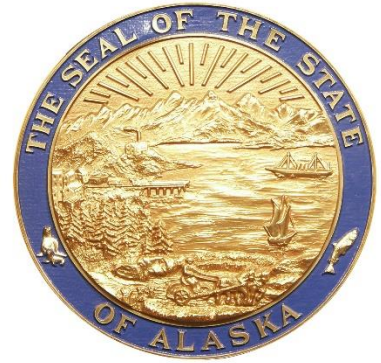


# STATE OF ALASKA REQUEST FOR PROPOSALS



## BEHAVIORAL HEALTH AND SUBSTANCE USE DISORDER TREATMENT SERVICES (NOME, ALASKA)

**RFP 2024-2000-0148**

**ISSUED OCTOBER 26, 2023**

---

**ISSUED BY:**

DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATIVE SERVICES

**PRIMARY CONTACT:**

BENJAMIN BAKER  
PROCUREMENT OFFICER  
[BENJAMIN.BAKER@ALASKA.GOV](mailto:BENJAMIN.BAKER@ALASKA.GOV)

(907) 269-5909

---

**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

<b>SECTION 1.</b>	<b>INTRODUCTION &amp; INSTRUCTIONS .....</b>	<b>4</b>
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 AND QUALIFICATIONS .....	4
SEC. 1.05	REQUIRED REVIEW .....	7
SEC. 1.06	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS .....	7
SEC. 1.07	RETURN INSTRUCTIONS .....	7
SEC. 1.08	ASSISTANCE TO OFFERORS WITH A DISABILITY .....	8
SEC. 1.09	AMENDMENTS TO PROPOSALS .....	8
SEC. 1.10	AMENDMENTS TO THE RFP .....	8
SEC. 1.11	RFP SCHEDULE .....	8
SEC. 1.12	ALTERNATE PROPOSALS .....	9
SEC. 1.13	NEWS RELEASES .....	9
<b>SECTION 2.</b>	<b>BACKGROUND INFORMATION.....</b>	<b>10</b>
SEC. 2.01	BACKGROUND INFORMATION .....	10
<b>SECTION 3.</b>	<b>SCOPE OF WORK &amp; CONTRACT INFORMATION .....</b>	<b>11</b>
SEC. 3.01	SCOPE OF WORK .....	11
SEC. 3.02	GENERAL REQUIREMENTS .....	11
SEC. 3.03	CONTRACT TERM AND WORK SCHEDULE .....	15
SEC. 3.04	DELIVERABLES .....	15
SEC. 3.05	CONTRACT TYPE .....	16
SEC. 3.06	COLLABORATION BETWEEN PROVIDER AND SECURITY STAFF .....	16
SEC. 3.07	PROMPT PAYMENT FOR STATE PURCHASES .....	16
SEC. 3.08	CONTRACT PAYMENT .....	16
SEC. 3.09	LOCATION OF WORK .....	17
SEC. 3.10	TRAVEL .....	17
SEC. 3.11	THIRD-PARTY SERVICE PROVIDERS .....	17
SEC. 3.12	SUBCONTRACTORS .....	18
SEC. 3.13	JOINT VENTURES .....	18
SEC. 3.14	RIGHT TO INSPECT PLACE OF BUSINESS .....	18
SEC. 3.15	F.O.B. POINT .....	18
SEC. 3.16	CONTRACT PERSONNEL .....	19
SEC. 3.17	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES .....	19
SEC. 3.18	CONTINUING EDUCATION .....	19
SEC. 3.19	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS .....	19
SEC. 3.20	NONDISCLOSURE AND CONFIDENTIALITY .....	19
SEC. 3.21	INDEMNIFICATION .....	20
SEC. 3.22	INSURANCE REQUIREMENTS .....	20
SEC. 3.23	TERMINATION FOR DEFAULT .....	21
SEC. 3.24	SECURITY BACKGROUND INVESTIGATIONS & POLICIES AND PROCEDURES .....	21
<b>SECTION 4.</b>	<b>PROPOSAL FORMAT AND CONTENT .....</b>	<b>24</b>
SEC. 4.01	INTRODUCTION .....	24
SEC. 4.02	PROPOSAL CONTENTS .....	24
SEC. 4.03	EXPERIENCE AND QUALIFICATIONS .....	25
SEC. 4.04	UNDERSTANDING OF THE PROJECT .....	25
SEC. 4.05	METHODOLOGY USED FOR THE PROJECT .....	25
SEC. 4.06	MANAGEMENT PLAN FOR THE PROJECT .....	25
SEC. 4.07	COST PROPOSAL .....	26
SEC. 4.08	EVALUATION CRITERIA .....	26
<b>SECTION 5.</b>	<b>EVALUATION CRITERIA AND CONTRACTOR SELECTION .....</b>	<b>27</b>
SEC. 5.01	SUMMARY OF EVALUATION PROCESS .....	27
SEC. 5.02	EVALUATION CRITERIA .....	27
SEC. 5.03	SCORING METHOD AND CALCULATION .....	28
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS (20%) .....	29
SEC. 5.05	UNDERSTANDING OF THE PROJECT (10%) .....	29
SEC. 5.06	METHODOLOGY USED FOR THE PROJECT (10%) .....	29
SEC. 5.07	MANAGEMENT PLAN FOR THE PROJECT (10%) .....	30
SEC. 5.08	CONTRACT COST (40%) .....	30
SEC. 5.09	ALASKA OFFEROR PREFERENCE (10%) .....	31

<b>SECTION 6.</b>	<b>GENERAL PROCESS AND LEGAL INFORMATION.....</b>	<b>32</b>
SEC. 6.01	INFORMAL DEBRIEFING .....	32
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES .....	32
SEC. 6.03	SITE INSPECTION .....	32
SEC. 6.04	CLARIFICATION OF OFFERS.....	33
SEC. 6.05	DISCUSSIONS WITH OFFERORS .....	33
SEC. 6.06	EVALUATION OF PROPOSALS.....	33
SEC. 6.07	CONTRACT NEGOTIATION .....	33
SEC. 6.08	FAILURE TO NEGOTIATE.....	34
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION.....	34
SEC. 6.10	PROTEST.....	34
SEC. 6.11	APPLICATION OF PREFERENCES.....	35
SEC. 6.12	ALASKA BIDDER PREFERENCE .....	35
SEC. 6.13	ALASKA VETERAN PREFERENCE.....	36
SEC. 6.14	STANDARD CONTRACT PROVISIONS .....	36
SEC. 6.15	QUALIFIED OFFERORS.....	37
SEC. 6.16	PROPOSAL AS PART OF THE CONTRACT .....	37
SEC. 6.17	ADDITIONAL TERMS AND CONDITIONS .....	37
SEC. 6.18	HUMAN TRAFFICKING.....	37
SEC. 6.19	RIGHT OF REJECTION.....	37
SEC. 6.20	STATE NOT RESPONSIBLE FOR PREPARATION COSTS .....	38
SEC. 6.21	DISCLOSURE OF PROPOSAL CONTENTS .....	38
SEC. 6.22	ASSIGNMENT.....	39
SEC. 6.23	DISPUTES .....	39
SEC. 6.24	SEVERABILITY .....	39
SEC. 6.25	SUPPLEMENTAL TERMS AND CONDITIONS .....	39
SEC. 6.26	SOLICITATION ADVERTISING.....	39
SEC. 6.27	FEDERALLY IMPOSED TARIFFS.....	39
<b>SECTION 7.</b>	<b>ATTACHMENTS.....</b>	<b>41</b>
SEC. 7.01	ATTACHMENTS.....	41

## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections, Division of Health and Rehabilitation Services, is soliciting proposals from an individual or agency for Behavioral Health and Substance Use Disorder Treatment Services to be provided to persons incarcerated at the Anvil Mountain Correctional Center, located in Nome, Alaska.

A more detailed description of the scope of work is provided in **SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION**.

### SEC. 1.02 BUDGET

Funds are limited and negotiations may be necessary depending upon proposed costs submitted.

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 **2:00 PM prevailing Alaska Standard Time on November 16, 2023**, as indicated by postmark or email timestamp and late proposals will not be considered.

### SEC. 1.04 PRIOR EXPERIENCE AND QUALIFICATIONS

In order for offers to be considered responsive, offerors must meet these minimum prior experience and qualification requirements:

**Experience:** Minimum of 2-year experience performing psychotherapeutic casework such as:

- Assessing/screening and providing treatment to individuals diagnosed with severe and persistent mental illness (SPMI);
- Assessing/screening and providing treatment to individuals experiencing suicidal ideation;
- Assessing/screening and providing treatment to individuals diagnosed with personality disorders;
- Assessing/screening and providing treatment to individuals diagnosed with substance use disorders.

In addition, offerors should indicate whether they have prior experience in providing and administering the services required under this RFP, or similar services.

**Qualifications:** The offeror will be responsible for ensuring all staff have the skills needed to provide mental health services within a correctional setting. Any staff member providing services will be required to meet the minimum qualifications established by the State of Alaska equivalent to a Mental Health Clinician II. A general description and minimum qualifications for the Mental Health Clinician II are outlined below.

**Special Requirement:** Offerors must identify any history of non-performance or default in the terms or conditions of providing contract services in any contract (previous or current) with State of Alaska agencies or other public/government agencies during the past three years. If an offeror does not disclose any non-performance or default history as stated, and the procurement officer receives

documented information to the contrary, the offeror will be considered non-responsive, and the proposal will not be considered for evaluation and possible award of services.

Experience working in a correctional institution is preferred but NOT required.

### **MENTAL HEALTH CLINICIAN II:**

#### **General Description:**

Class Definition: Mental Health Clinicians, under general supervision, provide skilled and intensive psychotherapeutic casework services to patients in a mental health clinic or a hospital dedicated to serving individuals with mental illness or neurodevelopmental disorders; perform therapeutic treatment services to patients recently released from a mental hospital; and provide consultative services to the immediate area.

Distinguishing Characteristics: These classes may be differentiated based on level of services performed, supervisory responsibility, or program responsibility. Certain positions may require training and or experience in a specialty area.

The Mental Health Clinician II is the journey level of the series. Under direction, performs general mental health services requiring greater professional skill; case load may be greater and/or more complex than Mental Health Clinician I; may have responsibility for mental health services in a community center or clinic.

#### **Examples of Duties:**

- Interview, diagnose and treat patients. Arrange for hospitalization of psychiatric patients and provides post- hospital follow-up.
- Participate in diagnostic staff conference with the psychiatrist and other clinicians for the discussion of diagnosis and treatment of patients.
- Participate in various forms of psychotherapy, such as individual and group therapy and marriage counseling.
- Assist supervisor in division of workload and related aspects of clinic or hospital management.
- Provide professional supervision for lower-level clinicians.
- Make home visits on selected occasions.
- Visit outlying communities to provide counseling and consultant work. Hold conferences and training sessions with community mental health personnel to assist them in expanding community understanding of mental and emotional problems.
- Collect data to determine community needs, attitudes, and resources. Assist in development of community mental health clinics and community services.
- Prepare reports, case records, correspondence and participate in research projects.
- Provide mental health consultation to nurses, teachers, physicians, and public and private agencies. Act as liaison with other social service agencies, courts, and psychiatric facilities.
- Attend conferences in mental health and intellectual developmental disabilities

The provider may assume duties of a specialized nature such as: administer medication and provide mental health nursing services to a clinic or hospital; or administer diagnostic psychological tests and prepare personality evaluations; or develop social services in a mental health clinic or hospital; or

plan and direct a program of community mental health services for children or adults in a hospital or clinic setting.

**Knowledge, Skills, and Abilities:**

Knowledge of principles and techniques of mental health counseling; techniques of observing and assessing behavior; emotional, social, psychological and environmental problems; principles and practices of behavior change and modification; theories and research on personality and intellectual growth and development; human motivation, behavior adaptations, and social interaction; scope and activities of public and private health and welfare agencies, characteristics of mental and emotional disturbances and intellectual developmental disabilities in children, current trends in mental hygiene, and of state and federal mental health programs and laws. May require special knowledge of psychometric techniques, administering and evaluating psychological tests; or theories and practices in mental health nursing; or characteristics, social implications, and treatment of neurodevelopmental disorders.

Ability to establish and maintain the confidence and cooperation of patients and persons contacted in the course of work; prepare accurate and concise reports; analyze situations accurately and take effective action; observe patient behavior; conduct successful therapeutic interactions with patients; supervise lower-level clinicians; maintain good working relationships. Some positions may require ability to administer medication; or administer, score and evaluate psychological tests; or direct a child or adult mental health or neurodevelopmental disorder program in a state hospital or clinic.

**Minimum Qualifications:**

A master's degree from an accredited college in psychology, social work, child guidance, nursing, vocational rehabilitation, or a closely related field and two years of professional experience performing psychotherapeutic casework. The experience requirement is met by service as a Mental Health Clinician I with the State of Alaska or the equivalent elsewhere.

Substitution: Graduate study beyond the master's degree will substitute for up to one year of the required experience (2 semester hours or 3 quarter hours of graduate study equals one month of work experience.)

Special Note: Some positions require the incumbent be licensed as a Clinical Social Worker, a Licensed Professional Counselor, or a Psychologist with a Doctorate in Psychology. This requirement will be addressed in the job posting.

Although the contractor or staff member does not require licensure, it is preferred.

For any unlicensed staff member providing services the contractor shall be responsible for establishing a supervision plan to be approved by the Department of Corrections Chief Mental Health Officer. Supervision must occur on a regular schedule, be accessible for crisis consultation and must be provided by a licensed provider.

Any staff member providing services under this contract is required to be approved by the Chief Mental Health Officer and attend Department of Corrections approved suicide prevention training prior to providing services within the institution.

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

### **SEC. 1.05 REQUIRED REVIEW**

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

### **SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS**

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 on **November 14, 2023**.

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: **Benjamin Baker** – Phone: **907-269-5909** – Email: [benjamin.baker@alaska.gov](mailto:benjamin.baker@alaska.gov)

### **SEC. 1.07 RETURN INSTRUCTIONS**

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

*Department of Corrections  
Attention: Benjamin Baker  
RFP Number: 2024-2000-0148  
Behavioral Health and Substance Use Disorder Treatment Services  
550 W 7<sup>th</sup> Ave, Suite 1800  
Anchorage, AK 99501*

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

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

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it with enough 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 **907-269-5909** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

### **SEC. 1.08 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. 1.09 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. 1.10 AMENDMENTS TO THE RFP**

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

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. 1.11 RFP SCHEDULE**

RFP schedule set out herein represents the state'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 Standard Time.

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Issue Date / RFP Released		10/26/2023
Questions Deadline		11/14/2023
<b>Deadline for Receipt of Proposals / Proposal Due Date</b>	<b>2:00 PM</b>	<b>11/16/2023</b>
Proposal Evaluations Complete		11/30/2023
Notice of Intent to Award		12/1/2023
Contract Issued		12/10/2023

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. 1.12 ALTERNATE PROPOSALS**

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

**SEC. 1.13 NEWS RELEASES**

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

**Health Care Mission:** The mission of the State of Alaska, Department of Corrections Inmate Health Care Component, is to provide those health care services necessary to prevent or alleviate pain and suffering; provide those services that the potential for harm to the prisoner by reason of delay or denial would be substantial; assure that any treatment or procedure provided is of medical necessity and not simply desirable; assure that denials or delays are not deliberately indifferent to serious medical needs; take corrective action when long-term ill effects can be prevented; and provide those procedures, treatment and prosthetic devices essential to the inmate's level of functioning and rehabilitation. To the maximum extent possible, health care services will be provided in the facility medical unit.

**Provision of Mental Health Services:** The Department shall provide essential mental health services to prisoners who suffer from mental illness in order to maintain or improve their mental health, contribute to their satisfactory prison adjustment, reduce the risk of criminal recidivism upon their release, and aid the department in the maintenance of an environment that preserves the basic human rights and dignity of the prisoners and correctional staff.

The Department of Corrections has adopted policies and procedures for the health care of prisoners in adult correctional facilities. The successful offeror will provide services within these policies and procedures. A list of departmental health care policies and procedures is attached.

Anvil Mountain Correctional Center (AMCC), in Nome, Alaska, is a minimum / medium custody correctional center.

The Alaska Department of Corrections (AKDOC) offender population is different than in all but six other states in that it includes the pre-trial offenders. Jail offenders may be in the AKDOC's custody prior to sentencing (the pre-sentenced population). In addition, the AKDOC is responsible for the care of committed felons and others sentenced to incarceration in the AKDOC. Interested offerors should be cognizant of the unique issues associated with these populations, including the separate National Commission on Correctional Health (NCCHC) Health standards applied to all offenders as they will be required to meet those standards. The successful offeror is responsible for meeting all NCCHC standards as well as all AKDOC policies & procedures. All offerors shall carefully review the deliverables in this RFP and the information in the associated appendices to assure construction of their best response.

The following is a brief profile of the AKDOC:

- Approximately 38,000 offenders are admitted for incarceration each year.
- On any given day 65% of the offender population is considered to be Mental Health Trust Beneficiaries.
- Of the 65% identified as Mental Health Trust Beneficiaries approximately 29% are diagnosed with a severe and persistent mental illness (SPMI).
- Approximately 80% of those admitted for incarceration have some form of substance use issues.
- The Alaska Native population is disproportionately overrepresented.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Corrections, Division of Health & Rehabilitation Service's (HRS), is seeking proposals from an individual or agency to provide Telehealth Behavioral Health Services at the Anvil Mountain Correctional Center in Nome, Alaska. These services may include assessment and diagnostic services; individual therapy; group therapy; crisis intervention services; post-treatment assessment to measure realization of treatment change; consultation and/or training with correctional staff; post discharge and other types of mental health services.

Substance Use Disorder Programming will include but not limited to screening, assessments, brief interventions, referral to treatment, etc. as needed and under department policy and procedures for mental health and substance use disorder care.

### SEC. 3.02 GENERAL REQUIREMENTS

The successful offeror will be responsible for offering telehealth Mental Health Services and Substance Use Disorder Programming:

#### **MENTAL HEALTH SERVICES:**

The successful offeror shall provide the following Mental Health services:

Offeror will provide a clinical and administrative supervisor for the therapists who are responsible for coordinating all mental health services through the facility superintendent as well as Chief Mental Health Officer.

#### **The Supervisor shall:**

- Supervise, administratively and clinically, all Mental Health Services staff providing services within AKDOC.
- Be held accountable by the successful offeror for meeting the mental health program obligations detailed in this RFP; and
- Maintain a close working relationship with the facility superintendent as well as the Chief Mental Health Officer or designee.

The successful offeror shall perform mental health screenings/assessments at the time of remand and/or based on referrals from facility medical and security staff.

The successful offeror shall provide Case Management of offenders with psychiatric histories or symptoms, including but not limited to:

- Serious mental illness;
- Adjustment difficulties;
- Decompensation;
- Aggressive behavior and/or victimization;

- Suicidal/homicidal ideation;
- Dementia; and
- Other significant cognitive/emotional impairment.

**Mental Health Programming:** Upon request or referral, each offender shall receive an initial assessment and orientation to the services available including the following:

- Group treatment utilizing department approved curriculum and other department approved mental health programming shall be provided to jail and prison offenders in segregation and in general population.
- The offeror must indicate the mechanism(s) to be utilized for the examination and diagnosis of inmates. It is not anticipated that the use of psychological (projective and objective) testing will be part of the scope of mental health services at Anvil Mountain Correctional Center. The use of psychological testing, if proposed, must be approved in advance by the Mental Health Director, or designee.
- Any crisis intervention or emergency assessment requires a timely review. This service must be provided directly by contract staff, or by an approved sub-contractor identified in the offeror's proposal. Proposal must outline how crisis intervention and emergency services will be provided.
- Provide a substitute mental health clinician in the case the regular mental health clinician's absence. Provide the plan for substitution in the proposal.
- Refer offenders, as appropriate, to other institutional and/or community services and coordinate services to the offender with other service providers as necessary.
- Evaluate referrals to determine the appropriate clinical course of action. Whenever possible, the successful offeror will provide the necessary treatment services. When the intervention required falls outside the specific expertise of the successful offeror, the successful offeror will refer the inmate back to the referring source with a recommendation for further treatment or evaluation as deemed appropriate.
- Submit a termination summary to the Chief Mental Health Officer or designee at the conclusion of each inmate's treatment.

**Mental Health Progress Report:** Monthly reports shall be submitted to the department's Chief Mental Health Officer or designee responsible for the supervision and coordination of mental health services. This progress report must be submitted on the standardized report form provided by the Department of Corrections (form attached). Monthly progress reports must include the following:

- A treatment plan for each inmate indicating the diagnosis and type of treatment;
- An evaluation of progress or the result of treatment and present clinical status;
- The legal status of the offender.

Make progress notes and include all psychological testing results in the mental health section of the Electronic Health Record (EHR) file following each session with an inmate and communicate any concerns with the Chief Mental Health Officer, the institutional mental health clinician, and/or medical staff.

Have any initial diagnosis of mental illness confirmed by a licensed psychologist or psychiatrist within 72 hours of the initial diagnosis (excluding weekends or holidays) if the initial diagnosis was not conducted by a licensed psychologist or psychiatrist.

The provider will:

- be required to attend at the department's request all meetings either at the project site or the Anchorage Central Office in Anchorage regarding all services, meetings in Anchorage should be infrequent;
- conduct mental health rounds within segregation unit on a weekly basis and document these rounds;
- not provide sex offender treatment services in lieu of referring inmates to departmentally recognized treatment programs.

**Remand Screening:** Mental health screening at intake will be performed by security and medical staff during the comprehensive intake screening. Offenders demonstrating the following will be referred for additional evaluation with a notification to the providers Mental Health Services staff:

- Impaired cognitive functioning;
- Offenders identified as having “special needs” related to mental disorders; and
- Significant psychological distress or positive signs for potential of mental health disease/diagnosis;
- Decompensation;
- Aggressive behavior and/or victimization;
- Suicidal/homicidal ideation;
- Withdrawal;
- Dementia; and
- Other significant cognitive/emotional impairment.

**TELE-MED:** The successful offeror will be responsible for coordinating and facilitating tele-med services with an AKDOC psychiatric provider. This will include but is not limited to:

- Developing weekly list of individuals to be seen in tele-med services.
- Facilitating weekly tele-med services.

The successful offeror may request to provide behavioral health services outlined in this RFP via telehealth delivery. If the offeror requests to provide services via telehealth a plan for this delivery method and a detailed plan for success must be included in the proposal.

**Training:** The successful offeror will be responsible for all mental health related training for AKDOC as well as medical and mental health services providers. AKDOC and medical staff will require training in topics such as mental health awareness, suicide prevention, and special needs population. Mental health clinical staff will be required to have on-going training on topics such as treatment planning, behavior plans, suicide risk assessment, evaluation and treatment. The successful offeror will utilize training resources already established by the AKDOC. These resources will be provided and discussed prior to start of services or as required.

Annual suicide prevention training will be required approximately 6 times annually. Contractor will coordinate with the Superintendent or their designee to facilitate all training topics.

### **SUBSTANCE USE DISORDER PROGRAMMING:**

The number of offenders within AKDOC requiring treatment for some form of substance use disorder exceeds the capacity the Department has for providing services. It is the intent of the AKDOC that the successful offeror provides treatment services to as many individuals as possible, within the parameters of the described scope of services, and within the total funds available for this project. Keeping the treatment beds filled is a priority for AKDOC as the Department has limited treatment resources, so we want to be able to ensure that we are providing services to as many offenders as possible while they are residing in our system.

**Screening:** Contract staff will be required to provide screening using the ASAM Co-Triage and Continuum assessment on-line tool. AKDOC will provide access to the contractor for this program, but the contractor must have a static IP address to link to the Continuum tool.

**Assessment:** Assessments must meet the American Society of Addiction Medicine (ASAM) standards. The purpose of assessments is to determine the level of substance use treatment needs based on ASAM criteria. The contractor will use the ASAM Continuum assessment tool as described above when completing SUD assessments.

**Referral Process:** Substance Use Disorder services will serve offenders who have been identified as candidates for the programs from those offenders residing at the Anvil Mountain Correctional Center (AMCC). The AKDOC staff will refer the candidates to the programs based on information provided during the admission interviews and based on sentencing orders. The successful offeror will also be responsible for providing substance use disorder screening to all offenders referred by mental health, medical, security staff or through self-referral.

**Recruitment:** Although the AKDOC staff will refer candidates for program participation based on their substance use disorder history and/or sentencing orders, recruiting offenders to participate in programs is also the responsibility of the successful offeror. The contractor must maintain a list of eligible candidates and coordinate with AKDOC staff to ensure that eligible candidates are placed in the appropriate treatment program based on clinical indicators.

**Reporting Requirements:** The contractor will be responsible for submitting a monthly Mental Health Services Consultation report to the Institutional Health Officer and Mental Health Clinical Supervisor responsible for the supervision and coordination of mental health services. This report must be submitted on the standardized report form provided by the Department of Corrections.

**Standards and Tasks:** The successful offeror must review new admissions, interview offenders, examine sentencing orders and develop a list of potential candidates for the programs. The successful offeror must communicate with probation and security staff to coordinate transferring offenders who meet the admission criteria.

- Comply with all standing institution security requirements, procedures and other protocols relating to the provision of services required by this RFP;
- Provide technical testimony for court cases and to the legislature on prisoner health when requested;
- Maintain a close working relationship with those ultimately responsible for inmate Health, i.e., the facility superintendents, Institution Health Officers, the Mental Health Clinical Supervisor, the Medical Director and the Chief Mental Health Officer.

### **SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, approximately **January 1, 2024, to June 30, 2024**, with optional 1-year renewals up to **June 30, 2026**. All optional renewals are at the State's sole discretion.

A maximum of 720 hours of service annually is anticipated. Services must be provided up to 15 hours per each week for 48 weeks annually, excluding state holidays. Emergency weekend services may be required. The AKDOC staff will maintain a presence 24 hours a day and will debrief with treatment staff each morning. The hours will be established by the treatment provider in coordination with the AKDOC staff.

The successful offeror shall provide the Chief Mental Health Officer at least a two-week notification for known staff absences. The successful offeror shall immediately inform the Chief Mental Health Officer of any unforeseen absences.

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. 3.04 DELIVERABLES**

The contractor will be required to provide monthly reporting:

- The contractor is required to use the monthly census report forms for each offender who has received a service. The form is to be submitted to the program manager by the 5th day of the month immediately following the month of services.

- Offenders who have received a screening or assessment will be placed on the program-specific department SUD Monthly Screening/Assessment Census Report form.
- In addition, the contractor is required to submit a monthly narrative report for each program which will include the following:
  - The number of hours of clinical supervision for each staff member;
  - Recent program successes;
  - Recent program struggles;
  - All staffing changes to include the date of the change.

The contractor is to use the following form(s): SUD Monthly Census Report (Screening/Assessment) and the Electronic Health Record (EHR) program.

### **SEC. 3.05 CONTRACT TYPE**

This contract is a **firm fixed-price** contract.

### **SEC. 3.06 COLLABORATION BETWEEN PROVIDER AND SECURITY STAFF**

While security is the primary concern of any AKDOC correctional facility, a healthy and effective treatment program enhances security. AKDOC is committed to providing treatment opportunities to offenders in order to enhance their ability to live free from negative consequences of addiction and/or mental illness. New treatment staff will receive training on basic security measures from the AKDOC staff. Provider's staff will keep the AKDOC staff apprised of any and all treatment activities. An open line of communication between correctional and treatment staff is imperative. Security staff will be accessible to the treatment staff to discuss planning, schedules, special program events, the movement of prisoners to and out of the treatment programs, the recruitment of program participants and issues pertaining to security.

Procurement Officer Note: Depending on the industry and/or the market, prompt payment may carry more or less value than described in the default language below. You are encouraged to keep this language in and invite discussion around it during the Q&A period. It may also become a negotiation item with the apparent successful offeror.

### **SEC. 3.07 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. 3.08 CONTRACT PAYMENT**

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

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or

services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

### **SEC. 3.09 LOCATION OF WORK**

This is a remote, telehealth contract that will be responsible for providing services described above to the Anvil Mountain Correctional Center located in Nome, Alaska.

The state **WILL NOT** provide remote workspace for the contractor. In cases when the contractor travels to the facility to work, the state **WILL** provide workspace for 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 ten (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. 3.10 TRAVEL**

A travel budget has been established for this service as travel costs are all unknown. All travel will be coordinated by the contractor and reimbursed for all transportation, lodging, rental car, taxi, mileage, and per diem. The contractor should include in their price proposal all estimated travel costs. The contractor will be required to provide all receipts for incurred travel expenses with their invoice.

During the course of the contract, the contractor will be required to make twelve (12) trips per year to Nome, Alaska. Travel to other locations will not be required.

The contractor shall ensure that any travel costs are in accordance with the State's travel regulation AAM 60 Travel. The Department understands that travel costs for this service may vary on occasions due to the nature of the services and will be allowed as appropriate.

See AAM 60 link: <https://doa.alaska.gov/dof/manuals/aam/resource/60t.pdf>

### **SEC. 3.11 THIRD-PARTY SERVICE PROVIDERS**

No third parties are allowed under the resulting contract.

### **SEC. 3.12 SUBCONTRACTORS**

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

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE AND QUALIFICATIONS**.

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;

If a subcontractor on the list did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- 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. 3.13 JOINT VENTURES**

Joint ventures **will not** be allowed.

### **SEC. 3.14 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. 3.15 F.O.B. POINT**

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

**SEC. 3.16 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. 3.17 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 Chief Mental Health Officer. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Chief Mental Health Officer 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. 3.18 CONTINUING EDUCATION**

The successful provider must assure, at no cost to the State that their program directors and clinical supervisors working under the terms of the contract meet and maintain the legal requirements for certification.

**SEC. 3.19 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 Chief Mental Health Officer 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. 3.20 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. 3.21 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. 3.22 INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

### **SEC. 3.23 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 7. ATTACHMENTS**.

### **SEC. 3.24 SECURITY BACKGROUND INVESTIGATIONS & POLICIES AND PROCEDURES**

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

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

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

- Security Clearance Form;
- PREA Employment Disclosure Form; *(only applicable if services are provided in the institution)*
- Code of Ethical Conduct 202.01a;
- Standards of Conduct 202.15a;
- ACOMS form and agreement, and; *(only applicable if they will be using DOC computers or network)*
- Criminal Justice Information Services Addendum (CJIS) form. *(only required if providing services in the institutions or upon request.)*
  - The Department may require the contractor to obtain 2 fingerprint “blue cards” form FD-258 for personnel performing service under this contract (no charge to contractor). Fingerprint (blue cards) can be obtained in Anchorage, in the basement of the Nesbitt Courthouse or make arrangements at one of the department institutions by appointment.

Questions or for arranging appointment please contact the following personnel:

James Dabbs-Ashworth ([james.dabbs-ashworth@alaska.gov](mailto:james.dabbs-ashworth@alaska.gov))

David Muise ([david.muise@alaska.gov](mailto:david.muise@alaska.gov))

- The completed forms must be submitted to the procurement officer or designee.
- The Department will send individual personnel a link to an online security awareness training that should take no longer than 2 hours to complete. Training is required bi-annually.

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

And per Department Policies & Procedures 501.2 (Research Activities) & 650.01 (Criminal Justice Information Access), links provided below:

<https://doc.alaska.gov/pnp/pdf/501.02.pdf?080916>

<https://doc.alaska.gov/pnp/pdf/650.01.pdf>

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.

## **SECTION 4. PROPOSAL FORMAT AND CONTENT**

### **SEC. 4.01 INTRODUCTION**

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

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

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

### **SEC. 4.02 PROPOSAL CONTENTS**

The following information must be included in all proposals.

#### **(a) AUTHORIZED SIGNATURE**

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

#### **(b) OFFEROR'S CERTIFICATION**

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

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

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

#### **(c) VENDOR TAX ID**

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

**(d) CONFLICT OF INTEREST**

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

**(e) FEDERAL REQUIREMENTS**

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

**SEC. 4.03 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.

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,
- itemize the total cost and the number of estimated hours for each individual named above.

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

**SEC. 4.04 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. 4.05 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. 4.06 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. 4.07 COST PROPOSAL**

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

**SEC. 4.08 EVALUATION CRITERIA**

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

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 3) Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

Overall Criteria	Weight
Responsiveness	Pass/Fail
Qualifications Criteria	Weight
Experience and Qualifications	200
Understanding of the Project	100
Methodology Used for the Project	100
Management Plan for the Project	100
Total	500

<b>Cost Criteria</b>	<b>Weight</b>
Cost Proposal	400
Total	400

<b>Preference Criteria</b>	<b>Weight</b>
Alaska Offeror Preference (if applicable)	100
Total	100

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

### SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

**Example (Max Points for the Section = 100):**

	<b>PEC Member 1 Score</b>	<b>PEC Member 2 Score</b>	<b>PEC Member 3 Score</b>	<b>PEC Member 4 Score</b>	<b>Combined Total Score</b>	<b>Points Awarded</b>
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

**Offeror 2** was awarded 50 points:

Offeror Total Score (20)

\_\_\_\_\_ x Max Points (100) = Points Awarded (50)

Highest Total Score Possible (40)

**Offeror 3** was awarded 100 points:

Offeror Total Score (40)

\_\_\_\_\_ x Max Points (100) = Points Awarded (100)

Highest Total Score Possible (40)

### **SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)**

**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:***

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?

### **SEC. 5.05 UNDERSTANDING OF THE PROJECT (10%)**

**Proposals will be evaluated against the questions set out below:**

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

### **SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (10%)**

**Proposals will be evaluated against the questions set out below:**

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

- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

### **SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (10%)**

**Proposals will be evaluated against the questions set out below:**

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

### **SEC. 5.08 CONTRACT COST (40%)**

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

**Example (Max Points for Contract Cost = 400):**

#### **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 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 400 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, 400 points.

**Offeror #2 receives 374.3 points.**

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$

**Offeror #3 receives 336.8 points.**

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$

## SEC. 5.09 ALASKA OFFEROR PREFERENCE (10%)

Per 2 AAC 12.260, 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, which will be added to the offeror's overall evaluation score.

### Example:

#### Step 1

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 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 proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

#### Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

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

## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

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

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

### SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state

reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

#### **SEC. 6.04 CLARIFICATION OF OFFERS**

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

#### **SEC. 6.05 DISCUSSIONS WITH OFFERORS**

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

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

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

#### **SEC. 6.06 EVALUATION OF PROPOSALS**

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

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

#### **SEC. 6.07 CONTRACT NEGOTIATION**

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

contract negotiations are commenced, they may be held in the conference room on the 18<sup>th</sup> floor of the Robert B. Atwood Building in Anchorage, Alaska.

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

## **SEC. 6.08 FAILURE TO NEGOTIATE**

If the selected offeror

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

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

## **SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION**

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

## **SEC. 6.10 PROTEST**

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

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

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

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

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

## SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, 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 following website:

### [Application Of Preferences](#)

- 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)
- Alaska Veteran's Preference - AS 36.30.321(f)

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

## SEC. 6.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;

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

### **Alaska Bidder Preference Certification Form**

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

### **SEC. 6.13 ALASKA VETERAN PREFERENCE**

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

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

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 STANDARD CONTRACT PROVISIONS**

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP 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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify,

add, delete, etc.), 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 that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

### **SEC. 6.15 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. 6.16 PROPOSAL AS PART OF THE CONTRACT**

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

### **SEC. 6.17 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. 6.18 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. 6.19 RIGHT OF REJECTION**

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

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

## **SEC. 6.20 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. 6.21 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. 6.22 ASSIGNMENT**

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

**SEC. 6.23 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. 6.24 SEVERABILITY**

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

**SEC. 6.25 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with Section 6.08 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. 6.26 SOLICITATION ADVERTISING**

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

**SEC. 6.27 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 7. ATTACHMENTS**

### **SEC. 7.01 ATTACHMENTS**

- 1) Proposal Responsiveness Checklist
- 2) Cost Proposal Form
- 3) Proposal Evaluation Form
- 4) Conflict of Interest Form
- 5) Offeror Information and Assurance Form
- 6) Certification of Entitlement to the Alaska Bidder Performance Form
- 7) Request for Clearance
- 8) PREA Employment Disclosure Forms
- 9) Department Policies and Procedures 202.01 and 202.15
- 10) Standard Agreement Form
- 11) Personnel Security Clearance Form and User Agreement
- 12) Network Access/Security Clearance Form
- 13) FBI Criminal Justice Information Services Security Addendum