

STATE OF ALASKA REQUEST FOR PROPOSALS



ELECTRONIC MONITORING EQUIPMENT & SERVICES

VARIOUS LOCATIONS STATEWIDE

RFP 2022-2000-5006 (RE-ISSUED)

ISSUED MARCH 2, 2022

ISSUED BY:

DEPARTMENT OF CORRECTIONS
DIVISION OF INSTITUTIONS AND
DIVISION OF PRETRIAL, PROBATION & PAROLE

PRIMARY CONTACT:

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

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01 PURPOSE OF THE RFP.....	4
SEC. 1.02 BUDGET	4
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04 PRIOR EXPERIENCE	4
SEC. 1.05 REQUIRED REVIEW	5
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	5
SEC. 1.07 RETURN INSTRUCTIONS.....	5
SEC. 1.08 PROPOSAL CONTENTS.....	6
SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY	7
SEC. 1.10 AMENDMENTS TO PROPOSALS	7
SEC. 1.11 AMENDMENTS TO THE RFP	8
SEC. 1.12 RFP SCHEDULE	8
SEC. 1.13 PRE-PROPOSAL CONFERENCE	8
SEC. 1.14 ALTERNATE PROPOSALS	8
SEC. 1.15 NEWS RELEASES	8
SECTION 2. BACKGROUND INFORMATION	9
SEC. 2.01 BACKGROUND INFORMATION	9
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION	13
SEC. 3.01 SCOPE OF WORK.....	13
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE	33
SEC. 3.03 CONTRACT TYPE	34
SEC. 3.04 PROPOSED PAYMENT PROCEDURES.....	34
SEC. 3.05 PROMPT PAYMENT FOR STATE PURCHASES.....	34
SEC. 3.06 CONTRACT PAYMENT.....	34
SEC. 3.07 LOCATION OF WORK.....	34
SEC. 3.08 THIRD-PARTY SERVICE PROVIDERS.....	35
SEC. 3.09 SUBCONTRACTORS.....	35
SEC. 3.10 JOINT VENTURES.....	36
SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS.....	36
SEC. 3.12 CONTRACT PERSONNEL.....	36
SEC. 3.13 INSPECTION AND MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	36
SEC. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS.....	36
SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY	36
SEC. 3.16 INDEMNIFICATION	37
SEC. 3.17 INSURANCE REQUIREMENTS	37
SEC. 3.18 TERMINATION FOR DEFAULT	38
SEC. 3.19 CONTRACT PERSONNEL SECURITY BACKGROUND CHECKS AND INVESTIGATIONS.....	38
SEC. 3.20 REPORTING.....	39
SEC. 3.21 POLICIES AND PROCEDURES.....	39
SEC. 3.22 PERFORMANCE STANDARDS.....	40
SEC. 3.23 ROCIRDS AND PROTECTION, STORAGE AND DISPOSAL OF DATA AND MEDIA	40
SEC. 3.24 RESEARCH	41
SEC. 3.25 SPECIFICATION OF AUDIT CRITERIA AND PROCEDURES	41
SEC. 3.26 NOTIFICATION OF INVESTIGATION OR LITIGATION	41

SECTION 4. PROPOSAL FORMAT AND CONTENT	42
SEC. 4.01 PROPOSAL FORMAT AND CONTENT	37
SEC. 4.02 INTRODUCTION	42
SEC. 4.03 UNDERSTANDING OF THE PROJECT	38
SEC. 4.04 METHODOLOGY USED FOR THE PROJECT	38
SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT	38
SEC. 4.06 EXPERIENCE AND QUALIFICATIONS	38
SEC. 4.07 COST PROPOSAL	39
SEC. 4.08 EVALUATION CRITERIA	39
SEC. 4.09 DEMONSTRATION OF PRODUCTS AND SERVICES.....	40
SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION	46
SEC. 5.01 UNDERSTANDING OF THE PROJECT (5%).....	461
SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (5%)	461
SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (5%)	461
SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (5%)	47
SEC. 5.05 CONTRACT COST (40 – 75%)	48
SEC. 5.06 ALASKA OFFEROR PREFERENCE (10%)	48
SECTION 6. GENERAL PROCESS INFORMATION	49
SEC. 6.01 INFORMAL DEBRIEFING	49
SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	49
SEC. 6.03 SITE INSPECTION	49
SEC. 6.04 CLARIFICATION OF OFFERS	50
SEC. 6.05 DISCUSSIONS WITH OFFERORS.....	50
SEC. 6.06 EVALUATION OF PROPOSALS	50
SEC. 6.07 CONTRACT NEGOTIATION	50
SEC. 6.08 FAILURE TO NEGOTIATE	51
SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION	51
SEC. 6.10 PROTEST	51
SEC. 6.11 APPLICATION OF PREFERENCES.....	52
SEC. 6.12 ALASKA BIDDER PREFERENCE	52
SEC. 6.13 ALASKA VETERAN PREFERENCE	53
SEC. 6.14 ALASKA OFFEROR PREFERENCE	48
SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS.....	48
SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES	48
SECTION 7. GENERAL LEGAL INFORMATION	50
SEC. 7.01 STANDARD CONTRACT PROVISIONS	55
SEC. 7.02 QUALIFIED OFFERORS	55
SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT	55
SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS	55
SEC. 7.05 HUMAN TRAFFICKING	55
SEC. 7.06 RIGHT OF REJECTION	55
SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	56
SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS	56
SEC. 7.09 ASSIGNMENTS.....	56
SEC. 7.10 DISPUTES	57
SEC. 7.11 SEVERABILITY	57
SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS	57
SEC. 7.13 SOLICITATION ADVERTISING	57
SEC. 7.14 FEDERALLY IMPOSED TARIFFS.....	57

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections (DOC), Division of Institutions, Division of Pretrial, Probation, and Parole, is soliciting for proposals for electronic monitoring equipment and support services to facilitate its electronic monitoring program.

Services are anticipated to start on or about **May 1, 2022** and will have 4 one-year renewal options up to **December 31, 2026**.

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

NOTE: The department is aware that there are NASPO contracts for this service, but the Department has opted to do a formal Request for Proposals for this service.

SEC. 1.02 BUDGET

The Department of Corrections does not have a specific line-item budget for this service. Negotiations may be required. Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2PM** prevailing Alaska Time on **MARCH 23, 2022**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

No specific minimums have been set for this RFP; however, offerors must indicate whether or not they have prior experience in the provision of electronic monitoring equipment and services, particularly experience directly related to house arrest programs. Detailed information must be included which describes the offeror's experience and expertise in providing the equipment and services (or similar) that are required under this solicitation, regardless of any proposed subcontractors' experience. If a subcontractor(s) is proposed for a portion of the work, their prior experience must also be disclosed/detailed. Prior experience in providing and administering services to correctional clientele within correctional environments such as Corrections, Community Residential Centers (CRC's), Substance Abuse, Criminal Justice Management, Security, Military, or similar areas are preferred but not required and should be included in the offeror's proposal.

At a minimum, offerors should address the following in their submitted proposals:

- Provide a detailed description of electronically monitored home detention equipment and services (or similar) provided to other clients, including the scope and dates of the services, the total cost for the finalized product, and details regarding all subcontractor(s) duties and responsibilities, if applicable.
- Provide proof that the equipment and services being offered (or equipment and services of a similar nature) have been successfully installed and supported by the proposing firm and/or their subcontractor(s). The narrative must include the length of time the offeror and/or subcontractor(s) have been engaged in providing the equipment and services and must distinguish whether the equipment and services are actually directly involved in an electronically monitored home detention program, or if they are in a "similar" category. If in a "similar" category, details should be included that describe the nature of all similarities to an electronically monitored home detention program. The equipment and services should be similar in scope to that sought in this RFP.

- Provide a customer reference list (agency, individual name, contact phone number and address) of agencies or firms who can provide confirmation of successful implementation and support services (see Section 2.07.2 above).
- Include proof that adequate financial resources are available, and the offeror entity is financially stable. Evidence of financial stability may include audited financial statements, annual reports, etc.
- The offeror must be able to demonstrate that it has the ability to acquire equipment and hire sufficient staff and/or subcontractor(s) to successfully administer, operate and complete the program.
- The offeror must demonstrate their ability to expand the scope of the program on short notice in the quantities specified in this RFP.
- The Department of Corrections reserves the right to require proof of equipment availability and financing arrangements with the original equipment manufacturer as deemed necessary.
- Offeror must submit a written training plan with their proposal. Contractor may be required to provide written operations manual, written policies and procedures after award or request some parts of the P&P's. However, offeror shall provide a detailed list of policies and procedures (P&P's) with their proposal, and this may be accepted in lieu of written copies. Most important policies are security safeguards and confidentiality and shall be provided with proposal.

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Deadline for questions is **March 8, 2022**.

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 EMAIL GARY.BAILEY@ALASKA.GOV

SEC. 1.07 RETURN INSTRUCTIONS

Do not submit your proposal through the States IRIS Vendor Self-Service (VSS), follow instruction below.

Offerors must submit one hard copy of their proposal (*if not submitting via email*), 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 and can be submitted via U.S. mail, delivery services, and email:

*Department of Corrections
Attention: Gary Bailey
(RFP) Number: 2022-2000-5006 (RE-ISSUED)
Electronic Monitoring Equipment & Services
550 W. 7TH AVE., SUITE 1800
ANCHORAGE, ALASKA 99501*

NOTE: IF YOU ARE EMAILING YOUR PROPOSAL, YOU DO NOT NEED TO SUBMIT A HARD COPY.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to gary.bailey@alaska.gov as separate, clearly labeled attachments, such as "Vendor Name – Technical Proposal.pdf" and "Vendor Name – Cost Proposal.pdf". 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 ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at **907-269-7344** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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.

Offerors must complete the Independent Price Determination Certificate. Federal Government FAR "Certificate of Independent Price Determination" form. The offeror should complete the FAR form, included in the attachments (#3), and include it in the Introduction section of their proposal. Include the original of this form in the proposal marked "original".

(f) LITIGATION HISTORY

Offeror must include a summary of all conflicts and litigation (including bankruptcy cases) associated with providing the same products and/or services, management services or other services similar to those required in this RFP. Include past and present litigation in which the offeror (under current and previous businesses and any person in this offeror's current administration who will be responsible for the administration or operations related to providing these services) has been named a party, including state jurisdiction, case number and final disposition.

Include all bankruptcy and negligence litigation, as well as criminal convictions relevant to these products and/or services. List both current and past 7 years of information, including any known pending or in-process litigation. Litigation of personal issues not germane to the services herein (i.e., automobile not related to substance abuse, divorce, child custody or support) are not required.

(g) DOC SECURITY POLICES & PROCEDURES / FBI CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) REQUIREMENTS

Offeror's must include a brief summary that they will comply with all DOC and Federal Security requirements throughout the term of the resulting contract as outlined in SEC 3.19.

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 **MARCH 2, 2022**
- Questions Deadline **March 18, 2022**
- Deadline for Receipt of Proposals **March 23, 2022 @ 2PM**
- Proposal Evaluation Committee complete evaluation by **MARCH 31, 2022**
- State of Alaska issues Notice of Intent to Award a Contract **APRIL 4, 2022**
- State of Alaska issues contract **APRIL 14, 2022**
- Contract to start on **MAY 1, 2022**

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

No pre-proposal conference is scheduled at this time. If a sufficient number of potential offerors request a conference, the DOC may schedule one at a later date.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. Alternate proposals are not allowed.

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 and procurement officer.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Alaska Department of Corrections (ADOC) utilizes electronic monitoring services for a pretrial population (defendants who are charged and/or arrested but awaiting further court proceedings) and a sentenced population (those offenders who have been through the court process and are committed to ADOC to serve the sentence imposed by the court and/or the Alaska Board of Parole.). The purpose of both programs is to protect the public by supervising the two populations while in the community and at the CRCs (Community Residential Centers).

The pretrial population (defendants) are ordered by the Court to Pretrial Supervision with the additional tool of electronic device (s) as part of their conditions of release in accordance with Alaska Statute 12.30. The electronic devices are monitored through a contractor, with supervision provided by the Alaska Department of Corrections. This program enables the court to allow defendants the opportunity to defend their case while awaiting trial in the community. The defendant may be allowed to maintain employment, remain with family, and attend treatment, while still being monitored to ensure public safety.

The ADOC uses electronic devices to monitor both an unsentenced population at the CRC and a sentenced population in the community. The offenders have their movements restricted and monitored via electronic monitoring through a contractor, with supervision provided by the Alaska Department of Corrections. This program will provide a low-cost sentencing alternative to incarceration, reserving the more secure and expensive prison/regional jail/CRC beds for Alaska's most dangerous offenders. The offender will be allowed to maintain employment, remain with family, and still be held accountable for his or her crime(s) through continuous 24-hour electronic monitoring and supervision.

This Request for Proposals (RFP) is intended to result in a contract securing the services of an agency(s), corporation(s), or individual(s) to provide electronic monitoring beacons, transmitters, and monitoring support services for adult offenders located within various communities in Alaska. It is expected that, during the life of any contract resulting from this RFP, Alaskan communities other than those shown in Section 4 and 5, may be added or deleted and/or the number of participating offenders will fluctuate, and these additions shall be considered Anticipated Amendments. The Department anticipates adding some or all of the 18 Pretrial, Probation and Parole offices, 15 Regional and Community Jails, 12 Correctional Institutions, 6 sentenced EM offices and 6 Community Residential Centers and they will be considered anticipated amendments.

Community/Area Served	Estimated number of EM Placements	Estimated Number of Regular Units (RF)	Estimated Number of Regular w/Alcohol Monitoring (CONTINUOUS ALCOHOL MONITORING DEVICE)	Estimated Number of Regular GPS One Piece Active Units	Estimated Number of Mobile Breath Alcohol Unit w/picture, GPS, Facial Recognition Units	Full On-Site Service by Contractor Yes/No
Anchorage EM	99	0	47	62	4	Yes
Anchorage CRC (Cordova)	71	0	0	71	0	

Anchorage CRC (Midtown)	21	0	0	21	0	
Anchorage CRC (Parkview)	51	0	0	51	0	
Anchorage (Akeela)	1	0	0	1	0	
Anchorage (Clitheroe)	8	0	0	8	0	
Anchorage Pretrial	972	0	0	702	403	Yes
Cordova Pretrial	7	1	0	2	4	No
Craig Pretrial	3	0	0	0	3	No
Fairbanks EM	42	0	15	33	6	*No
Fairbanks CRC (North Star)	35	0	0	35	0	
Fairbanks Pretrial	191	0	26	140	79	*No
Haines Pretrial	2	0	0	1	1	No
Homer Pretrial	2	0	0	2	0	No
Juneau EM	4	0	0	3	3	No
Juneau Pretrial	129	0	2	79	60	No
Kenai Pretrial	63	0	0	35	20	No
Kenai (WCC)	6	0	2	4	4	No
Ketchikan Pretrial	24	0	0	19	7	No
Ketchikan EM	3	1	0	2	0	No
Kodiak Pretrial	35	0	0	12	23	No
Palmer Pretrial	251	0	2	160	119	*No
Palmer EM	25	0	11	17	0	*No
Pt. McKenzie	3	0	0	3	0	
Valdez Pretrial	10	0	0	6	4	No
Estimated total currently per year: 2316		2	105	1469	740	

The department is estimating an average of 2300-2800 units in any given year during the course of the resulting contract.

Units located in the Anchorage area will require the equipment, electronic monitoring service, and full support services. Additional full-time support will be needed for CRC EM placements for Anchorage and Fairbanks areas.

* Units located in the Fairbanks and Palmer (Mat-Su) areas will require equipment, electronic monitoring service, and part-time support services. Those located outside of Anchorage will not require the full support services, but only the equipment and electronic monitoring service. However, Fairbanks and Palmer will require part-time support. State of Alaska staff and/or designees will interact with offender, attach bracelets, troubleshoot problems, etc. (i.e., provide local support services) in some areas outside of Anchorage. The offeror will be required to provide pricing under two scenarios; for all communities outside of Anchorage without full support services, and, for the Anchorage area with full support services included. In the future, the department may seek to obtain full support services in work locations outside of Anchorage, the pricing for which will be negotiated with the contractor at that time on a location-specific basis.

- The Mat-Su Valley is defined as the Palmer, Sutton, and Wasilla area. For pricing purposes Mat-Su Valley is considered to be the same as the Anchorage area.

There is no minimum or maximum guarantee of how many units will be needed throughout the life of the contract. However, the Department anticipates that the number of electronic monitoring units depicted above may increase and the department may have to exercise the following anticipated amendments to meet a potential expansion of electronic monitoring services and they will be considered part of the original scope of work and services.

1. FY22 estimates may increase from 2300 units to 2500 units
2. FY23 estimates may increase up to 2800 units
3. FY24 estimates may increase up to 2800 units
4. FY25 estimates may increase up to 2800 units
5. FY26 estimates may increase up to 2800 units

Also included in the scope of work are the Departments 18 Pretrial, Probation and Parole offices, 15 Regional and Community Jails, 13 Correctional Institutions, 6 Sentenced EM offices and 6 Community Residential Centers that may be added or deleted and/or the number of participating offenders will fluctuate, and these additions shall be consider Anticipated Amendments.

Population consists of male, female, and some juveniles.

Current Contractor & Information

***BI Incorporated
Boulder, Colorado***

Devices Provided by Contractor

BI - AMD SL2, BI - AMD SL3, BI - LOC8, BI - LOC8 XT, BI - HG 206, & BI – TAD

Units in Use as of 10/2021

BI - AMD SL2 – #366, BI - AMD SL3 – #382, BI - LOC8 – #72, BI - LOC8 XT – #1098, BI - HG #206 – 1, BI - TAD - #31

Current Contract Costs

BI - AMD SL2 - \$2.60, BI - AMD SL3 - \$2.60, BI - LOC8 - \$2.50, BI - LOC8 XT - \$2.50, BI - HG 206 - \$2.25, BI T- AD - \$2.80

Current Rates for Additional Monitoring

BI - AMD SL2 - \$3.49, BI - AMD SL3 - \$3.49, BI - LOC8 - \$2.14, BI -LOC8 XT - \$2.14, BI - HG 206 - \$1.29 , BI - TAD - \$3.19

Average Activations (Installations) Per Month

For October 2021 - BI - LOC8 – #42, BI - LOC8 XT – #434, BI - AMD SL2 – #176, BI - AMD SL3 – #154, BI - TAD - #149

Average Deactivations Per Month

For October 2021 - BI - LOC8 – #10, BI - LOC8 XT – #50, BI - AMD SL2 – #36, BI - AMD SL3 – #50, BI - TAD - #46

Average Lost Stolen or Damaged Devices

BI - AMD SL2 - #124, BI - LOC8 - #322, BI - TAD - #15

Current Spare On-Hand Equipment Inventory %

10% but each office operates independently and typically tries to order enough equipment each week to perform the installations and to swap out equipment for routine maintenance and issues. The state currently does not pay any excess fees for over the 10%.

Average Active Daily offenders is as follows:

1. GPS Monitoring - **1475**
2. RF Monitoring (landline units) - **0**
3. RF Monitoring (cellular units) - **2**
4. Breath Alcohol Monitoring - **750**
5. Transdermal Alcohol Monitoring – **105 w/RF**

The State is currently responsible for collecting program fees, where applicable (Sentenced EM program).

Average number of new participants installs per month:

1. GPS Monitoring - **476**
2. RF Monitoring - **0**
3. Breath Alcohol Monitoring – **330**
4. Transdermal Alcohol Monitoring – **149 w/RF**

Average number of program participant removals:

1. GPS Monitoring - **60**
2. RF Monitoring - **0**
3. Breath Alcohol Monitoring – **86**
4. Transdermal Alcohol Monitoring – **46 w/RF**

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Alaska Department of Corrections is seeking proposals for home confinement and community corrections electronic monitoring equipment and services in various communities located throughout Alaska. The purpose of this program is to protect the public by supervising defendants in the pretrial phase (bail release), as well as, post sentencing, by utilizing electronic monitoring devices by a contractor with supervision provided by the Alaska Department of Corrections.

The pretrial (bail release) population (defendants) are ordered to conditions of release set by the court under AS 12.30 and supervised by the Alaska Department of Corrections. The court may order electronic monitoring of defendants to allow a defendant to release back to the community, upholding the presumption of innocence and releasing the defendant to the least restrictive conditions to ensure both court appearance and public safety. The supervision and enforcement of the conditions of release fall under the jurisdiction of the Alaska Department of Corrections, Division of Pretrial, Probation and Parole.

The sentenced population program will provide a low-cost sentencing alternative to incarceration, reserving the more secure and expensive prison/jail beds for Alaska's most dangerous offenders. The offender will be allowed to maintain employment, remain with family, and still be held accountable for his or her crime(s) through continuous 24-hour electronic monitoring and supervision. In addition, offenders who are able will be required to participate in the cost of their electronic monitoring. The contractor may be required to collect fees from the offender. The supervision and enforcement is under the jurisdiction of the Alaska Department of Corrections, Division of Institutions.

The department's Division of Institutions and Division of Pretrial, Probation & Parole are soliciting proposals for all required field monitoring equipment for selected offenders under the jurisdiction of the Department. In locations outside of Anchorage, Palmer and Fairbanks, the successful offeror will not be required to provide support services (i.e., installation, maintenance/repair, troubleshooting, removal, etc.) at this time. The offeror will also be required to provide a system or process for submitting trouble tickets to report issues with a device that will allow for tracking and trouble-shooting issues. The offeror will provide the department with access to a victim notification app. This app should be able to provide proximity alerts and allow for a panic button feature. All offerors are required to provide pricing as stipulated in the Cost Proposal Form (Attachment 9).

There is no minimum or maximum guarantee of how many units will be needed throughout the life of the contract. However, the Department anticipates that the number of electronic monitoring units may increase, and the department may have to exercise the following anticipated amendments to meet a potential expansion of electronic monitoring services and they will be considered part of the original scope of work and services. It is expected that, during the life of any contract resulting from this RFP, Alaskan communities other than those mentioned, may be added, or deleted and/or the number of participating offenders will fluctuate. The Department anticipates adding some or all of the 18 Pretrial, Probation and Parole offices, 15 Regional and Community Jails, 13 Correctional Institutions, 6 Sentenced EM offices and 6 Community Residential Centers.

The specifications in this RFP are intended to convey the department's minimum expectations. Alternative solutions may be proposed, but the proposal must meet or exceed the general scope of this RFP. Offerors must explain how the products and/or services they are offering will meet (or exceed) the specific requirements and must also identify any components of their proposal that fall short of the specific requirements herein. **In order for an offeror to be considered responsive they must be capable of providing all equipment and services required in the Scope of Work and Specific Requirements.**

NOTE:

Battery replacement on Ankle transmitter devices and other devices will be done by DOC personnel at recommended intervals or as needed.

Offerors shall utilize GPS satellites (31) and GLONASS satellites (24) on location tracking units. This will allow for a much more accurate tracking which benefits both public safety and equipment recovery.

Offeror shall provide a device that gets no less than 10 satellite hits on a tracking unit when operating normally. Currently, only using GPS satellite technology, it is common to get only 4-8 satellite hits, which translates to hits 60 plus feet away from the transmitting unit.

Electronic Monitoring Equipment: The DOC estimates that “active” monitoring units consisting of a continuous signaling Device will be required at the locations, and in the quantities, shown in Section 2.01 of this RFP. The DOC does not guarantee the ordering of any minimum or maximum quantity of units, neither in total nor within a specific community. To allow for rapid replacement in case of equipment failure, loss, late shipments, etc., a small supply of spare units must be provided in each service location that has ten (10) or more active units. The spare units will be considered inactive and, therefore, shall not accrue a daily fee until the day of activation. All units must report to a single host computer system (notwithstanding the requirement for redundant backup systems utilizing standard telephone lines, cellular or, in the case of GPS, GLONASS satellite tracking systems. The host computer system must either be provided directly by the successful offeror or by the offeror’s State-approved subcontractor. The units should be non-intrusive to the offender and require no active participation by the wearer of the device. The entire system and components must meet the following minimum specifications:

Transmitter: The successful offeror will be expected to provide sufficient transmitters to meet the needs of the DOC. All transmitters must meet the following minimum specifications:

1. The transmitter (bracelet) must be small, light, and not unduly restrictive. It must attach around the ankle or wrist of the offender and weigh no more than eight (8) ounces. The transmitter must emit an individually coded signal, at least once every 25 seconds, with a transmission range of not less than 150 feet.
2. The strap and circuitry within the transmitter must enable the transmitter to immediately notify a host computer of any tamper attempt or removal from the offender’s ankle/wrist.
3. Each transmitter and beacon must be a matched pair with specific coding to prevent the possibility of two different offender units transmitting identical signals.
4. The case of the transmitter must be sealed and be shock and water resistant.
5. The strap must be easily installed or replaced in the field on most offenders by the offeror’s local employee(s), subcontractor, DOC staff, or designee.
6. The batteries powering the transmitter must meet one of the following requirements:
 - 1) Capable of continuous field operation for a minimum of six months and be easily replaced or recharged in the field by the offeror’s local employee(s), subcontractor, DOC staff, or designee without excessive down time and/or without requiring replacement of either the transmitter or beacon/monitor in the home; or
 - 2) Be classified as a “life-cycle” battery with a guaranteed life cycle of not less than twelve (12) months. All transmitters operating on “life-cycle” batteries must be replaced at specific intervals to avoid failure of transmitters due to loss of battery power. The DOC reserves the right to require transmitter replacement at shorter intervals for “life-cycle” transmitters should it be determined that the failure rate is unacceptable due to battery loss of power. The battery powering the transmitter shall not require replacement or removal of the strap to replace the battery.

7. The transmitter must operate through the range of temperatures that will be experienced in a typical client environment.
8. The beacon must be able to recognize and transmit a tamper alert signal immediately upon return of offender within range of the beacon if a tamper occurred while the offender was out of range of the beacon. When within range of the beacon, a tamper signal must be transmitted immediately when a tamper occurs. Reset of tamper conditions must be restricted to authorized personnel only.
9. The transmitter must be designed to prevent tracing or duplication of the signal by other electronic devices or equipment.
10. Transmitter must pair with a Beacon to report monitoring data to the Offeror's central monitoring computer system. The Transmitter will be compatible with optional Beacons that use either landline connections or cellular networks.
11. The strap and required fasteners must not be available to the general public either commercially or through any mail order outlet.

Beacon/Monitor: The successful offeror will be required to provide a beacon/monitor for each transmitter which is individually matched to the specific transmitter for both landline-based Beacon and Cellular based Beacon. All beacons/monitors must meet or exceed the following minimum requirements/specifications:

The beacon/monitor must be easily installed in a central location in the individual's home, connected to the telephone or cellular:

1. The beacon/monitor must be easily installed by the offeror's local employee(s), subcontractor, DOC staff, or designee to a standard RJ11-C telephone jack and a standard two-prong 110 AC outlet.
2. The beacon/monitor must be capable of indicating positive receipt of signal from the transmitter.
3. The beacon/monitor must be uniquely and electronically paired to a specific transmitter.
4. The beacon/monitor must be capable of receiving any offender status change (e.g., enter/exit from residence; working condition of home equipment; and transmitter-originated tamper signals). Offender status change information must be date and time-stamped upon occurrence.
5. The beacon/monitor must be capable of transmitting offender status information immediately to the host computer via standard telephone lines and cellular.
6. The beacon/monitor must be capable of notifying the host computer of any tamper attempts to beacon/monitor or phone/power line, including disconnects and/or attempts to simulate or duplicate transmitter signal.
7. The beacon/monitor must report at least once each four (4) hours to the host computer confirming operational status of equipment.
8. The beacon/monitor must have a back-up power source that allows for storage of messages and must be able to function normally for at least forty-eight (48) hours in the event of a power failure. The beacon/monitor must be able to transmit information to the host computer during power outage or immediately upon power restoration. The beacon/monitor must have an internal clock and must "date and time stamp" all messages upon occurrence. If the Beacon loses communication with the Offeror's central monitoring computer system, the Beacon must store up to two weeks' worth of messages until communication is restored.
9. The beacon/monitor shall have the capabilities of delivering courtesy "alert tones" on a telephone line that is in use. These tones are intended to alert the offender to yield the line so the beacon can communicate with the host computer.
10. The beacon/monitor must be programmable for different range settings up to a maximum of one-hundred fifty (150) feet and a minimum of approximately 35 feet.
11. The Beacon must have a programmable callback time that can be customized by the DOC. The default callback time will be no more than four hours.
12. The power and telephone connections to the Beacon will include surge protections technologies.

13. The Beacon must have field replaceable power and telephone cords.
14. In addition to the requirements above, Cellular based Beacons must be capable of using a cellular connection. The Beacon must function on multiple cellular networks. The Beacon's cellular telecommunications provider set up must be inconsequential to the DOC. The Beacon must call the Offeror's central monitoring computer system after it detects and logs a cellular network disconnect and AC power failure, and request Location Verification. The Location Verification must be automatic and not require the active participation of the Offender. The Beacon must include motion detection to identify any attempt to relocate the unit. The Beacon must have internal antennas that maximize the Beacon's ability to detect the Transmitter signal within the Offender's residence.

NOTE: If the GPS bracelet does not communicate directly when in proximity to the GPS beacon, the requirement for the beacon to be capable of transmitting offender status information immediately must be of a technology available to most of the population in the State. Other technologies may be approved but are not to be exclusive to one type (i.e., Wi-Fi, ethernet) as those technologies are not available throughout Alaska nor affordable to most.

Central Host Computer/Software: The successful offeror will be required to provide the use of a host computer with software to monitor all DOC program offenders on GPS equipment, RF equipment and alcohol detection equipment with a single User login ID and password to the Monitoring Software application. To eliminate probable confusion caused by multiple contracts, a single host computer is preferred for all types of offender units covered by this RFP, alternatives may be considered but must be described in detail in the offerors' proposal. The host must meet the following minimum specifications:

1. The host computer must process in/outbound signals while allowing multi-task (printing, database updates, etc.) and multi-user (making calls, answering calls, etc.) operation.
2. The system must have an internal security system that uses multi-layered log-in passwords or similar security measures for those operators who add, edit, and delete offender information including, but not limited to, offender curfew hours.
3. The system must support a minimum of six (6) different curfews for each day and/or multiple curfews on a specific day. This is for both GPS and RF monitoring.
4. The system must provide immediate notification of violations.
5. The system must be able to record actual date and time of occurrence and date/time of receipt of all status changes reliably. This function should be accurate regardless of the battery life (if not dead).
6. The system must be able to verify that any given field beacon/monitor is located in the offender's residence.
7. The system must have a back-up power source that will insure uninterrupted service.
8. The system must be a State-approved alternate monitoring center(s) to provide the ability for immediate transfer of all monitoring activity. The alternate monitoring center(s) must be geographically different than the primary monitoring center site to assure continued service in case of natural disasters, etc. The geographical redundancy for server redundancy shall be at least 15 miles and the State shall have the right to inspect both sites at any time.
9. The system must be able to have back-up data storage capacities and must, at a minimum, back-up and store all Alaska offenders' data on a daily basis.
10. The system must have the capability of recording all offender response/activity to a digital format.
11. The system must have the capability of signaling a digital or alpha-numeric pager, cellular text, or email when violations occur.
12. The system must be capable of providing both demand and on-line automatic reports.
 - Demand Reports: should include, but are not limited to, offender history, background data, etc.
 - Automatic Reports: should include, but are not limited to, location verification failure, late entry, early departure, tampering, etc.

13. The DOC reserves the right to change reporting requirements and/or request additional reports during the period of service of this contract. Prior to implementing any new reporting requirements, the DOC will consider the resources necessary to meet new reporting requirements.
14. Agency personnel must be able to monitor Offenders from a single monitoring portal with unique User login ID and password credentials.
15. The monitoring portal must be accessible through the Internet from any web-enabled electronic device at any time.
16. Users with access to the monitoring portal must be able to perform the following tasks within the application: Start and stop enrollment of Offenders on the system. Enter and edit Offender information, including testing schedules, billing information, and manage designated contacts to be alerted on the Offender's activity. Set violation notification procedures including escalation. Input, alter, and delete Offenders' schedules. Assign specific users' administrative access. Assign permissions on a per-user basis. Assign users visibility to certain Offenders' records while keeping others private. View and process alerts. View and approve Offenders' test photos. View and print reports.
17. The monitoring portal shall have the ability to conduct tests on a scheduled, random, and on-demand basis and shall be able to notify the Offender of the time of each test immediately prior to the test. This applies to mobile breath/alcohol monitoring units.
18. The monitoring portal must allow simultaneous alert notifications to multiple individuals.
19. The monitoring portal must deliver automated text messages to the Offender, reminding when tests are to be submitted. This applies to mobile breath/alcohol monitoring units.
20. The monitoring portal must allow Users to view all actively monitored Offenders as well as all archived Offender records.
21. The monitoring portal must be capable of sending alerts via text or email.
22. Users must be able to make notes in the Software detailing additional test-related information. The note must be attached to the test submitted. Reports must be able to be run off of these notes. This applies to mobile breath/alcohol monitoring units.

Additional Software Requirements

1. Software Users must be able to perform the following tasks within the application: Enroll and delete Offenders from the system. Enter and edit Offender information, including GPS zones and curfew schedules. Set violation notification procedures including escalation. View and process alerts. View event histories. View and print reports. Making offenders inactive (delete) in the system the state will need to always be able to retrieve the information if necessary.
2. The Software must allow simultaneous alert notifications to multiple individuals.
3. The Software must provide customized escalation procedures for alert and event notification.
4. The Software must be able to handle temporary changes to alert notification procedures.
5. The Software must automatically send a notification for successful and unsuccessful equipment installation.
6. Users must be able to set grace periods for certain violations before the system generates an alert. Examples, exclusion zone enter/exit, driving on major throughfare, curfew times, breath test time period.
7. Grace periods must be customizable at the Offender level.
8. Users must be able to activate or de-activate schedules without having to delete schedules.
9. The Software scheduling function must provide an easy-to-use graphical interface, allowing click-and-drag capability to quickly change a schedule.
10. The Software must provide several schedule varieties, including: Lockdown, May Leave, Must Leave, Daily, One Time, Weekly and Re-occurring.
11. The Software must allow Users to view an active caseload on a single page. This caseload page must provide Users with the ability to sort the caseload, and display the caseload by alert status, risk level, location status, and equipment type.
12. Users must be able to transfer Offender caseloads between Officers.

13. Violation notification must be customizable at the Officer level and the Offender level through the Software interface.
14. Violation notifications must be sent to designated Agency personnel via text message and email.
15. Users must be able to make notes in the Software detailing additional violation-related information. The note must be attached to the alert.
16. Agency personnel must be able to close one or all alerts, and track who closed alert(s). Agency personnel must also be able to reopen closed alerts.

GPS Mapping Software

1. Software must be able to provide a “real time” map view of all active GPS units for each caseload and agency on demand.
2. GPS maps must allow Users to view Offender movement on a state, county, and street level basis.
3. GPS maps must allow Users to view accurate street addresses and be within 5 meters or less associated with Offender location.
4. GPS maps must display Offender direction, movement, and speed.
5. GPS maps must allow Users to view Offender movements indicating GPS data points and direction.
6. The Software must be able to locate any GPS unit on-demand, regardless of reporting rate or service plan.
7. The Software must show the on-demand location request by displaying Offender’s location on a map.
8. The Software must include multiple zones, such as the following: Areas where the Offender should be at all times. Areas where the Offender should not be at any time. Areas where the Offender should be at mandatory times. Optional zones to detect the Offender entering an area that is of interest. A primary location zone.
9. Each different zone must be associated with a color and be easily viewed within the Software.
10. Users must be able to create zones of any shape and size.
11. GPS exclusion zones must add a zone alert.
12. When creating zones, Users must be able to choose a standard map view, a satellite view, or a hybrid view.

NOTE: “System Users” refers to vendors personnel and DOC officers. All components share a singular software application, and the intent is to ensure that officers can access the information they need form on location. This requirement will not be changed.

Victim Notification Application: The Contractor will provide a victim notification app. The department currently does not have a victim notification app in place but wants to add this service to the resulting contract. The state will incur all cost for the notification app. Currently there are no domestic violence victims or offenders being monitored. The goal is to provide the victim with an app that they can download on their phone if the perpetrator enters an exclusion zone specific to the victim. The estimate user of the Victim Notification App would be roughly 800 to 1000 users. The victim notification app will be provided within 90 days of contract award.

Mobile Breath Alcohol Monitoring Units: The offeror will be required to provide a minimum of twenty (20) mobile monitoring units. In all other service locations, the offeror will be required to provide a minimum of two (2) mobile monitoring units. These units shall be capable of being hand carried. The cost for these mobile units must be included in the daily unit rate for “mobile breath alcohol” monitoring units proposed by the offeror. The offeror will be asked to furnish a price for each unit in excess of the units required under this clause. At a minimum, the mobile monitoring units must:

1. Be equipped with a digital display which will show the offender’s identification by name or transmitter number.
2. The Device must measure Breath Alcohol Content (BrAC) by using professional-grade fuel cell technology with an accuracy of at least +/- .005.
3. The Device must measure BrAC by collecting deep lung breath samples.

4. The Device must be able to differentiate between ingested alcohol and environmental contamination.
5. The Device must include a disposable and/or reusable mouthpiece.
6. As the concentration of alcohol in a deep lung breath sample is directly proportionate to alcohol concentration in the blood, the Device must be capable of measuring Blood Alcohol Content (BAC) of 0.000 – 0.100.
7. If the Offender submits a positive test of 0.01 or higher, the Device will automatically require periodic re-testing until the Offender submits a test of less than 0.01 or reaches the maximum number of re-tests. The number of required re-tests must be at least 4.
8. The Device must be a rugged one-piece unit that is small and light enough to be easily and discreetly carried by the Offender. Offeror shall provide size and weight of device.
9. The Device must include an internal camera that aids in Offender identity verification by capturing a picture of the Offender during each test.
10. The Device camera must include an infrared flash to enable capturing pictures in low-light or dark spaces.
11. The Device must be wireless and include embedded cellular technology.
12. The Device must wirelessly transmit test data to the monitoring portal.
13. The device should be designed with a dynamic internal memory storage system.
14. In the event that the Device is not able to communicate with the monitoring portal, the Device should be able to store and record a minimum of 75 tests.
15. The Device must use multiple acquisition technologies to determine the Device's location.
16. The Device must include embedded GPS technology to capture the location for each test.
17. The Device must be able to check for and download firmware updates over a cellular or wireless connection.
18. The Device shall be capable of operating normally when in proximity to other CAM/GPS & GLONASS/Rf transmitters/beacons and electronic devices (e.g., cell phones, satellite television beacons, microwave ovens, computers, and radio towers).
19. The Device must provide real-time reporting that includes the, BrAC, GPS location, and time and date stamp captured by the Device for each test.
20. The monitoring portal must include facial recognition capabilities and automatically compare test photos against multiple historical offender file photos.
21. The Device must include a Lithium-ion rechargeable battery with at least a 3-day life under normal usage.
22. The Device must have a battery life of at least two weeks when not in active use, or when in "stand-by" mode.
23. The battery must fully recharge in approximately four hours or less when fully depleted.
24. The Device must include the capability to track when the Device is due for a calibration check.
25. Calibration will be needed once a year or as recommended by the contractor.
26. At the necessary time, the Agency will return the Device to the Vendor for recalibration to ensure accuracy. The Vendor will send a replacement Device to the Agency upon request.
27. The Offeror's central monitoring portal must be capable of generating automated alerts to the Agency based on test results. The system will generate alerts for positive tests, missed tests and declined photos.
28. The Offeror's central monitoring portal must be capable of generating automated daily, weekly, and monthly reports that compiles all Offenders being monitored into one report.
29. The Offeror's central monitoring portal must be capable of generating automated alerts that can be sent via text or email.
30. The Offeror's central monitoring portal must be capable of generating a report for a single Offender, include the scheduled time of the test, received time of the test, the master photo and the BrAC of the test.
31. The Offeror's central monitoring portal must be capable of generating a report for a single Offender, including total days monitored, total tests sent, total positive tests, total secondary compliant tests, total compliant tests, and total tests marked as missed or late.
32. The device must record any error code or other malfunction within its internal storage.
33. The Offeror shall provide a mobile breath device that is trackable within 500 feet at all times.

Alcohol Continuous Monitoring Device: The offeror must provide a daily unit price for mobile breath/alcohol monitoring units (ALCOHOL CONTINUOUS MONITORING DEVICE), both with and without support services included. All units must report breath/ alcohol test results to the host computer system utilizing standard telephone lines and cellular. As with all other units, all costs related to the Breath Alcohol units must be included in the proposed daily unit pricing. Offeror must also provide an ankle-worn device, , or another worn device, that measures ingested alcohol 24/7 through a sensor that rests firmly on the clients' skin and transmits the test results in real-time and an optional Beacon that detects the Transmitter's signal and reports the monitoring data to the Offeror's central monitoring computer system. This continuous alcohol monitoring device measures offender alcohol use via vaporous or insensible perspiration passed through the skin.

The Department requires, at minimum, the following technologies: Water submersion, Skin conductivity, Temperature, Proximity to the leg and strap tamper detection technologies in transdermal alcohol monitoring device or provide an explanation how your device can meet or exceed the minimum tamper detection technologies in a different manner. The device must notify if it is submerged in water for a period of time.

The system must meet the following minimum specifications:

1. Provide a numeric result that accurately corresponds to the level of alcohol contained in the offender's blood.
2. Provide positive identification of the offender who is being tested. The system must also provide security and tamper measures that prevent anyone (or anything) other than the offender from completing the test.
3. Provide test results that are date and time stamped.
4. Must be compatible with, and/or usable in conjunction with, the regular units required elsewhere in this RFP.
5. Must be UL approved and compliant with FCC laws and regulations.
6. The Monitoring System should be accepted in court under the Frye-Daubert standards.
7. The Transmitter must take an alcohol sample a minimum of once every 30 minutes.
8. The Transmitter must very durable and shock resistant.
9. The Transmitter must be water resistant up to a minimum of three feet, to allow activities such as bathing. The requirement for the transmitter to be water resistant is to allow for normal bathing regiments, it is not to monitor for alcohol while submerged. If the transmitter is submerged, we want to ensure it will not damage the device.
10. The Transmitter's battery must last for at least six months after install on the wearer.
11. When a low-battery event occurs, the System must generate a low-battery alert that gives Agency personnel five days to replace the battery before it becomes exhausted.
12. The Transmitter's straps and battery must be replaceable in the field and require minimal training for Agency personnel.
13. The Transmitter must be able to distinguish between ingested alcohol and environmental alcohol.
14. The Transmitter should have multiple tamper detection technologies including: Water submersion, Skin conductivity, Temperature, Proximity to the leg, Motion detection and Strap tamper detection.
15. At a minimum, the Transmitter must detect, record, and alert Agency personnel of the following events: Low battery, Device must be returned for recalibration, Alcohol event, Equipment tamper, no motion and Curfew violation (if paired with an optional Beacon). The state will allow for a temperature reading in lieu of no motion as an indicator the device is still on the body.
16. The Transmitter must be able to pair with a Beacon to report monitoring data to the Offeror's central monitoring computer system.
17. The Transmitter must emit a signal to the Beacon at least once every 30 seconds continually, during the operating life of the Transmitter's battery.
18. RF signals from the Transmitter to the Beacon should have a range of up to 150 feet.
19. RF signals from the Transmitter to the Beacon should be on a noncommercial frequency.
20. The Transdermal Alcohol Monitoring System must include a Beacon that detects the signal of a Transmitter worn on an Offender's ankle 24x7. The Beacon must report monitoring data to the Offeror's central monitoring computer system using the Offender's home telephone line. The Beacon must also provide in-home curfew monitoring.

21. The Beacon must be easily installed in a central location in the Offender's residence near the telephone and weigh no more than five pounds.
22. The Beacon must be capable of full communications with the Offeror's central monitoring computer system by connection to a standard RJ-11-C modular telephone connector.
23. The Beacon must plug in to a standard telephone jack as well as to a standard two-prong, AC power source.
24. The Beacon must indicate the following: The Transmitter is within signal range of the Beacon, the status of power to the Beacon, the Beacon can communicate with the Offeror's central monitoring computer system over the landline telephone service.
25. The Beacon must call the Offeror's central monitoring computer system after it detects and logs a telephone line disconnect and AC power failure and request Location Verification. The Location Verification must be automatic and not require the active participation of the Offender.
26. The Beacon must include detection to identify any attempt to relocate the unit.
27. The Beacon must have dual internal antennas that maximize the Beacon's ability to detect the Transmitter signal within the Offender's residence.
28. The Beacon must have an adjustable range for receiving Transmitter signals. The range must be adjustable from a maximum of approximately 150 feet to a minimum of approximately 35 feet.
29. The Beacon must utilize a feature to alert the Offender to surrender the telephone line.
30. The Beacon must have a programmable callback time that can be customized by the Agency. The default callback time must be no more than four hours.
31. Each Beacon must be able to be matched to any transmitter in the Agency's inventory by Agency personnel without having to be sent back to the Vendor.
32. The Beacon must be able to communicate with the Offeror's central monitoring computer system on battery backup in the event of an AC power loss.
33. The Beacon must be able to function normally on battery backup for 48 hours in the event of AC power loss.
34. The Beacon must report an alert to the Offeror's central monitoring computer system along with all other stored messages prior to losing reserve power.
35. The Beacon must date, and time stamp all events.
36. If the Beacon loses communication with the Offeror's central monitoring computer system, the Beacon must store up to a week's worth of monitoring data until communication is restored.
37. The Beacon must include tamper detection.
38. At a minimum, the system must detect, record, and alert Agency personnel for the following events: Presence of alcohol, Equipment tamper, Failure to download alcohol information from the Transmitter, Beacon in motion, Telephone connection lost and regained, Beacon power lost and regained, Location verification, Failure to leave and return as scheduled over a period of time and Curfew violation.
39. The Transdermal Alcohol Monitoring System must include a Beacon that detects the signal of a Transmitter worn on an Offender's ankle 24x7. The Beacon must report monitoring data to the Offeror's central monitoring computer system using multiple cellular networks. The Beacon must also provide in-home curfew monitoring.
40. The Beacon must be easily installed in a central location in the Offender's residence and weigh no more than five pounds.
41. The Beacon must be capable of full communications to the Offeror's central monitoring computer system using a cellular connection.
42. The Beacon must plug in to a standard two-prong, AC power source.
43. The Beacon must function on multiple cellular networks.
44. The Beacon's cellular telecommunications provider set up must be inconsequential to the Agency.
45. The Beacon must indicate the following: The Transmitter is within signal range of the Beacon, the status of power to the Beacon and Cellular signal strength.
46. The Beacon must include detection to identify any attempt to relocate the unit.
47. The Beacon must have dual internal antennas that maximize the Beacon's ability to detect the Transmitter signal within the Offender's residence.
48. The Beacon must have an adjustable range for receiving Transmitter signals. The range must be adjustable from a maximum of approximately 150 feet to a minimum of approximately 35 feet.

49. The Beacon will have a programmable callback time that can be tailored by the agency through the Offeror's central monitoring computer system. The default callback time will be no more than four hours.
50. Each Beacon must be able to be matched to any transmitter in the Agency's inventory by Agency personnel without having to be sent back to the Vendor.
51. The Beacon must be able to communicate with the Offeror's central monitoring computer system on battery backup in the event of an AC power loss.
52. The Beacon must be able to function normally on battery backup for 24 hours in the event of AC power loss.
53. The Beacon must report an alert to the Offeror's central monitoring computer system along with all other stored messages prior to losing reserve power.
54. The Beacon must date, and time stamp all events.
55. If the Beacon loses communication with the Offeror's central monitoring computer system, the Beacon must store 48 hours of monitoring data until communication is restored.
56. The Beacon must include tamper detection.
57. At a minimum, the system must detect, record, and alert Agency personnel for the following events:

- Presence of alcohol
- Equipment tamper
- Failure to download alcohol information from the Transmitter
- Beacon in motion
- Beacon power lost and regained
- Failure to leave and return as scheduled over a period of time
- Curfew violation

Radio Frequency Monitoring System: The Agency requires a radio frequency solution that continually monitors an Offender's presence or absence from the home. The Agency will utilize this technology to ensure that lower risk offenders are compliant with Agency mandated home curfew requirements.

Worn Device

1. The RF Monitoring System must include a Transmitter worn on an Offender's ankle 24x7.
2. The Transmitter must weigh no more than eight ounces and not restrict the daily activities of the Offender.
3. The Transmitter will send an individually coded signal to the Beacon based in the Offender's residence. Describe the mechanisms in place to deter duplication of transmitter signals.
4. The Transmitter will communicate to the Beacon using a noncommercial frequency.
5. The Transmitter must have dual tamper detection technologies.
6. The tamper detection features will enable the Transmitter to immediately notify the Offeror's central monitoring computer system (when in range of the Beacon) of any tamper attempt or removal from the Offender's ankle.
7. Attempts to stretch or damage the Transmitter strap, open the latches, or open the Transmitter case will be obvious upon visual inspection.
8. Each Transmitter must be able to be electronically matched to any Beacon in the field through the Offeror's proposed monitoring software.
9. The case of the Transmitter will be sealed, shock and water-resistant, and function reliably under normal atmospheric and human environmental conditions. Describe the durability testing performed on the Transmitter during design.
10. The Transmitter must emit a Radio Frequency signal at a minimum of once every 25 seconds on a continuous basis.
11. The Transmitter will notify the Offeror's central monitoring computer system of low battery status.
12. The Transmitter strap will be easily replaced in the field by Agency personnel.

13. The Transmitter strap will not be made of metal or steel that may cause injury to either Agency personnel or the Offender.
14. The battery powering the Transmitter will have an operational life of one year, and not require replacement or removal of the strap to replace the battery.
15. The Transmitter will be easily installed on the Offender with minimal training and experience of Agency personnel.
16. The Vendor will supply all replacement straps and batteries at no charge to the Agency throughout the life of the contract.
17. The Transmitter will utilize internal antennae or multiple antennae to reduce dead zones, and increase accuracy of signal transmission.
18. The Transmitter must pair with a Beacon to report monitoring data to the Offeror's central monitoring computer system. The Transmitter will be compatible with optional Beacons that use either landline connections or cellular networks.

Landline Based Beacon

1. The RF Monitoring System must include a Beacon that detects the signal of a Transmitter worn on an Offender's ankle 24/7. The Beacon must report monitoring data to the Offeror's central monitoring computer system using the Offender's home telephone line.
2. The Beacon must be easily installed in a central location in the Offender's residence near the telephone and weigh no more than five pounds.
3. The Beacon must be capable of full communications to the Offeror's central monitoring computer system by connection to a standard RJ-11-C modular telephone connector.
4. The Beacon must plug in to a standard telephone jack as well as to a standard two-prong, AC power source.
5. The Beacon must indicate the following: The Transmitter is within signal range of the Beacon, the status of power to the Beacon, the Beacon can communicate with the Offeror's central monitoring computer system over the landline telephone service.
6. The Beacon must call the Offeror's central monitoring computer system after it detects and logs a telephone line disconnect and AC power failure, and request Location Verification. The Location Verification must be automatic and not require the active participation of the Offender.
7. The Beacon will have dual internal antennae that will maximize the Beacon's ability to detect the Transmitter signal within the Offender's residence.
8. The Beacon must have an adjustable range for receiving Transmitter signals. The range must be adjustable from a maximum of approximately 150 feet to a minimum of approximately 35 feet.
9. The Beacon must utilize a feature to alert the Offender to surrender the telephone line.
10. The Beacon must have a programmable callback time that can be customized by the Agency. The default callback time will be no more than four hours.
11. Each Beacon must be able to be matched to any transmitter in the Agency's inventory by Agency personnel without having to be sent back to the Vendor.
12. The Beacon must be able to communicate with the Offeror's central monitoring computer system on battery backup in the event of an AC power loss.
13. The Beacon must be able to function normally on battery backup for 48 hours in the event of AC power loss.
14. The Beacon must date, and time stamp all events.
15. If the Beacon loses communication with the Offeror's central monitoring computer system, the Beacon must store up to two weeks' worth of messages until communication is restored.
16. The Beacon must include tamper detection.
17. At a minimum, the system must detect, record, and alert Agency personnel for the following events:
 - a. Failure to leave and return as scheduled over a period of time
 - b. Equipment malfunctions
 - c. Tampering with either the Transmitter or Beacon Telephone connection lost and regained
 - d. Beacon power lost and regained

- d. Location verification
 - e. Missed calls from Beacon
 - f. Low battery condition of the Transmitter
18. The power and telephone connections to the Beacon will include surge protection technologies.
 19. The Beacon will perform various self-diagnostic tests to ensure successful installation in the Offender's residence.
 20. Agency personnel will have the option of configuring the Beacon to emit audible tones when an Offender leaves the range of the Beacon. This feature will be configurable in the Offeror's monitoring software.
 21. The Beacon must have field replaceable power and telephone cords.

Cellular Based Beacon

1. The RF Monitoring System must include a Beacon that detects the signal of a Transmitter worn on an Offender's ankle 24x7. The Beacon must report monitoring data to the Offeror's central monitoring computer system using multiple cellular networks.
2. The Beacon will be easily installed in a central location in the Offender's residence and weigh no more than five pounds.
3. The Beacon must be capable of full communications to the Offeror's central monitoring computer system using a cellular connection.
4. The Beacon must plug in to a standard two-prong, AC power source.
5. The Beacon must function on multiple cellular networks.
6. The Beacon's cellular telecommunications provider set up must be inconsequential to the Agency.
7. The Beacon must indicate the following:
 - a. The Transmitter is within signal range of the Beacon
 - b. The status of power to the Beacon
 - c. Cellular signal strength
8. The Beacon must call the Offeror's central monitoring computer system after it detects and logs a cellular network disconnect and AC power failure, and request Location Verification. The Location Verification must be automatic and not require the active participation of the Offender.
9. The Beacon must include detection notification to identify any attempt to relocate the unit.
10. The Beacon must have dual internal antennas that maximize the Beacon's ability to detect the Transmitter signal within the Offender's residence.
11. The Beacon must have an adjustable range for receiving Transmitter signals. The range must be adjustable from a maximum of approximately 150 feet to a minimum of approximately 35 feet.
12. The Beacon will have a programmable callback time that can be tailored by the agency through the Offeror's central monitoring computer system. The default callback time will be no more than four hours.
13. Each Beacon must be able to be matched to any transmitter in the Agency's inventory by Agency personnel without having to be sent back to the Vendor.
14. The Beacon must be able to communicate with the Offeror's central monitoring computer system on battery backup in the event of an AC power loss.
15. The Beacon must be able to function normally on battery backup for 24 hours in the event of AC power loss.
16. The Beacon must date, and time stamp all events.
17. If the Beacon loses communication with the Offeror's central monitoring computer system, the Beacon must store 48 hours until communication is restored.
18. The Beacon must include tamper detection.
19. At a minimum, the system must detect, record, and alert Agency personnel for the following events:
 - a. Failure to leave and return as scheduled over a period of time Equipment malfunctions

- b. Tampering with either the Transmitter or Beacon
 - c. Beacon power lost and regained
 - d. Location verification
 - e. Missed calls from Beacon
 - f. Low battery condition of the Transmitter
20. The power connection to the Beacon will include surge protection technologies.
21. The Beacon will perform various self-diagnostic tests to ensure successful installation in the Offender's residence.
22. Agency personnel will have the option of configuring the Beacon to emit audible tones when an Offender leaves the range of the Beacon. This feature will be configurable in the Offeror's proposed monitoring software.
23. The Beacon must have a field replaceable power cord.

NOTE: Wi-Fi is not widely available throughout the State of Alaska at this time as it is in the lower 48 states. Most of our population may not have the means to have Wi-Fi available to them or it may not be available in their locations. Wi-Fi is not an option that the State is interested in pursuing at this time.

Other Products and Services

The offeror must provide other technologies such as:

One-Piece Global Position Tracking System (GPS): The offeror must provide a daily unit price for GPS and GLONASS tracking devices and monitoring service, both with and without support services included, for selected offenders. The cost for these units must be included in the daily unit rate for "One-Piece Global Position System" monitoring units proposed by the offeror. Offerors must also provide a GPS tracking system where data points are captured in the tracking unit throughout the day and downloaded into a base station when the offender returns home. While home the system converts into a radio frequency system that monitors the absence or presence of the offender at home. Offerors may propose multiple GPS tracking devices. The state will allow up to 2 device options to be provided, however, you must select your primary device being offered and enter it on Attachment 9. Optional items offered will not be evaluated unless selected by the department and can be entered on page two of Attachment 9.

All GPS devices must meet the following minimum requirements:

- 1. The device shall be small, light, durable, shock-resistant, washable, and not unduly restrictive for the wearer.
- 2. The device must comply with FCC regulations.
- 3. The straps, battery and circuitry within the device must provide immediate notification to the host computer of any tamper attempt.
- 4. Each device must be individually coded (and/or programmable for encoding) to correspond with the offender of assignment. Offender status change information (location at specific times, tamper alerts, out of range, etc.) must be date and time-stamped upon occurrence.
- 5. The device's battery must be replaceable or rechargeable in the field and require minimal training for Agency personnel.
- 6. The case of the transmitter must be sealed and be shock and water resistant.
- 7. The device and/or strap must be easily installed or replaced in the field on most offenders by the offeror's local employee(s), subcontractor, DOC staff, or designee. Installation must require no tools once the straps are in place.
- 8. The batteries powering the device should provide for continuous use without frequent battery changes. The device's battery must be fully functional for no less than 20 hours and must be rechargeable for no less than 365 recharge cycles. The battery must fully recharge in two hours or less when fully depleted. The battery

- charging power cord should release without damage to the device. The offender must be able to recharge the device with a wall charger. Battery should be rechargeable to the ratio of 1 hour or less per 10 hours of runtime.
9. The device must be able to detect tampering with the strap.
 10. Agency personnel must be able to determine if an offender attempted to tamper with the device upon visual inspection.
 11. The device should be able to recognize and transmit a tamper alert signal immediately upon return of offender within range of the beacon if a tamper occurred while the offender was out of range of the beacon. When within range of the beacon, a tamper signal must be transmitted immediately when a tamper occurs. Reset of tamper conditions must be restricted to authorized personnel only.
 12. The exterior of the device must not have any screws or other removable components.
 13. Agency personnel must be able to communicate with the offender through a minimum of one-way communication. The Offeror's software must provide Agency personnel the ability to send messages on command.
 14. The device must automatically communicate with the offender for certain events, such as low battery or battery recharged.
 15. Voice messages must be available in English.
 16. The device must provide a feature for the offender to acknowledge the one-way communication.
 17. Agency personnel must be able to specify volume level of the speaker (high, medium, or low).
 18. The device must include alternate methods of determining its location when GPS is unavailable.
 19. The device must be able to transmit data to the Offeror's central monitoring computer system as often as once every 15 minutes.
 20. The device must be AFLT capable. The Vendor must specify the AFLT collection rate in the proposal. This may continue in the State of Alaska and not outdate here is a requirement for this RFP.
 21. The device must function on multiple cellular networks.
 22. The device must be configurable to collect location data in Active, Hybrid, and Passive modes without making any adjustments to the unit hardware.
 23. The device must operate through the range of temperatures that will be experienced in a typical client environment.
 24. The device must be designed to eliminate GPS drift points.
 25. The device must not unduly restrict the offender's day to day activities.
 26. The device must store zones on board the unit.
 27. The Offender-Worn device must be able to pair with an optional RF device to provide in- home curfew monitoring.
 28. The device must indicate the following: GPS signal status, battery level and the device is in range of the optional RF device for curfew monitoring. The signal status aids in determining the exact location of the offender (device) as we sometimes are looking for an offender in a housing area where the houses are in close proximity to one another (i.e., Trailer Park).
 29. At a minimum, the device must detect, record, and alert Agency personnel for the following events: Low battery, battery charging, lost GPS coverage, lost cell coverage, zone violation, curfew violation, equipment tamper and no motion.
 30. The device must be designed to prevent tracing or duplication of the signal by other electronic devices or equipment.
 31. The strap and required fasteners must not be available to the general public either commercially or through any mail order outlet.
 32. The device must be compatible with the other units required elsewhere in this RFP. The state wants to ensure the GPS is compatible with the beacon for the GPS (RF Tethering).

Optional RF Tethering Device: The GPS Tracking System should have an available Device that can be paired with a Transmitter worn on an Offender's ankle 24/7 to provide in-home curfew monitoring. The DOC will work with the successful offeror to establish a non-commercial frequency that is acceptable to both the department and the successful offeror.

1. The Transmitter should be able to pair with multiple optional RF Tethering devices that continuously send RF signals to the Transmitter when within range. The multiple RF Tethering devices will enable monitoring for various purposes such as tracking at home, work, etc.
2. The optional RF Tethering device must be easily installed in a central location in the Offender's residence and weigh no more than 15 ounces with the battery installed.
3. The device must comply with FCC regulations.
4. The device must be shock resistant.
5. The device must include tamper detection.
6. The RF transmissions for in-home curfew monitoring should be on a noncommercial frequency.
7. The device must emit a signal at a minimum of once every 30 seconds on a continuous basis.
8. The RF range should be capable of transmitting 75 feet.
9. The device batteries should provide for continuous use without frequent battery changes.
10. When a low-battery event occurs, the System must generate a low-battery alert that gives Agency personnel five days to replace the battery before it becomes exhausted.
11. The Beacon must include detection to identify any attempt to relocate the unit.
12. Each device must be able to be matched to any tracker in the Agency's inventory by Agency personnel without having to be sent back to the Vendor.
13. The device must operate on batteries, and not require the use of an external power source.
14. The Beacon must indicate power status to the Offender-Worn device.
15. At a minimum, the system must detect, record, and alert Agency personnel for the following events:
Equipment tamper and device in motion.

Note: The average time for each program, GPS and RF alcohol monitoring may be different for sentenced EM vs Pretrial and is extremely difficult and time consuming to determine at this time. However, this may be available in the future.

Home-Based Downloader: The Vendor must provide a home-based downloader for Offenders that work or reside in areas with poor cell coverage. The home-based Downloader must communicate all program and equipment error information to the central monitoring computer system via the landline connection in the Offender's home.

Electronic Monitoring Supplies: The offeror must provide any and all supplies related to the performance of any contract awarded as a result of this RFP. The cost for these supplies must be included in the daily unit rate proposed by the offeror for the units regardless of whether the supplies apply to regular (RF), regular with alcohol monitoring, regular GPS one Piece active, mobile breath-alcohol, GPS Tracking, Voice Verification, Facial Recognition, or other equipment items that may be offered in response to this RFP. A voice verification check is not required.

Electronic Monitoring Services: The offeror must provide the following services in support of the electronic monitoring equipment. The cost of these services must be included in the proposed daily unit rates.

Monitoring Center: Maintain a twenty-four (24) hour per day, seven (7) day per week monitoring center, with staff physically present at all times, to monitor cases referred to the offeror by authorized representatives of the DOC. To eliminate probable confusion caused by multiple contracts, a single host computer is preferred for all types of offender units covered by this RFP, alternatives may be considered but must be described in detail in the offerors' proposal. The monitoring center services may be provided directly by the offeror or through a DOC-approved subcontractor. The monitoring center must:

1. Be currently providing services to other jurisdictions.
2. Be exclusively devoted to (or have program space exclusively devoted to) providing electronic monitoring services for home detention programs.
3. Be governed by a written security plan.

4. Be located in a secure venue.
5. Be equipped with spare computers and associated peripheral equipment.
6. Have a secondary power source to operate the monitoring center in the event of power loss or have the capability to transfer monitoring functions to a separate monitoring center.
7. Have redundant capabilities, with a State-approved alternate monitoring center(s) to provide the ability for immediate transfer of all monitoring activity. The alternate monitoring center(s) must be geographically different than the primary monitoring center site to assure continued service in case of natural disasters, etc.
8. Have a notification policy for Offender violations that allows the Agency to establish distinct levels of security on a case-by-case basis.
9. Be able to transmit reports or violations by telephone, email, or fax. Faxing must be an option for some locations may use them for EM services.
10. Provide the capability for Agency Users to access and view all Offender data securely via the Internet.
11. All violation reporting intervals must be determined by written request of the Agency. An Agency can choose any level for any breakdown of its caseload and further may change an Offender's notification level at will. The Vendor must adjust its policy to meet notification intervals desired by the Agency.
12. Be equipped with backup generators and UPS to ensure a constant supply of power in the event of a long-term power outage.
13. Have strict data security protocols in place to ensure Offender information is protected. Describe data security processes. (See Section 3.23 for more details.)

Client Activity: Monitor client activity data when it is transmitted from the beacon/monitor or other device to the central computer.

Data Management Services: Provide data management services to include data entry, data termination, data storage and monitoring transmission data for all active cases. Data management (DM) services are required for all offenders enrolled in the program. Data management services, at a minimum, must include the following:

1. Entering all required computer demographics, curfew, and system configuration data for each case.
2. Maintaining census information for statistical compilation.

Termination Report: Provide a report to the DOC, upon termination from the program, for each offender which includes all offender activity including curfew violations and other alert conditions (e.g., disconnects, tampers, etc.).

Case Files: Maintain a case file, developed for each offender, which documents violation and equipment status information. Case files must be maintained for a minimum of five (5) years from the date of the offender's termination from the program.

Violation Notification: Provide telephonic notification to the offeror's local employee(s), subcontractor, DOC staff, or designee (*whichever is applicable*), of all violations of offender in excess of one-half hour immediately upon proper equipment operation verification. Hard copy confirmation of violation notification must be made as soon as possible by facsimile or email transmission, but in no case will exceed twenty-four (24) hours from the time of telephonic notification.

Alcohol detection and multiple tamper detection technologies including, but not limited to: water submersion, skin conductivity, temperature, proximity to the leg and strap tamper detection or provide an explanation how your device can meet or exceed the minimum tamper detection technologies in a different manner.

1. The DOC reserves the right to request additional and/or alternate notification schedules at any time during the period of service covered under the contractual agreement. The successful offeror will be required to

acknowledge and provide any adjustments in the notification schedule within twenty-four (24) hours of receiving the requested change.

2. The DOC reserves the right to develop “custom” notification schedules based on the offenders need and/or the DOC’s ability to respond to notification of violations.

Equipment Problem Notification: Notify offeror’s local employee(s), subcontractor, DOC staff, or designee (*whichever is applicable*) immediately of any detected equipment status problems (this includes all equipment related events i.e., low battery, missed callback, tampers, etc.). In no case is the elapsed time between problem detection and notice to the local support services provider to exceed one-half (1/2) hour.

Offeror’s Local Employee or Subcontractor: At a minimum, the offeror must provide an employee(s) or a subcontractor in Anchorage, Alaska, and part-time employee(s) or a subcontractor in Fairbanks, Alaska, and Palmer, Alaska, the cost of which will be included in the daily unit pricing for the various equipment types. In the future, the department may seek to obtain full support services in work locations outside of Anchorage and part-time in Fairbanks and Palmer, the pricing for which would be negotiated with the contractor at that time on a location-specific basis. Regardless of the work location, the offeror’s employee(s) or subcontractor shall have received no less than one day (eight hours) of formal classroom and “hands-on” training comprised of:

1. Installation and removal of electronic monitoring equipment.
2. Equipment troubleshooting and maintenance support shall be provided 24/7.
3. Breath/alcohol device operation, including installation and offender enrollment.
4. Mobile monitoring equipment operation, troubleshooting, and maintenance. Equipment such as the mobile breath/alcohol device with facial/voice recognition.
5. Instructing offenders in the operation of the electronic monitoring equipment including the regular units (RF), regular with Alcohol Monitoring (CONTINUOUS ALCOHOL MONITORING DEVICE), regular GPS one-piece active units, mobile breath/alcohol device with facial/voice recognition and any other technology that DOC selects.
6. Informing offenders of what is required of them to comply with instructions and operation of the installed equipment.
7. Installation, maintenance, troubleshooting, removal, etc. of any other technologies offered (i.e., GPS tracking and/or voice/facial verification).

The offeror’s Anchorage employee(s) or subcontractor responsibilities will include the items shown below. In work locations outside of Anchorage, these functions will not be required of the successful contractor, however, the department may seek a portion, or all of such support services at certain work locations in the future (see Section 3.15). The offeror’s provision of employee(s) or subcontractor(s) will be at DOC’s option:

1. Installation/maintenance and removal of a transmitter on the offender during regular business hours (Monday through Friday, 7:00AM through 4:30PM AST).
2. Installation/maintenance and removal of a monitor/beacon at the offender’s residence during regular business hours (Monday through Friday, 7:00AM through 4:30PM AST).
3. Installation and removal of a breath/alcohol monitoring unit, GPS, and/or other equipment during regular business hours (Monday through Friday, 7:00AM through 4:30PM AST).
4. Providing the Department of Corrections immediate telephonic, email or text notification that an offender’s electronic monitoring equipment has been installed and is functioning properly or has been removed and recovered. An original form (provided by the department) signed by the offender and the offeror’s local employee, or subcontractor shall be submitted within twenty-four (24) hours of telephonic notification.
5. Providing troubleshooting and repairs for active beacons, transmitters, regular units (RF), regular with Alcohol Monitoring (CONTINUOUS ALCOHOL MONITORING DEVICE), regular GPS one-piece active units, mobile

breath/alcohol device with facial/voice recognition and GPS equipment that are malfunctioning on a 24-hour, 7 day per week, on-call basis.

6. Providing equipment orientation to offenders informing them on how the electronic monitoring equipment functions and an instruction booklet explaining what is required of them (the offender) to comply with the monitoring equipment restrictions.

Training for DOC Staff: The Vendor will be responsible for providing the skills and knowledge necessary to implement and manage the program. The training provided by the Vendor should give a thorough review of the entire operation of the system. The Vendor must provide training documentation to the Agency. The Vendor must provide onsite training at Agency designated locations. The Vendor must provide ongoing training and in service trainings no less than annually for new Agency personnel and refresher training or as determined by the Agency. The Vendor must provide regular webinar or online training sessions as needed.

Training Sites: Anchorage, Kenai, Juneau, Palmer, and Fairbanks, Alaska, but not limited too.

Additional Requirements: In addition to the above specified work requirements, the successful offeror will be required to meet the following requirements and/or provide the following services, at no additional cost to the DOC, during the period covered under any contractual agreement.

- **Toll Free Hotline:** Establish a toll-free hotline to provide twenty-four (24) hour per day, seven (7) day a week, support for answering questions about the installation, monitoring and services provided under the terms of the contract. Contractor shall provide a toll-free number to the department contact or designee within 24 hours after fully executed contract or prior to start of contract if already established.
- **Orientation Session:** The successful contractor may be required to provide an “on- site” orientation session for DOC staff prior to initiating services under the contractual agreement. The goal of any such session would be to provide an overview of the system operation and capabilities for key DOC management staff. The number of staff members would likely not exceed twenty (20) persons and would be held in Anchorage, Kenai, Juneau or Fairbanks, Alaska. The DOC reserves the right to require an additional orientation session(s) should the scope of services change significantly.
- **Warranties:** Provide all manufacturers’ warranties to the DOC and act as liaison for the manufacturer in reconciling problems with equipment performance and/or malfunction. The offeror must provide proof of internal customer support from the original equipment manufacturer. This does include the requirement that offerors have monitoring center support and troubleshooting capabilities from the original equipment manufacturer around the clock, seven days a week. Warranties should not be less than 12 months on all equipment provided.
- **Specialization of Equipment:** All monitoring equipment, devices and accessories shall be specifically designed for electronic house arrest/electronic mobile monitoring purposes and may not be adaptations of readily and/or commercially available products and/or equipment that are designed for some other purpose. The equipment shall not have any real or perceived open market value.
- **Equipment Upgrades:** The successful offeror will be required to provide any and all upgrades to equipment as technology is improved at no additional cost to the DOC. To the best of the successful offeror’s ability, the electronic monitoring system must remain a “State of the Art” quality system throughout the period covered under this solicitation or resulting contract.

- **Shipping of Equipment/Supplies:** Regardless of work location, the successful offeror will be responsible for the cost of shipping and delivery for all electronic monitoring equipment and supplies throughout the period of service. In addition, the successful offeror will be responsible for all shipping costs related to repairs and/or maintenance of equipment which is not fully functioning through no fault of DOC staff, DOC designee, or the offender(s).
- **Service/Maintenance Agreement:** All equipment provided under the terms of the contractual agreement in the Anchorage area and Fairbanks must be serviced and maintained by the offeror or offeror's subcontractor for the period covered under this solicitation or resulting contract.

Plan for Service for work sites outside of Anchorage, Palmer, and Fairbanks, the offeror must present to DOC a plan for meeting equipment service and maintenance requirements. At a minimum, offerors must specify how maintenance will be accomplished, identifying the service department address, number of factory trained service personnel, personnel available for on-site service calls, and company policy regarding response time to service calls, etc.

- **Equipment Damage/Loss:** The DOC assumes no responsibility for lost, stolen, and/or damaged equipment if it is determined that the condition is a result of the Contractor's employee(s) and/or any subcontractor's employee(s) negligence. The DOC Project Director or designee shall make the determination in such cases.
- **FCC Equipment Approval:** The offeror must provide proof of Federal Communications Commission (FCC) approval for all equipment provided under the terms of the agreement. All equipment must be properly registered under part 68 and certified under FCC part 15 Rules and Regulations. The offeror shall list the complete FCC ID numbers for all items proposed and a copy of FCC authorization documentation.
- **Offender Instruction Information (booklet or brochure):** The offeror must provide an easily understood instruction booklet or brochure for program offenders on the use of any technology selected for the individual offender. The booklet must also advise the offender of any use restrictions related to the utilization of their telephone(s) and or telephone line. Depending on the service location, the booklet will be issued to the offender during the installation of equipment by the offeror's employee(s), subcontractor, DOC staff, or DOC designee. A sufficient quantity of the booklets must be provided to meet the needs of the DOC throughout the term of contract.
- **Direct Monitoring Services/Contingency Plan:** The offerors must present a contingency plan for movement of all monitoring activities to a back-up computer if the system malfunctions in excess of two (2) hours.

Should a disruption in continuous service occur due directly to equipment failure, and it is determined that the failure is not due to any action by the DOC, the offeror will be responsible for any and all costs(s) associated with the return of service to 100% capability and/or legal costs arising from the system being unable to provide monitoring services. The State reserves the right to deduct damages from any amount due the offeror under the agreement or to invoice the offeror for such damages if the cost incurred exceeds any amount due the offeror.

In the event of a natural disaster, the State reserves the right to require the successful offeror to provide direct monitoring services until the emergency situation has passed. Direct monitoring services will consist of phone call checks to verify offender's presence at residence and report to appropriate DOC or designee personnel immediately upon determination of violation.

- **Installation:** The offeror must have the full quantity of monitoring units requested available for installation and capable of full function within two (2) weeks from the date of final authorization of contractual services by the DOC. Depending on service location, installation of equipment will be performed by the offeror's employee(s), subcontractor, DOC staff, or DOC designee staff. For each day the successful offeror is in non-compliance with this provision a late charge equal to the unit/day rate will be assessed and deducted from the first month billing for services.
- **Telephone Telex Devices:** The offeror must be able to provide equipment and/or supplies to enable access to the electronic monitoring program for program offenders with disabilities. Offerors must specify whether the system which is being proposed is compatible with telephone telex devices and/or any additional cost for equipment sufficient to meet requirements of the Americans with Disabilities Act (see Section 1.16 of this RFP).
- **Training New Work Site:** The offeror must provide training at each new work site as they come "on-line".
- **Lost, Stolen, and/or Damaged Units:** The successful offeror will cover the cost of lost, stolen, or damaged equipment in an amount of no less than ten percent (10%) of the annualized daily average of offender units within a project site. To the extent possible, DOC will assist the contractor in recovering restitution from the responsible individual(s).
- **On-Going Services:** The DOC reserves the right to terminate, expand, or modify work requirements at any time during the period covered under this solicitation and resulting contract.

The DOC reserves the right to expand electronic monitoring services to additional or alternate target populations and/or to utilize alternate monitoring systems at any time during the term of any contract awarded as a result of this RFP. The successful offeror will be required to meet all DOC work requirements at rates established in the offeror's proposal or at the rate negotiated (in the case of full support services in work locations outside of Anchorage).

The DOC does anticipate that the maximum number of active monitoring units required during the period of service covered by the contractual agreement will exceed the quantities depicted in the chart in Section 2.01 of this RFP. The quantities shown in Section 2.01 are estimated and may be exceeded. If the number of monitoring units required exceeds the anticipated maximum (whether within an individual work location, or in total) it will require an amendment as described in Section 3.14 and the DOC will require the successful offeror to meet the additional work requirements within timelines established by the DOC. Failure to meet any expanded work requirements will be considered contract default and may be cause for termination of the contractual agreement.

The successful contractor will endeavor to provide equipment and or services that are state of the art. Technological improvements that may enhance this project must be brought to the attention of the Project Director, or designee.

Monthly Billing for Services:

The successful offeror must provide a monthly billing for services with support documentation to demonstrate provision of services sufficient to meet the following requirements:

1. All billings must be certified by the contractor.
2. Billings must include a face sheet itemizing the total payment due to the Contractor for the period of service and must include a description of the services provided, the name and/or identification number of program offenders, and the date(s) of participation, and a reference to the contract number. The billing must also include the payments received by the clients (defendants or offenders), if applicable.
3. The DOC will not be responsible for charges associated with inactive units.

4. Billings **must** be submitted to the Department of Corrections, through the Project Director, or designee, for payment. In this case, “designee” may be defined as a DOC official in one of the work locations outside of Anchorage.

Department of Corrections Responsibilities: The State of Alaska, DOC, shall provide or be responsible for the following during the period of service covered under any contract awarded as a result of this RFP.

1. Complete authority for case selection and case management/supervision.
2. Provide all required case and curfew information, to include any requested changes in notification or adjustments to the offender’s monitoring schedule. Provide the successful offeror installation and removal schedules for offenders to be placed on electronic monitoring or released, directions to the offender’s residence, and a physical description and photograph of the offender.
3. Notify the successful offeror of the departmental contact, and alternates, who are to be notified in case of equipment status problems and/or offender violation(s). The Alaska DOC will provide a minimum of three contacts who are to be notified (in priority order) for all notification requirements.
4. Develop and provide to offeror’s employee(s) or subcontractor’s local employee(s) equipment assignment forms to be completed upon equipment installation on/at each offender site.
5. Regardless of indemnity provided by the contractor, each individual project electronic monitoring site (designee) will be responsible for any equipment lost, stolen, or damaged while in their possession. Unless circumstances warrant assignment of responsibility to the contractor or subcontractor, the DOC will collect the cost of repair or replacement from the offender or other responsible parties.
6. Upon notification of cancellation of services under the terms of any contract awarded as a result of this RFP, return all equipment, and supplies to a destination specified by the successful offeror. The contractor will be responsible for the shipping charges.

Services must be provided 24 hours per day, 7 days a week or 24/7, for 365 days a year or 366 on a leap year.

Abbreviations Defined:

AFLT	Advanced Forward Link Trilateration
BAC	Blood Alcohol Content
BrAC	Breath Alcohol Content
FCC	Federal Communications Commission
GLONASS	Global Navigation Satellite System
GPS	Global Positioning System
ISO	International Organization for Standardization
PC	Personal Computer
RAID	Redundant Array of Independent Disks
RF	Radio Frequency
UPS	Uninterruptible Power Supply

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The contract is expected to begin on or about **May 1, 2022**, and continue through **December 31, 2026**, subject to the needs of the Department of Corrections and upon legislative appropriation of funds.

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

SEC. 3.03 CONTRACT TYPE

This contract is a **FIRM FIXED PRICE** contract; however, the department will consider a one-time price adjustment as explained below.

Price Adjustments – No adjustments to prices as specified in the offeror’s proposal will be considered by DOC until July 1, 2024. No less than 30, but no more than 60 days prior to July 1, 2024, the contractor may submit a written price increase request to the Procurement Officer. During this “window period” the department will consider requests for unit price increases, including optional items, of up to five percent (5%) for the remainder of the contract. **This will be the only time that a price increase will be allowed and once implemented, will remain in effect through the end of the contract** and will be subject to Legislative approval of funding and budget.

The state will have the sole discretion for any price adjustments in contract equipment pricing outside the above-mentioned time frame if the technological improvements warrant serious consideration and the increased cost can be justified by the contractor. All approved price adjustments must be via a state contract amendment and agreed upon by both parties prior to any adjustment being applied.

SEC. 3.04 PROPOSED PAYMENT PROCEDURES

The State will make monthly payments based on the negotiated payment schedule for actual services provided, i.e., the quantity of electronic monitoring devices in operation per day. The State will not be responsible for charges associated with inactive units. Each billing must consist of a detailed invoice and supporting documentation. No payment will be made until the invoice has been approved by the Project Director, or designee.

No shelf/stocking fees will be paid by the department. The Department will pay for the cost of service but does collect a supervision fee from the participants in most cases. DOC will pay the cost for the indigent population.

SEC. 3.05 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. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Correction or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

SEC. 3.07 LOCATION OF WORK

Offenders to be monitored will reside in various communities throughout Alaska. However, offenders may be monitored from outside the State of Alaska too.

Current locations for equipment install/removal performed by current provider are:

- Anchorage Pretrial Office and Anchorage Community Residential Center (sentenced EM office) in Anchorage Alaska
- Fairbanks Pretrial Office and Fairbanks Correctional Center (sentenced EM office), in Fairbanks, Alaska.

The State **WILL NOT** provide a permanent workspace for the contractor. However, space as available will be provided to facilitate installation of equipment. The contractor must provide its own workspace. The State **WILL NOT** provide office supplies, office equipment or clerical support for the contractor.

The DOC does not require the contractor to provide any computers, laptops, or cell phones to the DOC officers as part of the operation of the program. The DOC **WILL NOT** provide any computers, laptops, or cell phones to the contractor.

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

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

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

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

SEC. 3.08 THIRD-PARTY SERVICE PROVIDERS

Third party service providers **are not** allowed.

SEC. 3.09 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

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

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

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

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

SEC. 3.10 JOINT VENTURES

Joint ventures **are not** allowed.

SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.12 CONTRACT PERSONNEL

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

SEC. 3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must

promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

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

SEC. 3.16 INDEMNIFICATION

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

SEC. 3.17 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the 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.

SEC. 3.18 TERMINATION FOR DEFAULT

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

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

SEC. 3.19 CONTRACT PERSONNEL SECURITY BACKGROUND CHECKS AND INVESTIGATIONS

The Department of Corrections shall require the Contractor, contractor's employees, as well as any subcontractor and subcontractor's employees to comply with background investigations and/or security checks which will be performed by the Department of Corrections at no charge to the Contractor. The Contractor agrees **not** to utilize any employee or subcontractor who refuses to undergo any security background investigation or fails any such investigation for the purpose of this contract. The DOC reserves the right to not allowed anyone that does not comply with background checks or investigations.

Any replacement of the personnel named in the proposal must be approved, in advance and in writing, by the Project Director, or designee. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract. The Department of Corrections reserves the right to review and/or perform security checks on contract/subcontract personnel and may require termination of any person deemed to be a security risk by the Project Director.

The Contractor and all individuals who will work under the resulting contract **will be required** to comply with the **FBI Criminal Justice Information Services (CJIS)** and Alaska DPS security policy requirements at all times, which will require and include fingerprint-based criminal history record background checks for those working on the project or having access to the CJIS data. Background checks will be completed on the highest ranked offeror prior to contract award.

All individuals providing services under the terms of the resulting contract complete the following forms and scan completed copies to the procurement officer and the program manager. All forms are located in Section 8, ATTACHMENTS.

- **DOC Security Clearance Form.** (*Required only if entering a DOC correctional facility.*)
- **Criminal Justice Information Services Addendum (CJIS) form.**

- **Department of Public Safety Security Clearance Form and Agreement**
- **FBI CJIS Security Addendum**
 - The department **WILL** require the contractor to obtain 2 fingerprint “blue cards” form FD-258 for personnel performing services under the resulting contract. Contractor will be responsible for all costs.
 - The completed forms must be submitted to the APSIN TAC designee at each location which will be provided to the successful offeror.
 - The department will send individual personnel a link to an online security awareness training that should take no longer than 2 hours to complete. Training is required bi-annually.

SEC. 3.20 REPORTING

A. **Recidivism Reporting:** *(Only applies if applicable.)*

Contractors reporting on program efficacy must use the statutory definition of recidivism. For programs that have been in place less than three (3) years, reports must clearly state the date parameters that are being used to report recidivism. The statutory definition of recidivism is:

Per AS 44.19.647 Recidivism Definition:

A felony offender who is re-incarcerated within three (3) years of release for any offense conviction:

- Parole or probation violation
- New felony crime
- New misdemeanor crime

- ### B. **Employee Incident Reporting:**
- Contractor is required to contact the program manager for this contract if any of its employees working under this contract are involved in any criminal behavior and report it to the department within 24 hours of notice of incident. Reporting shall be via email to the program manager and can be followed up with a phone call if needed.

SEC. 3.21 POLICIES AND PROCEDURES

The successful offeror will assure that all individuals providing services under the terms of this contract receive and read the following DOC Policies and Procedures: See Section 8 Attachments for copies.

- 202.01, Code of Ethical Professional Conduct; and
- 202.15, Standards of Conduct.
- 501.2, Research Activities
- 650.01, Criminal Justice Information Access

The contractor shall notify employees and subcontractors of the standards of conduct and document this information in the individual personnel file of each employee, and the employee shall sign an acknowledgment form stating the employee understands the standards of conduct required in the department’s policies and procedures. The Contractor, subcontractor(s), and their employees are expected to perform under the same standards as those applying to State

employees. The Department of Corrections reserves the right to exclude from employment any person deemed by the DOC to be incompatible with the goals, mission, security, or safety of its program.

SEC. 3.22 PERFORMANCE STANDARDS

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

SEC. 3.23 RECORDS & PROTECTION, STORAGE AND DISPOSAL OF DATA & MEDIA

Records and other information compiled by the successful offeror in accordance with the duties and responsibilities of this RFP shall be the property of the Department of Corrections. Upon request, copies of such records shall be provided to the Department within a reasonable period. This requirement is mandatory irrespective of any payment due (or overdue) the successful offeror for services rendered. Information related to this contract or offenders in the home detention program must never be released to any entity other than the DOC without the express written consent of the Commissioner of Corrections, the Project Director, or designee.

Protection, Storage, and Disposal of Media & Data

Contractor shall securely store all digital and physical media/data within physically secure locations or controlled areas at all times.

Successful contractor shall restrict access to all digital and physical media/data to authorized individuals only. If physical and personnel restrictions are not feasible then the data shall be encrypted using a cryptographic module that is FIPS 140-2 certified and use a symmetric cipher key strength of at least 128 bits.

Upon completion of the contract, all disaggregated data shall be removed from all computers, servers, or other data storage devices. Data erasure must be performed using a DoD 5220-22.M compliant wipe; minimum of a three-pass random wipe.

Offerors shall provide in their proposal a plan for how they will protect, store, and dispose of all media/data.

DOD Restrictions

Federal Acquisition Regulation (FAR) Case 2019-009 Interim Rule listed at Attachment 1, amends the FAR to implement section 889(a)(1)(B) of Title VII of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019. Paragraph (a)(1)(B) prohibits executive agencies from entering into, or extending or renewing, a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as defined at FAR 4.2101, on or after August 13, 2020, unless an exception applies, or a waiver is granted. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and acquisitions of commercial items, including off-the-shelf items.

SEC. 3.24 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. 3.25 SPECIFICATION OF AUDIT CRITERIA AND PROCEDURES

A) AS.36.30.420 states that 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.

When the state performs an audit, the contractor must provide reasonable assistance in providing the required information. Failure to provide the required information within 30 days may be considered a breach of the contract resulting from this RFP. Any such default may result in the loss of the entire contract and may result in the contractor being considered as a non-responsive bidder for future State of Alaska solicitations.

B) Financial Audits. The Department of Corrections, Commissioner or Designee, may conduct periodic financial audits of the contractor's financial records. The DOC may choose an independent auditor(s) to perform the audits and will provide the auditing criteria, which will be based upon standard accounting practices. The cost of these audits shall be borne by the state.

SEC. 3.26 NOTIFICATION OF INVESTIGATION OR LITIGATION

The Contractor is obligated to notify the Project Director or Designee the next working day if:

- they, or any member of their contract or subcontractor staff, are being investigated for malpractice and/or ethical violations by a licensing board or professional organization.
- they are named as a party in a civil or criminal litigation relating to their professional activities.

Contracts are subject to termination, and the Department reserves the right to disallow the provision of services under the terms of the contract, for any individual found guilty of any charges relating to the investigation and/or litigation.

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.

1. The proposals should be presented in the order set forth herein and include all of the information requested. Each section should be numbered and titled with the corresponding number and titled section, with all relevant material included. Each page should be numbered consecutively, and supplemental materials should be presented as labeled appendices, each of which is referenced in the text of its respective section.
2. In order to facilitate review of these proposals on an equitable basis, a maximum of **100** pages (12-point type font but no less than 11-point and on 8.5" x 11"- page size) may be used for the body of the proposal. In order to provide potential providers, the opportunity to include additional information, the number of pages that may be included in the Appendices is not limited.
3. The proposal should be prepared without expensive artwork, unusual printing or materials not essential to its utility and clarity. Written proposals should be submitted only in binders (3-hole punched) or stapled to facilitate duplication (if necessary).
4. Original Copy. One required copy of the proposal shall be marked "**original**" and contain the original signed offeror information and assurance form. Proposal can be emailed.
5. Table of Contents. Proposals should have a table of contents (Section 6.01). List each section of the proposal with applicable page numbers with a separate section(s) identified for the appendices.
6. Page Numbers. Consecutively number all pages.

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.

Offeror Information and Assurance Form. Proposals must be signed by a company officer empowered to bind the company on the Offeror Information and Assurance Form. Failure to include notarized signature on this form in the proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected. The signed offeror information and assurance form should be placed **at the front** of the proposal, in the Introduction section. Include the original copy in the proposal marked "original". See Attachments for a copy of this form.

Independent Price Determination Certificate. Federal Government FAR "Certificate of Independent Price Determination" form. The offeror should complete the FAR form included in the attachments (#3) and include it in the Introduction section of their proposal. Include the original of this form in the proposal marked "original".

Alaska Veterans Preference Affidavit. Offerors shall include, if applicable, a signed affidavit. See attachments for a copy of this form.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

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

Briefly describe the following for the organization submitting the proposal, and any subcontractors providing services as a part of the contract. Include descriptions in the body of the proposal with actual copies of policies, etc., included in labeled appendices.

- History of the organization,
- Administrative experience,
- Fiscal management experience,
- Staffing pattern, its relationship to any parent or sub-level organization, and number of staff actually on duty,
- Organizational chart including chain of command,
- Organizational policies, and
- Personnel policies.

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

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

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

Licensing and Legal requirements: It will be the successful offeror's responsibility to assure that all persons working under the terms of the contract meet and maintain any legal requirements for licensing and Continuing Education. The Department will not be responsible for providing initial or remedial training to contract personnel.

Organizational Experience: Provide a list (*hard copies not required with proposal*) of 3 contracts minimum of similar size and scope with a detailed description (scope) for all grants, contracts, or subcontracts entered into during the past seven years that involve the delivery of one or more of the products and/or services called for in this RFP. For each of these contracts, potential providers must identify the name, title, agency, address, and current telephone number of the official to whom they were most directly responsible, total dollar value length of contract, approximate number of participants and location.

Litigation History: Offeror must include a summary of all litigation (including bankruptcy cases) associated with providing the same products and/or services, management services or other services similar to those required in this RFP. Include past and present litigation in which the offeror (under current and previous businesses and any person in this offeror's current administration who will be responsible for the administration or operations related to providing these services) has been named a party, including state jurisdiction, case number and final disposition.

Include all bankruptcy and negligence litigation, as well as criminal convictions relevant to these products and/or services. List both current and past 7 years of information, including any known pending or in-process litigation. Litigation of personal issues not germane to the services herein (i.e., automobile not related to substance abuse, divorce, child custody or support) are not required.

Organization Subcontract Agreements: Copies of any agreements that have been entered into between potential providers and proposed subcontractors must be included in the proposals. Place copies in a labeled appendix.

DOC Security / FBI Criminal Justice Information Services Statement: Offeror must include a brief summary that they will comply with all DOC security and CJIS requirements as outlined in the RFP.

SEC. 4.07 COST PROPOSAL

Offerors must complete and submit the Cost Proposal Form. 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.

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

Offerors must provide pricing as outlined on the Cost Proposal Form (Attachment 9) or their proposal will be rejected as non-responsive. Pricing of any optional items will not be included in the evaluation of this RFP, unless determined necessary by the Procurement officer. All pricing labeled in Attachment 9 as "daily unit price" will be for active units only; the State will not be liable for charges on any item (or services, in cases where equipment is not required) until it has been activated. Unless otherwise indicated, pricing for equipment items offeror must include all elements of the equipment and services cost as specified in this RFP.

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 7. 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.

SEC. 4.09 DEMONSTRATION OF PRODUCTS AND SERVICES

Offeror's that have submitted proposals found to be responsive to this RFP may be requested to provide a demonstration of the proposed product(s) and/or services as part of the evaluation process. If requested, the demonstration shall not exceed sixty (60) minutes and will be held at the DOC Anchorage Central Office which is located at 550 W 7th Ave, Suite 1800, Anchorage, Alaska. The State of Alaska will not be responsible for any of the cost associated with the demonstration.

SEC 5. EVALUATION CRITERIA & CONTRACTOR SELECTION (SAMPLE)

SEE SECTION 8 FOR THE ACTUAL EVALUATION QUESTIONS FOR THIS RFP

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

SEC 5.01 UNDERSTANDING OF THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- A. Has the offeror provided the required table of contents and documents in the introduction?
- B. Has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- C. How well has the offeror identified pertinent issues and potential problems related to the project? If potential problems were identified, did the offeror offer a viable solution?
- D. Has the offeror demonstrated that it understands the services and deliverables the State expects it to provide?
- E. Has the offeror clearly stated the daily unit price for all items on the Cost Proposal Form?
- F. Has the offeror demonstrated that it understands the State's time schedule for provision of services start date?
- G. Can the offeror meet the State's time schedule or proposed an acceptable alternative?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- A. How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- B. How well does the methodology match and achieve the objectives set out in the RFP?
- C. Does the methodology interface with the time schedule in the RFP?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

- A. Do the plans, information and methods provided in scope of service areas match and contribute to achieving the objectives set out in the RFP?
- B. Do the plans, information and methods provided in scope of service areas interface properly with the time schedule in the RFP?
- C. Does the management plan support all of the project requirements and logically lead to the scope of service and deliverables required in the RFP?
- D. To what extent does the offeror already have the hardware, equipment, and licenses necessary to perform the contract?

- E. Does it appear that the offeror can meet the schedule set out in the RFP? Is the proposed schedule reasonable and acceptable?
- F. Has the contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- G. Is the proposal practical and feasible?
- H. How well have any potential problems been identified and addressed?
- I. Does the proposal address in sufficient detail all of the items in Section 3 of the RFP?
- J. Does the proposal include a plan for meeting equipment service and maintenance requirements for work sites outside of Anchorage and Fairbanks?
- K. Has the offeror shown that it understands the Departments responsibilities described in Section 5?
- L. Does the proposal address the issue of Lost, Stolen, and/or Damaged Units?
- M. Has the offeror described the level of their ability to expand services should the need arise?

SEC 5.04 EXPERIENCE AND QUALIFICATIONS (15%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

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

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

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) Has the firm addressed all issues in as outlined in prior experience of this RFP?
- c) Is the proposer currently providing any kind of electronic monitoring equipment and services?
- d) If yes to “c” above, is monitoring of offenders in the field of house arrest programs the proposer’s primary focus, or would this contract constitute a new undertaking?
- e) If the proposer’s primary focus is on electronic monitoring of offenders, for what length of time have they been in that line of business?
- f) How well is organizational accountability completely and clearly defined?
- g) Did the proposer provide clear organization charts, etc.? Is the organization of the project team and support staff depicted in a logical manner?

- h) How well does the management plan illustrate the lines of authority and communication?
- i) Did the proposer include copies of company policies regarding Security Safeguards and Confidentiality? Are the policies well written and easy to understand? Do the policies include a strong indication that the proposing firm is a security-conscious organization and have clearly defined security safeguards been addressed?
- j) How successful is the general history of the firm regarding timely and successful completion of projects and provision of equipment and services?
- k) Has the proposer provided a list of contracts and grants for the previous 7 years complete with contact names and numbers?
- l) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the proposer?
- m) Has the contractor provided copies of the contracts for services, or clearly defined and explained the services to be provided by any subcontracting arrangements?
- n) Has the contractor (or subcontractor) had previous contracts that resulted in non-performance, problems, or default of contracts?
- o) How well has the firm demonstrated that it would employ staff who can provide the needed experience, skills, and abilities?
- p) Has the offeror provided the required litigation history details?
- q) Is there a history of lawsuits in which the offeror has gone to trial and lost in a court of law?

SEC. 5.05 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.

Converting Cost to Points

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

SEC. 5.06 ALASKA OFFEROR PREFERENCE (10%)

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

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

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

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror:

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award 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 responsive and responsible.

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 (form SAF.DOC/Appendix A). This form is attached in SECTION 8. ATTACHMENTS for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 7.02 QUALIFIED OFFERORS

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

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

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

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.05 HUMAN TRAFFICKING

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

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

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

SEC. 7.06 RIGHT OF REJECTION

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

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

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

1. RFP Receipt Acknowledgment Form
2. Offeror Information and Assurance Form
3. Federal FAR Certificate of Independent Price Determination Form
4. Alaska Bidder Preference Statement
5. Alaska Veterans Preference Affidavit
6. Standard Agreement Form
7. Appendix B1
8. Department Policy & Procedures – *(with signature pages)*
9. Cost Proposal Form
10. Proposal Responsiveness Checklist
11. Proposal Evaluation Form

ATTACHMENT 1

RFP RECEIPT ACKNOWLEDGMENT FORM

(Return to Procurement Officer as soon as possible)

Electronic Monitoring Equipment & Services

RFP #2022-2000-5006

ISSUED ON

October 21, 2021

I have received the above specified RFP and

DO INTEND TO RESPOND WITH A PROPOSAL

DO NOT INTEND TO RESPOND WITH A PROPOSAL

* * * * *

AGENCY/INDIVIDUAL Name

Address:

Phone: _____

Fax: _____

Email: _____

SIGNATURE

DATE

ATTACHMENT 2
OFFEROR INFORMATION AND ASSURANCE FORM

Request for Proposals #2022-2000-5006
Department of Corrections

Title: Electronic Monitoring Equipment & Services
Location of Project: Statewide, Alaska
Contract Projected to Begin: January 1, 2022
Contract Projected to End: December 31, 2026

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 holder? **YES / NO** (circle one)
ABL # (if available) _____

E. Internal Revenue or Social Security Number: _____

F. Professional Registration Number (if applicable): _____

G. Recipient Contact Person: _____

H. Authorized Representative: _____

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

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

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

Date (Month, Day and Year)

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

NOTARY PUBLIC
My commission expires: _____

ATTACHMENT 3

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(A) The offeror certifies that –

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(B) Each signature on the offer is considered to be a certification by the signatory that the signatory

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above; or
- (2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above:

(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization, (add lines as needed)];

- i. As an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (a)(3) above.
- ii. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (A) (1) through (A)(3) above.

(C) If the offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Proposer's Authorized Signature and Title*

Date (Month, Day, and Year)

(*Must be sworn before a notary public, by person authorized to sign for company).

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

My commission expires: _____

NOTARY PUBLIC

ATTACHMENT 4

CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

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 closing date of the Request for 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

ATTACHMENT 5

Alaska Veteran's Preference Affidavit



STATE OF ALASKA DEPARTMENT OF CORRECTIONS

ALASKA VETERAN'S PREFERENCE AFFIDAVIT

In response to the Invitation to Bid for:

Project Name and Number _____,

I certify under penalty of perjury that _____ (Name) qualifies for the Alaska Veteran's Preference under the following conditions:

- (a) If a bidder qualifies under AS 36.30.170(b) as an Alaska bidder and is a qualifying entity, a five percent bid preference shall be applied to the bid price (preference may not exceed \$5,000). In this subsection, "qualifying entity" means a:
 - (1) Sole proprietorship owned by an Alaska Veteran;
 - (2) Partnership under AS 32.06 or AS 32.11 if a majority of the members are Alaska Veterans;
 - (3) Limited liability company organized under AS 10.50 if a majority of the individuals are Alaska Veterans;
 - (4) Corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.
- (b) To qualify for a preference under this section, a bidder must add value by the bidder itself actually performing, controlling, managing, and supervising a significant part of the services provided, or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.
- (c) In this section, "Alaska Veteran" means an individual who is a:
 - (1) Resident of this state; and
 - (2) Veteran; means an individual who:
 - (A) Served in the:
 - (i) Armed Forces of the United States, including a reserve unit of the United States armed forces; or
 - (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
 - (B) Was separated from the service under a condition that was not dishonorable.

Authorized Signature

Printed Name

Date

STANDARD CONTRACT FORM
Goods and Non-Professional Services

ATTACHMENT 6

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	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

<p>10.</p> <p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:</p>	
11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

**APPENDIX A
GENERAL CONDITIONS**

1. Inspections and Reports:

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

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

3. Disputes:

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-AS 36.30.632

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. 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 Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or 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 Procurement Officer.

7. 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.

8. 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.

9. 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.

10. 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) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

12. Officials Not to Benefit:

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

13. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. 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.

15. Contract Extension:

Unless otherwise provided, the State and the 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 thirty (30) days before the desired date of cancellation.

16. Severability:

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

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

18. 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.

ATTACHMENT 7

INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

- 2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- 2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

ATTACHMENT 8

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS


POLICIES AND PROCEDURES

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

Standards of Conduct, #202.15 (7 pages)
Form 202.15A (1 page)

Research Activities, 501.2 (5 pages)

Criminal Justice Information Service (CJIS) Access, 650.01 (5 pages)

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

I. Authority

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

II. References

Alaska Statutes

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

Alaska Administrative Code

13 AAC 85.230

III. Purpose

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

IV. Application

All staff, contractors and volunteers

V. Definitions

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

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

VI. Policy

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

VII. Procedures

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

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

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

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

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

VIII. Implementation

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

10.17.2014

Date

SIGNATURE ON FILE

Joseph D. Schmidt, Commissioner
Department of Corrections

Applicable Forms to this Policy:

202.01A (Code of Ethical Professional Conduct for Employees)

202.01B (Code of Ethical Professional Conduct for Volunteers)

Original: 1/21/1985 (Code of Ethics and Standards of Conduct)

Revised 4/17/1985



Revised: 4/2/1990

Revised: 7/25/1991

Revised: 4/15/2000 (Code of Ethical Professional Conduct)

Revised: 11/22/2002

Revised 12/3/2007

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

POLICY:

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

APPLICATION:

This policy and procedure will apply to all Department employees.

DEFINITIONS:

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

Business Relationships:

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

Conflict Of Interest:

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

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

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

Egregious Misconduct:

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

Illegal Behavior:

Behavior that falls outside the law.

Investigations:

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

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

Medical Information:

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

Professional Conduct:

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

Unethical Behavior:

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

PROCEDURES:

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

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

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

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

I. General Provisions:

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

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

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

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

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

II. Conflicts Of Interest:

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

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

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

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

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

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

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

IV. Relationships With Offenders And Family Members Of Offenders:

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

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

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

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

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

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

V. Illegal or Unethical Behavior:

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

VI. Reports and Investigations:

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

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

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

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

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

VII. Medical Information:

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

VIII. Criminal Justice Information:

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

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

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

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

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

IX. Public Statements and Disclosure of Information:

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

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

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

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

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

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

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

X. Clothing and Uniforms:

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

XI. Egregious Misconduct:

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

A. All DOC employees are prohibited from:

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

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

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

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

B. Egregious misconduct includes:

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

XII. Responsibilities:

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

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



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

Standards Of Conduct Certificate Of Review And Compliance:

I have read DOC Policy & Procedures **202.15, Standards Of Conduct** and have sought and obtained clarification of any portions which I did not understand. I recognize that failure to abide by the Standards of Conduct may result in corrective, disciplinary, or other appropriate action.

Printed Name: _____

Institution / Office Name: _____

Signature: _____

Date: _____


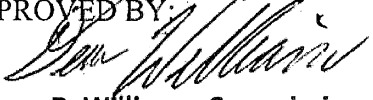
Distribution:

Original: Employee File.

Copy: Supervisory File.

Copy: DOC Training File. (doc.trainingfiles@alaska.gov)

Copy: Field Training File (Optional.)

<p align="center">STATE OF ALASKA DEPARTMENT OF CORRECTIONS</p>  <p align="center">POLICIES & PROCEDURES</p>	SECTION: Administration		PAGE: Page 1 of 5
	CHAPTER: 500	NUMBER: 501.02	P&P TYPE: Public
	TITLE: <p align="center">Research Activities</p>		
	APPROVED BY:  Dean R. Williams, Commissioner		DATE: 08/09/16
ATTACHMENTS / FORMS: (A.) Research Agreement. (B.) Research Participation Consent Form.		AUTHORITY / REFERENCES: 22 AAC 05.155 AS 44.28.030 AS 12.62.005 22 AAC 05.095 et seq. AS 33.05.010 DOC P&P 807.09 AS 33.16.180 HIPAA 1996 AS 33.30.011 FBI CJIS Security Policy AS 33.30.021	

DISCUSSION:

The Department of Corrections (DOC) recognizes that research assists the Department in establishing goals, objectives, and plans for the future; improves the understanding of correctional management; and contributes to the efficient and effective supervision of offenders, conservation of resources, and increased public safety.

POLICY:

- I. To that end it is the policy of the Department of Corrections (DOC) to have in place procedures for conducting research, maintaining the security of data collected, and making appropriate use of staff, prisoners and offenders in research activities.
- II. The Department may engage in research activities that assist in establishing goals, objectives, and plans for the future and contribute to more effective and efficient operations.
- III. All research projects will be approved by the Commissioner prior to the start of the research.
- IV. All persons conducting research in the Department will be informed of applicable policies, with particular emphasis on the confidentiality of the information attained. All research data that identifies individual staff, prisoners, or offenders shall be subject to the same confidentiality and security standards required for case records and personnel files.
- V. The use or participation of prisoners in medical, pharmaceutical, or cosmetic experiments is prohibited. (See DOC P&P 807.09, Medical Experimentation Prohibited.)
- VI. All research will comply with state and federal guidelines and with accepted professional and scientific ethics for the use and dissemination of research findings. Research projects subject to Federal Office for Human Research Protection standards shall maintain and submit preliminary and ongoing documentation to the department.

SUPERCEDES POLICY DATED:	10/10/08
THIS POLICY NEXT DUE FOR REVIEW ON:	08/09/21

SECTION: Administration		PAGE: Page 2 of 5
CHAPTER: 500	NUMBER: 501.02	P&P TYPE: Public
TITLE: Research Activities		

APPLICATION:

This policy and procedure will apply to all Department employees, contractors, or consultants associated in any way with research of any program, activity, or group within the Department.

DEFINITIONS:

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

Department Research:

Studies conducted by employees or contractors of the Department of Corrections.

Institutional Review Board (IRB):

Independent ethics committee formally designated to approve, monitor and review research involving humans with the aim to protect the rights and welfare of the research subject.

Medical Research:

Includes medical experiments and pharmaceutical studies using prisoner subjects.

Outside Research:

Studies conducted by individuals, research firms, or other agencies that are not employees of the Department of Corrections.

Research:

Activities designed to systematically discover or interpret facts.

Social Science Research:

Includes studies involving the use of interviews, questionnaires, and reviews of case records; this does not include any study that will expose research subjects to the possibility of physical, psychological, or other harm as a consequence of their participation in the study.

Research Analyst:

The position managing the Administrative Services, Research and Records unit.

PROCEDURES:

I. Obtaining Approval for Research:

A. Application:

1. A research application must be submitted to the Research Analyst for review prior to the commencement of the research. The Research Analyst shall forward to the Deputy Commissioner copy of the application, together with a recommendation. The Research Analyst shall consult with

SUPERCEDES POLICY DATED:	10/10/08
THIS POLICY NEXT DUE FOR REVIEW ON:	08/09/21

SECTION: Administration		PAGE: Page 3 of 5
CHAPTER: 500	NUMBER: 501.02	P&P TYPE: Public
TITLE: Research Activities		

relevant DOC staff regarding the nature of the research prior to making a recommendation for approval.

2. The application to conduct research must include:

- a. The subject of study;
- b. The name, address, and telephone number of the principal researcher and all research staff;
- c. An endorsement by a recognized research organization such as a university college, private foundation, consulting firm, or public agency certifying that the research proposal is for valid scientific, educational, or other public-interest purposes;
- d. A summary of the goals of the study and the justification for the research; and
- e. A detailed research design including the following elements:
 - i. The Departmental resources and personnel that may be needed for the study;
 - ii. The sampling procedures for selecting subjects or records for the research as well as criteria that will be used for sample selection;
 - iii. The procedure for data collection and copies of research instruments to be used, including interview schedules, questionnaires, data collection, forms, and tests;
 - iv. The security procedures to be followed to protect the privacy of participants and appropriate confidentiality; and
 - v. Plans for publication or distribution of the research results.
- B. Researchers from institutions that require Institutional Review Board (IRB) review of research protocols (e.g. universities, Alaska Native Tribal Health Consortium, etc.) must provide evidence of IRB approval before receiving approval for the research to commence. For continuing projects, researchers must yearly provide a copy of the continuing IRB review to the Research analyst to document that the project has received continued approval from the IRB to continue data collection.
- C. If the study requires the direct involvement of prisoners, such as by responding to interviews or completing questionnaires, the Research Analyst may ask Departmental staff to review the proposal and submit a recommendation for approval or disapproval.
- D. Where applicable, research must comply with the Health Insurance Portability and Accountability Act (HIPPA) of 1996 and / or the FBI's Criminal Justice Information Services (CJIS) data security and confidentiality policies. In addition research should also comply with the Alaska Criminal Information Act (AS 12.62.005 et seq.) and 22 AAC 05.095 (Access To Prisoner Records).

SUPERCEDES POLICY DATED:	10/10/08
THIS POLICY NEXT DUE FOR REVIEW ON:	08/09/21

SECTION: Administration		PAGE: Page 4 of 5
CHAPTER: 500	NUMBER: 501.02	P&P TYPE: Public
TITLE: Research Activities		

- II. If the Research Analyst approves the research, the appropriate Division Director must be informed in advance of the research to be conducted within the Director's sphere of operations.
- III. The Research Analyst shall approve the intended use and dissemination of the research findings prior to the start of research, and shall review and comment on the final findings prior to actual dissemination.
- IV. Conditions for Outside Research:
- A. The Research Analyst shall ensure that all outside researchers are informed of the Department's research policies. A signed *Research Agreement* (Attachment A) must be completed by each researcher or agent before the project begins.
 - B. Researchers shall provide preliminary and continuing documentation of IRB review and compliance for the life of the project.
 - C. A staff member shall be assigned to monitor the research project and shall pay particular attention to compliance with policies on confidentiality.
 - D. The researcher shall obtain a signed *Research Participation Consent Form* (Attachment B) from each staff member, prisoner, or offender scheduled to participate in the research prior to any research involvement.
 - E. The principal researcher shall explain the study and its justification to all potential subjects. A written summary, in lay language, shall be prepared to facilitate this explanation and a copy provided to each potential subject. It shall be made clear to all prisoners or other clientele that personal participation will in no way affect the terms or length of their confinement or supervision.
 - F. The principal researcher shall maintain records adequate to enable the Research Analyst to ascertain the status of the study at any given time.
 - G. Any data collected during the course of the research will be used only in the manner described to the subject prior to the research.
 - H. Prisoners or offenders shall not receive payment of any kind in connection with a research study without the written permission of the Commissioner. Such payments shall be consistent with the legal guidelines relating to work programs conducted by the Department.
 - I. An employee of the Department shall not receive payment of any kind from the researcher.
 - J. Access to the collected research data that identifies staff, prisoners, or offenders will be limited to the researchers, those staff members responsible for filing or evaluating the data, and the Research Analyst.

SUPERCEDES POLICY DATED:	10/10/08
THIS POLICY NEXT DUE FOR REVIEW ON:	08/09/21

SECTION: Administration		PAGE: Page 5 of 5
CHAPTER: 500	NUMBER: 501.02	P&P TYPE: Public
TITLE: Research Activities		

- K. All collected individual and personal research data shall be stored by the researchers and by the Department in a secure manner while the research is in progress and prior to the authorized disposition of research findings.


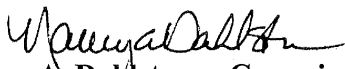
V. Follow-up Reports on Outside Research:

- A. Immediately following the data gathering part of a research study, the principal researchers shall prepare a report that includes a summary of the study and send it to the Research Analyst.
- B. When the entire research project is completed, the principal researcher must provide a copy of any report intended for publication for distribution to the Commissioner.
- C. In any report of results, researchers must not use the true names of subjects or describe any prisoners or offenders in such detail that they might be identified.

VI. Violations:

- A. Any violation of this or another policy or regulation may result in the withdrawal of permission to conduct the current research or any future research.
- B. Violations of regulations or statutes with regard to criminal offender record information may subject the violator to civil or criminal liability.

SUPERCEDES POLICY DATED:	10/10/08
THIS POLICY NEXT DUE FOR REVIEW ON:	08/09/21

<p align="center">STATE OF ALASKA DEPARTMENT OF CORRECTIONS</p>  <p align="center">POLICIES & PROCEDURES</p>	SECTION: Administration		PAGE: Page 1 of 5
	CHAPTER: 650	NUMBER: 650.01	P&P TYPE: Public
	TITLE: Criminal Justice Information (CJI) Access		
	APPROVED BY:  Nancy A. Dahlstrom, Commissioner		DATE: 01/28/2022
ATTACHMENTS / FORMS: A. DOC Employee Network Access Form. B. Non-DOC Employee Network Access Form. C. Alaska Corrections Offender Management System (ACOMS) Access Form.	AUTHORITY / REFERENCES: 13 AAC 68.215 AS 33.16.180 22 AAC 05.155 AS 33.30.011 AS 12.62.160 AS 33.30.021 AS 33.05.010 AS 44.28.030 FBI CJIS Security Policy, Policy Areas 2, 5, 6 & 12. DPS CJIS Systems Agency (CSA) Policy. SOA/OIT Policy 5.6.1 ISP-131: Personnel Security. SOA/OIT Policy 5.6.2 ISP-132: Security Awareness and Training. SOA/OIT Policy 5.10.1 ISP-171: Identity Management. SOA/OIT Policy 5.10.8 ISP-178: Password Management.		

POLICY:

- I. It is the policy of the Department of Corrections (DOC) to have in place procedures regarding access to criminal justice information (CJI).
- II. It is the policy of the Department to utilize internal and external CJI systems and any criminal justice information or confidential information contained within those systems, in accordance with federal and state law.

APPLICATION:

This policy and procedure will apply to all Department employees, contractors, consultants, temporary staff, and any other related entity. This policy and procedure applies to all equipment that is owned or leased by DOC and / or is connected to the DOC network.

DEFINITIONS:

Access to Criminal Justice Information — The physical or logical (electronic) ability, right or privilege to view, modify or make use of Criminal Justice Information.

Contractor — A private business, agency or individual which has entered into an agreement for the administration of criminal justice or noncriminal justice functions with a Criminal Justice Agency or a Noncriminal Justice Agency.

SUPERCEDES POLICY DATED:	N / A
THIS POLICY NEXT DUE FOR REVIEW ON:	01/28/27

SECTION: Administration		PAGE: Page 2 of 5
CHAPTER: 650	NUMBER: 650.01	P&P TYPE: Public
TITLE: Criminal Justice Information (CJI) Access		

Contracting Government Agency (CGA) — The government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor.

Criminal Justice Agency (CJA) — The courts, a governmental agency, or any subunit of a governmental agency which performs the administration of criminal justice pursuant to a statute or executive order and which allocates a substantial part of its annual budget to the administration of criminal justice. State and federal Inspectors General Offices are included.

Criminal Justice Information (CJI) — Criminal Justice Information is the abstract term used to refer to all data necessary for law enforcement agencies to perform their mission and enforce the laws, including but not limited to: biometric, identity history, person, organization, property (when accompanied by any personally identifiable information), and case/incident history data.

Terminal Agency Coordinator (TAC) — Serves as the point-of-contact at the local agency for matters relating to CJIS information access. A TAC administers CJIS systems programs within the local agency and oversees the agency's compliance with CJIS systems policies.

Unique Identification (unique ID): can take the form of a full name, badge number, serial number, and /or other unique alphanumeric identifier. Agencies shall ensure that all user IDs belong to currently authorized users. Identification data shall be kept current by adding new users and disabling and/or deleting former users.

PROCEDURES:

I. General Procedures:

All users requesting access to DOC CJI (physical or electronic) or unescorted access to a secure office, in accordance with 13 AAC 68.215, shall undergo a state of residency and an FBI Nationwide fingerprint background check. All requesters shall fill out a DPS Personnel Security Clearance Form and User Agreement, obtain two copies of fingerprints, and submit for processing as listed in II below.

- A. If the background check reveals a felony conviction of any kind, access to CJI will be denied.
- B. Applicants with a record of misdemeanor offense(s) and/or fugitive will receive an initial denial of their application. A review of extenuating circumstances, offense severity, age of the offense and any other factors supporting a possible variance. A recommendation will be forwarded to DOC Commissioner or designee for final determination. Please refer to Section III. Appeal Process
- C. If a conviction of record is found on a contractor, Contracting Government Agency (CGA), or temporary hire, agency shall be formally notified, and system access shall be delayed pending review of the criminal history record information.

II. CJI Clearance and Access Procedures:

- A. All DOC employees shall:

SUPERCEDES POLICY DATED:	N / A
THIS POLICY NEXT DUE FOR REVIEW ON:	01/28/27

SECTION: Administration		PAGE: Page 3 of 5
CHAPTER: 650	NUMBER: 650.01	P&P TYPE: Public
TITLE: Criminal Justice Information (CJI) Access		

1. Submit a DOC Employee Network Access Form (Attachment A) and ACOMS Access Form (Attachment C), per instructions on form, prior to accessing any Department CJI or information system.
2. Submit DPS Personal Security Clearance Form and User Agreement and two copies of Fingerprints to local APSIN TAC.
3. Complete security awareness and/or APSIN Test within six (6) weeks of appointment of station and biennial thereafter.

B. All Non-DOC employees shall:

1. Fill out and submit a Non-DOC Employee Network Access Form (Attachment B) and, if needed, ACOMS Access Form (Attachment C), per instructions on form, prior to accessing any Department CJI or information system.
2. Submit DPS Personal Security Clearance Form and User Agreement and two copies of Fingerprints to DOC CJIS Unit
3. Complete Security Awareness training prior to gaining authorization to access to CJI or secure facility, and bi-annually thereafter.
4. Have appropriate signed agreement(s) on file:
 - a. Any CJA receiving access to CJI shall enter into a signed written agreement with the appropriate signatory authority. The written agreement shall specify the CJI, information systems, and services to which the agency will have access, and the policies to which the agency must adhere.
 - b. A Non-Criminal Justice Agency designated to perform criminal justice functions for a CJA shall be eligible for access to the CJI. Access shall be permitted when such designation is authorized pursuant to executive order, statute, regulation, or interagency agreement.

C. All Contractors \ Vendors accessing CJI shall:

1. Fill out and submit a Non-DOC Employee Network Access Form (Attachment B) and, if necessary, ACOMS Access Form (Attachment C), per instructions on form, prior to accessing any DOC CJI or Information Systems.
2. Submit DPS Personal Security Clearance Form and User Agreement and two copies of Fingerprints to DOC CJIS Unit
3. Read, sign, and submit the FBI Security Addendum
4. Complete Security Awareness training prior to gaining authorization to access to CJI or secure

SUPERCEDES POLICY DATED:	N / A
THIS POLICY NEXT DUE FOR REVIEW ON:	01/28/27

SECTION: Administration		PAGE: Page 4 of 5
CHAPTER: 650	NUMBER: 650.01	P&P TYPE: Public
TITLE: Criminal Justice Information (CJI) Access		

facility, and bi-annually thereafter.

III. Appeal Process

DOC shall process all appeals through the Commissioner's Office, or designee, within six weeks of receipt.

A. DOC Designated APSIN TAC will receive a denial for any misdemeanor conviction, along with an appeal, from DPS. APSIN TAC shall conduct research and interview applicant to process the appeal.

1. APSIN TAC shall forward the completed appeal to doc.cjis@alaska.gov
2. A CJIS Unit Ticket created

B. For DOC staff appeals, CJIS Unit shall forward to HR for hiring packet and nexus review.

1. HR appends recommendation **APPROVE or DENY**.
 2. Replies to CJIS Unit Notification, CJIS Unit Ticket Updated
- Note: Appeals for contractors and vendors remain with CJIS Unit and are forwarded directly to Commissioner or designee when complete.*

C. CJIS Unit shall forward to Division Director

1. Division Director Reviews and appends recommendation **APPROVE or DENY**.
2. Replies to CJIS Unit Notification, CJIS Unit Ticket Updated

D. CJIS Unit reviews to ensure compliance with FBI CJIS Security Policy and CSA

1. CJIS Unit Reviews and appends recommendation **APPROVE or DENY**.
2. CJIS Unit Updates Ticket

E. CJIS Unit Notifies Commissioner or Commissioner Designee of pending appeal.

F. Commissioner or Commissioner Designee shall:

1. Review and make decision to **APPROVE or DENY**.
2. Signs the Appeal Document
3. CJIS Unit Ticket Updated

G. CJIS Unit submits final decision to DPS for consideration.

H. CJIS Unit logs the appeal and decision.

IV. Accounts:

A. All users shall be assigned a unique ID:

B. Users **shall keep confidential** their assigned credentials (User ID and Password)

C. Passwords shall:

1. Be a minimum length of eight (8) characters on all systems.

SUPERCEDES POLICY DATED:	N / A
THIS POLICY NEXT DUE FOR REVIEW ON:	01/28/27

SECTION: Administration		PAGE: Page 5 of 5
CHAPTER: 650	NUMBER: 650.01	P&P TYPE: Public
TITLE: Criminal Justice Information (CJI) Access		

2. Not be a dictionary word or proper name.
3. Not be the same as the User ID.
4. Expire within a maximum of 90 calendar days.
5. Not be identical to the previous ten (10) passwords.
6. Not be displayed when entered.

V. Account Validation:

- A. Information system access will be granted for all personnel for no more than one (1) calendar year, expiring on December 31st each year. Information system access expiration notices will be emailed to the Agency Designated TAC by December 1st. A response to the expiration notice must be received prior to December 31 of the current year in order to retain their access. If no response to the expiration email is received, access will end on December 31st for all users associated with the agency. A valid response will extend information system access for the agency users through December 31st of the following year without interruption:
 1. Agency designated TAC will be provided a list of **active** agency users and asked to check Valid, No Longer Need Access, Left Agency, and \ or Unknown for each user.
- B. Information system access will be revoked sooner than December 31st if DOC is notified by agency to do so or user violates any terms of the access agreement.
- C. It is the responsibility of the agency designated TAC to disable and or notify DOC when an end-user leaves services with your agency and or no longer has a business need, for access within a timely manner.

VI. Penalties / Sanctions for Misuse:

Use of any CJI or information system including electronic or physical files for any use other than the performance of the employee's job duties is prohibited and subject to penalty. Any misuse of CJI or dissemination of information not specifically authorized may result in disciplinary action, civil action for actual damages and/or criminal penalties. Refer to DOC policy and procedure 202.15 (Standards of Conduct).

SUPERCEDES POLICY DATED:	N / A
THIS POLICY NEXT DUE FOR REVIEW ON:	01/28/27



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

NETWORK ACCESS - PERSONNEL SECURITY REQUEST & UPDATE FORM

Check Appropriate Box:
REQUIRED

☐ NEW ☐ CHANGE ☐ TRANSFER ☐ DELETE

APPLICANT TO COMPLETE THE BELOW INFORMATION REQUIRED

EFFECTIVE DATE:

LAST NAME:

FIRST NAME:

MI:

TITLE:

PHONE:

DATE:

EMAIL ADDRESS:

DOC FACILITY:

DATE OF BIRTH:

DRIVER LICENCE (ST\NUMBER):

- INITIAL • I will not access department electronic resources or systems (i.e., File Server, EHR, ACOMS) except by using the unique user id and password assigned to me. I understand that my password is confidential and will not disclose it to anyone.
- INITIAL • I understand information obtained through physical or electronic files, EHR, ACOMS or other department systems is confidential and that I may not access it for personal curiosity or gain, to benefit or injure another person, except as specifically authorized to perform job duties. I understand I must be able to articulate the business reason (the "why") for searching; or obtaining; any criminal justice information (CJI) or electronic protected health information (ePHI).
- INITIAL • I understand that I may not release information obtained through physical or electronic files, ACOMS, EHR, or other department system except as specifically authorized by DOC or under AS 12.62.160, 13 AAC 68.300-345.
- INITIAL • I will not disclose information about ACOMS, EHR, or other department systems security measures, access, operating procedures, equipment or programs without specific authorization from the Department of Corrections.
- INITIAL • During my duties, I may have direct or indirect access to Inmate Medical Information, in writing or verbal communication. I understand the use and disclosure of patient information is governed by the rules and regulations established under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. I acknowledge that while performing my assigned duties I may have access to, use, or disclose confidential health information. I hereby always agree to handle such information in a confidential manner.
- INITIAL • I understand direct access to DOC's Electronic Health Records (EHR) system, DocSynergy, shall only be granted to division of Health and Rehabilitation Services (HRS) employees and contractors for the purposes relating to patient treatment, payment or clinic operations.
- INITIAL • I have read and understand State of Alaska Information Security Policy ISP-172 Business use and Control (Business Use/Acceptable Use)

I understand that the Department of Corrections will maintain a record of my electronic actions, (i.e., File Server, EHR, ACOMS), and the record(s) may be used to audit my use at any time, and record(s) may be released to HR, my supervisor or division director for an administrative investigation and to a law enforcement agency for a criminal investigation. In addition to any criminal, civil, or employee disciplinary actions that may result from such investigations, if I am found to have violated this agreement the Department of Corrections may take the following action:

PERMANENTLY REVOKE ACCESS



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

REQUESTING ACCESS TO THE FOLLOWING:

<input type="checkbox"/> File Server	List of Folders on the Group Drive (G)			
<input type="checkbox"/> Email	Note: For New Employees, Email is setup when user information has been added to HR System, please ensure to coordinate with DOC HR to setup New Employees as Pre-Hire so accounts can be created first day of work.			
<input type="checkbox"/> ACOMS	Complete form 650.01C, forward to local ACOMS TAC or DOC.CJIS@alaska.gov			
<input type="checkbox"/> State Mainframe	<u>ADDITIONAL PAPERWORK REQUIRED:</u> https://oit.alaska.gov/mainframe/			
<input type="checkbox"/> EHR	Access to Electronic Health Records, forward this form to: DOC.EHR.Helpdesk@alaska.gov	<input type="checkbox"/> NURSE	<input type="checkbox"/> HP	<input type="checkbox"/> OTHER

(R) – Read Only

(RUI) – Read, Update, Insert

Additional Request or Instruction for IT (.i.e. Same access as User: <fillinblank>):

--

I understand and agree that my failure to fulfill any of the obligations set forth in this Agreement and/or my violation of any terms of this Agreement shall result in my being subject to appropriate disciplinary action.

Applicant Name:

Applicant Signature: _____

Date: _____

If applicant is to have **UNESCORTED** access to a DOC Office, Facility, or ACOMS, they must complete security awareness training within six weeks of hire. Please coordinate with your office APSIN/ACOMS TAC to obtain Security Clearance and sign applicant up for training provided by DPS.

I certify that I have reviewed the above information with the applicant and coordinated an FBI Based Nationwide Fingerprint Background check as required by 13 AAC 68.215.

Supervisor/Hiring Manager:

Supervisor Signature: _____


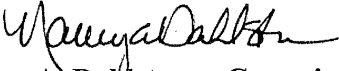
Date: _____

SEND COMPLETED FORM TO:

Network Access form: doc.networkhelp@alaska.gov

If requesting EHR cc EHR: DOC.EHR.Helpdesk@alaska.gov

ACOMS Access form: doc.cjis@alaska.gov

<p align="center">STATE OF ALASKA DEPARTMENT OF CORRECTIONS</p>  <p align="center">POLICIES & PROCEDURES</p>	SECTION: Administration		PAGE: Page 1 of 3
	CHAPTER: 650	NUMBER: 650.02	P&P TYPE: Public
	TITLE: CJIS Security		
	APPROVED BY:  Nancy A. Dahlstrom, Commissioner		DATE: 1/28/2022
ATTACHMENTS / FORMS: N/A		AUTHORITY / REFERENCES: 22 AAC 05.155 AS 44.28.030 AS 33.05.010 DOC P&P 202.01 AS 33.16.180 DOC P&P 202.15 AS 33.30.011 DOC P&P 650.01 AS 33.30.021 DOC P&P 650.02 SOA/OIT Policy 5.7.3 ISP-143: Information Disposal.	

POLICY:

- I. It is the policy of the Department of Corrections (DOC) that any transportation of Criminal Justice Information (CJI) outside the Department's secure area must be monitored and controlled.
- II. It is the policy of the Department to have in place procedures to ensure the protection of CJI stored on various forms of media, until such time as the information is either released to the public, via authorized dissemination (e.g., within a court system or when presented in crime reports data), or is purged or destroyed in accordance with applicable record retention rules.
- III. It is the policy of the Department that authorized Department personnel shall protect and control electronic and physical CJI while at rest and in transit. The Department will take appropriate safeguards for protecting CJI to limit potential mishandling or loss while being stored, accessed, or transported. Any inadvertent or inappropriate CJI disclosure and / or use will be reported to the Department of Corrections Criminal Justice Information Systems (CJIS) Unit, Local Agency Security Officer (LASO) and State CJIS Systems Agency (CSA). Procedures shall be defined for securely handling, transporting and storing media containing CJI.

APPLICATION:

This policy applies to any electronic or physical media containing Criminal Justice Information (CJI) while being stored, accessed, or physically moved from secure Department of Corrections locations. This policy applies to any authorized person who accesses, stores, and / or transports electronic or physical media.

DEFINITIONS:

Electronic media (also known as logical)- Includes memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk (CD/DVD/Blue Ray), backup medium, optical disk, flash drives, external hard drives, or digital memory card.

SUPERCEDES POLICY DATED:	N / A
THIS POLICY NEXT DUE FOR REVIEW ON:	01/28/22

SECTION: Administration		PAGE: Page 2 of 3
CHAPTER: 650	NUMBER: 650.02	P&P TYPE: Public
TITLE: Security		

Physical media- Includes files, printed documents, and imagery that contain CJI.

PROCEDURES:

I. Media Storage and Access:

- A. Controls shall be in place to protect electronic and physical media containing CJI while at rest, stored, or actively being accessed.
- B. To protect CJI, DOC personnel shall:
 1. Take appropriate action when in possession of CJI while not in a secure area, such as:
 - a. Ensure that CJI not leave the employee's immediate control, and that CJI printouts are not left unsupervised while physical controls are not in place.
 - b. CJI shall not be left in plain, public view. Obscure CJI from public view, such as by means of an opaque file folder, or envelope, for hardcopy printouts. For electronic devices, use session locks and / or privacy screens.
 - c. When CJI is electronically transmitted outside the boundary of the physically secure location, the data shall be protected using encryption.
 - d. Protect CJI using IT approved encryption software or media when outside the boundary of the physically secure location.
 2. Lock, or log off, the computer when not in the immediate vicinity of the work area.

II. Media Transportation and Dissemination:

Controls shall be in place to protect electronic and physical media containing CJI while in transport (physically moved from one location to another) to prevent inadvertent or inappropriate disclosure and use:

- A. When CJI is in transit, physically or electronically,, outside the boundary of the physically secure location, the data shall be secured and/or protected using encryption.
- B. DOC personnel shall:
 1. Protect and control electronic and physical media during transport outside of controlled areas; and
 2. Restrict the pickup, receipt, transfer, and delivery of such media to authorized personnel.
- C. DOC personnel will control, protect, and secure electronic and physical media, during transport, from public disclosure by:

SUPERCEDES POLICY DATED:	N / A
THIS POLICY NEXT DUE FOR REVIEW ON:	01/28/22

SECTION: Administration		PAGE: Page 3 of 3
CHAPTER: 650	NUMBER: 650.02	P&P TYPE: Public
TITLE: Security		

1. Use of privacy statements in electronic and paper documents;
2. Limiting the collection, sharing, and use of CJI;
3. Follow the least privilege and role-based rules for allowing access. Limit access to CJI to only those people, or roles, that require access; based on business need.
4. Securing hand-carried and shipped confidential electronic and physical copy documents by:
 - a. Storing CJI in a locked briefcase or lockbox;
 - b. Only viewing or accessing the CJI in a physically secure location by authorized personnel; and
 - c. Shipment of electronic or physical media containing confidential or CJI shall be:
 - i. Packaged in such a way as to not have any CJI information viewable;
 - ii. Sealed with Tamper Evident (Security) tape or packaged in a locked, hardened shipping container;
 - iii. Mailed or shipped, packages containing CJI material are to be sent by methods that provide for complete shipment tracking and history, signature confirmation upon delivery, and only release to authorized individuals;

NOTE: DO NOT MARK "CONFIDENTIAL" ON THE PACKAGE TO BE MAILED.

5. Not taking CJI home, unless authorized by that staff member's Division Director; and
6. When disposing of confidential physical documents, a crosscut shredder or secure shred storage box shall be used.

III. Media Sanitation and Disposal:

- A. In accordance with SOA / OIT Policy 5.7.3 ISP-143: Information Disposal, and the attached form (if necessary): Physical media shall be securely disposed of when no longer required, using formal procedures. Electronic media shall be forwarded to IT for disposed.

IV. Incident Reporting and Response:

All security incidents shall be reported to the CJIS Unit in accordance with DOC P&P 650.08 (CJIS Incident Reporting / Response).

SUPERCEDES POLICY DATED:	N / A
THIS POLICY NEXT DUE FOR REVIEW ON:	01/28/22

ATTACHMENT 9
Cost Proposal Form

Electronic Monitoring Equipment and Services

NOTE: THE GRAND TOTAL COST ENTERED WILL BE THE AMOUNT USED TO CALCULATE THE COST PROPOSAL TO POINTS.

(Column A) Unit Type	(Column B) Estimated No. of Units to be in Use Per Day	(Column C) Daily Unit Price	(Column D) Total Cost Per Day (B x C = D)
Regular Radio Frequency (RF) (Landline)	2	\$	\$
Regular Radio Frequency (RF) (Cellular)	2	\$	\$
GPS Tracking One Piece Active <i>(Primary option being offered. Other options provided will be considered but not evaluated unless selected. See other optional devices page.)</i>	1400	\$	\$
Mobile Breath Alcohol Monitoring	800	\$	\$
Alcohol Monitoring (Landline)	200	\$	\$
Alcohol Monitoring (Cellular)	200	\$	\$
Full-Service Monitoring <i>(up to 3 calls to designated alert phone number)</i>	2500	\$	\$
Local Support Services Anchorage/Matsu Area	1700	\$	\$
Local Support Services Fairbanks Area	350	\$	\$
Areas outside of Anchorage without Full Support Services	100	\$	\$
Offender Fee if paying	Each	\$	\$
Local Support Service Areas Outside of Anchorage <i>(Optional 15 or more placements)</i>	15	\$	\$
Victim Notification Application <i>(Should allow for proximity alerts and panic button feature)</i>	1/Day	\$	\$
NOTES: ALL unit prices must be filled in for your proposal to be considered responsive to the RFP. If you offer an item free of charge you should enter N/C or "No Charge", do not leave the space blank.		GRAND TOTAL	\$

ATTACHMENT 9 (Continued)

<p>Please provide descriptions and pricing below for item replacement in the event of offender or DOC staff/designee negligence, etc. or for extra units in excess of minimums required <i>(if applicable)</i>.</p> <p><i>Offeror shall provide specifications on each item offered.</i></p>	<p>UNIT PRICE (FOB Final Destination, Statewide Locations)</p>
GPS Tracking Unit with Beacon (1 piece)	\$
RF Tethering Device	\$
Home Based Downloader	\$
Transmitter Unit RF (Bracelet)	\$
Receiver/monitor Unit	\$
Mobile Breath Alcohol Monitoring Unit	\$
Alcohol Monitoring Bracelet	\$
Alcohol Monitoring Receiver - Land Line	\$
Alcohol Monitoring Receiver - Cellular	\$
Other Devices Being Offered <i>(please specify below)</i>	
	\$
	\$
	\$
	\$

ATTACHMENT 10
PROPOSAL RESPONSIVENESS CHECKLIST
Electronic Monitoring Equipment & Services
RFP #2022-2000-5006

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

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

Description	√
Proposal (sealed), received by 2:00 p.m. March 23, 2022 in the Anchorage Procurement office at 550 W. 7 th Ave, Suite 1800, Anchorage, AK 99516	
Cost Proposal Form - (<i>Cost proposal shall be sealed separately.</i>)	
Table of Contents	
Independent Price Determination Certificate (<i>signed & notarized</i>)	
Offeror Information & Assurance Form – (<i>signed & notarized</i>)	
Understanding of the Project	
Methodology used for the Project	
Management Plan for the Project	
Experience and Qualifications	
Alaska Bidder Preference Certification and / or other preferences that may apply if qualifications met	
Alaska Business License, (<i>not required unless submitting AK Bidder Preference Certification</i>)	
Litigation History	
Conflict of Interest Statement	
CJIS Summary	
List of Company P&P's (<i>as applicable to the RFP</i>)	

ATTACHMENT 11

PROPOSAL EVALUATION FORM

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

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- A. Has the offeror provided the required table of contents and documents listed in the introduction?
- B. Has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- C. How well has the offeror identified pertinent issues and potential problems related to the project? If potential problems were identified, did the offeror offer a viable solution?
- D. Has the offeror demonstrated that it understands the services and deliverables the State expects it to provide?
- E. Has the offeror provided a summary and understands all DOC Security and FBI CJIS requirements and will comply with them?
- F. Has the offeror demonstrated that it understands the State's time schedule for provision of services start date?
- G. Can the offeror meet the State's time schedule or proposed an acceptable alternative?

TOTAL POINTS FOR SECTION 5.01 _____

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- A. How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- B. How well does the methodology match and achieve the objectives set out in the RFP?
- C. Does the methodology interface with the time schedule in the RFP?

TOTAL POINTS FOR SECTION 5.02 _____

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

- A. Do the plans, information and methods provided in scope of service areas match and contribute to achieving the objectives set out in the RFP?
- B. Do the plans, information and methods provided in scope of service areas interface properly with the time schedule in the RFP?
- C. Does the management plan support all of the project requirements and logically lead to the scope of service and deliverables required in the RFP?
- D. To what extent does the offeror already have the hardware, equipment, and licenses necessary to perform the contract?
- E. Does it appear that the offeror can meet the schedule set out in the RFP? Is the proposed schedule reasonable and acceptable?

- F. Has the contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- G. Is the proposal practical and feasible?
- H. How well have any potential problems been identified and addressed?
- I. Does the proposal address in sufficient detail all of the items in Section 5 of the RFP?
- J. Does the proposal include a plan for meeting equipment service and maintenance requirements for work sites outside of Anchorage and Fairbanks (see Section 5)?
- K. Has the offeror shown that it understands the DOC's responsibilities described in Section 5?
- L. Does the proposal address the issue of Lost, Stolen, and/or Damaged Units (see Section 5)?
- M. Has the offeror described the level of their ability to expand services should the need arise?

TOTAL POINTS FOR SECTION 5.03 _____

SEC 5.04 EXPERIENCE AND QUALIFICATIONS (15%)

Questions regarding the personnel:

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

Questions regarding the firm and subcontractor (if used):

- d) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- e) Has the firm addressed all issues in Section 2 (i.e., prior experience) of this RFP?
- f) Is the proposer currently providing any kind of electronic monitoring equipment and services?
- g) If the proposer's primary focus is on electronic monitoring of offenders, for what length of time have they been in that line of business?
- h) How well is organizational accountability completely and clearly defined?
- i) Did the proposer provide clear organization charts, etc.? Is the organization of the project team and support staff depicted in a logical manner?
- j) How well does the management plan illustrate the lines of authority and communication?
- k) Did the proposer include copies of company policies as outlined in the RFP? Are the policies well written and easy to understand? Do the policies include a strong indication that the proposing firm is a security-conscious organization and have clearly defined security safeguards been addressed?
- l) How successful is the general history of the firm regarding timely and successful completion of projects and provision of equipment and services?
- m) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the proposer?
- n) Has the contractor provided copies of the contracts for services, or clearly defined and explained the services to be provided by any subcontracting arrangements? (See Section 1 of this RFP)

- o) Has the contractor (or subcontractor) had previous contracts that resulted in non-performance, problems, or default of contracts?
- p) How well has the firm demonstrated that it would employ staff who can provide the needed experience, skills, and abilities?
- q) Has the offeror provided the required litigation history details? (See Section 6)
- r) Is there a history of lawsuits in which the offeror has gone to trial and lost in a court of law?

TOTAL POINTS FOR SECTION 5.04 _____

******* (STOP - END OF PEC EVALUATOR QUESTIONS) *******

To be completed by Procurement Officer – SEC 5.05 & 5.06

SEC. 5.05 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.

TOTAL POINTS (0 or 40) FOR SECTION 5.05 _____

SEC. 5.06 ALASKA OFFEROR PREFERENCE (10%)

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

TOTAL POINTS FOR SECTION 5.06 _____

TOTAL EVALUATION POINTS FOR ALL SECTIONS ABOVE _____