

STATE OF ALASKA REQUEST FOR PROPOSALS



COMMUNITY RESIDENTIAL CENTER SERVICES **NOME, ALASKA**

(45 REGULAR OR PER DIEM BED RATE, TBD)

RFP 2025-2000-0087

ISSUED AUGUST 26, 2024

ISSUED BY:

DEPARTMENT OF CORRECTIONS
DIVISION OF INSTITUTIONS

PRIMARY CONTACT:

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PROCUREMENT MANAGER
MICHAEL.LIM@ALASKA.GOV
(907) 465-6014

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.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections, Division of Institutions is soliciting proposals to secure the services of an agency(s), corporation(s), or individuals(s) to provide community residential center (CRC) and support for a total of 45 regular or per diem bed rate (TBD) with no minimum or maximum to meet the security and residential needs of adult offenders in Nome, Alaska.

SEC. 1.02 BUDGET

The Department of Corrections, Division of Institutions, does not currently identify a specific appropriation for this service. The more general appropriation includes many other cost allocations and does not specifically identify funds for these beds.

The DOC currently estimates that proposed bed rates for these services will be competitive with current CRC rates in the Nome area. Negotiations may be needed.

Proposals for less than the total number of beds is acceptable. The department reserves the right to purchase additional beds if funding allows, during the life of the contract.

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 PM** prevailing Alaska Standard Time on **OCTOBER 8, 2024**, as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 QUESTIONS DEADLINE

All questions shall be received by 2:30 p.m. on September 25, 2024, and must be in writing (emailed, mailed or faxed) and directed to the procurement officer. Telephone conversations must be confirmed in writing by the interested party. The deadline date may be extended if question/s will change the scope of work in anyway. The issuing office shall issue, in writing, to all prospective offerors any necessary clarification or amendment to the RFP. If appropriate, the proposal due date will be extended for a reasonable period to allow offerors to modify their proposals. Individual oral explanations or instructions will not be considered binding.

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 Manager: Michael Lim – 907-465-6014, Michael.lim@alaska.gov

SEC. 1.05 PRIOR EXPERIENCE & MANDATORY QUALIFICATIONS

Offeror must have experience successfully providing this type of service for a minimum of 5 years.

CRC Standards require minimum experience for specific personnel or positions; otherwise, no specific minimums for operation of a CRC facility have been set for this RFP.

The minimum qualification for all contract employees providing direct or indirect services under these established standards shall be:

High school diploma or has passed a General Education Development (GED) test.

Must be 19 years of age at time of employment.

Complete a full criminal background investigation to include fingerprints, and NCIC/NLET check to determine criminal history.

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

SEC. 1.06 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. 1.07 RETURN INSTRUCTIONS

Do not submit your response through IRIS Vendor Self-Service (VSS).

Submitting a hard copy proposal, Offerors must submit one hard copy of their proposal 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. Regardless of method of delivery submit to the address shown below. The sealed proposal package(s) must be addressed as follows:

Department of Corrections
Division of Administrative Services
Attention: Michael Lim
Request for Proposal (RFP) Number: 2025-2000-0087
RFP Title: COMMUNITY RESIDENTIAL CENTER (CRC) FOR NOME, ALASKA
802 3RD STREET, RM 220
DOUGLAS, ALASKA 99824

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **MICHAEL.LIM@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 907-465-6014 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

Faxed proposals **WILL NOT** be allowed.

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 and subject to change through amendments if needed.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		August 26, 2024
Questions Deadline	2:30PM	September 25, 2024
Deadline for Receipt of Proposals	2:00 PM	October 8, 2024
Proposal Evaluations Complete		October 18, 2024

Notice of Intent to Award		November 1, 2024
Contract Issued		November 15, 2024
Start Date		December 1, 2024

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 PRE-PROPOSAL CONFERENCE/TELECONFERENCE

A pre-proposal conference has not been scheduled.

SEC. 1.13 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. 1.14 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

Community Residential Centers help facilitate the transition of offenders from institutional confinement to parole/probation supervision, as well as providing an “intermediate sanction” for confined misdemeanants and parolees/probationers who commit technical violation of parole/probation, Community Residential Centers are healthy, supportive, and drug & alcohol – free environment that creates space for rehabilitation, reentry planning and adjustment to community living.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Alaska Department of Corrections is soliciting proposals to secure the services of an agency(s), corporation(s), or individuals(s) to provide community residential center (CRC) and support services for a total of 45 regular or per diem bed rate (TBD) with no minimum or maximum guarantee to meet the security and residential needs of adult offenders in the Nome, Alaska area.

The department requires a contractor to provide a residential halfway house facility (CRC) for offenders in order to provide security, food, shelter, transportation, supervision, programming, and the additional services specified herein and according to the minimums specified in the currently adopted set of Community Residential Center Operational Standards. The CRC will facilitate the safe and successful transition of offenders from incarceration to being productive members of the community.

Community Residential Centers help facilitate the transition of offenders from institutional confinement to parole/probation supervision, as well as providing an “intermediate sanction” for confined offenders and parolees/probationers who commit technical violation of parole/probation.

To facilitate the transition from institutional confinement back into the community, offenders may request and receive furlough to a Community Residential Center (CRC). After placement in a CRC, offenders are restricted to the center except for specifically approved passes from the facility for the purpose of work, education, treatment, and/or counseling activities. Residents must be engaged in approved employment, education or community work service projects, or some combination of these activities to constitute a full workweek of at least forty hours.

As an intermediate sanction for parole/probationers who commit violations of parole/probation conditions, CRC’s serve as a “halfway-in” facility to provide support, structure, and more supervision than parole/probation supervision can provide. These individuals are allowed to continue employment in the community but must return to the facility when not at work.

Community Residential Center also serves as an intermediate sanction for confined offenders who are placed in the center in lieu of incarceration. These placements are not allowed to leave the facility unless they are participating in community work service projects with direct supervision, and/or other approved Department of Corrections supervision.

All offenders in Community Residential Centers (with the exception of unsentenced and confined offenders) are expected to enter into, and progress through, a “multi-level” program. The program is designed to be responsive to individual and collective offender needs and to provide increasing opportunities for resident independence and responsibility. The “multi-level” program provides incentives for those offenders, through increased privileges, who demonstrate progress in learning skills and behaviors through participation in the program, which will support the successful reintegration of offenders back into the community.

Community Residential Centers must provide:

1. Detention and/or supervision of offenders on behalf of the Department of Corrections.
2. Flexibility in behavioral based programs which are oriented to the specific needs of each individual in residence.
3. Either in-house or through referral to community providers, counseling, to address the substance abuse, anger management, pre-release and mental health treatment requirements of offenders in residence.
4. Assistance with all aspects of community transition, to include addressing offender needs for employment, housing and aftercare counseling referral.

This Request for Proposals will re-solicit for these CRC services currently under contract with a private provider (GEO Reentry of Alaska, Inc). The contract award based on this RFP will replace the current contract when it expires. Both new and current providers may submit proposals for these services.

Proposals offering to provide services for any or all of the 45 regular or per diem bed rate (TBD) with no minimum or maximum guarantee will be accepted. The actual number of offenders assigned to a specific CRC facility may vary, depending on the needs of the Department of Corrections.

The Department will establish target populations for each category of offender housed in the CRC based on an annual review of regional and departmental utilization of community beds. The Department is requesting each offeror to indicate in their proposal what categories their program can provide services for and the number of participants in each category. The approximate prisoner custody level populations for the contract facility are: Numbers 15-20% female beds, 35-45% confined, restitution center and unsentenced offenders, 30-50% furloughees, and 5-15% probationers/parolees. These are subject to change depending on the needs of the department.

- A. Offers for fewer than the total number of beds specified in this RFP are welcome. In the event that the highest ranked contractor does not propose to provide the entire number of beds required in this RFP, the Department of Corrections maintains the right to negotiate and accept a best and final offer from the next highest remaining offeror(s) for provision of fewer than the number of beds originally offered in their proposal. The best and final offers in the cost category from the remaining providers will be scored and converted into points per the method set out in the RFP, and the cost point section will be recalculated into the total evaluation points to obtain the next highest ranked proposal susceptible for award. This process will continue until the department obtains the number of beds it requires.

The department requires a contractor to provide a residential halfway house facility (CRC) for offenders in order to provide security, food, shelter, transportation, supervision, programming, and the additional services specified herein and according to the minimums specified in the currently adopted set of Community Residential Standards. The CRC will facilitate the safe and successful transition of offenders from incarceration to being productive members of the community.

An offeror who enters into a contract with the Department of Corrections as a result of this RFP will also be required to provide a plan and comply with the following service provisions. Include sections to address how proposer will meet DOC requirements for the following, as specified in this RFP and in the Community Residential Standards.

The purpose of this RFP is for an agency to provide Community Residential Center Services in Nome, Alaska.

ADMINISTRATION

A. Qualifications of Facility Director

The facility and its correctional services shall be managed by a single facility director employed by the Contractor. Written policy and procedure shall provide that the facility director's office be located with the facility and that his/her position be a full-time assignment. He/she will be required to personally inspect and review the facility and all operations on at least a weekly basis. Documentation of such reviews shall be maintained including action plans to correct any noted deficiencies. The facility director shall be empowered with full authority to act for the Contractor and shall be responsible for all facility employees and subcontractors.

B. ACA Accreditation

It is not the intent of the Department of Corrections to require implementation of any contract provisions which jeopardize or require the American Correctional Association (ACA) accreditation of any Community Residential Center program. The Department is willing to consider and negotiate changes in the provisions of this contract that are necessary to obtain or maintain ACA accreditation. This provision does not obligate the Department to provide financial resources to the Contractor for such accreditation.

The department does not require ACA accreditation for our CRC's, however it is requested that you explain your accreditation plans in your proposal if it is your intent to become accredited. If the offeror has already been accredited, please include the details in your proposal.

C. Policies, Procedures and Post Orders

The Contractor shall develop and submit to the State, for the State's approval, no later than 40 days before the Service Commencement date the following:

- a facility policy and procedure manual that covers the full range of Facility operations.
- Post orders for security staff must be by post and shift and be maintained and updated annually.

D. Non-Smoking

The facility will be a non-smoking area for all staff and residents.

E. Self-Monitoring by Contractor

The Contractor will be responsible to establish a process for self-monitoring the facility operations to ensure compliance with all applicable DOC Community Residential Center Operational

Standards, DOC policies, state and federal laws, and all applicable health and safety standards. All monitoring reports and copies of corrective action plans will be forwarded to the Contract Monitor and the Director of Institutions within 30 days of the monitoring.

F. Contract Monitor

The State will be responsible for the costs of contract monitoring. The Contract Monitor shall have access at all times, with or without notice, to residents and staff, all areas of the Facility and to inspect all documents and records relating to the Contract and the Contractor's performance. This includes employee qualifications or the requirements of training, disciplinary records relating to serious incidents and security breaches and reports kept by the Contractor concerning the operation of the Facility. The Contractor shall permit the Contract Monitor and authorized representatives to make and remove copies of records. The Contractor shall obtain written waivers from its employees permitting the Contract Monitor to review employee qualifications and disciplinary records. Any such inspection or removal shall be in strict compliance with privacy rights and shall be kept confidential.

G. Office Space/Furnishings/Clerical Support

The Department of Corrections does not need contractor provided office space, furnishings, or clerical support within the contractor's facility for its exclusive use.

H. Department of Corrections Policies & Procedures

The administration and operation of the facility must be in accordance with certain DOC Policies. Subject to the provisions of the Contract, the Facility shall adopt and follow the departmental policies and procedures and any subsequent directives or policy changes.

I. Governing Policies

Please list and briefly reference only those governing or organizational policies that are pertinent to the operations of the proposed CRC. Include copies of the actual policies in properly labeled and page numbered appendices section(s) of the proposal.

J. Prisoners from other Jurisdictions

Prisoners from other jurisdictions will not be housed in the same living units as Alaskan prisoners without written permission of the Director of Institutions.

K. Photographing and Release of Information

The Contractor shall permit reporters or photographers to interview or photograph residents only with permission of the Deputy Commissioner and consistent with DOC 808.02, Prisoner/Media Contact.

L. Incident Reporting

All incidents as described in DOC Policy 104.01, Special Incident Reporting, shall be reported to the Contract Oversight Officer & Shift Supervisor of the closest correctional institution. The Shift Supervisor will notify the Superintendent who in turn will notify the Director of Institutions. Notification will be done telephonically within 24 hours and followed in writing within 48 hours. The Department may investigate any incident pertaining to the performance of the Contract.

M. Other Reports

Monthly activity reports must be submitted to the Contract Oversight Officer detailing monthly program activities on a form provided by the DOC. In addition to the monthly activity report, the contractor must also send:

1. Monthly financial report, detailing resident's monthly financial earnings and disbursements.
2. The monthly check for the total amount collected from resident earnings withholding.
3. Report all CWS hours for CWS performed.
4. Copies of all incident reports that result in program terminations.
5. Copies of all grievances filed by residents.
6. Summary of all resident program evaluations for the preceding month.
7. List of current sex offenders.
8. Medical fees for services.

The contractor shall submit all reports to the Contract Oversight Officer no later than the 20th of the following month.

N. Statement of Standards/Manual

The successful offeror will be required to adhere to the contract conditions and reporting requirements cited in the current adopted Community Residential Center Operational Standards **(available upon request)**. The Statement of Standards may be revised during the period covered by this RFP. The Contractor's compliance with the revised standards and reporting requirements will be required upon adoption or at an effective date to be determined by the Director of Institutions.

O. Public Information and Publicity

Contractor may release any non-exempt public record information which it possesses regarding DOC prisoners. Contractor will not release public record information, which is exempt from public

disclosure, or any non-public record information which it possesses regarding DOC prisoners. Contractor will refer to the DOC requests for public information which it does not possess, public record information which may be exempt from public disclosure pursuant to Alaska laws, and non-public information.

Contractor will comply with DOC Policy 808.02 Prisoner/Media Contact with regard to all public information release and prisoner access to the media. Contractor will not knowingly subject any resident to unwanted publicity.

P. Target Populations / Categories of Offenders

The Department will establish target population configurations for each category of offender housed in the Community Residential Center (CRC) based on an annual review of regional and departmental utilization of community beds. The Department is requesting each offeror to indicate in their proposal what categories their program can provide services for and the number of participants in each category indicated below:

- | | |
|--|---------|
| • Female Beds | 15-20 % |
| • Confined, Restitution Center,
and Unsentenced Offenders | 35-45% |
| • Furloughees | 30-50% |
| • Probationers/Parolees | 5-15% |

The Department reserves the right to alter the target population configurations due to the needs of the Department. The Department will give as much prior notification as possible whenever a modification to target population configurations is required and will take into consideration the ability of each provider to adapt to any modification. Changes in target population configurations will require the approval of the Director of Institutions.

- 1) **Final Determination and Placement:** The Department reserves the right to make the final determination on the acceptance or rejection of offenders referred to community residential/community restitution centers. Final determination for acceptance will be as follows:
 - a. **Placement of less than sixty (60) days:** When space is available, the Center shall accept all Department referrals. Placement shall be in accordance with the most current adopted Community Residential Center Operational Standards (CRC Standards).
 - b. **Program placements of more than sixty (60) days:** When space is available, the Center shall accept Department referrals, except for specific cause. In the event of a disagreement between the center director and the DOC regarding acceptance of a

referral, the participant (**furlougee***) shall remain at the sending institution until the issue is resolved by the Director of Institution. A written record will be submitted by both parties and submitted through the Chief Classification Officer to the Director of Institution and a final determination shall be issued. The written record will contain sufficient evidence and documentation to substantiate respective positions. Other placement procedures shall be in accordance with most current adopted CRC Standards. (*Clarification: Only furlougee referrals may remain at the sending institution, others shall be placed in the CRC.)

2) Categories of Offenders: Offenders housed in a community residential center will either be furloughed or designated to the center. Contractors may categorize these residents into the following categories based on the resident's program needs:

a. ***Furlough Placement***

(1) Furloughs: Felon and misdemeanor offenders who meet the statutory requirements for pre-release furlough eligibility and who are approved by the Department for up to three (3) years from their release date for purposes of work, education, vocational training or treatment as part of a graduated planned release from incarceration.

b. ***Designated Program Placements***

(1) Restitution: Offenders classified as either a felony or misdemeanor who have no history of the use of force or violence, may be designated to a CRC in order to provide restitution through participation in community work service, treatment and/or employment. These offenders will not be eligible to participate in the Multi-Level Program.

(2) Court-Ordered Prob./Parole: Offenders with probation or parole conditions requiring residence in a CRC facility.

(3) Voluntary Prob./Parole: Offenders under probation or parole supervision who volunteer for residence in a CRC at the request or suggestion of their probation officer. Voluntary placement is an intervention strategy other than incarceration for probation or parolees who are experiencing difficulty in adhering to their conditions of supervision while on probation or parole.

c. ***Designated Non-Program Placements***

(1) Unsentenced: Offenders designated or classified to a CRC as an alternative to incarceration in a state correctional institution. Unsentenced offenders are not authorized in the community without direct supervision of CRC staff.

- (2) Confined: Offenders designated or classified to a CRC as an alternative to incarceration in a state correctional institution. Minimum custody offenders may only be authorized in the community when under the constant and direct supervision of CRC staff and/or third-party DOC approved agency supervisors.
- (3) Exception: Department Policy and Procedure 818.07 allows for the housing of an offender at a CRC based on space availability if there is a delay between the time of release and the public transportation service departure. Upon release from incarceration, offenders awaiting transportation from the local area may reside temporarily at the CRC on a voluntary basis. Residents residing at a CRC as an exception to a regular program referral under Department of Corrections Policy and Procedure 818.07, will be required to sign a Community Residential Center Waiver, agreeing to abide by all CRC program policies and procedures.

d. ***Court Ordered Placements***

- (1) Judicial Supervision: Offenders placed in this supervision category are referred by the court and the level of supervision is determined by a specific court order. This category may include:
 - (a) Third Party: Individuals in unsentenced status for either a pending misdemeanor or felony, released from the Department of Corrections custody to the supervision of a Community Residential Center. These individuals are required to abide by specific court orders and CRC conditions until further action by the court, either sentencing or release.

- 3) **Statutory and Regulatory Provisions**: The statutory, regulatory, and service provision requirements vary for the offender populations listed. The populations may be housed within a single facility but shall be separated and managed separately to the extent necessary to comply with the current adopted CRC Standards. The applicable sections of Alaska Statutes and regulations covering these offender populations are included as an Attachment of the RFP. Current adopted CRC Standards governing services provision to these populations is available upon request.

Q. Community Residential Center Operational Standards

The offeror must agree to abide by the minimum standards set out in the current adopted version of the Community Residential Center Operational Standards.

In addition, please present a plan for service provision of each of the specific items indicated below. Specify which (if any) services will vary for an offender population category. (Personnel policies are addressed under Chapter 3).

1. Physical Plant Sanitation-Hygiene-Housekeeping
2. Safety and Emergency Procedures
3. Food Service
4. Program
5. Medical Care and Health Service
6. Resident Accounts
7. Search and Surveillance
8. Disciplinary Procedures
9. Resident Removal
10. Unlawful Evasion
11. Use of Force
12. Resident Grievances
13. Records & Reports
14. Citizen Involvement & Volunteers
15. Monitoring & Evaluation

R. Monitoring & Evaluation

In order to maintain quality services and ensure contract compliance, contact and communication between the Division of Institution and the contractor is essential. In addition to reviewing required reports from contractors, the department will conduct annual inspections of all community residential centers.

CRC inspection teams shall be selected by the Contract Oversight Officer, with representatives from DOC correctional institutions, whose responsibilities have required interaction with the CRC on a regular basis, or whose responsibilities require a knowledge of CRC standards and operations.

No later than sixty (60) days following the date of the inspection, the contractor shall receive a written report of the inspection team findings.

The contractor shall submit, within thirty (30) days of receipt of the inspection report, a written plan of action to address any area of non-compliance.

A contractor's failure to take appropriate corrective action will constitute a breach of the terms of the contract and may subject the contractor to appropriate action, up to and including termination of the contract.

S. PREA Compliance

The Contractor shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor shall also comply with all Department policies and procedures that relate to PREA to include but not limited to: conducting investigations, background checks, audits and training. The Contractor is responsible for all costs associated with PREA compliance, to include certification by an accredited auditor.

STAFFING & HUMAN RESOURCES

A. Staffing Plan/Vacancies

The Contractor shall maintain a staffing plan and organizational chart that fully describes the facility organization and the relationships between functions, services and activities. The staffing plan shall identify any vacant or essential positions including but not limited to case management, food service, programs and security. The plan shall identify all security post assignments for the operation of all shifts, including any outside or off-premises assignments. The plan shall identify the minimum level of staffing that would be maintained on a daily basis for each functional area.

In addition to remedies provided in the contract document, the DOC may deduct from an invoice the Contractors' cost of any vacant position. "Vacant position" means any actual vacancy in a staff position in the institution engaged in the delivery or support of the operation and management services described in the proposal. It also includes a staff position that is filled with a person who does not possess the training, licensure, or credentials to perform the function. "Vacant position" does not include a vacancy in a position if the Contractor arranges for the service to be provided by another appropriately qualified individual, so long as the service is actually provided on the shift or during the hours and in the manner intended by the Contract. This adjustment shall not be considered a form of liquidated or actual damages but is a withholding of payment for a service not received. After thirty days, a position that is actually vacant may also be subject to an assessment of penalties with written notice.

If the CONTRACTOR fails to fill a position as required or within the specified timeframe, penalties will apply.

All positions identified in the response to this proposal will be assumed to be 40 hours per week unless otherwise stated. Unless expressly stated in the response, key supervisory positions identified will be assumed to be occupied by persons whose duties and responsibilities are exclusively associated with the management of Alaskan prisoners. The Contractor will be responsible to report the vacancy rate monthly on a form provided by the State.

The Contractor must maintain a contingency plan covering work actions or strikes and include this as part of their personnel manual.

B. Staff Qualifications/Personnel

The Contractor shall maintain job descriptions and qualifications for all facility positions, including the Director.

The Contractor shall provide personnel to deliver twenty-four (24) hour care and supervision of prisoners, as well as administrative, treatment, and support service personnel for the overall operation of the facility according to the staffing pattern described in the proposal.

No changes in that staffing pattern may be made except by written agreement of the State and the Contractor.

Daily security staff assignment rosters that reflect both scheduled and actual assignments by shift and for each post shall be maintained for the facility.

C. Pre-Employment Screening

No applicant or subcontractor shall be offered employment or access to the facility until a criminal background check, employment background check and reference check, at minimum, have been submitted, verified, and processed by the Contractor. Staff having direct involvement with the operation of the facility must never have been convicted of a felony or a crime involving moral turpitude (no exceptions). All procedures, forms etc. will apply equally to all levels of employees.

Periodically all employee's criminal history will be rechecked.

D. Personnel Records

The Contractor shall maintain a personnel file for each employee that contains records of the background investigation, dates of employment, training records, performance objectives and appraisals conducted at least annually, disciplinary actions, commendations, and related records. All files shall be accessible to the employee and the DOC. Personnel requirements of the contractor shall convey to all on-site subcontractor personnel and volunteers.

E. Code of Ethics and Standards of Conduct

The Contractor shall adopt and assure compliance of policies and procedures similar to DOC Policy and Procedures 202.01, Code of Ethical and Professional Conduct and 202.15, Standards

of Conduct. The Contractor shall submit their related policy and procedures to the DOC for review and approval. The contractor shall notify employees and subcontractors of the standards of conduct and document this information in the individual's personnel file. The employee shall sign an acknowledgment form stating he/she understands the standards of conduct.

If any employee of the Contractor violates any of the rules or standards set forth in the DOC ethics and standards of conduct policies or the equivalent Contractor's policies that have been approved by the DOC; the Contractor shall immediately appraise the Contract Oversight Officer by telephone, followed in writing within 72 hours. The DOC reserves the right to exclude from employment any person deemed by the DOC to be incompatible with the goals, mission, security or safety of its program.

F. Drug-Free Workplace

The Contractor agrees to comply with all applicable federal, state, and local laws relating to maintaining a drug-free workplace and further agrees to require all of its subcontractors to comply with the same.

G. Personnel Policies

The contractor shall develop written personnel policies that reflect the contractor's management philosophy and include the following:

1. Organizational chart
2. Annual staff development plan
3. Recruitment and selection procedures
4. Promotion
5. Job qualifications and job descriptions
6. Affirmative action
7. Grievance and appeal procedures
8. Orientation
9. Employee evaluation
10. Personnel records
11. Compensation, benefits, holidays, leave annual, holiday, maternity and sick leave

12. Hours of work
13. Disciplinary procedures, terminations and resignation

The Contractor shall maintain written personnel policies available to all staff and accessible to employees. The policies shall assure equal employment opportunities, avoid any discrimination, address hiring practices, promotions, grievance procedures, staff development, performance appraisals, benefits, disciplinary procedures, and terminations. These documents shall be reviewed at least annually.

H. Collective Bargaining Agreement

The Contractor shall include in any Collective Bargaining Agreement applicable to the Facility, a provision that no strike will be held during the term of the Contract. It shall also include a provision that neither the Union or Management will call or support a strike.

In the absence of a Collective Bargaining Agreement, the contractor shall require their employees to sign an agreement that they shall provide uninterrupted service in return for adequate consideration including a grievance procedure and shall not strike or interrupt service without 10 days' notice.

I. Security and Background Checks

The Department of Corrections reserves the right to refuse contractor utilization (for provision of services under the terms of any contract/subcontract awarded as a result of this RFP) of any individual deemed by the Director to pose a security risk. The Department of Corrections requires personnel providing contract services to comply with background checks. (See Attachment 13 for additional information on Background checks).

In addition, the 2010 Standards state: Prior to employing any individual providing services under DOC contract, the contractor will review a current certified copy of the Alaska State Department of Public Safety (D.P.S) record, noting any criminal history for the applicant and (the contractor will) exclude from any employment any person currently under DOC supervision or indictment for any offense. DPS screening will be maintained in the employee personnel file.

In the event an applicant submits a DPS criminal history report with a reported FBI number the CRC Director will immediately provide written notification to the Contract Oversight Officer. The notification will include a Waiver and Authorization to Release Information Form signed by the applicant and witnessed by the Director and/or designee. The Contract Oversight Officer will then conduct a review of any additional criminal history information and discuss the findings with the CRC Director before offering employment to the applicant.

In the event the background investigation reveals the employee/applicant has misrepresented or omitted significant facts concerning his/her personal history, the contractor will not appoint the applicant and/or will discharge the employee if an appointment has been made, unless the Director of Institutions approves, in writing, the appointment of the employee/applicant.

The contractor must have adequately trained, physically able, paid security staff, awake and on the premises to provide 24-hour coverage, seven days a week.

- Minimum staffing requires two security staff members on duty on a 24-hour basis in facilities housing up to 25 residents; three staff, designated as security, must be on duty on a 24-hour basis in facilities housing 26 or more residents, four security staff for 100 residents and five security staff for 150 or more. Security staff will be assigned the specific responsibility of monitoring resident activity and maintaining the security of the facility and may perform additional duties that may be required.
- Case management staff, working with program offenders, should be allocated at a ratio of one for 30 - 40 residents.

The staffing pattern of the facility shall concentrate case management on the premises at times when most residents are available in the facility.

The contractor must maintain copies of job descriptions, for all staff positions performing services under this contract, which accurately describe duties for the position and include, at a minimum: job title, responsibility of the position, and the required minimum education and experience. The contractor will likewise maintain such information for any contract and sub-contract staff retained under this contract.

The minimum qualifications for all contract and sub-contract employees providing direct or indirect services under these established standards shall be:

- High school diploma or has passed a General Education Development (GED) test;
- Must be 19 years of age, or older at time of employment;
- Have a valid Alaska Drivers license and be insured by the contractor;
- Complete a full criminal background investigation to include fingerprints, NCIC/NLET check to determine criminal history;
- Never convicted (by a civilian court of Alaska, the United States, or another state or territory, or by a military court) of a felony;
- During the past ten (10) years not convicted (by a civilian court of Alaska, the United State, or another state or territory, or by a military court) of a misdemeanor crime that resulted in serious physical injury to another person;
- During the past ten (10) years, not convicted (by a civilian court of Alaska, the United State, or another state or territory, or by a military court) of two or more driving-while-intoxicated offenses or chemical test refusals;
- Never convicted of a crime of domestic violence;

- Never illegally manufactured, transported, or sold a controlled substance, and;
- During the past ten (10) years, not been convicted (by a civilian court of Alaska, the United State, or another state or territory, or by a military court) of a misdemeanor crime of dishonesty.

The minimum education and experience qualifications for the position of agency administrator (who directly supervises the CRC director/facility manager) are a bachelor's degree in one of the Social or Behavioral Sciences or a related field or four years of experience and training at the supervisory level.

The minimum education and experience for the position CRC Director (who directly supervises the CRC operation of 50 or more beds) is a Bachelor's Degree in psychology, social work, counseling, criminal justice and/or related field plus one (1) year management in the operation of a Community Residential Center (CRC); or three (3) years program management experience in the field of criminal justice, social work, community development, social services, or related field, one (1) year of which includes experience in the management of the operation of a CRC or in facilities similar to a CRC.

For facilities smaller than 50 beds: The above standards apply except that equivalent experience may be substituted for the one (1) year of experience in management of the operation of a CRC or in facilities similar to a CRC.

The contractor shall be required to provide the Contract Oversight Officer with a letter of appointment for all CRC Directors. The letter shall include such documentation as a current resume, job application and any prior work-related evaluations demonstrating that the applicant meets the minimum qualification.

The contractor must maintain a complete, confidential and current personnel record for each employee. Written policy and procedure shall provide for the confidentiality of the record and provide for employee challenge of information that is in the file, which stipulates that the information may be corrected or removed if proved inaccurate or found to be in violation of personal privacy unrelated to employment.

The contractor shall develop a written policy and procedure, which provides for regular performance reviews of all employees. Such reviews shall be completed at least annually. The review must be written, discussed with the employee, and signed by both the employee and the evaluator.

The contractor shall have a written policy to prevent conflict of interest, which specifically states that no employee may use his or her official position to secure privileges or advantages.

An initial orientation shall be provided to all new employees during the first week of employment, with documentation maintained in the personnel file.

The contractor shall develop policy and procedure to address employee/resident allegations of sexual misconduct.

When the director becomes aware of an allegation, or allegations, of sexual misconduct the contractor shall immediately telephonically notify the Contract Oversight Officer of the employee/resident allegations of sexual misconduct. The contractor shall provide a written report detailing the allegation and/or violation of staff misconduct that violates the Code of Ethical and Professional Conduct, Standards of Conduct or violation of state or federal law. The contractors shall, after discussing the misconduct with the Contract Oversight Officer, notify local law enforcement to determine if an external investigation is required and to determine if criminal charges are to be filed based on any official law enforcement investigation.

Prior to employing any individual, providing services under DOC contract, the contractor will review a current, certified copy of the Alaska State Department of Public Safety (D.P.S.) Information Network (APSIN) record and a review of the National Law Enforcement Tracking System (NLETS) record in each state in which the prospective employee has resided. These record checks must be provided to the DOC, along with two (2) sets of fingerprints. The Contractor shall exclude from any employment any person currently under DOC supervision or indictment for any offenses. The criminal record check (if not done by the DOC) and one (1) set of fingerprints shall be maintained in the employee personnel file. In the event an applicant submits a D.P.S. criminal history report with a reported FBI number the CRC director shall immediately provide written notification to the Contract Oversight Officer. The notification shall include a waiver and authorization to release information form signed by the applicant and witnessed by the CRC director or designee. The contract oversight officer will then conduct a review of any additional criminal history information and discuss the findings with the CRC Director.

In the event the background investigation reveals the employee/applicant has misrepresented or omitted significant facts concerning his/her personal history, the contractor shall not appoint the applicant and/or discharge the employee if an appointment has been made unless the Director of Institutions approves, in writing, the appointment of the employee/applicant.

TRAINING

The contractor shall develop an annual staff-training curriculum to provide CRC staff with essential training related to code of ethics, standards of conduct, use of force, surveillance, facility and resident searches, resident employment, suicide prevention, first aid / CPR, urinalysis collection and breath-analysis testing, disciplinary procedures and other related topics. All employees will participate in forty hours of training and education annually.

FISCAL MANAGEMENT PRATICES

A. Indigent Prisoners

The Contractor will provide for the needs of Indigent Prisoners consistent with DOC Policy 808.12 Photocopying for Prisoners, 810.03 Prisoner Mail, and 806.02 Prisoner Hygiene, Grooming and Sanitation. See Attachment #14 for the definition of “Indigent Prisoner”.

B. Resident Trust Accounts

The contractor shall develop a written policy and procedures that are in line with sound accounting practices. Additionally, the policy and procedures will govern the receipt and disbursement of resident funds, provide for financial assistance to the resident, allow the resident reasonable access to their funds, and ensure that the required subsistence and medical payments are collected.

Account ledgers must be established for each resident, which document all money deposited to and disbursed from their financial account. Residents should be provided reasonable access to these records.

Residents will not be authorized the use of any form of credit, automated teller machine, personal savings or checking account or other form of financial transaction, without specific prior approval of the CRC director and notification to the supervising probation officer. Offender supervision participants are responsible for their own finances, these include food, medical, dental, mental health treatment, and incidentals to maintain themselves in the community.

Residents must receive a receipt for all money deposited to their account and documentation of the resident's signature will be required for each disbursement.

For each program resident, the case manager shall assist in the development of a written budget and savings plan, which is updated periodically to reflect any change in resident earnings or liabilities and plans for release.

Program residents residing in the center will be required to submit twenty-five (25%) of their gross earnings, excluding personal gifts, (not to exceed the contracted Regular bed rate) to the State of Alaska. Earnings are defined as wages, salaries, commissions and tips earned by the resident during the period in which they reside in the CRC.

All furlough, probation/parole, and restitution residents who have been court-ordered to pay fines and/or restitution shall be responsible for setting up a payment schedule with their case manager once employment has begun, or if sufficient funds are available in their Resident Trust Account. This amount will normally be specified on the furlough agreement or court paperwork but in the absence of such guidance, the amount will generally be twenty percent (20%) of their net wages.

The contractor shall verify resident earnings by the verification of residents' rate of pay and review of employed hours. Copies of all residents' pay stubs will be kept in their case file.

As appropriate, the following disbursements will be incorporated into each resident's budget plan:

- 25% of gross earnings subsistence payment (Not to exceed the cost of care).

- Support to the dependents of the resident and child support payments as required by AS 09.65.132 and specified by the court.
- 20% of net earnings for any restitution or fine ordered by the court.
- Any civil judgment arising out of the criminal conduct of the resident.
- Reimbursement to the State for an award for violent crimes compensation arising out of the criminal conduct of the resident.
- Any disciplinary sanction wherein restitution or reimbursement is outstanding.
- The resident's account.

No later than the 20th of each month, the contractor shall submit to the contract oversight officer, a monthly resident's financial report detailing all residents' earnings, account deposits and disbursements to include restitution, fines paid, and subsistence collected, with a check for the total residents' subsistence collected.

The CRC will withhold twenty-five percent (25%) of the resident's gross earnings while residing in the CRC with the exception of each resident's last paycheck accrued, but not scheduled to be received prior to the resident's release from the CRC.

For any resident who unlawfully evades custody, the CRC will forward all funds in that resident's trust account to the Contract Oversight Officer for deposit into the General Fund.

Residents found in possession of funds not authorized by the CRC or the supervising probation/parole officer will have those funds treated as contraband in accordance with AS33.30.261. If, after a disciplinary hearing, a resident is found to have been in possession of contraband funds, they shall be forfeited to the state and forwarded to the Contract Oversight Officer for deposit into the general fund.

The contractor shall ensure all resident accounts established with financial institutions by the contractor for the safe keeping of resident funds will be a non-interest-bearing account.

C. Resident Funds from Outside Sources

Residents are permitted to receive funds from outside sources.

D. Financial Audit

The contractor will be required to obtain a complete financial audit by an independent Certified Public Accountant, according to generally accepted accounting standards, when the contract amount is equal to or greater than \$150,000.00 annually. A copy of the completed audit covering funds expended from each State fiscal year must be submitted to the Anchorage Correctional Complex – West, Classification Unit, Attention Contract Oversight Officer, 1300 E. 4th Avenue, Anchorage, Alaska 99501, by no later than (90) days following the end of the Contractor's fiscal year end. In the event that the contractor's fiscal year differs from the State fiscal year, an extension

may be granted by the Director of Institutions or designee upon submission of a written request by the contractor prior to the audit deadline.

E. Fiscal Reports

The Department may modify the content and format of fiscal reports during the course of the contract period. Prior to the implementation of any new reporting requirements, the Department will consider the resources necessary to implement any new change. The contractor will be required to comply with any new reporting requirements.

- The contract agency operates under an annually written budget of anticipated revenues and expenditures, which is approved by its governing authority.
- The contractor has a budgeting and accounting system, which links the cost of program function to the resources necessary for their support.
- Written policies govern revisions in the budget.
- The contractor has a written policy and procedure that specifies that the methods used for receipt, safeguarding disbursement and recording of funds comply with accepted accounting procedures. The policy shall include at a minimum: internal controls; petty cash; bonding; signature control on checks; resident funds and employee reimbursement.

The contractor will submit their quarterly financial reports which compare actual expenditures to budget authorization for each major expenditure category. Explanations shall be provided for category variances in excess of 10%. Submission of these reports is required no later than forty-five (45) days following the end of the State fiscal quarter. These reports will be submitted to the Anchorage Correctional Complex – West, Classification Unit, Attention Contract Oversight Officer, 1300 E. 4th Avenue, Anchorage, Alaska 99501.

- A contract agency that does not have a federally approved indirect-cost rate may include administrative costs in the budget. These costs must be identified in the budget as direct costs.
- The contractor shall ensure all resident accounts established with financial institutions by the contractor for the safe keeping of resident funds will be a non-interest-bearing account.

RESIDENT MANAGEMENT PRACTICES

A. Resident Communication

The Contractor shall make available to residents, written communication forms for the purpose of contacting staff to resolve questions and problems. The Contractor's staff shall provide timely answers.

B. Resident Reception and Orientation

The contractor shall develop a written policy and procedure which details the intake process of residents to the facility.

Upon admission, an intake form shall be completed which includes at a minimum:

- Offender Number
- Name;
- Address;
- Date of birth;
- Sex;
- Race or ethnic origin;
- Reason for referral;
- Who to notify in case of emergency;
- Date of information gathered;
- Name of referring and/or supervising probation officer;
- Special medical problems or needs;
- Legal status, including the length and conditions of the sentence;
- Resident case record number; and
- Signature of both the resident and the staff taking the information.

The contractor's intake policy and procedure shall stipulate that each resident receives an orientation to the program, which includes, at a minimum:

- Services available to residents;
- Fire safety and emergency procedures;
- Rules of conduct and disciplinary procedures;
- Program goals; and

- The use of public transportation system (in metropolitan areas).

The resident shall have the opportunity to review and discuss the orientation information, which is verified by the signatures of the resident and the staff providing the information.

The contractor's written policy shall stipulate that assistance will be provided to residents who have learning disabilities or language barriers which could prevent the resident from learning or understanding center rules or the requirements of placement.

C. Rules and Discipline

The contractor shall develop a written policy and procedure, which details the rules of the facility, disciplinary procedure and timelines and the sanctions, which may be imposed for violations of these rules.

The contractor shall submit, to the DOC Contract Oversight Officer, the list of sanctions, which may be imposed for violations of center rules. These sanctions may include reprimand, restriction to the facility, extra community work service, loss of level status, loss of recreational privileges, and similar action. Changes to this approved list of sanctions must be approved by the contract oversight officer prior to implementation.

Certain sanctions may occasionally have an impact on the resident's ability to perform his or her employment, but restriction from employment in and of itself may not be used as a disciplinary measure.

The contractor shall provide a written policy and procedure stating that residents are not to be subjected to unusual punishment, mental abuse or punitive interference with the daily functions of living, such as eating or sleeping.

The contractor shall develop a written policy and procedure detailing the process by which the resident may appeal these disciplinary actions and sanctions to an impartial authority that has played no role in the disciplinary process. This appeal process need not be applicable for house rules violations.

Upon admission to the facility, each resident shall receive a copy of these rules, disciplinary process, and sanctions. Documentation of receipt and understanding, with resident signature, must be maintained in each resident file.

The rules of the facility shall be posted in a prominent place. CRC staff shall enforce the rules of conduct uniformly and without prejudice, or favoritism towards any resident or class of residents. The facility rules must clearly state that sentenced and unsentenced offenders and restitution placements have no specific rights to be admitted to or remain in the facility and they may be removed and returned to the physical custody of the Department at any time and for any reason at the discretion of the department.

A record of all disciplinary action shall be maintained in each resident's case file and detailed on the monthly resident progress report to the supervising probation officer.

Article 5 of the Alaska Administrative Code, Programs, 22 AAC 05.300 (g) subjects a prisoner housed in a contract facility to the provisions of Article 6 of the Alaska Administrative Code, Discipline, Section 05.400 through 05.480 defines prohibited acts for persons in correctional facilities by severity categories: Major, High Moderate, Low Moderate and Minor. These prohibited acts are applicable to all offenders in a CRC and shall be incorporated into the contractor's disciplinary procedures.

D. Housing of Residents

The contractor shall provide documentation that the facility complies with all provisions of the applicable zoning ordinances and building codes; this includes mechanical devices (e.g., boilers, elevators, etc.) requiring periodic inspections and certifications, as well as applicable provisions of the Americans with Disabilities Act.

All sleeping areas shall be well lit, ventilated and provide some degree of privacy.

Residents are required to participate in the general cleanliness and maintenance of the overall center, their individual units, and their personal living areas.

Residents may decorate their personal living areas with personal items that do not display nudity or sexual acts/behavior, promote or advertise alcohol or other drugs, or imply racist or prejudicial attitudes.

The contractor shall ensure that residents are afforded a reasonable degree of privacy. Co-educational facilities must provide for separate sleeping, bathing, and toilet facilities by gender.

The contractor's facility shall be accessible to the physically handicapped and must provide equal access and services to residents, visitors, and staff.

Designated program space must be available for counseling, visiting and recreational purposes and should provide residents with the opportunity for recreational and leisure time activities.

The contractor shall outline, at the time of the original proposal, any security devices to be utilized in the facility.

At a minimum, the facility must have one (1) operable toilet for every ten (10) residents, one (1) shower, or bathing area for every eight (8) residents and one (1) wash basin for every six (6) residents.

The facility shall have one (1) operable washer and one (1) operable dryer for every sixteen (16) residents, or the equivalent laundry capacity will be available within one (1) mile of the facility, or the contractor shall make alternate arrangements for service.

Telephone facilities will be accessible to all residents.

E. Resident Grievances

Residents shall have the ability to air grievances related to the facility conditions, services, and treatment in accordance with DOC policy 808.03 Prisoner Grievances.

The Contractor shall provide, at their expense, someone designated as a Grievance Coordinator.

The Contractor shall develop a written policy and procedures, which governs the resident grievance procedure similar to those described in Alaska Administrative Code 22.05.185. It should be noted that matters concerning classification and discipline may not be subject to a grievance but must only be raised through an appeal of those actions.

If the grievance filed is against the Department of Corrections, form 808.03 (c) shall be used and procedures outlined in DOC Policy and Procedure 808.03 followed. Grievances alleging failure to provide medical, dental, or mental health services are to be logged in the facility grievance log and forwarded to probation officer.

No later than the 20th day of each month, the contractor will forward copies of all completed grievances to the contract oversight officer for review.

The contractor shall utilize a grievance log to record all action relating to resident grievances, to include:

- Resident's name;
- Resident status;
- Date grievance filed;
- Subject matter;
- Investigator assigned & date;
- Date findings received;
- Date decision returned to resident;
- Appeal request; and
- Final action taken.

F. Resident Death

In the event of a death of a resident, the Contractor must immediately contact law enforcement if it appears criminal activity was involved. For any death, the CRC Director will contact the Contract Oversight Officer / Chief Classification Officer and the Shift Supervisor of the closest correctional institution will be notified immediately. The Shift Supervisor will notify the Superintendent. The DOC will be responsible to notify the next of kin.

The costs of disposition of the body will be borne by the DOC. The Contractor is responsible to obtain a certified copy of the death certificate and forward it to DOC.

G. Research

Any research conducted by the Contractor will be consistent with DOC Policy 501.02, Research Activities.

H. Use of Force

The Contractor must follow Alaska policy 1207.01, Response to Resistance. If the contractor requests to use an alternative policy, this must be approved in writing by the Director of Institutions.

The contractor shall develop a written policy and procedures, which govern the use of force in the facility, prohibit the use of personal abuse and corporal punishment, with the safety of residents and staff to be given the highest priority.

The use of physical force shall be resorted to only:

- In instances of justifiable self-defense;
- To prevent harm to others;
- To prevent self-inflicted harm; and
- To prevent loss or damage to property.

Only the degree of force necessary to control the resident shall be utilized and must terminate once the resident is subdued.

The presence of firearms, stun guns, pepper spray/mace, or restraints is prohibited in the CRC.

Incidents involving the use of any degree of force by contractor staff shall be reported telephonically to the Contract Oversight Officer immediately, with a written report forwarded within twenty-four hours of the incident. A copy of the report shall be maintained in the resident file.

I. Transportation of Residents

Include a brief plan for offender transport to and from closest institution, and to and from work (if public transportation is not available). Include costs in budget and budget narrative section. The offeror will be responsible for establishing regularly scheduled transportation routes between the hours of 1000 and 1900 in order to provide transportation for a minimum of the following (see standards for more detail):

- Initial transfer of offenders from State Correctional Center to CRC facility, six (6) days a week.
- Employment, education and treatment needs not provided by the public transportation system.
- Regularly scheduled medical appointments at the designated state Correctional Center and other scheduled medical appointments where public transportation is not feasible. Regularly scheduled is defined as: those appointments scheduled in advance as well as those scheduled with little or no notice to CRC staff and are required during normal transport hours (1000 to 1900 six days a week). Most of these transports will require round trips between the designated state Correctional Center and the CRC facility.
- The specific hours of contractor provided transportation routes will be established by mutual agreement of the DOC and the successful offeror.

J. Escapes or Unlawful Evasion

The contractor shall develop a written policy and procedure designed to effectively detect unlawful evasions and provide for the prompt notification of the appropriate DOC official. In accordance with A.S. 11.56.340, a resident commits the crime of unlawful evasion if, while charged with or convicted of a felony or a misdemeanor the resident fails to return to the place of confinement or residence within the time authorized by the CRC.

The Contractor shall provide a detailed security plan and procedures for notification of DOC Officials. Notification: In addition to requirements as specified in the current adopted CRC Standards , the successful offeror will be required to notify the Contract Oversight Officer within one)1) hour of any escape/or evasion from the CRC.

The determination that a resident has unlawfully left an approved location shall be made immediately upon determining that a resident is not where they should be and all efforts to locate the resident have failed. Efforts to locate the resident, prior to notifying the appropriate DOC official, will not exceed one hour.

Furlough, restitution, confined and unsentenced placements who are determined to have unlawfully left from a CRC, are subject to prosecution under the criminal laws of the State of Alaska or any local municipal ordinances.

K. Arrest Authority

The Contractor will comply with all state laws regarding authority to arrest. The extent of arrest authority will be documented in writing by the law enforcement agency with jurisdiction. This documentation will be forwarded to the Director of Institutions within 30 days of the Service Commencement Date.

L. Delivery and Return of Residents

Upon demand by the DOC, the Contractor will relinquish to the State, physical custody of any resident, unless the Contractor's compliance would cause the Contractor to violate the order of a court of competent jurisdiction.

M. Searches of Residents and Center Areas

In order to ensure effective control of contraband and to locate lost or stolen property, the contractor shall develop written policy and procedure requiring the systematic search of facility common areas and resident living quarters.

All searches of prisoners must be done in accordance with DOC Policy 1208.08 Searches of Prisoners and Institutional Areas or a Contractor's policy that has been approved in writing by the Director of Institutions.

N. Reporting of Daily Count

The successful offeror will be responsible for the reporting of daily offender counts to all local correctional institutions and to the central classification office. This report will be as of: Midnight, 00:01 a.m. daily, and according to bed type as follows:

- Female Beds;
- Confined, Restitution Center, and Unsentenced Misdemeanant / Felons (if applicable);
- Probationers/Parolees;
- Furloughees.

O. CRC Program

The core of any adult community residential center is the program it offers. This program must be responsive to the residents' individual and collective needs and provide increasing opportunities for residents' independence and responsibility. The residential community program is most effective when it helps direct the focus of correctional efforts in a careful balance between custody/control and assistance. At a minimum, the residential community program seeks to release residents to the community with an established residence, means of financial support, and a network of community support to assist in further transitional issues.

The following program elements shall be developed:

- Individual Case Management and training related to acquiring appropriate employment, job training, academic and vocational opportunities, money management skills, re-establishment of family ties and adjustment to the CRC and the community.
- The program provides comprehensive case management services and referrals based on individual need through in-house or referrals to community providers.
- Assistance with all aspects of community transition, to include addressing offenders' needs for employment, housing and aftercare counseling referral.

EDUCATIONAL SERVICES

The contractor will provide offenders with an education programs that focused on issues such as thinking precedes behavior and offenders must learn to accept responsibility for recidivistic, pro-criminal attitudes, values, beliefs and their resultant behavior.

In addition to the Education component, other services being provided to program participants include enhanced surveillance, enhanced supervision, cognitive restructuring/social skills development, Moral Reconation Therapy (MRT), victim impact services, and special assistance to bring clients into compliance doing community work service and paying restitution.

It is estimated, approximately one-fourth of the offenders will be probationers and/or parolees participating in educational programs and specifically those participating in the ABE/GED component will have unmet educational needs. The educational coordinator for ABE will offer basic academic instruction in reading, writing and computational skills below the ninth-grade level. (ABE services adults whose inability to speak, read, or write the English language and/or perform basic math computations prevents their functioning at the highest level of their ability to meet family, job and societal responsibilities.)

The GED component includes instruction to enable them to successfully pass all required tests for the General Education Development High School equivalency certificate. GED preparation includes instruction in the areas of writing, science, social studies, reading comprehension, and mathematics for grade levels 9 through 12.

Participants enrolling in ABE/GED will be counseled and tested using appropriate instruments for math and reading ability; thereafter they will be placed into classes, or one-on-one instruction, based on their need and abilities.

Scope of Work: The Department of Corrections, Division of Institutions requires the services of a qualified individual possessing a minimum of a bachelor's degree in education and possess a current Alaska teaching certificate. To provide education services in the area of ABE, GED assessment and preparation, and Academic counseling to persons participating in Educational Services.

- A. **Standards and Tasks:** The Department of Corrections strives to meet established educational standards within the inmate education programs whenever possible, including regulations established by the Federal and State Departments of Education.

The ABE and GED program is to be operated using procedures similar to those found in community adult education agencies. All applicable State and Federal regulations regarding the administration, scoring and test security of the GED are to be followed.

The contractor must adhere to all Department security regulations and receive a security clearance, orientation, and training. The successful proposer will be expected to adhere to Department policies and procedures.

- B. **Educational Programming and Instruction Required:** Participants enrolling in ABE/GED will be counseled and tested using appropriate instruments for math and reading ability; thereafter they will be placed into classes, or one-on-one instruction, based on their needs and abilities.

Adult Basic Education (ABE): Education for adults functioning at an eighth-grade level or below whose ability to speak, read, or write the English language constitutes a substantial impairment of their ability to obtain employment commensurate with their ability. ABE is designed to help eliminate such inability and raise the level of education of those individuals with a view to: making them less likely to become dependent on others; improving their ability to benefit from occupational training; increasing their opportunities for more productive and profitable employment and making them better able to meet their adult responsibilities.

General Education Degree (GED): Preparation to enable individuals who have not graduated from high school to successfully obtain a general equivalency diploma. General education development studies include the areas of writing, science, social studies, reading, and mathematics for grade levels 9 through 12.

The GED instructional program provides learning experiences in each of the five subject areas. A combination of individualized and group teaching methods will be used as necessary. Teaching materials and instructional media should accommodate the needs of individual learning rates and also enhance the motivational climate of the learning environment. Pre-testing is required for proper placement of students according to their ability. To determine if the student is adequately prepared to successfully complete the GED examination, a post-test is needed. Record keeping will include individual student files for test scores, enrollment data and all other relevant information. The participant will need to arrange for administration of the test and scoring through a certified agency.

This service may be offered at the facility by the contractor or a community provider or it can be offered in the community. If offered in the community the contractor should outline where it is offered for our offender population.

Academic Counseling: The contractor must provide counseling to individual participants regarding their educational background, academic functioning and test results and survey the participants to determine their interests/goals adjusting the learning materials accordingly. Strong communication skills are preferred. The contractor will establish a record system which accounts for individual participant attendance, level at entry into the program, participation and progress, program participation statistics required in monthly reports, and individual and program records required by other agencies, as needed.

The participants who are without a high school diploma/equivalency, in cooperation with the successful proposer, will develop a written plan to address education and vocational needs. Participants are required to participate in their individualized case plans.

Other Work Requirements: Other services the proposer will be expected to provide include, but are not limited to:

- Attend staff meetings.
- Tutorial assistance.
- Appropriate testing and assessment of students.
- Development of course outlines for subjects taught in ABE/GED.
- Individual student progress information to Furlough/Supervision Probation Officer and CRC Director.
- Make recommendations on program goals, objectives, and procedures.
- Maintenance of student's files to include enrollment forms, pre and post testing, individualized education plans, work assignments, attendance, progress, completion records, and other pertinent documentation.

C. Education Component Activities:

- An education plan which address the program goals and objectives, time lines, planned activities, and the anticipated outcome for each area of the education program component;
- Standards for admission to each education component;
- A description of methods for internal evaluation of the program;
- A schedule of classes/one-on-one assessments;
- A description of the record keeping process and statistics;
- A process to recognize participant achievements;
- A description of the means by which the local community, businesses and outside educators will be apprised of program options and a plan for connecting participants to community resources following their discharge from the education program;
- Liaison with other staff members, which includes notifying the probation officer of the offender's ongoing attendance or absences;
- Flexibility and the ability to creatively individualize learning plans for participants;
- Possibility of participants or other compliant offenders needing to complete community work service hours to act as assistants in tutoring other participants.

D. Experience and Qualifications:

1. **Minimum Required Professional Qualifications:** Individuals providing classroom instruction must have a bachelor's degree in education and preferably possess a current Alaska teaching certificate. A resume and experience of each person to be involved in delivery of services must be included with the proposal and should include any experience in the criminal justice field and in curriculum writing.

2. Basic IBM compatible computer skills are beneficial.
 3. Preference will be given to individuals experienced in adult education and experience teaching in a correctional setting.
 4. Provide a list of names, addresses, phone numbers, and dates of service of current or previous contracts, clients, or employers.
 5. Provide at least three (3) references. By submitting a proposal, the contractor consents to the release of information provided from their references to DOC.
 6. It will be the contractor's responsibility to ensure that all persons working under the terms of the contract meet and maintain the legal requirements for licensing and Continuing Education.
- E. **The Contractor will Provide:** Access to program equipment (computer, copier, etc.), books and supplies needed to perform the services required. The Department reserves the right to deny any request for additional materials due to security and/or budgetary considerations.

SECURITY AND CONTROL

A. General Statement

The Contractor is responsible at all times to provide security and control of residents.

B. Intelligence Information

A policy must be established for collecting, analyzing and disseminating intelligence information regarding issues affecting safety and security. Criminal behavior must be investigated and referred to local authorities.

C. Tool Control

A policy must be established that requires controlled tools and equipment to be classified by security risk and those most likely to be used as a weapon or in an escape must be used only with direct staff supervision.

D. Counts

The contractor shall develop a written policy and procedure designed to maintain resident accountability, both in the facility and in the community.

E. Master Control Center / Communication System

A control center will be provided for integrating security, program and communications functions. The control center shall be staffed as a 24-hour post and access shall be limited to authorized personnel only.

F. Key Control

The Contractor must have a procedure for the maintenance and security of keys and locking mechanisms. The policy must define which keys are allowed to be checked out and must prevent 24-hour keys from check out.

Emergency keys shall be available for all areas of the facility to which emergency access or egress may be necessary.

G. Control of Contraband Introduction

The Contractor shall have written policies for the detection, control and disposition of contraband. The policy must include provisions for resident and visitor searches. The policy must include procedures for searches of the facility, residents and others on the premises.

H. Documentation

The Contractor shall maintain written policies that require the facility to maintain shift logs that documents personnel on duty, counts, admissions/releases, shift activities, entry and exit of staff and visitor and any unusual shift occurrences.

I. Off Grounds Security/Transportation

Transportation of residents off grounds are at the Contractor's expense.

The Contractor shall provide security at all times for residents assigned to its care.

J. Emergency procedures

The contractor shall have a written policy and procedure that specifies the facility's fire prevention regulations and practices to ensure the safety of staff, residents, and visitors.

K. Substance Abuse Testing

The Contractor shall provide for drug and alcohol urinalysis. Testing will be random or for cause. Should residents request a blood test to confirm a positive finding, arrangements must be made, at the resident's expense for this. This must be included in the Contractor's policy.

L. Search and Surveillance

1. Search Procedures:

In order to ensure effective control of contraband and to locate lost or stolen property, the contractor shall develop written policy and procedure requiring the systematic search of facility common areas and resident living quarters.

All residents are subject to clothed body searches (pat down) on a random basis and at any time staff suspects the presence of contraband. The contractor's written policy and procedure must ensure that a staff person of the same gender conducts these searches in the greatest degree of privacy available.

2. Surveillance:

In addition to community contacts required for employed residents, the contractor shall ensure that random surveillance of residents is conducted at their place of employment, during pass time and all other activity in the community.

M. Disciplinary Procedures

Article 5 of the Alaska Administrative Code, Programs 22 AAC 05.300 (g) subjects a prisoner housed in a contract facility to the provisions of Article 6 of the Alaska Administrative Code, Discipline. Section 05.400 through 05.480 defines prohibited acts for persons in correctional facilities by severity categories: Major, High Moderate, Low Moderate and Minor. These prohibited acts are applicable to all offenders in a CRC and shall be incorporated into the contractor's disciplinary procedures.

The Contractor shall develop a written policy and procedure, which details the rules of the facility, disciplinary procedure and timelines and the sanctions, which may be imposed for violations of these rules.

The Contractor shall submit, to the DOC Contract Oversight Officer, the list of sanctions, which may be imposed for violations of center rules. These sanctions may include reprimand, restriction to the facility, extra community work service, loss of level status, loss of recreational privileges, and similar action. Changes to this approved list of sanctions must be approved by the Contract Oversight Officer prior to implementation.

The Contractor shall provide a written policy and procedure stating that residents are not to be subjected to unusual punishment, mental abuse or punitive interference with the daily functions of living, such as eating or sleeping.

The Contractor shall develop a written policy and procedure detailing the process by which the resident may appeal these disciplinary actions and sanctions to an impartial authority that has played no role in the disciplinary process. This appeal process need not be applicable for house rules violations.

N. Resident Removal

The contractor shall develop a written policy and procedure which details for staff and residents, the conditions and processes by which a resident can be removed from the program and specifies that residents being returned to custody from the program will be transported by the Department of Corrections unless contract provisions stipulate another method.

Furloughed residents may be removed from the CRC for violation(s) of their furlough conditions prior to completion of the program in accordance with DOC Policy and Procedure 818.02.

- If a violation of the conditions of the pre-release furlough is alleged, the CRC director shall immediately notify the probation officer or, if the probation officer is unavailable, the shift supervisor of the appropriate state correctional institution designated on the pre-release furlough agreement. The center shall forward a written report to the probation officer/shift supervisor as soon as possible but, no later than before the staff member goes off duty.
- If, as a result of the alleged violation, the probation officer or shift supervisor determines that a furlougee presents an immediate threat to public safety or to the security of the CRC, the probation officer or shift supervisor will have the resident returned to the state correctional institution.
- A furlougee who is alleged to have violated the conditions of a furlough but who does not, in the opinion of the probation officer or shift supervisor, present a threat to public safety or the security of the center, may not be returned to actual confinement in a state correctional center until a preliminary hearing is held at which a determination is reached that there is probable cause to believe that the violations occurred.
- The CRC director or designee will provide written notification at least twelve (12) hours in advance to the furlougee of the date and time of the preliminary hearing. The written notice will include the statement that the purpose of the hearing is to determine whether probable cause exists to believe the furlougee has violated the conditions of the furlough and what conditions are alleged to have been violated.
- A copy of the written summary of the hearing officer's decision, which includes the determination as to whether probable cause exists to believe the resident violated conditions of the furlough, shall be delivered to the furlougee.

A furlougee returned to actual confinement in a state correctional facility must be granted a classification hearing within seven (7) days to determine whether the pre-release furlough will be terminated or continued.

If the furlough is continued, the furlougee shall be returned to the CRC as soon as space is available or placed on the waiting list for space if it is not available.

Institutions residents may be removed for violation(s) of their placement conditions prior to completion of the program. The supervising probation/parole officer must be notified by the CRC director prior to the removal or violation of the resident. The CRC must submit a copy of the

violation report to the supervising probation/parole officer within 24 hours of the removal of a probationer or parolee. If a violation constitutes a violation of law, the appropriate local law enforcement agency will be notified.

The contractor's rules shall clearly state that unsentenced offenders, confined offenders and restitution placements have no specific rights to remain in the CRC and that they may be removed and returned to the physical custody of the DOC at any time, and for any reason, at the discretion of the Department of Corrections.

Unsentenced, confined, and restitution placements who are suspected of committing low moderate or higher infractions or repeated violation of rules, may be returned to the nearest correctional institution without a preliminary hearing.

Judicial placements that have violated conditions of placement and/or are non-compliant with CRC rules will be referred back to the designated legal authority.

FACILITY REQUIREMENTS

A. General Statements

The facility must be in full compliance with applicable zoning ordinances and applicable building, fire, and life safety codes as well as applicable provisions of the Americans with Disabilities Act.

The facility must be able to accommodate prisoners with disabilities and meet ADA compliance. A minimum of 2% of the housing units shall be capable of accommodating disabled prisoners.

B. Safety, Sanitation and Health Standards/ Life Safety

The Contractor shall ensure that safety, sanitation, and health standards are maintained at all times for the welfare of offenders, facility staff, visitors, and others to include:

- National Fire Protection Association Life Safety Codes as well as all local, state, and national health and safety codes. In the case of a conflict in these, the most stringent will apply.
- A smoke alarm system that complies with applicable NFPA Standards. The system must be hard wired into an annunciation panel at a manned 24-hour location. Fire extinguishers shall be maintained in a fully charged condition and shall be inspected at least monthly.
- A written fire and emergency evacuation plan, including diagrams that are communicated to all staff and prisoners must be clearly and prominently posted in all areas. These shall indicate the location of all exits, fire extinguishers and the location of first aid supplies.
- Evacuation drills shall be done at least quarterly. Staff must be trained in the implementation of all written fire and emergency plans.

- Fire retardant bedding, pillow and mattress that do not contain petroleum-based synthetic materials such as polystyrene or polyurethane.
- Trash and vermin control.
- Weekly cleanliness inspections of all areas.
- Weekly laundering of clothing, bedding, linen and towel service at no cost to the indigent prisoner. Personal hygiene items for indigent offenders.
- A comprehensive housekeeping and maintenance plan to include Infectious Disease control.
- A safety program operated consistent with OSHA Standards.
- Sufficient outside lighting to illuminate the entire perimeter.

C. Facility and Location

1. Facility description and location: A brief description of facility and its location are to be included in the body of the proposal. The DOC will perform site visits to inspect facilities. Acceptance of proposals is contingent upon potential vendor’s location meeting DOC facility requirements as set out in section 4 of the RFP, and building codes, ordinances, etc.
2. Facility Leasing/Ownership: In the body of the proposal, briefly describe the ownership and lease arrangements of the facility. Copies of actual documentation, purchase or lease/rental agreements are to be included in properly labeled appendices. Documents should detail arrangements from the offeror, through any intermediaries, to the current owner of the property; and should provide verification of rental, lease or owner's payment and agreement information.
3. Facility Detail Information: The following information is required and should be placed in the Facility appendix:
 - Vicinity Map - showing location of facility and surrounding road access.
 - Address/Location Map (larger scale) -- a “taxi”, real estate, or street map that shows house numbers and cross streets of the location.
 - Photos of exterior, all four side views and any outlying buildings and parking areas.
 - Copy of the as-built survey for the site (an “as-built” is the city drawing of the building location on the property).

- Interior Building Layout, to scale, with square footage and planned occupancy per room, showing offender rooms, bathrooms, common areas and any office areas.
 - Description of heating, electric, water, sewer and fire protection systems.
 - Number of parking spaces.
 - Site plan showing road access and/or description of ingress/egress.
 - Distance from closest access to public transportation or city center for work or employment.
 - Distance from closest institution, for pickup of offenders.
 - Aerial distance from nearest: bar; liquor store; licensed day care center; and school.
 - Street distance from nearest fire station.
4. Site visit, inspection, and verification rights. The Department reserves the right to conduct site visits, walk through, and to independently contact the appropriate agencies, records, or persons to verify the availability of the facility and compliance with codes, permits, taxes, or other requirements necessary to allow the operation of the proposed program. The department reserves the right to disallow a proposed site for security or safety reasons.
5. Codes. Facility must comply with all applicable federal, state and local codes. In the event there is a discrepancy in requirements between a local code, a state code, and a national code, the most stringent requirement will apply.

D. Zoning and Permits

Zoning **MUST** be completed at the time of proposal submissions.

The offeror **MUST** fill out and submit the Verification of Approved Zoning Form (Attachment 12). The offeror **MUST** indicate any restrictions placed upon occupancy (types, numbers, etc.) by the local government agencies or community councils. If zoning approvals are not completed, the offeror **MUST** indicate:

- which steps have been completed and dates completed.
- which steps need to be completed.
- the time schedule and estimated date(s) of completion.

Proposals that do not have zoning or approvals completed at the time of submission will be evaluated on the extent to which they have completed the process, the needs of the department,

and the acceptability and reasonableness of their schedule to obtain zoning within the time frame. Exact start-up dates may be negotiated with provider(s) reasonably susceptible for award.

Misdemeanant and Felon Populations. Zoning restrictions may preclude facilities that house felons from some zoned areas. The department will consider proposals for facilities that cannot house all categories of offenders if the limitation is due to local zoning prohibitions (i.e., a facility that houses only Misdemeanants).

State not responsible for zoning and code compliance. It is the sole responsibility of the potential vendor to comply with zoning, conditional use, location approval, and other codes or permits, and to inquire of any local, state or federal agencies as to those requirements.

E. Physical Plant

The contractor shall provide documentation that the facility complies with all provisions of the applicable zoning ordinances and building codes; this includes mechanical devices (e.g., boilers, elevators, etc.) requiring periodic inspections and certifications, as well as applicable provisions of the Americans with Disabilities Act.

The facility must be located within one mile of public transportation, or the contractor will ensure that alternate transportation is available to residents.

All sleeping areas shall be well lit, ventilated and provide some degree of privacy.

Each CRC shall provide a minimum of 150 square feet per resident. The square footage of each facility is calculated by including all bedroom, kitchen, bathroom, and living, recreational and other common use areas of the facility. Closets, utility rooms, garages and other areas not ordinarily used for living areas, will be excluded from the square footage calculations. In facilities providing common dining areas, residents must have a minimum 100 square feet of space. The department will inspect each facility and a capacity limit established based upon the minimum square footage calculation described above. *Note:* The Department may allow minor deviations from these square footage requirements when a determination is made that the deviation will not result in an adverse impact on the health and safety of the residents, or the orderly operation of the facility.

Designated program space must be available for counseling, visiting and recreational purposes and should provide residents with the opportunity for recreational and leisure time activities.

The contractor shall outline, at the time of the original proposal, any security devices to be utilized in the facility.

F. Sanitation/Hygiene/Housekeeping

The contractor shall provide documentation demonstrating that the facility complies with all applicable sanitation and health codes.

The contractor shall ensure that the facility and surrounding area remain clean and in good repair.

The contractor shall develop written policies and procedures for effective vermin and pest control, trash and garbage removal.

The contractor shall develop a written policy and procedure that requires weekly sanitation and safety inspections of all internal and external areas and equipment. Documented follow-up, to ensure proper and timely corrective action is taken on discrepancies found during these inspections, shall be completed and retained for review.

When a resident is indigent, the contractor shall provide personal hygiene articles to include toothbrush, toothpaste, soap and comb at no cost to the resident.

The facility will be non-smoking for all staff and residents.

CASE MANAGEMENT & PAROLE PLANNING

A. Case Management

The Contractor will ensure that there is a case manager to resident ratio of one to 50 - 40 and that the case manager maintains individual files documenting each resident's program goals, employment, programmatic involvement, and any other significant events.

The Contractor will provide release services to include regular progress reports as required by the State and release planning.

B. Alaska Parole Process

At the request of the DOC staff or the Parole Board, Contractor shall provide prisoner's progress reports summarizing prisoner progress, conduct and recommendation for retention at Contractor's facility.

RECORDS & REPORTING

A. Sentence Computation

The Contractor will provide to the Department any necessary information for sentence computation. The Department will do all sentence computation. Copies shall be furnished to the Contractor and Contract staff shall provide this to the resident. No resident will be admitted to or released from the Facility without permission from the DOC.

B. Records and Reports

The Facility will maintain resident records at their sole expense in accordance with applicable Department record keeping practices and shall adhere to federal, state and local laws governing

confidentiality. Criminal history, a judgement and sentence, recent classification actions and infractions will be provided to the Contractor.

1. Resident Records:

The Contractor shall develop and operate an organized system of information collection, recording, reporting, storage and retrieval, designed to ensure confidentiality and minimize the possibility of theft, loss or destruction of all resident case records.

2. Facility Records:

The Contractor shall develop a written policy and procedure, which require the systematic documentation of resident activity and compliance with standards established for their placement.

3. Monthly Activity Reports:

Monthly activity reports must be submitted to the Contract Oversight Officer detailing monthly program activities on a form provided by the DOC.

4. Contract Records:

The Contractor shall retain contract records, to include records of receipt and disposition of contract funds, resident files, resident residency logs, financial files, and facility operational logs and documentation, for a period of three (3) years with the following qualifications:

- The contractor will retain the records as long as an audit is in progress or as long as audit findings, litigation, or claims involving the records are pending; and
- The retention period for each year's records begins on the first day of the contract fiscal year.

RESIDENT PROGRAMS

A. Recreation Program

Time, space and equipment must be provided which encourages healthy leisure activities.

Day rooms must be provided for indoor leisure activities and will be equipped with televisions, furniture, games, etc.

B. Volunteer Program

A volunteer program shall be developed within the Facility to provide support groups and religious opportunities. Programs should include offerings from a variety of faith and non-faith-based

offerings presented by individuals who have passed background investigations. Groups such as Alcoholics Anonymous and Narcotics Anonymous should be included.

C. Visitation

Visitation must be provided for at least four hours per day, four days per week. Special visits must be allowed for approved visitors who have traveled long distances. Such approvals must be made in advance.

Arrangements will be made for visits with attorneys per DOC 810.02, Visitation.

D. Community Work Service Plan

The offeror **MUST** submit a plan for service that includes a community work service component for furloughees, confined offenders and restitution placements. The offeror **MUST** demonstrate a plan for or liaison with Federal, State and/or local government agencies as well as other recognized public agencies and organizations for the purpose of developing and promoting community service projects.

E. Citizen Involvement & Volunteers

In accordance with AS 33.30.171, the commissioner shall appoint a community advisory committee for each center, to consist of five members of the community in which the center is located. The committee shall act as a liaison between the community and the department regarding concerns with the center.

SUPPORT SERVICES

A. Mail

The Contractor shall handle and provide delivery of resident mail and correspondence in accordance with DOC Policy 810.03, Prisoner Mail. Five pieces of mail weighing no more than two pounds each may be mailed out for indigent prisoners per week. This is not intended for mail out of property or hobby craft items.

B. Telephones

Telephone facilities will be accessible to all residents.

Legal calls cannot be recorded or monitored. Arrangements must be made for prisoners to receive calls from their attorney.

C. Laundry

The facility shall have one (1) operable washer and one (1) operable dryer for every sixteen (16) residents, or the equivalent laundry capacity will be available within one (1) mile of the facility, or the contractor shall make alternate arrangements for service.

D. Personal Clothing and Items

The Contractor will determine the amounts and types of personal clothing and items residents are allowed. Property lost or damaged when in control of the Contractor will remain the sole responsibility of the contractor.

E. Food Services

Food Services will be provided consistent with DOC Policy 805.01, Food Service Standards and 805.02, Food Service Safety and Sanitation.

Special diets will be provided to prisoners consistent with DOC policy 805.03, Special and/or Religious Diets or Meals. The menu rotation must be at least every four weeks.

A registered dietician or nutritionist must review and approve the nutritional value of the menu, annually if and semi-annually if the menu is not or whenever the menu changes substantially. A copy of each new menu shall be forwarded to the Contract Oversight Officer. Costs associated with providing dietician services is the responsibility of the contractor. All meals will meet the recommended daily allowances and the dietary guidelines as set by the current version of the American Dietetic Association.

The contractor shall have written policy and procedures, which allow subsistence food items to the extent that the adequate health and safety concerns are maintained in accordance with Department of Environmental Conservation (DEC) guidelines. (REF: 18 AAC 31.210 and 18 AAC 31.205)

F. Facility Supplies

The Contractor will provide facility supplies that include general hygiene items, towels, linens, office and building cleaning supplies.

G. Health Care Services

It is the responsibility of the Department of Corrections, to provide essential medical and dental services to unsentenced offenders, confined offenders, restitution, and furloughed residents residing in a CRC.

The Contractor shall assist probation/parole placements in identifying available community resources to meet their medical and dental needs and will maintain a written agreement with a licensed general hospital, clinic or physician to provide both routine medical and emergency service to residents on a 24 hour a day basis.

The Contractor shall develop a written policy and procedures to provide for the medical examination of any resident or employee suspected of having a communicable or debilitating disease.

The Contractor must ensure that at least two (2) staff member present on each shift in the facility is trained in emergency procedures and holds a current certification in first aid and cardiopulmonary resuscitation.

The Contractor shall develop a written policy and procedures implementing a monthly inventory system of first aid supplies and equipment and continually replenish the supply.

The Contractor's written policies and procedures shall require the immediate contact of emergency personnel when a medical emergency exists.

The Contractor shall develop policy and procedures to collect medical fees for DOC provided medical and dental treatment from residents and submit the payments and documentation to the Contract Oversight Officer by the 20th of each month.

The Contractor shall develop policy and procedure to ensure the supervision of confined, unsentenced, judicial and restitution residents requiring direct CRC supervision in the event there is a medical emergency transport until relieved by DOC/probation/parole staff.

H. Deliverable Reports, Certified Payroll, Audits, and Billing

1. Annual Financial Audit Requirement and Procedures:

Contractor is required to obtain a complete financial audit by an independent Certified Public Accountant, according to generally accepted accounting standards, when the contract amount is equal to or greater than \$150,000.00 annually. A complete copy of the final audit, covering funds from each state fiscal year, must be submitted to the Anchorage Correctional Complex – West, Classification Unit, Attention Contract Oversight Officer , , 1300 E. 4th Avenue, , Anchorage, Alaska 99501, no later than ninety (90) days following the end of the Contractors fiscal year end. In the event that the contractor's fiscal year differs from the State fiscal year (July-June), an extension of the submission deadline may be granted by the Director of Institutions and/or designee upon submission of a written request by the Contractor prior to the audit deadline.

2. Certified Payroll Records:

Contractors will be required to submit certified payroll records for personnel providing services under the contract with monthly submission of billing for services. Certified payroll records will be reviewed to determine staffing levels and proposed salary levels for consistency with the offerors proposed personnel in the proposer's budget. Significant variance between proposed staffing levels and/or salaries provided in certified payroll records with those as proposed in the approved budget may, at the discretion of the Director of Institutions result in a corresponding decrease in reimbursement for payment of services.

3. Quarterly Financial Report Requirements and Procedures:

The contractor will submit their quarterly financial reports which compare actual expenditures to budget authorizations for each major expenditure category. Explanations shall be provided for category variances in excess of 10%. Submission of these reports is required no later than forty-five (45) days following the end of the State fiscal quarter. These reports will be submitted to the Anchorage Correctional Complex – West, Classification Unit, Attention Contract Oversight Officer, 1300 E. 4th Avenue, Anchorage, Alaska 99501. In the event that the contractor’s fiscal year differs from the State fiscal year (July-June), an extension of the submission deadline may be granted by the Director of Institutions and/or designee upon submission of a written request by the Contractor prior to the audit deadline.

4. Reporting and Annual Inspection:

The Contractor **MUST** submit the Monthly Activity Report (See standards, chap 16.) and other reports as specified in the CRC Standards. The Department will perform an annual inspection of the successful offeror's CRC facility and records in accordance with work requirements as specified in the Current Adopted CRC Standards and the CRC Audit Document (**See Attachment**). A formatted disk will also be provided to the contractor by the Contract Oversight Officer.

5. Billing for Services:

The Contractor **MUST** provide a monthly billing for services, with support documentation, to demonstrate provision of services sufficient to meet the following requirements: All billing invoices **MUST** be certified by the Contractor. Billings **MUST** be submitted each month with the documentation required below.

a. Monthly Billings:

Contractors **MUST** use the standardized reporting billing sheet separately summarizing the total reimbursements for Regular or per diem bed rate (TBD) days (See Attachment – INVOICE)

The Department of Corrections reserves the right to request additional information as necessary to support requested reimbursement or to limit the amount of support documentation provided by the successful offeror in support of the billing invoice.

b. Submission of Billings:

Billings **MUST** be submitted, through the Contract Oversight Officer, to the Anchorage Correctional Complex - West, Classification Unit, Attention Contract Oversight Officer, 1300 E. 4th Avenue, Anchorage, Alaska 99501, for approval and payment. Billings will be periodically audited by the Department.

c. Procedural Billing Submission Change:

Billing invoices may no longer be grouped and submitted in advance at the beginning of a year to be paid automatically in subsequent months. To allow for accurate invoicing and auditing, monthly billings **MUST** be submitted once a month, after the services have been performed.

- d. Advance payments of contract amount disallowed:
The Department of Corrections hereby notifies providers that 15% advance payments of monthly contract amounts have been discontinued because they are generally prohibited by the Administrative Manual.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **DECEMBER 1, 2024**, through **JUNE 30, 2025**, with optional renewals at the state’s sole discretion up to November 30, 2029.

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

SEC. 3.03 CONTRACT TYPE

This contract is a FIRM FIXED PRICE contract for 45 regular or Per Diem Beds (TBD).

SEC. 3.04 PROPOSED PAYMENT PROCEDURES

The State will make payments based on a negotiated payment schedule at rates established in the contract. Each billing must consist of an itemized invoice. No payment will be made until invoices have been approved by the Director of Institutions, or designee. All billings should be submitted timely and reference the RFP and contract numbers.

SEC. 3.05 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of 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.

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

SEC. 3.07 CONTRACT PRICE ADJUSTMENTS

Not used.

SEC. 3.08 LOCATION OF WORK

The work is to be performed, completed and managed at a facility provided by the contractor in Nome, Alaska. The contractor must include in their price proposal all facility, staff, prisoner transport to and from the closest prison facility, food, offender treatment/education, and other specified costs sufficient to pay for CRC services as described in this RFP. Travel to other locations will not be required.

The state will not provide workspace for the contractor. The contractor must provide its own workspace/facilities.

Travel will not be required.

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

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

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

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

SEC. 3.09 THIRD-PARTY SERVICE PROVIDERS

No third-party providers allowed.

SEC. 3.10 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 subcontractor will perform.

Subcontractor experience shall be considered in determining whether the offeror meets the requirement set forth in **SEC. 1.05 PRIOR EXPERINECE**.

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 performing;
- Evidence that the subcontractor holds a valid Alaska business license; and
- A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

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

SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.12 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. 3.13 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. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and

however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

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

SEC. 3.16 INDEMNIFICATION

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

SEC. 3.17 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

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

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

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

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

SEC. 3.18 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in ATTACHMENT #5.

SEC. 3.19 UTILITIES

All utilities are the responsibility of the contractor.

SEC. 3.20 SPECIFICATION OF AUDIT CRITERIA AND CORRECTIVE ACTION PROCEDURES

The contractor is responsible for the performance and completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Director of Institutions, or designee. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract.

The DOC or its representatives will be afforded unlimited access to all areas of the facility for the purposes of auditing its operations or for any other official purposes as described in the Contract not limited to but including:

Financial Audits: AS 36.30.420 states: The State may audit the books of a contractor or a subcontractor to the extent that the books and records relate to the performance of the contract or subcontract. Books

and records shall be maintained by the contractor for a period of three years after the date of final payment under the prime contract, and by the subcontractor for a period of three years after the date of final payment under the subcontract, unless a shorter period is authorized in writing by the commissioner.

The Department of Corrections, Commissioner or Designee, will conduct periodic financial audits of each facilities financial records pertaining to the funds and services of this contract. The DOC may choose an independent auditor(s) to perform the audits and will provide the auditing criteria, which will be based upon standard accounting practices. The cost of these audits shall be borne by the state.

Program Audits: Program audits and contract compliance monitoring shall be conducted as deemed necessary by designated staff. Custody, security, program administration, and physical plant audits shall be conducted to determine compliance with DOC required standards. Areas noted as being in partial compliance or non-compliance shall be corrected by the Contractor within thirty to ninety (30-90) days as specifically stated in the written audit report.

Corrective Plans: The Contractor shall receive official written notice as to the areas of partial compliance or non-compliance. Within twenty (20) days of receiving the notice, the Contractor shall submit to the Director of Institutions, or designee, a remedial plan indicating action to be taken and time frames for full compliance. The plan shall be reviewed, and DOC will either concur with the plan or notify the Contractor of his/her non-concurrence. In cases of non-concurrence, the DOC shall specifically identify the corrective actions to be taken and the time frames for their completion. The Contractor must implement these before any appeal.

Appeal Process: In case of disagreement, an appeal process shall be available. A written appeal must be filed within ten (10) days of the Contractor's receipt of the notice of non-concurrence. The first level of appeal shall be to the Director of Institutions. The next and final level of appeal shall be to the Commissioner of the Department of Corrections.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract in whole or in part. 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. Please also refer to Section 3.35 for additional information on non-compliance penalties.

SEC. 3.21 TRANSITION AT END OF CONTRACT

The Contractor agrees to assist the Department and any subsequent provider in facilitating the transition between providers in the event of termination or completion of this contract. This includes extensions of this agreement at current rates to cover transition periods. This agreement is a condition precedent to the Contractor's right to receive any final payment of funds under this contract.

SEC. 3.22 PERFORMANCE STANDARDS

The Department reserves the right to evaluate (or audit) the services being provided by the Contractor under the terms of a contract awarded as a result of this RFP. The Contractor will be responsible for developing a plan of action to address any areas of concern raised through an evaluation process. The action plan MUST be approved by the Director of Institutions, or designee. The Department reserves the

right to refuse contractor utilization of any individual whose standards of performance are not acceptable to the Department.

SEC. 3.23 INVESTIGATION AND LITIGATION

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

SEC. 3.24 CONTINUING EDUCATION (CE)

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

SEC. 3.25 RECORDS

The records and other information compiled by the Contractor in accordance with the duties and responsibilities of this RFP shall be the property of the Department of Corrections. Copies of such records shall be provided to the Department within a reasonable period, upon request. This requirement is mandatory irrespective of any payment due to the Contractor for service provision.

SEC. 3.26 RESEARCH

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

SEC. 3.27 FORMAT OF REPORTS AND DATA

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

SEC. 3.28 LEGAL PROCEEDINGS

Confinement by the Contractor shall not deprive any prisoner of a legal right which he would have if confined in a State of Alaska managed facility.

The State of Alaska will defend any post-conviction action, including appeals and writs of habeas corpus, by any prisoner in an Alaskan Court challenging the underlying judgment of conviction or the administration of the sentence imposed at no cost to the Contractor. The State will defend a prisoner challenge to placement within the facility or at any facility.

The Contractor will defend, at its expense any actions filed against it by a prisoner which challenge conditions of confinement operational policies, treatment by staff of other matters related to confinement at the Facility.

SEC. 3.29 PROHIBITION OF BRIBES, GRATUITIES & KICKBACKS

Pursuant to Alaska Statute 39.52, the receipt or solicitation of bribes, gratuities and kickbacks is strictly prohibited.

No elected or appointed officer or other employee of the State of Alaska shall benefit financially or materially from this Agreement. No individual employed by the State of Alaska shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom.

SEC. 3.30 NON-COMPLIANCE PENALTIES

A. Immediate Compliance

If the DOC Director of Institutions or designee determines that the Contractor is not operating in compliance with a term or condition of the Contract which in the opinion of the Director may adversely affect the security of the Facility or which may present a hazard to the safety or health of Prisoners or other individuals, Contractor shall be notified in writing (or verbally if it is believed an emergency situation exists). The notice shall direct Contractor to immediately correct the noncompliance.

- 1) Contractor shall immediately notify the Director of Institutions or designee of the proposed corrective action. If the Director or designee does not object to the proposed corrective action, Contractor shall immediately implement said corrective action.
- 2) If the Director of Institutions or designee disagrees with the proposed corrective action or if Contractor fails to notify the Director or designee immediately of its proposed corrective action, the Commissioner of the Department shall be notified. The Commissioner shall either agree with Contractor or specify corrective action which Contractor shall immediately implement.
- 3) Notwithstanding any provision contained herein to the contrary, in such a circumstance, Contractor shall immediately implement the corrective action specified by the Commissioner before any appeal is taken.
- 4) In the event Contractor disagrees with the determination of noncompliance or designated corrective action, an appeal may be taken to the Commissioner. In no event shall the corrective action be delayed pending appeal to the Commissioner.
- 5) Upon examination, if the Commissioner determines in his or her sole discretion that a noncompliance did not exist or that the required corrective action was excessive, the Commissioner shall authorize payment to Contractor of the actual expense incurred in taking said corrective action or excessive corrective action upon receipt of appropriate documentation substantiating said expense from Contractor.

B. Breach

A party shall be deemed to have breached the Contract if any of the following occurs:

- 1) Failure to perform in accordance with any term or provision of the Contract.
- 2) Partial performance of any term or provision of the contract; and
- 3) Any act prohibited or restricted by the Contract.

For the purposes of this article, items 1) through 3) above shall hereinafter be referred to as "Breach".

In the event of a breach by Contractor, the State shall have available the following remedies as described further herein:

- 1) Actual damages and any other remedy available at law or equity.
- 2) Liquidated Damages
- 3) Partial Default; Partial Recovery; and/or
- 4) Termination of the Contract.

In the event of Breach by Contractor, the Director of Institutions or designee shall provide Contractor written notice of the Breach and a time period to cure said Breach described in the notice. In the event Contractor disagrees with the Director or designee's determination of Breach, period to cure, or initiation of liquidated damages, Contractor shall notify the Department's Commissioner in writing, provided, however, any appeal to the Commissioner shall not toll or otherwise affect the period to cure. The decision by the Commissioner shall be final and binding. In the event Contractor fails to cure the Breach within the time period provided, then the State shall have available any and all remedies described herein. In the event the Breach is not cured and in the event the State elects to invoke liquidated damages said liquidated damages shall commence on the date the cure period expires; provided, however, if the Commissioner determines Contractor's management team has concealed or mislead the State concerning the Breach, the liquidated damages shall commence on the date of the Breach. For purposes stated herein, Contractor's management team is defined as consisting of persons in the rank of shift supervisor or above. This subsection regarding notice and opportunity to cure shall not be applicable in the event of successive or repeated Breaches of the same nature, or in the event the Director of Institutions or designee or Commissioner invokes the immediate compliance provisions of Sections of this contract.

C. State Breach

In the event of a Breach of Contract by the State, Contractor shall notify the State in writing within thirty (30) days of any Breach of contract by the State. Said notice shall contain a description of the Breach. The State shall be afforded a forty-five (45) day period in which to effect a cure or in which to take reasonable steps to effect a cure; provided, however, that if the alleged Breach concerns the State's failure to make payment under this Contract, the State shall have sixty (40) days after the notice to effect a cure unless the payment is the subject of a dispute between the parties.

- 1) Failure by Contractor to provide the written notice described above shall operate as an absolute waiver by Contractor of the State's Breach.

- 2) With the exception of the provisions contained in subsection (5) herein, in no event shall any Breach on the part of the State excuse Contractor from full performance under the Contract.
- 3) In the event of Breach by the State, Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by Contractor to give the State written notice and opportunity to cure as described in this Section operates as a waiver of the State's Breach.
- 4) Failure by Contractor to file a claim before the appropriate forum in Alaska with jurisdiction to hear such claim within one (1) year of the notice described in subsection (a) shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by Contractor.
- 5) In the event the State fails to make any payment due under the contract within the cure period specified herein and the amount not paid exceeds one hundred thousand dollars (\$100,000.00), Contractor may terminate the contract upon 90 days prior written notice to the Commissioner, provided, however, Contractor may terminate the Contract only upon the State's failure to pay an amount which is not in dispute.

D. Penalties

In the event of a Breach by Contractor, the State may withhold as a penalty the amounts as described herein from any amounts owed Contractor.

- 1) The State shall notify Contractor in writing of the Breach and the amounts to be withheld as a penalty.
- 2) Penalties related to staffing deficiencies or vacancies shall be imposed beginning 30 days from the date a position becomes vacant. For professional positions, penalties will not be imposed until 40 days after the position becomes vacant. The amount of the penalty shall be equal to the position's salary and benefits as identified in the Contractor's budget document for the period the position is vacant.
- 3) Penalties related to contractual service deficiencies shall be imposed beginning after the cure period specified by the Commissioner (see Section B above). The State shall review the Contractor's budget to determine the amount the Contractor is being paid for any particular service. If the service is identified in the budget, the amount will be used to determine the amount of the penalty. If the service is not specifically identified in the budget, the Commissioner or designee shall make the final and binding determination of said amount. The Commissioner's determination shall be reasonable under the circumstances and supported by findings that the Commissioner has reason to believe is accurate.
- 4) The State may continue to withhold the penalties or a portion thereof until Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract.
- 5) The State is not obligated to assess penalties before availing itself of any other remedy.

- 6) The State may choose to discontinue liquidated damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said penalties previously withheld except in the event of a Partial Default.

E. Partial Default

- 1) In the event of a Breach by Contractor, the State may declare a Partial Default.
- 2) If Contractor fails to cure the Breach within the time period provided in the notice, then the State may declare a Partial Default and provide written notice to Contractor of the following:
 - a) The date upon which Contractor shall terminate providing the service associated with the Breach; and
 - b) The date the State will begin to provide the service associated with the Breach.

The State may revise the time periods contained in the notice upon written notice to Contractor.

- 3) In the event the State declares a Partial Default, the State may withhold from the amounts due Contractor the greater of:
 - a) Amounts which would be paid Contractor to provide the defaulted service as provided in subsection (5); or
 - b) The cost to the State of providing the defaulted service, whether said service is provided by the State or a third party;together with any other damages associated with the Breach.
- 4) To determine the amount the Contractor is being paid for any particular service, the State shall review the Contractor's budget. The Commissioner or designee shall make the final and binding determination of said amount.
- 5) The State may assess penalties against the Contractor pursuant to Section 3.35 (D) for any failure to perform which ultimately results in a Partial Default with said Penalties to cease when said Partial Default is effective.
- 6) Upon Partial Default, Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 7) Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

F. Termination

- 1) In the event of a Breach by Contractor, the State may terminate the contract immediately or in stages.

- 2) Contractor shall be notified of the termination in writing signed by the Commissioner. Said notice shall hereinafter be referred to a Termination Notice.
- 3) The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that Contractor shall cease operations under this Contract in stages.
- 4) Contractor agrees to cooperate with the State in the event of a termination, Partial Default or Partial Takeover.
- 5) In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity.
- 6) In the event of a termination, Contractor shall be liable to the State for any and all damages incurred by the State including but not limited to transportation of Prisoners, activation of the National Guard or any other state agency, expenses incurred by the State to staff the Facility, and any and all expenses incurred by the State to incarcerate the Prisoners which exceed the amount the State would have paid Contractor under this Contract.

G. Partial Takeover

- 1) The State may, at its convenience and without cause, exercise a partial takeover of any service which Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State.
- 2) Contractor shall be given at least thirty (30) days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption.
- 3) Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract.
- 4) The State may withhold from amounts due Contractor the amount Contractor would have been paid to deliver the service as determined by the Commissioner. The amounts shall be withheld effective as of the date the State assumes the service.
- 5) Upon Partial Takeover, Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

H. Termination Due to Unavailability of Funds or Court Order

The payment of money by the State under any provisions hereto is contingent upon the availability of funds appropriated to pay the sums pursuant to this Contract. In the event funds for this Contract become unavailable due to non-appropriation, or if the State is ordered not to transfer Prisoners to Contractor by a court of competent jurisdiction, the State shall have the right to terminate this Contract without penalty, upon the State retaking all Prisoners from Contractor and payment of all amounts due under the Contract.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 INTRODUCTION

General Information

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.

A maximum of 100 pages (single sided, 12-point type and 8.5 x 11" - page size) may be used for the body of the proposal. The number of pages that may be included in the appendices is not limited in order to provide the opportunity to include additional information.

The proposals should be presented in the order set forth below. Each section should be numbered and titled with the corresponding number and titled section, with all relevant material included. Each page should be numbered consecutively, and supplemental materials should be presented as labeled appendices, each of which is referenced in the text of its respective section.

The original copy shall be marked “Original” and contain the original signed offeror information and assurance form.

Proposal Format

Proposals shall contain the following items in the order listed:

- 1) Table of Contents
 - 2) Introduction
- Offeror Information and Assurance Form
 - Licensing Requirements / Permit
 - Conflict of Interest Statement
 - Alaska Bidder Preference Affidavit
 - Alaska Veterans Preference Affidavit
 - Federal Government FAR Certificate

- Experience and Qualifications
- Understanding of Project
- Cost Proposal
- Budget Narrative and Detail Forms
- Alaska Offeror’s Preference

Cost Proposal

Offeror cost proposals (Attachment 1) must include a detailed budget (Attachment 7) (and detailed budget narrative) of all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of staff position 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 proposed rates (including any revisions established through the contract negotiation process) will be binding upon the Contractor for the full term of the contract and, increases to the rates will not be considered. Personnel costs should be commensurate with the current scale of the professional skill level in the geographical area where the services are to be provided.

Calculation Method for Evaluation of Proposal’s Costs

Cost Proposal Form. Budgets MUST be submitted on the attached final proposal cost summary form, or on equivalent forms with the same categories, etc., created by the offeror as part of the proposal. One budget proposal per facility must be submitted. Fill out Cost Proposal Form, indicating price for Regular Bed Rate with no minimum and maximum guarantee. This attachment will be used to determine your final budget evaluation ranking scores.

Calculating Cost Proposal Points from the Cost Proposal Form. The budget points to be awarded each proposal will be determined by calculating the Regular Bed Rate. The actual number of beds proposed will be the number used for the calculation.

Example: If the Regular Bed Rate costs are 40 beds @ \$40 per bed; the calculation would be: ($\$40.00 \times 40 \text{ beds} \times 365 \text{ days}$) = \$876,000.00. The \$876,000.00 (regular bed annual cost) would then be used as the dollar figure used to calculate the number of budget points assigned according to 2 AAC 12.240(d) (see RFP section 5.08, Formula used to convert costs to points, above).

Awards for subsequent rounds. If the highest point winner is unable to provide the entire number of required beds, in subsequent rounds providers will be given an opportunity to re-submit cost and budget forms for the remaining number of beds. These costs will be re-calculated and points re-assigned to the cost section according to Section 5.08. These revised cost section points will be re-calculated into the total evaluation points and the new highest point winner will be susceptible for award, and so on, until department requirements are met.

In the event that the highest ranked contractor does not propose to provide the entire number of beds required in this RFP, and there is a single remaining bidder, the Department of Corrections maintains the right to request revised costs and negotiate to possible award with that single remaining bidder. If there are multiple remaining bidders, the DOC will award the remaining beds by the method of requesting subsequent rounds of revised costs. Revised costs will be requested from all subsequent round proposers reasonably susceptible for award (proposers may revise their costs based upon the number of remaining beds).

The revised costs that are submitted will be used to recalculate the cost section of each proposal's score. Subsequent rounds of offers will only change the scores in the cost category. The cost category from remaining providers will be re-scored and converted into points per the method set out in Section 5.08 of the RFP, and the cost point section will be recalculated into each proposal's total evaluation points to obtain the next highest ranked proposal susceptible for award. This process will continue until the department obtains the number of beds it requires and can afford based upon departmental needs and funding.

Cost Proposal - Budget Detail Forms

Specific cost details for provision of services must be indicated on the budget detail forms provide in the RFP. Every blank on these sheets should be addressed. There should be no blanks. If a cost will not be applicable, so indicate in the blank. A narrative explaining each line item and zero amounts (or any blanks) must be included in the budget narrative section. The budget break out costs must comply with the definitions of allowable costs for each category.

Cost Proposal Budget – Regular Bed Rate, no minimum or maximum guarantee:

1) Regular CRC Bed Rate

For regular beds, offerors MUST include a per bed per day cost (per individual or bed rate) which includes all direct and indirect costs, and profit margin (if applicable). The no minimum or maximum guarantee number of regular beds for budget calculations may not exceed 45 beds under the terms of this RFP. The maximum number of individuals multiplied by the per bed day cost multiplied by 365 days will equate to the total proposed cost for provision of regular bed day services (on an annualized basis). ($\$ \text{Cost/bed/day} \times \# \text{ regular beds} \times 365 = \text{annual cost of regular beds}$). See Cost Proposal Form in attachments section.

2) Regular Bed Rate Definition

The Regular Bed rate for detention services under this agreement is per man-day (see also the definition of prisoner day and regular bed rate). This rate covers an inmate per day. A portion of any day shall count as a man-day under this agreement, except that the State may not be billed for two days when an offender is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not the day of departure. The intent is to pay for the number of beds filled as of the 00:01am count and the count submitted for payment needs to be equal to the 00:01am count for each day and the only exception to the count changing is IF after a count at 00:01am, and sometime during the next 24 hour period before that next count is taken at 00:01am, an inmate spends any time at the facilities and gets released or remanded and never got picked up on any of the previous counts...ever...then you can

count them. The state will only pay for the actual number of beds used to the maximum of 50 beds under the contract per day; in no case will the state pay for more than the number of beds under contract.

Budget Submission Information

1) Annualized Budget Submission

Proposal budgets are based upon an annualized service period; however, some contract periods may be more or less than an entire year (first year is fiscal year only, leap years, and optional last 8-month period). Payment during this period for regular beds will be at the proposed annualized per bed per day rate, based upon the number of days of service, multiplied by the number of regular beds in the contract for the total maximum monthly payment. However, there is no minimum or maximum guarantee, the state will only pay for actual regular beds filled per day.

2) Administrative and Personnel Costs

The cost of all individual contract elements, administrative costs (or federally approved indirect-cost rate, if applicable), and proposed personnel costs for each staff position **MUST** be listed separately in the format provided on the attached forms, or equivalent form created by contractor. (A contract agency that does not have a federally approved indirect-cost rate may include administrative costs in the budget. These costs **MUST** be identified in the budget as direct costs.)

3) Allowable Costs

Providers are reminded that only allowable costs may be included in their proposals. Allowable costs are those that pertain to the direct provision of services at this facility. (For example, it would be inappropriate to include any item in a proposal that addresses costs associated with proposal preparation, travel and per diem costs associated with attending a pre-submission conference, costs for association/certification dues or meetings not required by the RFP, legal suits not specific to defense of services provision, or the efforts of any person or firm who may have assisted the provider [e.g. a firm retained to lobby a legislature for necessary enabling legislation or appropriations for the services being procured].) In addition, legal actions concerning zoning, permits, etc. at a facility other than the one proposed under this RFP and any resulting contract, are not allowable costs.

Budgets and Budget narratives will be compared with similar service budgets and will be analyzed for authenticity and ability to provide services. Offerors may be asked to provide additional information to substantiate these costs, and costs that cannot be reasonably justified by the provider may be reduced or deleted during negotiations.

4) Subcontracted Services

Proposals calling for consultants, consulting services, and other subcontracted services must provide a description of the anticipated services and the anticipated cost of these services, and the means of establishing the cost of those services (e.g., ‘W’ number of dollars per day for ‘X’ specific services for ‘Y’ days plus ‘Z’ dollars in related travel, per diem, or overhead costs). The department reserves the right to disallow subcontracted services costs that do not provide this information.

5) Profits

Profit and profit margins for privately owned organizations MUST clearly be designated as "Profits", include the percentage of direct and indirect cost, which it represents, and be included in the proposed budget, and on the breakout forms provided.

6) Auditor Costs

The normal costs to meet the annual independent auditing requirements MUST be separated as indicated on the budget break-out form.

Budget Submission Information: Budget/Cost Line Item and Category Definitions

Proposal Budget Form itemization must be broken down using the following definitions for budget categories and line items (Utilize Attachment 7, Budget Break Out Detail Submission Forms). Include the information pertaining to the provision of services for this contract.

PERSONAL SERVICES/BENEFITS:

101 PS/Administrative Staff (Administrators, Director’s etc.): Enter the Title of the position, staff name or “vacant”, individual quarterly salary of each position title and percent of time on budgeted job. Position titles should match job descriptions, the organizational chart and staff responsibility section of proposal. Examples of positions to be included are Agency Administrators, Directors, Assistant Directors, Corporate Officers, Partners or other individuals receiving funds for ownership interest or Management related duties.

102 PS/ Support Staff (Accountants, Clerks, etc.): Enter the Title of the position, staff name or “vacant”, individual quarterly salary of each position title and percent of time on budgeted job. Position titles should match job descriptions, the organizational chart and staff responsibility section of proposal. Examples of positions to be included are Accountants, Bookkeepers, Clerks, Administrative Assistants, Office Managers, Resident Accountants, Cafeteria/Cooks, Business Manager or other individuals providing a record keeping and office support role.

103 PS/ Program Staff (Counselors, Case Managers etc.): Enter the Title of the position, staff name or “vacant”, individual quarterly salary of each position title and percent of time on budgeted job. Position titles should match job descriptions, the organizational chart and staff responsibility section of proposal. Examples of positions to be included are Counselors, Substance Abuse Counselors, Case Managers, Resident Advisors, Program Specialists, Facility Services Coordinator, UA Collections or other individuals providing a program support role.

104 PS/ Security Staff (Monitors, Guards, etc.): Enter the Title of the position, staff name or “vacant”, individual quarterly salary of each position title and percent of time on budgeted job. Position titles should match job descriptions, the organizational chart and staff responsibility section of proposal. Examples of positions to be included are Shift Supervisors, Resident Monitors, Surveillance Monitors, Chief of Security, or other individuals providing a security support role.

105 PS/ Transportation (Drivers, etc.): Enter the Title of the position, staff name or “vacant”, individual quarterly salary of each position title and percent of time on budgeted job. Position titles should match job descriptions, the organizational chart and staff responsibility section of proposal. Examples of

positions to be included are Drivers, Couriers, Transport Officers or other individuals providing transportation.

106 PS/ Facilities Maintenance (Maintenance, etc.): Enter the Title of the position, staff name or “vacant”, individual quarterly salary of each position title and percent of time on budgeted job. Position titles should match job descriptions, the organizational chart and staff responsibility section of proposal. Examples of positions to be included are Facility Service, Maintenance, Building Manager, Janitor, Environmental Engineer or other individuals providing Building or Facility maintenance.

TRANSPORTATION/TRAVEL:

201 Offender Transportation: Enter the Transportation expenditures incurred in transporting prisoners by Ground. The Ground transportation line item should include Vehicle gas expense, taxi, per diem or meals and lodging paid to staff.

202 Personnel Training & Travel: Include all expenses for staff conference fees, in-service training costs, staff mileage, per diem or hotels, meals and incidentals, public transportation costs pertaining to this contract.

FACILITY EXPENSES:

301 Utilities: Include the following facility expenditures for electricity, natural gas, water, sewer, cable, heating fuel etc.

302 Communication: Telephone/Fax expenses. Include description of offender telephone service and the amount of revenue derived from resident phone profits if any. Include whether the Telephone Expenses are offset by resident phone revenue.

303 Facilities Maintenance /Repairs: Include expenses for the facility maintenance and repairs. Maintenance costs are those costs, such as lubrication, cleaning, adjustment, and painting, which are incurred on a continuous basis to keep operational assets in usable condition. Include inspection permits, and security system repairs under \$1,000, in this line item. Repairs are outlays for parts, labor, and related supplies that are necessary to keep the asset in operating condition but neither:

- (a) add materially to the use value of the asset, nor
- (b) prolong its life appreciably.

Repairs are recurring and usually involve relatively small expenditures. Examples of repairs are repairing a broken chain or electrical circuit.

304 Depreciation/Amortization: Include the Facility or Building Depreciation. List the Depreciation method used and the recovery period. If fiscal or calendar year depreciation, break out into four even quarters as this report will only cover one quarter. (For non-profits, DOC will work with existing and potential non-profits to develop an alternate depreciation method. The alternate method must provide DOC with the same level of detail and quality of information that is currently required from the for-profits. Contact the procurement officer to obtain approval in writing before submitting the alternate method in a proposal).

305 Lease or Rent on Facility: Include a detailed explanation of all services or goods provided under the building lease or rental.

306 Other: Include other miscellaneous Facility expenses that have not been included elsewhere. Total of the expenses in the “Other” section must not exceed 10% of the total category amount.

CONSUMABLE SUPPLIES:

401 Office Supplies: Include all expenses for providing office support. Examples include paper, pens, pencils, typewriter ribbons, ink, markers, staples, notepads etc. Do not include program supplies.

402 Program Supplies: Training and Educational Materials (i.e., substance abuse, AIDS, GED). Reference manuals and professional training courses. Uniforms, Recreation Supplies: (i.e., indoor and outdoor recreation and arts and crafts). Specific examples would be baseball gloves, bats, balls, basketballs, badminton, volleyball, soccer balls, board games, etc.

403 Household Supplies: Cleaning supplies, Linens, pots, pans etc.

404 Medical Supplies: Include First Aid Kits, Pharmacy Supplies, Preventative Care.

405 Immunizations (Flu Shots, TB Test, Hep-B etc.).

406 Subscriptions: Include expenditure for periodicals and subscriptions that are not program related. Examples would be subscriptions for Good Housekeeping, Business Week, Newsweek, etc.

407 Postage and Shipping: Include all expenses for postage and delivery service charges (Fed Ex, United Parcel Service, etc.) This would also include postage stamps and metered mail.

408 Computer Supplies and Software (under \$500): Thumb drives, Software, Multimedia Packages, CD-ROMS, Network Cards, Speakers, etc.

409 Food Service: Stock and food costs associated with providing meals to the residents. Provide an explanation if staff is allowed to consume meals prepared by the provider and whether a reimbursement from staff is collected. Also include a separate line listing amount, if any, collected for food reimbursement from staff.

410 Laundry: Costs to provide laundry services if available. Include all dry cleaning and other supplies associated with processing laundry services. Also list if residents reimburse the provider for any laundry services provided them and the amount.

411 Other Supplies: Supplies that could not be allocated within categories. Total of the expenses in the “Other” section must not exceed 10% of the total category amount.

EQUIPMENT:

500 Equipment Expense: Include expenses for equipment and replacement appliances purchased for less than \$1,000. Expenditures over this amount should be depreciated or amortized.

501 Furniture/Major Appliance Maintenance/Repairs: Include expenses for furniture and major appliance maintenance and repairs. Maintenance costs are those costs, such as varnishing furniture, steam

cleaning sofa, painting furniture, which are incurred on a continuous basis to keep operational assets in usable condition. Repairs are outlays for parts, labor and related supplies which are necessary to keep the asset in operating condition but neither:

- (a) add materially to the use value of the asset, nor
- (b) prolong its life appreciably.

Repairs are recurring and usually involve relatively small expenditures.

502 Rentals: Equipment rentals for copiers, postage machines, computers, furniture, phone systems, and any other Facility or Office Equipment that is rented. Do not include Lease expenses. List the vendor or vendors that provide the rented equipment.

503 Leases: Equipment leases for copiers, computers, furniture, phone systems, buildings and any other Facility or Office Equipment that is leased. List whether a lease/purchase option exists and what the lease term is and the purchase terms. Describe any sale-and leaseback contracts in which the provider has sold an asset and is leasing the equipment back and the payout terms. Break out each lease with a brief explanation. Do not include Vehicle leases.

504 Vehicle Leases: List all vehicles leased and provide a brief description of the vehicle. List whether a lease/purchase option exists and what the lease term is and the purchase terms. Describe any sale-and leaseback contracts in which the provider has sold an asset and is leasing the equipment back and the payout terms. Also provide whether the vehicle is used to transport residents or is used primarily for Staff, Management or Corporate Officers.

505 Vehicle Maintenance/Repairs: Include expenses for the vehicle maintenance and repairs. Maintenance costs are those costs, such as oil changes, car washes, coolant flushes, lubrication, which are incurred on a continuous basis to keep operational assets in usable condition. Also include insurance, licenses and inspection permits. Repairs are outlays for parts, labor, and related supplies that are necessary to keep the asset in operating condition but neither:

- (a) add materially to the use value of the asset, nor
- (b) prolong its life appreciably.

Repairs are recurring and usually involve relatively small expenditures under \$1,000. Also include the vehicle insurance, permitting and taxes under this line item.

506 Depreciation: Include the Equipment and Vehicle Depreciation. List the Depreciation method used and the recovery period. If fiscal or calendar year depreciation, break out into four even quarters as this report will only cover one quarter. Separate the equipment into depreciation methods and class. Example (3-year, 5-year, 7-year straight line etc. sum of the years, double declining).

507 Other: Include other Equipment expenses that have not been included elsewhere. Total of the expenses in the “Other” section must not exceed 10% of the total category amount.

OTHER OPERATING EXPENSES:

- 601** Printing: Printing material for in-house training programs should be captured under Program Supplies.
- 602** Advertising: Include expenditure for reprographics, brochure and pamphlet production, media advertising and open houses for public awareness programs.
- 603** Insurance: Include Facility Insurance if not listed elsewhere. Workmen Comp, Medical, Life Insurance should be included under Personal Services/Benefits.
- 604** Legal Expenses: Include all allowable Litigation expenses incurred in operating the facility.
- 605** Audit Expenses: Provide the Audit fees incurred for providing an independent audit of the financial statements and other services provided by independent accountants.
- 606** Urinalysis Testing: Include all expenses incurred in operating an in-house lab for the UA tests or costs incurred in having outside labs provide this service. Include the cost of screening and assessments. State whether the charges are for in-house or contracted testing expenditures. (The state may break out these costs and solicit for UA services separately during the course of this contract.)
- 607** Dues: List all expenses incurred for association or organizational dues. Fill in as N/A, as DOC does not currently authorize or require any association or membership dues.
- 608** Management Fees: Provide a detailed listing of any management fees paid to an organization or individual for providing management services or other type of consultation that cannot be provided by current staff. Examples would be consultants, specialists, or organizations providing human resources. List the organization and brief explanation of service provided with associated expense.
- 609** Professional Licensure: Any payments made on behalf of staff to renew or activate their state or federal licensure requirements.
- 610** Taxes: Include Tax payments made to State, Local or Federal. Do not include Payroll Taxes in this line item. Do not include personal income taxes in this line item.
- 611** Interest Expense: Include all interest expense paid for building or other loan obligations. Please briefly describe the type of loan. Break down into quarterly increments.
- 612** Contributions: Contributions are not allowable expenditures under this RFP.
- 613** Resident Trust Expense: Include all Bad Debt expense write off and uncollectible receivables related to this contract.
- 614** Resident Account Bank/Check Fees: Include costs of setting up banking and checking accounts for residents related to this contract. These accounts shall be non-interest-bearing accounts.
- 615** Computer Technical Support: Include costs of programming services for specialized computer software or software enhancements related to this contract.
- 616** Nutritionist: Include cost of nutritionist services to approve meal plans.

617 Other: Include other expenses that have not been included elsewhere. Total of the expenses in the “Other” section must not exceed 10% of the total category amount.

SEC. 4.02 PROPOSAL CONTENTS

The following information must be included in all proposals. A table of contents is required in your proposal.

(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 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. 4.06 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 & 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	250
Understanding of the Project	250
Total	500

Cost Criteria	Weight
Cost Proposal	400

Total 400

Preference Criteria	Weight
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 Only: (Max Points for the Section = 100):

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

Offeror 1 was awarded 75 points:

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

Highest Total Score Possible (40)

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 (25%)

SAMPLE QUESTIONS ONLY:

Proposals will be evaluated against the questions listed in Attachment 6.

1) Questions regarding the personnel:

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

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

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) 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?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 UNDERSTANDING OF THE PROJECT (25%)

- 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 CONTRACT COST (40%)

Overall, a minimum of 50% 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 12.240(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. 5.07 ALASKA OFFEROR PREFERENCE (0 OR 10%)

Per 2 AAC 12.240, 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)
Offeror #3	900 points (800 points + 100 points)		

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 18th floor of the Atwood Building in Anchorage, Alaska.

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

AS 36.30.540 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 36.30.540 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 contact 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- Cost Proposal *
- 2- Proposal Responsiveness Checklist *
- 3- RFP Acknowledgement Form *
- 4- Offeror Information and Assurance Form *
- 5- Standard Agreement Form with Appendix A
- 6- Proposal Evaluation Form
- 7- Budget Detail Form *
- 8- Verification of Approved Zoning *
- 9- Certificate of Independent Price Determination *
- 10- 2010 Community Residential Center Operations Standards
- 11- Alaska Bidder Preference Certification *
- 12- Department Policies and Procedures 202.01 and 202.15
- 13- Request for Clearance
- 14- Definitions

***Documents required to be returned with your proposal.**

Attachment 1

COST PROPOSAL FORM

**Community Residential Center (CRC) – 45 Regular or Per Diem Rate Beds (TBD),
 Nome, Alaska**

RFP # 2025-2000-0087

THESE NUMBERS WILL BE USED TO CALCULATE PROPOSAL'S COST SCORES

(You MUST use this form. Failure to do so may result in your proposal being rejected.)

Annualized Regular or Per Diem Bed Rate (TBD)

# of Beds	# of Days	*Rate per Bed/Day	Bed Rate Annual Cost
45	365	X _____ =	

NOTE: Only beds used will be paid however there is no minimum or maximum beds guaranteed per Year. Leap years will be based on 366 days.

Signed _____

Date _____

Attachment 2

PROPOSAL RESPONSIVENESS CHECKLIST

**Community Residential Center (CRC) – 45 Regular or Per Diem Beds Rate (TBD),
 Nome, Alaska**

RFP # 2025-2000-0087

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

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

Description	Checklist
Proposal (sealed) received by 2:00 p.m. October 8, 2024 , in the office of the procurement officer	
Proposal includes original	
Table of Contents	
Offeror Information & Assurance Form – signed & notarized	
Licensing / Permit	
Evidence of Alaska Business License <i>(Required for AK Bidders Preference)</i>	
Conflict of Interest Statement	
Certificate of Independent Price Determination	
Statement (abstract) of Understanding & Plan for Service	
Experience, Qualifications and Organizational Structure	
Proposed Cost Proposal Form	
Detailed Budget Breakout Detail	
Budget Narrative	
Alaska Bidder Preference Certification	
Alaska Veterans Preference Certification	

Attachment 3

RFP RECEIPT ACKNOWLEDGMENT FORM

(Return to Procurement Officer as soon as possible.)

**Community Residential Center (CRC) – 45 Regular or Per Diem Bed Rate (TBD),
Nome, Alaska**

RFP # 2025-2000-0087

ISSUED

August 26, 2024

I have received the above specified RFP and

DO INTEND TO RESPOND WITH A PROPOSAL _____

DO NOT INTEND TO RESPOND WITH A PROPOSAL _____

* * * * *

AGENCY/ORGANIZATION/INDIVIDUAL

ADDRESS

SIGNATURE

DATE

Attachment 4

OFFEROR INFORMATION AND ASSURANCE FORM

Request for Proposals # 2025-2000-0087
Department of Corrections

Title: Community Residential Center (CRC), 45 Regular or Per Diem Bed Rate (TBD)
Location of Project: Nome, Alaska
Contract Projected to Begin: December 1, 2024
Contract Projected to End: November 30, 2029

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

B. Offeror’s Address: _____

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

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

D. Alaska Business License Number: _____

E. Internal Revenue or Social Security Number: _____

F. Professional Registration Number (if applicable): _____

G. Recipient Contact Person: _____

H. Authorized Representative: _____

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

J. The Offeror(s), by execution of the **Offeror Information & Assurance Form**, agrees to be bound by the terms of the RFP and proposal for a period of not less than 150 days after the proposal due date.

Offeror’s Authorized Signature and Title* Date (Month, Day and Year)
(must be sworn before a notary public)

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

NOTARY PUBLIC
My commission expires:

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

Attachment 5

SAMPLE of Standard Agreement Form

(Attachment 5) STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	

This contract is between the State of Alaska,

8. Department of	Division	hereafter the State, and
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9. Contractor	hereafter the contractor
---------------	--------------------------

Mailing Address	Street or P.O. Box	City	State	ZIP+4
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10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
-------------------	------------------------

Mailing Address	Attention:
-----------------	------------

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

13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Procurement Officer		Typed or Printed Name	
Typed or Printed Name of Procurement Officer		Title	
Title			

NOTICE! This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

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

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

- 5.1 The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- 5.2 The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

Attachment 6

PROPOSAL EVALUATION FORM

Proposal Evaluation Form
RFP 2025-2000-0080 – CRC Bethel

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

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: _____

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

5.01 Understanding of the Project (25%)

a) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

b) How well has the offeror identified pertinent issues and potential problems related to the project?

c) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

d) Is the offeror able to provide the requested number of beds?

e) How clearly has the offeror stated the number of beds being proposed under this RFP?

f) How well do the plans, information and methods provided in the proposal interface with the start date, and the other time schedules in the RFP?

g) Is the offerors proposed schedule reasonable and acceptable?

h) How well has the offeror identified potential problems and included proposed solutions?

i) Has the offeror provided a list of references naming individuals who had contracted with offeror for prison services?

j) How well has the firm demonstrated that it would employ staff who can provide the needed experience, skills and abilities?

k) Has the offeror provided the required ligation history information in detail if any?

l) How well has the offeror shown that they can meet the departments target resident populations?

m) How well has the offeror demonstrated they will comply with the RFP, all CRC Standards and the department policies and procedures?

Facility Requirements

Questions regarding the facility requirements in regard to the needs of the residents.

n) How well do the housing layouts, use of dormitories, use of pods, and the number of offenders to housing unit meet the CRC standards?

o) How well do the program, treatment, vocational and recreational spaces accommodate the needs of offenders?

p) If the facility will house offenders other than Alaskan offenders, how well does it provide for the Separation of those other offenders?

q) Are the provided drawings, photos, and or video media of the facility clear and adequate?

r) How well has the offeror described the facilities construction and housing configuration?

s) How clearly does the offeror describe the physical location of the facility and proximity to airports, highways, hospitals, fire protection and law enforcement?

t) How well has the offeror detailed that it has adequate telephone access for the residents?

u) Are the provided drawings, photos, and or video media of the facility clear and adequate?

v) How clearly has the offeror stated their proposed food service area and does it meet the needs of DOC and the CRC standards?

Questions regarding the firm's facility.

w) Has the offeror shown that the proposed facility complies with all applicable zoning ordinances and building codes, as well as provisions of the Americans with Disabilities' Act?

x) Has the offeror shown that the facility is within one mile of public transportation or will they provide an alternated transportation method to the residents?

y) Does the facility provide 150 square feet per resident per the CRC Standards?

z) Has the offeror demonstrated that they can provided the required bathrooms, washer and dryers that is required by the CRC Standards or have other arrangements been offered?

aa) How well has the offeror demonstrated that they have the required perimeter security radios and other Security aspects to monitor offenders?

bb) Has the offeror described all the amenities that the offeror to all residents, i.e., educational, vocational, treatment, exercise facility, non-smoking facility, commissary, work programs and hobbies?

cc) Does the offeror provide a visitation area?

dd) Does the offeror have established Policies and procedures and are they readily available to all staff and the DOC?

Understanding of the Project point total: _____ out of 250 points

5.04 Experience and Qualifications (25%)

1) Questions regarding the personnel designated to work on the project:

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?

d) Does the organization have a long history providing community residential services successfully?

e) Is there a history of lawsuits in which the offeror has gone to trial and lost in a court of law??

f) Is the offeror ACA accredited? If not has the offeror provided a plan for achieving accreditation?

g) Does the proposal state how the individual assigned meet the minimum requirements of the CRC Standards ?

h) Has the offeror demonstrated that it could meet the staffing needs for medical services?

i) Has the offeror demonstrated that they could provide an adequate staffing pattern for the number of offenders and shown the staff to offender ratio?

Questions regarding the firm and subcontractor (if used):

a) How well has the firm demonstrated experience in completing similar projects on time and within budget?

b) 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?

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

Experience and Qualifications point total: _____ out of 250 points.

EVALUATOR'S COMBINED TOTAL POINTS: _____ out of 500 points

“END OF EVALUATORS QUESTIONS”

5.05 Contract Cost — 40 Percent

Maximum Point Value for this Section — 400 Points

1000 Points x 40 Percent = 400 Points

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

Converting Cost to Points

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

TOTAL POINTS AWARD FOR COST _____ out of 400 points

5.06 Alaska Offeror Preference — 10 Percent

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

TOTAL POINTS FOR OFFEROR PREFERENCE _____ 0 or 100 Points.

TOTAL POINTS FROM ALL SECTIONS ABOVE _____ /1000

Attachment 7

Budget Detail Submission Form

Category 100 : Personal Services/Benefits

<i>Position</i>	<i>Salary</i>	<i>\$ / Hour</i>	<i>Hrs./Week</i>	<i>Total</i>
101 PS / Administrative Staff (Administrators, Directors, etc.)				
102 PS / Support Staff (Accountants, Clerks, etc.)				
103 PS / Program Staff (Counselors, Case Managers, etc.)				
104 PS / Security Staff (Monitors, Guards, etc.)				
105 PS / Transportation (Drivers, etc.)				
106 PS / Facilities Maintenance, etc.)				
SUBTOTAL				
Holidays & Overtime (
Leave Pay (%)				
Benefits (%) Details				
TOTAL PERSONAL SERVICES/BENEFITS				

Fringe Benefits Detail

Item	%
FICA	
ESC	
Workers Compensation	
Retirement	
Health Insurance	
Other	

Category 200: Transportation / Travel

<i>Description</i>	<i>Expense</i>	<i>Rate</i>	<i>Total</i>
201 Offender Transportation (ground):			
Vehicle Fuel / gas			
Taxi / etc.			
Staff per Diem / meals			
\$ / mile			

<i>Description</i>	<i>Expense</i>	<i>Rate</i>	<i>Total</i>
202 Personnel Training & Travel:			
Staff conference / training costs			
Vehicle fuel / air			
Per Diem / meals / lodging			
\$ / mile			

TOTAL TRANSPORTATION AND TRAVEL			
--	--	--	--

Category 300: Facility Expenses

<i>Description</i>	<i>Rate</i>	<i>Total</i>
301 Utilities		
Heating / fuel		
Electricity		
Water / sewer / garbage		
Cable television		
302 Communication (Telephone / fax)		
303 Facilities Maintenance / Repairs		
304 Depreciation / Amortization		
305 Lease or rent on facility		
306 Other		
TOTAL FACILITY EXPENSES		

Category 400: Consumable Supplies

<i>Description</i>	<i>Rate</i>	<i>Total</i>
401 Office Supplies		
402 Program Supplies		
403 Household Supplies		

404 Medical Supplies		
405 Immunizations		
406 Subscriptions		
407 Postage and Shipping		
408 Computer Supplies / Software under \$500		
409 Food Service		
410 Laundry		
411 Other Supplies		
TOTAL COMMODITIES / SUPPLIES		

Category 500: Equipment

<i>Description</i>	<i>Rate</i>	<i>Total</i>
501 Furniture / Major Appliance Maint. /		
502 Rentals		
503 Leases		
504 Vehicle Lease		
505 Vehicle Maintenance / Repairs		
506 Depreciation		
507 Other		
TOTAL EQUIPMENT		

Category 600: Other Operating Expenses

<i>Description</i>	<i>Rate</i>	<i>Total</i>
601 Printing		
602 Advertising		
603 Insurance		
604 Legal Expenses		
605 Audit Expenses		
606 Urinalysis Testing		
607 Dues		
608 Management Fees		
609 Professional Licensure		
610 Taxes (State / Local / Federal)		
611 Interest Expense		
612 Contributions		
613 Resident Trust Expense		
614 Resident Account Bank / Check Fees		
615 Computer Technical Support		
616 Nutritionist		
617 Other		

TOTAL OTHER OPERATING EXPENSES	
--------------------------------	--

<i>Total Direct Cost</i>	<i>Rate</i>	<i>Total</i>

<i>Total Indirect (Profit Margin)</i>	<i>Rate</i>	<i>Total</i>

<i>Budget Category</i>	<i>Total Budget</i>
100 Personal Services / Benefits	
200 Transportation / Travel	
300 Facility Expenses	
400 Consumable Supplies	
500 Equipment	
600 Other Operating Expenses	
Total Direct / Indirect Costs	
Indirect Costs (Profit Margin)	
Total Budget	

_____ Approved

_____ Denied

 Director, Division of Institutions

 Date

Comments:

Attachment 8

VERIFICATION OF APPROVED ZONING

**Community Residential Center Services
RFP # 2025-2000-0087**

Facility: _____

Address: _____

(City, State, Zip code)

Zoning Requirement of the above-named facility: (IE. I, B2, B3, R, etc.) _____.

Zoning Restrictions for Offender Types, Custody Levels, or other Prohibitions that could affect use of this facility as a community residential center facility: _____
_____.

The above-named facility, located at _____, is not located in an area of the city or municipality where the zoning has been designated for single family use of occupancy.

Authorized Signature of Provider

Date

Title

Attachment 10

2010 Community Residential Center Operational Standards

(This attachment is not available electronically. Please contact the procurement manager listed in section 1.01 to request a copy of this attachment.).

Attachment 11

CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

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

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

1. As of the deadline for receipt of the proposals, the offeror possesses a valid Alaska business license in any one of the following forms:
 - a copy of an Alaska business license.
 - certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal.
 - a canceled check for the Alaska business license fee.
 - a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; *OR*
 - a sworn notarized affidavit that the offeror has applied and paid for the Alaska business license.

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

Signature of Offeror or Offeror's Authorized Agent

Date

Printed Name

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

Attachment 12STATE OF ALASKA
DEPARTMENT OF CORRECTIONS**POLICIES AND PROCEDURES**

The DOC policies and procedures referenced in this RFP may be reviewed at the website provided below. Also copies may be obtained from the Contracting Officer listed in Section 1.01.

The Contractor shall adhere to all DOC policies relating to inmate care or may adopt policies of their own upon approval of the Director of Institutions.

<https://doc.alaska.gov/commissioner/policies-procedures>

Attachment 14**DEFINITIONS**

As used in this solicitation, the following terms have the definition set opposite each term. Listed in alphabetic order.

“ACA”--The American Correctional Association.

“ACA Standards”--The Standards for Adult Correctional Institutions published by the American Correctional Association. (Fourth Edition and Standards Supplement, and as the standards may be modified, amended, or supplemented in the future).

“Alaska Correctional Offender Management System (ACOMS)”--A departmental computer system containing information on probationers, parolees and prisoners.

“Administrative Requirements”-- The proposed administrative oversight of the CRC, including on-site administrative support and management staff, and if applicable, your corporate management oversight/support.

“Administrative Transfer”--The transfer of a prisoner between facilities for any purpose related to an emergency or potentially hazardous situation or to facilitate an administrative action that can be more efficiently accomplished at another facility, such as (1) Parole hearing; (2) Court action; (3) Medical or mental health treatment; (4) Military tribunal; (5) Family emergency; or (6) Population management.

“Adult Basic Education (ABE)”--Academic studies that include basic education and living skills that prepare the student for General Educational Diploma studies. Adult Basic Education is divided into two study levels: up to grade 8 and grade 8 and above.

“Affirmative Action”--Equal employment opportunity free from unlawful discriminatory treatment concerning any individuals or group because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

“Alaska Public Safety Information Network (APSIN)”--A statewide computer system with access to nationwide data including individual criminal histories such as arrests convictions and case dispositions.

“Alias”--Any name used for official purpose that is different from a person's legal name.

“Annual Budget”--A listing of planned expenditures for the Department and/or contractors covering one fiscal year beginning July 1 and ending the following year on June 30.

“Appeal”--A process by which a prisoner may have a classification or disciplinary action reviewed at an administrative level higher than that at which the original action was taken.

“Arrest”--The taking of an offender into custody.

“Assessment”--Evaluation of employee's performance upon completion of a retraining program.

“Assistant Ombudsman”--Staff of the Ombudsman's office to whose duties have been delegated and whom the Ombudsman appoints.

“Attorney of Record”--The lawyer or law firm representing a prisoner in on going or pending litigation; or lawyer or law firm providing active representation within the previous calendar year.

“Audit”--A regularly scheduled visit to an institution or contract facility for the purpose of monitoring and reporting on the prisoner classification process, procedures, and documentation to ensure program compliance.

“Authorized Representative”--Any person or entity duly authorized and designated in writing to act on behalf of a party to this agreement or contract, which designation has been furnished to all the parties herein.

“Barred Visiting List”--A list prepared by the Division of Institutions – Directors Office that restricts entry to a correctional institution or a contract facility, i.e., Community Residential Center or Treatment Program.

“Bedding”--Blankets, mattress, pillow, sheets and pillowcase.

“Blister Card”--The blister card is prescription labeled, heat-sealed, clear plastic pop-out bubble, unit medication container utilized by the department to distribute individual prescriptions and to issue bulk medications to institutional medical units.

“Budget Projection”--The anticipated planned expenditures and resources required to operate a component or facility.

“Case Record”--A prisoner case record comprised of one or more folders labeled with prisoner identification and containing all documents and materials pertaining to the subject prisoner, a case record for each individual prisoner which may be:

- **Open**--The case record initiated when an individual is committed to, or otherwise comes under the jurisdiction of, the Department which remains active and available on-site for review so long as the individual subject of the record is short of completing the period of jurisdiction or concomitant conditions of said jurisdiction such as prisoner presently incarcerated, escaped, absconder from whom arrest warrant has been issued, temporarily released on bond or bail, pending probation or parole revocation, offender is serving concurrent or consecutive sentence in another jurisdiction with a companion Alaska jurisdiction, Alaska detainer on a prisoner in another jurisdiction, etc.; the case record repository is with the institution having jurisdiction over the prisoner; or
- **Inactive File**--A case record which is open in accordance with above except that the prisoner has been transferred to the Federal Bureau of Prisons or another State correctional facility via contract placement as an Alaska prisoner, the prisoner is an escapee, or the case record is otherwise maintained in an inactive status such as during release pending an appeal process; the case record repository is with Central Classification in Anchorage or Central Records in Juneau; or

- **Closed**--A case record that is and subject to storage by virtue of the jurisdiction of the Department ending and/or the subject of the record having satisfied all conditions of the jurisdiction as outlined under Open Files above or is deceased; the case record repository is with Central Records in Juneau.

“Case Record Extract”--Photocopy of case record document necessary to sustain jurisdiction and case record purposes of opening Prisoner Case Record in accordance with 402.01, as follows: (1) Court, Parole Board or other document established jurisdiction; (2) Presentence Report with attachments; (3) Conditions of Conduct if not part of authority document under 1. above; (4) Psychiatric or psychological reports completed since presentence investigation and report under 2. above; (5) Probation or parole reports relevant to the incarceration; and (6) Petition or violation report appropriate to the incarceration and prerequisite due process.

“Cash Bail”--A payment in which an offender obtains release by paying in cash the full amount, which is recoverable after the required court appearances are made.

“Casual Contact”--Incidental contact of non-sexual or non-intrusive nature where there is not an exchange of intimate body fluids such as blood or semen; contact from and/or variety of the natural encountered in daily living, i.e., shaking hands, hugging, kissing, crying, coughing, sneezing, using a swimming pool, or hot tub, eating food handled or prepared by other persons, sharing linens, towels, cups, straws, dishes or other eating utensils, toilets, doorknobs, telephones, office machinery, or household furniture; cursory contact with clothing or flesh of another person.

“Caustic”--A material that is capable of burning or injuring individuals or objects by a chemical action.

“Central Office”--Administration and Support Offices and administrative staff assigned to the Commissioner's office, Juneau and Anchorage Central Office.

“Chaplain”--The Institutional Religious Coordinator or contract Chaplaincy Coordinator or Contract Chaplain for an institution.

“Chronological Record”--The probation officers written history of case events recorded in the order of their occurrence.

“Citizen Complaint”--A verbal or written complaint received by the Department brought by a private citizen rather than coming from the ombudsman, a legislator, media representative, or a probationer or parolee.

“Classification ”-- A process that systematically subdivides a prisoner population into groups based on custody and individual rehabilitative programming needs.

“Classification Packet”--Prisoner case record documents and information forwarded to Central Classification for effecting a classification action and which contains, if applicable, the following; (1) Final Judgment and Commitment; (2) Presentence investigation report; (3) Recent Psychiatric /Psychological Reports; (4) Time Accounting Records; (5) Security Designation and Classification Forms; (6) Health Care Record Extract; (7) The taped proceedings of a classification action

recommendation or resulting in a transfer to an institution of facility outside of Alaska; and (8) Related information.

“Clear Conduct Record”--The absence of violation of a disciplinary rule, except minor infractions for which guilt has been established through the disciplinary process.

“Co-correctional Facilities”--An institution designated to house both male and female prisoners.

“Code of Ethics”--A set of statements conforming to the Code of Ethics adopted by the American Correctional Association and subscribed to in its entirety by the Alaska Department of Corrections.

“Collateral Contract”--A reliable citizen who is not employed by the Department of Corrections such as a Village Public Safety Officer, Fish & Wildlife Protection Officer, Village Council Member, Teacher, Federal Agency Representative, etc. who agrees to act as an informal on-site information source for a probation officer in regards to one or several probationers or parolees residing in the vicinity of the contact person; an informal association to assist and enhance the supervision activities of the probation officer assigned to supervise the case and enforce the Court or parole Board ordered conditions of conduct; functions without compensation; is not a Volunteer Probation Advisor; does not require application and clearance steps.

“Commissioner of Corrections”--The Chief Executive Officer of the department.

“Commitment”--The document authorizing the incarceration of a prisoner and signed by the committing judge or remanding officer.

“Communication”--Verbal or written contact between individuals within facilities.

“Community Work Recipient”--A nonprofit or government agency providing work for offenders and reporting their attendance to the probation officer.

“Community Work Service (CWS)”--Work performed by an offender as a result of an order of the court or Parole Board, either as condition of conduct or in lieu of fine or imprisonment, on projects designed to reduce or eliminate environmental damage, protect the public health, or improve public lands, forests, parks, roads, highways, facilities, or education. CWS may not confer a private benefit on a person except as may be incidental to the public benefit.

“Complaint”--A written request which may contain recommendations concerning the substance or application of a written or unwritten policy or practice and any behavior or action.

“Compliance Officer”--Title has been changed to “Standards Officer.”

“Conflict of Interest”--Engage in or accept employment or render service for personal gain when the employment or service is incomparable with, is in conflict with, or appears to be in conflict with, the proper discharge of the employee's official duties.

“Contact Visiting”--A visit that occurs in a designated institutional area without barriers between the prisoner and the visitor(s), with limited physical contact allowed.

“Contraband”--Items which prisoners are not authorized to introduce, make, use, or have in possession or attempt to introduce, make, use, or possess; Any of the following items that have not been specifically approved, authorized, or prescribed by the proper authority for a prisoner to obtain, make, or possess:

- Weapons including firearms, explosives, knives, hacksaw blades, tear gas, dangerous chemical agents, or any tool or other object that may be used as a weapon, from which a weapon may be fashioned, or that is intended to be perceived as a weapon.
- Controlled substances, the possession of which is punishable by either criminal or civil penalties, and any other type of medication; Alcohol, including wine, distilled spirits, home brew or any other type of alcoholic substance.
- Cameras, sound or video recorders, or any electronic or mechanical receiving or transmitting equipment, to include unauthorized cell phones.
- Any article, including keys, tools, electronic or mechanical devices, unauthorized cell phones, and identification information, intended to be used as a means of facilitating an escape.
- Any other article, including money, toiletries, books, food, mail and pictures, that is introduced, taken, or conveyed into a facility, or made, obtained, or possessed in a facility in a manner intended to frustrate or evade detection.
- Items in prisoner possession which were not issued to the prisoner by the institution; in excess of the quantity allowed for retention or issue; or are not authorized for retention in the institution; and
- Any article which threatens the security of the institution or which the Superintendent has designated as contraband.

“Contract”--The signed agreement for services. A copy of the RFP will be attached as part of the final contract. The contractor’s proposal will also become a part of the final contract.

“Contract Misdemeanant Housing (CMH)”--A correctional facility provided through contract agreement for the confinement of prisoners convicted solely of misdemeanor crime(s); quasi-correctional facility providing a degree of security, custody, care, and discipline for misdemeanor prisoners similar to that required by the Policies and Regulations of this Department, consistent with the security and custody status of the prisoners who have been placed in the CMH facility.

“Contract Monitor”--The person(s) designated by the Department of Corrections to monitor operation of the Facility for Contract compliance and/or to assist in the coordination of actions and communications between the Department and the Contractor.

“Contractor”--The Contractor awarded the Contract to develop and/or operate the Facility as described in this RFP.

“Controlled Substances”--Any medication requiring a written prescription, which list the prescribing physician's or dentist's Drug Enforcement Administration registration number.

“Correctional Services”--Those functions set forth in the proposal.

“Correspondence”--Any written communication concerning the authority or responsibility of the Department; written personal communication to or from prisoners, e.g., letters, post cards, greeting cards, sent through the postal service.

“Counseling”--Structured use of interpersonal relationships to promote social adjustment; formal program providing opportunities to identify problems, express feelings, provoke positive change and attain understanding of positive and negative ramifications of a proposed marriage. The planned use of interpersonal relationships between individuals or groups, which are supervised and controlled by staff members with training in counseling techniques.

“Counseling Program”--Planned activities designed to promote the prisoner's reformation and social adjustment and assist in resolving personal or interpersonal problems.

“Counselor”--Program staff or contractors qualified by education background or training to assist, advise, direct, suggest and recommend actions to prisoners.

“Court Orders”--Any existing or future orders or judgements issued by a court of competent jurisdiction; or any existing or future stipulations, agreements, or plans entered into in connection with litigation which are applicable to the operation, management or maintenance of the facility or related to the care and custody of prisoners at the facility.

“Court Probation”--Court ordered unsupervised probation during all or part of the term of sentence; probation not supervised by nor under the jurisdiction of the Department of Corrections.

“Custody Level”--The custody status assigned to a prisoner based upon the matrix score attained on the classification form, which establishes the degree of security staff supervision, required to appropriately monitor and control the prisoner's conduct and behavior within the context of correctional management.

- **Community Custody**--The least restrictive custody level to which an offender may be classified as a result of having maintained conduct and attitudes consistent with that expected for a minimum custody offender. Community Custody offenders are eligible for program and employment outside the institution's perimeter without correctional supervision.
- **Minimum Custody**--Minimum custody prisoners are prisoners with less than ten years remaining to serve who participate in programs, have demonstrated appropriate institutional behavior, and meet institutional standards for the least restrictive housing and supervision based on current charges and criminal history. Minimum custody prisoners are eligible for all work assignments, including those outside the secure confines of the facility, and have full access to all education and treatment programs within the facility. Minimum custody prisoners can be housed in facilities without perimeter fences and with intermittent staff supervision. Minimum custody prisoners may be eligible for furlough 36 months prior to scheduled release.
- **Medium Custody**--Medium custody prisoners do not meet institutional standards for minimum custody based on current charges, criminal history, and institutional behavior. Medium custody prisoners are eligible for all work assignments within the secure confines of the facility and have full access to all education and treatment programs within the facility. Medium custody prisoners require

housing in facilities with secure perimeter fencing with regular and direct staff supervision. Medium custody prisoners may be eligible for furlough 24 months prior to scheduled release.

- **Close Custody**--Close custody prisoners do not meet institutional standards for medium custody based on their current charges, criminal history, and lack of a substantial period of appropriate institutional behavior. Close custody prisoners are eligible for restricted work assignments within the secure confines of the facility and have access to most education and treatment programs within the facility. Close custody prisoners require housing in facilities with secure perimeter fencing but can be managed and housed in general population with enhanced regular and direct staff supervision. Close custody prisoners do not require two-officer escort or restraints for normal movement within the facility. Close custody prisoners are not eligible for furlough.

“Data Entry Clerk”: Employee responsible for entering data into the ACOMS and/or Management Information System.

“Department or DOC”--The Alaska Department of Corrections.

“Department Medical Officer (DMO)”--A licensed physician who is a State employee responsible for planning and implementation of the prisoner health care program; serves as the medical expert on department medical matters, performs peer review of physicians working under contract, and ensures quality control in the prisoner health care program.

“Department Research”--Studies conducted by employees or contractors of the department, usually by, or in conjunction with, the Planning and Research Unit of the Department.

“Designation Form”--The Department form for long term sentenced prisoners that provides a scoring matrix and the basic criteria for institutional placement.

“Designation Packet”--A prisoner's file forwarded to Central Classification for effecting a designation action which contains, where applicable, the following: (1) Final Judgment and Commitment; (2) Presentence Investigation Report; (3) Recent Psychiatric or Psychological Reports; (4) Time Accounting Records; (5) Security Designation Form; (6) Needs Assessment Survey Form; (7) Health Care Record Extract; and (8) The taped proceedings of a classification action recommending or resulting in a transfer to an institution outside of Alaska.

“Detainer”--A warrant/hold on an individual in a federal, state or local correctional facility, notifying the holding authority of another jurisdiction's intention to take custody of that individual, when the individual is released.

“Director”--The Director of the Division of Institutions for the Alaska Department of Corrections. The chief executive officer and senior official responsible for all correctional operations or a member of a board of persons who control or govern the affairs of an institution or corporation.

“Disciplinary Committee”--A committee of one to three designated institutional staff members to conduct hearings and impose disciplinary sanctions for minor, low-moderate, high-moderate or major infractions;

a committee designated by the Superintendent to conduct disciplinary hearings in accordance with applicable regulations and policies of the Department.

“Disciplinary Report”--A written incident report of prisoner misconduct which has been denominated a Disciplinary Report by the Assistant Superintendent or designee and referred to the Disciplinary Committee for disciplinary action. Discipline normally progresses along these lines; however, each case should be reviewed individually based on its own merits. Infractions may be so severe that summary action (Step 4 of Progressive Discipline) may be warranted even when it is the first offense. Conversely, circumstances may exist which would mitigate the degree of discipline imposed at any step in the process. Each case must be reviewed on an individual basis.

“Discrimination”--Exercising a difference in action or process based upon a person's race, religion, color, sex, age or national origin when such behavior may cause that person loss.

“Discrimination Complaint”--A verbal or written statement alleging specific adverse action taken by a department employee which is based upon that individual's race, color, sex, religion, national origin, age, physical handicap, marital status, change in marital status, pregnancy or parenthood.

“Documentation”--Physical record of circumstances or events that substantiates cause for disciplinary actions and inclusion in employees' files.

“Due Process”--The implementation of procedures which, when adhered to, guarantee protection of employee's rights: (1) Employer has the obligation to explain to employees what is expected of them and what the consequences will be when those expectations are not met; (2) Employer should provide consistent and predictable response to rule violations; (3) Employer is obligated to investigate the facts surrounding rule violations; (4) Employer should base discipline on facts, not hearsay; (5) Employer should consider prior service, performance, disciplinary records and psychological state when assigning a degree of discipline; and (6) Employer should, in most cases, use progressive discipline.

“Effective Date of Contract”--The date on which the Contract is executed.

“Emergency”--Any significant disruption of normal facility procedure, policy or activity caused by prisoner disturbances, work or food strikes, food borne illness, escapes, fires, natural disasters or other serious incidents.

“Emergency Care”--The medical or surgical care necessary to treat the sudden onset of a potentially life or limb threatening condition or symptoms which must begin within 12 hours after onset. Heart attacks, strokes, poisoning, loss of consciousness or respiration, and convulsions are examples of medical care emergencies.

“Emergency Plan”--Plan to be activated in an emergency situation that contains a sequence of action, reviews internal and external resources, and establishes command, control, communication, and deployment procedures.

“Employee”--An employee of the Contractor or a sub-contractor providing services under the Contract.

“Escort”--A non-restraint accompanying, and supervision of a prisoner as distinguished from prisoner transportation by the transportation unit.

“Excessive Force”--An act of force exceeding what a reasonable person in similar circumstances would use to maintain or regain control of a situation.

“Exigent Circumstances”--Any set of circumstances that requires immediate action and which pose a threat to the security and/or order of an institution.

“Ex-offender”--Any person convicted in a court of competent jurisdiction of a crime, the punishment for which could have been, or was, imprisonment in a city or county jail, federal penitentiary, or a state prison, who is not under any form of correctional supervision and excluding those persons who have received either a Presidential or gubernatorial pardon, or whose criminal record has been otherwise expunged.

“External Auditors”--Persons not employed by the Department.

“Family”--Prisoner's family is defined to be father, mother, sister, brother, spouse, son, daughter, step-relationships of the aforementioned relative, or any person having an immediate family relationship with the prisoner during the formative years.

“Family Support”--Financial support to an offender's family as required by law.

“Felony”--Means a crime for which a sentence of imprisonment for a term of more than one year is authorized.

“Fines and Court Costs”-- Lawful debts incurred by contract and by Court ordered fines and/or court costs.

“Fire Drill”--The total or simulated evacuation of all persons from an area. Fire drills are practice sessions designed to teach participants the best means of evacuation in case of fire.

“Firm Release Date”--The date on which the prisoner is scheduled to be released, as established by one of the following methods: (1) Good time calculations; (2) Court order; or (3) Alaska State Board of Parole action.

“Fiscal Officer”--The designated employee responsible for the management and direction of the fiscal operation. The official who manages and directs the procedures and/or employees engaged in the operation of the facility’s fiscal matters.

“Fiscal Year”--Each one-year period beginning on July 1 and ending on June 30, that is used for budgeting and appropriation purposes by the State.

“Flammable Material”--Any material that will readily ignite at a temperature of 400-degree F or less.

“Food-contact Surface”--The surface of equipment and utensils with which food normally comes in contact, and those surfaces which may drain, drip or splash back onto surfaces which contact food.

“Force Majeure”--The failure to perform any of the terms and conditions of the contract resulting from acts of God.

“Formal Count”--A specific count of all prisoners that is conducted at specific times and designated locations.

“Frisk Search”--A visual and physical pat-down search of a person's clothing and body parts that are visible without the removal of clothing.

“Frivolous”--A grievance complaint that addresses information or circumstances that are trivial, lacking in seriousness, irresponsible, self-indulgent, or that have already been addressed.

“Furlough”--An authorized leave of absence from actual confinement within an institution, community release center, restitution center, or contract misdemeanor housing for a specific purpose and time, as follows:

- **Pre-release Furlough**--A furlough for the purpose of reintegrating the prisoner into society by education, training, employment, treatment, etc.; prisoner is community custody; approving authority is the Director of Institutions or designee.
- **Short-duration Furlough**--A furlough for a specific period of time not to exceed 12 hours at any one time, except for a family visitation, that may not exceed one week or occur more often than once in each four-month period; or medical treatment, for which the furlough may not last longer than necessary for the treatment; prisoner must be community custody; approving authority is the Director of Institutions or designee except for family visitation that requires the approval of the Deputy Commissioner of Operations.

“Furlough Packet”--A packet of documents and materials in support of a furlough application; includes a cover memorandum of justification, copy of presentence report, judgment and order of current sentences(s), the most recent classification form(s), the current time accounting sheet(s), and the furlough plan/agreement for the proposed furlough.

“General Education Diploma (GED)”--A timed test from the American Council of Education, Education Testing Service, administered by the State of Alaska, Department of Education. Five levels of testing comprise the GED that are: writing skills; social studies; science; reading skills; and mathematics. Upon successful completion of the five levels of testing, the student is issued, by the Department of Education, an Alaska High School Diploma.

“Grievance”--A complaint by a prisoner in his or her own behalf, exclusive of the Parole Board, Classification or Disciplinary Committee action, or a court decision.

“Habilitation”--The education, encouragement and equipping of a prisoner to good physical, mental and moral health through guidance, training, and/or programming.

“Handicapped Prisoner”--Any prisoner encumbered with impediments or disadvantages due to physical or mental deficiencies.

“Harassment”--Unwanted communication and/or conduct by a supervisor, co-worker or non-employee in the work place which adversely affects the employment relationship or working environment for the employee or applicant for employment and is based on sex, race, religion, color, national origin, age, physical handicap, marital status, changes in marital status, pregnancy, or parenthood; which includes slurs, abusive language, threats, derogatory comments, unwelcome jokes, teasing and other such verbal or physical conduct.

“Health Care”--All preventive and therapeutic action taken to provide for the physical wellbeing of an individual or population. Health care includes medical and dental services, nursing services, personal hygiene, dietary services and allied health care services, categorized as follows:

- **Mandatory**--health care services are those rendered with or without the permission of the prisoner; the purpose of which is restricted to: (1) the protection of the public health; (2) the protection of the life of a comatose or otherwise incapacitated prisoner who will not or cannot give permission; or (3) the determination of the potential for infectiousness if any unlawful exchange of body fluids is known to have occurred such as biting, spitting, shared use of needles/drug injections, homosexual liaison, sexual intercourse, etc.; mandatory services may include immunization, treatment of meningitis, segregation for hepatitis, prevention of suicide, and similar medical actions.
- **Essential**--health care services are those required to prevent or alleviate pain and suffering which include mental health and dental services; services rendered only by consent of the prisoner; services second in the order of priority, after mandatory, which include those procedures deemed necessary to promote rehabilitation and to aid in increasing the level of functioning throughout the prisoner's sentence service, including prosthetic devices.
- **Elective**--health care services include all other services not included under Mandatory and Essential which are rendered with the prisoner's consent; services lowest in priority which include services contingent upon resources to improve cosmetic appearance or to permit functioning at levels not directly related to rehabilitation; services for conditions that were long standing prior to incarceration; includes extraordinary, experimental services such as liver or cardiac transplantation.

“Health Pre-Screening”--The informal visual inspection performed by security staff at the time of initial remand to assess the prisoner's apparent, immediate need for medical attention due to indication of potential life threatening, serious, or communicable health condition believed to be present.

“Health Screening”--The structured evaluation of a prisoner's physical health and mental status done by either security staff or health care personnel to identify serious health conditions or communicable disease.

“Hobby crafts”--Activities such as model building, leatherwork, ceramics, mosaics, crocheting, knitting, woodwork, artwork, macramé, silver work, carving, string art, wire art, sculpture, or similar craft pursuits.

“Holiday”--A Day designated by Statute or by the chief governing authority of a jurisdiction for the suspension of work, usually in celebration of some event.

“Identification Badge of Authority”--Official photo-identification card issued to Department employees and the accompanying metal or cloth badge of office provided as standard equipment.

“Incarceration”--Housing in any facility operated directly by or under contract for the Department of Corrections.

“Incident Report”--The form and format upon which prisoner misconduct is reported to the Assistant Superintendent or designee for appropriate action.

“Indigent Prisoner”-- A prisoner who has less than \$20.00 presently available in his or her account and who has had no more than \$50.00 in his or her account during the preceding 30 days. A prisoner with more than \$50.00 in his or her account during the preceding 30 days will still be considered indigent if no more than \$50.00 remained after mandatory deductions (restitution, fines, child support enforcement orders, violent crime compensation payments, or civil judgement(s)) or deductions made for educational materials or courses, counseling, or health care.

“Informal Count”--Count made while prisoners are working, engaged in daily living activities, or engaged in recreational activities. These informal counts are made at irregular times.

“Informal Resolution”--A course of action, solution or remedy determined upon, or decided through, interpersonal verbal exchange of information and perspective by the parties involved or affected without formality and short of formal grievance action or filing; level one grievance review involving complaining prisoner and institutional staff.

“Informational Report”--A written incident report of circumstances or events involving a prisoner which has been denominated an Information Report by the Assistant Superintendent or designee and is referred to appropriate staff for action and documentation of disposition; a report of prisoner involvement in an event where formal disciplinary action is deemed in-appropriate, but documentation of the incident is appropriate for future verification of a prisoner's adjustment or rehabilitative progress.

“Informed Consent”--Voluntary agreement by a prisoner to undergo a recommended medical, psychiatric, psychological procedure or treatment after the following have been explained: (1) the procedure or treatment; (2) the foreseeable risks; (3) the expected benefits; (4) the consequences of withholding consent; and (5) available alternative procedures or treatments.

“Infraction”--The violation of a disciplinary rule.

“Inquiry”--Not a formal complaint, a request for information.

“Inspection Team”--State Fire Marshall or designee, designated institutional safety officer, Superintendent or designee and Compliance Monitor.

“Institutions” – Institutions is the Department of Corrections Division responsible for oversight and administration of the Community Residential Centers.

“Insurance Coverage”--A statewide system designed to ensure the payment of all lawful claims for injury or damage incurred as a result of the actions of state officials, employees or agents.

“Intake Date”--The date supervision as defined and applied in 108.01, Probation/Parole Services and Community Corrections Mission, is to commence.

“Invoice”--An original billing from the vendor for commodities or services.

“Just Cause”--Generally means, but is not limited to, incompetence, unsatisfactory performance of duties, unexcused absenteeism, dishonesty, gross disobedience, etc. However, different bargaining unit agreements may have different requirements.

“Legal Mail”--Mail and/or correspondence addressed to, and ultimately intended for, one or more of the following individuals and/or organizations: Governor of Alaska, Attorney General of Alaska, Member of the United States Congress for Alaska, Alaska legislators, any court in Alaska or of the United States, Commissioner of the Department of Corrections, Chairman of the Alaska Board of Parole, Ombudsman for the State of Alaska, any attorney licensed to practice in the United States, the Alaska Human Rights Commission, Division of Occupational Licensing, DOC Grievance and Facility Standards Administrator, physician of record for the prisoner, State of Alaska Americans with Disabilities Act Coordinator (Division of Rehabilitation, department of labor) and any organization that assists persons in the exercise of their legal rights, such as the American Civil Liberties Union, National Prison Law Project, or Alaska Legal Services Corporation.

“Legal Materials”--Materials such as copies from case records, agency files, institution law library materials, criminal and civil law materials (where not available through the institution law library), to include letters and documents in the prisoner's possession that might be required in an impending court action and which the prisoner requests to be photocopied in connection with a legal matter.

“Legal Representative”--An attorney-at-law retained by a prisoner or appointed by the court to represent a prisoner. A legal representative may also be a qualified employee of the attorney, a law clerk, or paralegal designated in writing as an agent by the attorney.

“Leisure Time”--Time other than that devoted to work, meals, programs, and housekeeping; time period distinguished from routine prisoner work, program activities or other non-recreational involvement.

“Lockdown”--Confinement of prisoners to their respective cells or living areas within the institution and the discontinuance of prisoner movement to other areas of the facility as may be done under routine and normal circumstances; extraordinary security measure in response to pose a threat to life, property, staff or other prisoners, or to the security or orderly administration of the institution.

“Log”--The legal and permanent bound journal of events occurring in a department facility; special log which may be a computerized record of disciplinary, classification and grievance actions.

“Mandatory Acknowledgments”--Signed receipts from employees that indicate acceptance to abide by certain mandatory rules and regulations. These mandatory acknowledgments ensure distribution of important documents and to require employees to accept responsibility for document content.

“Man-Day”--A portion of any day shall count as a man-day. See also “Prisoner Day.”

“Marriage”--An institution whereby a man and a woman are joined in a social and legal union for the purpose of founding and maintaining a family unit; the rite which the man and woman are joined in marriage in accordance with law.

“Master Count Record”--A record of the location of every prisoner in and out of the institution that is verified by the officer responsible for the count 15 minutes prior to each formal count.

“Master Population Roster”--A complete alphabetical listing of all prisoners officially assigned to the facility with other status indicators specific to each prisoner listed.

“Media”--Any agency or agent that gather and reports news for a general circulation newspaper, news magazine, national or international news service, or radio or television news program for broadcast stations holding a Federal Communications Commission license.

“Medical care”--All care that is not classified as emergency care which is routinely required by operating standards.

“Medically Trained Personnel”--Personnel who meet training standards as approved by the health Care Administrator and are familiar with institutional procedures.

“Minor Violation”--Class B misdemeanor or lesser law violations; Technical violations of supervision conditions other than law violations; or Class A misdemeanor at the discretion of the probation officer.

“Misdemeanor”--Means a crime for which a sentence of imprisonment for a term of more than one year may not be imposed.

“Necessary Dental Service”--Dental work required to provide for the maintenance of nutrition and/or the prevention of pain; does not include cosmetic; and long-term growth and development dental treatments such as orthodontic services.

“News Media”--Representative(s) of newspapers and magazines; national/international news services; and radio/television stations.

“Normal Workday”-- 8:00 a.m. through 4:30 p.m., Monday through Friday excluding declared holidays.

“NITA or ITA”--Notice of Intent to Award or Intent to Award

“Obscene”--(1) Words, gestures, language, books, newspapers, periodicals or other written or pictorial materials that the average person, applying contemporary community standards, would find depicts or describes, in a patently offensive way, ultimate sex acts, masturbation, excretory functions, lewd exhibition of the genitals or sexual sado-masochistic activity; (2) That the work, taken as a whole, appeals to the prurient interest; and (3) That the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

“Offender”--Person brought under the jurisdiction of the Department by Court or Parole Board Order or Conditional Commutation of Sentence by the Governor for purposes of probation, parole or other supervision or as the subject of a presentence investigation report.

“Offender Trust Accounting System (OTA)”--The computer assigned system of accounting for all financial transactions of a prisoner incarcerated; system designed to remove correctional officers from accounting functions; accounting system maintained by the Restitution Unit of the Juneau Central Office.

“Ombudsman”--There is created in the legislative branch of government the office of the Ombudsman. The Ombudsman is appointed by joint session of the legislature. The Ombudsman maintains procedures for receiving and processing complaints, conducts investigations, and reporting findings concerning operations of state government.

“Outpatient Care”--Health care provided when the prisoner remains ambulatory and is not kept in a health care facility overnight.

“Parole Board”--The Alaska Parole Board including current members of the Board and the staff assigned to the Board.

“Parolee”--An adult serving a sentence for violation of state law who has been granted parole by the Alaska Board of Parole who has been released from incarceration by operational law to parole supervision, or a parolee from another jurisdiction.

“Parole Officer”--Probation Officer employee of the Department appointed to supervise probation who may also discharge parole supervision duties.

“Peace Officer”--A public servant with a duty to maintain public order and to make arrests, whether the duty extends to all offenses or is limited to a specific class of offenses or offenders.

“Period Following Infraction”--

- **Initial**--The number of consecutive days immediately following an infraction which begins the day after the calendar date the incident constituting an infraction took place.

Or

- **Subsequent**--The period of consecutive days occurring any time after the initial period of days which need not be consecutive to the initial period following an infraction but must come after an initial period of clear conduct to be valid for consideration.

“Perpetual Calendar”--A calendar of consecutive numbers corresponding with calendar dates beginning January 1, 1956; numerical calendar developed by the Department of Corrections for use by the Parole Board and Time Accounting Record calculations for sentenced prisoners.

“Personal Materials”--Materials such as letters of character reference, school grades transcripts, work records, employment applications or any materials that would assist the prisoner or client in securing a place to reside and/or a place of employment; extra copies of Department documents beyond that which the prisoner is entitled to receive by regulation or policy.

“Pest”--Any destructive insect, plant or animal.

“Petition to Revoke Probation”--Two forms, a petition for a court hearing, and a notarized affidavit alleging specific probation violations.

“Petty Cash”--A cash fund of currency used to procure minor items.

“Physical Examination”--An evaluation of an employee's or prisoner's physical condition and medical history by a member of the institution's health care staff. The formal medical screening conducted by health care personnel that includes a thorough physical examination of a prisoner's person, a detailed health history, and routine laboratory and other clinical tests, as indicated by the examination and necessary to complete the screening.

“Physical Injury”--Means a physical pain or impairment of physical conditions.

“Policy”--Guiding principles that direct present and future actions toward the attainment of specified objectives. Policy statements indicate a general direction and intent. Attainment of standards and the overall goals of the Department are indicative of compliance. The Commissioner of the Department of Corrections establishes policy.

“Post”--An established security assignment or station.

“Posted”--Placed upon a wall, bulletin board or other form of notice generally available to the prisoner population of an institution, such as a prisoner handbook.

“Post Orders”--The specific duties and responsibilities of a security assignment.

“Preponderance of the Evidence”--The evidence used in a disciplinary proceeding indicting the prisoner is more than likely than not to have committed the acts charged.

“Preventive Maintenance Record”--A permanent record in inspections, by whom and the work performed; maintained on-site in close proximity of the equipment, system or facility inspected.

“Prior Year”--Fiscal year immediately preceding the current fiscal year, example: if the current fiscal year is FY17 (ends June 30, 2017), the prior year is FY16.

“Prison Facility”--A building, camp, farm, place or area designated by the Commissioner for detention or confinement of persons accused or convicted of crime, or held under authority of law; a "state prison facility" or "state facility" includes a facility owned by or leased, loaned or granted to the state by the United States or any political subdivision of this state.

“Prisoner”--A person detained or confined for any period of time in a prison facility, whether by arrest, conviction, order of court, or a person held as a witness, or otherwise.

“Prisoner Account”--The prisoner's personal fund account through which the prisoner can pay for items obtained through the commissary, The computer-generated fund account for each individual prisoner under the jurisdiction of the Department.

“Prisoner Day”--Each 24-hour period a prisoner is admitted to the Facility, plus the first day of incarceration, but not the last. See also “Man-Day.”

“Prisoner Organization”--Any prisoner group authorized to conduct meetings and/or social activities within the institution. An organization formed for civic, cultural and educational purposes and not established on the basis of, or for, the furtherance of religious beliefs or principles.

“Prisoner Transportation Coordinator (PTC)”--Departmental employee designated to coordinate all prisoner transportation for the Department and to ensure maximum (best) use of prisoner transportation resources including turn-around use of aircraft.

“Prisoner Transportation Officer (PTO)”--Correctional Officer assigned to the prisoner transportation unit of the department who is trained and equipped to escort prisoners in restraints and under appropriate security conditions via ground and air transportation to and from institutions; Departmental staff designated by the Deputy Commissioner for Operations to transport prisoners.

“Prisoner Transportation Unit (PTU)”--A Departmental Unit of personnel specifically trained and responsible for the transportation of prisoners including transportation officers at each institution and those officers designated as Central Transportation Unit staff.

“Probable Cause”--The level of reliability which arises when the facts and circumstances within the officer's knowledge, including the reasonable inferences that may be drawn from the facts and circumstances, and of which the officer has reasonably trustworthy information, are sufficient to warrant a reasonable person to believe that the suspected item, condition or circumstance exists and justifies action. Reasonable belief that a person is guilty as charged. Blackstone’s dictionary.

“Institutions”—That division of the Department, which is responsible for the supervision of all probationers, parolees, and conditional commutees who are authorized to participate in community activities during the service of a sentence imposed by the Court, parole as authorized by the Parole Board or conditional commutation of sentence by the Governor

“Probationer”--An adult who has been convicted of a felony crime and ordered to a term of probation; may occasionally include misdemeanor from the District Court.

“Probation/Parole Officer”--Probation or parole officers assigned to the Department of Corrections.

“Procedure”--The sequential activities that must be executed to ensure that a policy is fully implemented. Procedures are the methods for performing an operation or proceeding on a course of action and specify the activities to be performed by employees. Procedures differ from the policy in that they relate how-to direct activities for performing a specific task within the general guidelines established by policy.

“Program Receipts”--Revenue generated from program activity which is designated by law through appropriations to be expended for the operations of that program.

“Program Report”--A summary of activities submitted by a manager or supervisor of a program including a statistical report and a narrative description of program activities.

“Programming”--A pre-arranged plan of action designed to correct a deficiency.

“Program Staff”--Institutional Probation Officer, Psychological Counselors, education Associates, designated Correctional Officers and other institutional staff, contractors, and volunteers assigned to institutional program duties.

“Progressive Discipline”--Ever increasing degrees of discipline generally used to correct inappropriate behavior: (1) An employee who has violated a rule or procedure is verbally warned that if the same infraction occurs again within some specified time frame, the degree of disciplinary action will be increased; (2) if the employee again violates the same or similar rule within the specified time frame, the employee will be given a written warning which will be placed in his/her personnel file. The employee will be told that, if the conduct is repeated within a specified time frame, the employee will be disciplined again, but more severely; (3) If the employee again commits the violation in the same or similar manner and within the specified time frame, he/she will be suspended from employment for a period of time without pay. This action automatically results in loss of leave accrual for the pay period. The notice of suspension should also clearly state that more severe disciplinary action up to and including dismissal may result if another such infraction occurs within a stated period of time; and (4) Continued violation of the same rule within the specified time may result in dismissal.

“Property Storage Box”--A box with detachable lid measuring 10 1/2 x 12 x 15 inches.

“Proposal”--The Proposal (or offeror) together with all appendices and addenda thereto, including the Proposal Package.

“Prosthetic”--Medical or dental appliance designed to serve as an artificial replacement for a body part or function or as an adjunct to such function: includes artificial limbs, dentures, hearing aids, pace makers, artificial eyes, glasses, contact lenses, orthopedic braces or shoes, walkers, canes, wheel chairs, etc.

“Psychotropic Medication”--The name given to a group of drugs that are commonly utilized to control or eliminate the apparent symptoms of mental illness. The regular administration of these drugs may allow mentally ill prisoners to return to and participate in general prison population activities; include antipsychotic, antidepressant drugs, medications which may produce adverse side-effects in some patients; other drugs which may be prescribed in conjunction with these medications in order to reduce or eliminate potential side-effects.

“Punitive Segregation”--The segregation of a prisoner who has been found guilty of committing a prohibited act(s) and has had confinement to an individual cell, separate from the general population, imposed as punishment for the infraction; may include confinement to quarters or weekend or holiday lockups.

“Qualified Outside Fire Inspectors”--Local and state fire officials or other person(s) qualified to perform fire inspections.

“Recognized Religious Practice”--A religious belief, faith, denomination, sect, or group supported by literature stating faith principles and recognized by a group of persons who share common ethical, moral or religious views which are not defamatory, racial, political, derisive, or subversive in nature.

“Refusal of Treatment”--The lack or absence of consent or agreement to receive treatment, examination or procedure by a prisoner after receiving factual information regarding the nature, risks and alternatives of the proposed medical treatment, examination or procedure.

“Registered Nurse (RN)”--A nurse licensed to practice in the State of Alaska; experienced in emergency and/or psychiatric medicine.

“Regular Bed Rate”—The daily bed rate charged per “Prisoner Day” or “Man Day” with no minimum and maximum guarantee. The Department shall only pay for the actual number of “Prisoner Days” or “Man Days”. See also “Prisoner Day” and “Man Day”.

“Reimbursable Medical Costs”--Those medical, dental, and mental health costs payable by DOC.

“Release Date”--The date on which a prisoner is scheduled to be released as established by good time calculation, court order, or parole board action.

“Religious Activities”--Activities conducted by or under the auspices of the Chaplaincy Coordinator and designed specifically for religious worship, instruction, guidance or counseling.

“Religious Coordinator”--An employee of the institution designated by the Superintendent and assigned the responsibility of reporting, reviewing, and scheduling in cooperation with the Chaplaincy Coordinator, all religious programs in the institution.

“Religious Diet”--A prescribed allowance or selection of food for consumption with reference to a particular recognized religious belief.

“Remand”--Commitment to the custody of the Department of an individual by means of a lawful on-view arrest by law enforcement officer, arrest warrant, court order or other lawful jurisdiction such as Probation, Parole or Federal Authority.

“Report Month”--The first through the last calendar day of a calendar month.

“Reprisal”--An act of retaliation.

“Research”--Activities, which systematically investigate or constitute experimentation for the discovery or interpretation of facts.

“Responsible Physician”--A physician employed by, or under contract with, the state, who is responsible for all matters of medical judgment relating to prisoner medical care in the institution. The responsible physician shall be fully licensed and authorized to practice medicine in the State of Alaska.

“Restitution”--Repayment to a victim for damages or injuries caused by the offender's criminal acts.

“Restitution Center (CRC)”--A residential center in the community which provides certain non-violent prisoners the opportunity for rehabilitation through community service and employment while protecting the community through supervision and partial incarceration and creates a means to provide restitution to victims of crimes, payment of court ordered fines, dependent support, prisoner cost of care, and other prisoner expenses.

“Restraint”--Security device designed for and applied to prevent the commission of violent or destructive acts including:

- **Hard Restraint**--Metal shackles such as handcuffs, leg irons, belly chains, and the like.
- **Soft Restraint**--Devices generally of leather, nylon, canvas or plastic such as strait-jackets, wrist and ankle straps with or without connecting belts, plastic wrist and ankle cuffs known as Poesy Cuffs, and restraint netting.

“Restricted Drugs”--Any drug that lends itself to abuse by prisoners and designated as "restricted" by the Health Care Administrator.

“Restricted Item”--Items routinely used for medical purposes which may be put to an legitimate use; includes needles (hypodermic), syringes, rubber, plastic and glass tubing, scalpels and scalpel blades, rubber bulbs, etc.

“Retraining Program”--A specialized plan of action to address identified areas of deficiency in an employee's job performance.

“RFP or Request”--This Request for Proposals, together with all amendments and addenda thereto.

“Riot”--A disturbance beyond the control of the on-duty security staff.

“Risk”--A significant possibility as contrasted with a remote possibility that a certain result may occur or that certain circumstances may exist.

“Risk/Need Assessment”--A classification scale to determine the risk/need of probationers and parolees that reflects their situation, service needs, and risk of continued criminal activity.

“Sally Port”--A secure enclosure with two gates that may never be opened simultaneously.

“Second Degree of Kindred”--Means father, mother, son, daughter, brother, sister, grandfather, grandmother, grandson, grand-daughter, uncle, aunt, niece, or nephew, in a full, half, or step relationship.

“Sentence Computation”--The formula for determining the exact time period a prisoner is expected to serve. The time accounting method including consideration of the court-imposed sentence and all other factors that lawfully affect time actually served.

“Separatee CMS (Central Monitoring Status)”--A person or prisoner from whom a prisoner must be kept separate; an individual who must not be housed in the same institution, jail or prison with the prisoner from whom he or she must be kept separate.

“Serious Physical Injury”--Physical injury caused by an act performed under circumstances that create a substantial risk of death; or that causes serious and protracted disfigurement, protracted impairment of health, protracted loss or impairment of the function of a body member or organ, or that unlawfully terminates a pregnancy.

“Serious Violation”--All felony behavior; Class A misdemeanor(s), except in the instance where the supervising probation officer's discretionary authority may denominate the misdemeanor as a minor violation; and technical violation(s) that in and of itself constitutes a criminal act or jeopardizes the property or safety of another person.

“Service Commencement Date”--The first day that Prisoners are received at the Facility.

“Sexual Harassment”-- (A violation of Section 703 of Title VII of the Civil Rights Act) unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

“Shake-down Search”--A meticulous search of a designated area accomplished by moving items, surveying the contents of containers, opening fixtures and closely scrutinizing all items and surfaces to detect security problems and identifying and removing contraband.

“Sick Call”--An organized method of screening, diagnosis and treatment of a prisoner's health problems at regularly scheduled times through a meeting between medical staff and individual prisoners.

“Skill Enhancement Program”--An activity or course of study designed to improve an employee's job performance through the use of classroom lecture, seminars, on-the-job- training (OJT), conference attendance or instructional demonstrations of techniques for application in specific job assignments.

“Smoking Area”--An area set aside and designated by the appropriate authority where smoking material may be used.

“Smoking Material”--Items such as cigarettes, cigars, electronic cigarettes, and pipes.

“Social Science Research”--Includes, but is not limited to, studies involving the use of interviews, questionnaires and reviews of case records; this does not include any study which will expose research subjects to the possibility of physical, psychological or other harm as a consequence of their participation in the study.

“Special Meals”--Meals or food prepared for special occasions, e.g., holidays, that may accommodate cultural preferences.

“Special Medical Need”--The serious and complex medical treatment and care needs of a prisoner that, because of the nature of the medical condition or the extraordinary costs involved in the treatment, cannot be provided within the State of Alaska.

“Special Needs Prisoners”--Prisoners who’s mental and/or physical conditions require special accommodation and/or treatment by staff.

“Standard Adjustment”--A mathematical means of converting a sentence term to calendar days of service by subtracting one day, or by converting calendar days of service to a sentence term by adding one day.

“Standard Information”--Information required for administrative and operational management such as the Statewide Daily Count Sheet, Departmental Fact Sheet, Monthly Statistical Report, and the Probation/Parole Caseload Register.

“Standard of Conduct”--A set of rules describing expected and acceptable standards of conduct for all employees to include contract and sub-contract employees.

“Standard Operating Procedures (SOP)”--The detailed outline of specific activities or actions required to implement and enforce department policies.

“Standards” or “Operating Standards”--The standards described in the RFP and the Proposal, including without limitation, applicable federal, state and local laws, codes, regulations, constitutional requirements, Court Orders, Department policies and procedures set for in the appendix, as revised, or made applicable to the Contractor at a later date by written notice from DOC. If two or more Standards are in conflict, the more stringent shall apply, as determined by DOC. If any provision of the Contract is more stringent than an applicable Standard or Standards, as determined by DOC, the Contract provisions shall govern.

“Standards Officer”--Formerly known as “Compliance Officer”.

“State”--The State of Alaska, or the Alaska Department of Corrections.

“State Fire Marshall”--The State fire official qualified to perform fire inspections.

“State Prison System”--All state prison facilities owned, leased, or operated by the Department of Corrections that holds persons charged with or convicted of violations of law or otherwise held under authority of state law.

“Statutory Good Time (SGT)”--This good time is awarded with the intent to motivate prisoners to sustain control over their behavior, to the extent that the prisoners observe the rules of conduct, which are set forth in regulations of the facility, in which the prisoners are incarcerated.

“Strip Search”--A visual search of a person that requires the complete removal of clothing; includes a visual body cavity search.

“Subcontract”--Any agreement entered into by the contractor with another entity to provide services and supplies to perform contract services.

“Substance Abuse Screen”--A laboratory examination or field test of blood, breath, or urine to determine recent use of alcohol or other drugs.

“Substantial Risk”--Condition wherein it is substantially certain that a given result may occur or that given circumstances may exist.

“Supervision”--Regular and systematic control and guidance provided for offenders placed on probation or parole and under the jurisdiction of the Department of Corrections; the monitoring of probationer and parolee behavior to ensure compliance with conditions of conduct and conformance to lawful standards; may include surveillance, substance screening, case record management, office and home visits, resource referral, etc.

“Tableware”--Multi-use eating and drinking utensils.

“Technical Violation”--An act contrary to a supervision condition other than a violation of law.

“Therapeutic Diet”--Special meals or food prescribed by a physician, dentist or other medical staff as part of a patient's treatment.

“Tours, Official”--A tour given to individuals or groups directly related to the operation of the institution, such as the Grand Jury, visiting legislators, etc.

“Tours, Regular”--A tour given to individuals with a genuine interest in corrections and for whom the tour might prove to be beneficial and/or enlightening, such as college students, representatives of the criminal justice system, or news media representatives.

“Toxic”--A poisonous material that can destroy the life or health of a human being, animal or plant.

“Traditional or Rural Alaska Lifestyle”--A way of life as reflected by a person who is not fluent in the English language and communicates predominantly in an Alaska Native dialect; or an individual whose entire life has been spent essentially in a village or rural setting with a population of 1,000 or less, which is not connected by roadway or ferries to a metropolitan community of greater than 1,000 population. A person from a setting with a population greater than 1,000, such as Juneau, Nome, Barrow or Kotzebue may fall within this category if the totality of the circumstances indicates a background such as a rural Alaskan whose social experience is typified by in-village or remote residence with his or her conduct and means of livelihood being of a subsistence nature and lacking in exposure to non-rural life and having

negligible commercial work experience for wages. Time spent for schooling at Mt. Edgecumbe in Sitka does not in and of itself exclude a person from being classified as having maintained a traditional, subsistence or rural Alaskan lifestyle.

“Training”--Formal classroom instruction; on-the-job training under the direction of an instructor; training meetings or conferences which include a formal agenda and instruction by a teacher, manager or official; printed and/or self-study training; physical training; or other instructional programs which include a trainer/trainee relationship. Training programs usually include requirements for successful completion, attendance recording and a system for recognition of completion.

“Training Staff”--An employee assigned full or part-time whose assigned duty is training.

“Treatment Costs”--The cost paid by the offender that fulfill the Court ordered treatments or evaluations.

“Unconditional Discharge”--An individual is released from all supervision arising from a conviction and sentence, including court, Institutions jurisdiction.

“Unforeseen Circumstances”--Those acts or occurrences beyond the reasonable contemplation of the parties at the time of the execution of the contract which materially alter the financial conditions upon which the Contract is based. This is provided that such acts shall not include acts within the control of the party claiming an unforeseen circumstances or changes in law or regulation. Unforeseen circumstances shall include the failure of the Legislature to appropriate funds.

“Unit”--Program component of an institution or community corrections sub-component.

“Unsentenced Prisoner”--A prisoner who is awaiting trial, sentencing, or probation/parole revocation.

“Updated Presentence Report (PSI) (PSR)”--A court ordered confidential report bringing current the information in the most recent report of the same case number. This report is used for the same purpose of the original presentence report.

“Urgent Care”--Care medically necessary to prevent deterioration, other than normal aging, of a prisoner’s health that results from an unforeseen illness or injury and the care cannot be delayed.

“Utensil”--A tool used in the service, preparation, transportation, or storage of food.

“Vegetarian Diet”--Meals prepared from vegetable sources or a combination of plant food and dairy products exclusive of meat to sometimes include eggs.

“Victim”--The victim of a felony crime against person; or, if the victim is deceased, a minor or incapacitated, the spouse, child, parent, sibling or legal guardian of the victim; victim of a felony crime against person perpetrated by an individual or individuals convicted and sentenced to incarceration for the act(s) on or after October 3, 1984.

“Violation”--An act contrary to law, ordinance or condition of supervision.

“Visit”--Physically on-site at an institution, facility or office of the department for purposes of speaking with or questioning staff and/or clientele or to be shown files, records and/or procedures.

“Volunteer”--Individual certified and cleared as non-paid in-service aid or assistant in accordance with Departmental Policy; Citizens from the community who donate time and effort to enhance the activities of an institutional program; off-duty staff or employees not employed at the institution who volunteer time and effort.

- **Occasional**--Any person who provides a one-time, infrequent and not regular non-paid volunteer task or service.
- **Regular**--Any person who has completed the requirements pursuant to becoming a volunteer and who is engaged in specified volunteer activities on an on-going and regularly scheduled basis.

“Warrant”--An order to arrest and detain an offender issued by the court or the parole board depending on supervision jurisdiction.

“Worker's Compensation”--A statewide system of benefits for employees who are disabled by job related injury.

“Working Day”--A 24-hour period of which no portion includes a Saturday, Sunday, or holiday; in computing a period of time prescribed or allowed by appeal policies and pertaining to "working day", the day of the act, event, or default from which the designated period of time begins to run is not to be included; the last day of the period is to be included, unless it is a Saturday, a Sunday or a legal holiday, in which case the period runs until the end of the next working day. A half-holiday is considered as other working days and not as a holiday.

“Yearly Inspection”--On-site inspection carried out by authorized personnel, designated by the Director of Institutions, consisting of technical examination or test of works and buildings to determine their physical condition with respect to prescribed standards and departmental policy.



State of Alaska
Department of Corrections
REQUEST FOR CLEARANCE

Contractor/Contract Staff Background
Check

Date: _____

Applicant Name: _____

Mailing Address: _____

Purpose of this check: _____

Date of Birth: _____ Social Security # : _____

Alaska driver's license #: _____

Other states applicant has resided in and the dates: _____

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

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

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

Clearance requested by (Contractor): _____

Address: _____ Phone: _____

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

Signature of applicant: _____ Date: _____

Contractor's signature: _____ Date: _____

DO NOT WRITE BELOW THIS SECTION

* * * * *

APSIN/WANTS: Clear: _____ Wants: _____ See Attached: _____

NCIC/WANTS: Clear: _____ Wants: _____ See Attached: _____

Criminal History Check (AK) No record found: _____ See Attached: _____

Criminal History Check (other states) No record found: _____ See Attached: _____

Request Granted: _____ Request Denied: _____

Reason for denial: _____

Director/Superintendent (or designee): _____ Date: _____

ALL SEXUAL BEHAVIOR IS PROHIBITED
ZERO-TOLERANCE POLICY
PRISON RAPE ELIMINATION ACT (PREA)

1. Alaska Department of Corrections Policy and Procedure 808.19 Prisoner Rights, Sexual Abuse / Sexual Assault and Reporting establishes a **zero-tolerance** policy toward sexual misconduct and provides guidelines and procedures consistent with the Prison Rape Elimination Act (PREA) to reduce the risk of sexual misconduct within the correctional setting.
2. Sexual assault, sexual misconduct, and sexual harassment, or any type of sexual behaviors are PROHIBITED.
3. Types of Sexual Assault, Misconduct, and Harassment
 - Prisoner-on-employee/contract worker/volunteer
 - Employee/contract worker/volunteer-on-prisoner
 - Prisoner on prisoner
4. Acts of Sexual Assault, Misconduct, and Harassment
 - **There is NO allowable consensual agreement between DOC employees, contract workers, volunteers, or offenders to engage in ANY sexual behavior or act.**
 - The physical act
 - The attempt of the physical act, including inappropriate touching and exhibitionism.
 - Threats, intimidation, and actions/communications meant to coerce or pressure another to engage in the inappropriate act.
 - Retaliation against individuals reporting prohibited sexual behavior is prohibited and punishable.
5. All Department personnel, contractors or volunteers who receive information concerning prisoner sexual misconduct or have reasonable belief to suspect a prisoner is a victim of sexual misconduct or observe an incident or behavior shall immediately report the information to the most appropriate supervisory staff. The information shall be documented on an Incident Report form 809.03A.
6. Prisoners may report allegations of conduct prohibited by Policy and Procedures 808.09, including threats of sexual misconduct to any Department employee, contractor, or volunteer. The such allegation may be reported verbally, in writing, or may be made by a third party.
7. All reports of prohibited sexual behavior will be referred to a law enforcement agency for investigation and referral to the Alaska State Troopers by the Department of Corrections.
8. Privileged communications between ordained clergy, medical or mental health staff, and clients does not extend to the matter that threatens the safety of the institution, staff, or prisoners; if it contains a threat to public safety or if it is specifically addressed by state statutes.
9. Confidentiality: All information related to a victim of sexual abuse or sexual harassment shall be considered confidential and shall be released only to those who need the information to perform their official duties.

I HAVE READ, UNDERSTOOD, AND AGREE WITH THE ABOVE RULES.

*** I also acknowledge that I have been informed of my Prison Rape Elimination Act Responsibilities.***

Name (print and sign)

Date