

# STATE OF ALASKA

Department of Corrections  
Division of Admin Services



## PRETRIAL SERVICES

(Anchorage Municipal Cases)

RFP 2024-2000-0027

Amendment #3

November 8, 2023

**This amendment is being issued to address changes and additions to the RFP as shown on Page 2.**

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

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COMPANY SUBMITTING PROPOSAL

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AUTHORIZED SIGNATURE

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DATE

**Changes and additions to the RFP:** (Changes and additions are in *italics*)

**Change #1:** The following language has been removed and added under **SEC. 3.01 SCOPE OF WORK:**

“This may include installing electronic monitoring devices, testing breath and/or urine ~~or saliva~~ for the presumptive presence of controlled substances and/or alcohol and conducting intakes, to include providing instruction on equipment operation, schedules and reporting requirements to pretrial defendants ~~the contractor.~~”

“The caseload of MOA defendants is projected to be approximately 250 – 300 *with no minimum guarantee, however, there is no minimum or maximum guarantee of how many units will be needed throughout the life of the contract.*”

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**Change #2:** The following language has been added under **SEC. 3.02 STANDARDS:**

- *“Complete EM installs for defendants in custody at the local correctional facilities (i.e., Anchorage Correctional Complex-East and -West and Highland Mountain Correctional Center). The installs shall be completed on a schedule and terms acceptable to the jails.”*
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**Change #3:** The following language has been added under **SEC. 3.03 PORTABLE HANDHELD BREATHALYZER:**

- *“Use a court admissible DOC-approved portable handheld breathalyzer.”*
  - *“Explicitly adhere to the court order as written. Substitution of court-ordered alcohol EM supervision with routine EtG testing is not allowed unless approved by DOC in writing.”*
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**Change #4:** The following language has been removed and added under **SEC. 3.04 IN-OFFICE DRUG AND/OR ALCOHOL TESTING:**

- *“Randomly test defendants for the presence of ~~alcohol and/or illicit/prohibited~~ substance(s).”*
  - *“The frequency of randomized testing shall not exceed two times a month. This frequency will be universally applied to all orders regardless of whether a defendant is tested for alcohol only, illegal drugs only or both alcohol and illegal drugs.”*
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**Change #5:** The following language has been added under **SEC. 3.05 GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) MONITORING:**

- *“In victim-sensitive cases, DOC will provide initial release notifications to the victim(s) and supply the victims’ name and contact information to the contractor for supervision purposes. The contractor will assume and document all subsequent communications with the victims. This includes immediately advising victim(s) of a violation and performing a welfare check with or without assistance of APD when a victim cannot be contacted.”*

**Change #6:** The following language has been changed and added under **SEC. 3.09 CASE MANAGEMENT RECORDS:**

*"The contractor shall document all forms of contact (routine and non-routine EM alerts, office contacts, field contacts, victim contacts, and results of drug and/or alcohol testing) in the defendant's file."*

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**Change #7:** The following language has been added under **SEC. 3.10 ELECTRONIC MONITORING EQUIPMENT REQUIREMENTS:**

*"EM equipment used for the purposes of EM, in any setting, shall meet the minimum standards set by the State of Alaska and must be approved by DOC."*

*"Regardless of work location, the successful offeror will be responsible for the cost of shipping and delivery for all electronic monitoring equipment and supplies throughout the period of service. In addition, the successful offeror will be responsible for all shipping costs related to repairs and/or maintenance of equipment which is not fully functioning through no fault of DOC staff, DOC designee, or the defendant(s)."*

*"All equipment provided under the terms of the contractual agreement must be serviced and maintained by the offeror for the period covered under this solicitation or resulting contract."*

*"DOC assumes no responsibility for lost, stolen, and/or damaged equipment if it is determined that the condition is a result of the contractor's employee(s') negligence. The DOC Project Director or designee shall make the determination in such cases. "*

*"The contractor is responsible for making documented best effort attempts to recover any lost, damaged, or stolen EM equipment and shall provide this information to DOC as soon as it is available."*

*"As soon as the EM equipment is recovered, the contractor shall promptly credit DOC the cost of any recovered EM equipment that was the previously reported as stolen or lost."*

*"The successful offeror will cover the cost of lost, stolen, or damaged equipment in an amount of no less than ten percent (10%) of the annualized daily average of defendant units within a project site. To the extent possible, DOC will assist the contractor in recovering restitution from the responsible individual(s)."*

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**Change #8:** The following language has been added under **SEC. 3.11 CONTRACT TERM AND WORK SCHEDULE:**

*"The contractor will also be responsible for any afterhours violations seven (7) days a week and installs of electronic monitoring equipment on business days."*

**Change #9:** The following section has been added to the RFP:

**SEC 3.28 CONTRACT PERSONNEL SECURITY BACKGROUND CHECKS AND INVESTIGATIONS**

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

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

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

*All individuals providing services under the terms of the resulting contract complete the following forms and scan completed copies to the procurement officer and the program manager. All forms can be found in the RFP ATTACHMENTS.*

- *DOC Security Clearance Form. (Required only if entering a DOC correctional facility.)*
- *Criminal Justice Information Services Addendum (CJIS) form.*
- *Department of Public Safety Security Clearance Form and Agreement*
- *FBI CJIS Security Addendum*

*The department WILL require the contractor to obtain 2 fingerprint "blue cards" form FD-258 for personnel performing services under the resulting contract. Contractor will be responsible for all costs.*

*The completed forms must be submitted to the APSIN TAC designee at each location which will be provided to the successful offeror.*

*The department will send individual personnel a link to an online security awareness training that should take no longer than 2 hours to complete. Training is required annually.*

**Change #10:** The following section has been added to the RFP:

**SEC 3.29 RECORDS & PROTECTION, STORAGE AND DISPOSAL OF DATA & MEDIA**

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

**Protection, Storage, and Disposal of Media & Data:**

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

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

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

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

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**END OF AMENDMENT**