

STATE OF ALASKA REQUEST FOR PROPOSALS



SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES

WCC, KENAI, AK

RFP 2027-2000-0003

ISSUED DATE: MARCH 2, 2026

ISSUED BY:

DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

ALLAN OYAO
PROCUREMENT OFFICER
ALLAN.OYAO@ALASKA.GOV

(907) 269-5910

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections, Division of Health and Rehabilitation Services, is soliciting proposals from qualified vendors to provide substance use disorder (SUD) treatment services at Wildwood Correctional Complex in Kenai, Alaska.

The successful offeror will be part of a multi-disciplinary team working within the correctional institutions to provide substance use disorder screenings, assessments, and evidence-based treatment programs.

SEC. 1.02 BUDGET

Department of Corrections, Division of Health and Rehabilitation Services, has established a firm budget for this contract. Funds are limited, and negotiations may be necessary depending upon the cost proposal submitted. Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation and programmatic needs.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM prevailing AKST on March 27, 2026**, as indicated by postmark or email timestamp, and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE & QUALIFICATIONS

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

- The offeror must be qualified to provide substance use disorder treatment services within the State of Alaska prior to contract award. To be qualified to provide substance use disorder treatment in Alaska, the offeror must possess a Department Approval Certificate from the Department of Health - Division of Behavioral Health (DOH) as outlined in 7 AAC 70.030.

An offeror shall produce the DOH certificate within 3 business days of the department's request. Offeror's unable to submit an approved DOH certificate within the time required will cause their proposal to be considered non-responsive, and their proposal will be rejected.

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

Minimum Staffing Qualifications:

All staff working under this contract must hold a Qualified Addiction Professional (QAP) full approval designation from the Department of Health (DOH), Division of Behavioral Health (DBH). If a staff member does not have a QAP full approval designation, they must have provisional approval as a QAP from DOH DBH and submit the SUD Training Plan to the department for approval prior to beginning any work under this contract. Regardless of QAP designation, all contract staff are subject to approval by the Chief Mental Health Officer or designee.

In addition to the QAP designation, individual roles must have the following experience and/or education:

1. Coordinator:

- a. Experience: Administrative and supervisory experience, skills, and abilities. Coordinators must be experts in substance use disorders and their treatment and have demonstrated experience applying their knowledge.

2. SUD Counselor

- a. Experience: Experience and knowledge of substance use disorders and their treatment.

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO THE DEADLINE OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. The deadline for receipt of questions is **March 16, 2026**.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

Procurement Officer: **Allan Oyao** – Phone: (907) 269-5910 – Email: allan.oyao@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Do not submit through IRIS Vendor Self-Services (VSS).

If 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. The sealed proposal package(s) must be addressed as follows, regardless of delivery method:

*Department of Corrections
Division of Administrative Services
Attention: Allan Oyao
RFP Number: 2027-2000-0003
RFP Title: Substance Use Disorder Treatment Services (WCC)
550 W 7th Ave, Suite 1800
Anchorage, AK 99501*

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to allan.oyao@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 enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror’s responsibility to contact the issuing agency at **(907) 269-5910 or by email (preferred)** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH 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 will be established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 1.11 RFP SCHEDULE

The 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.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		3/2/2026
Deadline for Receipt of Questions		3/16/2026
Deadline for Receipt of Proposals	2:00 PM AKST	3/27/2026
Proposal Evaluations Complete		3/31/2026
Notice of Intent to Award		4/3/2026
Contract Start Date		7/1/2026

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Corrections or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.12 ALTERNATE PROPOSALS

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

SEC. 1.13 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Alaska Department of Corrections offers evidence-based substance use disorder (SUD) treatment services, intended to reduce recidivism by equipping justice-involved individuals with the tools necessary for successful rehabilitation. These services reflect the department’s mission to offer meaningful reformative opportunities to all individuals in its care and custody. Through targeted programs and support, the department aims to prepare participants to reenter society with the skills to maintain a crime-free, pro-social lifestyle and effectively manage their substance use disorder.

SUDs are widespread among the incarcerated population, with issues often co-occurring with other mental health disorders, creating a complex web of comorbidity that complicates treatment and rehabilitation efforts. Factors contributing to the high prevalence of SUDs among justice-involved individuals include a history of trauma, mental health disorders, socioeconomic factors, and the correctional environment itself, which can be stressful and conducive to substance misuse.

In an effort to address the needs of the incarcerated population and reduce recidivism, the department has services and programs in place, including screenings, assessments, Psychoeducational (Psych-ed) programming, Intensive Outpatient Substance Abuse Treatment (IOPSAT), Co-occurring Disorder (COD) IOPSAT, Residential Substance Abuse Treatment (RSAT), and Medications for Opioid Use Disorder (MOUD). Additionally, referrals are provided to the appropriate levels of care within the community to better serve the SUD population and promote continuity of care upon release.

The services listed in this RFP are for the Wildwood Correctional Complex. Wildwood Correctional Complex (WCC), located at 10 Chugach Ave, Kenai, AK 99611, consists of a long-term sentenced facility, a pretrial facility, and a transitional program facility, and has the capacity to house approximately 475 individuals.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Corrections, Division of Health and Rehabilitation Services (department), is soliciting a request for proposals for evidence-based substance use disorder treatment services at Wildwood Correctional Complex (WCC) in Kenai, Alaska. All services are to be provided as specified in this RFP. These services will include screenings, assessments, referrals to treatment, release planning, the Residential Substance Abuse Treatment program, and the Psycho-Educational program.

The offeror will work directly with the Institutional Probation Officers (IPOs), onsite medical and mental health department staff, and the substance use disorder (SUD) Project Manager (Anchorage Central Office) or designee. The department retains overall responsibility for establishing and monitoring contract funding and program priorities. Services will be provided in person.

The successful offeror will be part of a multidisciplinary team and will be expected to be an expert on substance use disorder treatment and make recommendations.

Offerors must propose to provide services that meet the minimum requirements in this RFP. Services in excess of those established by the department (or in excess of those approved under the finalized contract) must be approved in writing and in advance by the department.

Screening, Brief Intervention, and Referral to Treatment (SBIRT)

1. All contract staff will be required to provide screenings using the ASAM Co-Triage for all referred justice-involved individuals within the institution.
 - o Any individual placed on withdrawal protocols will be considered a referred individual.
2. These screenings will be performed within a group setting or on an individual basis, depending on the setting. The contractor must be present to answer questions and collect the Co-Triage once the individual has completed the form. Once completed, the contractor shall enter the results of the Co-Triage into the department's Electronic Healthcare Record.
3. Once all referral forms are completed, the contractor shall retain a copy for the individual's file. If the individual has completed the appropriate release form, the contractor will distribute a hardcopy to the institution contact in accordance with HIPAA and 42 CFR Part 2.
4. Based on the results of the screening, if necessary, the contractor will use motivational interviewing strategies, typically four (4) individual sessions, to focus on raising an individual's awareness of their substance use, the potential harmful effects of that use, and encouraging positive change.
5. Brief intervention services may include, but are not limited to, feedback, goal setting, coping strategies, and identification of risk factors.
6. If the screening reveals that the recipient meets any of the circumstances identified below, the contractor will refer the recipient for an assessment while incarcerated:
 - a. is releasing to the community;
 - b. is at risk of substance use problems;

- c. is substance dependent; or
 - d. has already received brief interventions or treatment and was non-responsive.
7. If the individual reports verbally or on the screening tool that they have had health problems related to stopping alcohol or other drugs when may include feeling sick, nausea, tremors, convulsions, delirium tremens (DT's), or other symptoms the contractor shall report this information immediately to the nearest institutional contact such as medical staff, a correctional officer, or a probation officer. The contractor will follow up this report with a written referral to medical as soon as possible, but no later than 24 hours.

Substance Use Disorder Assessments

1. All contract staff will be required to provide assessments using the ASAM Comprehensive Assessments for all referred individuals with the purpose of determining the level of substance use disorder treatment needs based on the ASAM criteria.
2. The contractor must maintain a list of all individuals referred for an assessment and prioritize the list by release date, coordination requirements for medications for opioid use disorder (MOUD), and legal requirements.
3. The contractor will conduct assessments on all referrals using the ASAM CONTINUUM computer-guided software. The department will provide access to this program at no cost to the contractor

Residential Substance Abuse Treatment (RSAT)

The male institutional RSAT Program (program) is an ASAM Level 3.5 program. When successfully completed, this program qualifies as an approved legal system substance use disorder treatment program. Individuals in the program are required to participate for 26 weeks, with early program completions or program extensions possible as detailed in SEC 3.06 DOCUMENTATION AND REPORTING REQUIREMENTS. The first two weeks will be spent in orientation, followed by the core treatment phase.

1. Program Length – Individuals in the program will participate for 26 weeks.
 - a. Week 1-2: Orientation
 - i. Three (3) groups per week. Each group is two (2) hours in duration
 - ii. One (1) individual session per individual during the course of orientation
 - b. Week 3-26: Core Treatment Phase
 - i. Ten (10) clinical groups per week. Each group is one and a half (1.5) hours in duration
 - ii. Five (5) supplemental groups per week. Each group is one (1) hour in duration
 - iii. Five (5) hours per week of milieu-specific groups
 - iv. Nine (9) individual counseling sessions per individual during the course of the core treatment phase.

2. Target Population - Individuals who have a SUD along with related criminal histories are appropriate for this program. The priority population will be individuals who have been screened as needing this level of substance use disorder treatment, are sentenced felons, who have a classification level of medium or higher, and who would not be successful in another program due to mental health complications. Individuals will be prioritized based on legal requirements and release date. Individuals will be eligible for the program if members of the priority population are not available.
3. Curriculum - The program curriculum will be premised upon the A New Direction and Helping Men Recover workbooks. Many groups (both in orientation and core treatment phase) will focus on a workbook and a specific exercise, or exercises, within that workbook. Supplemental evidence-based curriculum may be used with written approval from the department. The contractor shall follow the facilitator guidelines set forth in the curriculum:
 - a. Orientation
 - i. A New Direction, Module 1
 - b. Core Treatment Phase
 - i. A New Direction, Modules 2-7
 - ii. Helping Men Recover, Modules A-D
 - iii. Living in Balance, Sessions 1-33
4. Group Elements – Each of the following elements shall be incorporated into a group on a daily basis. More than once a day is not expected.
 - a. Daily announcements: As they relate to the functioning of the community.
 - b. Daily Inspiration: Using the following books: Each Day a New Beginning and Free at Last;
 - c. Assignments: This is a short section of the group wherein the Coordinator/Counselor outlines the expectations for the next group.
 - d. Community issues: This section is used to read out loud and discuss, written behavioral concerns – positive or negative.
5. Group Size – It is possible for some of these groups to break into small groups (or larger), depending on the material and exercises being covered; however, the clinical oversight and time obligations remain the contractor’s responsibility.
6. Individual Counseling Sessions – Individual counseling sessions shall focus on the individual’s workbook assignments. It is also an opportunity to address the individual’s level of progress, engagement in the program, and updates to their SUD treatment plan.
7. Peer mentors – The contractor will be responsible for the training and implementation of peer mentors within the program that will be used to assist with clients’ recovery during their treatment process. Peer support workers engage in a wide range of activities, including advocacy, linkage to resources, sharing of experience, community and relationship building, assisting with group

facilitation, skill building, mentoring, goal setting, and more. Ratios of one (1) peer mentor for every 12 participants actively enrolled in SUD programming should be utilized unless approved in writing by the department. The following principles will be followed for peer mentoring:

- a. Recovery-Oriented: Peer mentors help program participants identify and build strengths, and empower them to choose for themselves, recognizing that there are multiple pathways to recovery.
- b. Person-Centered: Peer recovery support is personalized to align with the specific hopes, goals, and preferences of the individual served and to respond to specific needs the individual has identified.
- c. Voluntary: Peer mentors do not dictate the types of services provided or the elements of recovery plans that will guide their work with peers. Participation in peer recovery support services is always contingent on peer choice.
- d. Relationship-Focused: The relationship between the peer mentor and the peer is respectful, trusting, empathetic, collaborative, and mutual.
- e. Trauma-Informed: Peer recovery support utilizes a strengths-based framework that emphasizes physical, psychological, and emotional safety and creates opportunities for survivors to rebuild a sense of control and empowerment.

Psycho-Educational (Psych-Ed) Program

The Psycho-Educational (Psych-Ed) program is an ASAM Level 0.5 early intervention program. Individuals participating in Psych-Ed will not be held in an ADOC facility for the purpose of completing the program. There are 12 sessions that encompass the program; however, each session is standalone, and an individual may choose to do some or all 12 sessions. Maximum participation in the program is encouraged by allowing individuals to voluntarily attend whichever sessions they choose. The FTE assigned shall provide Psych-Ed groups to thirty (30) individuals at a time.

1. Program Length – 12 sessions over six (6) weeks.
 - a. Week 1-6
 - i. Four (4) clinical groups per week. Each group is one and a half (1.5) hours in duration. No more than fifteen (15) individuals per group.
 - ii. The program will establish and follow a set schedule preapproved by the institutional contact and Chief Mental Health Officer or designee that will cover each of the twelve (12) sessions. The course will restart every six (6) weeks.
2. Target Population - Individuals who have a SUD along with related criminal histories are appropriate for this program. The priority population will be individuals who have been assessed as needing some level of substance use disorder treatment, are sentenced felons, and who have a classification level of medium or higher. Individuals will be prioritized based on legal requirements and release date. Individuals will be eligible for the program if members of the priority population are not available.

3. Curriculum - The program curriculum will be premised upon the Living in Balance workbooks. Groups will focus on a workbook and a specific exercise, or exercises, within that workbook. Supplemental evidence-based curriculum may be used with written approval from the department. The contractor shall follow the facilitator guidelines set forth in the curriculum:
 - a. Living in Balance, Sessions 1-12

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The initial term of the contract will be from the date of award, approximately 7/1/2026, through 6/30/2027, with one (1) optional renewal term through 6/30/2028. The optional contract renewal shall be solely at the discretion of the State. All contract renewals resulting from this RFP are dependent upon the legislative appropriation of funding and programmatic needs.

- Initial Period: 7/1/2026 – 6/30/2027
- Renewal: 7/1/2027 – 6/30/2028

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.

Work Shifts:

The contract staff shall work shifts that provide appropriate treatment coverage within the context of institutional guidelines and operations. The contract staff's hours will be established by the contractor in coordination with the project manager, Chief Mental Health Officer, or designee, and institutional management. These work shifts may include morning, afternoon, evening, and/or weekend shifts depending on the needs of the department.

Work Schedule:

The current schedule provides up to four (4) FTEs. Each FTE provides services for eight (8) hours per day, five (5) days per week, for 52 weeks per year.

The contractor will not be required to work during Alaska State holidays. See the link to the Alaska State Holidays calendar. If the contract staff member works on a holiday, overtime shall not be billable under the contract, see below:

<http://doa.alaska.gov/calendar/>

The annual hourly calculations are as follows for full-time, taking into consideration the hours not worked during state-observed holidays:

- Per Position (FTE): Full-time hours = billable calendar days X 8 hours per day (less observed holidays – 96 hours) = 1,984. The department will pro-rate years with more or less than 1,984 hours.

The table below does not include screening and assessment responsibilities.

Program	# FTE	Program Capacity	Est. Length of Program	Est. served/year
Coordinator	1	n/a	n/a	n/a
RSAT	2	24	26 weeks	48
Psych-Ed	1	30	6 weeks	260

SEC. 3.03 GENERAL PROGRAM REQUIREMENTS

Each of the individual programs described in the SEC. 3.01 SCOPE OF WORK shall include the following:

Cultural Relevance:

The program and services offered must be culturally relevant to Alaska Natives and other racial and ethnic minority groups.

Program Milieu:

Program milieu is a treatment program designed to help individuals address their SUD and criminal thinking. It has a structured schedule with treatment groups and activities led by counselors. Individuals will learn problem-solving skills and cognitive behavioral skills. The program milieu contains elements of a therapeutic community, such as right living, recovery, and role modeling. However, the emphasis is on staff providing treatment interventions to motivate behavioral change instead of using peer hierarchy. Total separation from the general inmate population is not possible or expected, but efforts will be made by the institutional staff to house programming individuals together.

These programs are guided by the following concepts:

- Right Living: Abstinence from using alcohol and drugs, following all rules, steadily participating in treatment, meeting treatment and institutional obligations, maintaining cleanliness and proper hygiene, practicing honesty, caring for others' well-being, and showing manners, respect, and dignity toward everyone. It is about being consistent, responsible, and accountable.
- Recovery: Changes in negative patterns of behavior, thinking, and feeling to develop a responsible, substance-free life. Recovery is a process.
- Role model: Each person is expected to show the behavior, attitude, and expectations of the treatment program. Role models consistently maintain positive attitudes and values. They are aware of their own behaviors, are committed to positive change, and demonstrate right living. They reach out to help others and take on additional responsibility without being asked.

The following aspects and items must be addressed when establishing and running the program:

- Treatment tools will be established to help people change their thinking and behavior. Some tools will be based more on changing the individual's own thinking, like thinking reports, and other

tools are based on helping others change, like feedback. For tools to work effectively, they need to be delivered in a positive, helpful way, and they need to be practiced often.

- An emphasis shall be placed on maintaining a strength-based approach. More time should be spent reinforcing positive behaviors as opposed to a heavy focus on punishment and criticism.
- There will be no hierarchy within the program milieu.

Program Curriculum:

The contractor shall only use the program curriculum approved by the department. The department reserves the right to change the program curriculum during the course of the contract. At no time shall the contractor introduce curriculum that has not been preapproved by the department. The contractor shall purchase, at their own expense, the program curriculum supplies and shall always maintain sufficient quantities. Curriculum may be found at the publisher’s website. The cost of the curriculum must be considered an “indirect” cost and built into the cost proposal. The purchase of curriculum is not reimbursable and may **not** be billed as a separate cost by the contractor

Group Size:

Clinical groups shall not exceed the capacity of 12 active individuals. It is possible for didactic/educational groups and community activities to exceed this capacity. It is possible for some of these groups to break into smaller or larger groups depending on the material and exercises being covered; however, the clinical oversight and time obligations remain the contractor’s responsibility.

Additional Activities:

Whenever possible, and where it does not interfere with program goals and objectives, individuals will be able to participate in other classes and work assignments within the institution. In doing so, they will have the opportunity to apply newly acquired treatment knowledge and recovery skills in the larger community. They will also have access to other necessary support services such as religious programs, education, mental health, and medical services.

Release Planning:

The contractor must address the use of specific post-discharge resources such as community-based substance use disorder continuing care services, elders, supportive family members, Office of Children’s Services, Tribal Courts, Social Services, sponsors/mentors, Talking Circles, and AA/NA. Many of the individuals who graduate from the program will transition into rural and remote villages where there is a scarcity of support services available. The contractor must make appropriate attempts to transition individuals into the support services that are available. The contractor shall work actively with community providers to facilitate individuals in accessing these services.

The contractor shall assist individuals, in conjunction with the individual’s Probation Officer and other associated department programs, in planning for continuity of care in their home communities. Release planning will depend on the needs of the individual. The contract staff must be familiar with state-approved and state-funded treatment programs that use a sliding fee scale for services. They must develop referrals for safe housing, medical assistance, education, vocational training, employment, and other

needs. All attempts must be made to transition individuals into appropriate, sobriety-supporting services available in their community.

SEC. 3.04 DELIVERABLES

Contractors are required to deliver substance use disorder treatment services tailored to the incoming and existing incarcerated population:

1. Screenings, Brief Intervention and Referral to Treatment (SBIRT):

- a. All referred individuals will be screened within five (5) working days
- b. If a positive screening indicates that an individual requires intervention, then the SBIRT interventions are to be initiated within 24 hours or the next business day, whichever occurs first.
- c. For individuals placed on a withdrawal protocol:
 - i. Initial visit: The contractor must meet with the individual within 48 hours or the next business day, whichever occurs first. The initial visit contact must be completed even if the individual is removed from the withdrawal protocol
 - ii. Follow-up visit: If the individual was non-responsive or declined services, the contractor must follow up with the individual within 72 hours of the initial visit.

2. Substance Use Disorder Assessments:

- a. All referred individuals will be assessed within five (5) business days.
- b. At minimum complete eight (8) assessments per week.
 - i. In the event there are more than eight assessment referrals in a week, the contractor must make all attempts to complete additional assessments, maintain an assessment waitlist, and submit a plan to minimize assessment wait times.
 - ii. In the event there are less than eight assessments or referrals in a week, the contractor must document this in the SUD Monthly Narrative and explain the reasoning.
- c. Within five (5) working days of the assessment interview, the contractor will share the level of care results from the assessment with the referrer and place referrals for appropriate treatment depending on the results of the assessment.

3. Residential Substance Abuse Treatment (RSAT):

- a. Provide ASAM Level 3.5 RSAT services as outlined in SEC 3.01 SCOPE OF WORK and maintain program capacity of 24 active participants total.
 - i. The contractor shall anticipate vacancies in the core treatment phase by starting individuals in orientation prior to a core treatment phase slot becoming vacant.

- b. All program documentation is completed as outlined in SEC. 3.06 DOCUMENTATION AND REPORTING
- c. Each individual admitted to the program shall participate in 26 weeks of programming before program completion
 - i. Any early program completions or program extensions are documented as outlined in SEC. 3.06 DOCUMENTATION AND REPORTING

4. Psycho-Educational (Psych-Ed) Program:

- a. Provide psycho-educational programming as outlined in SEC 3.01 SCOPE OF WORK and maintain consistent programming. If program participation is below capacity, the FTE assigned to this program is still required to perform other SUD services to meet deliverables.
 - i. The contractor shall make efforts to maintain program capacity and work to encourage program participation.
- b. All program documentation is completed as outlined in SEC. 3.06 DOCUMENTATION AND REPORTING

5. Documentation & Data Management:

- a. Maintain accurate patient records in the correctional Electronic Health Record (EHR) system.
- b. Record applicable documentation after each encounter.
- c. Ensure timely documentation consistent with professional standards and department policies.

6. Monthly Deliverables:

- a. At the end of each month, the contractor shall submit the ADOC SUD Monthly Census Report Form and ADOC Monthly Narrative to the Chief Mental Health Officer or designee within five (5) working days following the end of the month as outlined in SEC. 3.06 DOCUMENTATION AND REPORTING

7. Compliance & Professional Standards:

- a. Adhere to state and federal regulations, including:
 - i. Prison Rape Elimination Act (PREA) reporting requirements.
 - ii. HIPAA, 42 CFR, and local inmate confidentiality rules.
 - iii. Facility policies regarding inmate interactions and security constraints.

8. Maintain credentials and qualifications for staff:

- a. Minimum certification: Qualified Addiction Professional designation approval from DOH DBH

- b. Verification of background checks and ongoing competency requirements.

9. Staffing and Scheduling:

- a. Provide qualified substance use disorder professionals.
- b. Ensure the availability of personnel according to contract terms.
- c. Submit SUD Contractor Hiring Request Form and all applicable documentation per contract requirements for all contract staff.

10. Reporting and Quality Assurance:

- a. Submit invoices with detailed service breakdowns to ensure accurate reimbursement.
- b. As needed, participate in performance measurement:
 - i. Track outcomes such as treatment engagement and participation
 - ii. Periodic review of services by correctional behavioral health management or external auditors
- c. Report unusual behavior, incidents, and progress according to policy.

11. Special Deliverables (Based on Facility Needs):

- a. Participation in facility-wide SUD initiatives, including peer mentor training.
- b. Participate in all department-required training, including but not limited to suicide prevention training, EHR training, or other training identified by the department.

SEC. 3.05 REQUIRED CONDUCT

Staffing Coverage:

The contractor shall ensure the constant presence of sufficient staff and treatment space (where applicable) to provide the services listed at the approved site in order to ensure that there is minimal wait time for assessments and treatment services and shall monitor staff vacancies to ensure treatment services to individuals are not canceled, postponed, or rescheduled. The contractor shall notify the project manager and the institutional contact within one (1) working day of any treatment services scheduled for individuals that have been postponed, canceled, or rescheduled.

If an assigned FTE Coordinator or Counselor is not available due to vacancy, leave, or training, the use of a temporary floating counselor is encouraged and is billable under the hourly rate of the position the floating counselor is filling in. A floating counselor may be used to conduct work under the contract scope at the department's discretion if the total number of hours and cost of the contract is not exceeded per fiscal year. Floating counselors must meet the minimum qualifications of the position they are filling, as outlined in the SEC. 1.04 PRIOR EXPERIENCE AND QUALIFICATIONS, and be approved by the department as outlined in SEC 3.16 CONTRACT PERSONNEL

Dress Code:

All individuals working under this contract are required to adhere to DOC Policy and Procedure 202.11 Dress Code for Support Staff Assigned to an Institution.

Physical Aspect of the Program:

The programs will be conducted within a correctional institution. Contract staff offices and the space available for program use will be at the discretion of the facility Superintendent. Every attempt will be made to accommodate the program's specific needs.

The contractor will be expected to become knowledgeable about security issues and protocols within their assigned institution. Additionally, contract staff will be required to attend an orientation presented by the institution; they will be provided guidelines regarding regulations, including program decorations and amenities.

Coordination Requirements:

1. These programs and services are a collaborative project between the contractor and the department's staff. It is vital that communication and consultation between the contract staff and department staff are ongoing.
2. Contract staff will be required to meet monthly with the project manager, probation staff, and additional department staff identified by the Chief Mental Health Officer or designee. This meeting may include program status, challenges, and problem-solving strategies. Additional meetings to address specific program needs or issues will be held as needed.
3. In the interest of security, all contract staff are prohibited from divulging any confidential security information to individuals.
4. The institutional contact is the contractor's primary source of support and connection with, and within, the institution.
5. The contractor will work to educate the correctional staff about the substance use disorder program and services. The contractor will also encourage involvement where needed.
6. It is required that the contractor keep the project manager and institutional contact informed of any changes to the regular work schedule, such as calling in sick, vacation, appointments outside the facility, or resignation notice.

SEC. 3.06 DOCUMENTATION AND REPORTING REQUIREMENTS

The contractor shall use the following department-specific documents and processes in order to meet the contract reporting requirements.

Screening, Brief Intervention, and Referral to Treatment (SBIRT):

- The contractor shall use the following form(s): ASAM Co-Triage
- The screening is to be filed in the individual's electronic healthcare record.

- The contractor is required to complete the screening within five (5) working days of receiving the referral. The contractor must also record the referral and results on the ADOC SUD Monthly Census Report.
- If a positive screening indicates that an individual requires intervention, then the SBIRT interventions are to be initiated within 24 hours or the next business day, whichever occurs first.
 - Interventions must be documented utilizing the SUD Progress Note.

SUD Treatment Services Consent:

- The contractor shall use the following form(s): SUD Treatment Services Consent
- The consent form, once completed, is to be scanned and placed in the individual's electronic healthcare record. A hard copy should also be maintained.

Release of Information (ROI):

- The contractor is to use the following form(s): DOC Policy & Procedure 807.06a Authorization for Release of Health Information
- The ROI, once completed, is to be scanned and placed in the individual's electronic healthcare record. A hard copy should also be maintained.

SUD Assessment:

The contractor will receive a referral and, in partnership with the department staff, will prioritize referrals to determine which individual will be assessed next.

- The contractor shall use the following form(s): ASAM Comprehensive Assessment utilizing the ASAM CONTINUUM computer-guided software
- The contractor will be required to share the level of care results of the assessment with the referrer within five (5) working days of the interview with the individual.
- The contractor will be required to conduct assessments for individuals referred to the Medications for Opioid Use Disorder (MOUD) program as soon as possible. The contractor is responsible for prioritizing individuals by release date and legal requirements.
- The contractor must also record the referral and results on the ADOC SUD Monthly Census Report.
- The assessment is to be filed in the individual's electronic healthcare record.

SUD Program Contract:

After the assessment and prior to the individual beginning the initial orientation group, the contractor is required to review the SUD Program Contract with the individual and have them initial and sign as indicated.

- The contractor is to use the following form(s): ADOC SUD Program Contract.

- The program contract is to be filed in the individual’s electronic healthcare record.

Notice of Request/Refusal:

When a treatment space becomes available, an individual who is not court-ordered to treatment will be provided with an ADOC Notice of Request/Refusal Form for Non-Court-Ordered Individuals. If the individual is court-ordered, the individual will be provided the DOC Policy & Procedure 808.04d Prisoner Notice of Court-Ordered Treatment form. Once completed, a copy of the notice is to be given to the IPO and filed in the individual’s electronic healthcare record.

SUD Progress Notes:

Each formal contact that the contractor has with the individual must be documented within the department’s EHR.

- The contractor is to use the following forms: SUD Progress Note
- Formal contact includes, but is not limited to, initial and follow-up contacts for those placed on withdrawal protocol, and individual counseling sessions.
- The documentation must be clear and concise and will focus on the individual’s progress in treatment. Additionally, any significant event should be documented using this note.

SUD Group Notes:

Each group session that the contractor holds must be documented within the department’s EHR.

- The contractor is to use the following forms: Group Note specific to the program and curriculum
- The documentation must be clear and concise and will focus on the exercises and topics addressed in the session.

SUD Treatment Plan:

Every individual who is active in a treatment program must have a treatment plan. The treatment plan should be periodically reviewed during the course of treatment to determine if progress is being made on treatment goals.

- The contractor is to use the following form(s): SUD Treatment Plan.
- All individuals must have a treatment plan completed within 14 days of admission to the program.
- The reports are to be filed in the individual’s electronic healthcare record.

Warning Regarding Program Participation:

It is the responsibility of the contract staff to work with the individual to encourage and help ensure compliance. If the individual’s behavior has risen to the level that it is impeding the other individuals’ ability to receive benefits from the program, then additional steps must be taken. These steps may include a written warning as outlined in the department DOC Policy & Procedure 808.04 Removal from Rehabilitation Programs.

- The contractor is to use the following form(s): DOC Policy & Procedure 808.04a Warning Regarding Program Participation; **and** SUD Progress Note
- The purpose of a written warning is to make the individual aware of their behavior and how it affects their own treatment and the treatment of others. The form outlines what changes are needed in order to maintain program compliance, and it serves as a warning prior to program discharge.
- Once completed, a copy of the written warning is to be given to the individual, the IPO, and filed in the individual’s electronic healthcare record attached to an accompanying SUD Progress Note.

Notice of Removal:

If an individual is having difficulty maintaining program compliance and a written warning is unsuccessful in bringing the individual into compliance, or if their behavior is too egregious to warrant the written warning step, the final option may be removal from the program. When an individual is removed from the program due to disruptive or non-compliant behavior (administrative discharge), the contractor must complete the DOC Policy & Procedure 808.04b Notice of Intent to Remove from Program form as outlined in DOC Policy & Procedure 808.04 VII Procedures: C. Removal from court-ordered treatment programs.

- The contractor is to use the following form(s): DOC Policy & Procedure 808.04b Notice of Intent to Remove from Program; if necessary, DOC Policy & Procedure 808.04c Notice of Temporary Suspension; **and** SUD Progress Note
- A copy of the notice is to be given to the individual, the IPO, the project manager, and filed in the individual’s electronic healthcare record, attached to an accompanying SUD Progress Note
- If an individual is administratively discharged from the program, it is possible for them to reapply after a minimum of thirty (30) days and only then if their behavior demonstrates a willingness to engage in, and comply with, the demands of the program. If all these conditions are met, the individual can be placed back on the list for programming.

SUD Program Extension Request:

If an individual is unable to complete the program within thirty (30) days of the program length, they may be extended if there is a legitimate clinical need and the extension is approved by the project manager and Chief Mental Health Officer or designee.

- The contractor is to use the following form(s): SUD Program Extension Request.
- The contractor is responsible for submitting the extension request at least two (2) weeks prior to the required discharge date.
- The approved extension request is to be filed in the individual’s electronic healthcare record.

SUD Program Early Program Completion Request:

If an individual is being considered to complete the program thirty (30) days before the estimated length of the program, then the contractor must submit notice to the project manager and Chief Mental Health Officer or designee two weeks before the requested completion date.

- The contractor is to use the following form(s): SUD Early Program Completion Request
- Early completion requests are based not only on the completion of treatment material but also on internalized behavioral change, consistent use of positive coping skills, and meeting treatment plan goals and objectives.
- The approved extension request is to be filed in the individual’s electronic healthcare record.

SUD Discharge Summary:

The contractor shall use the program-specific discharge summary form for each individual who is discharged from a program (regardless of discharge status). The discharge summary is not applicable for those discharging from psycho-educational programming, screening, or assessment services.

- The contractor is to use the following form(s): SUD Discharge Summary
- The following are the eight (8) discharge categories that shall be used:
 - Program Complete: The participant met each of the minimum obligations of the program.
 - Send a copy of the discharge summary to the project manager or designee.
 - Transfer: The participant was transferred to another substance abuse treatment program prior to program completion (this will also include participants who are transferred, with a referral, to another institution).
 - Segregated: The participant is no longer in the program due to violation of institutional rules and, as a result, was placed in segregation for longer than 30 days.
 - Released: The participant was released from the institution prior to program completion.
 - Withdrew: The participant is no longer in the program due to voluntary dropout.
 - Administrative: The participant was removed from the program-by-program staff due to the participant’s failure to meet program requirements.
 - Deceased: The participant passed away during the program.
- The summary shall be submitted to the institutional contact within five (5) working days of the individual’s discharge from the program.

Monthly Reporting Requirements:

The contractor is required to use the ADOC SUD Monthly Census report for each individual who has received a service.

- Individuals who were referred for a screening and the outcome of the screening will be placed on the ADOC SUD Monthly Census Report Form.
- Individuals who were referred for an assessment and the outcome of the assessment will be placed on the ADOC SUD Monthly Census Report Form.

- All program participants will be placed on the program-specific section of the ADOC SUD Monthly Census Report Form
- In addition, the contractor is required to submit the SUD Monthly Narrative Report for each program, which will include the following:
 - Program capacities, and if applicable, the reason a program is not operating at capacity.
 - Whether contractual obligations have been met, and if applicable, the reason the obligations were not met.
 - Number of working days (if any) in the past month that the program was unstaffed or understaffed.
 - Recent program successes.
 - Recent program struggles.
 - All staffing changes and the date of the change.
- The ADOC SUD Monthly Census and SUD Monthly Narrative form is to be submitted to the project manager and Chief Mental Health Officer or designee by the fifth (5th) day of the month immediately following the month of services. Any corrections required by the department will be corrected and returned to the department within three (3) business days of the request.

Treatment Status Update:

The contractor shall routinely provide treatment status updates on individuals to the institutional staff and, upon request, special reports to the Parole Board. These reports will be done within two (2) working days of a request.

Record Requests:

The department is responsible for filling records requests for individuals who participate in the program under this contract. The contractor shall immediately notify the department of any records requests regarding past or present individuals.

Other Reporting:

Upon request, the contractor shall submit other information and reports relating to its activities under this contract on such forms and at such times as may be required by the project manager.

SEC. 3.07 GENERAL REQUIREMENTS

The contractor is responsible for the following:

Standardized Forms:

All contract staff working under this contract will utilize standardized ADOC forms only.

All forms should be completed by the last day of the month following the service delivery month.

Program Audits and Reviews:

The department may utilize any or all of the following monitoring methodologies in monitoring the contractor's performance under the contract in determining compliance with contract terms and conditions:

1. Monthly Reviews – Upon receipt of the monthly census report, an email will be generated for each program/service that defines the past month's performance, considering the expectations. The focus of this correspondence will be on the number of active participants and the completion rate. A meeting, telephonic or in person, will occur each month with the contractor in which the above will be discussed, and any barriers to services will be discussed.
2. Audits – Up to twice a year, an audit will be performed on each of the programs by the department. The audits will include the following components:
 - a. General performance review which compares current performance against contract expectations and previous performance
 - b. A review of program curriculum
 - c. Review of interactions between the program and the institution in which it is operated.
 - d. Review of at least three individual files.
 - e. Files are randomly chosen from the monthly census reports.

Once the audit is completed, the results will be sent back to the contractor for review and response. Any audit deficiencies will be noted, and the contractor has ten (10) business days to respond with an improvement plan. Once the project manager approves the improvement plan, the contractor has 30 business days to correct the audit deficiency. If the contractor fails to correct the audit deficiency within the time required, the department may issue a service deficiency claim.

Site Visits:

At least once a year, a site visit is conducted by the department, which includes the following:

1. Observance of a group or groups.
2. Interviews with contract staff.
3. Interviews with individuals.
4. Interviews with correctional staff who interact with the program.
5. Review of the most recent audit with contract staff.

Once the visit is completed, any deficiencies are noted, and the program has ten (10) working days to respond with an improvement plan.

Complaints:

All complaints about the program, regardless of the source of the complaint, will be explored. If the complaints are valid, a corrective action plan will be developed.

Data Requests:

The contractor is required to provide basic program data to the Institutional Superintendent, institutional contact, project manager, and/or Chief Mental Health Officer or designee upon request. All requests for non-standard program data will only come from the project manager, Chief Mental Health Officer, or designee.

Program Alteration:

During the course of the contract, the contractor will work with the department to make any alterations to the program that could prevent them from meeting the contractual obligations. Alterations of the program by the contractor must be submitted in writing and be pre-approved by the Chief Mental Health Officer or designee.

Administrative Requirements:

The department will not provide any administrative functions or office support for the contractor, such as clerical assistance, office supplies, IT equipment, copiers, fax machines, or document preparation.

1. The contractor shall provide its own support services (e.g., secretarial or clerical staff).
2. The contractor shall be responsible for providing all items and materials needed to complete the terms of this contract. Items include, but are not limited to, the following:
 - a. Office Supplies.
 - b. Office Equipment.
 - c. Workbooks/Curriculum.
 - d. Other treatment literature/documents.
 - e. Reproduction of forms and supporting documentation.

Court Testimony:

The contractor may receive a court order to testify regarding an individual in the program. This is a very rare occurrence; however, the contractor would be required to provide their testimony. The contractor may not testify in court without a court order. A subpoena alone is not sufficient. If a court order is received, the contractor shall inform the Chief Mental Health Officer or designee immediately. Testimony is not billable to the department.

Standards and Tasks:

The contractor must provide the requested services under the general direction of the department. Any changes to the subsequent contract must be preapproved by the Chief Mental Health Officer or designee.

SEC. 3.08 CONTRACT TYPE

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

SEC. 3.09 PROPOSED PAYMENT PROCEDURES

The successful offeror may use their own invoice forms as long as the requested information is included and the format is approved by the program manager. The contractor must provide a monthly invoice for services, with support documentation, to demonstrate provision of services sufficient to meet the following requirements.

1. Invoices shall indicate the State's contract number.
2. Billings must be submitted on department-approved billing forms and must contain sufficient information in support of all charges to allow proper review and authorization. The contractor may not alter the billing forms without department approval.
3. Billings must include a face sheet summarizing the total reimbursement due to the contractor for the period of service and must include sufficient documentation to support all charges. The department reserves the right to request additional information as necessary to support requested reimbursement or to limit the amount of support documentation provided by the contractor in support of the billing invoice.
4. The contractor must submit the billings no later than the last day of the following month.
5. Billings must be itemized by each FTE, hours worked per week, total hours, contract hourly rate, program name, subtotal, and, if requested, types of work performed. The face sheet noted above will have the total invoice cost.
6. The contractor may be required to submit certified payroll records with their monthly invoices for services. Certified payroll records will be reviewed to determine staffing levels and proposed salary levels for consistency with the contractor's proposed personnel services portion of the operating budget. If there is a significant variance between the proposed staffing levels and/or salaries provided in certified payroll records and those as proposed in the budget narrative, the department may request the contractor to explain the variance within 5 business days.

SEC. 3.10 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. 3.11 CONTRACT PAYMENT

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

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5%

interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

SEC. 3.12 LOCATION OF WORK

The location where the work is to be performed and completed:

- Wildwood Correctional Complex (WCC), 10 Chugach Ave, Kenai, AK 99611

The department shall provide workspace for the contractor within the correctional facility.

The department shall pay for in-state long-distance phone charges. The contractor must use discretion when placing long-distance phone calls and must do so for business reasons only. The contractor shall not place international phone calls and will be requested to reimburse the department for any international calls.

The department will also supply data access. The contractor shall only use State resources (phone, internet, etc.) for business purposes. The contractor may be required to reimburse the department for use not deemed business use by the department, such as excessive connectivity charges. The contractor must contact the project manager prior to any connectivity or equipment use that may be defined as personal use. See AS 39.52.120 for further information.

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. 3.13 SUBCONTRACTORS

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

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

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor.

- complete address of the subcontractor.
- type of work the subcontractor will be performing.
- percentage of work the subcontractor will be providing.
- evidence that the subcontractor holds a valid Alaska business license.

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

- a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

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

SEC. 3.14 JOINT VENTURES

Joint ventures **will not** be allowed.

SEC. 3.15 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. 3.16 CONTRACT PERSONNEL

Any change of the contract personnel 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.

Approval Process for Hiring:

The successful contractor will submit qualified applicants to the project manager for final review and hire approval, utilizing the following process:

1. It is the successful contractor's responsibility to prescreen their applicants to ensure potential new staff meets the contract requirements.
2. The contract manager will submit the selected candidate for final review and hire approval using the department's SUD Contractor Hiring Request Form, including all applicable attachments.
3. If the selected candidate does not hold the required Department of Health Division of Behavioral Health Qualified Addiction Professional full approval designation, the contract manager must complete the department's SUD Contractor Training Plan. The training plan must be submitted at the time of the hiring request.

4. The Chief Mental Health Officer or designee will review the request, indicate the determination, and communicate the decision to the contract manager in writing before the candidate begins the position.

The above outlined approval process will also apply to staff under this contract requesting a transfer or promotion to another position under this contract.

Personnel Management:

The successful contractor will be responsible for their staff, including orienting new staff, resolving personnel issues, and ensuring compliance with contract requirements and department policy and procedure. The department reserves the right to disqualify, prevent, rescind approval, or remove any staff performing work under the contract. The department is under no obligation to inform the contractor of the criteria for disqualification or removal. Any resignations or terminations made by the contractor must be communicated to the project manager immediately.

The successful contractor must ensure that any new hire to a position under this contract is oriented to their position's duties, expectations, and responsibilities. Before beginning independent work, the supervisor must confirm the new contract staff is sufficiently trained, including but not limited to, in the areas of: using the department's Electronic Healthcare Record (EHR); the American Society of Addiction Medicine (ASAM) criteria; Screening, Brief Intervention, and Referral to Treatment (SBIRT); Cognitive Behavioral Therapy (CBT); Motivational Enhancement Therapy (MET); crisis intervention; de-escalation; individual and group interventions; department-approved SUD curricula; department policy and procedure; and all security guidelines set by the institution security staff.

The contractor must receive prior approval in writing from the department prior to any staffing level adjustments.

Consistent staffing is an important aspect of a successful substance use disorder program. The successful contractor shall ensure a primary coordinator and counselor on a daily basis, except for absences approved by the contractor.

Continuing Education Unit (CEUs):

Continuing education hours are billable at the hourly rate to the State up to eight (8) hours per fiscal year per FTE. The successful contractor must ensure, at no cost to the department, that all persons working under the terms of the contract meet and maintain any additional requirements for certification. Continuing education absences longer than three (3) working days must be preapproved by the department, and a plan must be established to cover their responsibilities during their absence.

The successful contractor may bill for training hours that are mandated by the department. This does not include hours needed for certification. The contractor shall bill using the contractually established hourly rates and must cover all additional costs associated with the training attendance and participation (travel, lodging, food, per diem, etc.).

SEC. 3.17 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.18 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. 3.19 SECURITY BACKGROUND INVESTIGATIONS, POLICIES, AND PROCEDURES

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

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

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

- Security Clearance Form;
- PREA Employment Disclosure Form (only applicable if services are provided in the institution)
- Code of Ethical Conduct 202.01a;
- Standards of Conduct 202.15a;

- ACOMS form and agreement, and (only applicable if they will be using DOC computers or network)
- Criminal Justice Information Services Addendum (CJIS) form. (only required if providing services in the institutions or upon request.)
 - The Department may require the contractor to obtain 2 fingerprint “blue cards” FD-258 form for personnel performing service under this contract (no charge to contractor). Fingerprint (blue cards) can be obtained in Anchorage, in the basement of the Nesbitt Courthouse, or by making arrangements at one of the department institutions by appointment.

For questions or to arrange an appointment, please contact the following personnel:

James Dabbs-Ashworth (james.dabbs-ashworth@alaska.gov)

David Muise (david.muise@alaska.gov)

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

Recidivism Reporting: *(Only applies if applicable)*

Contractors reporting on program efficacy must use the statutory definition of recidivism. For programs that have been in place less than three (3) years, reports must clearly state the date parameters that are being used to report recidivism. The statutory definition of recidivism is:

Per AS 44.19.647, Recidivism Definition:

A felony offender who is reincarcerated within three (3) years of release for any offense conviction:

- Parole or probation violation
- New felony crime
- New misdemeanor crime

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

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

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

Employee Incident Reporting: Contractor is required to contact the program manager for this contract if any of its employees working under this contract are involved in any criminal behavior and report it to the Department within 24 hours of notice of the incident. Reporting shall be via email to the program manager and can be followed up with a phone call if needed.

SEC. 3.20 INVESTIGATION AND LITIGATION

The contractor is obligated to notify the program manager 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. 3.21 RECORDS

The records and other information compiled by the contractor in accordance with the duties and responsibilities of this RFP and resulting contract shall be the property of the department. Copies of such records, such as offender files, shall be provided to the department within a reasonable period, upon request. The department may require the original hardcopy records or files. The contractor is responsible for costs related to reproduction, packaging, and shipping to a location determined by the department. This requirement is mandatory irrespective of any payment due to the successful offeror for service provision.

SEC. 3.22 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 Research Activities.

SEC. 3.23 TRANSITION AT THE END OF THE CONTRACT

The successful 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. The contractor is responsible for developing a department-approved transition plan that will detail the transfer of clients and continuation of services for the next contractor. The department may request that other items be detailed as well. When developing the plan, the contractor will be mindful of the ethical standards of the counselor/client relationship, including but not limited to abandonment of clients without an approved transition plan. This clause is a condition precedent to the contractor's right to receive any final payment of funds under this contract.

SEC. 3.24 RIGHT TO AUDIT RECORDS

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 (3) years after the date of final payment under the prime contract, and by the subcontractor for a period of three (3) years after the date of final payment under the subcontract, unless a shorter period is authorized in writing by the Department of Corrections Commissioner.

SEC. 3.25 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. 3.26 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. 3.27 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. 3.28 INSURANCE REQUIREMENTS

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

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

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

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

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

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

SEC. 3.29 SECURITY SPECIFICATION

Security:

Security at all Alaska correctional facilities is the first priority. Contractors can expect delays in conducting business within the facility and/or its grounds. “Contractor” is defined as: delivery personnel, couriers, or service providers. Prisoner counts, emergencies of any type, prisoner movement, other deliveries, or other factors may delay or restrict contractor entry or movement within the perimeter. Security staff will facilitate contractors in conducting their business, but contractors must at all times respect security staff instructions. Contractors must follow all lawful instructions and directives of any staff member while on facility grounds. The State will at all times retain the exclusive right to restrict contractor access to the facility, or portions of the facility, for any reason.

Contractors must at all times have in their possession a valid Alaska Driver’s License or state-provided identification card and be prepared to provide it to any staff whenever requested. Contractors must never leave their tools or personal effects unattended or unsecured. Knives, cellular telephones, toxic/hazardous chemicals, alcohol, tobacco, drugs and paraphernalia, weapons of any kind, and explosives are prohibited at all times. All other items (i.e., tools, repair parts, cameras, paperwork, boxes) entering the facility are subject to inspection and must be approved by security staff. Contractor tools and other items may be inventoried upon entering and exiting the facility. Giving prisoners access to driver’s licenses, credit cards, telephone numbers, family pictures, etc., is a breach of security. Contractors must fully cooperate with facility staff to prevent escape, sabotage, assault, any disturbance, or the importation of contraband. There is no confidentiality when it comes to security at one of the correctional facilities. Information regarding impending riots, escape plans, assaults, and other such matters that come to you in what would otherwise be considered a confidential exchange must be passed on to security staff immediately. To withhold information such as this could endanger you and others as well as lead to criminal charges. Nothing within this section limits a specific facility’s superintendent or security staff member from modifying or imposing alternate security requirements for contractors and their staff.

Security Check:

All personnel (both contractors and Subcontractors) will be required to undergo a security check prior to the commencement of work. A mandatory security briefing will be provided to the contractor staff prior to the start of on-site work.

1. The contractor will complete a Request for Clearance form to submit to the facility security staff for review at least 48 hours prior to commencement of work. The form requires the following information from each person working on site:
 - a. Full name.
 - b. Residence address.
 - c. Telephone Number.
 - d. Date of birth.
 - e. Social Security Number.

- f. Valid driver's license and state of issue, or other photo identification bearing a Social Security number.
 - g. The names of any relatives, friends, or acquaintances that are currently incarcerated within the facility.
2. The security check will look for recent or frequent past convictions or for outstanding warrants. Security staff reserves the right to disqualify anyone from access to the work site. A past conviction will not automatically disqualify.
3. Once a Request for Clearance has been approved and is on file, it is not necessary for the contractor to complete a new form each time they request to enter the facility grounds.

Personnel Access:

1. Access to the work site, which is within a correctional facility, will be monitored and controlled by the Department of Corrections in order to prevent the importation of contraband and escape of inmates. At no time will contractor staff enter areas of the facility that are off-limits to them, nor drive vehicles along the perimeter fence or other unauthorized areas unless directed to do so by security staff.
2. Contractor staff will report to the visitor's reception area at the beginning of each shift to obtain their identification badge or visitor's badge and sign in on the contractor's log. At the end of each shift, contractor staff will return their badges to this area and sign out of the contractor's log. If workers leave the compound at lunch, they will all leave at the same time. Contractors should encourage their staff to bring lunch and to eat within the designated work area or cafeteria.
3. Contractors, Subcontractors, and Employees may be denied access or be removed from the facility for the following reasons:
 - a. Contractors or workers who are incompetent, careless, or otherwise detrimental to the work or the security of the facility.
 - b. Security requirements.
 - c. Disruptive, abrasive, and/or argumentative conduct.
 - d. Being under the influence of Alcohol, Drugs, and/or any substance that is considered contraband by the Facility (including use of Tobacco Products).
 - e. Refusal to submit to a search of personal property/belongings or themselves.
 - f. Health problems.
 - g. Failure to show proper identification.
 - h. Failure to follow the direction of Correctional Officers and/or staff members.
 - i. Having any unauthorized contact or interaction with inmates.
 - j. Failure to pass the security check.

- k. Failure to secure tools and work areas. (If no personnel are physically present in the work area, the work area and/or tools must be secured prior to leaving the area.)

Vehicle Access:

1. No privately owned vehicles may enter inside the security fence without approval from the DOC on-site security staff member. Contractor vehicles can be parked in the employee/visitor parking lot outside the security fence and must be locked at all times.
2. Authorized work vehicles, i.e., job site trailers and trucks, may be left inside the fence in a location IF they can be secured **and** upon the approval of security staff.
3. Privately owned and/or contractor vehicles are prohibited from entering unauthorized areas unless directed to do so by security staff.

Tool Control:

1. Do not leave prisoner-accessible work areas unattended without first removing or securing all tools and objects that would be considered contraband.
2. At the end of each workday, remove all tools and equipment from inmate-accessible work areas and store them within locked cabinets, locked containers, or locked storage trailers.
3. Maintain a written inventory of tools and equipment daily. Tools and equipment that cannot be accounted for at the end of each workday shall be brought to the immediate attention of a security staff member.

Contraband:

The mailing, bartering, introducing, exchanging, or buying of items between inmates and contractors or their employees is strictly prohibited without the written consent of the Superintendent of the facility. The following quotes are from Alaska Statutes and are provided so as to inform the contractor.

Title 11 - Alaska Statutes, Section 11.56.375, Promoting contraband in the first degree.

1. A person commits the crime of promoting contraband in the first degree if the person violates AS 11.56.380 and the contraband is:
 - a. A deadly weapon or a defensive weapon.
 - b. An article that is intended by the defendant to be used as a means of facilitating an escape;
or
 - c. A controlled substance
2. Promoting contraband in the first degree is a class C felony.

AS 11.56.380, Promoting contraband in the second degree.

1. A person commits the crime of promoting contraband in the second degree if the person:
 - a. Introduces, takes, conveys, or attempts to introduce, take, or convey contraband into a correctional facility; or

- b. Makes, obtains, possesses, or attempts to make, obtain, or possess anything that person knows to be contraband while under official detention within a correctional facility.
2. Promoting contraband in the second degree is a Class A misdemeanor.
 - a. Effective August 26, 1999, contraband includes tobacco products.

AS 11.56.390, definition:

In AS 11.56.300-11.56.390, "contraband" means any article or thing that persons confined in a correctional facility are prohibited by law from obtaining, making, or possessing in that correctional facility.

SEC. 3.30 SERVICE DEFICIENCY CLAIM

The successful contractor's failure to provide a service or if the contractor is not in compliance with the requirements of this contract, will be grounds for the department to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the department in writing within five (5) business days of the corrective action being taken.

- The Department may either accept the contractor's corrective action or
- Reject the corrective action and request the contractor to resubmit a final corrective action plan within five (5) business days of the department's request.

If the contractor fails to:

- Correct the deficiency within five (5) business days of the department's acceptance of their corrective action. The department may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the department for the amount required to correct the problem.
- Submit a final corrective action plan that is approved by the department. The department may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the department for the amount required to correct the problem.

If a contractor gets more than two (2) substantiated SDCs in a 30-day period or a total of five (5) substantiated SDCs in a 60-day period, it will be grounds for the department to declare the contractor in default.

SEC. 3.31 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 INTRODUCTION

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

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

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

SEC. 4.02 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

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

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

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

SEC. 4.03 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

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

SEC. 4.04 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

SEC. 4.05 METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

SEC. 4.07 COST PROPOSAL

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

SEC. 4.08 EVALUATION CRITERIA

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

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

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to the 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	100
Understanding of the Project	200
Methodology Used for the Project	100
Management Plan for the Project	100
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 (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:

Offeror Total Score (30)

$$\frac{30}{40} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

$$\frac{20}{40} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

$$\frac{40}{40} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (10%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

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

2) Questions regarding the firm:

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding the timely and successful completion of projects?

- c) Has the firm provided a customer reference list? (*References cannot include current State of Alaska Department of Corrections staff*)

SEC. 5.05 UNDERSTANDING OF THE PROJECT (20%)

Proposals will be evaluated against the questions set out below:

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

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

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology, and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

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

Proposals will be evaluated against the questions set out below:

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

SEC. 5.08 CONTRACT COST (40%)

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

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

Example (Max Points for Contract Cost = 400):**Step 1**

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is that the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

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

Offeror #3 receives 336.8 points.

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

SEC. 5.09 ALASKA OFFEROR PREFERENCE (10%)

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

Example:**Step 1**

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

$$1000 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 100 \text{ Points for the preference}$$

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

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

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 a site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible to 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 a 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 to award by the procurement officer. Discussions, if held, will be after the 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 the 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 will be 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 the 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 that 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 36.30.560 provides that an interested party may protest the content of the RFP.

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply, and provide examples of how to calculate the preferences are available at the following website:

[Application Of Preferences](#)

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

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

SEC. 6.12 ALASKA BIDDER PREFERENCE

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

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

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

Alaska Bidder Preference Certification Form

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

- A. sole proprietorship owned by an Alaska veteran.
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans.
- C. a limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. A 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 to 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 to.
- 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 STATES 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 its 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 makes 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 its designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee rejects 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 the award of the 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 are diminished as a result of the application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 6.26 SOLICITATION ADVERTISING

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

SEC. 6.27 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award, may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as a 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. ATTACHMENT

SEC. 7.01 ATTACHMENTS

- 1) Proposal Checklist
- 2) Cost Proposal Form
- 3) Offeror Information Form
- 4) Certification of Entitlement to the Alaska Bidder Performance Form
- 5) Experience and Qualifications
- 6) Understanding the Project
- 7) Methodology Used for the Project
- 8) Management Plan for the Project
- 9) Subcontractor (If applicable)
- 10) Request for Clearance
- 11) PREA Employment Disclosure Forms
- 12) Department Policies and Procedures 202.01 and 202.15
- 13) Standard Agreement Form
- 14) FBI Criminal Justice Information Services Security Addendum

Attachment 1

PROPOSAL CHECKLIST

Substance Use Disorder Treatment Services (WCC)

RFP #2027-2000-0003

Offerors are encouraged to use this checklist in preparation for 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.

NOTE:

Offerors who do not respond to each item as specified below may be considered "non-responsive," and the proposal may not be accepted for evaluation.

Description	✓
Sealed original proposal submitted by <u>2:00 PM AKST on March 27, 2026.</u>	
Cost Proposal Form - Hourly Rate Required. (<i>sealed or sent separately</i>)	
Offeror Information Form	
Certification of Entitlement to the Alaska Bidder Preference and other preferences (<i>if applicable</i>)	
Evidence of Alaska Business License (<i>if applying for Alaska Bidder Preference</i>)	
Experience and Qualifications – (<i>Provide Resume/s and Certificates</i>)	
Understanding of the Project	
Methodology Used for the Project	
Management Plan for the Project	
Subcontractors (<i>if applicable</i>)	

Attachment 2
COST PROPOSAL FORM
RFP #2027-2000-0003

Offerors **must** use this form to enter data that will be utilized for evaluation purposes and to convert the cost to points.

The rate per hour proposed shall include all direct and indirect costs associated with the performance of the services required herein. (Direct cost of the individual's time providing the direct service that includes, but is not limited to, personnel costs and fringe benefits. Indirect costs associated with the performance of this contract include, but may not be limited to, insurance, supplies, overhead, local travel, etc.)

Costs on this form are for 12 months or one year of service. Partial fiscal year service periods will be prorated accordingly (*if applicable*). The purpose is to submit costs in a manner that DOC can evaluate and score and then use to establish billing rates for the resultant contract.

Location: WCC							
Program Position	Hourly Rate		Annual Hours		FTE #		Annual Cost
Coordinator	\$	X	1,984	X	1	=	\$
SUD Counselor	\$	X	1,984	X	3	=	\$
Total WCC Program Cost							\$

Proposals must be submitted under the name as it appears on the person's current Alaska business license in order to be considered responsive. Do not enter additional information on this form. If necessary, use a separate page and attach it to the cost proposal.

Print Name: _____

Signature: _____

Date: _____

Organization: _____

Attachment 3

Offeror Information

Revised March 13, 2024

PROJECT INFORMATION

RFP NUMBER: 2027-2000-0003
PROJECT NAME: Substance Use Disorder Treatment Services (WCC)

OFFEROR INFORMATION

Company Name: _____
Address: _____
Tax ID: _____
Alaska Business License #: _____

CONTACT INFORMATION

Provide contact information for the individual who can be contacted for clarification regarding this proposal:

Name _____
Title _____
Address _____
Email _____
Telephone _____

CRITICAL TEAM MEMBERS

Provide the names of all critical team members who will be assigned to this contract. Note: These individuals cannot be removed or replaced from this project, or their positions, unless approved in writing the project director or procurement officer.

Name of Position 1 _____
Name of Position 2 _____
Name of Position 3 _____
Name of Position 4 _____

ADDENDA ACKNOWLEDGEMENT

The offeror acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their proposal. Failure to identify and sign for all amendments may subject the offeror to disqualification. The offeror must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your proposal (add more rows as necessary).

Number	Initials & Date	Number	Initials & Date	Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*
1	The offeror is presently engaged in the business of providing the services & work required in this RFP.	True False
2	The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP.	True False
3	The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state.	True False
4	The offeror confirms that they can obtain and maintain all necessary insurance as required on this project.	True False
5	The offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	True False
6	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.	True False
7	Offeror complies with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True False
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	True False
9	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True False
10	The offeror can provide (if requested) financial records for the organization for the past three years.	True False
11	The offeror has not had any contracts terminated by the State of Alaska (within the past five years).	True False
12	The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	True False
13	The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.	True False
14	The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the state.	True False
15	The offeror certifies that, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	True False
16	The offeror does not have any judgments, claims, arbitrations, or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	True False
17	The offeror has not (now or in the past) been involved in bankruptcy or a reorganization proceeding.	True False
18	Offeror certifies they comply with the laws of the State of Alaska.	True False
19	Offeror confirms their proposal will remain valid and open for at least 90 days.	True False

* Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 words maximum for each "False" clarification) below (add rows as necessary).

Section	Clarification

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals who will work on the contract have 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 services to be provided by the offeror.

Does the offeror, or any individuals who will work on this contract, have a possible conflict of interest?

Yes No

** Failure to answer may be grounds for disqualification.*

If "Yes", please provide additional information regarding the nature of that conflict:

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the proposal, proposal evaluation, or contract:

ALASKA PREFERENCES

If you wish to claim any Alaska Preferences, please complete the Alaska Bidder Preference Certification Form that follows the below signature section.

SIGNATURE

This proposal must be signed by a company officer empowered to bind the company.

Printed Name _____

Title _____

Date _____

Signature _____



Attachment 4

ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME:

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1.	2.
3.	4.
5.	6.

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?
 YES NO

If YES, enter your current **Alaska business license number**:

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

YES NO

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

YES NO

If YES, please complete the following information:

A. Place of Business

Street Address:

City:

ZIP:

“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

YES **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

YES **NO**

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

YES **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

YES **NO**

4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

YES **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated or qualified to do business under the laws of the state?**

YES **NO**

If **YES**, enter your current **Alaska corporate entity number**:

B. A **sole proprietorship** AND the proprietor is a resident of the state?

YES **NO**

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

YES **NO**

Please identify each member by name:

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

YES **NO**

Please identify each member by name:

Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

A. A **sole proprietorship** owned by an Alaska veteran?

YES **NO**

B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?

YES **NO**

C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?

YES **NO**

D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?

YES **NO**

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia;
and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

YES **NO**

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____

Attachment 5

Experience and Qualifications (10%)

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP SEC. 4.03 & SEC. 5.04).

Attachment 6

Understanding of the Project (20%)

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP SEC. 4.04 & SEC. 5.05).

A large, empty rectangular box with a thin black border, occupying the majority of the page below the header and requirements. It is intended for the offeror to provide their 'Understanding of the Project' response.

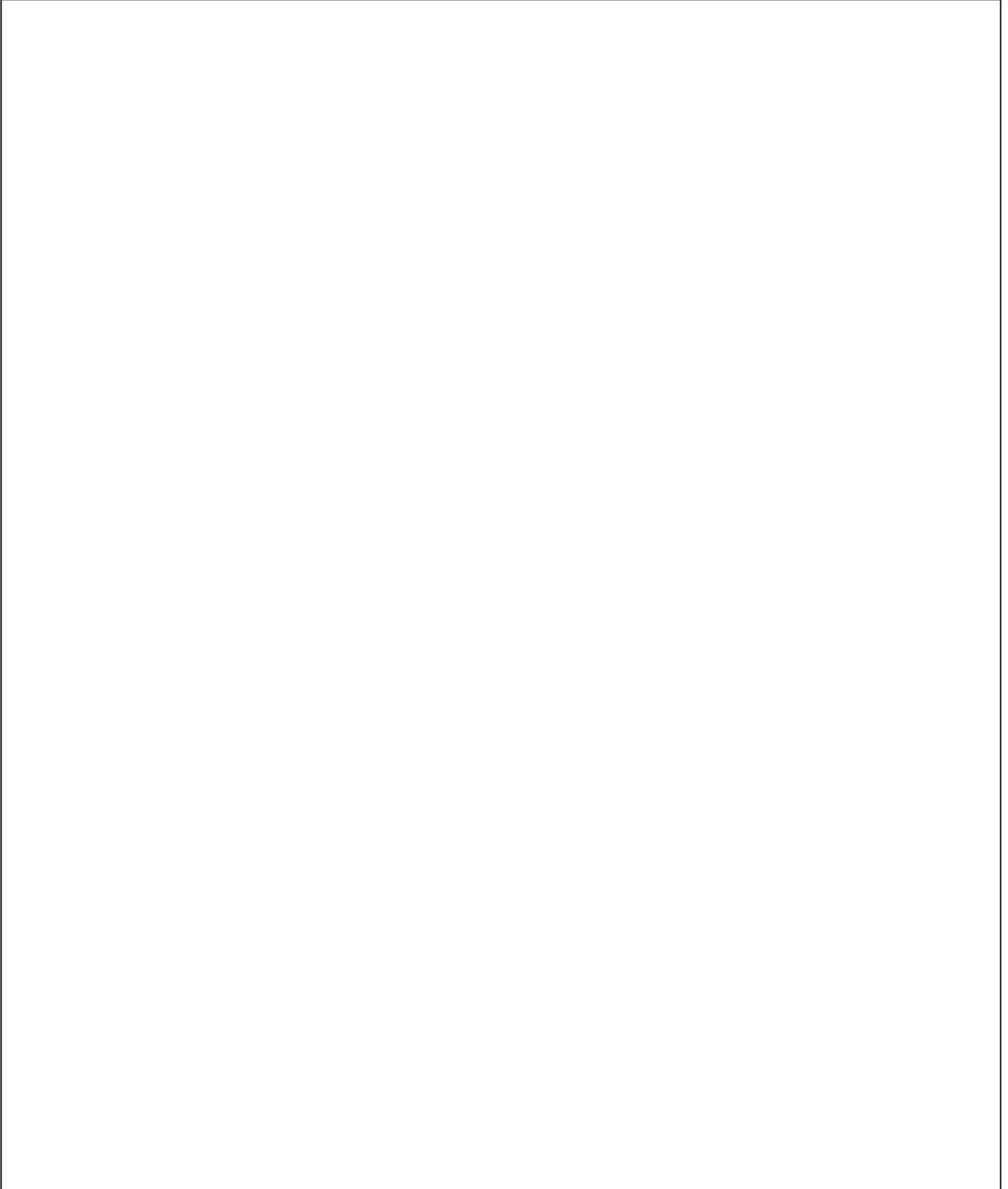
Attachment 7
Methodology Used for the Project (10%)

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP SEC. 4.05 & SEC. 5.06).

Attachment 8

Management Plan for the Project (10%)

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP SEC. 4.06 & SEC. 5.07).

A large, empty rectangular box with a thin black border, occupying the majority of the page below the header and requirements. It is intended for the submission of the Management Plan for the Project.

The following pages contain examples of forms that may be required if awarded a contract. The following forms are NOT required when submitting a proposal.

Attachment 10

State of Alaska

Department of Corrections

REQUEST FOR CLEARANCE

for

Contractor/Contract Staff Background Checks

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: _____

Department Use Only

* * * * *

APSIN/WANTS: Clear: _____ Wants: _____ See Attached: _____

NCIC/WANTS: Clear: _____ Wants: _____ See Attached: _____

Criminal History Check (Alaska) No record found: _____ See Attached: _____

Criminal History Check (other states) No record found: _____ See Attached: _____

Approved by: _____ Date: _____

Contract Oversight Officer/Superintendent,
Division of Institutions

Request Granted: _____ Request Denied: _____

Reason for denial: _____

DOC Staff Signature/Title: _____ Date: _____

Attachment 11



PREA Employment Disclosure

Pursuant to the Prison Rape Elimination Act of 2003 (PREA)

 Name PCN # Date

It is necessary that all Department of Corrections employees, contract staff, and volunteers be carefully screened prior to employment. This includes a review of all prior employment/service with employers that house or provide services to offenders, youths, vulnerable persons, or others in a correctional facility, juvenile facility, residential treatment center, nursing home, personal care program, group home, etc.

Have you ever been employed by or otherwise provided services on a contract or volunteer basis in a prison, jail, lockup, community confinement facility, juvenile facility, or other facilities in which you provided care or treatment for the mentally ill, disabled or mentally challenged, chronically ill, orhandicapped, residential care or treatment facilities for juveniles; facility that provided skilled nursing, short or long-term care or custodial or residential care?

- Yes – Specify all
- No

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

Verification complete Date completed: _____

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

Verification complete Date completed: _____

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

Verification complete Date completed: _____

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

Verification complete Date completed: _____

Attachment 11



PREA Employment Disclosure

****Pursuant to the Prison Rape Elimination Act of 2003 (PREA)****

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

Verification complete Date completed: _____

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

Verification complete Date completed: _____

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

Verification complete Date completed: _____

Facility Name			
Position Title	Location (City, State)	Start End date (00/0000)	Facility contact phone

Verification complete Date completed: _____

Acknowledgment and Release

I understand that a background check will be conducted including, but not limited to, prior employment and contract/volunteer service. I understand that, if hired, untruthful or misleading answers or deliberate omissions may be cause for rejection of my application and removal of my name for consideration for employment with the Department of Corrections. By signing this form, I am acknowledging that the information provided above is accurate and complete and giving my authorization to the release of my information.

Print Name

PCN #

Signature

Date

Attachment 11



Institutional Employment / Service Disclosure

Pursuant to the Prison Rape Elimination Act of 2003 (PREA)

It is necessary that all Department of Corrections employees, contract staff, and volunteers be carefully screened prior to employment. This includes a review of all prior employment/service with employers that house or provide services to offenders, youths, vulnerable persons, or others in a correctional facility, juvenile facility, residential treatment center, nursing home, personal care program, group home, etc.

Applicant Name: _____ **PCN #:** _____

Verification completed by: _____ **Date:** _____

FACILITY:

CONTACT PERSON:

Question 1: Are you aware of whether or not this person engaged in sexual abuse of an offender, detainee, or resident while employed at your facility? If **yes**, please elaborate (e.g., outcomes, determinations, description of allegation)

- Yes
- No

Comments:

Question 2: Are you aware of whether or not this person has ever been the subject of an investigation for engaging, or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?

- Yes
- No

Comments:

Question 3: Are you aware of whether or not this person has ever been civilly or administratively adjudicated to have engaged in the activity described in the prior questions above related to sexual abuse or sexual activity?

- Yes
- No

Comments:



Department of Corrections – Background Information

Applicant Name: _____ PCN #: _____

Date: _____ Completed by: Employee
 Hiring Manger

Question 1: Please select each state or territory in which you have ever lived:

- | | |
|--|---|
| <input type="checkbox"/> I have never lived in the United States or one of its territories | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Alabama | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New York |
| <input type="checkbox"/> California | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> District of Columbia |
| <input type="checkbox"/> Missouri | <input type="checkbox"/> American Samoa |
| <input type="checkbox"/> Montana | <input type="checkbox"/> Guam |
| <input type="checkbox"/> Nebraska | <input type="checkbox"/> Puerto Rico |
| | <input type="checkbox"/> U.S. Virgin Islands |

Attachment 12

	State of Alaska		Index #: 202.01	Page 1 of 2	
	Department of Corrections		Effective: 10/17/14	Reviewed:	
	Policies and Procedures		Distribution: Public	Due for Rev:	10/2018
	Chapter:	Personnel			
Subject:	Code of Ethical Professional Conduct				

- I. Authority
In accordance with 22 AAC 05.155, the Department will maintain a manual composed of policies and procedures established by the Commissioner to interpret and implement relevant sections of the Alaska Statutes and 22 AAC.

 - II. References
Alaska Statutes
AS 18.80.200, AS 39.52.010-.960, AS 39.90.010-.150
Alaska Administrative Code
13 AAC 85.230

 - III. Purpose
To establish uniform procedures within the Department for ethical and professional conduct of staff, contractors, and volunteers.

 - IV. Application
All staff, contractors, and volunteers

 - V. Definitions
 - A. Ethical: Conforming to a standard of what is right and good.
 - B. Professional: Behavior and conduct befitting a person employed in a position of public trust.

 - VI. Policy
Every employee, volunteer and contractor shall abide by the Alaska Police Standards Council Code of Ethics for Correctional, Probation, and Parole Officers.

 - VII. Procedures
 - A. All employees and contractors shall review and sign the Code of Ethical Professional Conduct for Employees (Form 202.01A). Failure to do so may result in disciplinary action.
 - B. A copy of the signed form shall be maintained in the employee's permanent personnel file, or for a contractor, in a file maintained by the Division of Administrative Services for this purpose.
 - C. If employees, supervisors, or managers do not understand any portion of the Code, it is their responsibility to request clarification from their supervisors prior to signing the form.
 - D. Employees, including supervisors and managers, who violate the Code of Ethical Professional Conduct are subject to corrective or disciplinary action.
 - E. All volunteers shall review and sign the Code of Ethical Professional Conduct for Volunteers (Form 202.01B). A copy of the signed form will be retained by the Institutional Volunteer Supervisor.
-

VIII. Implementation

This policy and procedure is effective as of the date signed by the Commissioner. Each manager shall incorporate the contents of this document into local policy and procedure within fourteen (14) days of the effective date. All local policies and procedures must conform to the contents of this document.

10.17.2014
Date

SIGNATURE ON FILE
Joseph D. Schmidt, Commissioner
Department of Corrections

Applicable Forms to this Policy:

202.01A (Code of Ethical Professional Conduct for Employees)

202.01B (Code of Ethical Professional Conduct for Volunteers)

Original: 1/21/1985 (Code of Ethics and Standards of Conduct)
Revised 4/17/1985
Revised: 4/2/1990
Revised: 7/25/1991
Revised: 4/15/2000 (Code of Ethical Professional Conduct)
Revised: 11/22/2002
Revised 12/3/2007

**DEPARTMENT OF CORRECTIONS
EMPLOYEES
CODE OF ETHICAL PROFESSIONAL CONDUCT**

As an employee of the Department of Corrections, whether a Correctional, Probation, or Parole Officer, or in another capacity, my fundamental duty is to respect the dignity and individuality of all people, to provide professional and compassionate service, and to be unfailingly honest. I will not discriminate against any person on the basis of race, religion, color, national origin, sex, age, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or any other class protected bylaw, and will respect and protect the civil and legal rights of all inmates, probationers, and parolees.

I will respect the right of the public to be safeguarded from criminal activity and will be diligent in recording and making available for review all case information that could contribute to sound decisions affecting the public safety, or an inmate, probationer, or parolee. I will maintain the integrity of private information and will neither seek personal data beyond that needed to perform my duties, nor reveal caseinformation to anyone not having a proper professional use for the information. In making public statements, I will clearly distinguish between those that are my personal views and those that are made onbehalf of the agency. I will not use my official position to secure privileges or advantages for myself andwill not accept any gift or favor that implies an obligation inconsistent with the objective exercise of my professional duties.

I will not act in my official capacity in any matter in which I have a personal interest that could in the least degree impair my objectivity. I will not engage in undue familiarity with inmates, probationers, or parolees. I will report any corrupt or unethical behavior of a fellow correctional, probation, or parole officer that could affect either an inmate, probationer, or parolee, or the integrity of the agency, but will not make statements critical of colleagues or other criminal justice agencies unless the underlying facts are verifiable. I will respect the importance of, and cooperate with, all elements of the criminal justice system, and will develop relationships with colleagues to promote mutual respect for the profession and improvement of the quality of service provided.

I have read the Code of Ethical Professional Conduct and have sought and obtained clarification of portions which I did not understand. I recognize that failure to abide by the Code may result in corrective, disciplinary, or other appropriate action, up to and including dismissal.

Printed Name

Signature

Date

<p>STATE OF ALASKA DEPARTMENT OF CORRECTIONS</p>  <p>POLICIES & PROCEDURES</p>	SECTION: Administration	PAGE: Page 1 of 12	
	CHAPTER: 200	NUMBER: 202.15	P&PTYPE: Public
	TITLE: Standards of Conduct		
	APPROVED BY:  Dean R. Williams, Commissioner		DATE: 02/15/17
ATTACHMENTS / FORMS: (A.) Standards of Conduct Certificate of Review and Compliance.	AUTHORITY / REFERENCES: 22 AAC 05.045 AS 33.30.011 22 AAC 05.060 AS 33.30.021 22 AAC 05.095 AS 39.28 22 AAC 05.155 AS 39.52 22 AAC 05.196 AS 39.90.010-150 AS 12.62.120 AS 44.09.015 AS 12.62.900 AS 44.28.030 AS 18.80.200 DOC P&P 202.01 AS 33.05.010 FBI CJIS Security Policy. AS 33.16.180 State of Alaska Constitution, Art. I, Sec. 3, Civil Rights. HIPAA, Pub. L. 104-191. ADA, 42 U.S.C. 12101 et seq.		

POLICY:

It is the policy of the Department of Corrections (DOC) that in the daily performance of their duties, employees will demonstrate honesty, integrity, and respect for the worth and individuality of all persons. Department employees shall also demonstrate a strong commitment to professional and ethical correctional service.

APPLICATION:

This policy and procedure will apply to all Department employees.

DEFINITIONS:

As used in this policy, the following definitions shall apply:

Business Relationships:

A relationship between individuals or companies entered in to for commercial purposes and usually some kind of financial gain. Such relationships are sometimes formalized with legal contracts or agreements.

Conflict Of Interest:

A situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and a competing professional or public interest.

SUPERCEDES POLICY DATED:	01/09/08
THIS POLICY NEXT DUE FOR REVIEW ON:	02/15/22

SECTION:	Administration	PAGE:	Page 2 of 12
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P&P TYPE:		Public	

Egregious Misconduct:

Misconduct that is extraordinary in some bad way, and includes but is not limited to, the definition of egregious misconduct found in applicable collective bargaining agreement.

Illegal Behavior:

Behavior that falls outside the law.

Investigations:

The formal or systematic examination or research of an event or person based on the study of factual information. There are various types of investigations including:

- **Official Investigations:**
Investigations that are conducted with the intent of being formally recorded. Such investigations usually follow a set format and would have an outcome that is documented in some official manner.
- **Internal Investigations:**
Investigations undertaken by the Department of Corrections and kept within the Department. Such investigations may not involve outside agencies and the outcome of the investigations would typically not be released outside of the Department.
- **Administrative Investigations:**
Investigations based on the possibility that the event or conduct of the person in question may have involved some form of misadministration (such as the breach of a policy), with the aim of corrective action or discipline when warranted.
- **Criminal Investigations:**
Investigations to determine whether the event or conduct of the person in question may have been criminal in nature.

Medical Information:

Any written, verbal, or electronic information about a person's health status (past or present) or the provision of health care.

Professional Conduct:

Behavior befitting a person employed in a position of public trust.

Unethical Behavior:

Behavior that falls outside of what is considered morally right or proper for a person, profession, or an industry, including behavior which conflicts with the Alaska Executive Branch Ethics Act (AS 39.52) or the Department's Code of Ethical and Professional Conduct (DOC P&P 202.01).

PROCEDURES:

The following rules and standards express in general terms the conduct expected of DOC employees. Violations

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of these principles may result in corrective or disciplinary action, up to and including dismissal. Instances of egregious misconduct may result in immediate dismissal. The following list is not all-inclusive. In addition to generally accepted principles of employment (e.g., employees may not steal from their employers), the State of Alaska and each DOC office or institution has site specific policies and procedures, the violation of which may result in corrective or disciplinary action.

I. General Provisions:

- A. Employees shall comply with and obey all federal, state, and municipal laws.
- B. Employees shall comply with and obey all DOC regulations, policies and procedures, operational memoranda, orders, and instruction. Employees shall not aid, abet, or incite another employee to violate these guidelines.
- C. Employees shall promptly obey directives given by supervisors. If a directive is in conflict with a previous directive, the employee shall inform the supervisor of the conflict. If the supervisor does not retract or alter the directive, it shall stand; however, employees shall not be compelled to obey any directive that would require them to commit or abet an unlawful act.
- D. Failure to obey an order lawfully issued by a supervisor or the use of abusive language toward a supervisor shall be deemed an act of insubordination.
- E. Unlawful discrimination, workplace harassment, or creating a disrespectful workplace will not be tolerated. Employees, offenders, and their families shall be treated professionally at all times regardless of their race, religion, color, creed, national origin, physical or mental disability, sex, marital status, changes in marital status, pregnancy, parenthood, or age.
- F. The DOC complies with the State's Equal Employment Opportunity (EEO) Act (AS 39.28) that prohibit retaliation against an employee in any aspect of employment including promotion, job assignment, or any other terms or conditions of employment because that employee filed a charge of discrimination, complained about illegal discrimination, or because they participated in an employment discrimination proceeding such as an investigation.
- G. When dealing with the public, offenders, and each other, employees shall be courteous and respectful. Employees shall not use violent, profane, or abusive language or gestures.
- H. Employees shall be truthful and forthright in their statements and communications regarding other employees or offenders.
- I. Employees will avoid any conduct, on or off duty, which compromises their integrity and betrays the trust, faith, and public confidence in the DOC.
- J. Employees are obligated to be accountable and efficient in the use of state resources. Employees shall not use or allow the use of state time, supplies, or state-owned or leased property and equipment for their

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personal gain. Use of state equipment and resources must not violate the State's Executive Branch Ethics Act (AS 39.52). Loss, misuse, misplacement, theft, or destruction of state property must be reported to the appropriate supervisor immediately. Employees shall not appropriate any lost, found, evidential, or DOC property for their own use.

- K. Employees shall report fit for their duty assignment, punctually at the time and place directed. Employees are prohibited from engaging in unprofessional conduct which prohibits immediate response in case of emergency.
- L. Employees are required to remain alert and attentive during duty hours. Sleeping, or being distracted by non-job-related activity that in itself constitutes an unprofessional use of state time is strictly forbidden. Examples of unprofessional use of state time include playing games, extended and recreational reading of newspapers, books and magazines; extended periods of non-work-related internet use, including web surfing; engaging in lengthy personal phone calls and any other action which results in a failure to be attentive of the security and safety of the institution/ office. This list is not all inclusive, and there are other activities that are non-job related which may also constitute an unprofessional use of state time warranting discipline, up to and including dismissal.
- M. Employees shall not knowingly falsify any document nor willfully depart from the truth in giving testimony or in connection with any official duty or investigation.
- N. Employees shall not interfere with any action or investigation assigned to another employee or interfere with DOC operations.
- O. Any level of intoxication or the use or possession of any kind of alcoholic beverage, legal intoxicant or illegal or non-prescribed controlled substance, or drug paraphernalia on the job or on DOC property is prohibited. Employees on duty are not to smell of or to be under the influence of alcohol or marijuana. Employees smelling of or appearing to be under the influence of alcohol or marijuana may be requested to be the subject of an alcohol / drug test. Nor may employees report for duty under the influence of any over the counter or prescription-controlled substance if that substance adversely impacts the employee's ability to perform their duties.

II. Conflicts of Interest:

- A. Employees shall avoid situations that give rise to a financial or personal conflict of interest and shall abide by the provisions of the Alaska Executive Branch Ethics Act (AS 39.52).
- B. Employees shall refuse to accept any gifts, presents, subscriptions, favors, gratuities, scholarships, or promises that could be interpreted as being offered to the employee in order to cause a DOC employee to refrain from performing his or her official duties, or to provide special favor or status to offenders or contractors providing services to the DOC.
- C. Employees shall not accept private or special advantage from their official status as employees of the DOC. DOC credentials, uniforms, identification cards, or badges may not be used to coerce, intimidate,

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or deceive others or to obtain any privilege or articles not otherwise authorized in the performance of official duties.

- D. Employees shall not engage in any other employment during scheduled work hours, nor shall any State resources be used in furtherance of off-duty employment (paid or unpaid), volunteer, or business activities. Time off for volunteer activities (emergency search and rescue, volunteer fire service, etc.) is subject to the normal leave provisions. This restriction shall not apply to employees involved in legitimate military service, such as the AK State Defense Force or Army National Guard.
- E. Employees shall accept no position, paid or unpaid, that conflicts with their duty to report wrongdoing by offenders, volunteers, staff, or members of the public.

III. Relationships Between Supervisors and Subordinates and Relationships Between Peers:

- A. Dating, romantic, sexual relations, or engaging in joint business relationships between supervisors and subordinates when the subordinates are within the direct supervisory chain of command of the supervisor is prohibited. If such a relationship exists or develops, the employees involved shall report it to the office or institution manager to discuss the arrangements that must be made (e.g., shift or supervisory reassignments) to comply with this policy. Exceptions to the policy require written approval by the Commissioner. It is understood that a transfer of one party may be the result of such a relationship and that such an action shall not be considered an act of discipline.
- B. Dating, romantic, sexual relations, or engaging in joint business relationships between employees and a supervisor in their chain-of-command at any level is also prohibited. If such a relationship exists or develops, the employees involved shall report it to the appropriate Division Director and duty reassignments may be made to comply with this policy.
- C. Dating, romancing, sexual relations, engaging in joint business or the ending of such relationships with a coworker shall not interfere with the performance of the employee's duties nor create a hostile workplace for co-workers.
- D. Supervisors shall not give, accept, or solicit gifts, money, or favors to or from peers or employees under their supervision. Gifts of minor monetary value (e.g., Christmas, birthday, and retirement presents) or collections for flowers or gifts on occasions of grief or celebration are not considered contrary to the spirit of this policy. At no time shall such gifts be purchased with State funds.
- E. Supervisors shall not use abusive or obscene language toward a subordinate nor shall subordinates use abusive or obscene language toward a supervisor.
- F. At no time shall a supervisor show undue favoritism to a subordinate. Undue favoritism is a conflict of interest with an employee's obligation to exercise fairness and professional judgment in the conduct of State business. Employees shall avoid participation in situations that may create undue favoritism.

IV. Relationships with Offenders and Family Members of Offenders:

SUPERCEDES POLICY DATED:	01/09/08
THIS POLICY NEXT DUE FOR REVIEW ON:	02/15/22

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- A. Brutality, physical violence, or verbal abuse of offenders by employees will not be permitted. Employees are authorized to use only that level of force necessary to control an offender or to enforce legitimate and legal commands as provided in the Department's use of force policy.
- B. Employees will not exchange special treatment or favors or make threats to obtain information from offenders.
- C. Except as set out in D. below, employees may not knowingly maintain social, sexual, business, or financial associations with offenders that are under the supervision of the DOC, or a member of the offender's immediate family. This prohibition applies to any state or federal offender under the supervision of the DOC, whether the offender is actively detained or incarcerated at a DOC institution, or whether the offender is not incarcerated but is on probation, parole, or furlough supervised by the DOC. This includes, but is not limited to, telephone calls, letters, notes, social media communications or other communications outside the normal scope of employment. Business relationships do not include the purchase of merchandise or groceries from a legitimate retail outlet or the purchase of services from a legal business. Exceptions to this rule include pretrial defendants released on bail unless the defendant is under the supervision of a probation office and those employees who are actively involved in common pro-social activities with offenders such as work, school, treatment programs, sports leagues, and supportive re-entry efforts.
- D. Employees shall not directly or indirectly give to or accept from any offender or member of the offender's family anything in the nature of a gift or promise of a gift.
- E. Employees shall not engage in any unauthorized game, contest, sport, or betting with any offender. Exceptions to this rule include pro-social, organized sports activities.
- F. During the performance of their duties or while acting as representatives of the DOC, employees may not sign any petition, letter, or recommendation to the courts or to representatives of the courts regarding leniency, pardon, probation, parole, or any other form of criminal case disposition on behalf of an offender unless:
 1. To do so is a requirement of his or her position; or
 2. The employee has received authorization from the institution or office manager.
- G. Regardless of where the employee works in the DOC, in cases where a close personal relationship with an offender or offender's family member existed prior to the offender coming under the supervision of the DOC, the employee shall notify their chain-of-command in writing immediately. The institution or office manager shall determine the appropriate parameters of the employee's conduct toward the offender or offender's family. It is understood that a transfer of one party may be the appropriate reaction to such circumstance and will not be considered disciplinary.
- H. Employees shall not discuss their personal life or another employee's personal life with offenders.

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I. Employees shall not bring into or carry out of any DOC institution any items for offenders. All items received or purchased from offenders or given to offenders will be through official sanctioned channels and will have prior approval of the office or institution manager. The introduction of any items of contraband onto the grounds of any secure institution is prohibited.

V. Illegal or Unethical Behavior:

- A. Employees are expected to obey all federal, state, and local laws. Neither the absence of a criminal complaint or conviction, nor the dismissal of or acquittal on a criminal charge, shall preclude internal administrative investigation and discipline regarding allegations of illegal or unethical conduct, on or off duty.
- B. DOC employees have an affirmative obligation to report immediately in writing to their office or institution manager any knowledge of criminal activity or unethical action on the part of other employees while on duty or on DOC premises.
- C. When an employee is the subject of an external criminal investigation, has been arrested for, charged with, or convicted of any felony or misdemeanor (except minor traffic violations), or is required to appear as a defendant in any criminal court, that employee shall immediately inform and provide a written report to the employee's chain-of-command. The officer or institution manager shall inform the Director of the division in which the employee is a member and the appropriate Human Resource Manager.
- D. While off duty, employees shall not associate or deal with persons who are known to be involved in illegal activities.

VI. Reports and Investigations:

- A. Reports and logs submitted by employees shall be truthful and complete. No employee shall knowingly enter or cause to be entered any inaccurate, false, or improper information, nor shall they fail to include pertinent information known to them regarding the matter at issue.
- B. Employees shall not convert to their own use, conceal, falsify, destroy, remove, tamper with, or withhold any property or evidence.
- C. During the course of an official investigation an employee can be ordered to cooperate in an internal / administrative investigation and must truthfully answer questions that are specifically, directly, and narrowly related to the employee's official conduct, to include providing a signed statement or affidavit if requested. Statements made pursuant to an order to cooperate in an internal/ administrative investigation and evidence that is derived from the statements cannot be used against the employee in any criminal proceeding.

An employee will not be compelled in any criminal investigation to be a witness against themselves. Employees interviewed in conjunction with a criminal investigation will be afforded all rights under

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Miranda v. Arizona (1966) and the Fifth Amendment of the US Constitution.

VII. Medical Information:

- A. Employees are reminded that medical information that the DOC gathers and maintains is protected by federal and state laws and regulations, such as the Health Insurance Portability and Accountability Act (HIPAA).
- B. All medical information (including mental health and substance abuse information) is considered confidential, and employees may not disseminate or release any medical information without first ensuring that:
 - 1. The release is authorized by law or the person whose information it is; and
 - 2. The person (or entity) requesting the information is authorized to receive it.
- C. Employees are expected to handle medical information in a way that preserves its confidentiality at all times. This means restricting access to stored medical information, not leaving medical information accessible when it is not being used and transmitting medical information in a secure manner so that it may not be viewed or intercepted by those not authorized to view or receive it.
- D. Employees who come in to contact with medical information indirectly, such as officers escorting offenders to medical appointments or clerical staff working in clinics, are also expected to keep the information confidential. Any medical information that employees may see or hear as part of their normal duties should be handled appropriately and kept confidential.
- E. If an employee is witness to any misuse or mishandling of medical information, they shall immediately report it to their supervisor. Reports of misuse or mishandling of medical information will be taken seriously and will be investigated. Employees found to have misused or mishandled medical information may face discipline.

VIII. Criminal Justice Information:

- A. Employees are reminded that criminal justice information that the DOC gathers and maintains (whether handwritten or electronic) is protected by federal and state laws and regulations, such as the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy and Alaska Statute 12.62.160.
- B. According to the FBI (CJIS Security Policy, Appendix A) and Alaska Statute (AS 12.62.900) criminal justice information may include:
 - 1. Biometric data;
 - 2. Identity history;
 - 3. Person data;
 - 4. Organization data;

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5. Property (when accompanied by any personally identifiable information) data;
6. Case/ incident history data;
7. Non-conviction information;
8. Correctional treatment information; and
9. Information relating to a person to be located, whether or not that person is wanted in connection with the commission of a crime.

C. The DOC makes use of several different repositories for criminal justice information including the Alaska Public Safety Information Network (APSIN) operated by the Department of Public Safety and the DOC's own Alaska Corrections Offender Management System (ACOMS). This policy shall apply to any additional criminal justice information systems that are either created or adopted in the future for DOC use.

D. Access to these databases is restricted and employees shall only access information in these databases when a legitimate business need exists. No employee shall access these databases for personal use.

E. DOC employees are also prohibited from altering or deleting any documentation or criminal justice information entered into a criminal justice information system (such as the DOC offender management system) by another person, without first securing the approval of their Superintendent, Chief Probation Officer or equivalent supervisor or their designee. Before granting approval for an employee to alter or delete documentation or criminal justice information entered by another person, the supervisor or designee shall be satisfied that the alteration / deletion is legitimate and necessary for business needs.

F. All criminal justice information is considered confidential, and employees may not disseminate or release any criminal justice information without first ensuring that:

1. The release is authorized by law or the person whose information it is; and
2. The person (or entity) requesting the information is authorized to receive it.

G. Employees are expected to handle criminal justice information in a way that preserves its confidentiality at all times. This means restricting access to stored criminal justice information, not leaving criminal justice information accessible when it is not being used and transmitting criminal justice information in a secure manner so that it may not be viewed or intercepted by those not authorized to view or receive it.

H. If an employee is witness to any misuse or mishandling of criminal justice information, they shall immediately report it to their supervisor. Reports of misuse or mishandling of criminal justice information will be taken seriously and will be investigated. Employees found to have misused or mishandled criminal justice information may face discipline, as well as legal action.

IX. Public Statements and Disclosure of Information:

A. All official statements for public release concerning the affairs of the DOC must be authorized by the Commissioner, a Deputy Commissioner, a Division Director, or designee.

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- B. In any public statement, employees will clearly distinguish between those that are positions of the DOC and those that are personal views. Employees are responsible for the accuracy of their statements.
- C. Employees shall not disclose confidential information (ranging from personal data concerning employees and offenders to information that would breach security or endanger any person) unless authorized in policy or having been directed to do so by the employee's Director or designee. Employees who receive such a request for information will refer the inquiring party to the office or institution manager.
- D. Social Media:
1. When identifying yourself as a DOC employee on social media **or** if you have a position for which your DOC association is known to the general public, ensure your profile and related content is consistent with how you wish to present yourself as a professional employee, appropriate with the state and public trust associated with your position. DOC employees shall have no expectation of privacy when using social media tools.
 2. All posts or comments on social media that may be related, directly or indirectly, to your employment by the State of Alaska and the Department of Corrections shall be preceded by a disclaimer that clearly states that the opinions or views expressed are yours alone and do not represent the views of the DOC or your institution or office.
 3. Without written permission from the Commissioner, or designee, the use of any image or photograph of images that belong to the DOC is prohibited, including:
 - a. Department shoulder patch;
 - b. Department official logo;
 - c. Photographs or any graphic rendition of any DOC building, office, institution, or grounds; and
 - d. Any image of an offender (with or without permission).
 4. Without written permission from the Lieutenant Governor, the use of the state seal is prohibited.
 5. In a publicly accessible forum, employees shall not discuss any DOC related information that is not already considered public information. The discussion of sensitive, privileged, or protected information is strictly prohibited. This rule applies even in circumstances where password or other privacy controls are implemented.
- E. Employees are prohibited from accessing official records of any kind unless doing so is a part of the employees' job requirements.
- F. Employees shall not remove any documents or other items from files or make copies of records or documents, except in accordance with established procedures or upon proper authorization. Employees shall not use, or release for use, official information for private purposes.

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G. Former employees will be granted access only to DOC information available to other members of the public and will have no greater standing than members of the public.

X. Clothing and Uniforms:

While on duty all employees will adhere to the DOC's policies on uniforms and appearance.

XI. Egregious Misconduct:

Egregious misconduct may warrant immediate dismissal on a first offense. The following lists are not all inclusive. Executive Branch employees are subject to additional statutes, regulations, policies, and other directives, the violation of which may result in dismissal for a first offense. Also, the totality of circumstances in a given circumstance may warrant immediate dismissal on a first offense whether or not a specific violation is listed below.

A. All DOC employees are prohibited from:

1. Engaging in unlawful discrimination or harassment;
2. Engaging in dishonesty, including dishonesty during an investigation into misconduct alleged to have been committed by the employee or by the employee's co-workers;
3. Theft of State time or resources;
4. Gross disobedience or insubordination;
5. Use, possession or being under the influence of alcohol or any illegal controlled substance on DOC's time or premises;
6. Engaging in physical assault or misconduct, abusive, or lewd behavior;
7. Abandonment of duties;
8. Involvement in illegal activities, including but not limited to conviction of a felony or misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest), could adversely affect the employee's availability, ability, or fitness to perform the employee's duties, or adversely impacts the DOC 's ability to carry out its mission;
9. Intentionally aiding or abetting on offender's escape or attempted escape;
10. Introducing contraband onto the grounds of a secure institution;
11. Using excessive force on an offender;

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12. Engaging in undue familiarity, including but not limited to sexual contact, with an offender;

13. Intentionally or negligently endangering or breaching security, including releasing of confidential information when such release has the effect of endangering security; and

14. Being involved in illegal activities, on or off duty, regardless of whether charged or convicted of a crime.

B. Egregious misconduct includes:

1. Conviction of any felony; and

2. Conviction of a misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest) adversely affects the employee's availability, ability, or fitness to perform the employee's duties, or may adversely impact the DOC 's reputation or ability to carry out its mission. Misdemeanor convictions involving domestic violence (whether or not charged as a crime of domestic violence), DUI, refusal of chemical breath test, sexual assault or abuse, or the illegal possession, use, transport, transfer, or sale of a controlled substance, by their nature may subject an employee to disciplinary action up to and including termination.

XII. Responsibilities:

A. Division Directors shall ensure dissemination, posting, training, and enforcement of this policy.

B. Office and institution managers and supervisors shall ensure that all employees or persons from other agencies, whose assignment is primarily on the premises of DOC institutions or offices, have read, understand, and adhere to this policy. Failure of managers or supervisors to do so may result in discipline up to and including dismissal.

C. Failure on the part of any employee to implement this policy may constitute grounds for disciplinary action up to and including dismissal from public service.

D. The Human Resources Office shall provide all new employees with a copy of this policy as part of the new employee information packet.

E. All employees shall sign the *Standards of Conduct Certificate of Review and Compliance* (Attachment A), which will be placed in the employee's permanent personnel record. If an employee does not understand any section of this policy, it is the employee's responsibility to obtain clarification from the employee's supervisor prior to signing the Certificate.

F. Any variance from this policy must have prior written authorization from the Commissioner or their designee.

Standards of Conduct: Certificate of Review and Compliance

I have read Policy 202.15 Standards of Conduct (12/07) and have sought and obtained clarification of any portions which I did not understand. I recognize that failure to abide by the Standards of Conduct may result in corrective, disciplinary, or other appropriate action.

Printed Name _____

Signature _____

Date _____

(Attachment 13) 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		<p>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.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		<p>Signature of Head of Contracting Agency or Designee</p>	<p>Date</p>
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.

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

Attachment 14

APPENDIX H SECURITY ADDENDUM

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, penal, and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to ensure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement),

subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use, or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks, and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION
SERVICES SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating, or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating, or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative