

STATE OF ALASKA REQUEST FOR PROPOSALS



Anti-Recidivism / Reentry Services

RFP 200000063

ISSUED: MARCH 12, 2020

The Department of Health and Social Services - Division of Behavioral Health (DBH), In cooperation with the Alaska Criminal Justice Commission (ACJC), and the Department of Corrections (DOC), require the services of a contractor to provide a recidivism reduction program that provides reentry services in Anchorage, Alaska for probationers, parolees, or individuals who are within six (6) months of release from a correctional institution. The goal of the program is to increase public safety by reducing the amount of repeat felony crimes committed by offenders returning to the community.

ISSUED BY:

DEPARTMENT OF HEALTH & SOCIAL SERVICES
DIVISION OF FINANCE & MANAGEMENT SERVICES

PRIMARY CONTACT:

SUSAN JABAL
PROCUREMENT OFFICER
SUSAN.JABAL@ALASKA.GOV

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	6
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	8
SEC. 1.13	PRE-PROPOSAL CONFERENCE	8
SEC. 1.14	ALTERNATE PROPOSALS.....	8
SEC. 1.15	NEWS RELEASES.....	8
SECTION 2.	BACKGROUND INFORMATION	9
SEC. 2.01	BACKGROUND INFORMATION	9
SECTION 3.	SCOPE OF WORK & DELIVERABLES	11
SEC. 3.01	SCOPE OF WORK.....	11
SEC. 3.02	CONTRACT TERM AND WORK SCHEDULE.....	11
SEC. 3.03	DELIVERABLES.....	12
SEC. 3.04	CONTRACT TYPE.....	17
SEC. 3.05	PROPOSED PAYMENT PROCEDURES	18
SEC. 3.06	PROMPT PAYMENT FOR STATE PURCHASES	18
SEC. 3.07	CONTRACT PAYMENT	18
SEC. 3.08	LOCATION OF WORK.....	18
SEC. 3.09	SUBCONTRACTORS.....	19
SEC. 3.10	JOINT VENTURES	19
SEC. 3.11	RIGHT TO INSPECT PLACE OF BUSINESS	19
SEC. 3.12	CONTRACT PERSONNEL	19
SEC. 3.13	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	20
SEC. 3.14	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	20
SEC. 3.15	NONDISCLOSURE AND CONFIDENTIALITY	20
SEC. 3.16	INDEMNIFICATION	21
SEC. 3.17	INSURANCE REQUIREMENTS	21
SEC. 3.18	TERMINATION FOR DEFAULT	22
SECTION 4.	PROPOSAL FORMAT AND CONTENT	23
SEC. 4.01	PROPOSAL FORMAT AND CONTENT	23
SEC. 4.02	INTRODUCTION	23
SEC. 4.03	UNDERSTANDING OF THE PROJECT	23
SEC. 4.04	METHODOLOGY USED FOR THE PROJECT	23
SEC. 4.05	MANAGEMENT PLAN FOR THE PROJECT	24
SEC. 4.06	EXPERIENCE AND QUALIFICATIONS	24
SEC. 4.07	COST PROPOSAL.....	25
SEC. 4.08	EVALUATION CRITERIA	25

SECTION 5.	EVALUATION CRITERIA AND CONTRACTOR SELECTION	26
SEC. 5.01	UNDERSTANDING OF THE PROJECT (5%)	26
SEC. 5.02	METHODOLOGY USED FOR THE PROJECT (10%)	26
SEC. 5.03	MANAGEMENT PLAN FOR THE PROJECT (10%)	27
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS (25%)	27
SEC. 5.05	CONTRACT COST (40%)	28
SEC. 5.06	ALASKA OFFEROR PREFERENCE (10%)	28
SECTION 6.	GENERAL PROCESS INFORMATION	29
SEC. 6.01	INFORMAL DEBRIEFING	29
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	29
SEC. 6.03	SITE INSPECTION	29
SEC. 6.04	CLARIFICATION OF OFFERS	30
SEC. 6.05	DISCUSSIONS WITH OFFERORS	30
SEC. 6.06	EVALUATION OF PROPOSALS	30
SEC. 6.07	CONTRACT NEGOTIATION	30
SEC. 6.08	FAILURE TO NEGOTIATE	31
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION	31
SEC. 6.10	PROTEST	31
SEC. 6.11	APPLICATION OF PREFERENCES	32
SEC. 6.12	ALASKA BIDDER PREFERENCE	32
SEC. 6.13	ALASKA VETERAN PREFERENCE	33
SEC. 6.14	ALASKA OFFEROR PREFERENCE	33
SEC. 6.15	FORMULA USED TO CONVERT COST TO POINTS	33
SEC. 6.16	EXAMPLES: CONVERTING COST TO POINTS	34
SECTION 7.	GENERAL LEGAL INFORMATION	35
SEC. 7.01	STANDARD CONTRACT PROVISIONS	35
SEC. 7.02	QUALIFIED OFFERORS	35
SEC. 7.03	PROPOSAL AS A PART OF THE CONTRACT	35
SEC. 7.04	ADDITIONAL TERMS AND CONDITIONS	35
SEC. 7.05	HUMAN TRAFFICKING	35
SEC. 7.06	RIGHT OF REJECTION	36
SEC. 7.07	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	36
SEC. 7.08	DISCLOSURE OF PROPOSAL CONTENTS	36
SEC. 7.09	ASSIGNMENT	37
SEC. 7.10	DISPUTES	37
SEC. 7.11	SEVERABILITY	37
SEC. 7.12	SUPPLEMENTAL TERMS AND CONDITIONS	37
SEC. 7.13	SOLICITATION ADVERTISING	37
SEC. 7.14	FEDERALLY IMPOSED TARIFFS	37
SECTION 8.	ATTACHMENTS	39
SEC. 8.01	ATTACHMENT 1 – COST PROPOSAL	40
SEC. 8.02	ATTACHMENT 2 - RFP CHECKLIST	42
SEC. 8.03	ATTACHMENT 3 - PROPOSAL EVALUATION FORM	44
SEC. 8.04	ATTACHMENT 4 - CERTIFICATION REGARDING DEBARMENT	49
SEC. 8.05	ATTACHMENT 5 – ALASKA BIDDER PREFERENCE CERTIFICATION FORM	51
SEC. 8.06	ATTACHMENT 6 – TEMPLATE STANDARD AGREEMENT FORM (WITH APPENDICES)	55

Section 1. Introduction & Instructions

Sec. 1.01 PURPOSE OF THE RFP

The Department of Health and Social Services, Division of Behavioral Health (DBH), in cooperation with the Alaska Criminal Justice Commission (ACJC), and the Department of Corrections (DOC), require the services of a contractor to provide a recidivism reduction program that provides reentry services in Anchorage, Alaska for probationers, parolees, or individuals who are within six (6) months of release from a correctional institution. The goal of the program is to increase public safety by reducing the amount of repeat felony crimes committed by offenders returning to the community.

Sec. 1.02 BUDGET

The Department of Health and Social Services, Division of Behavioral Health (DBH) has a maximum annual budget of \$799,999.92 for each year of services.

The resultant contract will be for one (1) year with four (4) available renewal options, each to be exercised at the sole discretion of the state.

The state anticipates an annual cost of \$799,999.92. If the contract is continued for all of the possible terms (5 years total), the maximum amount cannot exceed \$3,999,999.60.

Offers received that exceed this budget will be deemed non-responsive.

Sec. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 pm prevailing Alaska Time on April 13, 2020.

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

Sec. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive, offerors must meet the following minimum prior experience requirements. Please ensure start and end dates (month and year) are indicated, and that experience is detailed sufficiently to ensure verification of all aspects of the minimums below.

1. Contractor must have a minimum of two (2) years experience in the last three (3) years, performing reentry services for individuals on probation, parole, or individuals who were recently released from a correctional institution as outlined in the Scope of Work of this RFP

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

Sec. 1.05 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. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

Questions must be submitted in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Questions must be received no later than 12 noon on March 31, 2020.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP.

The procurement officer will make that decision. All questions are requested in writing to the below:

Procurement Officer: Susan Jabal
susan.jabal@alaska.gov

Sec. 1.07 RETURN INSTRUCTIONS

Email Submission

The preferred method of response submission to this solicitation is via email, sent to the following address:

hss.procurement.proposal@alaska.gov

The email submission must contain the RFP number in the subject line. In the body of the email, please indicate the Procurement Officer's name, the Offeror's name, the number of attachments, and the names of the attachments being submitted.

When submitting a proposal via email, the technical proposal and cost proposal must be saved as separate, clearly labeled PDF documents, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). 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; each email must comply with the requirements above. Please also include an indication of multiple email submissions (1 of 2, 2 of 2, etc.).

It is the offeror's responsibility to ensure that the Procurement Officer has received the proposal in full, prior to the deadline. The Procurement Officer will respond to the email to confirm receipt. If you do not receive a confirmation, it is your responsibility to contact the Procurement Officer to confirm. The State is not responsible for lost, unreadable, or corrupt emails, 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.

Paper Submission

If submitted a proposal by mail, Offerors must submit one hard copy of their proposal, 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 Health and Social Services
Division of Finance and Management Services
Attention: Susan Jabal, Procurement Officer
RFP Number: 200000063
RFP Title: Anti-Recidivism / Reentry Services

If mailing via US Mail, please use the following address:

PO Box 110650
Juneau, AK 99811-0650

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

333 Willoughby – Suite 760
Juneau, AK 99801

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.

Faxed proposals will not be accepted. Oral proposals will not be accepted.

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:

1. the laws of the State of Alaska;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. all terms and conditions set out in this RFP;
6. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

7. 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) **Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

Each proposal must include a signed certification form, see Section 8: Attachments.

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 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. 1.12 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. All times are Alaska Standard Time (AKST).

- Issue RFP on March 12, 2020
- Deadline for receipt of questions on March 31, 2020
- Deadline for receipt of proposals on April 13, 2020
- Proposal Evaluation Committee complete evaluation by April 30, 2020
- State of Alaska issues Notice of Intent to Award a Contract by May 1, 2020
- State of Alaska issues contract award by May 12, 2020
- Contract begins June 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 Health and Social Services, 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

A pre-proposal conference will not be held for this solicitation.

Interested parties may submit questions in writing per RFP Section 1.06.

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

The mission of the State of Alaska Department of Health and Social Services (the department) is to promote and protect the health and well-being of Alaskans. The department, in cooperation with the Alaska Criminal Justice Commission (ACJC, the Commission) and the Department of Corrections (DOC), seeks to bolster the supports available for recently released offenders per [AS 47.38.100 Recidivism Reduction Program](#).

The ACJC is dedicated to identifying, studying, and implementing criminal justice reforms. The recidivism reduction program states that to be eligible as a recidivism reduction contractor, the vendor must:

1. Increase access to evidenced-based rehabilitation programs, including drug and alcohol treatment, mental health treatment and cognitive behavioral programs.
2. Support offenders transition and re-entry from correctional facilities to the community, including transition housing services, employment services, vocational training, educational support, counseling and medical care.

Major goals of the Recidivism Reduction Programs include:

- Enhancement of public safety through collaboration among stakeholders;
- Re-investment in evidence-based, community centered services;
- Realization of appropriate and responsible cost savings.

Recidivism in Alaska

Recidivism rates in Alaska are high – nearly two-thirds of individuals released from the Department of Corrections' institutions commit a new felony-level crime within three years of release. Research provided by the Alaska Criminal Justice Commission (ACJC) shows that increasing success rates for those supervised in the community comprises:

- Identifying and focusing resources on higher risk offenders;
- Using swift, certain, and proportionate sanctions;
- Incorporating rewards and incentives;
- Frontloading resources in the first weeks and months following release from prison; and
- Integrating treatment into supervision.

This RFP supports utilizing the above, evidence-based practices to increase the outcomes of this program.

Recidivism Reduction Program

The recidivism reduction program started in FY16 and served 500 reentrants. Over the years, the recidivism reduction program has grown to serve over 1500 reentrants per year in the Anchorage area. The program has a significant focus on the following: on housing and employment outcomes; referrals and community partnerships; stakeholder collaboration and the creation of data reporting system. In addition, the program has developed a Standard Operating Procedures (SOP) manual to standardize the recidivism reduction program.

Challenges and obstacles over the years have been around creation of a reentry program, in-house, the development of referrals, community and State partnerships, legislative support, and the data management,

tracking and documentation burden. The current program is in-house, within a brick and mortar building that is easily accessible for reentrants and close to some of the services they will need. Timely access to behavioral health services is challenging. The program has developed an effective referral system and partners for Medication Assistant Treatment (MAT). Access to substance abuse and mental health is an area for growth. These services often have long wait lists and require the individual is already on Medicaid. Behavioral health services are very important to the success of reentrants as it is estimated that 80% of the individuals in the DOC correctional facilities have a substance abuse problem.

Partnerships with stakeholders and the creation of a network is required for success. Community partners are vital in developing a network of employers and landlords that will accept reentrants. Homelessness and unemployment are significantly correlated to recidivism. The incumbent has historically had challenges with having enough funding for housing. Housing is the “hook” for newly released individuals to initially participate in the program. Once engaged in the program, participants continue to participate because they realize the intrinsic value for themselves. The current program works with DOC and develops relationships with many key individuals in all of the correctional centers, plus, program managers in central office. The program also works with Division of Public Health (Medicaid and benefits) and Division of Vocational Rehabilitation. The current program has a close working relationship with the Division of Behavioral Health’s Program Manager. Because this program was created by the legislators, the program needs to advocate and educate the public, strive to reduce the stigma around incarceration, and participate in related reduction recidivism efforts and coalitions.

One of the ongoing challenges has been the creation of a data management system. The data management system needs to belong to the State and the contractor will need to use AKAIMs as the management and report system. The contractor also needs to work with the DOC Alaska Corrections Offender Management System (ACOMS) to access data and reports that are necessary to determine outcome measures. The outcome measures are directly related to the outcome goals, and at this stage in the program, it is critical that legislators and the State can see if the program is reaching the outcome goals.

The Target Area

This solicitation is intended to provide transitional supports to those individuals recently released from an institution and/or receiving supervision in the Anchorage, Alaska area.

Long-term Goals

The Recidivism Reduction program in Anchorage is intended to be a pilot program that can be expanded statewide with the long-term goals of:

- state-wide reduced recidivism rates
- evidence-based, sustainable program practices that can be replicated in other communities
- programming that is inclusive of participants from rural and Alaska Native communities

Section 3. Scope of Work & Deliverables

Sec. 3.01 SCOPE OF WORK

The Department of Health and Social Services - Division of Behavioral Health (DBH), In cooperation with the Alaska Criminal Justice Commission (ACJC), and the Department of Corrections (DOC), require the services of a contractor to provide a recidivism reduction program that provides reentry services in Anchorage, Alaska for probationers, parolees, or individuals who are within six (6) months of release from a correctional institution. The goal of the program is to increase public safety by reducing the amount of repeat felony crimes committed by offenders returning to the community.

The contractor will work directly with established community providers, DBH and DOC, and the ACJC to provide the following through the operation of a reentry center:

- assistance toward obtaining safe, sober, and stable housing;
- job readiness training/job search assistance;
- case management utilizing risk assessment scores;
- comprehensive community support services;
- substance abuse and/or mental health treatment services (either in-house or by referral);
- program coordination including:
 - participant tracking and reporting,
 - participation in programmatic meetings,
 - coordination with community providers,
 - updates to DOC probation/parole offices,
 - participation in pre-release planning with DOC; and
- program development that can be utilized as a template for future reentry programs.

Outcomes / Goals

The outcome goals of the program are to reduce recidivism of individuals releasing from a DOC correctional institution into the Anchorage area. The program is expected to accomplish the following outcome goals:

1. Protect the public by reducing the amount of repeat crimes by former participants.
2. Reduce the public expenditures for incarceration and related costs.
3. Support rehabilitation reentrants through employment opportunities and stable housing.
4. Reduce recidivism in the Anchorage re-entry population.
5. Provide a model of other collaborative re-entry programs.
6. Increase the number of active community partners in the Anchorage re-entry initiative.
7. Enable a minimum of 1500 people in the Anchorage community to receive reentry services.
8. Enhance reentry services and provide technical assistance other re-entry programs.

Sec. 3.02 CONTRACT TERM AND WORK SCHEDULE

The initial term of this contract will be from July 1, 2020 – June 30, 2021, with four (4) available annual renewal option, to be exercised at the sole discretion of the state. The full term of the contract, if the renewal is executed, will run from July 1, 2020 – June 30, 2025.

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. 3.03 DELIVERABLES

Based on the Scope of Work above, the contractor will conduct the following deliverables:

The contractor shall serve participants referred through multiple sources, including:

- Institutional Probation Officers (IPO's)
- Furlough Probation Officers / Community Residential Centers (CRC's)
- Field Probation Officers, including Electronic Monitoring (EM)
- Reentry Coalition case managers
- Walk-ins or community referrals

The contractor will provide the following deliverables to approximately 1500 individuals through a brick and mortar re-entry center that is centrally located and close to bus routes for reentrants.

1. **Safe, Sober, and Stable Housing**

Goal: The contractor support reentrants is obtaining and maintaining housing to gain self-sufficiency.

The contractor will provide immediate, transitional housing funds for reentrants. The program will help the reentrant find employment, apply for housing assistance, or reunite with healthy family members. When a reentrant gains employment, the contractor will assist the reentrant in obtaining permanent stable housing when he or she is financially capable. The contractor will facilitate short-term rental or utility payments as needed and appropriate to each individual (actual costs of these payments are reimbursable by the State, through Deliverable 10B). Participant placements are limited to one year maximum.

Performance Measures (monthly and accumulative during the fiscal year):

- a. Number of new referrals/participants
- b. Number of existing participants
- c. Number transitioning to permanent housing
- d. Total number of participants referred/served

Outcome Measures (monthly and accumulative during the fiscal year)

- a. Number of reentrants maintained in housing for the duration of their participation in the program.
- b. Number of landlords willing to rent to participants

2. **Job Readiness/ Job Search**

Goal: The contractor will support the reentrant in obtaining and maintaining employment.

The contractor, in conjunction with the Department of Labor (DOL) and other community job training programs, will provide job search assistance based on each reentrant's individual strengths and weaknesses. Reentrants should begin participation in job readiness training and job search upon intake.

Performance Measures (monthly and accumulative during the fiscal year):

- a. Number of new referrals/participants
- b. Number of existing participants
- c. Number verified new hires
- d. Total number of participants referred/served

Outcome Measures (monthly and accumulative during the fiscal year)

- a. Number of reentrants in a job for the duration of their participation in the program.
- b. Number of employers willing to hire program participants

3. Case Management Services

Goal: The contractor will provide individualized case management services to support the reentrant in maintaining in the community.

Through pre-release applications and partnerships with DOC and Reentry Coalitions, the contractor should strive to develop a relationship with the reentrant a minimum of 1-90 days prior to release from prison. Pre-release planning should include information about the risks and needs of a reentrant through the LSI-R and/or Offender Management Plans (OMP). If no such assessments or plans are available, case management will begin with a thorough intake interview the day of release. Participant data from this interview and ongoing service, including case notes, must be captured and easily accessible by staff and approved oversight agencies. The above references both electronic and paper participant files and documents. Case management services will be individualized and collaboration based, and will begin at the moment an application is received. The contractor will maintain collaborative relationships with community service providers, and act as coordinators for any/all services that are referred to outside organizations. When a participant has completed the program, program completion case notes will be completed by case managers. When identified, participants who are rearrested or remanded are to be clearly noted in case management notes as having a program non-completion.

Performance Measures (monthly and accumulative over the year):

- a. Number of new referrals/participants
- b. Number of existing participants
- c. Total number of participants referred/served

4. Comprehensive Community Support Service

Goal: The contractor will create and maintain a comprehensive system of community support services, to include the DOC, to support the reentrant in maintaining in the community.

The contractor will communicate and collaborate, as needed, with any/all involved stakeholders and partners, including but not limited to: DBH Program Director; DOC's Reentry Coordinator; DOC institutional re-entry contact for each DOC correctional facility; half-way house case coordinators; field and institutional probation officers; Reentry Coalition reentry coordinators and case managers; housing providers;

employers; Medication Assistant Treatment, Substance Use Disorder and Mental Health providers; other support agencies; and other reentry programs. All interested partners should be encouraged to attend the weekly case management meeting and to join any other relevant meetings.

Performance Measures (monthly and accumulative during the fiscal year):

- a. Total number participants referred/served
- b. Community partners
 - i. List of community partners actively engaged
- c. Department of Corrections
 - ii. At a minimum, conduct pre-release planning sessions at the correctional institutions quarterly, plus,
 1. Biweekly
 - a. Anchorage and Hiland Correctional Centers
 2. Quarterly plus one-on-one
 - a. Goose Creek, Wildwood, Spring Creek

5. Medicaid and Public Assistance Enrollment

Goal: The contractor will assist the reentrant in applying for Medicaid and public assistance to support reentrants in obtaining services and benefits.

The contractor will utilize appropriate partnering agencies to ensure that all eligible program participants are enrolled in Medicaid and Public Assistance. The program will provide assistance and support to assist reentrants in obtaining Medicaid, if eligible, the application process, and any follow up necessary to confirm enrollment, during the timeframe that the participant is engaged in the program.

Performance Measure (monthly):

- a. Total number participants assisted with Medicaid and/or Public Assistance benefits.

6. Substance Abuse and/or Mental Health Treatment

Goal: The contractor will support reentrants in accessing behavioral health service and provide direct recovery oriented services to support the reentrant in maintaining in the community.

The contractor will coordinate services for reentrants that require substance abuse, Medication Assistance Treatment (MAT) and/or mental health treatment services. The contractor will participate in getting timely assessments and treatment to reentrants by:

- a. Engaging with community providers to assist participants in securing Medically Assisted Treatment (MAT).
- b. Referring to various mental health providers, as appropriate, and making referrals to the most appropriate providers for each reentrant.
- c. Continuing to develop/negotiate with additional agencies that may be able to accept timely referrals for addition and mental health services.

Performance Measures:

- a. Number of participants referred but not able to access services and reason (client refused, no timely access to services, no benefits e.g.)

- b. Total number of participants referred/served
- c. Number and type of groups facilitated by the program
 - i. Peer-to-peer
 - ii. Alaska Native culturally relevant
 - iii. Others as appropriate (anger management, moral recognition therapy e.g.)

7. Program Coordination/Assessment

Goal: The contractor will develop and administer a recidivism reduction program that meets the outcome objectives listed in Sec. 3.01.

The contractor will provide a range of program coordination services in order to meet the program goals and outcomes in the scope of work. Cost savings through collaborative efforts with other agencies or private providers is encouraged. Program coordination will work closely with the Department of Health and Social Services, Division of Behavioral Health Program Director. It is anticipated that a program will need a program coordinator and program case managers positions.

This includes, but is not limited to:

- a. Provision of monthly reports and invoice. Data reports will be generated from AK AIMs, included with a written summary, and submitted with the monthly invoice.
- b. Meet telephonically and in-person with the Program Director on a monthly basis.
- c. Participation in contract specific meetings addressing programmatic issues or updates with the Program Director, the Department of Corrections (DOC), and/or the Alaska Criminal Justice Commission (ACJC) as requested.
- d. Coordination with the DOC and community providers involved in contract deliverables to ensure access to services and supports are available for reentrants.

Performance Measures:

- a. Referral list updated and maintained for the following:
 - iii. Community Recovery Support Services
 - iv. Substance Abuse Treatment
 - v. Mental Health Treatment
- b. Outreach and engagement activities
 - vi. Number of Outreach and/or community meetings
 - vii. Number of presentations
 - viii. List the Alaska Legislators and others that received data/reports

Outcome Measures:

- a. Number of participants that success completed the program.
- b. Number of participants that did not complete the program and reason.
- c. Length of time in the program: per individual and average for participants in the program.
- d. Number of participants that did not re-offended or violated probation or parole while they were in the program.
- e. Number of participants that did not returned to a correctional facility while they were in the program.

- f. Cost of participants in the program: total cost per individual; average cost for participants in the program; average cost per day.

8. File Management/Data Tracking

Goal: Through the use of AKAIMS, the contractor will create a data driven ongoing quality assurance process that can be replicated by other programs and can be used to advocate for funding.

The State has identified the necessity of a statewide, state-operated, data tracking system as key to managing ongoing quality assurance. All participant and program data shall be entered into AKAIMS. The vendor will work with the State to establish a protocol for entering data into AKAIMS and to produce reports from AKAIMS that align with the project deliverables. The purpose of requiring AKAIMS as the data management system is to ensure that individual data is not duplicated, provide access by the Program Director, provide a standardized means to establish a data-driven program and create the ability to expand the recidivism reduction program in future.

Performance Measure:

- a. Compliance with AKAIMs data entry.
- b. Maintain AKAIMS data integrity.

Outcome Measure:

- a. Ability to track and report on all the performance and outcome measures
- b. Ability to replicate AKAIMS data and reports for other recidivism reduction programs.

9. Enhancement of the Program Model

Goal: The contractor will create a successful recidivism reduction model that can be replicated and used in other Alaskan communities.

The State intends on expanding the recidivism reduction program to other communities statewide. The contract will continue to develop the recidivism reduction program to be used as a template for other reentry programs in the State by:

- a. build a reentry model that is sustainable and utilizes evidence-based practices and procedures that can be replicated;
- b. monitor the effectiveness of the reentry center program model, including sharing program development and operational insights with reentry coalitions and service providers across the State;
- c. gather raw data that can be analyzed and assessed by stakeholders to improve outcomes
- d. develop, monitor and adapt timelines for participant services, including pre-release planning, intake, post-transition planning, and case closure;
- e. develop a long-term communications plan that clarifies the process in which community providers will update the contractor about participant program status to increase coordination of care across providers;
- f. remain active in the Anchorage Reentry Coalition and provide access to programs and policies in order to encourage long-term collaboration.
- g. Abide by, revise and make available for the public the State's "Standard Operation Procedures: Reentry Case Management". The purpose of the SOP document is the following: to be utilized as a written resource for staff at the Reentry Center for guidelines, policies, and procedures; to be

utilized as a written resource for other community entities interested in starting a reentry center, and; to provide the State with written policy and procedural documentation can be shared with SOA stakeholders and implementation partners to increase communication and knowledge about the reentry center and outcome accountability.

Performance Measure:

- a. Implementation of an evidence-based recidivism reduction model that can be replicated.
- b. Compliance with the SOP procedures and standards.
- c. Revise and update the SOP annually.

10. Reimbursables (10A & 10B)

A. Hard costs related to Deliverables 2-7 are reimbursable if they assist participants in meeting the program goals as stated in this solicitation. The following comprehensive community support services that address hurdles to effective programming have been preapproved:

- Food cards *
- Bus passes and transportation
- Identification (and associated costs for the Real Id requirements)
- Clothing vouchers
- parenting classes
- Initial Medication Assisted Treatment (MAT) appointments
- MOA Food Handler Cards
- Birth certificates

** Whenever applicable, participants should be signed up for public assistance.*

***Whenever applicable, Medicaid and/or a participant's insurance should be billed for these services.*

B. Hard Costs related to Deliverable 1: Safe, Sober, & stable Housing are reimburseable, if they assist participants in meeting the program goals as stated in this solicitation. The following related expenses have been preapproved for reimbursement:

- Transitional First Week Out Housing
- Permanent Housing

The Project Director may choose to add items to the pre-approved list, by sending formal notification of the updated list to the vendor and Contract Administrator, listing the effective date. Additional items not on the pre-approved list must be approved by the Project Director in advance in order to qualify for reimbursement. The awarded vendor must monitor reimbursable to ensure they do not exceed the budgeted amount. If approaching the annual budgeted amount, the contractor should discuss the possibility for a funding adjustment with the Project Director.

Sec. 3.04 CONTRACT TYPE

This contract will be a 'Fixed Fee Plus Costs' contract. Under these contracts, contractors are paid a predetermined fixed fee, plus all allowable costs (submitted with receipts).

Sec. 3.05 PROPOSED PAYMENT PROCEDURES

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

Sec. 3.06 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. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Health and Social Services 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. 3.08 LOCATION OF WORK

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

Performance of Work Within United States

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 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. 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 will not 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.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license

Sec. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

Sec. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS

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

Sec. 3.12 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. 3.13 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. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

Sec. 3.15 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. 3.16 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. 3.17 INSURANCE REQUIREMENTS

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 policies of insurance identified in Appendix B of the Standard Agreement Template (Attached in Section 8). 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.

Sec. 3.18 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 (Appendix A of the Standard Agreement Template), attached in Section 8.

Section 4. Proposal Format and Content

Sec. 4.01 PROPOSAL FORMAT AND CONTENT

In preparing a proposal response, all narrative portions should be straightforward, detailed, and precise. Do not simply restate or paraphrase information in this RFP. The Department of Health and Social Services will determine the responsiveness of a proposal by its quality, not its volume or packaging.

Please limit your proposals to 40 pages, not including the cost proposal or appendices.

Sec. 4.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, email 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 goals and the tasks of the project that must be accomplished.

Sec. 4.04 METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ for the project, including program practices, supports, and strategies that will enable the offeror to meet the program outcomes of this RFP.

This should include:

1. Description of your recidivism reduction program that includes:
 - a. **Purpose.** What is your organization's vision and how does it related to reducing recidivism?
 - b. **Target population.** Identify the target population and area you will serve, and the number of reentrants your program will be able to serve.
 - c. **Flow of reentry services.** How will a participant move through your proposed reentry program – from initial contact (including any pre-release planning, if applicable) to discharge, and 'case closing' procedures.
 - d. **Evidenced-based practices.** What evidence-based tools and/or strategies do you propose to use in matching services to program participants, and as a model for reducing recidivism.
 - e. **Deliverables (1-10).** How will your program meet the goals and objectives of the deliverables? How will you demonstrate progress toward reaching the outcome goals?
 - f. **Community partnerships and referral sources.** Describe organizations that you will work with to meet the deliverables 1-10. Include in the description, how you will collaborate with

community, state, and program oversight partners, to provide services, and assess and improve the program.

- g. **Training.** What training will your organization provide for staff regarding the use of evidenced based practices?
- h. **Gaps and challenges.** Describe any anticipated gaps and challenges in their proposed program, and any additional services you believe should be added to assist returning citizens.
- i. **Data management.** The use of AKAIMs is required and the need to establish protocols with the Department of Correction to provide reports from ACOMS is paramount to determine progress on outcome measures and the outcome goals. What reports do you anticipate you will need to analyze the program, identify gaps, make improvements to the program and reach the outcome goals?
- j. **Transition plan.** A transition plan is required whether or not you are the incumbent or a new vendor. The plan needs to include how you will work with participants who are already enrolled in the reentry program to transition away from the existing program or to a new one. The plan should be detailed and include a timeline. For new vendors, the plan must include the identification of a facility to run the reentry program from and how long it will take to be able to fully implement the program for 1,500 reentrants per year.

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.

Specifically, offerors should:

1. Describe how oversight of the provision of program deliverables will occur.
2. Describe how collaboration with local partners, the Program Manager, DOC, and ACJC will be managed.
3. Describe how you will analyze the program, identify gaps, make program improvements and report on the program.
4. Illustrate the lines of authority that will be in place for the services of this RFP.

Sec. 4.06 EXPERIENCE AND QUALIFICATIONS

The offeror must describe how they fully meet the minimum prior experience criteria identified in Section 1.04.

Offerors must also provide a narrative description of the organization's project team and a personnel roster that identifies lines of authority. For each key person who will work on the contract, please provide the following:

- Title and identification of the work this individual will be responsible for
- Resume and specifically related work experience.

Offerors should also fully describe their experience and success in conducting a similar program. This description should include, at minimum:

- Where the majority of referrals for your programming came from (DOC - parole, probation, EM, CRC's; community providers; Federal courts/probation/parole, etc.)
- For each deliverable listed in Section 3.03, report on all of the most recent fiscal year performance and outcome measures.
- Identify gaps and challenges and how you propose to overcome them if awarded this contract.

Sec. 4.07 COST PROPOSAL

Offerors must complete the Cost Proposal template provided in Section 8: Attachments.

The completed cost proposal, including the proposed budget, along with any reference to pricing, is to be excluded from the body of the offeror's proposal.

Instead, it should accompany the proposal in a separate, sealed envelope if mailing proposal, or as a separate PDF if submitting via email. Failure to comply with this requirement may result in a proposal being rejected as non-responsive.

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 will be 1,000

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?

Sec. 5.02 METHODOLOGY USED FOR THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

- 1) How will does the offeror describe the following components of their proposed program.
 - a. Purpose. How does the organization’s vision align with the proposed recidivism program?
 - b. Target population. Did they identify serving the Anchorage area and will the program be able to serve 1500 reentrant’s per year?
 - c. Flow of reentry services. How well did they offeror explain the flow of services for individuals who move through their program?
 - d. Evidenced-based practices. What evidenced based screenings, assessments, practices and models will the offeror use in their proposed program and will they create a quality program?
 - e. Deliverables: How well does the offeror align their deliverables with the proposed deliverables, goals and objectives, performance and outcome measures? How well did the offeror’s deliverables align the proposed outcome goals and is it the proposed program achievable?
 - f. Community partnerships and referrals. How will did the offeror describe the collaborations and partnerships necessary for an effective reentry services? Does the description include what organizations they will work with to meet all the deliverables?
 - g. Training. What kind of evidence based or best practices training will the offeror provide for staff and is it relevant to the effective service delivery?
 - h. Gaps and challenges. How well does the offeror describe gaps and challenges, and related solutions, such as additional services?
 - i. Data management. Does the offeror affirm that they will use AKAIMs as the data management? How will does the offeror describe the reports that will be needed, which will include access to ACOMS reports, to provide ongoing quality assurance and to track progress on the outcome goals?
 - j. Transition plan. How well does the offeror explain their transition plan and does it include a timeline? Does the offeror have a facility identified and how soon are they able to start services?

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

Sec. 5.03 MANAGEMENT PLAN FOR THE PROJECT (10%)

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) Is the organization of the project team clear, and does it illustrate the lines of authority, accountability, and communication?
- 3) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 4) Does it appear that the offeror can meet the schedule set out in the RFP?
- 5) Has the offeror gone beyond the minimum tasks necessary to meet the goals and objectives of the RFP?
- 6) To what degree is the proposal practical and feasible?

Sec. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)

Proposals will be evaluated against the questions set out below:

a) Prior experience managing a similar program

- 1) Were the referral sources of the offerors experience similar to this project, relevant and comprehensive? Where the number of reentrants served similar to this program?
- 2) What were the program's deliverables, performance measures and outcome measures? Where they similar to this project and did they demonstrate success?
- 3) What challenges, gaps, and solutions were identified and, were they similar and relevant to this project?

b) Questions regarding the personnel:

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

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

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

- 2) How successful is the general history of the firm regarding timely and successful completion of projects?
- 3) 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%)

Overall, 40% of the total evaluation points will be assigned to cost.

The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

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. Website: <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx>.

Acceptable evidence that the offeror possesses an Alaska business license may consist of any one of the following:

- copy of a valid 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 Dept. of Revenue or Alaska Dept. of Fish and Game,
- liquor licenses issued by Alaska Dept. of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Dept. of Commerce, Community and Economic Development - Division of Insurance, or
- Mining licenses issued by Alaska Dept. 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 perform the site inspections.

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 person, telephonically, or via video conference.

If the contract negotiations take place in person in 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 (NOIA) and send copies to all offerors who submitted proposals. The NOIA 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>.

The preferences and corresponding Statutes are:

- 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 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.

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% 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

A. Formula Used to Convert Cost to Points

STEP 1

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

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.

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

Offeror #3 receives 33.7 points.

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

B. Alaska Offeror Preference

STEP 1

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

$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 10 \text{ Points for the preference}$

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 (including all associated appendices). This form is attached in Section 8: Attachments, for your review. The contractor must comply with all 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 A PART OF THE CONTRACT

Part or 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: <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. 7.06 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 counter-offer and the proposal may be rejected.

Minor informalities may be waived by the procurement officer. These may include 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.

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 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. 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 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. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 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 contact 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

Attachments Included within this document:

- 1) Cost Proposal
- 2) RFP Checklist
- 3) Proposal Evaluation Form
- 4) Certification Regarding Debarment
- 5) Alaska Bidder Preference Certification Form
- 6) Standard Agreement Form - Appendices A – E (includes HIPAA BAA)

Sec. 8.01 ATTACHMENT 1 – COST PROPOSAL

Cost Proposal

The purpose of the cost proposal format below is to allow offerors to submit pricing in a consistent manner that the State can evaluate and score.

The cost proposal template below requires offerors to propose flat rate costs for each of the deliverables, and to estimate the amount of reimbursable expenses they will request, for items they directly provide to program participants. With the exception of the reimbursable expenses, no other cost are billable to the contract. The costs proposed for the deliverables must be all inclusive.

The following notes will provide some guidelines of anticipated services:

- The current budget of this project is expected to cover deliverable services to 1500 or more participants annually. If during the contract year services vastly exceed 1500 participants, the contract may be re-negotiated at the State's discretion.
- Whenever possible, the offeror will ensure that deliverables are billed to Medicaid, and/or participant insurance. Core services that are Medicaid eligible must be billed in accordance with rates established in Community Behavioral Health Medicaid Cover Services.

Estimates of potential expenses based on program history are as follows:

Program (Deliverables 1-9)

- 6% Safe, Sober Stable Housing Services (*first week/transitional, permanent*)
- 6% Job Readiness/Job Training Services
- 13% Case Management Services
- 5% Comprehensive Community Support Services
- 2% Medicaid/Public Assistance Enrollment
- 5% Substance Abuse/Mental Health Treatment Services
- 5% Program Coordination/Assessment
- 7% File Management/Data Tracking
- 6% Enhance Program Model

Reimbursables (Deliverables 10A & 10B)

- 5% Other supports (*transportation, identification, clothing vouchers, parenting class, MAT, MOA Food Handler Cards, Birth Certificates, e.g.*)
- 40% Transitional First Week Out Housing and Permanent Housing

Deliverable		Proposed Monthly Cost
1	Safe, Sober, Stable Housing Service	\$
2	Job Readiness/Job Training Services	\$
3	Case Management Services	\$
4	Comprehensive Community Support Services	\$
5	Medicaid/Public Assistance Enrollment	\$
6	Substance Abuse/Mental Health Treatment Services	\$
7	Program Coordination/Assessment	\$
8	File Management/Data Tracking	\$
9	Enhance Program Model	\$
	Total Monthly Budget for Deliverables 1-9	\$
10A	Hard costs for all items that are provided directly to participants in order to meet program goals are reimbursable via this contract. Pre-approved items are listed in Deliverable 10. Other support items must be approved by the Project Director in advance in order to qualify for reimbursement.	\$
10B	Transitional First Week Out Housing and Permanent Housing	\$
	Total Monthly Budget for Reimbursables (10A & 10B)	\$
Total Proposed Monthly Budget (add Deliverables 1-9 & 10A-10B)		\$
Annualized (multiple X12) This is the amount that will be evaluated. This amount may not exceed the budget maximum of \$799,999.92/year.		\$

Sec. 8.02 ATTACHMENT 2 - RFP CHECKLIST

Important note to offerors: This checklist is provided to assist offerors and the Procurement Officer in addressing and/or locating specific requirements identified in this solicitation.

Offerors must complete and return this form.

Completion of this form does not guarantee a declaration of responsiveness.

Offeror's Name: _____

1. Contact Information

Proposals must include complete contact information (legal name, dba, address, telephone, email, and website) of the firm submitting the proposal.

Proposals must also include the name and full contact information of the person the State should contact regarding the proposal.

Evidence is provided on page #_____.

2. Offeror's Certification

All proposals must be signed by an individual authorized to bind the offeror to the provisions of this solicitation. Certification must include a statement of compliance with all of 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 - g of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

Evidence is provided on page #_____.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Each proposal must include a signed debarment certification form, included in Section 8: Attachments.

Evidence is provided on page #_____.

4. Minimum Prior Experience

The offeror, and any subcontractors, must provide verifiable proof of meeting the minimum prior experience requirements described in Section 1.04. Dates/timelines must be included.

Evidence is provided on page #_____.

5. Vendor Tax ID

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

Evidence is provided on page #_____.

6. Alaska Business License

The offeror, and any subcontractors, hold a valid Alaska business license, or will obtain one. (Proof of business license is required prior to contract award if any of the services will take place in Alaska).

Evidence is provided on page #_____.

7. Cost Proposal Submitted Separately

The cost proposal must be submitted separately from the narrative proposal, either as a separate PDF if submitted via email, or in a separate, sealed envelope if submitted via mail/in person.

No portion of the cost proposal may be included within the body of the narrative proposal.

The Cost Proposal must be completed and submitted at the same time as the proposal, and both must be received by the State prior to the submission deadline.

Did the offeror submit the cost proposal separately? yes / no

Sec. 8.03 ATTACHMENT 3 - PROPOSAL EVALUATION FORM

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

The total number of points used to score each proposal is 1,000.

Person or Firm Name: _____

Initials of Proposal Evaluation (PEC) Member: _____

Date of Review: _____

RFP Number: 200000063

5.01 Understanding of the Project – 5% (50 points)

1) How well has the offeror demonstrated an understanding of the purpose and scope of the project?

Evaluator's Notes: _____

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

Evaluator's Notes: _____

Evaluator's Point Total for 5.01: _____

5.02 Methodology – 15% (150 points)

1) How well does the offeror describe the following components of their proposed program?

- a. Purpose. How does the organization's vision align with the proposed recidivism program?
- b. Target population. Did they identify serving the Anchorage area and will the program be able to serve 1500 reentrant's per year?
- c. Flow of reentry services. How well did they offeror explain the flow of services for individuals who move through their program?
- d. Evidenced-based practices. What evidenced based screenings, assessments, practices and models will the offeror use in their proposed program and will they create a quality program?

- e. Deliverables: How well does the offeror align their deliverables with the proposed deliverables, goals and objectives, performance and outcome measures? How well did the offeror's deliverables align the proposed outcome goals and is it the proposed program achievable?
- f. Community partnerships and referrals. How will did the offeror describe the collaborations and partnerships necessary for an effective reentry services? Does the description include what organizations they will work with to meet all the deliverables?
- g. Training. What kind of evidence based or best practices training will the offeror provide for staff and is it relevant to the effective service delivery?
- h. Gaps and challenges. How well does the offeror describe gaps and challenges, and related solutions, such as additional services?
- i. Data management. Does the offeror affirm that they will use AKAIMs as the data management? How will does the offeror describe the reports that will be needed, which will include access to ACOMS reports, to provide ongoing quality assurance and to track progress on the outcome goals?
- j. Transition plan. How well does the offeror explain their transition plan and does it include a timeline? Does the offeror have a facility identified and how soon are they able to start services?

Evaluator's Notes: _____

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

Evaluator's Notes: _____

Evaluator's Point Total for 5.02: _____

5.03 Management Plan – 10% (100 points)

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

Evaluator's Notes: _____

- 2) Is the organization of the project team clear, and does it illustrate the lines of authority, accountability, and communication?

Evaluator's Notes: _____

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

Evaluator's Point Total for 5.02: _____

5.04 Experience and Qualifications – 20% (200 points)

a) Prior experience managing a similar program

- 1) Is the offeror's experience equivalent in nature to the work required for the State of Alaska?

Evaluator's Notes: _____

- 2) Are the referral sources into the program similar to this project, relevant and comprehensive? Where the number of reentrants served similar to this program?

Evaluator's Notes: _____

- 3) Were the referral sources of the offerors experience similar to this project, relevant, and comprehensive?
Where the number of reentrants served similar to this program?

Evaluator's Notes: _____

- 4) What challenges, gaps and solutions were identified, and were they similar and relevant to this project?

Evaluator's Notes: _____

b) Questions regarding the personnel:

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

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

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

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

Evaluator's Notes: _____

Evaluator's Point Total for 5.04: _____

The total points possible for the technical evaluation sections above is 500.

The remaining 500 points are allocated to cost (400) and the Alaska Offeror's Preference (100)

Sec. 8.04 ATTACHMENT 4 - CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed by the contractor that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions must be signed along with the contract documents.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

Before completing this certification, read the instructions on the following page, which are an integral part of the certification.

1. The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Sec. 8.05 ATTACHMENT 5 – ALASKA BIDDER PREFERENCE CERTIFICATION FORM



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: [Click or tap here to enter text.](#)

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1. _____	2. _____
3. _____	4. _____
5. _____	6. _____

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

☐ YES ☐ NO

If **YES**, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

☐ YES ☐ NO

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

☐ YES ☐ NO

If **YES**, please complete the following information:

A. Place of Business

Street Address: [Click or tap here to enter text.](#)

City: [Click or tap here to enter text.](#)

ZIP: [Click or tap here to enter text.](#)

“Place of business” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ YES ☐ NO

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

☐ YES ☐ NO

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

☐ YES ☐ NO

3) Do you certify that the resident(s) used to meet this requirement is claiming residency **ONLY** in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

☐ YES ☐ NO

4) Do you certify that the resident(s) used to meet this requirement is **NOT** obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

☒ YES ☐ NO

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated or qualified to do business under the laws of the state?**

☐ YES ☐ NO

If **YES**, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

B. A **sole proprietorship** AND the proprietor is a resident of the state?

☐ YES ☐ NO

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

☐ YES ☐ NO

Please identify each member by name: [Click or tap here to enter text.](#)

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

☐ YES ☐ NO

Please identify each partner by name: [Click or tap here to enter text.](#)

Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

A. A **sole proprietorship** owned by an Alaska veteran?

☐ YES ☐ NO

B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?

☐ YES ☐ NO

C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?

☐ YES ☐ NO

D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?

☐ YES ☐ NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ **YES** ☐ **NO**

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name

Title

Date

Signature

Sec. 8.06 ATTACHMENT 6 – TEMPLATE STANDARD AGREEMENT FORM (WITH APPENDICES)

1. Agency Contract Number	2. Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number		7. Alaska Business License Number
This contract is between the State of Alaska,			
8. Department of Health and Social Services		Division	hereafter the State, and
9. Contractor hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10.</p> <p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract</p> <p>2.2 Appendix B (Indemnity and Insurance) sets forth the liability and insurance provisions of this contract</p> <p>2.3 Appendix C (Description of Services) sets forth the services to be performed by the Contractor</p> <p>2.4 Appendix D (Payment for Services) sets forth the provision for payment</p> <p>2.5 Appendix E (Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Business Associate Agreement) governs the use of Protected Health Information under this contract</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____ and ends on _____</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed <u>\$0,000.00</u> in accordance with the provisions of Appendix D.</p>			
11. Department of Health and Social Services		Attention: Contracts Support Team	
Mailing Address P.O. Box 110650, Juneau, Alaska 99811-0650		Attention: Contracts Section	
12. CONTRACTOR		14. CERTIFICATION	
Name of Firm		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 alterations 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.	
Signature of Authorized Representative			
Date			
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division Health & Social Services /		Date	
Signature of Project Director		Typed or Printed Name	
Date		Title	
Typed or Printed Name of Project Director			
Title			

02-93 (Rev. 04-14)

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

Appendix A General Provisions

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

Appendix 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 will provide a letter stating that they work independently; therefore have no need to carry Workers Compensation coverage.

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

Appendix C

Description of Services

Should there be a conflict among documents. The following order of precedence shall govern the resolution of conflicts:

First, this contract document,

Second, the RFP,

Third, the proposal.

Appendix D Payment for Services

Payment for services provided under this contract shall not exceed **\$0,000.00** for the period of performance of this contract.

The Contractor will submit detailed invoice(s) for services performed in accordance with Appendix C.
The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Each invoice must:

- reference the Contractor's name, address and phone number;
- reference the contract number;
- include an invoice number;
- itemize the contractual services provided during the period invoiced as described in Appendix C.

The Contractor shall submit invoices to the email address specified below no later than 30 days after the end of each month for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

Email invoices to:

hss.fms.contracts.invoicing@alaska.gov

(please reference the contract number in the subject line)

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.