

STATE OF ALASKA REQUEST FOR PROPOSALS



PSYCHOLOGICAL EVALUATION SERVICES

RFP 210000018

ISSUED **AUGUST 27, 2020**

ISSUED BY:

DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections, Division of Administrative Services (department), is soliciting proposals for psychological evaluation services for department applicants and employees throughout the State of Alaska. A more detailed description of services is in the scope of work in Section 3.

SEC. 1.02 BUDGET

The department estimates an annual budget between \$150,000.00 and \$200,000.00 dollars; however, the department may consider proposals priced outside this range. The department may award multiple contracts resulting from this RFP per Section 6.17 Multiple Awards. If Multiple Awards are made, contract funding may be distributed and encumbered based on contract expenditures. Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Time on **September 17, 2020**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

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

- 1) The offeror must hold a professional license from the State of Alaska prior to contract award, or by a date set by the department. The professional license details must indicate the following on the State of Alaska, Department of Commerce, Community, and Economic Development, Corporations, Business & Professional Licensing website <https://www.commerce.alaska.gov/CBP/Main/SearchInfo.aspx>

License Details

- Program: Psychology
- Type: Psychologist
- Status: Active

OR

License Details

- Program: Medical
- Type: Physician
- Status: Active
- Type: Psychiatry

- 2) Must have completed a minimum of 200 psychological assessments of public safety officer positions in the criminal justice field such as for; Police, State Troopers, Corrections Officers and Probation Officers. The offeror must submit with their proposal an affidavit verifying this minimum requirement has been met. A notary public and the offeror must sign the affidavit.

An offeror's failure to meet the licensing requirement or prior experience requirement will cause their proposal to be considered non-responsive and their proposal will be 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

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

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

PROCUREMENT OFFICER: Gary Bailey – PHONE (907) 269-7344 – FAX (907) 269-7345 – TDD (907) 269-7444

SEC. 1.07 RETURN INSTRUCTIONS

Do Not submit a response through IRIS Vendor Self-Service (VSS).

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

Department of Corrections
Division of Administrative Services
Attention: Gary Bailey
Request for Proposal (RFP) Number: 210000018
RFP Title: Psychological Evaluation Services
550 W 7th Ave, Suite 1800
Anchorage, AK 99501

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

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

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

It is the offeror's responsibility to contact the issuing agency at **269-7344 OR BY EMAIL** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

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

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

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

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 accordingly. All times are Alaska Time.

- Issue RFP **AUGUST 27, 2020**,
- Deadline for Receipt of Proposals **SEPTEMBER 17, 2020**,
- Proposal Evaluation Committee complete evaluation by **SEPTEMBER 25, 2020**,
- State of Alaska issues Notice of Intent to Award a Contract **OCTOBER 2, 2020**,
- State of Alaska issues contract **OCTOBER 14, 2020**,
- Contract start **NOVEMBER 1, 2020**.

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

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held due to COVID -19. However, if it is determined that one is needed it will be telephonic. Offerors are encouraged to ask questions and submit them in writing (email is fine) as soon as possible but not less than 72 hours prior to proposal due date.

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 Alaska Police Standards Council is a regulatory and quasi-judicial body that was created by Senate Bill 1, Chapter 178, and enacted by the State Legislature, effective July 7, 1972. The Legislature granted the Council the power to adopt regulations establishing minimum selection and training standards for employment as police officers as well as other regulations for the administration of the act. In 1988 House Bill 367 expanded the Council's jurisdiction to include corrections, probation, and parole officers. The Alaska Administrative Code 13 AAC 85.210 regulates the minimum qualifications for the selection of the positions listed above to include taking the Department of Corrections (department) psychological screening examination.

The department's Division of Administration Services, Human Resource section is responsible for recruitment and initial screening processes for the following positions subject to the Alaska Police Standards Council; Correctional Officers and Adult Probation Officers. The Human Resource section conducts and coordinates background investigations and ensures all applicants and new hires meet the requirements of the Alaska Police Standards Council Regulations regarding employability.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Corrections, Division of Administrative Services (department) is soliciting proposals for a broad range of psychological services to include Pre-Employment Psychological Evaluations (PEPE), Fit-for Duty Evaluations (FFDE) and Consultation services. The job classifications that require Pre-Employment Psychological Evaluations and FFDE are; correctional officers (who don't carry weapons), probation officers (who carry weapons) and prisoner transportation officers (who carry weapons).

The contractor must have the ability to provide services either onsite at a department location or through video or teleconference. See section 3.03 Video Conference Evaluation for further details. The department will request these services from the successful offeror (contractor) on an as-needed basis and doesn't guarantee a minimum or maximum amount. The project will be managed by the department's Human Resources Office (project manager) located in Juneau, AK.

The contractor must have the ability to expand the anticipated annual service amounts if requested by the department. Contract services must comply with all applicable local, state and federal laws to include but not limited to; Federal Civil Rights Act of 1964, Equal Employment Opportunity Act and Uniform Guidelines on Selection Procedures, American with Disabilities Act of 1990 and associated regulations, Standards of Educational and Psychological Testing and Pre-Employment Psychological Services guidelines adopted by the International Association of Chiefs of Police (IACP) Police Psychological Services Section (1998), Alaska Police Standards Council (APSC) and Alaska Administrative Code 13 AAC 85.210 (a) (6).

Task 1 – Pre-Employment Psychological Evaluations (PEPE):

The contractor shall conduct Pre-Employment Evaluations (PEPE) using nationally recognized and validated objective tests to assess job suitability. These tests will be used to identify job-relevant, psychopathology and behavior that are important in assessing job suitability issues. The department anticipates up to 150 PEPE to be conducted annually. Once a PEPE is conducted the contractor must email the project manager the next working day after a checklist that provides the PEPE rating and pass/fail of APSC. If the contractor requires additional time to determine a rating for an exam the contractor will send the preliminary results and place them in deferred status.

Task 2 – Psychological Fitness for Duty Evaluations (FFDE):

At the department's request the contractor shall perform FFDE. The purpose of FFDE is to determine if a current department employee can safely perform essential elements of their job, and that an inability may be related to psychological reasons. The contractor may be requested to consult with department personnel regarding FFDE. The department anticipates up to 5 FFDE to be conducted annually.

Task 3 – Consultation:

The contractor shall provide up to 3 hours per month of consultation to the department at no additional cost. Additional time is billable, and the project manager must approve any additional time. The department may request the contractor to consult with certain department personnel, such as FFDE.

SEC. 3.02 ASSESSMENT MATERIALS

Offeror's shall detail the assessment materials they propose to use for Task 1 PEPE and Task 2 FFDE and by each job class specified in the RFP. Offeror's must include an explanation for the use of each test. Assessment materials shall be included in the offeror's rates and must be nationally recognized and validated assessment materials. If during the contract term the contractor needs to change the assessment materials specified in the contractor, they must seek prior department approval. The department reserves the right to request the use of other assessment instruments for these three job classes.

SEC. 3.03 VIDEO CONFERENCE EVALUATION

The department intends for the contractor to utilize video conference equipment when conducting PEPE and FFDE. The contractor may propose to utilize their own equipment or use the department's equipment.

If the contractor proposes to use their own equipment, the equipment must meet HIPPA requirements and is acceptable to the department. The department reserves the right to restrict certain types of video conference equipment and methods. The contractor must provide their own PC and webcam. The department has systems that currently support Polycom, Skype for Businesses, Cisco WebEx, TEAMS and MegaMeeting.

Video conference evaluations must comply with local, State and Federal guidelines that are to be detailed in the offeror's proposal. The contractor is responsible for costs associated with compliance costs. Offeror's must detail their video conference evaluation service plan. Regardless if the contractor uses their own equipment or the department's equipment the contractor must include all travel costs to use the equipment.

SEC. 3.04 SCHEDULING

The contractor must have the ability to be flexible with scheduling evaluations with the department to include; the amount of PEPE, FFDE, location and time. The contractor may only charge for completed evaluations. The contractor shall not charge the department for evaluations the contractor did not complete. Reasons an evaluation wasn't conducted may include but no limited to; weather or applicant cancelation (no show).

SEC. 3.05 APPLICANT DATABASE

At the department's request the contractor shall maintain an applicant database that details at a minimum; job class, date screened and selection recommendation. Other fields and databases may be requested such as a Equal Employment Opportunity Commission database. The department may request the database file to be shared with the department in a format (Excel or Portable Document Format) agreeable to the department. See section 3.08 Format of Reports and Data for further information. The formation, data entry and maintenance of databases are at no cost to the department and shall be included in the contractors proposed rates.

SEC. 3.06 CONTRACTOR ABSENCE AND CONFLICT OF INTEREST

The offeror must notify and coordinate with the scheduling office in the event of an extended leave of absence (in excess of 14 days), or if a conflict of interest has been determined to exist that would require the successful offeror to recuse him/herself. The project manager will determine the validity of the conflict of interest claim.

SEC. 3.07 EXPERT WITNESS

Although historically rare the contractor shall provide professional expertise as a witness for the department. This may occur if litigation should arise against the State of Alaska that stems from personnel selection action taken by the department based on the advice or recommendation of the psychologist conducting the applicant/employee

assessment. Any cost associated with providing in-person testimony as stated above will be the responsibility of the contractor. The department will assist the contractor in scheduling (if possible) in-person testimony concurrent with regularly scheduled on-site interviewing services.

SEC. 3.08 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately 11/1/2020 through 6/30/21 with optional renewals to be exercised at the sole discretion of the department up to 10/31/2023. Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

The approximate contract schedule is as follows:

Initial Term:	11/1/2020 – 6/30/2021
Optional Renewal:	7/1/2021 – 6/30/2022
Optional Renewal:	7/1/2022 – 6/30/2023
Optional Renewal:	7/1/2023 – 10/31/2023

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

SEC. 3.09 FORMAT OF REPORTS AND DATA

If needed, the contractor will be expected to provide electronic reports and data in a format compatible with the department's systems and formats, and it will be the contractor's responsibility to create the data files. This includes data entry and the development of any automated interfaces to the contractor's information systems or data entry software needed for this purpose. Any reports or records compiled by the contractor shall remain the department's property.

SEC. 3.10 TRAVEL

The contractor shall ensure any travel conducted under the resulting contract will be in accordance with the Alaska Administrative Manual, Section 60 Travel <http://doa.alaska.gov/dof/manuals/aam/resource/60t.pdf>. Travel frequency, Alaska location and duration is dependent upon the needs of the department. The department may include a travel budget in the resulting contract or manage travel through the State's Travel Authorization process.

SEC. 3.11 RIGHT TO AUDIT RECORDS

AS 36.30.420 states: The State may audit the books of a contractor or a subcontractor to the extent that the books and records relate to the performance of the contract or subcontract. Books and records shall be maintained by the contractor for a period of three years after the date of final payment under the prime contract, and by the subcontractor for a period of three years after the date of final payment under the subcontract, unless a shorter period is authorized in writing by the commissioner.

SEC. 3.12 TRANSITION AT END OF CONTRACT

The contractor agrees to assist the department and any subsequent provider in facilitating the transition between providers in the event of termination or completion of this contract. This includes extensions of this agreement at current rates to cover transition periods. The contractor shall provide for the transfer of rudimentary clinical information to the subsequent provider. Minimum clinical treatment file information includes assessments, and current program

status with a signed consent to release from each client. If there is no subsequent provider, the contractor needs to prepare any program data and files and send to the department at a date/time and place designated by the department. This clause is a condition precedent to the contractor's right to receive any final payment of funds under this contract.

SEC. 3.13 RESEARCH

Any research conducted under the terms of the contract must receive prior written approval by the Commissioner of Corrections, or designee. A written description of the research project must be submitted prior to consideration for approval. In addition, all research projects must comply with the provisions of Policy and Procedure 501.02.

SEC. 3.14 CONTINUING EDUCATION

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

SEC. 3.15 INVESTIGATION AND LITIGATION

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

SEC. 3.16 DEPARTMENT POLICIES AND PROCEDURES

The contractor will assure that all individuals providing services under the terms of the contract read and sign department Policies and Procedures 202.01, Code of Ethical Professional Conduct, and 202.15, Standards of Conduct. Copies of these department Policies and Procedures can be found at the link provided below. The department reserves the right to exclude from use under this contract any person deemed by the department to be incompatible with the goals, mission, security or safety of its program. Policies and Procedures pertaining to this RFP can be found under 201.05 Psychological Assessment and 202.14 Alaska Police Standard Background Investigations. See below link to the department's Policies and Procedures. The contractor may be required to comply with the Prison Rape Elimination Act (PREA) and complete PREA documents at the project managers request.

<http://www.correct.state.ak.us/commissioner/policies-procedures>

SEC. 3.17 CONTRACT PERSONNEL BACKGROUND CHECKS

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

SEC. 3.18 CONTRACT TYPE

This contract is a firm fixed price contract. Proposed costs will remain the same until the contract expires or 10/31/2023.

SEC. 3.19 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. 3.20 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. 3.21 CONTRACT PAYMENT

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

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

SEC. 3.22 LOCATION OF WORK

The department anticipates most of the work to be conducted by video conference. Anchorage, Fairbanks and Juneau are the three main service locations the contractor may be required to provide onsite services at. However, the contractor may be requested to provide services anywhere in the State of Alaska.

The state may provide workspace such as a private room with table/chairs and electric/data access, for the contractor. The contractor must have the ability to provide its own workspace.

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. 3.23 THIRD PARTY SERVICE PROVIDERS

No third-party providers allowed.

SEC. 3.24 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 shall be considered in determining whether the offeror meets the requirements set forth in section 1.04 Prior Experience.

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

- complete name of the subcontractor;

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

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

SEC. 3.25 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.26 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. 3.27 F.O.B. POINT

Not Applicable to this RFP.

SEC. 3.28 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. 3.29 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. 3.30 LIQUIDATED DAMAGES

Not applicable to this RFP.

SEC. 3.31 CONTRACT CHANGES - AMENDMENTS

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

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

SEC. 3.32 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, HIPAA and HITECH. 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. The department may require the contractor to notify affected individuals and contact applicable federal authorities such as the Department of Health and Social Services and the Office for Civil Rights. The contractor is responsible for all compliance and notification costs.

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

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- Applicant information

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. 3.33 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 following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

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

SEC. 3.34 BUSINESS ASSOCIATE AGREEMENT

The contractor will be required to sign and submit the State's Business Associate Agreement (Appendix E). This form is attached in section 8 Attachments for your review. The contractor must comply with the 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 E must be set out in the offeror's proposal.

SEC. 3.35 TERMINATION FOR DEFAULT

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

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

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

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

Proposals should be organized in the following manner:

- 1) Table of Contents
- 2) Introduction
 - Offeror Information and Assurance form
 - Alaska Preference Certifications, if applicable
 - Conflict of Interest statement
 - Investigation and Litigation statement
- 3) Technical Proposal
 - Understanding of the Project and Plan for Service
 - Budget Narrative
 - Experience and Qualifications

Cost Proposal

SEC. 4.03 TECHNICAL PROPOSAL

A. Understanding of Work to be Performed and Plan for Service:

Offerors must provide comprehensive narrative statements that set out their understanding of the department's needs. Offeror's must detail how they'll meet the requirements set out in Section Three. The Technical Proposal should not merely paraphrase department requirements but instead demonstrate an understanding of the scope of work, assumptions and any issues involved.

Budget Narrative:

Offerors may submit a brief budget narrative that will explain the discount rates submitted and how the discount and escalating discount rates (if applicable) offered were determined. Include an explanation of all proposed subcontract values, if applicable.

Experience and Qualifications:

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP that illustrates the lines of authority. The offeror must identify their contract liaison, contact information and an overview of their job responsibilities.

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

SEC. 4.04 COST PROPOSAL

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates; direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SEC. 4.05 EVALUATION CRITERIA

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

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 TECHNICAL PROPOSAL (50%)

Understanding of the Project and Plan for Service (25%)

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) Does the plan depict a logical approach to fulfilling the RFP requirements, Tasks and objectives?
- 3) Has the offeror demonstrated that it understands the State's schedule and the need to remain flexible with the department scheduling needs?
- 4) How well has the offeror identified pertinent issues and potential problems related to the project? If so, are feasible solutions proposed?
- 5) How well has the offeror demonstrated that it understands the Tasks outlined in the RFP and has provided sufficient detail as to how the task will be performed?
- 6) Are workflow processes between the department and the contractor detailed and clear?
- 7) Has the offeror proposed a feasible Video Psychological Evaluation solution? Is the plan clear and requirements fully explained?
- 8) How well does the offeror describe using nationally recognized testing materials and methods? How well has the offeror explained how each test will be used and for which job class and Task?
- 9) Has the offeror explained an understanding of the three job classes covered in this RFP?
- 10) Has the offeror indicated using International Association of Chiefs of Police testing guidelines?
- 11) How thoroughly has the offeror described their grading scale, is it adequate?
- 12) How well has the offeror identified and explained the validation process?
- 13) How thorough is the offeror's understanding of the Suitability Recommendation? Has the offeror provided two samples (meet and does not meet APSC standards) of Suitability Recommendations? How well do the examples meet the needs of the department?
- 14) How well does the offeror's plan illustrate the ways the offeror will manage, coordinate and communicate with the department?
- 15) Is the proposal practical and feasible?
- 16) Has the offeror described their ability to expand services if the need arises?
- 17) How well has the offeror detailed their budget narrative and clearly identified all direct and indirect costs?

Experience and Qualifications (25%)

Proposals will be evaluated against the questions set out below:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the offeror's experience conducting Pre-Employment Psychological and Fit for Duty Evaluations for law enforcement agencies? Has the offeror indicated how many they have completed?
- d) Has the offeror explained their experience providing expert testimony for the services covered under the RFP? How extensive is the offeror's experience providing expert testimony?
- e) How extensive is the applicable education and experience of the personnel designated to work on the project?
- f) How well has the firm demonstrated experience in completing similar projects on time and within budget? How successful is the general history of the firm regarding timely and successful completion of projects?
- g) How well is accountability completely and clearly defined?
- h) Are organizational charts provided and is the organization of the project team and support staff clear?
- i) Has the firm provided letters of reference from previous clients?
- j) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?
- k) If a subcontractor is used how clear is the contractor's approach in using the subcontractor?
- l) Has the offeror provided litigation details, if applicable?

SEC. 5.02 CONTRACT COST (40%)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

Converting Cost to Points

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

SEC. 5.03 ALASKA OFFEROR PREFERENCE (10%)

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

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion

concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the conference room Suite 1800 on the 18th floor of the Atwood Bldg. Building in Anchorage, Alaska.

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or

- if the offeror and the state, after a good faith effort, simply cannot come to terms,

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

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

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

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

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

Sec. 6.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

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

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

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

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES**(a) FORMULA USED TO CONVERT COST TO POINTS****STEP 1**

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

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

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

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

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

STEP 2

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

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

STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

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

STEP 4

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

SECTION 6.17 MULTIPLE AWARDS

The department may award multiple contracts resulting from this RFP. The department will rank contractors based on the evaluation criteria in section five evaluation criteria and contractor selection. The contractor with the most points will be ranked first. The department intends to request services from the highest ranked contractor first.

The department may consider other factors when requesting service from a contractor such as; delivery of service, cost effectiveness and other elements.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** for your review please do not sign or date this is a sample only. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document.

SEC. 7.02 QUALIFIED OFFERORS

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

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

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

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.05 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 7.06 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 7.09 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 DISPUTES

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

SEC. 7.11 SEVERABILITY

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

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

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

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

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal Form
- 2) Proposal Evaluation Form
- 3) Offeror Information and Assurance Form
- 4) Alaska Bidder Certification
- 5) Standard Agreement Form - Appendix A
- 6) Appendix B2
- 7) Business Associate Agreement – Appendix E
- 8) Request for Clearance
- 9) Policy 202.01a
- 10) Policy 202.15a
- 11) Correctional Officer I and II Class Specifications
- 12) Adult Probation Officer I and II Class Specifications
- 13) Notice of Intent to Award
- 14) Checklist

COST PROPOSAL FORM
Pre-Employment Psychological Evaluations**Attachment 1**

Offerors must use this form to enter data that will be utilized to determine the proposed cost for provision of services. Do not modify the quantities listed as they are used for evaluation purposes to convert the cost to points. Hourly rates shall not exceed the tenth decimal place. See RFP section 4.07 Cost Proposal for further information.

Offeror's Name (Agency or Individual): _____

Service Cost Schedule					
Task Number	Service Requirement	Job Class	Number per Year	Unit Cost	Total Cost
One	Pre-Employment Psychological Evaluations	Correctional Officer	300	\$	\$
One	Pre-Employment Psychological Evaluations	Probation Officer	300	\$	\$
One	Pre-Employment Psychological Evaluations	Prisoner Transportation Officer	80	\$	\$
Two	Fit for Duty Evaluations	Correctional Officer	10	\$	\$
Two	Fit for Duty Evaluations	Probation Officer	10	\$	\$
Two	Fit for Duty Evaluations	Prisoner Transportation Officer	10	\$	\$
Three	Consultation	Department	96 Hours per year	\$ per hour	\$
A. Total Service Cost					\$

Travel Expense Schedule (To Anchorage, AK)			
Item	Estimated Quantity	Unit Cost	Total Cost
Airfare	1 Roundtrip	\$	\$
Lodging	2 Nights	\$	\$
Per Diem	3 Days	\$	\$
Rental Car	3 Days	\$	\$
B. Total Travel Expenses			\$

C. Total Proposed Cost (A + B = C)	\$
---	-----------

NOTE: Do not enter additional information or change anything on this form.

Attachment 2

EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

TECHNICAL PROPOSAL (50%)**Understanding of the Project and Plan for Service (25%)**

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) Does the plan depict a logical approach to fulfilling the RFP requirements, Tasks and objectives?

- 3) Has the offeror demonstrated that it understands the State's schedule and the need to remain flexible with the departments scheduling needs?

- 4) How well has the offeror identified pertinent issues and potential problems related to the project? If so, are feasible solutions proposed?

- 5) How well has the offeror demonstrated that it understands the Tasks outlined in the RFP and has provided sufficient detail as to how the task will be performed?

- 6) Are workflow processes between the department and the contractor detailed and clear?

- 7) Has the offeror proposed a feasible Video Psychological Evaluation solution? Is the plan clear and are requirements fully explained?

- 8) How well does the offeror describe using nationally recognized testing materials and methods? How well has the offeror explained how each test will be used and for which job class and task?

- 9) Has the offeror explained an understanding of the three job classes covered in this RFP?
-
- 10) Has the offeror indicated using International Association of Chiefs of Police testing guidelines?
-
- 11) How thoroughly has the offeror described their grading scale, is it adequate?
-
- 12) How well has the offeror identified and explained the validation process?
-
- 13) How thorough is the offeror's understanding of the Suitability Recommendation? Has the offeror provided two samples (meet and does not meet APSC standards) of Suitability Recommendations? How well do the examples meet the needs of the department?
-
-
- 14) How well does the offeror's plan illustrate the ways the offeror will manage, coordinate and communicate with the department?
-
- 15) Is the proposal practical and feasible?
-
- 16) Has the offeror described their ability to expand services if the need arises?
-
- 17) How well has the offeror detailed their budget narrative and clearly identified all direct and indirect costs?
-

TOTAL POINTS FOR UNDERSTANDING OF PROJECT & PLAN FOR SERVICE _____

Experience and Qualifications (25%)

Proposals will be evaluated against the questions set out below:

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

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

- 3) How extensive is the offeror's experience conducting Pre-Employment Psychological and Fit for Duty Evaluations for law enforcement agencies? Has the offeror indicated how many they have completed?

- 4) Has the offeror explained their experience providing expert testimony for the services covered under the RFP? How extensive is the offeror's experience providing expert testimony?

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

- 6) How well has the firm demonstrated experience in completing similar projects on time and within budget? How successful is the general history of the firm regarding timely and successful completion of projects?

- 7) How well is accountability completely and clearly defined?

- 8) Are organizational charts provided and is the organization of the project team and support staff clear?

- 9) Has the firm provided letters of reference from previous clients?

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

- 11) If a subcontractor is used how clear is the contractor's approach in using the subcontractor?

- 12) Has the offeror provided litigation details, if applicable?

TOTAL POINTS FOR EXPERIENCE AND QUALIFICATIONS _____

CONTRACT COST (40%) – (This will be calculated by the Procurement Officer and provided PEC members.)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

Converting Cost to Points

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

TOTAL POINTS FOR COSTS _____

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.

TOTAL POINTS ALASKA OFFEROR PREFERENCE (0 or 10) _____

OFFEROR INFORMATION AND ASSURANCE FORM Attachment 3

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

B. Offeror's Address: _____

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

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

D. Alaska Business License Number: _____

E. Internal Revenue or Social Security Number: _____

F. Professional Registration Number (if applicable): _____

G. Recipient Contact Person: _____

H. Authorized Representative: _____

I. **TERMS AND CONDITIONS:** By signature on this page, the Offeror certifies that it is complying with all terms and conditions set out in this RFP.J. The Offeror(s), by execution of the **Offeror Information & Assurance Form**, agrees to be bound by the terms of the RFP and proposal for a period of not less than ninety (90) days after the proposal due date.

K. By signature of this page the offeror(s) certifies that it meets the Minimum Requirements per RFP section 2.08 Prior Experience.

Offeror's Authorized Signature and Title*

Date (Month, Day and Year)

(must be sworn before a notary public)

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

NOTARY PUBLIC

My commission expires:

* Proposals must be signed by an individual authorized to bind the offeror to its provisions, see section 1.08.

CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE Attachment 4

I am the offeror or a duly authorized agent of the offeror, and I certify that the offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the offeror and which could affect the award of the Request for Proposals to the offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

1. As of the deadline for receipt of the proposals, the offeror possesses a valid Alaska business license in any one of the following forms:
 - a copy of an Alaska business license;
 - certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
 - a canceled check for the Alaska business license fee;
 - a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; OR
 - a sworn notarized affidavit that the offeror has applied and paid for the Alaska business license.
2. In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
 - (a) is submitting a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
 - (b) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
 - (c) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state, is a limited liability company* (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership* under AS 32.06 or AS 32.11 and all partners are residents of the state; AND
 - (d) if a joint venture*, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

Signature of Offeror or Offeror's Authorized Agent

Date

Printed Name

* See additional required information at RFP section 6.13 Alaska Bidder Preference

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES**Attachment 5**

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
10.			
ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the contractor. ARTICLE 3. Period of Performance: The period of performance for this contract begins ____, and ends ____. ARTICLE 4. Considerations: 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D. 4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of	Attention: Division of		
Mailing Address	Attention:		

12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

APPENDIX A

SECTION 9. 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.

RFP Checklist
Pre- Employment Psychological Evaluations
RFP 210000018

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

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

SECTION	DESCRIPTION	✓
1.04	Signed affidavit	
1.07	Sealed original proposal submitted by <u>September 17, 2020 @ 2PM AST.</u>	
1.08	Requirements per this section	
4.01	Proposal meets and includes items in Proposal Format and Content	
4.02	Introduction	
4.03	Technical Proposal	
4.03	Budget Narrative (sealed separately with cost proposal form)	
4.04	Cost Proposal Form (sealed separately)	
6.12	Certification of Entitlement to the Alaska Bidder Preference and other preferences, if applicable	

**APPENDIX E
STATE OF ALASKA
DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 ("HIPAA")
BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement is between the State of Alaska, Department of Corrections ("Covered Entity" or "CE") and contractor INSERT ("Business Associate" or "BA").

RECITALS

Whereas,

- A. CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information ("PHI");
- B. It is the goal of CE and BA to protect the privacy and provide for the security of PHI owned by CE that is disclosed to BA or accessed, received, stored, maintained, modified or retained by BA in compliance with HIPAA (42 U.S.C. 1320d – 3120d-8) and its implementing regulations at 45 C.F.R. 160 and 45 C.F.R. 164 (the "Privacy and Security Rule"), the Health Information Technology for Economic and Clinical Health Act of 2009 (P.L. 111-5) (the "HITECH Act"), and with other applicable laws;
- C. The purpose and goal of the HIPAA Business Associate Agreement ("BAA") is to satisfy certain standards and requirements of HIPAA, HITECH Act, and the Privacy and Security Rule, including but not limited to 45 C.F.R. 164.502(e) and 45 C.F.R. 164.504(e), as may be amended from time to time;

Therefore, in consideration of mutual promises below and the exchange of information pursuant to the BAA, CE and BA agree as follows:

1. Definitions.

- a. General: As used in this BAA, the terms "Protected Health Information," "Health Care Operations," and other capitalized terms have the same meaning given to those terms by HIPAA, the HITECH Act and the Privacy and Security Rule. In the event of any conflict between the mandatory provisions of HIPAA, the HITECH Act or the Privacy and Security Rule, and the provisions of this BAA, HIPAA, the HITECH Act or the Privacy and Security Rule shall control. Where the provisions of this BAA differ from those mandated by HIPAA, the HITECH Act or the Privacy and Security Rule but are nonetheless permitted by HIPAA, the HITECH Act or the Privacy and Security Rule, the provisions of the BAA shall control.
- b. Specific:
 - 1) Business Associate: "Business Associate" or "BA" shall generally have the same meaning as the term "business associate" at 45 C.F.R. 160.103.
 - 2) Covered Entity: "Covered Entity" or "CE" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103.
 - 3) Privacy and Security Rule: "Privacy and Security Rule" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

2. Permitted Uses and Disclosures by Business Associate.

- a. BA may only use or disclose PHI for the following purposes: in the rendering of services as described in Appendix C of contract 2044912.
- b. BA may use or disclose PHI as required by law.

State of Alaska
Department of Corrections
REQUEST FOR CLEARANCE
for
Contractor/Contract Staff Background Checks

Date: _____

Applicant Name: _____

Mailing Address: _____

Purpose of this check: _____

Date of Birth: _____ Social Security # : _____

Alaska driver's license #: _____

Other states applicant has resided in and the dates: _____

Prior criminal history (including the state the offense occurred in) _____

Is applicant currently on probation or parole? _____ If yes, where? _____

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

Clearance requested by (Contractor): _____

Address: _____ Phone: _____

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

Signature of applicant: _____ Date: _____

Contractor's signature: _____ Date: _____

Department Use Only

APSIN/WANTS:	Clear: _____	Wants: _____	See Attached: _____
NCIC/WANTS:	Clear: _____	Wants: _____	See Attached: _____
Criminal History Check (Alaska)	No record found: _____	See Attached: _____	
Criminal History Check (other states)	No record found: _____	See Attached: _____	


Approved by: _____ Date: _____

Contract Oversight Officer/Superintendent,
Division of Institutions

Request Granted: _____ Request Denied: _____

Reason for denial: _____

DOC Staff Signature/Title: _____ Date: _____

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

I. Authority

In accordance with 22 AAC 05.155, the Department will maintain a manual composed of policies and procedures established by the Commissioner to interpret and implement relevant sections of the Alaska Statutes and 22 AAC.

II. ReferencesAlaska Statutes

AS 18.80.200, AS 39.52.010-.960, AS 39.90.010-.150

Alaska Administrative Code

13 AAC 85.230

III. Purpose

To establish uniform procedures within the Department for ethical and professional conduct of staff, contractors and volunteers.

IV. Application

All staff, contractors and volunteers

V. Definitions

A. Ethical: Conforming to a standard of what is right and good.

B. Professional: Behavior and conduct befitting a person employed in a position of public trust.

VI. Policy

Every employee, volunteer and contractor shall abide by the Alaska Police Standards Council Code of Ethics for Correctional, Probation, and Parole Officers.

VII. Procedures

A. All employees and contractors shall review and sign the Code of Ethical Professional Conduct for Employees (Form 202.01A). Failure to do so may result in disciplinary action.

B. A copy of the signed form shall be maintained in the employee's permanent personnel file, or for a contractor, in a file maintained by the Division of Administrative Services for this purpose.

C. If employees, supervisors, or managers do not understand any portion of the Code, it is their responsibility to request clarification from their supervisors prior to signing the form.

D. Employees, including supervisors and managers, who violate the Code of Ethical Professional Conduct are subject to corrective or disciplinary action.

E. All volunteers shall review and sign the Code of Ethical Professional Conduct for Volunteers (Form 202.01B). A copy of the signed form will be retained by the Institutional Volunteer Supervisor.

VIII. Implementation

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

10.17.2014

Date

SIGNATURE ON FILE





Joseph D. Schmidt, Commissioner
Department of Corrections

Applicable Forms to this Policy:

202.01A (Code of Ethical Professional Conduct for Employees)

202.01B (Code of Ethical Professional Conduct for Volunteers)

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

<p align="center">STATE OF ALASKA DEPARTMENT OF CORRECTIONS</p>  <p align="center">POLICIES & PROCEDURES</p>	SECTION: Administration		PAGE: Page 1 of 12				
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	TITLE: Standards Of Conduct						
ATTACHMENTS / FORMS: (A.) Standards Of Conduct Certificate Of Review And Compliance.	<table border="1"> <tr> <td data-bbox="816 384 1263 520"> APPROVED BY:  Dean R. Williams, Commissioner </td> <td data-bbox="1271 384 1459 520"> DATE: 02/15/17 </td> </tr> <tr> <td colspan="2" data-bbox="816 520 1459 1050"> AUTHORITY / REFERENCES: 22 AAC 05.045 AS 33.30.011 22 AAC 05.060 AS 33.30.021 22 AAC 05.095 AS 39.28 22 AAC 05.155 AS 39.52 22 AAC 05.196 AS 39.90.010-150 AS 12.62.120 AS 44.09.015 AS 12.62.900 AS 44.28.030 AS 18.80.200 DOC P&P 202.01 AS 33.05.010 FBI CJIS Security Policy. AS 33.16.180 State Of Alaska Constitution, Art. I, Sec. 3, Civil Rights. HIPAA, Pub. L. 104-191. ADA, 42 U.S.C. 12101 et seq. </td> </tr> </table>			APPROVED BY:  Dean R. Williams, Commissioner	DATE: 02/15/17	AUTHORITY / REFERENCES: 22 AAC 05.045 AS 33.30.011 22 AAC 05.060 AS 33.30.021 22 AAC 05.095 AS 39.28 22 AAC 05.155 AS 39.52 22 AAC 05.196 AS 39.90.010-150 AS 12.62.120 AS 44.09.015 AS 12.62.900 AS 44.28.030 AS 18.80.200 DOC P&P 202.01 AS 33.05.010 FBI CJIS Security Policy. AS 33.16.180 State Of Alaska Constitution, Art. I, Sec. 3, Civil Rights. HIPAA, Pub. L. 104-191. ADA, 42 U.S.C. 12101 et seq.	
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POLICY:

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

APPLICATION:

This policy and procedure will apply to all Department employees.

DEFINITIONS:

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

Business Relationships:

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

Conflict Of Interest:

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

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Egregious Misconduct:

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

Illegal Behavior:

Behavior that falls outside the law.

Investigations:

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

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

Medical Information:

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

Professional Conduct:

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

Unethical Behavior:

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

PROCEDURES:

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

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

I. General Provisions:

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

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

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

II. Conflicts Of Interest:

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

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

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

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

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

IV. Relationships With Offenders And Family Members Of Offenders:

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

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

V. Illegal or Unethical Behavior:

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

VI. Reports and Investigations:

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

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

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

VII. Medical Information:

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

VIII. Criminal Justice Information:

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

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

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

IX. Public Statements and Disclosure of Information:

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

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

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

X. Clothing and Uniforms:

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

XI. Egregious Misconduct:

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

A. All DOC employees are prohibited from:

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

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

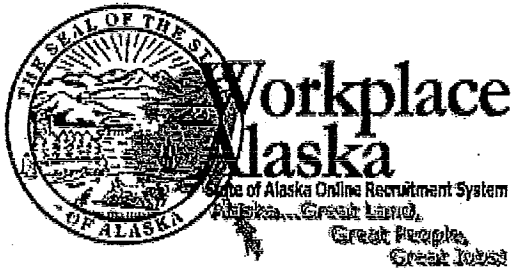
B. Egregious misconduct includes:

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

XII. Responsibilities:

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

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



Correctional Officer I

Class Code:
PJ0311

STATE OF ALASKA

Established Date: Nov 12, 1971

Revision Date: Sep 17, 2008

GENERAL DESCRIPTION:

Class Definition:

Under immediate supervision, Correctional Officers I learn and perform skills for the custody, security and reformation of prisoners in an adult correctional institution. Incumbents participate in on-the-job and classroom training programs through the Department of Corrections Training Academy and Field In-Service Training Program, and perform assigned tasks at the entry level.

Distinguishing Characteristics:

Correctional Officer I is the entry and trainee level of the Correctional Officer series, providing employees with orientation training, which requires the successful completion of department identified training modules.

EXAMPLES OF DUTIES:

As a trainee:

Attend the basic Correctional Officer Training Program and successfully complete subject matter tests in each area studied at the Academy.

Complete the Field In-Service Training Manual, Parts I and II. Attend training programs as required.

Learn the procedures, regulations and objectives of correctional security.

At the entry level, under immediate supervision:

Assist in supervising the movement of prisoners to/from work assignments, meals, recreation and housing units/dormitories. Supervise prisoner work details.

Perform booking of prisoners upon remand. Operate security control room.

Assist with maintaining order and discipline; learn and apply techniques of handling unruly and violent prisoners, using minimum force necessary in resolving situations.

Conduct routine security checks and inspections, inspect prisoner quarters and conduct prisoner counts.

Assist in creating and maintaining an atmosphere conducive to the rehabilitation of prisoners.

Utilize emergency respiratory equipment (gas mask, forced air respirators) during emergency situations.

Will assist in search for escapees.

Observe and record prisoner behavior. Prepares oral and written reports.

KNOWLEDGE, SKILLS, AND ABILITIES:

As a trainee:

Ability to follow oral and written instructions; learn and retain information; ask questions and elicit required information; learn and apply interpersonal relations skills; speak and write clearly and effectively.

Ability to learn and follow policies and procedures affecting institutional operations.

Ability to learn and apply techniques of self-defense, use of firearms, CPR and first aid, use of physical restraint and use of minimum force necessary to protect oneself and others.

Ability to maintain acceptable physical agility, visual and auditory acuity and other health and fitness standards, in order to handle unruly inmates with the minimum force necessary.

At the entry level:

Working knowledge of purposes and methods of discipline and security of an adult correctional institution.

Working knowledge of fundamental self-defense tactics.

Ability to demonstrate understanding and application of institutional policies, procedures and techniques used to deal with inmates.

MINIMUM QUALIFICATIONS:

Be sure to read each statement carefully.

A QUALIFIED APPLICANT MUST:

Be a citizen of the United States of America or resident alien who has demonstrated the intent to become a citizen of the United States of America.

Have a high school diploma or a General Educational Development (GED) certificate.

Be at least 21 years of age at time of appointment.

Possess a valid driver's license issued within the United States at time of appointment.

A QUALIFIED APPLICANT MAY NOT:

Have ever been convicted of a felony by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Have ever been convicted of a crime of domestic violence by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Have ever been denied certification by the Alaska Police Standards Council or the responsible licensing agency in any other issuing jurisdiction (unless the denial or revocation has been rescinded by the council under 13 AAC 85.270 or by the responsible licensing agency of the issuing jurisdiction).

Have ever used a controlled substance while employed as a certifiable municipal, state, federal peace officer, correctional officer, adult probation officer, or military law enforcement officer.

Have been convicted during the past ten (10) years of a misdemeanor crime that resulted in serious physical injury to another person by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Have been convicted during the past ten (10) years of three or more misdemeanors by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Have been convicted during the past ten (10) years of two or more driving-while-intoxicated offenses by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Have illegally manufactured, transported, or sold a controlled substance during the past ten (10) years (provided you were at least 21 years of age at the time).

Have used a controlled substance other than marijuana during the past ten (10) years

(provided you were at least 21 years of age at the time).

Have been convicted during the past ten (10) years of a misdemeanor crime of dishonesty by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Have been convicted during the past three (3) years of any other misdemeanor assault charge or any misdemeanor offense involving the use of a weapon (excluding convictions under Title 16 of Alaska Statutes - Fish & Game laws) by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Have used marijuana during the past two years (provided you were at least 21 years of age at the time).

Currently be on court-ordered probation, either supervised or non-supervised, by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Special Note:

Appointment to a Correctional Officer I position will be conditional, pending successful completion of background investigation, a psychological screening, and a medical evaluation.

Individuals not continually employed since February 9, 1991, by the State of Alaska, Department of Corrections in a "correctional officer" position, as defined by 13 AAC 85.900, are subject to requirements established by the Alaska Police Standards Council (APSC). As a condition of continued employment, these individuals must obtain a basic correctional officer certificate issued by the APSC within 14 months of hire.

Any employment action that resulted in discharge, resignation in lieu of discharge, or discipline, must be disclosed at the time of application to vacancies within this classification. Applicants must provide the name of the employer and the circumstances surrounding the incident within the cover letter of the Workplace Alaska Job Qualification Summary. Applicants who fail to provide this information will be deemed to be ineligible for interview or further consideration. Applicants with an employment action that makes them ineligible for certification under APSC regulations will be ineligible to receive an interview or further consideration.

For purposes of the minimum qualifications for this job class, "misdemeanor" means:

- 1) A crime classified as a misdemeanor in Alaska at the time the crime was committed.
- 2) A crime committed in another jurisdiction for which there was a conviction in that jurisdiction by a civilian or military court is a "misdemeanor" conviction if the crime has elements similar to those of a misdemeanor under Alaska law at the time the offense was committed.
- 3) An offense punishable as a misdemeanor in Alaska or under the law of another

jurisdiction, that results in a completed suspended imposition of sentence, expungement of record, or a pardon, is considered a "misdemeanor" conviction unless the offense was committed by the person before the age of 21.

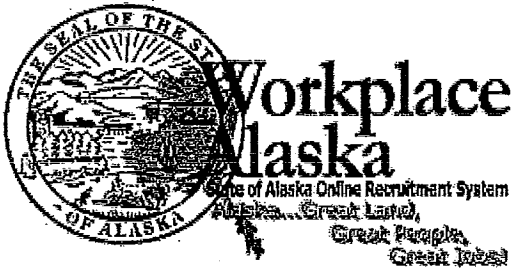
OTHER INFORMATION:

SALARY RANGE:

11

AKPAY CODE:

P7646



Correctional Officer II

Class Code:
PJ0312

STATE OF ALASKA

Established Date: Mar 1, 1970

Revision Date: Sep 17, 2008

GENERAL DESCRIPTION:**Class Definition:**

Under general supervision performs security work among prisoners in an adult correctional institution.

Distinguishing Characteristics:

This is the working level class performing the full range of security duties in an adult correctional institution. It is distinguished from Correctional Officer I by the latter's role as trainee. It is distinguished from Correctional Officer III by the latter's responsibility as working leader over a shift of Correctional Officers I and II.

EXAMPLES OF DUTIES:

Direct prisoners to work assignments, meals, recreation and return to living units or dormitories.

Maintain order and discipline in dormitories, shops, work details and recreational activities; report infractions of rules, handle unruly and violent prisoners, using minimum necessary force.

Patrol and inspect grounds, corridors, recreation areas, living units and dormitories; supervise close confinement facilities and quarters for recalcitrants.

Take periodic counts of prisoners; supervise and observe persons visiting prisoners.

Keep records of activities; dispense medications as directed.

Inspect prisoner quarters for cleanliness and orderliness; search quarters and persons for weapons and other contraband; escort prisoners on outside trips; search for and recapture escapees; carry firearms during searches for escapees and tower duty.

Utilize emergency respiratory equipment (gas mask, forced air respirators) for emergency situations.

Observe prisoners for unusual or significant behavior; prepares reports to supervisor.

Attend division training programs as required.

Successfully complete semi-annual physical agility examination.

Maintain health standards sufficient to pass an annual physical examination.

KNOWLEDGE, SKILLS, AND ABILITIES:

Considerable knowledge of laws, policies and basic concepts of human behavior; purposes and methods of discipline and security of an adult correctional institution; fundamental self-defense tactics.

Ability to control, direct and instruct individuals and groups; handle violent and unruly prisoners with the minimum force necessary; remember names and faces; interpret and enforce institutional rules and regulations with firmness, tact and impartiality; promote socially acceptable attitudes and behavior; think and act quickly in emergencies; follow oral and written directions; analyze situations and adopt an effective course of action; use emergency respiratory equipment (gas mask, forced air respirators) for emergency situations.

MINIMUM QUALIFICATIONS:

Successful completion of the Alaska Correctional Officer Academy, or equivalent program accredited by the Alaska Police Standards Council (APSC)

AND

One year of experience learning and performing skills for the custody, security, and reformation of prisoners in an adult correctional institution. This is equivalent to a Correctional Officer I with the State of Alaska or the equivalent elsewhere.

Posses a valid driver's license issued within the United States.

A QUALIFIED APPLICANT MAY NOT:

Have ever been convicted of a felony by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Have ever been convicted of a crime of domestic violence by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Have ever been denied certification by the Alaska Police Standards Council or the responsible licensing agency in any other issuing jurisdiction (unless the denial or revocation has been rescinded by the council under 13 AAC 85.270 or by the

responsible licensing agency of the issuing jurisdiction).

Have ever used a controlled substance while employed as a certifiable municipal, state, federal peace officer, correctional officer, adult probation officer, or military law enforcement officer.

Have been convicted during the past ten (10) years of a misdemeanor crime that resulted in serious physical injury to another person by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Have been convicted during the past ten (10) years of three or more misdemeanors by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Have been convicted during the past ten (10) years of two or more driving-while-intoxicated offenses by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Have illegally manufactured, transported, or sold a controlled substance during the past ten (10) years (provided you were at least 21 years of age at the time).

Have used a controlled substance other than marijuana during the past ten (10) years (provided you were at least 21 years of age at the time).

Have been convicted during the past ten (10) years of a misdemeanor crime of dishonesty by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Have been convicted during the past three (3) years of any other misdemeanor assault charge or any misdemeanor offense involving the use of a weapon (excluding convictions under Title 16 of Alaska Statutes - Fish & Game laws) by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Have used marijuana during the past two years (provided you were at least 21 years of age at the time).

Currently be on court-ordered probation, either supervised or non-supervised, by a civilian court of Alaska, the United States, another state or territory, or by a military court.

Special Note:

Individuals not continuously employed since February 9, 1991, by the State of Alaska Department of Corrections in a "correctional officer", "probation officer", or "parole officer" position, as defined by 13 AAC 85.900, are subject to requirements established by Alaska Police Standards Council (APSC). These applicants must be United States citizens or resident aliens with demonstrated intent to become a citizen; be at least 21 years old; possess a high school diploma or G.E.D.; be free of felony convictions; and not have engaged in prohibited activities involving controlled substances within the last

ten years. As a condition of continued employment, these individuals must obtain a basic correctional officer certificate issued by the APSC within 14 months of hire.

Appointment to Correctional Officer II is conditional, pending successful completion of a thorough background investigation, psychological evaluation, drug screening, and medical examination.

NOTE: Employees must be willing to work shift assignments and on-call availability may be required. A few positions may require possession of a Commercial Driver's License with appropriate endorsements.

OTHER INFORMATION:

SALARY RANGE:

13

AKPAY CODE:

P7653



Workplace Alaska

State of Alaska Online Recruitment System
Alaska... Great Land.
Great People.
Great Jobs.

Adult Probation Officer I**Class Code:**
PJ0401**STATE OF ALASKA**

Established Date: Apr 1, 1970

Revision Date: Apr 1, 2008

GENERAL DESCRIPTION:**Series Description:**

The Adult Probation Officers perform, supervise, manage, or administer probation/parole functions and services for an adult offender population in an institutional or community setting.

Class Definition:

The Adult Probation Officer I is the trainee level in the series. At this level incumbents learn to assess, evaluate, guide, and supervise incarcerated or released felony adult offenders while receiving training and on-the-job experience in probation/parole duties.

Distinguishing Characteristics:

The Adult Probation Officer I gains professional knowledge of probation and parole principles and practices through training and on-the-job experience. Incumbents learn how to conduct investigations, evaluate and assess offender needs and risk level, develop and recommend release plans, coordinate placement and program services, monitor, manage, and enforce compliance with release conditions, prepare and complete extensive documentation and reports.

As trainee the incumbent works towards obtaining the Alaska Police Standards Council certification and receives practical on-the-job experience and instruction to become familiar with probationary/parole functions, services, and programs; understand governing state statutes and regulations, court judgments, Parole Board conditions, American Correctional Association Standards for Probation and Parole, and divisional policies and procedures; and gain proficiency at exercising the analytical, evaluative, and interpretative skills needed to perform the work. While on-the-job experience may occur under close supervision of a higher level Adult Probation Officer, as experience and competency are gained, the incumbent is expected to become more independent and proficient in carrying out assignments.

All Adult Probation Officer I positions are flexibly staffed. Advancement to the Adult Probation Officer II level occurs only when the incumbent successfully completes all training, including the specified terms of the APSC training and certification requirements, and is certified by the supervisor as prepared to perform at the next level.

The Adult Probation Officer I is distinguished from the Criminal Justice Technician by the Adult Probation Officer's performance of professional level assessment, evaluation, and decision making authority.

The Adult Probation Officer I is distinguished from the Adult Probation Officer II by the Adult Probation Officer II's performance of full range of duties and independence in carrying out assignments.

EXAMPLES OF DUTIES:

Receive training in proper techniques for performing professional assessment and writing report documents such as pre-sentence reports, petitions to revoke probation, parole reports, interstate compact reports, special incident reports, disciplinary reports, rescission hearing reports, anticipatory revocation, furlough applications, and program reports.

Learn to assess offender risks and needs. Learn to classify offenders; learn to review and assess records from outside agencies such as juvenile authorities, Court System, treatment facilities, District Attorney, or Public Defender.

Learn how to provide appropriate sentence recommendation in writing and at court or at hearings proceedings.

Receive training to become proficient at testifying in court. Attend court hearings.

Learn to accurately evaluate the progress of offenders. Receive training for appropriate techniques used in establishing offender personal goals and plans and techniques in motivating offender's behavior change.

Receive training in transition plan development for offenders being released from prison; work with offenders and collaborate with field probation officers, and outside agencies to develop parole and release plans.

Learn to coordinate and assist offenders with residential and program placement; provide consultation and advice to members of related professions and community organizations; refer offender to housing, community agencies, and treatment programs.

Understand and effectively explain offender supervision requirements and conditions. Receive training in behavior monitoring, evaluation, and rehabilitation to assess suitability for obtaining or remaining on probation/parole.

Learn how to effectively monitor offender by working with family members and conducting unscheduled home and work visits.

Learn proper techniques for performing searches of the offender's person or residence for contraband, obtaining urine or breath samples from offenders, re-arresting and transporting offenders to correctional facility.

Establish and maintain close liaisons with law enforcement agencies, prosecuting and defense attorneys, and appropriate agencies who are involved with offender

rehabilitation.

Complete training and obtain Alaska Police Standards Council certification.

KNOWLEDGE, SKILLS, AND ABILITIES:

Some knowledge of research techniques and the methods of compiling, analyzing, organizing, and reporting data.

Ability to understand the principles and techniques of adult corrections or probation, adult treatment, rehabilitation or probation.

Ability to effectively work with of law enforcement agencies, community organizations and services, the criminal justice system, private and public employment agencies and other service organizations in the community.

Ability to effectively work with people from diverse backgrounds.

Ability to learn the principles and techniques of adult rehabilitation, probation or social casework and/or therapeutic treatment.

Ability to learn about various social service programs, community resources, and public services.

Ability to analyze behavior patterns, exercise sound judgment to assess and work with probationers/paroles, and cope with hostile and aggressive behavior.

Ability to quickly analyze situations, remain calm, and make sound decisions under conditions of stress or danger.

Ability to speak and write clearly and concisely.

Ability to work effectively under pressure.

Ability to work independently.

MINIMUM QUALIFICATIONS:

A bachelor's degree from an accredited college or university in any field

Or substitution:

Four years of paraprofessional experience in probation, parole, criminal justice, juvenile justice, social services, corrections, criminal investigation, public safety or law enforcement.

Or substitution:

Four years in any combination of post secondary education from an accredited college and paraprofessional experience in probation, parole, criminal justice, juvenile justice, social services, corrections, criminal investigation, public safety or law enforcement (3

semester or 4 quarter hours of post-secondary education are equal to one month of experience).

Special Note:

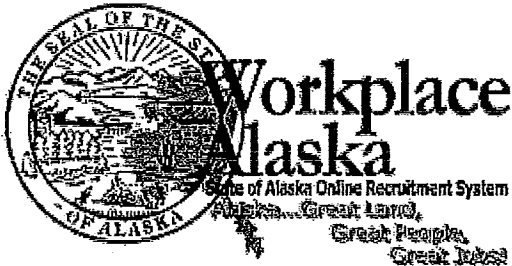
Individuals not continuously employed since February 9, 1991, by the State of Alaska, Department of Corrections in a "probation officer," or "parole officer" position, as defined by 13 AAC 85.900, are subject to requirements established by the Alaska Police Standards Council (APSC). These applicants must be United States citizens or resident aliens with demonstrated intent to become citizens; be at least 21 years old; possess a high school diploma or G.E.D.; possess a valid Alaska driver's license; not have convictions for serious misdemeanors within the last ten years or for felony crimes, and not have engaged in prohibited activities involving controlled substances, as specified by 13 AAC 85.210. As a condition of continued employment, these individuals must obtain a basic probation officer certificate issued by the APSC within 14 months of hire.

OTHER INFORMATION:**SALARY RANGE:**

14

AKPAY CODE:

P4342



Adult Probation Officer II

Class Code:
PJ0402

STATE OF ALASKA

Established Date: Jun 24, 1966

Revision Date: Apr 1, 2008

GENERAL DESCRIPTION:**Series Description:**

The Adult Probation Officers perform, supervise, manage, or administer probation/parole functions and services for an adult offender population in an institutional or community setting.

Class Definition:

The Adult Probation Officer II is the journey level in the series. At this level incumbents independently perform the full range of probation/parole duties to assess, evaluate, supervise, and guide incarcerated or released felony adult offenders.

Distinguishing Characteristics:

The Adult Probation Officer II apply professional knowledge of probation and parole principles and practices to conduct investigations, evaluate and assess offender needs and risk level, develop and recommend release plans, coordinate placement and program services, monitor, manage, and enforce compliance with release conditions, and prepare and complete extensive documentation and reports.

The Adult Probation Officer II works within defined guidelines but with considerable latitude to decide on the appropriate methods and techniques for problem solving and meeting goals. The incumbent exercises independent judgment and decision making authority and skills to perform duties. Employees at this level are fully knowledgeable of the operating procedures and policies within the work unit and may receive only occasional instruction or assistance for new or unusual situations. Incumbents exercise analytical, evaluative, and interpretative skills to ensure probationary/parole functions, services, and programs comply with state statutes and regulations, court judgments, Parole Board conditions, American Correctional Association Standards for Probation and Parole, and divisional policies and procedures.

The Adult Probation Officer II is distinguished from the Adult Probation Officer I by the requirement to independently perform the full range of assignments.

The Adult Probation Officer II is distinguished from the Adult Probation Officer III by the Adult Probation Officer III's full supervisory duties or responsibility for developing and coordinating a statewide program.

EXAMPLES OF DUTIES:

Write and complete a variety of assessment and report documents such as pre-sentence reports, petitions to revoke probation, parole reports, interstate compact reports, special incident reports, disciplinary reports, rescission hearing reports, anticipatory revocation, furlough applications, and program reports.

Assess offender risks and needs. Classify offenders; review and assess records from outside agencies such as juvenile authorities, Court System, treatment facilities, District Attorney, or Public Defender.

Provide sentence recommendation in writing and at court or at hearings proceedings.

Attend hearings to testify in court on offenders' efforts at rehabilitation and compliance with the terms of their sentences.

Evaluate the progress of offenders. Collaborate with institutional staff to develop a transition plan for offenders being released from prison. Work with offenders, field probation officers, and outside agencies to develop parole and release plans.

Work with offenders to establish personal goals and plans; encourage offenders and help motivate behavior change.

Provide consultation and advice to members of related professions and community organizations; coordinate, refer, and assist offenders with residential and treatment program placement.

Explain supervision requirements and conditions to offenders and family. Monitor and evaluate behaviors and rehabilitation efforts to assess suitability for obtaining or remaining on probation/parole.

Work with people involved in offender's life such as family and employer to monitor behavior and compliance. Visit the offender at scheduled and unscheduled times at home, work, and service providers.

Conduct searches of the offender's person or residence for contraband. Obtain urine or breath samples from offenders. Re-arrest and transport offenders to correctional facility.

Maintain close liaisons with law enforcement agencies, prosecuting and defense attorneys, and appropriate agencies who are involved with offender rehabilitation.

Lead or mentor new Probation Officers, technical, or clerical staff.

KNOWLEDGE, SKILLS, AND ABILITIES:

Working knowledge of research techniques and the methods of compiling, analyzing, organizing, and reporting data.

Working knowledge of the principles, practices, and methods of probation, parole and

institutional corrections in case management, pre-sentence report writing, investigation and acquisition of legal evidence.

Working knowledge of available social service programs, community resources, and public services.

Working knowledge of case management, casework, and investigating.

Some knowledge of the criminal justice system laws and regulations pertaining to probation, pre-parole, parole and related areas.

Some knowledge of the principles and techniques of adult rehabilitation, and/or therapeutic treatment practices of providing guidance and assistance.

Some knowledge of social and psychological principles of human development and behavior; social organization and environmental and cultural influences.

Ability to analyze situations, remain calm, and make sound decisions under conditions of stress or danger.

Ability to speak and write clearly and concisely.

Ability to work effectively under pressure.

Ability to establish and maintain cooperative working relationships with those contacted in the course of work.

Ability to work independently.

MINIMUM QUALIFICATIONS:

A bachelor's degree from an accredited college or university in any field

And

One year of entry level professional experience in probation, parole, criminal justice, juvenile justice, social services, criminal investigation, public safety or law enforcement, or as a social services case manager or counselor.

Or substitution:

Four years of paraprofessional experience in probation, parole, criminal justice, juvenile justice, social services, corrections, criminal investigation, public safety or law enforcement.

And

One year of entry level professional experience in probation, parole, criminal justice, juvenile justice, social services, criminal investigation, public safety or law enforcement, or as a social services case manager or counselor.

Or substitution:

Four years in any combination of post secondary education from an accredited college and paraprofessional experience in probation, parole, criminal justice, juvenile justice,

social services, corrections, criminal investigation, public safety or law enforcement (3 semester or 4 quarter hours of post-secondary education are equal to one month of experience).

And

One year of entry level professional experience in probation, parole, criminal justice, juvenile justice, social services, criminal investigation, public safety or law enforcement, or as a social services case manager or counselor.

There is no substitution for the one year of professional experience.

Special Note:

Individuals not continuously employed since February 9, 1991, by the State of Alaska, Department of Corrections in a "probation officer," or "parole officer" position, as defined by 13 AAC 85.900, are subject to requirements established by the Alaska Police Standards Council (APSC). These applicants must be United States citizens or resident aliens with demonstrated intent to become citizens; be at least 21 years old; possess a high school diploma or G.E.D.; possess a valid Alaska driver's license; not have convictions for serious misdemeanors within the last ten years or for felony crimes, and not have engaged in prohibited activities involving controlled substances, as specified by 13 AAC 85.210. As a condition of continued employment, these individuals must obtain a basic probation officer certificate issued by the APSC within 14 months of hire.

OTHER INFORMATION:

SALARY RANGE:

16

AKPAY CODE:

P4343

STATE OF ALASKA

Department of NAME

Division of NAME



NOTICE OF INTENT TO AWARD A CONTRACT

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NUMBER:

RFP SUBJECT:

PROCUREMENT OFFICER:

SIGNATURE: _____

This is notice of the state's intent to award a contract. An offeror who wishes to protest this Notice of Intent must file the protest with the procurement officer within ten calendar days following the date of this notice. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified below as being the most advantageous is instructed not to proceed until Contract Award or other form of notice to proceed is given by the procurement officer.** If the offeror proceeds prior to receiving a Contract Award or other form of notice to proceed, the offeror does so without a contract and at their own risk. AS 36.30.365.

LEGEND: @ = MOST ADVANTAGEOUS
 YES = RESPONSIVE AND RESPONSIBLE OFFEROR
 NO = NON-RESPONSIVE OR NON-RESPONSIBLE OFFEROR

<u>Offeror</u>	<u>Responsive</u>	<u>Total Score</u>	<u>Most Advantageous</u>

SUMMARY