

STATE OF ALASKA REQUEST FOR PROPOSALS



EMPLOYMENT MEDICAL EXAMINATIONS (STATEWIDE)

RFP 2026-2000-0094

ISSUED: SEPTEMBER 22, 2025

ISSUED BY:

DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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TABLE OF CONTENTS

SECTION 1.	INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01	PURPOSE OF THE RFP	4
SEC. 1.02	BUDGET	4
SEC. 1.03	DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04	PRIOR EXPERIENCE	4
SEC. 1.05	REQUIRED REVIEW	5
SEC. 1.06	QUESTIONS DEADLINE FOR RECEIPT OF PROPOSALS	5
SEC. 1.07	RETURN INSTRUCTIONS	5
SEC. 1.08	ASSISTANCE TO OFFERORS WITH DISABILITY	6
SEC. 1.09	AMENDMENTS TO PROPOSALS	6
SEC. 1.10	AMENDMENTS TO THE RFP	6
SEC. 1.11	RFP SCHEDULE	6
SEC. 1.12	ALTERNATE PROPOSALS	7
SEC. 1.13	NEWS RELEASES	7
SECTION 2.	BACKGROUND INFORMATION	8
SEC. 2.01	BACKGROUND INFORMATION	8
SECTION 3.	SCOPE OF WORK & CONTRACT INFORMATION	9
SEC. 3.01	SCOPE OF WORK	9
SEC. 3.02	CONTRACT TERM AND WORK SCHEDULE	11
SEC. 3.03	SERVICE SCHEDULE	12
SEC. 3.04	CONTRACT TYPE	12
SEC. 3.05	LOCATION OF WORK	12
SEC. 3.06	PROPOSED PAYMENT PROCEDURES	13
SEC. 3.07	PROMPT PAYMENT FOR STATE PURCHASES	13
SEC. 3.08	CONTRACT PAYMENT	13
SEC. 3.09	GINA	13
SEC. 3.10	HEALTH CARE PROVIDER	14
SEC. 3.11	RELEASE OF MEDICAL RECORDS	14
SEC. 3.12	DEPARTMENT FORMS	14
SEC. 3.13	THIRD-PARTY SERVICE PROVIDERS	15
SEC. 3.14	SUBCONTRACTORS	15
SEC. 3.15	JOINT VENTURES	15
SEC. 3.16	EXPERT WITNESS	15
SEC. 3.17	CONTRACT PERSONNEL BACKGROUND CHECKS	16
SEC. 3.18	CODE OF ETHICS AND STANDARDS OF CONDUCT	16
SEC. 3.19	INVESTIGATIONS AND LITIGATION	16
SEC. 3.20	RECORDS AND RESEARCH	16
SEC. 3.21	TRANSITION AT THE END OF THE CONTRACT	16
SEC. 3.22	RIGHT TO AUDIT RECORDS	17
SEC. 3.23	FORMAT OF REPORTS AND DATA	17
SEC. 3.24	NON-EXCLUSIVE USE	17
SEC. 3.25	RIGHT TO INSPECT PLACE OF BUSINESS	17
SEC. 3.26	CONTRACT PERSONNEL	17
SEC. 3.27	INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	17
SEC. 3.28	EXCLUDED SERVICES	17
SEC. 3.29	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	18
SEC. 3.30	NONDISCLOSURE AND CONFIDENTIALITY	18
SEC. 3.31	INDEMNIFICATION	19
SEC. 3.32	INSURANCE REQUIREMENTS	19
SEC. 3.33	SERVICE CONTRACT DEFICIENCIES	20
SEC. 3.34	SECURITY SPECIFICATIONS	20
SEC. 3.35	SECURITY BACKGROUND INVESTIGATION AND POLICIES AND PROCEDURES	23
SEC. 3.36	TERMINATION FOR DEFAULT	25
SECTION 4.	PROPOSAL FORMAT AND CONTENT	26
SEC. 4.01	INTRODUCTION	26
SEC. 4.02	PROPOSAL CONTENTS	26
SEC. 4.03	EXPERIENCE AND QUALIFICATIONS	27
SEC. 4.04	UNDERSTANDING OF THE PROJECT	27
SEC. 4.05	METHODOLOGY USED FOR THE PROJECT	27

SEC. 4.06	MANAGEMENT PLAN FOR THE PROJECT	27
SEC. 4.07	COST PROPOSAL	28
SEC. 4.08	EVALUATION CRITERIA	28
SECTION 5.	EVALUATION CRITERIA AND CONTRACTOR SELECTION	29
SEC. 5.01	SUMMARY OF EVALUATION PROCESS	29
SEC. 5.02	EVALUATION CRITERIA	30
SEC. 5.03	SCORING METHOD AND CALCULATION	30
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS (10%).....	31
SEC. 5.05	UNDERSTANDING OF THE PROJECT (10%)	32
SEC. 5.06	METHODOLOGY USED FOR THE PROJECT (10%)	32
SEC. 5.07	MANAGEMENT PLAN FOR THE PROJECT (10%)	32
SEC. 5.08	CONTRACT COST (50%).....	32
SEC. 5.09	ALASKA OFFEROR PREFERENCE (10%).....	33
SECTION 6.	GENERAL PROCESS AND LEGAL INFORMATION.....	35
SEC. 6.01	INFORMAL DEBRIEFING	35
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	35
SEC. 6.03	SITE INSPECTION.....	35
SEC. 6.04	CLARIFICATION OF OFFERS	36
SEC. 6.05	DISCUSSIONS WITH OFFERORS	36
SEC. 6.06	EVALUATION OF PROPOSALS	36
SEC. 6.07	CONTRACT NEGOTIATION	36
SEC. 6.08	FAILURE TO NEGOTIATE	37
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION	37
SEC. 6.10	PROTEST	37
SEC. 6.11	APPLICATION OF PREFERENCES	38
SEC. 6.12	ALASKA BIDDER PREFERENCE.....	38
SEC. 6.13	ALASKA VETERAN PREFERENCE	39
SEC. 6.14	ALASKA MILITARY SKILLS PROGRAM PREFERENCE	39
SEC. 6.15	STANDARD CONTRACT PROVISIONS	40
SEC. 6.16	QUALIFIED OFFERORS	40
SEC. 6.17	PROPOSAL AS PART OF THE CONTRACT	41
SEC. 6.18	ADDITIONAL TERMS AND CONDITIONS.....	41
SEC. 6.19	HUMAN TRAFFICKING	41
SEC. 6.20	RIGHT OF REJECTION	41
SEC. 6.21	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	42
SEC. 6.22	DISCLOSURE OF PROPOSAL CONTENTS	42
SEC. 6.23	ASSIGNMENT.....	43
SEC. 6.24	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)	43
SEC. 6.25	DISPUTES.....	43
SEC. 6.26	SEVERABILITY	43
SEC. 6.27	SUPPLEMENTAL TERMS AND CONDITIONS.....	43
SEC. 6.28	SOLICITATION ADVERTISING	43
SEC. 6.29	FEDERALLY IMPOSED TARIFFS	44
SECTION 7.	ATTACHMENTS.....	45
SEC. 7.01	ATTACHMENTS.....	45

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections, Division of Administrative Services, is soliciting proposals for an individual or agency to provide Physician, Physician Assistant, or Advanced Practice Registered Nurse Services to provide pre-employment medical examinations (PEME); fitness-for-duty examinations (FFDE); and consultation services. A more detailed description, including the scope of work, is provided under **SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION**.

SEC. 1.02 BUDGET

The Department of Corrections, Division of Administrative Services, has not established a firm budget for this contract. Funds are limited, and negotiations may be necessary depending upon the cost of the proposal submitted.

Approval or continuation of a contract resulting from this RFP is dependent upon legislative appropriation of funding and programmatic needs.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM prevailing Alaska Standard Time on October 13, 2025**, as indicated by postmark or email timestamp, and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

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

A. Prior Experiences

Offerors must be a practicing adult primary care physician/physician assistant or advanced practice registered nurse with at least two (2) years of experience performing medical evaluations of applicants/employees for essential job functions and fit-for-duty evaluations.

B. Professional Qualifications for Physician/Physician Assistant or Advanced Practice Registered Nurse:

- Must hold an active State of Alaska Professional license(s).

Physicians must have graduated from a legally chartered medical school accredited by the Association of American Medical Colleges and the Council on Medical Education of the American Medical Association. Physicians must hold an unrestricted license to practice medicine in the State of Alaska and have a current Drug Enforcement Administration (DEA) registration number.

C. Professional Qualifications for Physician Assistant:

Physician Assistants must hold an unrestricted license to practice medicine in the State of Alaska and have a current Drug Enforcement Administration (DEA) registration number. Individuals must have a written collaborative relationship with the assigned physician as outlined by 12 AAC 40.410.

D. Professional Qualifications for Advanced Practice Registered Nurse:

An Advanced Practice Registered Nurse must hold an unrestricted license to practice medicine in the State of Alaska and have a current Drug Enforcement Administration (DEA) registration number.

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

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. **The deadline for receipt of questions is October 6, 2025.**

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

PROCUREMENT OFFICER: ALLAN OYAO – PHONE 907-269-5910 – EMAIL: allan.oyao@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

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

If submitting a hard copy proposal, Offerors must submit one hard copy of their proposal to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

***Department of Corrections
Division of Administrative Services
Attention: Allan Oyao Jr.
RFP Number: 2026-2000-0094
RFP Title: Employment Medical Examinations
550 W. 7th Avenue, Suite 1800
Anchorage, AK 99501***

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to doc.procurement@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes, and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it with enough time to ensure the email is delivered by the deadline for receipt of proposals.

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

SEC. 1.08 ASSISTANCE TO OFFERORS WITH DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

After receiving 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 clarification or change, and a new date and time will be established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 1.11 RFP SCHEDULE

The RFP schedule set out herein represents the state's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		9/22/2025
Deadline for Receipt of Questions		10/6/2025
Deadline for Receipt of Proposals	2:00 PM AKST	10/13/2025
Proposal Evaluations Complete		10/17/2025
Notice of Intent to Award		10/20/2025
Contract Issued		10/31/2025

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

SEC. 1.12 ALTERNATE PROPOSALS

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

SEC. 1.13 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Alaska Police Standards Council is a regulatory and quasi-judicial body that was created by Senate Bill 1, Chapter 178, and enacted by the State Legislature, effective July 7, 1972. Alaska Statute 18.65.140 created the Alaska Police Standards Council (APSC) under the Alaska Department of Public Safety. The Legislature granted the Council the power to adopt regulations establishing minimum selection and training standards for employment as police officers, as well as other regulations for the administration of the act. In 1988, House Bill 367 expanded the council's jurisdiction to include corrections, probation, and parole officers.

The Alaska Administrative Code 13 AAC 85.210 regulates the minimum qualifications for the selection of the positions listed above to include the Alaska Police Standards Council's Health Questionnaire and a medical examination by a physician, physician assistant, or an advanced practice registered nurse. Most of the services required are for pre-employment examinations.

The medical screening process should be consistently applied to applicants to determine a basic standard of fitness. This is difficult to do when applicants are going to their own providers at their own expense. The objective is to reduce the number of on-the-job injuries sustained by employees while performing the typical functions of the position.

As an employer, the department has the right to grant continuing employment to employees who are able to perform the essential functions of their positions. The necessity of Correctional, Probation, or Prisoner Transportation Officers to submit to a physical or psychological (psychological testing not part of this RFP) Fitness-for-Duty Evaluation (FFDE) as a condition of continuing employment has been upheld through arbitration.

Prior to 2004, the department accomplished FFDEs in a number of ways. In some instances, the employee's personal physician performed the evaluation, while in others the department used a physician of its choosing. In the case of employees injured on the job, the evaluation was sometimes accomplished through the Workers' Compensation Employer's Independent Medical Examination. However, using an employee's personal physician has not always resulted in an objective assessment, and in some communities, the department has been unable to locate a local physician willing to perform an assessment.

In early 2004, as a result of collective bargaining negotiations, the department agreed that when an employee is required to submit to an FFDE as a condition of continuing employment, the FFDE will be conducted at no charge to the employee. In addition, the department has also agreed to provide an employee with the complete report of the FFDE.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Corrections, Division of Administrative Services (department), is soliciting proposals for licensed physicians, advanced practice registered nurse(s), and/or physician assistants (offeror/contractor) to provide pre-employment medical examinations (PEME); fitness-for-duty examinations (FFDE); drug testing and consultation services on an as-needed basis to the department. Offerors must offer services in the following Alaska locations: Anchorage area and/or Palmer or Wasilla, Fairbanks, and Juneau, Alaska.

The physician(s), advanced practice registered nurse(s), and/or physician assistant(s) assigned to perform the majority of the exams shall review and understand the essential functions of the correctional officer, probation officer, and prisoner transportation officer positions in the department. This is the contractor's responsibility and not billable to the department. Continued review is critical for both the pre-employment examinations as well as the fit-for-duty evaluations. For consistency in recommendations, it is preferred that the contractor assign one or two physicians and/or physician assistants to perform the majority of the examinations. The contractor shall review the various position descriptions and essential functions' lists and the list of duties on the Medical Examination Report Form F2-B. The department's Background Unit will act as the project manager.

The contractor shall perform the following Tasks on an as-needed basis:

Task #1 – Pre-Employment Medical Examinations (PEME)

The contractor shall conduct examinations on new job applicants referred to by the project manager. The contractor will review medical history questionnaires, perform medical examinations, and complete medical examination reports. Completion of the Alaska Police Standards Council form is required for new hires and will be provided by the project manager and/or the applicants.

The examinations shall include, but not be limited to:

- a. Review of individual Health Questionnaires (APSC Form F2-A) on all applicants.
- b. Medical Examination of referrals to include vision and hearing, cardiovascular system at rest and after exercise, musculoskeletal, laboratory urinalysis only, and TB testing.
- c. Completion of the Medical Examination Reports, summary of findings, and determination of whether applicant is physically capable of performing the essential functions of the job (APSC Form F2-A&B).
- d. All applicants are to receive a purified protein derivative (PPD) tuberculosis (TB) screening test or a blood test (QuantiFERON TB GOLD Plus) alternative blood test option to TB. If TB is indicated, the physician shall note test results on the APSC Form F2-B, Question 11. In the event a chest x-ray is necessary to confirm results, the offeror will email the project manager with a request for approval and the quoted price of the x-ray prior to performing the test. The results of the X-ray shall also be noted in Section 11.
- e. The contractor shall only conduct a hepatitis blood test on an applicant if their history and screening indicate the possibility of hepatitis. This test is not required as part of the standard examination and is only needed if indicated. Pre-approval of the testing cost needs to be received from the project manager in advance of testing.

- f. The Alaska Police Standards Council (APSC) Form F2-B may be certified (signed) by a physician, physician assistant, or advanced practice registered nurse who qualifies under Alaska Administrative Code 12 AAC 12.40.410.
- g. It is the State's responsibility to make a final determination of the applicant's ability to perform the essential functions.

Requirement not listed on the APSC F2-A&B:

- h. All applicants are to provide a urine sample for a DOT standardized or non-standard 6-panel Drug Profile test to include the following: amphetamines, cannabinoids, cocaine, opiates, MDA/MDMA, oxycodone, and phencyclidine. Chain-of-custody documentation is required.

Further testing may be required before a determination of eligibility can be made. In cases where the contractor finds that test results are inconclusive or borderline, and the physician cannot, in good conscience, make a positive recommendation for the applicant without additional testing, the physician shall make a negative recommendation.

Task #2 – Fitness for Duty Evaluations (FFDE)

The contractor shall conduct medical evaluations on employees referred to by the department's project manager for fitness for duty evaluation and/or a functional analysis and assessment. The physician will not use the APSC F2-A/B form. There is no form to use for these evaluations. The project manager shall provide the physician with a referral letter detailing the medical injury or condition. The department will provide a list of essential job functions, observations of workplace functioning, and any additional information assumed to be pertinent, and may make specific queries relevant to determining the permanency of impairment.

The examinations shall include, but not be limited to:

- a. The physician will have access to medical history, to medical records, and to consult with the employee's medical providers (as necessary).
- b. Intake medical history and review of medical records (may need to request copies of records from other providers using the release provided by the department) and conduct any interviews with relevant individuals if deemed necessary or appropriate by the contractor.
- c. Perform medical examination on referrals, including any of the following tests deemed necessary or appropriate by the contractor to make a determination: vision and hearing, cardiovascular system at rest and after exercise, musculoskeletal, and laboratory (blood and urine).
- d. Complete a functional assessment report. This report may include any restrictions and limitations on the employee's physical ability to perform the essential functions of the job, the duration of those restrictions, and the reasons supporting the findings.
- e. A physician is required to perform the Fitness-for-Duty Evaluation and sign the report.
- f. It is the State's responsibility to make a final determination of the employee's ability to perform the essential functions.

- g. Testing beyond that which is detailed above may be required before a fitness-for-duty determination can be made. In cases where the contractor finds that test results are inconclusive and cannot decide without additional testing, the contractor will contact the project manager for direction. If authorized by the project manager, the additional testing may be done by the contractor if appropriate, or if not, the contractor will coordinate with an appropriate provider to obtain this testing. Any additional testing performed by another provider will be forwarded to the contractor for review and consideration in making a final determination.

Task #3 – Consultation

The contractor shall provide a physician, advanced practice registered nurse(s), health practitioner, physician assistant(s), and LPN for consulting services upon request. There shall be no charge when the project manager requests a consultation with the contractor to explain his/her evaluation recommendations under Tasks 1 – 4. The consulting services shall be scheduled only through the project manager. Examples of consulting topics the department may request are described below, but not limited to:

- a. Review an employee's health care provider's plan of treatment, findings, or limited duty or workplace modification recommendations, and confirm or recommend alternative plans of treatment, findings, or limited duty or workplace modification recommendations, and provide the reasons supporting the recommendation.
- b. Recommend workplace modifications based on the medical examination and functional assessment and the reasons supporting the recommendation(s).
- c. The contractor shall meet once or twice annually with the department's Training Academy's Program Coordinator, or designee, in Palmer, Alaska, to discuss the essential functions of the various jobs and the physical standards the correctional officers and probation officers must meet. This meeting will additionally provide an opportunity to observe actual physical training and firearms training during an academy. The contractor may also be given an orientation of the various job functions at a local correctional center. No time or travel costs incurred by the contractor for orientation purposes (essential functions review, discussions with Program Coordinator, and/or onsite visits) will be billable to the department.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of the award, approximately **November 1, 2025, through June 30, 2026**, with four (4) one-year optional renewal terms and through **October 31, 2030**. The optional contract renewal shall be exercised solely at the discretion of the State. All contract renewals are dependent upon legislative appropriation of funding and programmatic needs.

The anticipated contract schedule is as follows:

Initial Term: Approximately November 1, 2025 – June 30, 2026

Renewal Option 1: July 1, 2026 – June 30, 2027

Renewal Option 2: July 1, 2027 – June 30, 2028

Renewal Option 3: July 1, 2028 – June 30, 2029

Renewal Option 4: July 1, 2029 – June 30, 2030

Final Renewal Option 5: July 1, 2030 – October 31, 2030

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

SEC. 3.03 SERVICE SCHEDULE

The contractor must notify and coordinate with the project manager in the event of an extended leave of absence (in excess of 14 days). If there is a sufficient number of qualified staff available in the office/clinic to perform services under this contract, and the absence of one or more will not substantially impact the quality or timely delivery of services, this should not be an issue. Efforts will be made to coordinate the exams with other pre-employment tests or activities. The contractor will be provided with as much advance notice as possible and will work with the State to schedule mutually agreeable appointments.

Work will be scheduled only by the project manager or designee. The contractor must have the ability to conduct work in Anchorage and/or Palmer or Wasilla, Fairbanks, or Juneau, AK.

The project manager will attempt to notify the contractor of any appointment cancellations they receive from the applicants; however, this occurrence may be out of the project manager's control. If the applicant notifies the contractor directly of the need to cancel or reschedule, the contractor may reschedule and shall notify the project manager of the change. The contractor shall not charge the department for applicants who do not make their scheduled appointments or for cancellations/no shows.

SEC. 3.04 CONTRACT TYPE

This contract is a **FIRM FIXED PRICE** contract.

SEC. 3.05 LOCATION OF WORK

The contractor is required to provide services in three major locations within Alaska: The Anchorage area (Eagle River/Palmer/Wasilla is acceptable), Fairbanks, and Juneau, Alaska. The State will not provide workspace for the contractor. The contractor must provide its own workspace.

The contractor must include in their rates (direct/indirect costs): transportation, lodging, and per diem costs sufficient to pay for the services as required at each location.

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

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

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

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

SEC. 3.06 PROPOSED PAYMENT PROCEDURES

The contractor will be required to provide itemized invoices with the support documentation to demonstrate provision of services sufficient to meet the minimum requirements for fiscal accountability. Charges for each individual (regardless of the type of test) shall include the name of the institution or office the applicant or employee is or will be working for, and the purpose of the exam/test (Pre-employment, FFDE, etc.). The contractor and the department will agree on a standardization of information needed on invoices in order to expedite the payment processing. Invoices shall be submitted no later than 30 days after submission of the Medical Examination Reports or other requested services. The contractor shall not exceed one invoice per month, regardless of service location.

If the offeror proposes utilizing a subcontractor(s), subsequent subcontractor billings must be through the contractor to the department. The department will not directly pay or resolve billing discrepancies with a subcontractor. It is the contractor's responsibility to resolve invoice discrepancies with the subcontractor. Invoice discrepancies include a broad range of issues, including but not limited to over-invoicing, invoices not per the contract rates, outside charges, late invoices, credits, etc. The contractor shall not be reimbursed for under-billing that is over 60 calendar days past the contractor's invoice date.

Example: The contractor charges the department for 20 PEME conducted in July with a contractor's invoice date of 8/30. However, the contractor finds that 25 PEME were conducted in July and issues an invoice on 10/30 for the additional 5 PEME. This charge is not allowed since it's on the 61st day.

SEC. 3.07 PROMPT PAYMENT FOR STATE PURCHASES

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

SEC. 3.08 CONTRACT PAYMENT

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

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

SEC. 3.09 GINA

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family

member, except as specifically allowed by this law. To comply with this law and the EEOC notice [provided at 29 CFR § 1635.8*B) (1)(B), we are asking that you not provide any genetic information when responding to this request for medical information. “Genetic Information” as defined by GINA includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member, or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

SEC. 3.10 HEALTH CARE PROVIDER

The contractor shall assign one or two physicians, physician assistants, or advanced practice registered nurses to perform the pre-employment examinations and serve as a direct contact to the project manager. Health Care Providers will be required to perform the FFDE and reports. The contractor shall remain consistent in the way medical examinations are performed and individuals’ physical capabilities are assessed and reported.

SEC. 3.11 RELEASE OF MEDICAL RECORDS

The contractor shall obtain the necessary signed waivers to release copies of the records to the project manager. Waiver forms will be provided by the project manager, or they will be part of the applicant’s paperwork. The records will be provided or made available to the applicant.

The contractor will be required to adhere to contract conditions, standards, and policies set for medical examinations and forms utilized during the course of the contract. Contractor compliance with any revisions to the standards and forms as currently presented is required.

The contractor shall submit the completed APSC Form F2-A/B to the project manager within five (5) business days of the completed examination. (Candidates must submit their completed F-2A and the blank F-2B to the examiner, the examiner reviews and signs the F-2A history and returns it with the completed F-2B to the project manager.)

The project manager may request the contractor to verbally report his/her findings of each exam immediately after completion. The purpose of the immediate verbal report is for the project manager to determine the applicant’s eligibility to proceed to the next phase of testing, scheduled later that day or the next day. The drug screen results shall be reported as soon as possible, preferably within 4-5 days.

SEC. 3.12 DEPARTMENT FORMS

The contractor will be required to adhere to contract conditions, standards, and policies set for medical examinations and forms utilized during the course of the contract. Contractor compliance with any revisions to the standards and forms as currently presented is required.

The contractor shall submit the completed APSC Form F-2A/B forms (candidates must submit their completed F-2A and the blank F-2B to the examiner, the examiner reviews and signs the F-2A history and returns it with the completed F-2B to the project manager) within 5 business days of the completed examination. The project manager may request the contractor to verbally report his/her findings of each exam immediately after completion. The purpose of the immediate verbal report is for the project manager to determine the applicant’s eligibility to proceed to the next phase of testing, scheduled later that day or the next day. The drug screen results shall be reported as soon as possible, preferably within 4-5 days.

SEC. 3.13 THIRD-PARTY SERVICE PROVIDERS

Third-party providers are **not** allowed.

SEC. 3.14 SUBCONTRACTORS

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

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

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

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

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

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

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

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

SEC. 3.15 JOINT VENTURES

Joint ventures **will not** be allowed.

SEC. 3.16 EXPERT WITNESS

The contractor shall provide professional expertise as a witness for the department, upon request. For example, this may occur if there is a grievance action filed against the State that stems from personnel selection taken by the project manager based on the advice or recommendation of the physician conducting the physical evaluation. There shall be no charge for the contractor's time.

SEC. 3.17 CONTRACT PERSONNEL BACKGROUND CHECKS

The department shall require personnel who provide direct services within, and at times outside, department 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 department at no charge to the contractor. The department reserves the right to restrict an individual's access to the facility or program if they are determined to pose a threat to security or if they fail to provide the information required for a background check.

SEC. 3.18 CODE OF ETHICS AND STANDARDS OF CONDUCT

The contractor will ensure 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 Policies and Procedures are attached. The department reserves the right to exclude from use under this contract any person deemed by the department to be incompatible with the goals, mission, security, or safety of its program.

SEC. 3.19 INVESTIGATIONS AND LITIGATION

Offerors must disclose any pending investigation or litigation regarding similar service provision as detailed in the RFP. The contractor is obligated to notify the project manager the next working day if, they, or any member of their contract staff, are being investigated for malpractice and/or ethical violations by a licensing board or professional organization, or if they are named as a party in a civil or criminal litigation relating to their professional activities. The department reserves the right to disallow the provision of contract services by any individual undergoing investigation and/or litigation under this section.

SEC. 3.20 RECORDS AND RESEARCH

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.

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

SEC. 3.21 TRANSITION AT THE END OF THE 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. This clause is a condition precedent to the contractor's right to receive any final payment of funds under this contract.

SEC. 3.22 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.

SEC. 3.23 FORMAT OF REPORTS AND DATA

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

SEC. 3.24 NON-EXCLUSIVE USE

The subsequent contract doesn't represent an exclusive use contract. The department may utilize the services of other contractors.

SEC. 3.25 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 3.26 CONTRACT PERSONNEL

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

SEC. 3.27 INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.28 EXCLUDED SERVICES

The contractor shall not provide treatment to individuals referred to under this contract. The contractor should inform the referral of any medical condition or disease detected or suspected during an examination and advise the referral to seek medical assistance with their primary provider, if appropriate.

SEC. 3.29 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.30 NONDISCLOSURE AND CONFIDENTIALITY

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the

general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.31 INDEMNIFICATION

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

SEC. 3.32 INSURANCE REQUIREMENTS

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

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

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

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

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

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

Contract Amount
 Under \$100,000
 \$100,000-\$499,000
 \$500,000-\$999,999
 \$1,000,000 or over

Minimum Required Limits
 \$300,000 per Claim/Annual Aggregate
 \$500,000 per Claim/Annual Aggregate
 \$1,000,000 per Claim/Annual Aggregate
 Refer to Risk Management

SEC. 3.33 SERVICE CONTRACT DEFICIENCIES

The contractor's failure to provide a service required by this contract will be grounds for the state to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the state, in writing, of the corrective action being taken.

If a deficiency is not corrected within 8 working hours from the time it is issued, the state may issue another SDC and procure from another contractor the services necessary to correct the problem. The contractor will then be obliged to reimburse the state for the amount required to correct the problem.

If a contractor gets more than one (1) substantiated SDC in 30 days or a total of two (2) substantiated SDCs in 60 days, it will be grounds for the state to declare the contractor in default.

SEC. 3.34 SECURITY SPECIFICATIONS

Security:

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

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

Security Check:

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

1. The contractor will complete a Request for Clearance form to submit to the facility security staff for review at least 48 hours prior to commencement of work. The form requires the following information from each person working on site:
 - a. Full name.
 - b. Residence address.
 - c. Telephone Number.
 - d. Date of birth.
 - e. Social Security Number.
 - f. Valid driver's license and state of issue, or other photo identification bearing a Social Security number.
 - g. The names of any relatives, friends, or acquaintances that are currently incarcerated within the facility.
2. The security check will look for recent or frequent past convictions or for outstanding warrants. Security staff reserve the right to disqualify anyone from access to the work site. A past conviction will not automatically disqualify.
3. Once a Request for Clearance has been approved and is on file, it is not necessary for the contractor to complete a new form each time they request to enter the facility grounds.

Personnel Access:

1. Access to the work site, which is within a correctional facility, will be monitored and controlled by the Department of Corrections in order to prevent the importation of contraband and escape of inmates. At no time will contractor staff enter areas of the facility that are off-limits to them, nor drive vehicles along the perimeter fence or other unauthorized areas unless directed to do so by security staff.
2. Contractor staff will report to the visitor's reception area at the beginning of each shift to obtain their identification badge or visitor's badge and sign in on the contractor's log. At the end of each shift, contractor staff will return their badges to this area and sign out of the contractor's log. If workers leave the compound at lunch, they will all leave at the same time. Contractors should encourage their staff to bring lunch and to eat within the designated work area or cafeteria.
3. Contractors, Subcontractors, and Employees may be denied access or be removed from the facility for the following reasons:

- a. Contractors or workers who are incompetent, careless, or otherwise detrimental to the work or the security of the facility.
- b. Security requirements.
- c. Disruptive, abrasive, and/or argumentative conduct.
- d. Being under the influence of Alcohol, Drugs, and/or any substance that is considered contraband by the Facility (including use of Tobacco Products).
- e. Refusal to submit to a search of personal property/belongings or themselves.
- f. Health problems.
- g. Failure to show proper identification.
- h. Failure to follow the direction of Correctional Officers and/or staff members.
- i. Having any unauthorized contact or interaction with inmates.
- j. Failure to pass the security check.
- k. Failure to secure tools and work areas. (If no personnel are physically present in the work area, the work area and/or tools must be secured prior to leaving the area.)

Vehicle Access:

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

Tool Control:

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

Contraband:

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

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

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

AS 11.56.380, Promoting contraband in the second degree.

1. A person commits the crime of promoting contraband in the second degree if the person:
 - a. Introduces, takes, conveys, or attempts to introduce, take, or convey contraband into a correctional facility; or
 - b. Makes, obtains, possesses, or attempts to make, obtain, or possess anything that person knows to be contraband while under official detention within a correctional facility.
2. Promoting contraband in the second degree is a Class A misdemeanor.
 - a. Effective August 26, 1999, contraband includes tobacco products.

AS 11.56.390, definition:

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

SEC. 3.35 SECURITY BACKGROUND INVESTIGATION AND POLICIES AND PROCEDURES

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

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

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

- Security Clearance Form;
- PREA Employment Disclosure Form (*only applicable if services are provided in the institution*)
- Code of Ethical Conduct 202.01a;
- Standards of Conduct 202.15a;
- ACOMS form and agreement, and (*only applicable if they will be using DOC computers or network*)
- Criminal Justice Information Services Addendum (CJIS) form. (*Only required if providing services in the institutions or upon request.*)
 - The department may require the contractor to obtain 2 fingerprint “blue cards” form FD-258 for personnel performing service under this contract (no charge to contractor). Fingerprint (blue cards) can be obtained in Anchorage, in the basement of the Nesbitt Courthouse, or make arrangements at one of the department institutions by appointment.

Questions or for arranging appointment please contact the following personnel:

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

David Muise (david.muise@alaska.gov)

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

Recidivism Reporting: (*Only applies if applicable*)

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

Per AS 44.19.647, Recidivism Definition:

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

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

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

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

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

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

SEC. 3.36 TERMINATION FOR DEFAULT

- a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 INTRODUCTION

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

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

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

SEC. 4.02 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

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

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

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

SEC. 4.03 EXPERIENCE AND QUALIFICATIONS

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

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

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

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

SEC. 4.04 UNDERSTANDING OF THE PROJECT

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

SEC. 4.05 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.07 COST PROPOSAL

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

SEC. 4.08 EVALUATION CRITERIA

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

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

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to the state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	Weight
Experience and Qualifications	100
Understanding of the Project	100
Methodology Used for the Project	100
Management Plan for the Project	100
Total	400

Cost Criteria	Weight
Cost Proposal	500
Total	500

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

After the PEC has been scored, the scores for each section will be totaled, and the following formula will be used to calculate the total amount of points awarded for each section:

Offeror Total Score

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

Example (Max Points for the Section = 100):

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

Offeror 1 was awarded 75 points:

Offeror Total Score (30)

_____ x Max Points (100) = Points Awarded (75)

Highest Total Score Possible (40)

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

_____ x Max Points (100) = Points Awarded (50)

Highest Total Score Possible (40)

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

_____ x Max Points (100) = Points Awarded (100)

Highest Total Score Possible (40)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (10%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

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

2) Questions regarding the firm:

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

- c) Has the firm provided letters of reference from previous clients?

SEC. 5.05 UNDERSTANDING OF THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

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

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

Proposals will be evaluated against the questions set out below:

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

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

Proposals will be evaluated against the questions set out below:

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

SEC. 5.08 CONTRACT COST (50%)

Overall, a minimum of **50%** of the total evaluation points will be assigned to cost. After the procurement officer applies to any applicable preferences, the offeror with the lowest total cost will receive the

maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 400):

Step 1

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

Offeror #1 \$40,000

Offeror #2 \$42,750

Offeror #3 \$47,500

Step 2

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

Offeror #1 receives 400 points.

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

Offeror #2 receives 374.3 points.

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

Offeror #3 receives 336.8 points.

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

SEC. 5.09 ALASKA OFFEROR PREFERENCE (10%)

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

Example:

Step 1

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

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

Step 2

Determine which offerors qualify as Alaska bidders and thus are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

Step 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
Offeror #3	900 points (800 points + 100 points)

Offeror #3 is the highest-scoring offeror and would get the award, provided their proposal is responsive and responsible.

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state

reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make a site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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

SEC. 6.07 CONTRACT NEGOTIATION

After the final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If

contract negotiations are commenced, they may be held in the conference room on the 18th floor of the Atwood Building in Anchorage, Alaska.

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

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

[Application Of Preferences](#)

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

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

SEC. 6.12 ALASKA BIDDER PREFERENCE

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

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

Alaska Bidder Preference Certification Form

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. a limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.14 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

- A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- B. has an active partnership with an entity that employs an apprentice through a program described above.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.15 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached to the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.) must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception to.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 6.16 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 6.17 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.18 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 6.19 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 6.20 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 6.21 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.22 DISCLOSURE OF PROPOSAL CONTENTS

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (Herein, any reference to “Record” includes all such records and the offer; any reference to “Law” includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the offeror undertook the following protective measures:
 - a. marked information confidential;
 - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
 - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the offeror.
6. If the offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:
 - a. the State agrees that the Law protects the information; and
 - b. if the nondisclosure is challenged, the offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify an offeror of a request for the Record and of a planned release if the offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

SEC. 6.23 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 6.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, 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 RFP, 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.

SEC. 6.25 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 6.26 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 6.27 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After the award of the contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

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

SEC. 6.28 SOLICITATION ADVERTISING

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

SEC. 6.29 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as a result of legislative, judicial, or administrative action, may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

- 1) Proposal Checklist
- 2) Cost Proposal Form
- 3) Offeror Information Form
- 4) Certification of Entitlement to the Alaska Bidder Performance Form
- 5) Experience and Qualifications
- 6) Understanding the Project
- 7) Methodology Used for the Project
- 8) Management Plan for the Project
- 9) Subcontractors (if applicable)
- 10) Request for Clearance
- 11) PREA Employment Disclosure Form
- 12) Department Policies and Procedures 202.01 and 202.15
- 13) Standard Agreement Form
- 14) Personnel Security Clearance Form and User Agreement
- 15) FBI Criminal Justice Information Services Security Addendum
- 16) Probation Officers Job Class Specs / Position Description
- 17) Correctional Officers Job Class Specs / Position Description
- 18) F-2A Form
- 19) F-2B Form

Attachment 1
PROPOSAL CHECKLIST
EMPLOYMENT MEDICAL EXAMINATION
RFP #2026-2000-0094

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

NOTE:

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

Description	
Sealed original proposal submitted by <u>2:00 PM AKST on October 13, 2025.</u>	
Cost Proposal Form (<i>sealed or sent separately</i>)	
Offeror Information Form	
Certification of Entitlement to the Alaska Bidder Preference and other preferences (<i>if applicable</i>)	
Evidence of Alaska Business License (<i>if applying for Alaska Bidder Preference</i>)	
Experience and Qualifications – (<i>Provide Resume/s and Certificates</i>)	
Understanding of the Project	
Methodology Used for the Project	
Management Plan for the Project	
Subcontractors (<i>if applicable</i>)	

Attachment 2

COST PROPOSAL FORM

RFP #2026-2000-0094

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

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

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

EMPLOYMENT MEDICAL EXAMINATIONS (STATEWIDE)							
Service Cost Schedule							
Task Number	Service Requirement	Job Class	Annual QTY		Unit Cost		Total Cost
One	Pre-Employment Medical Examinations (PEME)	Correctional Officer	400	X	\$	=	\$
One	Pre-Employment Medical Examinations (PEME)	Probation Officer	100	X	\$	=	\$
One	Pre-Employment Medical Examinations (PEME)	Transportation Officer	5	X	\$	=	\$
Two	Fitness for Duty Evaluations (FFDE)	Correctional Officer	5	X	\$	=	\$
Two	Fitness for Duty Evaluations (FFDE)	Probation Officer	5	X	\$	=	\$
Two	Fitness for Duty Evaluations (FFDE)	Transportation Officer	5	X	\$	=	\$
Five	Consultation	Various	50 Hours	X	\$	=	\$
Total Service Cost (Evaluation Purposes Only)							\$

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

Print Name: _____

Signature: _____

Date: _____

Organization: _____

Attachment 3

Offeror Information

Revised March 13, 2024

PROJECT INFORMATION

RFP NUMBER: 2026-2000-0094
PROJECT NAME: EMPLOYMENT MEDICAL EXAMINATIONS

OFFEROR INFORMATION

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

CONTACT INFORMATION

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

Name _____
Title _____
Address _____
Email _____
Telephone _____

CRITICAL TEAM MEMBERS

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

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

ADDENDA ACKNOWLEDGEMENT

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

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

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

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

Section	Clarification

CONFLICT OF INTEREST STATEMENT

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

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

☐ Yes ☐ No

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

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

FEDERAL REQUIREMENTS

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

ALASKA PREFERENCES

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

SIGNATURE

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

Printed Name

Title

Date

Signature



Attachment 4

ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME:

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	☐ Yes ☐ No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	☐ Yes ☐ No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1.	2.
3.	4.
5.	6.

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

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

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

Alaska Bidder Preference Questions:

1)

Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

☐ YES ☐ NO

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

2)

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

☐ YES ☐ NO

3)

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

☐ YES ☐ NO

If **YES**, please complete the following information:

A. **Place of Business**

Street Address:

City:

ZIP:

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

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

☐ **YES** ☐ **NO**

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

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

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

☐ **YES** ☐ **NO**

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

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

Please identify each member by name:

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

☐ **YES** ☐ **NO**

Please identify each member by name:

Alaska Veteran Preference Questions:

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

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

(A) Served in the

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

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

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

☐ **YES**

☐ **NO**

SIGNATURE

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

Printed Name _____

Title _____

Date _____

Signature _____

Attachment 5

Experience and Qualifications (10%)

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

Attachment 6

Understanding of the Project (10%)

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

Attachment 7

Methodology Used for the Project (10%)

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

Attachment 8

Management Plan for the Project (10%)

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

Attachment 9

Subcontractors

Please complete the form below if using subcontractors. During contract negotiation, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to performing the services required by the contract. Prior to contract award, the state will also require evidence that a subcontractor possesses a valid Alaska business license if they will be performing work within Alaska.

[illegible]

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

Attachment 10

State of Alaska
Department of Corrections
REQUEST FOR CLEARANCE
for
Contractor/Contract Staff Background Checks

Date: _____

Applicant Name: _____

Mailing Address: _____

Purpose of this check: _____

Date of Birth: _____ Social Security #: _____

Alaska driver's license #: _____

Other states applicant has resided in and the dates: _____

Prior criminal history (including the state the offense occurred in) _____

Is applicant currently on probation or parole? _____ If yes, where? _____

Does applicant have any relatives or acquaintances presently incarcerated in Alaska or under the Dept. of Corrections supervision? _____ If yes, state the person's name/location: _____

Clearance requested by (Contractor): _____

Address: _____ Phone: _____

The information that I have provided is true and accurate to the best of my knowledge. I authorize the Department of Corrections to perform a background investigation for any and all prior convictions or current warrants.

Signature of applicant: _____ Date: _____

Contractor's signature: _____ Date: _____

Department Use Only

* * * * *

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

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

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

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

Approved by: _____ Date: _____

Contract Oversight Officer/Superintendent,
Division of Institutions

Request Granted: _____ Request Denied: _____

Reason for denial: _____

DOC Staff Signature/Title: _____ Date: _____

Attachment 11



PREA Employment Disclosure

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

Name

PCN #

Date

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

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

☐ Yes – Specify all

☐ No

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

☐ Verification complete

Date completed: _____

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

☐ Verification complete

Date completed: _____

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

☐ Verification complete

Date completed: _____

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

☐ Verification complete

Date completed: _____

Attachment 11



PREA Employment Disclosure

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

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

☐ Verification complete Date completed: _____

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

☐ Verification complete Date completed: _____

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

☐ Verification complete Date completed: _____

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

☐ Verification complete Date completed: _____

Acknowledgment and Release

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

Print Name

PCN #

Signature

Date

Attachment 11



Institutional Employment / Service Disclosure

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

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

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

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

FACILITY:

CONTACT PERSON:

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

- ☐ Yes
☐ No

Comments:

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

- ☐ Yes
☐ No

Comments:

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

- ☐ Yes
☐ No

Comments:

Attachment 11



Institutional Employment / Service Disclosure

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

Name

PCN #

Date

Question 4: Are you aware of whether or not this person resigned from your facility while under investigation of an allegation of sexual abuse of an offender, detainee, or resident?

☐ Yes

☐ No

Comments:

Employer Attempts	Method	Date	Comments
1 st Attempt			
2 nd Attempt			
3 rd Attempt			



Department of Corrections – Background Information

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

Date: _____ **Completed by:** ☐ Employee
☐ Hiring Manager

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

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

Attachment 12

	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.
-

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

POLICY:

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

APPLICATION:

This policy and procedure will apply to all Department employees.

DEFINITIONS:

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

Business Relationships:

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

Conflict Of Interest:

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

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

SECTION: Administration		PAGE: Page 2 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards of Conduct		

Egregious Misconduct:

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

Illegal Behavior:

Behavior that falls outside the law.

Investigations:

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

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

Medical Information:

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

Professional Conduct:

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

Unethical Behavior:

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

PROCEDURES:

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

SECTION: Administration		PAGE: Page 3 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards of Conduct		

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

I. General Provisions:

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

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

SECTION: Administration		PAGE: Page 4 of 12
CHAPTER: 200	NUMBER: 202.15	P&PTYPE: Public
TITLE: Standards of Conduct		

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

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

II. Conflicts of Interest:

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

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

SECTION: Administration		PAGE: Page 5 of 12
CHAPTER: 200	NUMBER: 202.15	P&PTYPE: Public
TITLE: Standards of Conduct		

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

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

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

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

IV. Relationships with Offenders and Family Members of Offenders:

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

SECTION: Administration		PAGE: Page 5 of 12
CHAPTER: 200	NUMBER: 202.15	P&PTYPE: Public
TITLE: Standards of Conduct		

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

SECTION: Administration		PAGE: Page 7 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards of Conduct		

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

V. Illegal or Unethical Behavior:

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

VI. Reports and Investigations:

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

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

SECTION: Administration		PAGE: Page 7 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards of Conduct		

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

VII. Medical Information:

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

VIII. Criminal Justice Information:

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

SECTION:	Administration	PAGE:	Page 9 of 12
CHAPTER:	200	NUMBER:	202.15
		P&P TYPE:	Public
TITLE:	Standards of Conduct		

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

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

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

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

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

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

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

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

IX. Public Statements and Disclosure of Information:

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

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

SECTION: Administration		PAGE: Page 10 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards of Conduct		

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

SECTION: Administration		PAGE: Page 11 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards of Conduct		

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

X. Clothing and Uniforms:

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

XI. Egregious Misconduct:

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

A. All DOC employees are prohibited from:

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

SECTION: Administration		PAGE: Page 12 of 12
CHAPTER: 200	NUMBER: 202.15	P&P TYPE: Public
TITLE: Standards of Conduct		

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

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

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

B. Egregious misconduct includes:

1. Conviction of any felony; and

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

XII. Responsibilities:

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

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

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

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

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

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

Standards of Conduct: Certificate of Review and Compliance

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

Printed Name _____

Signature _____

Date _____

(Attachment 13) STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of		Division	hereafter the State, and
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:			

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

APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

APPENDIX B² INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

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

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

Attachment 14
DEPARTMENT OF PUBLIC SAFETY DIVISION OF STATEWIDE SERVICES
PERSONNEL SECURITY CLEARANCE FORM AND USER AGREEMENT

REQUESTING AGENCY SECTION:

Requesting Agency: _____

If the agency is requesting a clearance for a contractor, vendor, or non-criminal justice employee, list the name of the person's employer: _____

Terminal Agency Coordinator (TAC): _____

If the agency does not have a TAC, list the agency supervisor's name, phone number, and e-mail address: _____

Name of Person for Whom Access is Requested: _____

Type of Access (check all that are necessary to complete job requirements):

☐ Unescorted Building Access and Key Card (DPS Only).
Location/Address: _____

☐ Unescorted Building Access with Photo ID Key Card (DPS Only).
Location/Address: _____

☐ Unescorted Building/Agency Access Only.
Agency/Location: _____

☐ Direct Access to (do not check items that the applicant currently has access to):

☐ Alaska Public Safety Information Network (APSIN)

☐ Alaska Records Management System (ARMS)

☐ Traffic and Criminal Software (TraCs)

☐ DPS Virtual Private Network (VPN)

Reason VPN Required: _____

☐ Report Manager

List Which Folders/Reports _____

☐ Livescan

☐ Felony Sex Offense Database

☐ Other (please describe): _____

I certify that the above information is accurate, and the requested access is necessary for the applicant to complete their assigned duties. I will review this person's access annually, ensure appropriate training and certification is completed, and will notify the CJIS Programs Unit when the above requested access is no longer required and/or authorized for this person.

TAC/Agency Supervisor's Signature: _____ Date: _____

Please send completed forms to:

Mail: Department of Public Safety, CJIS Programs Unit-Security, 5700 E Tudor Road, Anchorage, AK

99507, Fax: (907) 338-1051

APPLICANT SECTION:

Name: _____
(Last) (First) (Middle) (Suffix)

Date of Birth: ____ / ____ / ____ Sex: ____ Driver's License Number: ____ State: ____
(MM) (DD) (YYYY) (M / F)

Job Title: _____ Agency _____ City _____

E-Mail: _____

One Legible Fingerprint Card** Included: ☐ Yes ☐ No (Application cannot be processed) ☐ Already on file***

***Client number on card should be 4003 for Direct APSINIARMS Access; 4156 for Building or Non-Direct System Access*

****Fingerprint cards already on file with DPS for current APSIN clearance; this request is for additional system access*

ACCESS AGREEMENT

I understand that by executing this request, I am agreeing that an investigation into my background, including the search of Alaska Public Safety Information Network (APSIN) and National Crime Information Center (NCIC) will be conducted. I understand that I will be required to submit my fingerprints in connection with this request. I understand that the results of the investigation will be released to the APSIN Security Team personnel and the person requesting this clearance on my behalf for use in determining approval, denial, or appeal of the security clearance.

I hereby certify that I am familiar with the contents of (1) the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy; (2) Alaska Statute 12.62; (3) Alaska Administrative Code (AAC) 13 AAC 68.300-345; and the (4) CJIS Systems Agency (CSA) and agree to be bound by their provisions. The Department of Public (DPS) is the CSA for Alaska. I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which the agency has been authorized. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating, or re-disseminating information received as a result of direct or indirect access for a purpose other than that directly authorized, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than what is authorized also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes. In addition to any criminal, civil, or employee disciplinary actions that may result from such misuse, if I am found to have violated this agreement, DPS will revoke my security clearance. DPS may consider reinstatement of the clearance upon receipt of the completed Reinstatement Request form and completion of remedial training. DPS reserves the right to permanently revoke my security clearance.

I understand that unauthorized disclosure of information about the methodology, operation, or internal structure of APSIN or the computer networks that interface with APSIN may threaten the security of these systems. I will not disclose information about the security measures, access and/or operating procedures, equipment, or programs without specific authorization from the DPS CJIS Systems Officer (CSO). I understand that biennial Security Awareness training will have to be completed to maintain a clearance, and that initial training must be completed within six (6) weeks of receiving this security clearance. Security Awareness training is incorporated into the certification exam for direct access users which also requires biennial training/certification and must be completed within six (6) weeks of receiving access codes.

Direct Access Accounts Only: If issued a User ID and password, I will not share the password with anyone. I understand that DPS will maintain a record of all direct access account activity for three years; that this record may be used to audit my use of the system(s) at any time; and that this record may be released to my employer for an administrative investigation and/or to a law enforcement agency for a criminal investigation. I have read, understand, and agree to abide by the terms of this agreement for physical or logical access to the aforementioned criminal justice systems or for access to buildings or computer networks processing CJI from these systems.

Applicant Signature: _____

Date: _____

Attachment 15

APPENDIX H SECURITY ADDENDUM

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

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the Security Addendum

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

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

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

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

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

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

§ 20.33 Dissemination of criminal history record information.

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

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

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

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

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

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

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

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

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

1.00 Definitions

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

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

2.00 Responsibilities of the Contracting Government Agency.

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

3.00 Responsibilities of the Contractor.

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

4.00 Security Violations.

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

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

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

5.00 Audit

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

6.00 Scope and Authority

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

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

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

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

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

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

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

CERTIFICATION

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

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

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

Class Title:

Go to:

Position Control Number (PCN): 206119

Pretrial Services Officer 2 ▼

2. Duties

2.1. In one or two sentences, state the main purpose of the position.

The Pretrial Probation Officer (PO) II is responsible for the assessment and supervision of defendants in pretrial status with the Alaska Court System. A Pretrial PO II must enforce release conditions and ensure public safety by completing pretrial risk assessments, identifying appropriate supervision conditions, and monitoring defendants for court appearance compliance. Supervision of defendants includes referral for services, field and home visits, drug and alcohol screening, electronic monitoring, remanding, and filing violation reports when necessary, and reporting concerns and providing updates to the court. The Pretrial PO II is distinguished from the PO I position in that they perform moderately complex assignments with greater independence as well as investigate, assess, and make recommendations in complex cases involving professional judgement and a knowledge of departmental policies and procedures. Professionals in this class level have experience in and knowledge of the criminal justice system, bail setting, pretrial release and a comprehension of the complexities and nuances of bail review/adjudication/sentencing processes. They are also well versed in the pretrial office procedures, field work, and electronic monitoring, when applicable. The PO II level class provides training support to the PO I level.

2.2. Starting from the most to the least important, list the functional areas assigned to the position. Within each functional area, describe the duty statement associated; estimate the percentage of time spent performing the duties; and define each area as essential (E) or Marginal (M).

Functional Area Title: PO II Overview		
E/M	% of Time	Duty Statement
E	1 %	Staff classified as a PO II has directly related experience and/or education that are directly related. PO IIs have a higher level of proficiency and knowledge in the field of criminal justice. A PO II supervises a full caseload and may assist with the training of PO I positions. The PO II will demonstrate the following skills: • Basic knowledge of the criminal justice system • General knowledge of criminal and procedural law • Demonstrated proficiency of skills in case management • Demonstrated experience working with multiple defendants/case files • Advanced communication, crisis management and counseling skills • Intermediate to advanced ability to maintain accurate and appropriate documentation of casework

- Intermediate to advanced knowledge of the community and resources available within the community for defendants to include mental health treatment providers, substance abuse treatment/counseling, job skills, employment, residential assistance, etc.
- Basic typing/computer skills and the ability to use up-to-date word processing software with the knowledge of printing, saving files, file retrieval, etc.

The PO II will be required to work with any defendant group including but not limited to sex offenders, property crimes, violent offenders, drug and alcohol offenders, mental health offenders, etc.

The PO II shall have an understanding of the criminal offender profile, a rudimentary knowledge of criminal thinking, an awareness of what cognitive restructuring and social skill development are, substance abuse issues, relapse, mental illness, offense cycles, search and seizure laws, etc.

The PO II is responsible for case management and expected to develop and be able to use officer discretion as well as the knowledge of the criminal justice system and the applicable laws, statutes, and other regulations.

PO II positions are required to participate in the following:

- Preparation of documents for the court
- Intake procedure and paperwork for newly released defendants
- Interviews with defendants
- Home/field visits
- Arrests under a variety of circumstances
- Pretrial or supervision revocations
- Special requirements for working evenings and weekends
- Investigations into defendant law violations and violations of conditions of supervision
- Initiation and response to victim inquiries or concerns

The PO II develops knowledge of the community support systems available to defendants and the referral process for such services. This includes and is not limited to the following:

- Mental health assessments, counseling or treatment
- Substance abuse assessment or treatment
- Financial assistance
- Employment assistance
- Anger management/family counseling
- Sex offender treatment and containment model practices
- Community work service

POs are peace officers and as such are mandated by Alaska Statute to obtain APSC certification. This includes but is not limited to the following:

- Developing skills and knowledge in the basics of the position
- Documentation and writing skills
- Case supervision strategies
- Officer safety
- Policy and procedure
- Search and seizure techniques and laws
- Legal issues
- Preparation of reports for the courts and Alaska Board of Parole
- Defensive tactics
- Use of force training to include O.C., batons, taser, and firearms
- Firearms safety
- Verbal skills including motivational interviewing, and courtroom/parole testimony
- Field and office scenarios

Functional Area Title: Supervision of Pretrial Defendants		
E/M	% of Time	Duty Statement
E	24 %	- Supervision of pretrial defendants under the jurisdiction of the Alaska Court system as officers of the court. - POs work in urban or remote rural settings with institutions or in field district offices. Officers can be assigned to supervise a caseload residing in another geographical region. - Officers travel at times by non-conventional means, are exposed to rural environments, communicate effectively addressing language barriers, as well as perform duties with limited resources and support. - The work requires determining which laws, procedures and other guidelines take precedence when determining the supervision of defendants, revocation of pretrial release and interpretation of court orders. POs routinely perform the following: - Officers must maintain a valid driver's license and be able to drive state vehicles. - Officers give recommendations, written and/or oral, regarding pretrial risk, bail and release conditions, modification and revocation of release conditions, and appropriateness of electronic monitoring to the court. - Officers give recommendation, written and/or oral, for in/outpatient treatment of defendants who suffer mental illness, sexual deviancy, and/or substance abuse problems. - Effect initial contact with community agencies to ascertain availability and evaluate appropriateness of services. - Complete initial pretrial risk assessments and forward reports to the court within 24 hours of arraignment. - Determine necessity for and initiate investigation of defendant's criminal record by accessing state and national criminal justice computer information systems. - Select and prepare necessary intake documents to include referrals to other agencies, victim notification documents and when necessary, region of residence, firearms notification, child endangerment law, sex offender registration forms, and other local law enforcement agency notification documents (Duty to Warn). - Make initial contact with defendants within 24 hours (or the next business day) of release from custody. - Review with defendants the conditions of release and expectation of supervision, assuring complete understanding of the legal restrictions, requirements pertinent to individual cases, and electronic monitoring provisions if applicable. - Communicate professionally and collaborate with coworkers, victims and victim advocates, stakeholders, other agencies, and related community members to assist with managing defendants effectively and ensuring compliance with court ordered conditions. - Assignment may involve installing electronic monitoring devices, reviewing monitoring information, handling alerts, and troubleshooting equipment. - Conduct face-to-face office and field visits as required by policy and procedure, i.e., bi-weekly, monthly, etc. - Conduct unannounced visits of defendants' residence and place of employment as appropriate to determine compliance with conditions of release and ensure public safety. - Determine action(s) to be taken for defendants failing to meet court ordered conditions. Prepare reports including well informed release recommendations to court officials when necessary.

- Evaluate level of danger to be expected during office visit/field contact and arrange necessary support including firearms as required. Coordinate with other agencies in dangerous search and arrest situations and conduct the required planning and briefing with those agencies.
- Evaluate special circumstances, such as exposure to hazardous materials as found in methamphetamine labs or blood borne pathogens during field visits, which requires immediate containment for the health and safety of the officers and occupants.
- Search defendant's person, personal property, residence, or vehicles as required and authorized under law, ascertain the presence of contraband including illegal drugs and weapons and/or other items that may constitute a violation of the defendant's conditions of release. Take action to seize any contraband, and if necessary, arrest the offender.
- Maintain chain-of-custody for any seized items per policy and procedure.
- Perform visits or communicate via telephone, e-mail, or fax as required to community treatment and residential centers to liaise with staff regarding defendant's progress and program compliance.
- Collaborate with community agencies regarding defendants' attendance, progress and compliance with court ordered conditions and treatment programming and intervene as necessary to ensure compliance.
- Evaluate need for testing for drug and alcohol use as directed by the court and ensure defendants' compliance as necessary.
- Administer urinalysis collection and perform preliminary testing of urine samples.
- Administer breathalyzer tests and evaluate results to determine defendant's sobriety.
- Determine need to arrest defendant and apply appropriate legal requirements for the type of arrest, i.e., with or without warrant as statutory peace officers.
- Evaluate probability of violence and arrange adequate number of personnel, restraining devices including weapons, necessary to effect the arrest with minimum danger to all involved. Coordinate with other agencies if appropriate.
- Intervene as required using crisis intervention methods to alleviate stress and conflict and enable defendants to function in the community setting.
- Mediate conflicts between victims and/or other individuals and the defendant, determine appropriate action to be taken and implement decisions.
- Assist defendants through use of various counseling techniques to make appropriate choices regarding employment, education, accommodation, finances, treatment, restitution, community work service and personal relationships.
- Transport defendants between sites of arrest and institutions, to home visits, field checks and treatment providers when required.
- Understand and apply rural reporting requirements for remote caseload.
- Establish community contact in rural area and make regular communication to assist in supervision of defendants.
- When in the field, if appropriate, respond to calls from law enforcement agencies actively dealing with defendants. Response could include but is not limited to response to a crime scene, defendant's residence, police department, correctional center, probation office, etc. Action taken upon response will be dependent on the defendant's behavior, but could include arrest for conditions of release violations, probation/parole violations, search, collection of urinalyses, collection of breath samples, transport, or imposition of alternative sanctions or reporting instructions.
- Work in close conjunction with local and state law enforcement to support and provide information to facilitate criminal investigations.
- Report evidence of new criminal activity to the appropriate law enforcement agency.
- Report potential harm of children to the Offices of Children Services (OCS) when appropriate.
- Supervise and monitor with or without the assistance of a Criminal Justice Technician, defendants assigned to various non-active supervision caseloads, such as absconders.

Functional Area Title: Case Management		
E/M	% of Time	Duty Statement
E	20 %	• Document case management decisions regarding defendant's compliance, place of residence, place of employment or education, social contacts, reporting requirements, need for in/outpatient treatment programs, requirements to submit to urinalysis and/or breathalyzer tests to determine substance abuse. • Document case management decisions regarding appropriate recommendations for incarceration or release and/or release conditions at bail hearings, necessity for arrest without a warrant due to defendant's immediate danger to the community or likeliness of defendant fleeing the jurisdiction. • POs provide clarification of legal documents, along with clarification of policy and procedure, and standard operating procedures. • Document all contacts with defendants including writing periodic in-depth case plan/summaries. • Pursue and analyze progress reports from treatment providers. Take action as appropriate. • Document all contacts with support service providers, families, treatment agencies, protective services, law enforcement, victims, attorneys, parole board and courts. • Document and maintain current submission of defendant specific bail conditions, officer safety advisements and other Alaska Public Safety Information Network (APSIN) entries. • Investigate all reports of defendant's non-compliance with conditions of release/supervision. • Evaluate and respond as appropriate to any findings of non-compliance, to include verbal and written warnings, decision to revoke release and/or arrest immediately. • Assess defendant's progress under supervision and appropriately prepare/transition defendant for change in legal status. • Review case files to verify correct supervision termination date and defendant's compliance with all requirements and correct any error or deficiencies. This requires knowledge of the DOC time accounting rules, Alaska Statutes, and case law.

Functional Area Title: Pretrial Assessments, Remands, and Revocation		
E/M	% of Time	Duty Statement
E	20 %	• Complete pretrial risk assessments as assigned. All defendants require a pretrial risk assessment to be completed prior to initial arraignment. This is a top priority task for the entire pretrial team on a daily basis. Officers must complete the assessments in a timely and accurate manner. • Attend necessary training and coaching related to risk assessment completion and ensure a high degree of proficiency, accuracy, and timeliness. • Complete court recommendations following risk assessment. Court recommendations should include release recommendations as well as possible conditions for release. • These duties may require a schedule rotation, an evening/holiday/weekend rotation as well as standby status. • Pretrial operations run 365 days a year and staff work with their unit and team to ensure workload is covered.

- Supervise defendants on pretrial release at various levels of intensity, depending upon the risk assessment, policies and procedures, orders from the court, and other available information.
- At times officers must exercise discretion to ensure the best possible decision and public safety. PO I must consult with PO II and IIIs in most circumstances.
- Investigate all reports of defendant non-compliance with release conditions and restrictions. Determine necessity to remand or revoke release.
- Evaluate severity of the violation to determine action required, i.e., documented warning/reprimand, summons or arrest warrant from the Alaska Court System or arrest without warrant when conditions dictate.
- Conduct arrest of the defendant if deemed necessary to protect the public or themselves.
- Initiate preparation of necessary documents to obtain a warrant or a summons and submit the filing to the appropriate court.
- If requested, serve defendants, oftentimes in a correctional facility, with necessary legal documents and explain legal rights in court proceedings.
- If requested, prepare reports, letter updates or EM time affidavits for use by the court in a timely manner to include recommendations for disposition.
- Present case against defendant before the court. Act as a legal representative of the state in an adversarial setting. This includes but not limited to:
 - Gathering facts concerning alleged violation
 - Presenting the facts
 - Question and cross examine
 - Subpoena witnesses
- Take appropriate action as ordered by the courts.
- Communicate with District Attorney's Office to prepare for Grand Jury testimony and/or contested hearings. Provide evidence used to support Probable Cause (PC) statements in the Violating Conditions of Release (VCOR) complaints.
- Testify before the court as a witness to a release condition violation and/or other new crimes.
- Communicate with District Attorney's Office to develop recommendations for a bail hearing and/or disposition. Be present at bail reviews and disposition hearings and if requested, provide comments and oral updates.

Functional Area Title: Use of Force and Other Training and Certification Requirements

E/M	% of Time	Duty Statement
E	10 %	• Participate in and qualify on weapons as offered by the DOC to obtain and maintain proficiency in the use of firearms. • Maintain knowledge regarding the use of weapons to effect an arrest and provide protection of self and others in threatening circumstances. • Participate in courses offered by the DOC to obtain and maintain proficiency in lower levels of use of force, to include O.C. spray, taser, and baton. • Participate in training for judgmental shooting as offered by the DOC. • Attend weapons qualification courses, including handgun manipulation and judgmental shooting, as required by DOC. • Obtain and maintain proficiency in the use of firearms and have a full exposure to the requirements of qualification. • Maintain knowledge and qualification/certification regarding the use of weapons (e.g., soft hand, OC spray, hard hand, baton, taser, handgun) and use of force policies and procedures to effect arrests and provide protection of self and others in threatening circumstances.

- Participate in training on arrest procedures.
- Participate in training on restraint applications, defensive tactics, and self-protection to maintain proficiency.
- Participate in CPR training to develop and maintain proficiency.
- Participate in training for radio communications in order to develop and maintain proficiency.
- Participate in verbal skills training and certification.
- Participate in pretrial/probation/parole related training to include pretrial risk assessment, report writing, case management, motivational interviewing, evidence-based practices, and other related courses.
- Participate in training to learn and maintain proficiency in the APSIN procedures.
- Conduct field visits with officers, with the assigned supervisor, as part of field training program and routine field visits.
- Obtain and maintain all training and certification necessary to perform the essential job functions and to provide appropriate levels of security and safety for self and others.

Functional Area Title: Standby / Schedule Coverage / Shift Work

E/M	% of Time	Duty Statement
E	10 %	POs are required to provide services to the State of Alaska, 365 days a year, including holidays and weekends. Staff must adjust schedules to accommodate coverage for duties. This may mean rotating coverage hours, standby hours, assignment to shifts, and flexible schedules to ensure coverage for evening report hours. Staff work as a team to identify the best possible strategies for the coverage of necessary duties. Officers may be required to complete standby, afterhours, holiday or weekend work, including but not limited to the following tasks: • Serve as a point of contact for law enforcement agencies, court, district attorney's and municipal prosecutor's offices, correctional facilities, other probation/parole staff, treatment providers, and others. • Investigate law enforcement agency contacts with defendants to determine the need for arrest. • Document and take appropriate action regarding defendant's behavior. • Respond immediately, at any time of the day or night, in order to investigate potential violations, assess defendant's behavior and to protect the public. • Respond to the need for arrest and searches as allowed by law. • Transport defendants to other settings for criminal justice matters. • Complete necessary assessments, reports, affidavits, and documentation associated with defendant's conditional release and bail hearings. • Respond to electronic monitoring alerts and address all concerns. Work with team to ensure all workload is covered and public safety is prioritized.

Functional Area Title: Electronic Monitoring and Defendant Supervision

E/M	% of Time	Duty Statement
E	10 %	• POs may be required to install electronic monitoring (EM) devices on defendants. • Officers must be trained and understand proper application of EM. • Officers must be able to set up device parameters in the appropriate database.

- Officers must ensure compliance with policy and procedure as well as electronic monitoring specifications and court orders.
- Officers must utilize and manage EM software applications and document all interactions and significant events.
- Officers will provide standby or afterhours coverage for EM functions.
- Defendant supervision/monitoring involves following up with defendants to ensure they are aware of and attend scheduled court hearings.
- Officers will ensure defendants are in communication with pretrial and their whereabouts are known.
- Officers work with law enforcement and other agencies to ensure proper and appropriate response to EM, high priority alerts and other defendant related matters.

Functional Area Title: Other Duties as Assigned

E/M	% of Time	Duty Statement
E	5 %	• Respond to request to participate in special assignments and projects. • Participate in training for pretrial/probation/parole and correctional officer academies. • Participate in recruitment, i.e., job fairs, and/or other state or municipal functions to promote hiring within the DOC. • Complete special incident reports and submit through management regarding incidents that might be publicized or meet requirements of policy and procedure. • Other duties as assigned.

Percentage Total: 100%

Current Position Information	Last Full PD	Position History	Printer friendly Version	Return to the Home Page
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Position Control Information	Duties	Other Work Detail	Work Demands	Supervisory Authority	Department Request and Certification	Staffing Chart & Attachments	Analysis
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Class Title:

Go to:

Pretrial Services Officer 2 ▼

Position Control Number (PCN): 206119

3. Other Work Details

3.1. List the computer software and hardware used to perform the duties described. Estimate how often each is used (e.g. daily, 2-3 times a week, 1-2 times a month, etc.).

Microsoft Office Suite (Word, Excel, etc) (daily); Microsoft Outlook (daily), Offender Tracking System (OTIS) (daily), Alaska Public Safety Information Network (APSIN) (2-3 days per week); Internet (daily).

Computer with hard drive (daily use); Laptop (1-2 times per month)

3.2. List the equipment and materials used to perform the duties described, including machinery, tools, instruments, vehicles, etc. Estimate how often each is used (e.g. daily, 2-3 times a week, 1-2 times a month, etc.).

Automobile (daily), firearm(s) (1-2 month), handcuffs (as needed), OC spray (as needed), Electronic Immobilizing Device (as needed), 2-way radios (as needed), portable breath machine (as needed), PC/LAN/e-mail system (daily), Word (daily), copier (daily), fax machine (daily), telephone both landline and cellular (as needed).

3.3. List the guides and references regularly used to perform the duties described. Examples include federal and state laws and regulations, professional standards, building codes, trade practices, contracts, and policy and procedure manuals. Explain how and why these guides and references are used. Estimate how often each is used (e.g. daily, 2-3 times a week, 1-2 times a month, etc.).

Alaska Statutes (particularly Titles 11, 12, 17, 28 and 33) to verify authority of the position in statute and identify criminal and traffic laws and other articulation of duties; Alaska Administrative Code (particularly Title 7) (authority of the position); Probation Manual (further training in the position); Department of Corrections Policy & Procedure Manual (to identify proper action of duties); Union Contract (ASEA-GGU); Personnel Rules; Supreme Court/Appeals Court Case Law; American Correctional Association Standards for Probation/Parole; American Bar Association Standards for Pre-sentence Investigation Reports, Alaska Parole Board Training Manual.

3.4. Describe the level of authority and independence the incumbent of the position exercises. List the actions the incumbent takes or the decisions the incumbent makes on a regular basis without obtaining prior approval from a higher level employee. For example, explain how the position has the authority to commit the organization, or any parts thereof, to a course of action.

Officers complete assessments, make recommendations, and supervise offenders in the community. Officers operate with a discretion however, Pretrial Officers I are learning the job and are required to collaborate with peers and supervisors while learning the job.

3.5. Describe the nature of the contacts the incumbent has with other people in order to perform the duties described. Include who is contacted, the reason for the contact, and how often the contact is made.

There is continuous stress produced from the knowledge that the felony probation/parole clients we deal with on a daily basis are dangerous and may be armed, mentally impaired or under the influence of drugs and alcohol, thereby making them unpredictable. Probation/Parole Officer make daily field/residence, work contacts as well as office contacts with individuals convicted of a variety of felony offenses. Contact is made continuously while an individual is on probation/parole at least monthly and sometimes more often. This position will attend Court, meet with outside agencies in the community, and participate in inter-agency meetings. Stress is brought on from meeting time deadlines set by the Court, administrators and other agencies. Must meet mental and physical requirements of Alaska Police Standards Council.

3.6. Describe the consequence of an error made by a prudent employee in the performance of the essential functions assigned to the position. What is the consequence of that error to individuals, operations, and programs?

Employees within the Department of Corrections are subject to progressive discipline. To include written and verbal instructions or reprimands, suspension with or without pay, and/or termination. Consequences to an offender could be an unjustified arrest and/or incarceration. Public safety could be jeopardized and legal liability to the State of Alaska exists as a consequence of an error made. Critical errors could result in physical injury or death to officers or offenders.

3.7. List critical requirements of the position not previously described (e.g., skills in keyboarding, writing, negotiating, communications, etc.).

Be able to complete Alaska Police Standards Certification which requires use of both physical and mental stamina. Be able to use common sense in felony arrest and search situation for self and subordinate staff. Be able to produce written documents for the Superior court and Parole board knowing that recommendation have a direct impact on public safety. Probation Officers are required to obtain and maintain certification in CPR and First Aide to include the operation of an Automated External Defibrillator. Furthermore, they are required to maintain self defense training, with the use of less than lethal measures including O.C. spray and batons.

3.8. List licenses, certifications, registrations, physical or other standards required by state or

federal law or regulation to perform the duties described. Cite the specific authority (e.g. law or regulation, such as the OSHA Bloodborne Pathogens Act).

Alaska Police Standards Council as required by 13 AAC 85.210, 13 AAC 85.220 and 13 AAC 85.230. Valid Alaska driver's license.

[Current Position Information](#)[Last Full PD](#)[Position History](#)[Printer friendly Version](#)[Return to the Home Page](#)[Position Control Information](#)[Duties](#)[Other Work Detail](#)[Work Demands](#)[Supervisory Authority](#)[Department Request and Certification](#)[Staffing Chart & Attachments](#)[Analysis](#)

Class Title:

Go to:

**Position Control
Number (PCN):**

206119

Pretrial Services Officer 2 ▼

4. Work Demands

The following identifies some of the physical and mental demands and potential hazards typically encountered by this position. These are job demands which can be ***reasonably anticipated and are an expectation of the job.***

Keeping in mind the essential functional areas and duty statements described in section 2, select the rating that best matches the requirement of this position according to the following descriptions:

Rating

Description

Not Required (N):

Not required of this position.

Present (P):

Requirement **is** present, but **is not** essential to the position. (For example, a receptionist may encounter aggressive or angry people, but this is not an essential assignment.)

Occasional (O):

Required 33 percent of the time or less **and** essential to the position. (For example, a lifeguard swims only occasionally, but it is essential that a lifeguard be able to swim; a correctional officer must control aggressive/angry people who are life threatening.)

Frequent (F):

Required over 33 percent of the time **and** essential to the position.

Items checked below must be consistent with the duty statements listed in section 2.

4.1 Physical Requirements

Title	Rating			
	N	P	O	F
Sitting				F
Walking				F
Standing				F
Running			O	
Jumping			O	
Bending or twisting				F
Squatting or kneeling				F
Crawling		P		

Reaching above shoulder level				F
Reaching below shoulder level				F
Ascending or descending using a ladder or other conveyance			O	
Climbing stairs			O	
Driving cars, light duty trucks				F
Driving heavy duty vehicles	N			
Using floor mounted foot controls to operate equipment (e.g., not driving a car)		P		
Repetitive motion of hands/fingers (e.g., keyboarding, turning pages)				F
Fine manipulation with fingers				F
Pinching with fingers				F
Grasping with hand, gripping				F
Load, unload, aim, and fire handguns, shotguns or other firearms			O	
Lifting/carrying up to 25 pounds			O	
Lifting/carrying 26-50 pounds			O	
Lifting/carrying more than 50 pounds			O	
Pushing/pulling up to 25 pounds			O	
Pushing/pulling 26-50 pounds			O	
Pushing/pulling more than 50 pounds			O	
Balancing on moving surfaces		P		
Balancing on narrow surfaces		P		
Balancing on slippery surfaces		P		
Balancing on uneven surfaces		P		
Restraining/grappling with people in a public protection environment			O	
Seeing objects at a distance				F
Seeing objects peripherally				F
Using depth perception				F
Seeing close work (e.g., typed print)				F
Distinguishing colors				F
Hearing conversations or sounds				F
Hearing via radio or telephone				F
Communicating through speech				F
Communicating by writing/reading				F
Distinguishing odors by smell				F
Distinguishing tastes	N			

4.2 Work Environment

Title	Rating			
	N	P	O	F
Work in/exposure to inclement weather			O	
Work in/exposure to cold water	N			
Work/live in remote field sites		P		

Work in confined areas (under desks, in heating vents, etc.)		P		
Exposure to dust, chemicals, or fumes		P		
Exposure to hazardous equipment (e.g., guns, chainsaws, explosives)			O	
Exposure to electrical current (not outlets)	N			
Swimming/scuba diving	N			
Work at heights up to 25 feet (e.g., towers, poles)	N			
Work at heights over 25 feet (e.g., towers, poles)	N			
Work in urban or highway traffic (other than driving)		P		
Work around moving machinery or mobile equipment		P		
Work around moving mechanical parts	N			
Work on and off moving equipment	N			
Work on slippery or uneven surfaces			O	
Work/travel in boat/small aircraft/helicopters			O	
Exposure to high noise levels			O	
Exposure to infection, germs, or contagious diseases (e.g., hospital, lab, clinic, etc.)				F
Exposure to blood, body fluid, or materials potentially contaminated by blood or body fluids (e.g., hospital, lab, clinic, public protection environment)				F
Exposure to needles or sharp implements (e.g., hospital, kitchens)			O	
Use of hot equipment (e.g., kitchen ovens, lab equipment)	N			
Exposure to wild/dangerous animals			O	
Exposure to insect bites or stings			O	
Exposure to aggressive/angry people in a public protection environment				F

4.3 Other Work Demands

Title	Rating			
	N	P	O	F
There are no other work demands.				

4.4. Explain any special physical, mental, or behavioral requirements of the position that have not already been addressed.

There is continuous stress produced from the knowledge that the clients we deal with on a daily basis are dangerous and may be armed, mentally impaired or under the influence of drugs and alcohol, thereby making them unpredictable. Also stress brought on from meeting time deadlines set by the Court, administrators and other agencies. Must meet mental and physical requirements of Alaska Police Standards Council.

ADULT PROBATION OFFICER I/II ESSENTIAL FUNCTIONS

The incumbent must be able to perform **ALL** of the essential functions listed below:

- ❑ Probation Officers are required to interact with the prisoners in a wide variety of situations, often in circumstances in which the prisoners significantly outnumber the Officers. Prisoners may be hostile, and verbally and/or physically aggressive. Is this employee able to work under these mentally and physically challenging conditions and to react quickly and appropriately to emergencies affecting the safety and security of staff and prisoners?
- ❑ Able physically to respond immediately to an emergency and to apply the full range of restraints and force as described in the Department's use of force policy. (See attached)
- ❑ Able to observe prisoners through audio, visual and video monitoring to check for unusual or abnormal activity, to ensure the physical safety of prisoners, staff and public. Able to observe and respond to obvious and subtle changes in prisoner conversation or behavior that might be inappropriate or indicate the potential for trouble.
- ❑ Able to observe and recognize specific persons, vehicles, evidence, and/or property.
- ❑ Able to monitor radio transmissions between staff in order to respond immediately to directions and to emergencies and to call for backup as needed.
- ❑ Able to conduct field audits of probationer/parolee residence, place of work, and vehicles.
- ❑ Able to travel to offenders' living and working environments by a variety of transportation modes, including operating standard passenger vehicles.
- ❑ Able to comply with and enforce security procedures for keys, equipment and supplies.
- ❑ Able to assist in apprehension and return of parole and probation violators to custody.
- ❑ Able to conduct research using the database systems (e.g. MIS and APSIN) for compiling and completing pre-sentence reports, parole reports, verifying prior records, etc.
- ❑ Able to explain rules and procedures of the facility to individual prisoner or groups of prisoners so that they understand expectations and consequences.
- ❑ Able to remain stable and calm and make mature judgments under conditions of severe stress or danger.
- ❑ Able to enforce institutional rules and SOPs. Report infractions orally or in writing, confront prisoners who violate rules or SOPs, initiate segregation or disciplinary procedures, and perform enforcement activities in compliance with Department policies.
- ❑ Able to investigate cases of alleged parole or probation violation, compile and evaluate evidence, and apprehend violators for return to custody.
- ❑ Able to participate in crisis intervention.

- ☐ Able to apply the appropriate level of force in accordance with Department policies, ranging from verbal warnings and physical presence through use of chemical spray, physical restraints and in extreme cases, deadly force.
- ☐ Able to read, understand and enforce regulations, policies, procedures, post orders, court orders, etc.
- ☐ Able to provide information concerning prisoners via telephone and in-person to relatives, attorneys, probation officers, law enforcement agencies, etc. Direct requests for information to other staff as necessary.
- ☐ Able to prepare written incident and other required reports. Prepare forms and paperwork completely and accurately. Access and input information into computer systems.
- ☐ Able to use a personal computer to create, input data and retrieve reports or documents.
- ☐ Able to perform searches of persons, buildings, and vehicles.
- ☐ In medical emergencies, able to provide first aid to staff and prisoners until medical assistance arrives; administer CPR; respond to incidents such as prisoner suicide attempts, deaths.
- ☐ Able to extinguish or help extinguish fires and/or evacuate personnel; don emergency breathing apparatus to enter smoke filled rooms to retrieve or rescue potential victims.
- ☐ Able to respond to prisoner disturbances, such as fights, escape attempts, hostage situations, or riots; assess critical factors, notify appropriate personnel, intervene as necessary to apply appropriate level of force.
- ☐ Able to evacuate prisoners or groups of prisoners from area or facility during an emergency while maintaining security.

The following identifies the physical demands and potential hazards typically encountered by this position.

Please mark the boxes of the physical demands and potential hazards that the incumbent is able to perform or encounter over 33% of the time on the job.

- ☐ Walking
- ☐ Standing
- ☐ Bending or twisting
- ☐ Squatting or kneeling
- ☐ Reaching above shoulder level
- ☐ Climbing (e.g., ladders), stairs
- ☐ Driving cars, light duty trucks
- ☐ Repetitive motion of hands/fingers
- ☐ Grasping with hand, gripping
- ☐ Lifting carrying 10-25 pounds
- ☐ Lifting/carrying 26-50 pounds
- ☐ Pushing/Pulling
- ☐ Exposure to infection, germs, or contagious diseases

- ☐ Exposure to blood, body fluid, or materials potentially contaminated by blood or body fluids
- ☐ Seeing objects at a distance
- ☐ Seeing objects peripherally
- ☐ Seeing close work
- ☐ Distinguishing colors
- ☐ Hearing conversations or sounds
- ☐ Hearing via radio or telephone
- ☐ Communication through speech
- ☐ Communicating by writing/reading
- ☐ Distinguishing smells
- ☐ Exposure to aggressive/angry people
- ☐ Restraining/grappling with people

Please mark the boxes of the physical demands and potential hazards that the incumbent can perform or encounter up to 33% of the time on the job.

- ☐ Sitting
- ☐ Running
- ☐ Lifting/carrying more than 50 pounds
- ☐ Work in/exposure to inclement weather
- ☐ Work in/exposure to cold water
- ☐ Exposure to dust, chemicals or fumes
- ☐ Use of hazardous equipment
- ☐ Work at heights
- ☐ Exposure to needles or sharp implements

If the incumbent is limited by a physical condition or illness from performing the full range of essential functions listed above, please attach a full description addressing the nature of the limitation on performance of the function so that the Department may determine if the employee could, with reasonable accommodation, perform the essential function.

Physician's Signature

Physician's Name Printed

Date

Class Title:

Go to:

Position Control Number (PCN): 207650

Correctional Officer II ▼

2. Duties

2.1. In one or two sentences, state the main purpose of the position.

Maintain security and control of prisoners and facility; respond to emergency situations to maintain or regain safety and security. Protect the public by implementing the Department of Corrections mission to provide secure confinement, reformative programs and a process of supervised community reintegration to enhance the safety of our communities.

2.2. Starting from the most to the least important, list the functional areas assigned to the position. Within each functional area, describe the duty statement associated; estimate the percentage of time spent performing the duties; and define each area as essential (E) or Marginal (M).

Functional Area Title: Working Conditions		
E/M	% of Time	Duty Statement
E	0 %	Work is performed in 24-hour facilities. Incumbents will work shifts based on the needs of the facility. Correctional facilities are secure institutions. Incumbents must be able to work in confined, often physically restricted areas. Correctional Officers are required to interact with the prisoners in a wide variety of situations, often in circumstances in which the prisoners significantly outnumber the Officers. Prisoners may be hostile, verbally and physically aggressive. Correctional Officers must be able to work under these mentally and physically challenging conditions and to react quickly and appropriately to emergencies affecting the safety and security of staff and prisoners Correctional officers must be able physically to respond immediately to an emergency and to apply the full range of restraints and force as described in the Department's use of force policy.

Functional Area Title: Security: Maintain safety and security of prisoners and facility		

E/M	% of Time	Duty Statement
E	50 %	Physically patrol and visually inspect units, yards, buildings, prisoner cells, prisoners, prisoner property. and clothing, etc., to ensure safety and security. Maintain visual surveillance from an observation tower or rover vehicle. Perform inspections and searches of physical premises and cells, checking for compliance with regulations and for contraband, investigating and reporting unusual circumstances. Conduct pat searches of prisoners and visitors. Observe prisoners through audio, visual and video monitoring to check for unusual or abnormal activity, to ensure the physical safety of prisoners, staff and public. Observe and respond to obvious and subtle changes in prisoner conversation or behavior that might be inappropriate or indicate the potential for trouble. Monitor radio transmissions between staff in order to respond immediately to directions and to emergencies, and to call for backup as needed. Escort and provide security for visitors. Comply with and enforce security procedures for keys, equipment and supplies. Operate control room, controlling gates, cameras, doors, alarms, monitor video terminals; operate control panels by responding to audio and visual cues and requests.

Functional Area Title: Prisoner Management		
E/M	% of Time	Duty Statement
E	30 %	Receive prisoners into custody, conduct personal body searches. Make initial assessment of prisoners for medical, safety and security reasons. Explain rules and procedures of the facility to individual prisoner or groups of prisoners so that they understand expectations and consequences. Supervise prisoners to maintain general order in daily activities, work details, programming. Monitor phone activity, mail, hygiene, etc. Enforce institutional rules and SOPs. Report infractions orally or in writing, confront prisoners who violate rules or SOPs, initiate segregation or disciplinary procedures, and perform enforcement activities in compliance with Department policies. Function as Prisoner Hearing Advisor at Disciplinary and/or Classification Hearing to ensure that prisoners` rights and welfare are safeguarded. Apply the appropriate level of force in accordance with Department policies, ranging from verbal warnings and physical presence through use of chemical spray, physical restraints and in extreme cases, deadly force. Control and direct prisoner movement, individually or in groups, to and from various areas and activities within the facility, use appropriate restraints such as handcuffs and leg irons. Obtain and deliver meal trays, clothing, bedding supplies to prisoners as necessary. Collect and document random and routine urine samples for testing. Perform head counts of prisoners; verify identification.

Functional Area Title: Administration and Records Management		
E/M	% of Time	Duty Statement
E	18 %	Collect, inventory, store, file, track and maintain prisoner personal property and information. Process prisoner photographs and fingerprints; enter incoming prisoner into the ACOMS system. Maintain accurate movement sheet of incoming and outgoing prisoners. Read, understand and enforce regulations, policies, procedures, post orders, court orders, etc. Provide information concerning prisoners via telephone and in-person to relatives, attorneys, probation officers, law enforcement agencies, etc. Direct requests for information to other staff as necessary. Prepare written incident and other required reports. Prepare forms and paperwork completely and accurately. Access and input information into computer systems. Admit and release prisoners in accordance with standard operation procedures and court orders; prepare necessary paper and computer documentation. Distribute inmate funds and gate monies due upon release. Uses personal computer to create, input data and retrieve reports or documents.

Functional Area Title: Emergency Response		
E/M	% of Time	Duty Statement
E	1 %	In medical emergencies, provide first aid to staff and prisoners until medical assistance arrives; administer CPR; respond to incidents such as prisoner suicide attempts, deaths. Extinguish or help extinguish fires and/or evacuate personnel; don emergency breathing apparatus to enter smoke filled rooms to retrieve or rescue potential victims. Respond to prisoner disturbances, such as fights, escape attempts, hostage situations, or riots, assess critical factors, notify appropriate personnel, intervene as necessary to apply appropriate level of force. Stabilize and provide backup in emergency situations for the protection of the public, staff and prisoners in situations such as aggressive behavior, fights, riots or other disruptive behavior, escape attempts, fires, accidents and medical emergencies. Utilize emergency respirator equipment to include gas masks and air supplying respirators. Be exposed to Oleoresin Capsicum (O.C.) and other chemical agents. Be exposed to EID and other electronic immobilization devices. Evacuate prisoners or groups of prisoners from area or facility during an emergency while maintaining security.

Functional Area Title: Special Assignments (When Applicable)

E/M	% of Time	Duty Statement
M	1 %	Individual employees or positions may be responsible for special assignments based on the qualifications of the individual and the needs of the facility. Disciplinary Hearing Officer: Review and numerically log incoming incident reports; prepare and duplicate necessary documents to distribute to the prisoner and hearing advisor; provide timely advance notice to prisoner, disciplinary advisor, any witnesses and report writers; ensure appropriate evidence is available for the hearing. Notify and coordinate with the District Attorney if incident is referred for prosecution. Conduct fair and impartial hearings to determine innocence or guilt regarding rule infractions charged; impose appropriate punitive sanction in accordance with existing statutes and administrative codes. Complete all necessary follow-up administrative functions after the hearing ensuring the appropriate disposition of evidence and hearing tapes, duplication of and distribution of final disciplinary hearing document packets and processing of requests for continuance and appropriate appeals to ensure time requirements are met. Prisoner Transportation Officer: Transport prisoners to and from facility to authorized destinations using Department vehicles and commercial airlines, providing direct prisoner supervision (armed or unarmed) to ensure safety and security of prisoners, staff and public. Escort individual prisoners or small groups to and from a location outside the facility, ensuring direct supervision is maintained when prisoners are removed from the housing unit. Prepare equipment and vehicle for transport of prisoners to and from other locations. Properly apply appropriate restraints such as handcuffs, leg irons, or other restraints for transportation. Coordinate with Central Prisoner Transport Unit, Judicial Services, Alaska State Troopers, the Anchorage Police Department and other agencies as required for transporting prisoners. Maintain firearm qualification. Carry and be prepared to use firearms in accordance with Department policies on the use of force. Maintain firearms and equipment to ensure they are clean and operational at all times. Note: Assignment and performance of a Prisoner Transport Officer require a special commission.

Percentage Total: 100%

Current Position Information	Last Full PD	Position History	Printer friendly Version	Return to the Home Page
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Position Control Information	Duties	Other Work Detail	Work Demands	Supervisory Authority	Department Request and Certification	Staffing Chart & Attachments	Analysis
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Class Title:

Go to:

Position Control Number (PCN): 207650

Correctional Officer II ▼

3. Other Work Details

3.1. List the computer software and hardware used to perform the duties described. Estimate how often each is used (e.g. daily, 2-3 times a week, 1-2 times a month, etc.).

Computer with Microsoft Operating System, monitor, keyboard and mouse - (Daily)
Printer and scanner - (Daily)
Alaska Corrections Offender Management System (ACOMS) - (Daily)

Alaska Public Safety Information Network (APSIN) - (Daily)
NCIC - (Daily)
Microsoft Office Software Suite (Access, Excel, Word, Outlook, Power Point) - (Daily)
Electronic Monitoring Program (BI) - (Daily)
Audio/Video Recording/Copying - (1-2 times a week)

3.2. List the equipment and materials used to perform the duties described, including machinery, tools, instruments, vehicles, etc. Estimate how often each is used (e.g. daily, 2-3 times a week, 1-2 times a month, etc.).

Two Way Radio Transmission and Receiving Equipment - (Daily)
Electronic and Mechanical Locking Devices,Keys and locks - (Daily)
Hard and Soft Restraints - (Daily)
Photo-copy Machine - (Daily)
Sedan or Pickup - (Daily)
Calculator - (Daily)
Telephone - (Daily)

Fingerprint Equipment both computerized and manual - (Daily)
Audio/Video Recording Equipment - (1-2 times a month)
Use of Force Equipment - (1-2 times a month)
Firearms - (1-2 times a year)

Non-lethal use of force equipment (taser and Oleoresin Capsicum (OC) dispenser - (1-2 times a month)
Computer with Microsoft Operating System, monitor, keyboard and mouse (Daily)

3.3. List the guides and references regularly used to perform the duties described. Examples include federal and state laws and regulations, professional standards, building codes, trade practices, contracts, and policy and procedure manuals. Explain how and why these guides and references are used. Estimate how often each is used (e.g. daily, 2-3 times a week, 1-2 times a month, etc.).

Department of Corrections Policies and Procedures (P&P) - (Daily)

Institutional Standard Operating Procedures (SOP) - (Daily)

Post Orders - (Daily)

Prisoner Handbook - (Daily)

Alaska Statutes and Administrative Codes(1-2 times a week)

Emergency Manuals - (1-2 times a week)

Classification and Time Accounting Manuals - (1-2 times a week)

Administrative Regulations - (1-2 times a week)

NCIC/APSIN Manual - (1-2 times a week)

3.4. Describe the level of authority and independence the incumbent of the position exercises. List the actions the incumbent takes or the decisions the incumbent makes on a regular basis without obtaining prior approval from a higher level employee. For example, explain how the position has the authority to commit the organization, or any parts thereof, to a course of action.

Incumbent makes initial decisions regarding prisoner living conditions, daily cleanliness inspections, searches, and counts. Counsels prisoners when appropriate regarding housing issues, personal cleanliness, in-house social issues and work assignments. Hires, trains and supervises prisoner workers in an assigned area. Reports housing and security issues, as well as emergency situations to the supervisor when necessary. Makes recommendations to supervisor regarding prisoners and assigned areas under his or her control.

3.5. Describe the nature of the contacts the incumbent has with other people in order to perform the duties described. Include who is contacted, the reason for the contact, and how often the contact is made.

The position has a wide variety of obligations to contact/notify organizations and individuals during the course of the day - by personal contact, telephone, fax, and email. Persons contacted include, but are not limited to, Alaska State Troopers, Local police departments, Court System, Judicial System, Department of Corrections Transportation, Department of Corrections Training, US Marshalls, Immigration Services, Probation, and Electronic Monitoring. Reasons for the contact encompass a wide variety of inmate transportation, incarceration, and sentencing/release reasons. These contacts are made daily.

3.6. Describe the consequence of an error made by a prudent employee in the performance of the essential functions assigned to the position. What is the consequence of that error to individuals, operations, and programs?

Mistakes made by correctional officers during routine operations, an emergency, or a high stress situation can result in far reaching consequences for the facility and the department. Errors made can result in

injury or loss of life for staff and prisoners, as well as destruction of property. Errors can also result in escapes, endangering the general public and law enforcement.

3.7. List critical requirements of the position not previously described (e.g., skills in keyboarding, writing, negotiating, communications, etc.).

Ability to write clear and concise reports. Ability to communicate clear, direct and understandable instructions to prisoners. Ability to converse in such a manner as to encourage prisoner compliance with institutional rules and elicit responses that enable the officer to accurately assess various situations and prisoner intentions and moods Ability to respond to emergencies throughout the facility upon demand. Ability to exercise force in accordance with policy and procedure. Ability to work cooperatively with others under physically and mentally stressful situations. Computer skills and a willingness to learn new computer programs are important, along with the ability to work with digital camera equipment, recording devices and fingerprinting equipment.

3.8. List licenses, certifications, registrations, physical or other standards required by state or federal law or regulation to perform the duties described. Cite the specific authority (e.g. law or regulation, such as the OSHA Bloodborne Pathogens Act).

CPR Training- Department of Corrections/OSHA

Bloodborne Pathogens Training - Department of Corrections/OSHA

Breathing Apparatus Fit Testing/OSHA

Firearms Training - Department of Corrections

APSC Peace Officer Certification

Alaska Drivers License

[Current Position Information](#)[Last Full PD](#)[Position History](#)[Printer friendly Version](#)[Return to the Home Page](#)[Position Control Information](#)[Duties](#)[Other Work Detail](#)[Work Demands](#)[Supervisory Authority](#)[Department Request and Certification](#)[Staffing Chart & Attachments](#)[Analysis](#)

Class Title:

Go to:

**Position Control
Number (PCN):****207650**

Correctional Officer II ▼

4. Work Demands

The following identifies some of the physical and mental demands and potential hazards typically encountered by this position. These are job demands which can be ***reasonably anticipated and are an expectation of the job.***

Keeping in mind the essential functional areas and duty statements described in section 2, select the rating that best matches the requirement of this position according to the following descriptions:

Rating**Description****Not Required (N):****Not required** of this position.**Present (P):**Requirement **is** present, but **is not** essential to the position. (For example, a receptionist may encounter aggressive or angry people, but this is not an essential assignment.)**Occasional (O):**Required 33 percent of the time or less **and** essential to the position. (For example, a lifeguard swims only occasionally, but it is essential that a lifeguard be able to swim; a correctional officer must control aggressive/angry people who are life threatening.)**Frequent (F):**Required over 33 percent of the time **and** essential to the position.

Items checked below must be consistent with the duty statements listed in section 2.

4.1 Physical Requirements

Title	Rating			
	N	P	O	F
Sitting				F
Walking				F
Standing				F
Running			O	
Jumping		P		
Bending or twisting				F
Squatting or kneeling				F
Crawling		P		

Reaching above shoulder level				F
Reaching below shoulder level				F
Ascending or descending using a ladder or other conveyance		P		
Climbing stairs				F
Driving cars, light duty trucks				F
Driving heavy duty vehicles	N			
Using floor mounted foot controls to operate equipment (e.g., not driving a car)	N			
Repetitive motion of hands/fingers (e.g., keyboarding, turning pages)				F
Fine manipulation with fingers				F
Pinching with fingers			O	
Grasping with hand, gripping				F
Load, unload, aim, and fire handguns, shotguns or other firearms				F
Lifting/carrying up to 25 pounds				F
Lifting/carrying 26-50 pounds				F
Lifting/carrying more than 50 pounds			O	
Pushing/pulling up to 25 pounds				F
Pushing/pulling 26-50 pounds				F
Pushing/pulling more than 50 pounds			O	
Balancing on moving surfaces			O	
Balancing on narrow surfaces			O	
Balancing on slippery surfaces				F
Balancing on uneven surfaces				F
Restraining/grappling with people in a public protection environment				F
Seeing objects at a distance				F
Seeing objects peripherally				F
Using depth perception				F
Seeing close work (e.g., typed print)				F
Distinguishing colors				F
Hearing conversations or sounds				F
Hearing via radio or telephone				F
Communicating through speech				F
Communicating by writing/reading				F
Distinguishing odors by smell				F
Distinguishing tastes	N			

4.2 Work Environment

Title	Rating			
	N	P	O	F
Work in/exposure to inclement weather		P		
Work in/exposure to cold water	N			
Work/live in remote field sites	N			

Work in confined areas (under desks, in heating vents, etc.)		P		
Exposure to dust, chemicals, or fumes			O	
Exposure to hazardous equipment (e.g., guns, chainsaws, explosives)				F
Exposure to electrical current (not outlets)	N			
Swimming/scuba diving	N			
Work at heights up to 25 feet (e.g., towers, poles)			O	
Work at heights over 25 feet (e.g., towers, poles)	N			
Work in urban or highway traffic (other than driving)	N			
Work around moving machinery or mobile equipment				F
Work around moving mechanical parts		P		
Work on and off moving equipment		P		
Work on slippery or uneven surfaces				F
Work/travel in boat/small aircraft/helicopters	N			
Exposure to high noise levels				F
Exposure to infection, germs, or contagious diseases (e.g., hospital, lab, clinic, etc.)				F
Exposure to blood, body fluid, or materials potentially contaminated by blood or body fluids (e.g., hospital, lab, clinic, public protection environment)				F
Exposure to needles or sharp implements (e.g., hospital, kitchens)				F
Use of hot equipment (e.g., kitchen ovens, lab equipment)			O	
Exposure to wild/dangerous animals	N			
Exposure to insect bites or stings		P		
Exposure to aggressive/angry people in a public protection environment (e.g.: State Troopers, Correctional Officers, Probation Officer)				F
Exposure to aggressive/angry people in the work environment				F

4.3 Other Work Demands

Title	Rating			
	N	P	O	F
There are no other work demands.				

4.4. Explain any special physical, mental, or behavioral requirements of the position that have not already been addressed.

CORRECTIONAL OFFICER I/II ESSENTIAL FUNCTIONS

The incumbent must be able to perform **ALL** of the essential functions listed below:

- ❑ Able to work seven 12 hour days followed by seven days off, alternating days and nights, or 40 hour work periods consisting of 8 hour days, 5 days a week.
- ❑ Correctional Officers are required to interact with the prisoners in a wide variety of situations, often in circumstances in which the prisoners significantly outnumber the Officers. Prisoners may be hostile, verbally and physically aggressive. Is this employee able to work under these mentally and physically challenging conditions and to react quickly and appropriately to emergencies affecting the safety and security of staff and prisoners?
- ❑ Able physically to respond immediately to an emergency and to apply the full range of restraints and force as described in the Department's use of force policy.
- ❑ Able to physically patrol and visually inspect units, yards, buildings, prisoner cells, prisoners, prisoner property and clothing, etc., to ensure safety and security. Able to maintain visual surveillance from an observation tower or rover vehicle.
- ❑ Able to perform inspections and searches of physical premises and cells, checking for compliance with regulations and for contraband, investigating and reporting unusual circumstances. Able to conduct pat or strip searches of prisoners and visitors.
- ❑ Able to observe prisoners through audio, visual and video monitoring to check for unusual or abnormal activity, to ensure the physical safety of prisoners, staff and public. Able to observe and respond to obvious and subtle changes in prisoner conversation or behavior that might be inappropriate or indicate the potential for trouble.
- ❑ Able to monitor radio transmissions between staff in order to respond immediately to directions and to emergencies and to call for backup as needed.
- ❑ Able to escort and provide security for visitors.
- ❑ Able to comply with and enforce security procedures for keys, equipment and supplies.
- ❑ Able to operate control room, controlling gates, cameras, doors and alarms, monitor video terminals; operate control panels by responding to audio and visual cues and requests.
- ❑ Able to receive prisoners into custody, conduct personal body searches. Able to make initial assessment of prisoners for medical, safety and security reasons.
- ❑ Able to explain rules and procedures of the facility to individual prisoner or groups of prisoners so that they understand expectations and consequences.
- ❑ Able to supervise prisoners to maintain general order in daily activities, work details, programming. Monitor phone activity, mail, hygiene, etc.
- ❑ Able to enforce institutional rules and SOPs. Report infractions orally or in writing, confront prisoners who violate rules or SOPs, initiate segregation or disciplinary procedures, and perform enforcement activities in compliance with Department policies.

- ☐ Able to function as Prisoner Hearing Advisor at Disciplinary and/or Classification Hearing to ensure prisoners' rights and welfare are safeguarded.
- ☐ Able to apply the appropriate level of force in accordance with Department policies, ranging from verbal warnings and physical presence through use of chemical spray, physical restraints and in extreme cases, deadly force.
- ☐ Able to control and direct prisoner movement, individually or in groups, to and from various areas and activities within the facility; use appropriate restraints such as handcuffs and leg irons.
- ☐ Able to perform head counts of prisoners; verify identification.
- ☐ Able to collect and document random and routine urine samples for testing
- ☐ Able to collect, inventory, store, file, track and maintain prisoner personal property and information. Process prisoner photographs and fingerprints; enter incoming prisoner into the OBCSIS system. Maintain accurate movement sheet of incoming and outgoing prisoners.
- ☐ Able to read, understand and enforce regulations, policies, procedures, post orders, court orders, etc.
- ☐ Able to provide information concerning prisoners via telephone and in-person to relatives, attorneys, probation officers, law enforcement agencies, etc. Direct requests for information to other staff as necessary.
- ☐ Able to prepare written incident and other required reports. Prepare forms and paperwork completely and accurately. Access and input information into computer systems.
- ☐ Able to admit and release prisoners in accordance with standard operating procedures and court orders; prepare necessary paper and computer documentation. Distribute inmate funds and gate monies due upon release.
- ☐ Able to use a personal computer to create, input data and retrieve reports or documents.
- ☐ In medical emergencies, able to provide first aid to staff and prisoners until medical assistance arrives; administer CPR; respond to incidents such as prisoner suicide attempts, deaths.
- ☐ Able to extinguish or help extinguish fires and/or evacuate personnel; don emergency breathing apparatus to enter smoke filled rooms to retrieve or rescue potential victims.
- ☐ Able to respond to prisoner disturbances, such as fights, escape attempts, hostage situations, or riots; assess critical factors, notify appropriate personnel, intervene as necessary to apply appropriate level of force.
- ☐ Able to evacuate prisoners or groups of prisoners from area or facility during an emergency while maintaining security.

The following identifies the physical demands and potential hazards typically encountered by this position.

Please mark the boxes of the physical demands and potential hazards that the employee is able to perform or encounter over 33% of the time on the job.

- ☐ Walking
- ☐ Standing
- ☐ Bending or twisting
- ☐ Squatting or kneeling
- ☐ Reaching above shoulder level
- ☐ Climbing (e.g., ladders), stairs
- ☐ Driving cars, light duty trucks
- ☐ Repetitive motion of hands/fingers
- ☐ Grasping with hand, gripping
- ☐ Lifting carrying 10-25 pounds
- ☐ Lifting/carrying 26-50 pounds
- ☐ Pushing/Pulling
- ☐ Exposure to infection, germs, or contagious diseases
- ☐ Exposure to blood, body fluid, or materials potentially contaminated by blood or body fluids
- ☐ Seeing objects at a distance
- ☐ Seeing objects peripherally
- ☐ Seeing close work
- ☐ Distinguishing colors
- ☐ Hearing conversations or sounds
- ☐ Hearing via radio or telephone
- ☐ Communication through speech
- ☐ Communicating by writing/reading
- ☐ Distinguishing smells
- ☐ Exposure to aggressive/angry people
- ☐ Restraining/grappling with people

Please mark the boxes of the physical demands and potential hazards that the employee can perform or encounter up to 33% of the time on the job.

- ☐ Sitting
- ☐ Running
- ☐ Lifting/carrying more than 50 pounds
- ☐ Work in/exposure to inclement weather
- ☐ Work in/exposure to cold water
- ☐ Exposure to dust, chemicals or fumes
- ☐ Use of hazardous equipment
- ☐ Work at heights
- ☐ Exposure to needles or sharp implements

If the applicant is limited by a physical condition or illness from full performance of the essential functions listed above, please attach a full description addressing the nature of the limitation on performance of the function so that the Department may determine if the employee could, with reasonable accommodation, perform the essential function.

Physician's Signature

Physician's Name Printed

Date

Office / Clinic Name



ALASKA POLICE STANDARDS COUNCIL

Health Questionnaire F-2A

Medical Examination Report F-2B

**For Police, Village Police, Correctional/
Probation/Parole and Municipal
Correctional Officers**

WARNING TO HIRING AGENCY

Forms F-2A & F-2B must not be completed until a conditional offer of employment has been made to the candidate.

Completed forms F-2A & F-2B should be maintained in a separate file to ensure confidentiality and to limit access.

CONFIDENTIAL RECORDS

HEALTH QUESTIONNAIRE

**COMPLETE THIS FORM PRIOR TO YOUR PHYSICAL EXAMINATION AND
GIVE IT TO THE EXAMINER AT THE TIME OF EXAMINATION.**

CANDIDATE'S NAME (Last, First, Middle)		ADDRESS
DATE OF BIRTH	AGE	CURRENT OCCUPATION
HIRING AGENCY		

SECTION A	Have you ever or do you now have any of the following? For "YES" answers, supply full details in Section "B" on page 2. If the condition required hospitalization, check the corresponding box.
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CONDITION	YES	NO	HOSP	CONDITION	YES	NO	HOSP
1. Head injury				21. Skin condition			
2. Back trouble or back pain				22. Any complications from childhood diseases			
3. Any defects of bones or joints including amputations, broken bones or dislocations				23. Sensitivity to dust			
4. Pernicious anemia, leukemia				24. Other allergies			
5. Rheumatism or arthritis				25. Cancer or malignancy			
6. Trick or locked knee/knee injury				26. Tumor, growth, or cyst			
7. Foot trouble				27. Polio			
8. Eye injury, surgery, or disease				28. Rheumatic fever			
9. Have you ever worn glasses/contact lens				29. Heart trouble (including circulatory)			
10. Hard of hearing or hearing problems				30. High or low blood pressure			
11. Headaches				31. Varicose veins			
12. Mental illness or nervous breakdown				32. Diabetes or sugar in urine			
13. Addiction to drugs or alcohol				33. Colitis			
14. Fainting or dizzy spells, epilepsy				34. Gall bladder trouble			
15. Hepatitis, jaundice, liver ailment				35. Kidney or bladder trouble			
16. Disorder of the nervous system				36. Hemorrhoids or piles			
17. Tuberculosis or lung disease				37. Rupture or hernia			
18. Shortness of breath or asthma				38. Mononucleosis			
19. Any type of blood disorder				39. Any contagious disease			
20. Bronchitis							

[illegible]

EXAMINERS CONSULTED (For any of the questions answered "YES", identify the Question Number and Examiner Information.)			
#	DATE	EXAMINER	ADDRESS (Number, Street, City, State, Zip)

I acknowledge that information contained on this form will be used by the council for purposes of determining my eligibility and qualifications for training, employment, and certification. Any falsification, withholding of information or failure to answer all questions completely and accurately may cause forfeiture of all rights to this employment or training.

I certify under penalty of PERJURY that the foregoing is true and accurate to the best of my knowledge.
DONE at _____ on this ____ day of _____, 20____.

Candidate Signature

HEALTH QUESTIONNAIRE F-2A REVIEWED BY:		EXAMINER'S NAME, ADDRESS, AND TELEPHONE #
EXAMINER'S SIGNATURE	DATE	

MEDICAL EXAMINATION REPORT

To Be Completed by a Licensed Physician, Nurse Practitioner, or Physician Assistant

INSTRUCTIONS TO EXAMINER:

Please review Health Questionnaire (F-2A), before examining the candidate. Do not forward this report until lab results are received. Use section 12 for explanation of details, if necessary.

Name (<i>Last, First, Middle</i>)		Sex Male_____ Female_____	Birth Date
Height (<i>w/o shoes</i>)	Weight	Social Security Number	

INFORMATION FOR EXAMINER

Alaska Police Standards Council regulations require that police, correctional, probation/parole, village police and municipal correctional officer employed by a police department or the Department of Corrections shall be examined by a licensed physician, nurse practitioner, or physician assistant. The examination report must conclude that, in the opinion of the examiner, the applicant has the ability to physically perform the duties of a law enforcement officer.

The duties of a **police officer** and **village police officer** include, but may not be limited to, performance of the following activities:

1. use of firearms	14. crouching	27. climbing ladders
2. driving emergency vehicles	15. sitting	28. hearing alarms
3. handcuffing prisoners	16. standing	29. hearing voice conversation
4. administer first aid	17. standing for long periods	30. color identification
5. rescue operations	18. kneeling	31. close vision
6. lifting and carrying 0-70 lbs.	19. twisting body	32. far vision
7. direct traffic	20. pushing	33. side vision-depth perception
8. subdue prisoners	21. pulling	34. night vision
9. pursue suspects	22. running	35. maintaining balance
10. walking-lateral mobility	23. sense of touch	36. operating passenger vehicles
11. walking rough terrain	24. reaching	37. finger dexterity
12. bending	25. gripping hands and fingers	38. speaking
13. stooping	26. climbing stairs	

The duties of a **correctional and municipal correctional officer** include, but may not be limited to, performance of the following activities:

1. use of firearms	13. crouching	26. hearing voice conversation
2. handcuffing prisoners	14. sitting	27. color identification
3. administer first aid	15. standing	28. close vision
4. lifting and carrying 0-70 lbs.	16. standing for long periods	29. far vision
5. subdue prisoners	17. kneeling	30. side vision-depth perception
6. walking-lateral mobility	18. twisting body	31. night vision
7. bending	19. pushing	32. maintaining balance
8. stooping	20. pulling	33. finger dexterity
9. intervene in fire, riot and medical emergencies	21. running	34. speaking
10. fingerprint inmates wrist rotation	22. sense of touch	35. physically control combative and disruptive persons
11. write reports - finger dexterity	23. reaching	
12. pursue escaping prisoners on foot	24. gripping hands and fingers	
	25. hearing alarms	

The duties of a **probation /parole officer** include, but may not be limited to, performance of the following activities:

1. standing 2. maintain balance 3. twisting body 4. sitting 5. finger dexterity 6. walking-lateral mobility 7. gripping hands and fingers	8. search-persons, building and vehicles 9. hear normal voice conversations 10. operate standards passenger vehicles 11. physically control combative and disruptive persons	12. transport arrested persons 13. frisk search for weapons 14. vision and coordination to prepare and proofread reports 15. sensory ability to observe and recognize specific persons, vehicles, evidence, and or property
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Working conditions for a **correctional, probation/parole and municipal correctional officer** includes, but may not be limited to, the following:

1. Exposure to inside temp. extremes 2. exposure to sun 3. exposure to outside temp. extremes 4. dampness 5. high/low humidity 6. noisy work areas 7. work at heights 8. work in confined areas 9. work in crowded areas 10. working alone 11. exposure to intense light 12. exposure to noxious odors	13. work on high ladders 14. work in remote locations 15. wearing helmets 16. wearing safety glasses 17. wearing special clothing 18. wearing ear plugs/muffs 19. wearing rubber boots 20. exposure to bee stings 21. exposure to dust or pollen 22. exposure to fumes 23. working with mental patients 24. air travel	25. working long hours 26. working night shifts 27. working day shifts 28. working weekends 29. exposure to tobacco smoke 30. working at high elevations 31. working remote from emergency medical assistance 32. working with mentally challenged persons
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VISION & HEARING																			
1. VISUAL ACUITY <u>DISTANCE</u> Uncorrected: R20/____L20/____B20/____ Corrected: R20/____L20/____B20/____ NEAR VISION Uncorrected: R20/____L20/____B20/____ Corrected: R20/____L20/____B20/____		2. HORIZONTAL FIELD OF VISION Right:____Left:____Both:____ Check if Present: Scotoma:____ Quadrantonopia (large blind spot):____		3. COLOR PERCEPTION (ISHIHARA COLOR PLATES MUST BE USED) <i>(Note any deficiencies)</i> Red:____Green:____ Yellow:____Color Plates:____ ☐ Vision capable of distinguishing basic color groups against a favorable background															
4. CORRECTION None:____Spectacles:____ Hard contact Lenses:____ Soft Contact Lenses:____ Required if uncorrected vision is 20/80 or more.		5. HEARING: (AUDIOMETER MUST BE USED) <table border="0"> <tr> <td></td> <td>500HZ</td> <td>1000HZ</td> <td>2000HZ</td> <td>3000HZ</td> </tr> <tr> <td>dbL</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>dbR</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table> Hearing aid used?_____Note any abnormalities in section 12.				500HZ	1000HZ	2000HZ	3000HZ	dbL	_____	_____	_____	_____	dbR	_____	_____	_____	_____
	500HZ	1000HZ	2000HZ	3000HZ															
dbL	_____	_____	_____	_____															
dbR	_____	_____	_____	_____															

6. Head (*Note any defect, disease or injury involving eyes, ears, nose, mouth and throat.*)

7. CARDIOVASCULAR SYSTEM

TYPE OF ACTION	BLOOD PRESSURE	PULSE RATE	SOUNDS	RHYTHM
A. At rest				
B. After moderate exercise				
C. Two minutes after exercise				
D. Circulation to extremities			E. Note any abnormality	
F. Pulmonary Function				
G. Nervous system (<i>describe any pathology or abnormal reflexes</i>)				

8. ABDOMEN

Masses

Tenderness

Hernia

Genito-Urinary System (*note any abnormalities*)

9. MUSCULO - SKELETAL

(*Test by bending, stooping, squatting, also by head, arm, and finger motions.*)

Spine:	Mobility	Symmetry	Posture
Upper Extremities:	Limited function		
Lower Extremities:	Limited function		

Skin (*scars, varicosities, disease, abnormalities - nature and severity*)

10. CONTAGIOUS DISEASES

Does the applicant have contagious hepatitis?

Does the applicant have contagious tuberculosis?

11. LABORATORY

Urinalysis	SP Gravity	ALB	Sugar
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