanants and felons in pretrial and sentenced status. The Anchorage Correctional Complex – West (previously known as Cook Inlet Pretrial Facility) – opened in 1983 and houses male pretrial and sentenced felons.
- Anvil Mountain Correctional Center, Nome: Opened in 1985 and has an operating capacity of 128 male and female felons and misdemeanants, in pre-trial and sentenced status.
- Fairbanks Correctional Center, Fairbanks: opened in 1967 and has an operating capacity of 259 male and female felons and misdemeanants.
- Goose Creek correctional Center, located in the Ma-Su Valley (outside Wasilla, Alaska), has an operating capacity of 1,472 male offenders.
- Hiland Mountain Correctional Center, Eagle River: opened in 1974 and has an operating capacity of approximately 404 females sentenced and unsentenced felons and misdemeanants. Hiland is a dedicated facility for housing female offenders.
- Ketchikan Correctional Center, Ketchikan: opened in 1983 and has an operating capacity of 58 male and female felons and misdemeanants in a sentenced or pre-trial status.
- Lemon Creek Correctional Center, Juneau: opened in 1969 and has an operating capacity of 232 male and female offenders.
- MatSu Pre-Trial Facility, Palmer: opened in 1986 and has an operating capacity of 102 male and female pre-trial felons and misdemeanants.
- Palmer Correctional Center: to be re-opened within a year. Will be a dedicated reentry community residential center to house offenders with one-year or less remaining on their sentence.

- Spring Creek Correctional Center, Seward: Opened in March 1988 and has an operating capacity of 551 male sentenced felons. Spring Creek is designated as the State maximum security facility.
- Wildwood Correctional Complex, Kenai: opened in 1983 and houses male sentenced felons and misdemeanants. The Pre-trial facility opened in February 1985 and houses male and female pre-trial and sentenced felons and misdemeanants. The complex has a combined operating capacity of 476 offenders.
- Yukon Kuskokwim Correctional Center, Bethel: opened in 1984 and has a current operating capacity of 200 male and female offenders. The population consists of multi-level custody pre-trial and sentenced felons and misdemeanants.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

Services required in this RFP are for an agency to provide RNs, LPNs and CNAs on an as-needed basis at its correctional centers statewide. Offerors shall propose the services of Licensed Registered Nurses, Licensed Practical Nurses, and Certified Nursing Assistants. The offeror's filling of short-term staffing requests shall augment ongoing services being provided by the State's nurse staff positions including both full time permanent and non-permanent employees.

- Historically, the requests for nurse relief services have primarily been at either the RN or LPN level of staffing. However, because the CNA level may also be requested, the department is requiring pricing on the Cost Proposal for all three categories.
- A continued high volume of relief nurse placements is anticipated and has resulted in this multiple award solicitation. Past relief usage would not necessarily be an indicator of what shall be requested under new contracts as the quantities and location where needs shall occur cannot be defined in advance. Relief services shall be rotated as much as feasible among the available contract vendors.
- Relief coverage may be requested on a weekly, daily, or shift-by-shift basis. There is no guaranteed quantity of work.
- Shifts vary by location, day of the week, and position within the facility. There is no average shift length. A shift might be 7.5 hours, 9.5 hours, 10 hours, 11.5 hours or 12.5 hours.

The department has adopted policies and procedures for the health care of prisoners. The successful contractors shall provide services within these policies and procedures. (Department Policies & Procedures, Chapter 807 – Medical and Health Care Services). The Health Care Administrator, or designee, is the contract manager and is responsible for all medical policy decisions regarding this contract. A list of departmental health care policies and procedures is available online at:

<https://doc.alaska.gov/commissioner/policies-procedures?view=health-rehab>

SEC. 3.02 GENERAL REQUIREMENTS

The successful contractors and contract staff shall:

- A. Maintain a close working relationship with those ultimately responsible for inmate health care, i.e., the Health Care Administrator, the Chief Medical Officer, Institutional Health Care Officers (IHCO), Health Practitioners (HP), and the Nurse Supervisor.

The contractors and contract staff shall consult with and refer to the appropriate department personnel as follows:

- Consult with the Institutional Health Care Officer (IHCO) or Health Practitioner (HP) at the appropriate facility when deemed necessary. Unless otherwise specified, the IHCOs or HPs have the responsibility for decisions relating to the medical care of individuals incarcerated in the specified correctional centers covered under this contract.
 - The Health Care Administrator, or designee, is the contract manager and is responsible for all decisions regarding this contract.
- B. Comply with all standing institution security requirements, procedures and protocols related to provision of services required in this contract.

- C. Attend meetings when requested by the department.
- D. Maintain nursing care standards and scope of practice as set out by the Alaska Board of Nursing.
- E. The contract nurses shall accomplish all duties appropriate to their license/certification to include those involved in emergency care. They shall provide care within their scope of practice as directed by the Health Practitioner.
- F. Staff Orientation: All contract staff must receive a security and medical operations orientation prior to assuming the first duty shift. The minimum orientation of any new contract staff shall be eight (8) hours at the assigned facility, or as agreed upon by the contractor and the department Health Care Administrator, or designee. Scheduling of the orientation shall be coordinated through the department's Anchorage Central Office, Division of Health & Rehabilitation Services (HARS) staff. The contractor shall be responsible for assuring the orientation is completed prior to the first duty shift. Orientation hours required by the department shall be billed by the contractor for reimbursement by the department within the terms of the finalized contract

SEC. 3.03 NURSE REQUEST PROCESS

- A. Routine Relief: The department shall attempt to provide a minimum of a ten (10) day notice for routine relief requirements.
- B. Emergency Relief: Notice of an emergency relief requirement is considered from one (1) to six (6) days. The successful contractor shall strive to meet the requirement(s) for emergency relief at the level of service requested but shall not be penalized if a replacement cannot be provided during the time required. If there is an emergent need, and if there are funds remaining in the contract, the Health Care Administrator or designee may authorize a work request prior to obtaining the cost estimate. The completion of the form and other required information shall follow as quickly as possible.
- C. Request for Relief Process: See Attachment #13 for sample relief request form. Contractor shall submit completed forms to the department not less than seven (7) days prior to the requested routine relief staff report time. Completed emergency relief forms shall be submitted as soon as possible. Cost estimates may vary depending on the hours and shift requested. Travel may also be required depending on the location of the institution requiring services. See Section 3.10 Travel for more information on travel.
- D. Cancellation of Request by the department: If circumstances change following completion of a relief request form setting up services, the department shall attempt to provide a cancellation notice to the contractor no later than twenty-four (24) hours prior to the scheduled relief report time

SEC. 3.04 CONTRACT TERM AND WORK SCHEDULE

The length of the contract shall be from the date of award, approximately July 1, 2020 through June 30, 2021 with optional renewal periods to be exercised at the sole discretion of the State up to 6/30/24. Approval or continuation of a contract resulting from this RFP is contingent upon the legislative appropriation of funds.

- Initial Period: 7/1/20-6/30/21
- Renewal: 7/1/21-6/30/22
- Renewal: 7/1/22-6/30/23
- Renewal: 7/1/23-6/30/24

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension 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) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.05 NURSE REQUIREMENTS

- Registered Nurse: Must be licensed to practice in the State. One-year experience is required. Experience in an emergency room/ward or in a correctional facility environment and experience using an electronic healthcare records (EHR) system is preferred.
- Licensed Practical Nurse: Must be licensed to practice in the State.
- Certified Nursing Assistant: Must be licensed to practice in the State.

SEC. 3.06 NURSE DUTIES (RN & LPN)

- Provide general nursing care to patients;
- Perform individualized patient assessment and care;
- Evaluate inmate requests for health care and initiate appropriate interventions;
- Coordinate inmate sick call;
- Participate in therapeutic activities;
- Administer prescribed medications and treatments;
- Observe and document patient's response to treatment;
- Maintain patient medical records;
- Perform clear, concise and thorough documentation using the department's EHR system;
- Maintain an up to date understanding of appropriate delegation.

SEC. 3.07 CNA

- Provide general personal care to patients;
- Take vital signs;
- Assist nurses as required.

SEC. 3.08 DELIVERABLES

The offeror shall be required to provide temporary RN's, LPN's and CNA's:

Contractor shall assure, at no cost to the State, that all persons working under the terms of the contract meet and maintain any and all legal requirements for licensing and Continuing Education.

SEC. 3.09 CONTRACT TYPE

This contract is a fixed price contract.

SEC. 3.10 TRAVEL

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

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

SEC. 3.11 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing shall consist of an itemized invoice in a format that meets the department's requirements. Billing shall be in fifteen (15) minute increments. No payment shall be made until the invoice has been approved by the project director or designee.

SEC. 3.12 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.13 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.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.14 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed are primarily in the Anchorage area. Services may occasionally be required at any of the other institutions throughout the state.

- Anchorage Correctional Complex – East & West
- Anvil Mountain Correctional Center (Nome)
- Fairbanks Correctional Center
- Goose Creek Correctional Center (Wasilla)
- Hiland Mountain Correctional Center (Eagle River)
- Ketchikan Correctional Center
- Lemon Creek Correctional Center (Juneau)
- MatSu Pre-Trial Facility (Palmer)
- Palmer Correctional Center
- Spring Creek Correctional Center (Seward)
- Wildwood Correctional Center & Pre-Trial (Kenai)
- Yukon Kuskokwim Correctional Center (Bethel)

The department shall only provide workspace for use by the contractor's staff while providing direct series onsite at department facilities. All other workspace is the responsibility of the contractor.

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. 3.15 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.16 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.17 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. 3.18 CONTRACT PERSONNEL

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

SEC. 3.19 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 or procurement officer 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. 3.20 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the procurement officer 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. 3.21 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.).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include: the records and other information compiled by the contractor in accordance with the duties and responsibilities of this RFP shall be the property of the department. In this section, records refer to administrative documents, not treatment files, requested by the department. The department respects and complies with federal confidentiality regulations regarding substance abuse treatment. Refer to 42 CFR Part 2. Copies of such records shall be provided to the department within a reasonable period, upon request. This requirement is mandatory irrespective of any payment due to the contractor for service provision.

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. 3.22 POLICIES AND PROCEDURES

The department shall require personnel providing direct services within correctional facilities to comply with background investigations and/or security checks prior to starting work under the contract. When background investigations are required, they shall be performed by the department at no charge to the contractor. The department reserves the right to restrict an individual's access to the facility or program if they are determined to pose a threat to security, or if they fail to provide the information required for a background check.

The successful contractor will assure that all individuals providing services under the terms of the contract complete the following forms and scan completed copies to the procurement officer of record and the program manager.

- Security Clearance Form
- PREA Employment Disclosure Form,
- Code of Ethical Conduct 202.01a,
- Standards of Conduct 202.15a,
- ACOMS form and agreement, and
- Criminal Justice Information Services Addendum (CJIS) forms.
 - The department may require the contractor to obtain 2 finder print "blue cards" form FD-258 for personnel performing service under this contract.
 - The completed forms must be submitted to the procurement officer or designee.

The department will send individual personnel a link to an online security awareness training that should take no longer than 2 hours to complete. Training is required bi-annually. The contractor shall not directly charge the department for this time.

SEC. 3.23 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.

SEC. 3.24 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall always purchase at its own expense and maintain in force 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 procurement 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.

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.

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.

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.

Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

SEC. 3.25 TERMINATION FOR DEFAULT

If the project director or procurement 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. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

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

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

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

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

SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the work to be performed as presented in Section 3 Scope of Work. Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the services and outcomes to be achieved.

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 to accomplish the work indicated in this RFP. Offeror's plan should address all services required and critical elements including staffing, travel, and scheduling and response timeframes, etc.

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.

Agency's Experience Providing Services:

1. The offeror shall 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. Offeror shall address their ability to fill requests with nurses willing to work in a correctional setting. At a minimum, offerors should address the following in their submitted proposals:
 - Include current reference names and phone numbers that can provide confirmation of applicable services rendered.
 - Governing Policies – If applicable, include one (1) copy with original proposal.

Management Staff Qualifications:

2. Current resume/summary of education, training and experience for the individual responsible for overseeing the contract resulting from this RFP shall be included in the proposal.

Relief Nursing Staff:

3. Provide with proposal, current resume/ summary of education, training, experience and current licenses for individuals working as a relief nurse as examples of nursing pool.
4. Once contract has been awarded, shall be required prior to utilizing the individual's services under the contract

SEC. 4.07 COST PROPOSAL

Offerors must complete and submit their proposed cost on the attached Cost Proposal Form. Proposed costs must include 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. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

1. Specifically excluded from the hourly rates are the following costs:
 - Reimbursable travel expenses: Anchorage, Alaska shall be considered the base location for services under the terms of all contracts resulting from this solicitation. As applicable, for service locations, that exceed a 50-mile one-way distance from Anchorage, eligible "non-local" travel-related expenses shall be considered for reimbursement to the contractor by the department separately and in accordance with allowable guidelines set in Section 3.10 Travel.

- When the contract resulting from this RFP is finalized, the department shall include a separate travel expense budget to cover reimbursement by the State of allowable billed non-local travel costs.

The rates proposed (or, if applicable, any adjusted rates established through a negotiation process) shall be binding upon the successful contractor for the full term of the contract including renewals

SEC. 4.08 EVALUATION CRITERIA

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

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (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?
- 5) Has the offeror indicated the level of their ability to expand services to additional locations should the need arise?

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 (20%)

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 (15%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?
- d) Is the list of references current and sufficient to confirm experience?
- e) How successful is the general history of the offeror regarding ability to maintain available staffing to meet service provisions requests, and doing so timely?

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 (45%)

Overall, a minimum of **45%** 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.

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 Preference 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 Department of Correction conference room on the 18th floor of the Robert B. 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 and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror 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 Shared 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)

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 former AS 32.05, 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 Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

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.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the 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 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$42,750 cost of Offeror #2's proposal = 37.4

Offeror #3 receives 33.7 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$47,500 cost of Offeror #3's proposal = 33.7

(b) ALASKA OFFEROR PREFERENCE**STEP 1**

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

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

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror 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 Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' 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 SAF.DOC/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** 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 in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 7.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 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. 7.05 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: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 7.06 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 counteroffer and the proposal may be rejected.

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 7.07 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. 7.08 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. 7.09 ASSIGNMENTS

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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 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. 7.11 SEVERABILITY

If any provision of the contract is found to be invalid or 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. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 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. 7.13 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) Proposal Evaluation Form
- 2) Cost Proposal Form
- 3) Offeror Information and Assurance Form
- 4) Certification of Entitlement for the AK Bidder's preference
- 5) Request for Clearance Form
- 6) PREA Employment Disclosure Forms
- 7) Code of ethical professional conduct (202.01)
- 8) Standards of conduct review and compliance (202.15)
- 9) Standard Agreement Form - Appendix A
- 10) Notice of Intent to Award
- 11) Nurse Relief Request-Approval Form
- 12) Checklist