



Issue Date: November 21, 2024

ATTN: Vendors

RE: RFP Name: Nome CRC Services (45 Beds)
RFP Number: 2025-2000-0087
RFP Location: Nome, Alaska
New RFP Deadline Date and Time: **December 3, 2024 @ 2:00 p.m. local time**

Addendum # Three (3)

This addendum forms a part of the contract documents. All other items remain the same. In case of conflicts between this addendum and previously issued documents, this addendum shall take precedence.

1. Delete all references to "Regular bed rate" from the RFP and in its entirety.
2. Delete all reference to "December 1, 2024, Contract start date" in its entirety. Replace with "**January 1, 2025, Contract start date**".
3. On Page 52, SEC. 3.07 Contract Price Adjustments, of the Original RFP, change Contract Price Adjustments to read as follows:

SEC. 3.07 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through **June 30, 2026**.

If the resulting contract is renewed, the Department of Corrections will provide an inflation adjustment to the Per Diem bed rate at the start of FY27 (July 1, 2026). Price adjustment will then be provided annually at the beginning of each fiscal year throughout the life of the contract. The adjustment is capped at 3% per annual renewal period. No future adjustment to the capped amount will be allowed.

4. Delete the Original RFP **Cost Proposal form**, Page 91 and replace with: See attached Cost Proposal form Amendment #1 (1 page).

The following are questions from interested parties and the department's responses:

1. Sec. 1.01 PURPOSE OF THE RFP (Page 4)

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.

- a) Question: What is the difference between a regular or per diem bed rate?

DOC RESPONSE: Regular Bed Rate is deleted from the RFP in its entirety.

- b) Question: Will the Department consider paying for a bed whether filled or unfilled? We note another Department provider for 40 CRC beds in Juneau is currently paid a per bed per day rate whether filled or unfilled.

DOC RESPONSE: Yes.

2. SEC. 1.07 RETURN INSTRUCTIONS (Page 5)

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.

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.

Question: Will the Department confirm that a submittal via email is in lieu of submitting a hard copy submittal?

DOC RESPONSE: DOC will accept electronic submission.

3. SEC. 1.13 ALTERNATE PROPOSALS (Page 7)

Offers 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.

Question: Will the Department accept the submission of an alternate proposal (e.g., a combination of a monthly management fee and a nominal per diem, only two security monitors per shift instead of the required three) that will result in cost savings?

DOC RESPONSE: Yes.

4. SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION (Page 9), SEC. 3.01 SCOPE OF WORK

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.

- a) Question: Will the Department confirm whether the statement aforementioned above applies to all offender categories, or will the requirement only apply to specific categories of offenders. For instance, “unsentenced” and “confined” placements are not authorized in the community without direct supervision of CRC staff, this affects the individual from attaining a “full workweek of at least forty hours”. Additionally, if a “furlough” or “probation/parole” may not have a specific stipulation requiring them to attend programming at the CRC, will they still be required to engage in these services?

DOC RESPONSE: *Residence must be engaged in approved employment, education or community work services project or some combination of these activities at the direction of their assigned Probation Officer. This applies to furlough placements and or probation / parole placement.*

- b) Question: Will the Department confirm if exceptions can be made on a case-by-case basis for residents who may have limitations to engage in employment, education, or community work service projects that constitute a full workweek of at least forty hours due to religious, medical, mental health, or other treatment related reasons. If so, will the facility be required to submit any formal request to permanently or temporarily waive this requirement to the contracting agency for review and approval before permitting the exception?

DOC RESPONSE: *Exception will be made on case by case basis for residence at the direction of the signed Probation Officer.*

5. SEC. 3.01 SCOPE OF WORK (Page 18), STAFFING & HUMAN RESOURCES

A. Staffing Plan/Vacancies

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.

- a) Question: Does a “vacant position” include professional position (need to clarify)?

DOC RESPONSE: *Yes.*

- b) Question: Will the Department consider any position (facility or professional) vacant that is subject to an assessment of penalties after 60 days? It is not

practical to recruit, hire, background check, train, and deploy a new employee within 30 days due to the remote location.

DOC RESPONSE: Yes.

6. SEC. 3.01 SCOPE OF WORK, STAFFING & HUMAN RESOURCES

I. Security and Background Checks

(Page 18) 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.

Question: Can the bidder propose only two security staff instead of three per shift (as required) for cost savings? The incumbent provider for the Nome CRC (45 beds), has been safely operating with only two security staff per shift under a waiver from the Department.

DOC RESPONSE: Yes. The department is looking at all options including for 2 security staffs per shifts.

7. SEC. 3.01 SCOPE OF WORK, STAFFING & HUMAN RESOURCES

(Page 22) I. Security and Background Checks

Case Management staff, working with program offenders, should be allocated at a ration of one for 30-40 residents.

And

(Page 46) CASE MANAGEMENT & PAROLE PLANNING

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.

a) Question: Which type of offender (i.e., Furlough Placement, Designated Non-Program Placements, and Court Ordered Placements) does the ratio apply to?

DOC RESPONSE: DOC will apply to all offenders categories.

b) Question: On page 22 it states a case management staff ratio of 30-40 and on page 46 it states 50-40. The 2010 AKDOC Operational standards allow for a case management ratio of 50-60. Will the Department allow for the facility to operate at a case management staff ratio of 1:45, if not, please advise how many case managers are required for this procurement at maximum capacity?

DOC RESPONSE: Yes.

8. SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION (Page 21), SEC. 3.01 SCOPE OF WORK, STAFFING & HUMAN RESOURCES

I. Security and 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, notating 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.

And

(Page 24) "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".

QUESTION: In Attachment 13 it references the State of Alaska Department of Corrections Request for Clearance-Contractor/Contract Staff Background Check. The RFP appears to suggest that one of the background check requirements may be used in lieu of the other, will the Department please confirm with this is correct or if both the Attachment 13 and DPS record must be completed for all applicants?

DOC RESPONSE: *The background check may NOT be used in lieu of the others. Yes, the Attachment 13 and DPS records (ASPIN) must be completed for applicants.*

9. SECTION 3 SCOPE OF WORK & CONTRACT INFORMATION (Page 22), SEC. 3.01 SCOPE OF WORK, STAFFING & HUMAN RESOURCES

I. Security and Background Checks

Have a valid Alaska Drivers license and be insured by the contractor

a) Question: On page 22 it states staff must have a valid Alaska driver's license and be insured by the contractor. Given the remote location of the facility, our staff may not have a driver's license, or may have a driver's license from another state. Will the Department accept a state of Alaska identification card or an out of state driver's license in lieu of an Alaska driver's license for identification purposes? We understand that no employee may operate a vehicle for the facility unless they have a valid driver's license.

DOC RESPONSE: Yes

b) Question: If the above answer is yes, will the Department confirm newly hired staff will have 6-months to obtain an Alaska driver's license.

DOC RESPONSE: *Per the State of Alaska DMV: "You are welcome to drive in Alaska for up to 90-days with a valid out of state license. You would need to obtain an Alaska License at that time. For Commercial driver licenses, you must obtain an Alaska CDL within 30 days of becoming a resident."*

10. SEC. 3.01 SCOPE OF WORK (Page 26), FISCAL MANAGEMENT PRACTICES
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 Contractors 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.

Question: Will the Department accept an electronic copy of financial statements in the form of a link where this information can be publicly viewed online in lieu of including the financials as an attachment?

DOC RESPONSE: Yes.

11. SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION (PAGE 35), SEC. 3.01
SCOPE OF WORK
EDUCATIONAL SERVICES

The contractor will provide offenders with an education program 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 Reconciliation Therapy (MRT), victim impact services, and special assistance to bring clients into compliance doing community work service and paying restitution.

a) Question: Will the Department confirm whether the statement aforementioned above applies to all offender categories, or will the requirement only apply to specific categories of offenders?

DOC RESPONSE: *DOC will apply to all offenders categories.*

b). Question: If the requirement only applies to specific offender categories, will the Department clarify which offender categories these services apply to?

DOC RESPONSE: N/A.

12. SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION (Page 35), SEC. 3.01
SCOPE OF WORK, EDUCATIONAL SERVICES

(Page 37-38) 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.

a). Question: Will the Department confirm whether the aforementioned Experience and Qualifications only applies to individuals delivering Educational Programming and Instruction services (ABE/GED, Academic Counseling, and other educational components).

DOC RESPONSE: Yes.

b). Question: Will the Department confirm the aforementioned Experience and Qualifications does not apply to Case Management staff, Security staff, Food Service staff, and Administrative staff who deliver other services to program participants including but not limited to: enhanced surveillance, enhanced supervision, cognitive restructuring/social skills development, Moral Reconciliation Therapy (MRT), victim impact services, anger management course, parenting classes, and special assistance to bring clients into compliance doing community work service and paying restitution?

DOC RESPONSE: Yes.

13. SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION (Page 39), SEC. 3.01 SCOPE OF WORK, SECURITY AND CONTROL

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.

a). Question: Given the closest medical facility that may be able to perform these services is a hospital, will the Department allow for a urinalysis test to be sent to a third-party vendor to analyze the contents in order to confirm any detected substances in lieu of a blood test?

DOC RESPONSE: Yes.

b). Question: If the answer to the above is no, will the Department conduct the blood

draw and submit for testing, or will it be set up for completion at the local hospital? If the draw is to be completed at the hospital, who is responsible for the coordination and transport for these appointments?

DOC RESPONSE: See answer above.

14. SEC. 3.01 SCOPE OF WORK (Page 50), SUPPORT SERVICES,

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

I. 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.

Question: Will the Department accept an electronic copy of financial statements in the form of a link where this information can be publicly viewed online) in lieu of including the financials as an attachment?

DOC RESPONSE: Yes.

15. SEC. 3.01 SCOPE OF WORK (Page 51), SUPPORT SERVICES

5. Billing for Services

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)

Question: Will the department please provide the invoice attachment?

DOC RESPONSE: Continue to use the GEO invoice process and certification as has been the applied practice.

16. SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE (Page 52)

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.

A) Question: Is the length of contract ending on JUNE 30, 2025, or NOVEMBER 30, 2025?

DOC RESPONSE: June 30, 2025.

B) Question: Will the options renewal commence on JULY 1 or DECEMBER 1 of each year?

DOC RESPONSE: July 1, 2025.

C) Question: Can the optional renewals be effective upon mutually agreement between the Department and the Contractor?

DOC RESPONSE: Yes.

D) Question: What is the length of each optional renewal (e.g., 12 months)?

DOC RESPONSE: 12 months.

17. SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE (Page 52)

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.

Question: Can any extension of the contract excluding any exercised renewal options only be effective upon mutual agreement between the Department and the Contractor?

DOC RESPONSE: No.

18. SEC. 3.04 PROPOSED PAYMENT PROCEDURES (Page 52)

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.

QUESTION: Will the Department allow a Contractor to provide annual pricing for the optional renewals to account for cost-of-living increases? We note the per bed per day rate of another Department provider for 40 CRC beds in Juneau increases by two percent annually for each optional renewal.

DOC RESPONSE: See revise Section 3.07 above.

19. SEC. 3.05 PROMPT PAYMENT FOR STATE PURCHASES (Page 52)

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.

QUESTION: What is meant by a printed warrant in the last sentence?

DOC RESPONSE: *State issued check.*

20. SEC. 3.30 NON-COMPLIANCE PENALTIES (Page 60), 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 disputed between the parties.

QUESTION: Will the Department please confirm if 40 days is a typo?

DOC RESPONSE: *Yes. 60 days.*

21. SEC. 3.30 NON-COMPLIANCE PENALTIES (Page 61), 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.

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.

QUESTION:

a). Will the Department consider any position (facility or professional) vacant that is subject to an assessment of penalties after 60 days? It is not practical to recruit, hire, background check, train, and deploy a new employee within 30 to 40 days whether it is a facility or professional position.

DOC RESPONSE: *Yes.*

b). Will the Department define which positions are considered professional positions?

DOC RESPONSE: *To be determined based on contractor staffing plan proposal.*

c). Can the Department please confirm if 40 days is a typo?

DOC RESPONSE: *Yes. 60 days.*

22. SECTION 4. PROPOSAL FORMAT AND CONTENT (Page 65)
SEC. 4.01 INTRODUCTION, General Information

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.

Question:

a). Will the Department clarify where the 100-page counts starts?

DOC RESPONSE: 100 pages begins with the cover page.

b). Will the Department clarify if the 100-page count includes the cover page, TOC, and required forms?

DOC RESPONSE: Yes.

c). Will the Department clarify if the cost proposal is included in the 100-page count, as it needs to be included separately?

DOC RESPONSE: No. Cost proposal needs to be separated.

d). Will the Department clarify if there is a page limit on the cost proposal?

DOC RESPONSE: There is no page limit for the cost proposal.

23. SEC. 6.07 CONTRACT NEGOTIATION (Page 83)

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.

QUESTION:

Will the Department allow negotiations to take place by alternative means in lieu of in person, such as via telephone or Microsoft Teams?

DOC RESPONSE: DOC will conduct negotiations via telephone or Microsoft Teams.

24. SEC. 6.25 SUPPLEMENTAL TERMS AND CONDITIONS (Page 88)

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 terms(s) or condition(s) will be considered null and void. After award of contract:

QUESTION: Will the Department please confirm if "Section 6.08 Right of Rejection" is a typo as, the Right of Rejection is in Section 6.19?

DOC RESPONSE: Yes, this is a typo.

25. COST PROPOSAL FORM – ATTACHMENT 1 (Page 91).

QUESTION: If the Department allows for alternate proposals, can the Contractor adjust the Cost Proposal Forms accordingly?

DOC RESPONSE: See attached revise cost proposal form.

26. STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICE – ATTACHEMENT 5 (Page95)

Article 2. Performance of Service: 2.2 and 2.3

Article 4. Considerations: 4.1

Question: Will the Department provide an electronic copy of Appendix B, C, and D?

DOC RESPONSE: See attached State Agreement Form Appendix A and Appendix B2 (Indemnity and Insurance – Professional).

27. APPENDIX A, GENERAL PROVISIONS (Page 97), 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 provision of this contract for services rendered before the effective date of termination.

Question: Can the Contractor terminate this contract, in whole or in part, when it is in the best interest of the Contractor?

DOC RESPONSE: No.

28. BUDGET DETAIL SUBMISSION FORM – ATTACHMENT 7 (Page 106)

QUESTION:

a). Can the Contractor provide a separate Budget Detail Submission Forms for each of the five contract years (including optional renewals) to account for cost-of-living increases?

DOC RESPONSE: Yes.

b). Section 3.02 Contract Term and Work Schedule (page 52) states the length of the contract will be from the date of award, approximately DECEMBER 1, 2024 through JUNE 20, 2025 with optional renewals at the state's sole discretion up to NOVEMBER 20, 2029. If (i) the first year of the contract is only 7 months (DECEMBER 1, 2024 – JUNE 30, 202), and (ii) the answer is yes to question a) above, shall the first year budget detail submission form only reflect 7 months?

DOC RESPONSE: Yes.

c). If the Contractor is a privately owned organization, can it add a separate row under "Total Indirect (Profit Margin)" to identify between Indirect Costs and a Profit as noted in the section below?

SEC. 4 PROPOSAL FORMAT AND CONTENT (Page 68), Budget Submission Information
5) Profits

Profits 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.

DOC RESPONSE: Please include both indirect cost and profit margin in the same row.

This addendum is considered part of the Request for Proposal (RFP) and is to be acknowledge on your RFP proposal.

Please contact me if you have any questions.

Sincerely,

Michael Lim

Michael Lim
Procurement Manager

cc: Daniel Traxinger, Project Manager

End of Addendum

COST PROPOSAL FORM (Revised)

Community Residential Center (CRC) – 45 Per Diem Rate Beds,
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 Per Diem Bed Rate

# 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 _____

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
9. Contractor		
hereafter the contractor		
Mailing Address	Street or P.O. Box	City
		State
		ZIP+4

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
Department/Division	Date	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.

APPENDIX B²
INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management