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1. Agency Contract Number 2054861	2. ASPS Number 2005-2000-45-14	3. Financial Coding 20661510-15960-76100300-73755	4. Agency Assigned 2054861
5. Vendor Number CAD95041	6. Project/Case Number	7. Alaska Business License Number 718225	

This contract is between the State of Alaska,

8. Department of Corrections	Division Institutions	hereafter the State, and
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9. Contractor Corrections Corporation of America (CCA)	hereafter the Contractor
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Mailing Address 10 Burton Hills Boulevard	Street or P.O. Box	City Nashville	State Tennessee	ZIP+4 37215
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10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Services:

- 2.1 Appendix A (General Provisions), Articles 1 through 14, 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 November 1, 2004 and ends June 30, 2008

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 \$ 59,256,212.80 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 Corrections	Attention: Division of Institutions
Mailing Address 4500 Diplomacy Drive, Anchorage, Alaska 99508	Attention: Accounts Payable

12. Name of Firm Corrections Corporation of America (CCA)	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 alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verify, 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.
Signature of Authorized Representative	
Typed or Printed Name of Authorized Representative Anthony L. Grande	
Title Vice President, State Customer Relations	

13. Department/Division Corrections, Division of Institutions	CONTRACTING AGENCY	Signature of Head of Contracting Agency or Designee	Date
Signature of Project Director		Typed or Printed Name Alan Szepanski	

Typed or Printed Name of Project Director Mike Addington	Title Procurement Manager
--	-------------------------------------

Title Director of Institutions	
--	--

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 a signing this contract.

Article 2. Inspection 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 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with 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, 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 the 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. 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. Specific provisions regarding termination are found in Section 3.16.

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. This provision shall be subject to the exceptions specified within the contract regarding subcontractors.

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. 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. This provision's application shall be limited to inmate records or the records related to performance of this contract.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices.

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.

APPENDIX B² (Modified)
INDEMNITY AND INSURANCE

A. Indemnification

This section replaces and supersedes any Appendix B2 form that may be attached to this contract inadvertently. Contractor shall indemnify, save harmless and defend the state, its officers, and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly as a result of any act or omission of contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract, including but not limited to:

- 1) Any and all claims, including civil rights claims arising from the provisions of this Contract, including but not limited to, any and all claims arising from:
 - a) Any breach or default on the part of contractor in the performance of the Contract;
 - b) Any claims or losses for services rendered by contractor, by any person or firm performing or supplying services, materials or supplies in connection with the performance of the contract.
 - c) Any claims or losses to any person injured or property damaged from the acts or omissions of contractor, its officers, agents, or employees in the performance of the Contract;
 - d) Any claims or losses by any person or firm injured or damaged by contractor, its officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Contract in a manner not authorized by the Contract, or by federal, state, county, or Town regulations or statutes;
 - e) Any failure of contractor, its officers, agents, or employees to observe the laws of the United States and the State of Arizona, including but not limited to labor laws and minimum wage laws; and
 - f) Any claim or losses resulting from an act of a Prisoner while under contractor's authority.
- 2) All costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon.

B. 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 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 30-day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of contractor's services.

1) **Workers' Compensation Insurance**

Contractor shall provide and maintain in force statutory workers' compensation insurance coverage for all employees of contractor engaged in work under this contract. Coverage must extend to include all states in which employees are engaging in work and employer's liability protection not less than \$500,000 per person, \$500,000 per occurrence. Policy must be endorsed to waive rights of subrogation against the State of Alaska.

2) **Comprehensive (Commercial) General Liability Insurance**

Contractor shall provide and maintain in force comprehensive (commercial) general liability insurance, with coverage limits not less than \$5,000,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products, completed operations, broad form property damage, contractual liability coverage for indemnification clause, and personal injury endorsements. This insurance shall contain a "cross liability" or "severability of interest" clause or endorsement and the State of Alaska shall be named additional insured. This insurance shall be considered to primary of any other insurance carried by the State through self insurance or otherwise.

3) **Comprehensive Automobile Liability Insurance**

Contractor shall provide and maintain in force comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregate. This insurance shall contain a "cross liability" or "severability of interest" clause or endorsement and the State of Alaska shall be named additional insured. This insurance shall be considered to primary of any other insurance carried by the State through self insurance or otherwise.

4) **Professional Liability Insurance**

Contractor shall provide and maintain in force professional liability insurance or a comparable policy form providing jail keepers' legal liability insurance coverage for errors, omissions or wrongful acts of contractor, subcontractor or anyone directly or indirectly employed by them in the performance of services this contract with limits not less than \$5,000,000 combined single limit per occurrence and annual aggregate.

APPENDIX C
Services to be Performed by Contractor

1.01 Contact Person, Telephone & Fax Numbers

Contracting Officer: All questions and correspondence regarding this contract should be directed to:

Al Szepanski
Phone (907) 465-3346
fax (907) 465-2006
TDD (907) 465-3274
email: al_szepanski@correct.state.ak.us

Project Director / Director of Institutions: All questions and correspondence regarding operations and security of this contract facility should be directed to:

Mike Addington
Phone (907) 269-7409
fax (907) 269-7420
email: mike_addington@correct.state.ak.us

1.02 Contract Term & Work Schedule

The contract term and work schedule set out herein represent the State of Alaska's best estimate of the schedule that will be followed. The length of the contract will be from November 1, 2004 to June 30, 2008, with possible extensions to October 31, 2014. This contract will be subject to the needs of the DOC and upon legislative appropriation of funds.

The approximate contract schedule is as follows:

- A. first contractor work period – November 1, 2004 – June 30, 2008
- B. second period of performance (if State exercises option to renew) – July 1, 2008 – June 30, 2009
- C. third period of performance (if State exercises option to renew) – July 1, 2009 – June 30, 2010
- D. fourth period of performance (if State exercises option to renew) – July 1, 2010 – June 30, 2011
- E. fifth period of performance (if State exercises option to renew) – July 1, 2011– June 30, 2012
- F. sixth period of performance (if State exercises option to renew) – July 1, 2012 – June 30, 2013
- G. seventh period of performance (if State exercises option to renew) – July 1, 2013 – June 30, 2014
- H. final period of performance (if State exercises option to renew) – July 1, 2014 – October 31, 2014

1.03 Purpose of the Contract

This contract provides the Alaska Department of Corrections, Division of Institutions with a 500 to 1,000 bed Multi-Custody Prison Facility and Program Services at the Florence Correctional Center in Florence Arizona. A single facility must house up to 1,000 prisoners. Population custody levels are approximately: 1% Maximum, 37% Close, 34% Medium and 28% Minimum. Some offenders may have serious medical and/or mental health conditions and/or may be sex offender. The State does not guarantee a minimum number of prisoners to be housed under this contract.

1.04 Budget

Services and costs will vary and are subject to continued Legislative funding.

1.05 Location of Work

The work is to be performed, completed and managed at a facility provided by the contractor in Florence, Arizona. The State will not provide workspace for the contractor. The contractor's per diem rate must include all facility, staff, prisoner transport to and from designated airport close to Facility, food, prisoner medical and mental health treatment, education, counseling, and employment and GED opportunities, etc., as negotiated and as described in this contract.

1.06 Assistance to Offerors With a Disability

Not applicable to this contract.

1.07 Required Review

The DOC policies and procedures referenced within this document are available for review on the DOC web site at: www.correct.state.ak.us/corrections/pnp/Master_TOC.htm or paper copies may be obtained by contacting the Contracting Officer listed in Section 1.01.

1.08 Questions Received Prior to Opening of Proposals

Not applicable to this contract.

1.09 Amendments to the RFP

Not applicable to this contract.

1.10 Alternate Proposals

Not applicable to this contract.

1.11 Right of Rejection

Contractor 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.

1.12 State Not Responsible for Preparation Costs

Not applicable to this contract.

1.13 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 09.25.110 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.

CCA has requested that the contractual agreement and all related financial documents of their subcontractor relationship with Canteen Correctional Services remain confidential.

1.14 Subcontractors

Subcontractors may be used to perform work under this contract under certain conditions. If the contractor intends to use subcontractors, the contractor must identify the names of the subcontractors and the specific tasks and portions of the work the subcontractors will perform. Subcontracting shall not in any way relieve the contractor of responsibility for the professional and technical accuracy and adequacy of the work and compliance with the contract. DOC will review contractor's written requests to utilize a subcontractor within seven (7) calendar days.

Copies of any agreements or commitments between the contractor and potential subcontractors, in which the subcontractor will provide an entire area of service, must be reviewed and approved in advance by DOC. DOC agrees to review entire areas of service subcontractor agreements within thirty (30) days.

The following information concerning each prospective subcontractor shall be submitted to the contracting officer for review and approval prior to any work being done by the subcontractor:

- [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 (an Alaska business license is required only if services will be performed within Alaska), 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.**

The contractor's failure to provide this information, within the time set, may cause the State to consider imposing sanctions or penalties in the form of liquidated damages upon the contractor. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the contracting officer.

See also Section 4.14 (T) regarding subcontracting for medical services.

1.15 Joint Ventures

Joint ventures will not be allowed.

1.16 Offeror's Certification

By signature on the proposal and the contract, the contractor certifies that they comply with:

- A. the laws of the State of Alaska and any regulations issued thereunder,
- B. the laws of the State of Arizona and any regulations issued thereunder,
- C. the applicable portion of the Federal Civil Rights Act of 1964,
- D. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
- E. the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government,
- F. all terms and conditions set out in the RFP (unless modified through negotiation process),
- G. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury,
- H. contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government. (The cost of compliance will be the responsibility of the contractor.)
- I. All service requirements as negotiated.

If the contractor fails to comply with [a] through [I] of this paragraph, the State reserves the right to terminate the contract, or consider the contractor in default.

1.17 Conflict of Interest

During the life of the contract, the contractor shall notify the department of any individuals working on the contract that might have a possible conflict of interest (e.g., employed by the State of Alaska or has a relative under the supervision of the Alaska Department of Corrections) and, if so, the nature of that conflict. The Commissioner, Department of Corrections, or designee, reserves the right to cancel the contract if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contractor or the program. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.18 Right to Inspect Place of Business

The contractor shall provide the State of Alaska DOC, and any other legally authorized governmental entity, the right to enter at all reasonable times the contractor's premises or

other places where work under this contract is performed to inspect, monitor or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this contract. The contractor shall provide reasonable facilities and assistance for the safety and convenience of the persons performing those duties (e.g. assistance from contractor staff to retrieve and/or copy materials). All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with the work being performed under this contract. All inspections or audits shall be conducted in a manner to not unduly interfere with the performance of contractor's or any subcontractor's activities. The contractor shall be given 10 working days to respond to any findings of an audit before the State shall finalize its findings. All information so obtained will be accorded confidential treatment as provided under applicable law.

1.19 Solicitation Advertising

Not applicable to this contract.

1.20 News Releases

News releases or other public disclosures related to this contract will not be made without prior approval of the Commissioner of Corrections, or designee, and then only in coordination with the project director. See also Section 4.03K.

1.21 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. 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.

1.22 Federal Requirements

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

1.23 Lobbying

The contractor shall not utilize any funds (except profit factors) generated from this contract for lobbying activity.

1.24 Right to Cancel RFP

Not applicable to this contract.

SECTION TWO

2.01 Authorized Signature

The contract must be signed by an individual authorized to bind the contractor to the provisions of the contract.

2.02 Pre-proposal Conference

Not applicable to this contract.

2.03 Site Inspection

The State may conduct on-site visits as deemed necessary. The purpose would be to evaluate the contractor's capacity to perform the contract and to inspect the facility. The contractor must agree to provide the State reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the Director of Institutions and at the State's expense.

2.04 Amendments to Proposals

Not applicable to this contract.

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 the 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.

Exceptions to this section are any modifications to the contract agreed to during initial or subsequent negotiations.

2.06 Clarification of Offers

Not applicable to this contract.

2.07 Discussions with Offerors

Not applicable to this contract.

2.08 Prior Experience & Mandatory Qualifications

Contractors must meet and maintain the following minimum requirements:

- A. **Location:** The site shall be of adequate size for the facility, have availability of fire protection and law enforcement assistance, have a hospital facility within a reasonable distance (no more than a one hour drive under normal driving conditions) and be a reasonable distance from a major airport (no more than a one hour drive under normal driving conditions). The designated airport shall be able to accommodate commercial aircraft capable of transporting up to 120 individuals and their personal property. The location must be such that qualified staff may be recruited and maintained.
- B. The contractor must have at minimum of three years of successful operation of a 500 to 1000 bed or similar prison facility, with multi-custody levels (majority of close and medium custody prisoners).
- C. The Chief Administrator, Warden or superintendent must have a bachelor's degree and five years of corrections related experience which includes appropriate managerial/supervisory experience. (See Section 4.03 (A) for substitution requirements).
- D. The facility must have building structures and security systems sufficient to house maximum custody prisoners. When there is a question by the DOC as to the strength or security of facility components (i.e. walls, glass, ceilings, ventilations systems, fences), the DOC may require the contractor to demonstrate that the facility components and systems in question meet the minimum requirements (consistent with DOC Policy 1208.19).
- E. **ACA and NCCHC Accreditation:** The Facility must be accredited by ACA and NCCHC within 24 months of the Service Commencement Date.

2.09 Evaluation of Proposals

Not applicable to this contract.

2.10 Vendor Tax ID

The contractor's EIN is 62-1806755.

2.11 F.O.B. Point

Not applicable

2.12 Alaska Business License & Other Required Licenses

Contractor must hold a valid Alaska business license and any other applicable professional licenses required by Alaska Statute. Contractor should contact the Department of Community and Economic Development, Division of Occupational Licensing, P.O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Acceptable evidence that the contractor possesses a valid Alaska business license may consist of any one of the following:

- A. a copy of an Alaska business license with the correct SIC code;
- 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.

Note: Subcontractors that will not be performing work related to this contract within the boundaries of the State of Alaska, do not need an Alaskan business license. If a contractor does any work (including attendance at DOC offered training or meetings) within the boundaries of Alaska, they must possess a valid Alaska business license (see also Section 1.14 for subcontractor requirements).

2.13 Application of Preferences

Not applicable to this contract.

2.14 5 Percent Alaskan Bidder Preference – 2 AAC 12.260 & AS 36.30.170

Not applicable to this contract.

2.15 Formula Used to Convert Cost to Points – AS 36.30.250 & 2 AAC 12.260

Not applicable to this contract.

2.16 Alaskan Offeror's Preference – AS 36.30.250 & 2 AAC 12.260

Not applicable to this contract.

2.17 Contract Negotiations

Either the State or the contractor may initiate contract review and discussions. Any discussions will be held either telephonically or at a mutually agreeable location, with both parties responsible for their travel costs. If discussions lead to changes in the contract scope of work, a contract amendment must be prepared to document the revision.

2.18 Failure to Negotiate

Not applicable to this contract.

2.19 Notice of Intent to Award (NIA) - Offeror Notification of Selection

Not applicable to this contract.

2.20 Protest

Not applicable to this contract.