



STATE OF ALASKA
Department of Corrections
Anchorage Procurement Section
550 W. 7th Avenue, Suite 1800
Anchorage, Alaska 99501

Request for Proposals
RFP Number 2016-2000-3084
Date of Issue: April 30, 2015

Title and Purpose of RFP:

**Substance Abuse Treatment Services
for Cognitively Disabled Sex Offenders**

Anchorage, Alaska

Offerors Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must continue to monitor that same web site for additional postings and/or register with the procurement officer listed in this document to receive subsequent amendments. Failure to acknowledge amendments to this RFP may result in the rejection of your offer.

Mary Lockwood
Procurement Officer

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit one original plus two copies of their proposal, in writing, to the procurement officer in a sealed package. Proposals must be clearly marked on the outside of the sealed package with the procurement officer's name, the RFP number, and addressed as follows:

(Name/Return Address)

**State of Alaska, Department of Corrections
Attention: Mary Lockwood, Procurement Officer
550 W. 7th Avenue, Suite 1800
Anchorage, AK 99501**

RFP #2016-2000-3084, SOMP: Substance Abuse Treatment

Proposals must be received no later than **4:30 PM Alaska Time on May 21, 2015**. Neither faxed proposals nor emailed proposals are acceptable unless prior arrangements have been made with the procurement officer. Oral proposals are not acceptable.

An offeror's failure to submit their proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Procurement Officer: All questions and correspondence regarding the request for proposals should be directed to:

Mary Lockwood
Phone: (907) 269-7352
Fax: (907) 269-7345
TDD: (907) 269-7340
Email: mary.lockwood@alaska.gov

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed the rest of the schedule will likely be shifted by the same number of days, or as appropriate.

The length of the contract will be from July 1, 2015 through June 30, 2016 plus possible renewals to 10/31/18 at the same price, and under the same terms and conditions as the original contract. The optional contract renewals shall be exercised solely at the discretion of the State.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over 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) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The *approximate* contract schedule is as follows:

- Issue RFP: April 30, 2015
- Deadline for Receipt of Proposals: May 21, 2015
- Proposal Evaluation Committee completes evaluation by: May 27, 2015
- State of Alaska issues Notice of Intent to Award a Contract: June 3, 2015
- State of Alaska issues contract (target date): June 17, 2015
- Contract start date: July 1, 2015
- First contractor work period: July 1, 2015 – June 30, 2016
- Second contractor work period: July 1, 2016 – June 30, 2017
- Third contractor work period: July 1, 2017 – June 30, 2018
- Final contractor work period: July 1, 2018 – October 31, 2018

1.03 Purpose of the RFP

The Department of Corrections is soliciting proposals from qualified service providers for the provision of outpatient substance abuse treatment to adults on probation and parole supervision who have been convicted of sexual offenses and who also are cognitively impaired or suffer from severe mental illness. The successful offeror will be part of a multi-disciplinary team collectively working towards the management of the program participants. A more detailed description of the scope of work is provided in Section Five.

1.04 Budget

Funds have been identified for the initial period of performance. Approval for continuation of a contract resulting from this solicitation is contingent upon legislative appropriation. Funds are limited and negotiations may be necessary depending upon the cost of proposals submitted.

1.05 Location of Work

The services are to be provided in Anchorage, Alaska. Office space is the responsibility of the contractor.

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

1.06 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: <http://www.state.gov/g/tip/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

1.07 Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

1.08 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

1.09 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer. The interested party must confirm telephone conversations in writing.

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.

1.10 Amendments to the RFP

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

Note: Amendments to the RFP will be posted on the State of Alaska online public notice web site as soon as released. The procurement officer will make every reasonable attempt to provide amendments to the contact address provided by a registered vendor. However, it

is a vendor's responsibility to check the online web site to verify they have received any and all amendments issued prior to submitting a proposal.

1.11 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.

1.12 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 counter-offer 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 to be in its best interest. A proposal from a debarred or suspended offeror shall be rejected.

1.13 State Not Responsible for Preparation Costs

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.14 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.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.15 Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror shall identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. All subcontractors providing direct clinical services must meet specific qualifications for Approved Providers as indicated in subsection 2.08.

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:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) 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.

1.16 Joint Ventures

Joint ventures will not be allowed.

1.17 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;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

1.18 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner, Department of Corrections, 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 program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.19 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.

1.20 Solicitation Advertising

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

1.21 News Releases

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

1.22 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.

1.23 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.24 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.

1.25 Federal Requirements

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

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 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 opening date.

2.02 Pre-proposal Conference

No pre-proposal conference is scheduled.

2.03 Site Inspection

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

2.04 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.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.11 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- (a) 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
- (b) if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06 Clarification of Offers

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

2.07 Discussions with Offerors

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

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

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

2.08 Qualifications and Experience

In order for offers to be considered responsive, offerors must meet the following minimum requirements. An offeror's failure to meet the minimum qualification requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

(a) Professional Qualifications

- Education –B.A. or B.S. from accredited university in social sciences
- Experience, Chemical Dependency Counselor – The Chemical Dependency Counselor must either be Alaska Commission for Behavioral Health Certification (ACBHC), Alaska Certification Board certified at Level II, or if not, the individual must have the experience equivalent to an Alaska Certification Board Chemical Dependency Counselor, Level II and commit in writing to achieve this certification within two years. The chemical dependency counselor must have experience in dual-diagnosis treatment. Experience working with severe personality disorders is strongly preferred. The counselor must be an employee in an Alaska State Approved Substance Abuse Treatment agency or he/she must have the experience serving as a Clinical Supervisor for an Alaska State Approved Substance Abuse Treatment agency for a minimum of three (3) years. It is preferable that an individual who is not an employee of an Alaska State Approved Substance Abuse Treatment agency be Alaska Board Certified at Level III.
- Experience, Agency – The offeror must demonstrate a successful history in providing and administering services as required under this RFP, or similar services.

Note: Per RFP section 6.04(b), it is strongly preferred that offerors additionally have experience in providing and administering mental health services within correctional environments and/or to correctional clientele, particularly those convicted of a sexual crime. Consideration, as applicable, will be given during the proposal evaluation process.

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

2.09 Evaluation of Proposals

The procurement officer, their designee, 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 Seven of this RFP.

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

2.10 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.

2.11 F.O.B. Point

Not Applicable

2.12 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 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, P. O. 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:

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

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

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

2.13 Application of Preferences

Certain preferences apply to all contracts for professional services, 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 Department of Administration, Division of General Services' web site:

<http://doa.alaska.gov/dgs/policy.html>

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 Disability 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.

2.14 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990(25), & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied prior to evaluation. 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 Affidavit

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

2.15 5 Percent Alaska Veteran Preference, AS 36.30.321(f)

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990(25) as an Alaska Bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Affidavit

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

2.16 Formula Used to Convert Cost to Points, AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See Section Seven to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

| | | | |
|------------|---|---------------------|----------|
| Offeror #1 | - | Non-Alaskan Offeror | \$40,000 |
| Offeror #2 | - | Alaskan Offeror | \$42,750 |
| Offeror #3 | - | Alaskan Offeror | \$47,500 |

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

2.17 Alaska Offeror's Preference – AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska Bidders, as defined in AS 36.30.990(25), are eligible for the preference. Alaska offerors will receive 10 percent of the total available points added to their overall evaluation score as a preference.

EXAMPLE

Alaska Offeror's Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{ccccccc} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror's Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 89 points

Offeror #2 - 80 points

Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

Offeror #1 - 89 points

Offeror #2 - 90 points

Offeror #3 - 98 points

Offeror #3 is awarded the contract.

2.18 Contract Negotiation

2 AAC 12.315 Contract Negotiations – After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in a reserved conference room of the Robert B. Atwood Building in Anchorage, Alaska.

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

2.19 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.

2.20 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

2.21 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:

- (a) the name, address, and telephone number of the protester;
- (b) the signature of the protester or the protester's representative;
- (c) identification of the contracting agency and the solicitation or contract at issue;
- (d) 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."

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a fixed price contract.

3.02 Contract Approval

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.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). 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. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

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

3.05 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.

3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form Appendix B2, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B2 must be set out in the offeror's proposal.

3.07 Bid Bond - Performance Bond - Surety Deposit

Not used.

3.08 Contract Funding

Approval or continuation of a contract resulting from this solicitation is contingent upon legislative appropriation.

3.09 Proposed Payment Procedures

The state will make payments based on a negotiated payment schedule at rates established in the contract. Each billing must consist of an itemized invoice in a format that meets the State's requirements. No payment will be made until the invoice has been approved by the project director, or designee.

3.10 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.

3.11 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The procurement officer may also complete a contractor exit evaluation form for the department file that could be available for review by future proposal evaluation committees.

3.12 Contract Personnel

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

3.13 Inspection & Modification - Reimbursement for Unacceptable Services

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 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.

3.14 Termination for Default

If the project director 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 or professional performance, the State may terminate the contractor's right to proceed with part or all of the remaining work. Termination notice would be provided in writing to the contractor.

This clause does not restrict the State's termination rights under the contract provisions of Appendix A (RFP Attachment 5.2).

3.15 Liquidated Damages

Not used.

3.16 Contract Changes - Amendments

- (a) Renewals, Increases, Decreases: The Department anticipates that it may be in the State's best interest to extend the contract for additional periods of service. If the State exercises this option, extensions will be within the maximum period allowable under the administrative authority established for this procurement.

The State may increase or decrease these services depending upon the needs of the Department and the funding available. Any changes in work requirements will be within the scope of work specified in the RFP and will be approved through contract amendment procedures.

- (b) Additional Work: 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 project director has secured any required state approvals necessary for the amendment and the procurement officer has issued a written contract amendment, approved by the Commissioner of the Department of Corrections or the Commissioner's designee.

3.17 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.18 Contract Personnel Background Checks

The Department of Corrections 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 will be performed by the DOC 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.

3.19 Code of Ethics and Standards of Conduct

The contractor will assure that all individuals providing services under the terms of the contract receive and read Department Policies and Procedures 202.01, Code of Ethical Professional Conduct, and 202.15, Standards of Conduct. Copies of these Department Policies and Procedures are attached to the RFP. The Department of Corrections reserves the right to exclude from use under this contract any person deemed by the DOC to be incompatible with the goals, mission, security or safety of its program.

3.20 Investigation & Litigation

Contractor is obligated to notify the SOMP Criminal Justice Planner 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.

3.21 Continuing Education (CE)

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

3.22 Records

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

3.23 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.

3.24 Transition at End of Contract

The contractor agrees to assist the Department and any subsequent provider in facilitating the transition between providers in the event of termination or completion of this contract. This includes extensions of this agreement at current rates to cover transition periods. The contractor shall provide for the transfer of rudimentary clinical treatment file information to the subsequent provider. Minimum clinical treatment file information includes assessments, treatment plans and current program status with a signed consent to release from each client. If there is no subsequent provider, the contractor needs to prepare program discharge summaries/completion reports for DOC to admit to the DOC inmate files. This clause is a condition precedent to the contractor's right to receive any final payment of funds under this contract.

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

3.26 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.

3.27 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 (i) 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 (ii) 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).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include: The records and other information compiled by the contractor in accordance with the duties and responsibilities of this RFP shall be the property of the Department of Corrections. In this section, records refer to administrative documents, not treatment files, requested by DOC. The DOC respects and complies with federal confidentiality regulations regarding substance abuse treatment. Refer to 42 CFR Part 2. Copies of such records shall be provided to the Department within a reasonable period, upon request. This requirement is mandatory irrespective of any payment due to the contractor for service provision.

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.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

The Alaska Department of Corrections has been providing outpatient community-based Sex Offender Treatment to men and women who have been convicted of sexual offenses for many years. State regulations require sex offender treatment providers must be first approved by the DOC and thereafter must work under the Department's Standards for Sex Offender Management.

Over the past several years it became more apparent that Alaska, and particularly the Anchorage area, had a high proportion of cognitively disabled or severely mentally ill individuals with a history of inappropriate sexual behavior that could not effectively be treated within a standard sex offender treatment program. The DOC established a relationship with an agency for the provision of specialized treatment services aimed at better meeting the needs of developmentally disabled sex offenders who were under DOC probation or parole supervision, and court-ordered to obtain sex offender treatment as a condition of release.

However, the majority of this specialized group of participants receiving sex offender treatment was found to also struggle with substance abuse issues and consequently had an additional condition of probation that they complete substance abuse treatment. All previous ongoing attempts to place sex offenders diagnosed with cognitive impairments and/or mental health disabilities into outpatient substance abuse programs had failed because local agencies in the business of treating chemical dependency and substance disorders were not specifically equipped to provide the unique services required to meet the specialized needs of this group, and therefore were not willing to accept those DOC referrals. Since mid-2011 the Department has been receiving limited services under a temporary agreement that is due to expire the end of June 2012. The pilot program shows promise and DOC now hopes to enter into a longer term contract with an agency interested in providing substance abuse prevention and treatment services to convicted sex offenders experiencing cognitive disabilities.

The Alaska DOC has developed and continues to strive toward a more comprehensive system of sex offender assessment, treatment, and community supervision for convicted sexual offenders in order to better address the problems of sexual assault and sexual abuse in the state. In 2006, the Alaska DOC adopted the Containment Model of supervision for convicted sex offenders in the community who are under probation or parole supervision. The Containment Model in general terms includes the use of the polygraph, sex offender specific treatment, and a specialized trained probation/parole officer in the management of these offenders. The DOC has developed comprehensive Standards of Sex Offender Management that include sections on special needs populations and case management team coordination. The Standards will be made available to the successful offeror who will be expected to also work within the confines of those requirements as applicable.

The ultimate goal of the Department is the safety, well-being and protection of the citizens of Alaska. The development and operation of sex offender programming contributes to this commitment by offering services that tend to increase community safety while preventing future crimes and potential victims of crime.

SECTION FIVE SCOPE OF WORK

5.01 General Scope of Work

The Department of Corrections requires provision of substance abuse programming services to cognitively impaired adult individuals that have been convicted of a sexual offense and have co-occurring substance use disorders. The program will be provided on an outpatient basis in the Anchorage area. Direct treatment services must be provided by a qualified Chemical Dependency Counselor certified by the Alaska Commission for Behavioral Health Certification Board. (see section 2.08)

The cognitive impairments of program participants will vary and include severe mental illness, fetal alcohol syndrome disorder, individuals impacted by a traumatic brain injury, and other significant mental health conditions or developmental disabilities.

The treatment provider must deliver substance abuse intervention services that are interactive and based on principles of behavior modification. The services should use a cognitive behavioral treatment modality with a relapse prevention model incorporated. It is important how the education curriculum is presented, and information should be related to mental health issues with a focus on dual-diagnosis. As participants are often treatment resistant, easily distracted, and disorganized in their thinking and behavior, information needs to be clear, simple, and concise. Substance abuse education should not simply be didactic. The offeror needs to describe how the educational curriculum will be delivered appropriately to this population.

Additionally, substance abuse intervention services should be culturally relevant to Alaska Native offenders as well as to offenders from Alaska's other diverse cultures. The offeror needs to describe how the educational curriculum will be culturally diverse.

As part of a treatment team, the successful offeror will be expected to be in frequent, regular contact with the offender's probation/parole officer, mental health specialists, any case managers working with the offender, and the sex offender treatment provider. The treatment provider should be available for regular staffings with the other members of the treatment team. Written client status reporting will minimally be required on a monthly basis. Any high risk behavior or actions must be reported to the offender's probation officer immediately.

5.02 Program Description and Requirements

- (a) Compliance with Standards – The contractor will adhere to all professional standards and guidelines that are required to become and remain a state certified substance abuse counselor and any requirements of the licensure board. Additionally the contractor will become familiar with relevant DOC policies and procedures including the State of Alaska Standards of Care for sex offender treatment in order to work within the confines of those requirements as applicable.
- (b) Referrals and Assessment Process – Referrals will be made through the DOC Anchorage Probation Office to the contractor for assessment to determine if substance abuse treatment is appropriate. If the offender is accepted, the contract agency would be expected to provide, at a minimum, weekly outpatient cognitive behavioral group treatment with additional individual sessions as needed.

- While all participants in the program will need to be screened for admittance, not all will require full clinical substance abuse assessments. The contractor may be required to perform thorough substance abuse assessments on individuals when requested by the program manager, or designee.
 - The offeror must describe their plan for releasing information, such as treatment recommendations stemming from assessments, to the team and other entities needing to know of the offender's participation in substance abuse programming. The Release of Information form the offeror plans on using must be submitted in the proposal, must be HIPPA compliant, and is subject to DOC approval.
- (c) Treatment Content – It is anticipated that the program will contain the following treatment components:
- screening and assessment;
 - treatment planning and updates;
 - group and individual counseling;
 - random UAs (conducted by ADOC staff);
 - support group information;
 - case management meetings;
 - relapse prevention planning; and
 - appropriate referrals as needed based upon treatment plan.
- (d) Evaluation Plan Requirement – Offerors must include a statement explaining how they plan to evaluate the impact and implementation of the proposed service. The evaluation plan should relate directly to the services' objectives and address who will perform the evaluation, how information will be collected, and how data will be analyzed. The evaluation plan should demonstrate (1) the extent to which the services were successfully implemented; and (2) the success of the service in achieving effective program outcomes/goals.
- (e) Discharge Function – The service provider will use a DOC-approved discharge summary format for each participant who is discharged from the program, regardless of discharge status. This is a full clinical discharge summary that the agency completes for the client's treatment file and is submitted to DOC staff within five (5) working days of the offender's discharge from the program.
- If a participant is having difficulty maintain program compliance and a behavioral contract is unsuccessful in bringing the offender into compliance, or if their behavior is too egregious to warrant the behavior contract step, the final option is removal from the program.
- Once the decision has been made to remove the client from the program the DOC-approved "notice of intent to remove from program" form shall be completed. The participant will have the option of appealing their discharge directly to the project director.
- If an offender/participant is administratively discharged from the program, it is possible at some future time for the offender to reapply.
- (f) Coordination with Others – The successful offeror is expected to work closely with the other members of the offender's Containment Team typically made up of their probation/parole officer, sex offender therapist and polygraph examiner, mental health worker, and anyone else identified as part of the team. The lines of communication must be established and maintained. In particular, it is imperative that the contractor will make frequent regular

- contact with the offender's probation/parole officer to keep him or her updated regarding progress being made and any issues that arise.
- (g) Meetings – Periodic meetings between key DOC staff (Project Director/Deputy Commissioner, Program Manager/SOMP Criminal Justice Planner, or others) and the contractor may be scheduled as necessary.
- (h) Reporting requirements – Written and signed reports will be submitted to the offender's supervising probation/parole officer as follows:
- Progress reports: The contractor will prepare monthly progress reports containing information in a format acceptable to DOC;
 - Discharge summaries: A discharge summary report is required each time an offender separates from the program. The report will indicate the reason for discharge and include a final summary of how the offender performed in treatment and any further recommendations.
 - Billings: Itemized monthly invoices are required and must minimally include information regarding services provided by type, date and client identifier.
- (i) Records – Contractor must be familiar with and abide by applicable federal confidentiality requirements and regulations. It is expected that the contractor will keep a record of all client contacts.
- (j) Continuing Education – The offeror must assure, at no cost to the State that all persons working under the terms of the contract meet and maintain the legal requirements for certification. Continuing education hours are not billable to the State. Continuing Education absences longer than 5 days must be pre-approved by the DOC program manager. Except as specifically noted below, the only billable training hours will be those performed at DOC's request, or training provided to the counselor by DOC.
- Upon advance yearly application and consideration by DOC , an exception may be made on a year-by-year basis for the Annual School on Addictions & Behavioral Health held in Anchorage,. Upon approval, DOC would reimburse the counselor's time attending the training sessions, excluding any other participation fees or costs. All other continuing education costs and hours will not be directly billable under a contract resulting from this solicitation and those should be included as part of indirect expenses proposed in the hourly rate.
- (k) Court Testimony – If an offender's probation or parole is violated based on the actions of the contractor, the counselor or contractor staff and their applicable case file records could be subpoenaed by prosecuting or defense attorneys. Within the specific circumstances involved, the contractor would need to be available to attend these hearings or events. (Note: The counselor may not testify in court without a court order. A subpoena alone is not sufficient).
- (l) Alaska Statute Compliance – The provider will be required to assist in Departmental compliance with provisions of AS 12.55.015(a)(10); AS 12.55.100(a)(5&6); and AS 33.30.011(6) formerly House Bill 366) as they apply to the provision of offender substance abuse treatment services. These requirements, including standardized forms, are detailed in policy and procedure 811.16 Court Ordered Treatment. Specifically the contractor will be required to:

- Provide a written explanation to the probation officer, in the case of an individual who has been denied admittance to a court-ordered rehabilitation program by the Provider, even though the individual meets the written eligibility criteria and has requested to enter the program.

5.03 Staffing Requirements

It is anticipated that one individual will be providing the direct services outlined in this RFP. A resume stating the qualifications and experience of the person or persons to be involved in providing the contracted services must be included in the proposal. (See also Sections 2.08, 6.04[b])

5.04 Service Schedule

Substance abuse treatment will be provided on a weekly basis. The agreement is projected to cover services for an average of ten (10) offenders over forty (40) hours per week for a maximum of 2,080 hours on an annual basis. At a minimum, it is expected that group treatment will take place once per week, with additional individual treatment sessions at least once per month for each offender participating in the substance abuse program.

The Department may increase or decrease the provision of these services. The Department anticipates the sex offender services will initially be needed at the level described in this RFP. An increase or decrease to services may occur during the contract period depending on changes to the number of offenders requiring treatment and/or upon available funding. (See also Section 3.16)

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

(a) General Information:

The State discourages overly lengthy and costly proposals. However, in order for the State to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

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

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

(b) Proposals shall contain the following items in the order listed: (Refer to Sections 6.02-6.06 for an explanation of each category and additional details).

- (1) Table of Contents
- (2) Introduction
 - Offeror Information and Assurance Form
 - Licensing Requirements (as applicable)
 - Conflict of Interest Statement
- (3) Technical Proposal
 - Understanding of Work, Plan for Service, and Budget Narrative
 - Experience and Qualifications
- (4) Cost Proposal
- (5) Certification of entitlement to Alaska Bidder Preference and/or other preferences (if applicable)

6.02 Table of Contents

List each section of the proposal with applicable page number. If appendices are included, provide a list identifying the contents of each.

6.03 Introduction

This section shall contain the following:

- (a) Offeror Information and Assurance Form (RFP Attachment #4). This form must be signed by an individual or company officer empowered to bind the company. One of the proposals should be marked "original" and contain the original signed and notarized Offeror Information and Assurance Form.

(b) Licensing Requirements

With their proposal, offerors should include acceptable evidence that the offeror meets the applicable requirements outlined in Sections 2.08 and 6.04(b).

Alaska Business License – Offerors are not required to possess an Alaska business license at the time their proposal is submitted. However, the successful offeror must hold a valid Alaska business license prior to the award of a contract resulting from this solicitation.

- Offerors who possess a valid Alaska business license at the time their proposal is submitted should include either a copy, or reference the ABL number with their offer.
- In order to receive the Alaska Bidder Preference and other related preferences such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. (See RFP subsections 2.12 – 2.15 for more information on these and other preferences that may apply, and related requirements or affidavits.)

(c) Conflict of Interest Statement – Offerors shall include a statement identifying any conflicts of interest that may exist; or a statement that none exist.

6.04 Technical Proposal

(a) Understanding of Work, Plan for Service, Budget Narrative

Describe in detail your understanding of the work to be performed as presented in Section Five of this RFP and your agreement to comply with the requirements and conditions stated in the RFP. This should also include a statement of the project goals and objectives that provide the organizational direction and serve as a basis for evaluating performance and progress toward overall program goals. An understanding of the structure and dynamics of a substance abuse program for the target population must be addressed.

Additionally, offerors must provide a comprehensive narrative that sets out the methodology you intend to implement, and the management plan you intend to follow, and illustrate how each will serve to accomplish the work and meet the State's goals. This section of the proposal must indicate how the offeror intends to meet all the requirements for providing the services.

Include a brief budget narrative explaining how the costs were derived in sufficient detail to allow analysis of the logic, adequacy, and appropriateness of the offeror's proposed budget. The hourly rate proposed must include all direct and indirect costs associated with performance of the services required in this RFP (including but not limited to personnel costs, fringe benefits insurance, supplies, overhead, administrative costs, local travel, supervision, continuing education, license fees, etc.). The budget narrative is evaluated as part of the plan for service.

If you are providing a proposal that utilizes a subcontractor approach, include details of how the proposed subcontractor's work will assist in the work to be performed. (see sec. 1.15)

(b) Qualifications and Experience

Identify your qualifications and experience (including length of time) in providing the substance abuse counseling services as described in Section 2.08. Identify the key

personnel assigned to provide direct services to offenders called for in this RFP, illustrate the lines of authority, and designate the individual(s) responsible for respective services sought in the RFP, such as the counselor and clinical supervisor if applicable.

Staff Qualifications – A current resume/vitae of education, training and experience for each individual (contractors, contract staff, subcontractors, and volunteers) who will be providing direct treatment services must be included with the offeror's proposal. If the offeror proposes to utilize a subcontractor for the provision of any services, a letter of commitment and current resume/vitae from each proposed subcontractor must also be included with the offeror's proposal. (See paragraph 1.15 for more information on subcontracting.)

Resumes must include information that clearly delineates the qualifications, training, and experience of each individual who has been identified to provide services under the terms of the contract. (Where applicable, copies of current state licenses and certifications shall also be included, as appropriate. See Section 6.03[b]).

Experience Providing Services – (Distinguish between an agency or individual managing or administering services as opposed to direct services provision.) The offeror must indicate prior experience in administering the services required under this RFP, or similar services, including any experience in providing mental health services within correctional environments and/or to correctional clientele. At a minimum, offerors should address the following in their submitted proposals:

- Include a description of similar services provided and dates;
- Include reference names and phone numbers that can provide confirmation of services rendered.

Indicate how the quality of the staff over the term of the agreement will be assured.

The DOC understands that new agencies and/or services initially may not be staffed to the fullest extent needed to assume this program. In this case, the offeror needs to submit a plan for how they would acquire the resources (personnel) necessary to provide the proposed program. A plan for hiring, accompanied by a time schedule for full implementation, is to be included in the proposal.

Note: Per RFP section 2.08, some consideration will be given, as applicable, to offerors with experience in providing and administering mental health services within correctional environments and/or to correctional clientele, particularly those convicted of a sexual crime.

Governing Policies – if applicable, include a copy.

Litigation History – Each proposal shall include a statement indicating whether or not the offeror or any individuals working on the contract has litigation history as follows: Offers must include a summary of all litigation (including bankruptcy cases) associated with providing the same services, or services similar to those required in this RFP. Include past five years and present litigation in which the offeror (and any person in this offeror's current administration who will be responsible for the administration or operations related to providing these services) has been named a party, including state jurisdiction, case number, and final disposition. Litigation of personal issues not germane to the services herein (i.e., automobile not related to substance abuse, divorce, child custody or support) are not required.

6.05 Cost Proposal

Offerors must submit their proposed cost on the attached proposal cost form (or an equivalent form). The total cost on the cost proposal form will also be the figure used in the calculation to convert cost to points.

The hourly rate proposed on the cost proposal form (and/or to include any revisions established through the negotiation process) will be binding upon the successful offeror for the full term of the contract including any renewals.

6.06 Alaska Offeror's Preference

If applicable and to claim this preference, offerors shall include a signed certification of qualification as an Alaska Bidder as outlined in paragraph 2.14 and Attachment 7.

Other Preferences – see sections 2.13-2.15 for information regarding other preferences that may apply.

6.07 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Responsive offers will then be evaluated using the criteria set out in Section Seven.

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.

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

**THE TOTAL NUMBER OF POINTS ASSIGNED
TO SCORE THESE PROPOSALS IS 200**

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein. Offerors should follow the technical format and content guidelines outlined in Section Six.

7.01 Technical Proposal Evaluation: 50% (maximum 100 points)

50 points – Understanding of Work, Plan for Service, and Budget Narrative
50 points – Experience and Qualifications

7.02 Contract Cost: 40% (maximum 80 points)

Offerors must submit proposed costs as outlined in RFP section 6.05. The cost amount used for evaluation may be affected by one or more of the preferences referenced under RFP section 2.13.

The lowest cost proposal will receive the maximum number points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in section 2.16.

7.03 Alaskan Offeror's Preference: 10% (20 points if applicable; 0 points if not applicable)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror's Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror. (see section 2.17)

7.04 Proposal Evaluation Form

The technical portion of proposals will be evaluated against the questions set out in Attachment 6, Sample Proposal Evaluation Form document.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Cost Proposal Form *(required)*
2. Checklist
3. Acknowledgment Form
4. Offeror Information and Assurance Form *(required)*
5. Standard Agreement *(example)*
 - 5.1 Standard Agreement Form
 - 5.2 Appendix A
 - 5.3 Appendix B2
6. Proposal Evaluation Form *(example)*
7. Certification of Entitlement to the Alaska Bidder Preference *(complete/return if applicable)*
8. Security Clearance Form *(example)*
9. Department Policy & Procedure 202.01 and 202.15

COST PROPOSAL FORM

RFP # 2016-2000-3084

Offerors must use this form (or an equivalent format that provides the same essential information including the number of hours) to enter a price that can be utilized to determine the total proposed cost for provision of services. The total will also be used for evaluation purposes to convert the cost to points. The purpose is to submit costs in a manner DOC can evaluate and score, and then use to establish the billing rate for the resultant contract.

Quantities on this form are for 12 months. Any partial service periods will be pro-rated accordingly in the contract.

| Substance Abuse Treatment Services for Cognitively Disabled Sex Offenders Anchorage | | | |
|--|------------------------|-----------------------------|-----------------------------------|
| <i>Service Requirement</i> | <i>Rate per Hour *</i> | <i>Maximum Hours / Year</i> | <i>Total Annual Cost Proposed</i> |
| Chemical Dependency Counselor total direct & indirect costs | \$ | 2,080 | \$ |

Submitted by: _____
vendor name

Offeror signature _____ date _____

Print Name: _____

PROPOSAL RESPONSIVENESS CHECKLIST**RFP #2016-2000-3084**

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

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

| Description | √ |
|---|---|
| Proposal (sealed) received by 4:30 p.m. May 21, 2015 in the office of the procurement officer | |
| Proposal includes original document plus 2 Copies (3 total copies) | |
| Table of Contents (sec. 6.02) | |
| Offeror Information & Assurance Form – signed & notarized – required (sec. 603[a]) | |
| Conflict of Interest Statement (sec. 1.17, 603[c]) | |
| Statement of Understanding & Plan for Service (sec. 6.04[a]) | |
| Qualifications and Experience (sec. 2.08; 6.04[b]) | |
| If applicable: Evidence of meeting any licensing or certification requirements (sec. 6.03[b]) | |
| Alaska Bidder Preference Certification (if applicable/sec. 2.14, Attachment 7) and / or other preferences that may apply if qualifications met | |
| Proposed Cost Form (sec. 6.05) | |
| Budget Narrative (sec.604[c]) | |
| Litigation History (sec. 6.04[b])) | |

RFP RECEIPT ACKNOWLEDGMENT FORM

(Notice by return of this form to the Procurement Officer listed in section 1.01 as soon as possible is requested, however is not required.)

**Substance Abuse Treatment Services
for Cognitively Disabled Sex Offenders
Anchorage**

RFP #2016-2000-3084

ISSUED

April 30, 2015

I have received the above specified RFP and

DO INTEND TO RESPOND WITH A PROPOSAL

DO NOT INTEND TO RESPOND WITH A PROPOSAL

* * * * *

AGENCY/INDIVIDUAL Name

Address:

Phone: _____

Fax: _____

Email: _____

SIGNATURE

DATE

OFFEROR INFORMATION AND ASSURANCE FORM

Request for Proposals #2016-2000-3084

Department of Corrections

Title: Substance Abuse Treatment Services
for Cognitively Disabled Sex Offenders
Location of Project: Anchorage, Alaska
Contract Projected to Begin: July 1, 2015
Contract Projected to End: October 31, 2018

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

B. Offeror's Address: _____

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

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

D. Alaska Business License Number holder? YES / NO (circle one)
ABL # (if available) _____

E. Internal Revenue or Social Security Number: _____

F. Professional Registration Number (if applicable): _____

G. Recipient Contact Person: _____

H. Authorized Representative: _____

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

J. The Offeror(s), by execution of the **Offeror Information & Assurance Form**, agrees to be bound by the terms of the RFP and proposal for a period of not less than ninety (90) days after the proposal due date.

Offeror's Authorized Signature and Title*
(must be sworn before a notary public)

Date (Month, Day and Year)

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

NOTARY PUBLIC
My commission expires:

* Proposals must be signed by an individual authorized to bind the offeror to its provisions (see sections 2.01 and 6.03[a]).

Attachment #5.1 **EXAMPLE: 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. DGS Solicitation Number | 3. Financial Coding | 4. Agency Assigned Encumbrance Number |
| 5. Vendor Number | 6. Project/Case Number | 7. Alaska Business License Number | |
| This contract is between the State of Alaska, | | | |
| 8. Department of | Division | | hereafter the State, and |
| 9. Contractor | | | hereafter the Contractor |
| Mailing Address | Street or P.O. Box | City | State ZIP+4 |
| 10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the contractor. ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____. ARTICLE 4. Considerations: 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D. 4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to: | | | |
| 11. Department of | | Attention: Division of | |
| Mailing Address | | Attention: | |
| 12. CONTRACTOR | | 14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal. | |
| Name of Firm | | | |
| Signature of Authorized Representative | Date | | |
| Typed or Printed Name of Authorized Representative | | | |
| Title | | | |
| 13. CONTRACTING AGENCY | | Signature of Head of Contracting Agency or Designee Date | |
| Department/Division | Date | | |
| Signature of Project Director | | Typed or Printed Name | |
| Typed or Printed Name of Project Director | | Title | |
| Title | | | |

NOTICE: This contract has no effect until signed by the head of contracting agency 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.

The Project Director, 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 a 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.

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.

APPENDIX A (continued)

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.

SAMPLE PROPOSAL EVALUATION FORM
Substance Abuse Treatment for Cognitively Disabled Sex Offenders
RFP # 2016-2000-3084

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

Offeror – Person or Firm Name _____

Evaluator - Name of PEC Member _____

Date of Review _____

EVALUATION CRITERIA AND SCORING
THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 200

Proposals will be evaluated against the questions set out below. This does not preclude other program requirements from being evaluated in this process that may not be specifically listed below.

Understanding of the Project, Plan for Services including Budget Narrative (sec. 6.04[a])
Maximum Point Value for this Section – 50 points

- (a) How well has the offeror demonstrated a thorough understanding of the purpose and scope of work to be provided?
(10 points)
- (b) How well has the offeror described their plan for providing the services?
(10 points)
- (c) Does the plan support all of the work requirements and logically lead to the proficient delivery of services required in the RFP?
(8 points)
- (d) Does the management plan illustrate the lines of authority and communication?
(2 points)
- (e) Does the proposal address in sufficient detail all of the items in Section Five of the RFP?
(5 points)

Budget Narrative

- (f) How detailed and feasible is the budget narrative?
(5 points)
- (g) How appropriate are the costs proposed for the services requested?
(10 points)

Qualifications and Experience (sec. 6.04[b])
Maximum Point Value for this Section – 50 points

- (h) How well has the offeror addressed the mandatory qualifications and experience factors listed in section 2.08?
(10 points)
- (i) How extensive is the applicable experience of the agency providing similar services?
(20 points)

- (j) How extensive is the applicable experience of the Chemical Dependency Counselor identified in the proposal? Does any of the listed experience involve work with sex offenders with cognitive or mental disabilities?
(15 points)
- (k) How successful is the general history of the offeror regarding timely and successful completion of prior projects and provision of services?
(3 points)
- (l) Has the offeror provided the required litigation history details? (see section 6.04(b))
(2 points)

SCORING

7.01 TECHNICAL PROPOSAL EVALUATION (see questions above):

Understanding of Work/Plan for Services/Budget Narrative

zero to 50 points

Qualifications and Experience

zero to 50 points

7.02 COST PROPOSAL EVALUATION

Calculated based on section 6.05 response and
sections 2.13–2.16 formula and preferences

80 points maximum

7.03 ALASKA OFFEROR'S PREFERENCE

If a proposer qualifies for the Alaska Bidder Preference,
the proposer will receive an Alaska Offeror's Preference.
The preference will be added to the overall evaluation score
of each Alaska offeror. (sections 2.16 and 6.06)

zero or 20 points

TOTAL POINTS

CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

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

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

1. As of the closing date of the Request for Proposals, the offeror possesses a valid Alaska business license in any one of the following forms:
 - a copy of an Alaska business license;
 - certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
 - a canceled check for the Alaska business license fee;
 - a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; OR
 - a sworn notarized affidavit that the offeror has applied and paid for the Alaska business license.
2. In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
 - (a) is submitting a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
 - (b) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
 - (c) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state, is a limited liability company* (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership* under AS 32.06 or AS 32.11 and all partners are residents of the state; AND
 - (d) if a joint venture*, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

Signature of Offeror or Offeror's Authorized Agent

Date

Printed Name

** see additional required information at RFP section 2.14/Affidavit*

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: _____

* * * * *

| | | | |
|---------------------------------------|------------------------|---------------------|---------------------|
| 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 9

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS
POLICIES AND PROCEDURES

Code of Ethical Professional Conduct, #202.01 (2 pages)
Form 202.01A (1 page)

Standards of Conduct, #202.15 (7 pages)
Form 202.15A (1 page)

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|---|--|--------------------------------------|----------|---------------------|---------|
|  | State of Alaska Department of Corrections Policies and Procedures | Index #: | 202.01 | Page 1 of 2 | |
| | | Effective: | 10/17/14 | Reviewed: | |
| | | 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.
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| Subject: Code of Ethical Professional Conduct | Index #: 202.01 | Page: 2 of 2 |
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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 by law, 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 case information 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 on behalf of the agency. I will not use my official position to secure privileges or advantages for myself, and will 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

| | | | | | |
|---|--|----------------------|---------|---------------------|------|
|  | State of Alaska Department of Corrections Policies and Procedures | Index #: | 202.15 | Page 1 of 7 | |
| | | Effective: | 1/09/08 | Reviewed: | |
| | | Distribution: | Public | Due for Rev: | 1/10 |
| | Chapter: | Personnel | | | |
| | Subject: | Standards of 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

22 AAC 05.045, 05.060, 05.095, 05.196

Standards for Adult Correctional Institutions, 4th Edition 2003

4-4056, 4-4069,

Standards for Adult Local Detention Facilities, 3rd Edition 1991

3ALDF-1C-07-1, 3-ALDF-1C-23

Standards for Adult Probation and Parole Field Services

3-3053, 3-3068

III. Purpose

To establish uniform procedures within the Department for Standards of conduct.

IV. Application

All employees.

V. Definitions

Professional

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

VI. Policy

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

VII. Procedures

The following rules and standards express in general terms the conduct expected of Department employees. Violations of these principles may result in corrective or disciplinary action, up to and including dismissal. Instances of egregious misconduct may result in immediate dismissal (See Policy 202.08, Disciplinary Action, Attachment A). This 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 Department of Corrections office or facility has site specific policies and procedures, the violation of which may result in corrective or disciplinary action.

A. General Provisions

1. Employees shall comply with and obey all departmental regulations, policies and procedures, operational memoranda, orders, and instruction. Employees shall not aid, abet, or incite another employee to violate these guidelines.
2. 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.
3. 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.
 4. 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.
 5. 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.
 6. Employees shall be truthful and forthright in their statements and communications regarding other employees or offenders.
 7. Employees will avoid any conduct, on or off duty, which compromises their integrity and betrays the trust, faith, and confidence of the public in the Department.
 8. 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 personal gain. Use of state equipment and resources must not violate the State's Ethics Act. 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 Department property for their own use.
 9. Employees shall report fit for their duty assignment, punctually at the time and place directed. Correctional staff are prohibited from engaging in unprofessional conduct which prohibits immediate response in case of emergency.
 10. 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 facility. 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.
 11. Employees shall not knowingly falsify a document nor willfully depart from the truth in giving testimony or in connection with any official duty or investigation.
 12. Employees shall not interfere with any action or investigation assigned to another employee or interfere with Department operations.
 13. Any level of intoxication or the use or possession of any kind of alcoholic beverage or illegal or non-prescribed controlled substance on the job or on Department property is prohibited. Employees are not to smell of or to be under the influence of alcohol. Employees smelling of or appearing to
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be under the influence of alcohol may be requested to be the subject of a breathalyzer 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.

B. Conflicts of Interest

1. Employees shall avoid situations that give rise to a financial or personal conflict of interest, and shall abide by the provisions of the State Ethics Act.
2. 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 departmental 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 Department.
3. Employees shall not accept private or special advantage from their official status as employees of the Department. Department of Corrections' credentials, uniforms identification cards, or badges may not be used to coerce, intimidate, or deceive others or to obtain any privilege or articles not otherwise authorized in the performance of official duties.
4. 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.
5. Employees shall accept no position, paid or unpaid, that conflicts with their duty to report wrongdoing by prisoners, volunteers, staff or members of the public.

C. Relationships between Supervisors and Subordinates and relationships between peers.

1. Dating, romancing, 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 facility 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.
2. Dating, romancing, sexual relations, or engaging in joint business relationships between an office or facility manager and a subordinate 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.
3. 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.

4. Supervisors shall not use abusive or obscene language toward a subordinate nor shall subordinates use abusive language toward a supervisor.
 5. 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.
 6. 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 coworkers.
- D. Relationships with Offenders and Family Members of Offenders
1. 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 applicable use of force policy (See Policies 1208.09, "Use of Force Institutions", 1208.24, Use of Force Transportation" and 1209.01, "Use of Force by Division of Probation and Parole Officers.")
 2. Employees will not exchange special treatment or favors, or make threats to obtain information from offenders.
 3. Except as set out in 4. below, employees may not knowingly maintain social, sexual, business or financial associations with offenders or a member of the offender's immediate family. This includes, but is not limited to, telephone calls, letters, notes, 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.
 - a. 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.
 - b. Employees shall not engage in any unauthorized game, contest, sport, or betting with any offender.
 - c. During the performance of their duties or while acting as representatives of the Department, 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 facility or office manager.
 4. 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 Department, the employee shall notify the facility or office manager in writing immediately. The facility 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.
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5. Employees shall not discuss their personal life or another employee's personal life with offenders.
6. Employees shall not bring into or carry out of any Department facility 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 facility manager. The introduction of any items of contraband onto the grounds of any secure facility is prohibited.

E. Illegal or Unethical Behavior

1. 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 conduct, on or off duty.
2. Departmental employees have an affirmative obligation to report immediately in writing to their office or facility manager any knowledge of criminal activity or unethical action on the part of other employees while on duty or on Department premises.
3. 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 office or facility manager. The officer or facility manager shall inform the Director of the division in which the employee is a member and the appropriate Human Resource Manager.
4. While off duty, employees shall not associate or deal with persons who are known to be involved in illegal activities.
5. The illegal possession, manufacture, use, sale, transport, or transfer of a controlled substance is prohibited, on or off duty.

F. Reports and Investigations

1. 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.
2. Employees shall not convert to their own use, conceal, falsify, destroy, remove, tamper with, or withhold any property or evidence.
3. During the course of an official investigation, employees shall cooperate fully by providing all information they may have concerning the matter under investigation, unless the employee invokes their Fifth Amendment right in a criminal investigation. Full cooperation involves responding to all questions truthfully and completely, and providing a signed statement or affidavit if requested.

G. Public Statements and Disclosure of Information

1. All official statements for public release concerning the affairs of the Department must be authorized by the Commissioner, a Director, or designee.
 2. In any public statement, employees will clearly distinguish between those that are positions of the Department and those that are personal views. Employees are responsible for the accuracy of their statements.
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3. 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 officer or facility manager.
4. Employees are prohibited from accessing official records of any kind unless doing so is a part of the employee's job requirements.
5. 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.
6. Former employees will be granted access only to Department information available to other members of the public, and will have no greater standing than members of the public.

H. Clothing and Uniforms

1. All employees shall report to work in clothing that is neat, clean, and in good repair. Uniforms shall be worn as required.
2. Whenever any employee is ordered to appear in court, they shall be punctual and be dressed in the appropriate uniform or business attire.
3. Uniforms or identifiable portions thereof are not to be worn outside working hours for recreational purposes, outside employment, in any business serving alcohol as a main source of income, or while purchasing or publicly consuming alcohol.

I. 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.

1. All Department employees are prohibited from engaging in:
 - a. Unlawful discrimination or harassment;
 - b. Dishonesty, including dishonesty during an investigation into misconduct alleged to have been committed by the employee or by the employee's coworkers;
 - c. Theft of state time or resources;
 - d. Gross disobedience or insubordination;
 - e. Use, possession or being under the influence of alcohol or any illegal controlled substance on departmental time or premises.
 - f. Physical assault or misconduct, abusive, or lewd behavior;
 - g. Abandonment of duties; and
 - h. 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 Department's ability to carry out its mission.
2. Departmental employees are prohibited from:

- a. Intentionally aiding or abetting on offender's escape or attempted escape;
 - b. Introducing contraband onto the grounds of a secure facility;
 - c. Using excessive force on an offender;
 - d. Engaging in undue familiarity, including but not limited to sexual contact, with an offender;
 - e. Intentionally or negligently endangering or breaching security, including releasing of confidential information when such release has the effect of endangering security;
 - f. Being involved in illegal activities, on or off duty, regardless of whether charged or convicted of a crime.
3. Egregious misconduct includes:
- a. Conviction of any felony; and
 - b. 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 Department'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.

J. Responsibilities

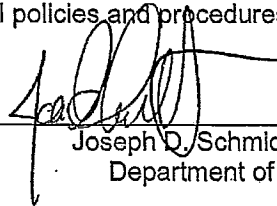
1. Directors shall ensure dissemination, posting, training, and enforcement of this policy.
2. Office and facility managers and supervisors shall ensure that all employees or persons from other agencies, whose assignment is primarily on the premises of departmental facilities or offices, have read, understand; and adhere to this policy. Failure of managers or supervisors to do so may result in discipline up to and including dismissal.
3. The Human Resources Office shall provide all new employees with a copy of this policy as part of the new employee information packet.
4. All employees shall sign the Certificate of Review and Compliance (Form 202.15A), 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.
5. Any variance from this policy must have prior authorization from the Commissioner.

VIII. Implementation

This policy and procedure is effective 14 days from the date signed by the Commissioner. Each Manager shall incorporate the directions outlined in this document into local policy and procedure. All local policies and procedures must conform to these directions.

12-26-07

Date



Joseph D. Schmidt, Commissioner
Department of Corrections

Applicable forms: 202.15A

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 _____