

# STATE OF ALASKA

Department of Corrections  
Division of Institutions



## Community Residential Center Services

Fairbanks

2022-2000-5058

Amendment # 3

Date Issued - 4/25/2022

**This amendment is being issued to *make changes to the RFP and address Q&A's.***

**Important Note to Offerors:** You must sign and return this page of the amendment document with your proposal. Failure to do so may result in the rejection of your proposal. Only the RFP terms and conditions referenced in this amendment are being changed. All other terms and conditions of the RFP remain the same.

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COMPANY SUBMITTING PROPOSAL

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AUTHORIZED SIGNATURE

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DATE

**Changes to the RFP are as follows:**

**CHANGE #1:**

The purpose of this amendment is to allow for tiered pricing for the Fairbanks Community Residential Center (CRC) tiered pricing with no minimum guarantee beds. Under the tiered pricing structure, the Department only pays for the beds utilized.

**CHANGE #2:**

This amendment also authorizes the Contractor to contract out food service as long as the service meets all the current contractual requirements and 2010 CRC Standards, Chapter 6: Food Service.

**Q& A's:**

1. **Amendment #1, Cost Proposal Form (Revised)** has "Community Residential Center (CRC) - 75 Beds, Fairbanks, Alaska" at the top of the Form.
  - a. We request that the State please change this instance of 75 Beds to 90 Beds to reflect the total number of beds under the RFP (75 Regular Beds + 15 Per Diem Beds).
  - b. Additionally, we request that the State please change the current instances of "99 Beds" to "90 Beds" on each of the following Forms:
    - i. **RFP Attachment 2, Proposal Responsiveness Checklist – REVISED See attached.**
    - ii. **RFP Attachment 3, RFP Receipt Acknowledgment Form – REVISED See attached.**
    - iii. **RFP Attachment 4, Offeror Information and Assurance Form – REVISED See attached.**
    - iv. **RFP Attachment 6, Sample Proposal Evaluation Form – REVISED See attached.**

**RESPONSE:** *All above attachments have been revised to show tiered pricing 90 beds.*

2. **RFP Page 10, Section 3.02 Contract Term and Work Schedule** states that the contract will be from the date of award (approximately May 16, 2022) with optional one-year renewals (up to May 31, 2026).
  - a. Please confirm that the awarded contract will be a one-year base term, with the option for three additional one-year renewal terms.

**RESPONSE:** *YES*

3. **RFP Page 10, Section 3.03 Contract Type** states that the contract is a firm fixed price contract for regular beds, and that per diem beds will be paid for daily only if they are filled.
  - a. Please confirm that the Contractor will be paid the regular per diem for all 75 regular beds, regardless of whether a bed is actually utilized; and subsequently paid the per diem rate for up to 15 per diem beds only upon actual utilization of a per diem bed.
  - b. This structure benefits both the State and the Contractor for several reasons. The Contractor is provided with certainty in covering their operating costs regardless of actual bed utilization. Therefore, the Contractor's risk is significantly mitigated, which results in a lower regular per diem and increases the annual savings offered to the State. Similar to the State, the

Contractor's operating costs are largely fixed in nature, as they relate to staffing and real estate expenses that cannot be reduced during periods when beds are underutilized. Without the certainty of covering fixed operating costs, the Offeror must estimate how many beds will be utilized. Based on historical trends, the Offeror's bed utilization estimate may be significantly less than the number of beds requested in the RFP—which causes the Offeror to propose a higher per diem in order to offset the potential of beds being underutilized during the contract period.

**RESPONSE:** *Amended to change to Tiered Pricing with no per diem.*

4. **RFP Page 44, Staffing and Human Resources, Section A. Staffing Plan / Vacancies** states that staffing deficiencies or vacancies shall be imposed beginning 30 days from the date a position becomes vacant—or beginning 60 days after a professional position becomes vacant.

- a. What is the amount of the penalty that would be charged for staffing deficiencies or vacancies?

**RESPONSE:** **The amount of the penalty shall be equal to the position's salary and benefits as identified in the Contractor's budget document for the period the positions is vacant.**

- b. Which staff positions would qualify for the 30-day vacancy penalty?

**RESPONSE:** **Any position that has to do with the operations of the facility and security.**

- c. Which staff positions are considered to be professional and would therefore qualify for the 60-day vacancy penalty?

**RESPONSE:** **Accounting, Case Managers, Security and Directors. All could fall into the 30-day category depending on the number of staff and the size of the facility to operate on a daily basis.**

- d. Due to the highly competitive job market, which limits the pool of qualified candidates, is the State willing to extend the stated grace period before imposing any penalties for staff vacancies? For example, imposing a penalty 90 days after a position becomes vacant, for all staff positions. The time and effort required for staff recruitment, job postings, and background checks has significantly increased due to the COVID-19 pandemic.

**RESPONSE:** **Yes, the state is willing to consider a grace period on a case-by-case basis when we can see that diligent effort has been made to fill a position. A 90-day grace period will not be granted up front or across the board for all positions. The State understands the current job market and is willing to work with the contractor. As long as minimum staff standards are adhered to there is more room for a grace period to be approved.**

5. **RFP Page 45, Section C. Pre-Employment Screening** states that quarterly random drug tests will be conducted and recorded for all staff.

- a. Will the costs of this drug testing be a state expense or a contractor expense?

**RESPONSE:** **Contractor expense.**

6. **RFP Page 47, Section I. Security and Background Checks** requires the Contractor to have three security staff members on duty at all times, for a facility that houses 26-99 residents. Under the current contract, we received a waiver from the State that allows us to have two security staff members on duty during the overnight shift (12:00a – 6:00a), to reduce costs to the State.

- a. Under a contract awarded from the RFP, will the State allow the Contractor to assign two security staff to the overnight shift?

**RESPONSE: Yes, we would continue with 2 security staff at night.**

7. The RFP contains multiple mentions of the Offender Supervision Program (OSP)—such as **RFP Page 59-60, Section P. Cognitive Skills / Educational Service**; **RFP Page 61-62, Educational Services**; and **RFP Page 75, Section H. CRC Offender Supervision**.

- a. Under a contract awarded from the RFP, will the OSP be delivered by the State or by the Contractor's CRC staff?

**RESPONSE: Contractors CRC staff.**

- b. Will the costs of the curricula used for the OSP be a state expense or a contractor expense?

**RESPONSE: Contractor expense.**

8. **RFP Page 80, Section E. Cost Proposal Budget – Regular and Per Diem Bed Costs, Item 2) Lot 2 – Per Diem CRC Beds** states that all proposals must submit the minimum required percentage (15%) of per diem beds. However, the **Cost Proposal Form (Revised)** states that a minimum of 16% of the total beds must be calculated as per diem beds.

- a. Is the correct minimum required percentage of per diem beds 15% or 16% of the total beds?

**RESPONSE: All per diem has been removed.**

9. **RFP Page 88, Section 5. Evaluation Criteria and Contractor Selection** states that a total of 100 points will be used to score the submitted proposal. However, the evaluation values assigned to the Section 5.01 – 5.06 criteria (5% + 5% + 5% + 5% + 40% + 10%) combine for a total of 70% (70 points).

- a. How will the remaining 30% (30 points) be evaluated?

**RESPONSE: This was an error, and this is only a sample as indicated in Section 5. Attachment 6 is the official Proposal Evaluation Form to be used for evaluations.**

- b. Additionally, **RFP Attachment 6, Sample Proposal Evaluation Form** states that a total of 1,000 points will be used to score the submitted proposal. The evaluation values assigned to the Section 5.01 – 5.06 criteria are: 15% (150 points) + 5% (50 points) + 10% (100 points) + 10% (100 points) + 50% (500 points) + 10% (100 points) = 100% (1,000 points).

- i. While we understand that **RFP Attachment 6** is provided as a sample, please confirm that the State will be using the points system outlined in **RFP Section 5** to evaluate the submitted proposal.

**RESPONSE: The state will be using attachment 6 as the official evaluation criteria form with 1000 points total.**

10. **RFP Attachment 9, Budget Break Out Detail Submission Form—**

- a. Please confirm that for the Cost Proposal, the Offeror is required to complete and submit this Form for Year 1 of the contract only.

**RESPONSE: Correct, as per the new cost proposal form for tiered pricing attached to this amendment.**

11. **RFP Page 79, Section 4.07 Cost Proposal** states that proposed rates (including any revisions established through the contract negotiation process) will be binding upon the Contractor for the full term of the contract. With the exception of scheduled CPI adjustments, rate increases will not be considered.

- a. How will the Contractor's per diem rate be adjusted each year to account for the Consumer Price Index (CPI)?

**RESPONSE: All language in regard to CPI and Per Diem have been removed.**

- b. Please specify what informational source will be used to determine the CPI? For example, will specific federal or state data be used?

**RESPONSE: NO CPI will be used and has been removed for the RFP.**

- c. When would the Contractor's per diem rate be adjusted based on the CPI? For example, will the CPI adjustment be effective as of the date when an annual CPI amount is published?

**RESPONSE: All language in regard to CPI and Per Diem have been removed.**

12. **RFP Page 7, Section 1.15 News Releases** states that news releases related to the RFP will not be made without prior approval of the Project Director.

- a. Please define the Project Director position.

**REPOSESE: This is the DOC point of contact who oversees the contract once let.**

13. **RFP Page 11, Section 3.04 Proposed Payment Procedures** states that each billing must consist of an invoice and progress report.

- a. Please define the progress report.
- b. Please outline the type of information that the Contractor will be required to include within these progress reports.
- c. Does the State have a specific Form for the progress report? If yes, please provide a copy of this Form.
- d. Please specify the criteria that the State will use to approve the Contractor's progress report, in order to proceed with payment of the invoice.

**RESPONSE: NO PROGRESS REPORT is required with billings, second sentence in Section 3.04 is removed in regard to progress notes.**

**NOTE: Additional language has been added to section 3.04 as follows.**

**Each billing must consist of an itemized invoice. No payment/s will be made until invoice/s have been approved by the Director of Institutions, or their designee. All billings should be submitted timely and reference the RFP and contract numbers.**

**Upon determination that a portion or the entire invoice is incorrect, the Contractor shall receive written notice from the DOC Director of Institutions, or designee, of the amount of the billing or portion thereof is in dispute and stating the reasons for the dispute. That portion of or entire invoice shall not be processed for payment until after resolution of the dispute.**

14. **Cost Proposal Form (Revised)** includes a note stating that the actual contract period will be for five years, with all renewals. However, **RFP Page 10, Section 3.02 Contract Term and Work Schedule** states that the length of the contract will be from the date of award (approximately May 16, 2022) up to May 31, 2026—which suggests a four-year contract term.

- a. Please clarify if the contract period (inclusive of all renewal options) will be for a total of four years or five years.

**RESPONSE: Four Years, see revised cost proposal for Tiered Pricing.**

15. **RFP Page 14, Section 3.18 Termination for Default—**

- a. We request that the State please add the following language to this section, as this language has been included in prior State solicitations:

*“A Contractor’s failure to comply with any of the terms and conditions of this RFP and contract may result in a default action by the State, after a thirty (30) calendar day written notice to cure the problem that had produced the apparent default.”*

**RESPONSE: This language is adopted and is added per this amendment.**

16. **RFP Page 97, Section 7.01 Standard Contract Provisions** requires the Contractor to sign and submit the State’s Standard Agreement Form for Professional Services Contracts.

- a. Considering that language from the RFP and the successful Proposal may be included in the contract, please specify the order of precedence that will be incorporated into the State’s Standard Agreement.

**RESPONSE: Order of Precedence is:**

- First:           The contract document,**
- Second:       RFP and all amendments issued,**
- Third:         The offerors proposal.**

17. **RFP Page 97, Section 7.03 Proposal as Part of the Contract—**

- a. We request that the State please revise this language to read as follows: (requested revisions in *italics* below)

*“Part or all of this RFP and the successful proposal shall be incorporated into the contract.”*

**RESPONSE: This language is adopted and is added per this amendment.**

**END OF AMENDMENT # 3**