

STATE OF ALASKA REQUEST FOR PROPOSALS



APPLICANT MEDICAL EXAMINATIONS RFP 2027-1200-0020

ISSUED JULY 31, 2026

THE DEPARTMENT OF PUBLIC SAFETY IS SOLICITING FOR PROPOSALS FOR LICENSED
PROFESSIONALS TO PROVIDE PRE-EMPLOYMENT MEDICAL EXAMINATIONS

ISSUED BY:

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1: INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

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

SEC. 1.02 BUDGET

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 4:30 p.m. prevailing Alaska Standard Time on August 17, 2026, as indicated by 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:

- Individual(s) must be a practicing adult primary care physician/physician assistant with a minimum of two years of recent experience performing medical evaluations of applicants/employees for essential job functions and fit-for-duty evaluations. Two years' experience shall be in the previous four years.

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 offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer by August 11, 2026, at 4:30 p.m. AKST. The interested party must confirm telephone conversations in writing.

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

PROCUREMENT OFFICER: Calin Logan

PHONE: (907) 269-0599

EMAIL: calin.logan@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Bidders must submit one complete copy of the proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dps.das.solicitations@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) 269-0599 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 A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

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

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

SEC. 1.11 RFP SCHEDULE

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		July 31, 2026
Deadline for Receipt of Proposals / Proposal Due Date	4:30 p.m. AKST	August 17, 2026
Proposal Evaluations Complete		Week of August 17, 2026
Notice of Intent to Award		Week of August 24, 2026
Contract Issued		September 1, 2026

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Public Safety, 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 INFORMATION0

SEC. 2.01 BACKGROUND INFORMATION

The Alaska Police Standards Council (APSC) 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 for employment as police officers, as well as other regulations for the administration of the act.

The Alaska Administrative Code 13 AAC 85.210 regulates the minimum qualifications for the selection of the positions listed above to include the APSC Health Questionnaire and a medical examination by a licensed physician.

The State of Alaska, Department of Public Safety (DPS), requires licensed physicians, advanced practice registered nurse(s), and/or physician assistants (offeror/contractor) to provide pre-employment medical examinations; fitness-for-duty examinations; drug testing, urinalysis, and consultation services on an as-needed basis to the department. The contractor may also be asked to provide fitness-for-duty or return-to-duty evaluations for Alaska State Troopers under special circumstances.

DPS currently uses pre-employment medical examinations as part of its selection process for Alaska State Trooper Recruits, the entry-level law enforcement officer job class, as well as applicants for the Court Services Officer and Deputy Fire Marshall job classes. This screening and examination consist of a written portion and virtual interview. All selection procedures utilized by DPS must conform to the federal Uniform Guidelines on Employee Selection Procedures.

The Alaska State Trooper Recruit selection process is multi-phased; applicants may be screened out during any phase of the process. The phase impacted by this proposal includes the pre-employment medical examinations. Recruitment cycles occur at least six times each calendar year for the Spring and Fall DPS Academy.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Public Safety (DPS), Division of Administrative Services (DAS), is soliciting proposals for licensed physicians, advanced practice registered nurse(s), and/or physician assistants (offeror/contractor) to provide pre-employment medical examinations; fitness-for-duty examinations; drug testing, urinalysis, and consultation services on an as-needed basis to the department. Offerors must offer services in the following Alaska locations: Anchorage area and Fairbanks, 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 State Trooper, Court Services Officer, and Deputy Fire Marshal 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 Recruitment 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 from 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 forms is required for new hires and will be provided by the project manager and/or the applicants.

The examinations shall include, but are not 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) and 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 10. 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 be noted in Section 12.

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.

e. 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.

f. 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:

g. All applicants are to provide a urine sample for 6-panel Drug Profile test to include the following: amphetamines, acetylmorphines, cannabinoids, cocaine, opiates, 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.

h. All applicants are to provide a breath alcohol non-DOT breath test. Further testing may be required before a determination of eligibility can be made. In cases where the contractor finds the 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.

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 1–2. 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 Recruitment Program Manager, in Anchorage, Alaska, to discuss the essential functions of the various jobs and the physical standards the State Troopers, Court Services Officers, and Deputy Fire Marshalls must meet. This meeting will additionally provide an opportunity to observe actual physical training and firearms training administered through the Department's Advanced Training Unit. The contractor may also be given an orientation of the various job functions. No time or travel costs incurred by the contractor for orientation purposes (essential functions review, discussions with Program Manager and/or onsite visits) will be billable to the department.

Continuing Education

The successful Contractor shall assure, at no additional cost to the State, that all persons working under the terms of the contract meet and maintain any and all legal requirement for licensing and Continuing Education.

The use of physicians and physician assistants in performing pre-employment medical examinations and return-to-duty/fit-for-duty evaluations will be restricted as follows:

Physicians and Physicians Assistants may be used in performing pre-employment medical examinations. However, according to the State of Alaska Regulation 13AAC 85.210, the Alaska Police Standards Council Form F2A-B is required to be certified (signed) by a licensed physician.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately September 1, 2026, with four one-year renewal options to be exercised at the sole discretion of the State of Alaska.

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 DELIVERABLES

The contractor will be required to provide the following deliverables:

A. Pre-employment medical examinations (PEME)

B. Fitness for Duty Evaluations (FFDE)

C. Consultation Services

SEC. 3.04 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

SEC. 3.06 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. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Public Safety 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. 3.08 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through **September 30, 2027**.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2023) (depends on the timing, may be HALF2 for July-December); and each HALF1 (or HALF2) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 3.09 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed are at the contractor's place of business.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

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. 3.10 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.12 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. 3.13 CONTRACT PERSONNEL

Any change of the project team members 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. 3.14 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. 3.15 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 Public Safety or the Commissioner's designee.

SEC. 3.16 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).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- Applicant Information

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

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

SEC. 3.17 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. 3.18 INSURANCE REQUIREMENTS

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 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	Minimum Required Limits
Under \$100,000	\$300,000 per Claim/Annual Aggregate
\$100,000-\$499,000	\$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

SEC. 3.19 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

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

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

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

SEC. 4.02 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

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

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract 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 all direct and indirect costs associated with the performance of the contract, including, but not limited to, 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 100

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

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 and responsibility. Proposals deemed non-responsive or non-responsible 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 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	10
Understanding of the Project	10
Methodology Used for the Project	10
Management Plan for the Project	10
Total	40

Cost Criteria	Weight
Cost Proposal	50
Total	50

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	10
Total	10

TOTAL EVALUATION POINTS AVAILABLE: 100

SEC. 5.03 SCORING METHOD AND CALCULATION

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

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

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

Example (Max Points for the Section = 100):

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

Offeror 1 was awarded 75 points:

Offeror Total Score (30)

_____ 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 on 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 and subcontractor (if used):

- How well has the firm demonstrated experience in completing similar projects on time and within budget?

- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided Client Reference Forms 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 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 = 50):**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 40 points.

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

Offeror #2 receives 37.4 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$$

Offeror #3 receives 33.7 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$$

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:

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

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	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

Step 3

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

Offeror #1	830 points
Offeror #2	84 points (74 points + 10 points)
Offeror #3	90 points (80 points + 10 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 site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

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

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 full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the 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 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

SEC. 6.07 CONTRACT NEGOTIATION

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

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. 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 with 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 with.
- 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 award of 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 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 contact 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 the 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

Attachments:

- 1) Cost Proposal (Attached Separately)
- 2) Offeror Information & Alaska Bidders Certificate
- 3) Client Reference Form
- 4) Sample Notice of Intent to Award
- 5) Standard Agreement Form with Appendix A
- 6) CSO Position Description Sample
- 7) DFM Position Description Sample
- 8) Trooper Position Description Sample
- 9) F2 Health Questionnaire and Medical Examination

Offeror Information

PROJECT INFORMATION

RFP NUMBER: _____

PROJECT NAME: _____

OFFEROR INFORMATION

Company Name: _____

Address: _____

Tax ID: _____

Alaska Business License #: _____

CONTACT INFORMATION

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

Name _____

Title _____

Address _____

Email _____

Telephone _____

CRITICAL TEAM MEMBERS

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

Name of Position 1 _____

Name of Position 2 _____

Name of Position 3 _____

Name of Position 4 _____

ADDENDA ACKNOWLEDGEMENT

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

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

CERTIFICATIONS

No	Criteria	Response*
1	The offeror is presently engaged in the business of providing the services & work required in this RFP.	True False
2	The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP.	True False
3	The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state.	True False
4	The offeror confirms that they can obtain and maintain all necessary insurance as required on this project.	True False
5	The offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	True False
6	The offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.	True False
7	Offeror complies with the American 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 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
14	The offeror certifies, 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
15	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
16	The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	True False
17	Offeror certifies they comply with the laws of the State of Alaska.	True False
18	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 word 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 that will work 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 services to be provided by the offeror.

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

☐ Yes ☐ No

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

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

FEDERAL REQUIREMENTS

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

ALASKA PREFERENCES

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

SIGNATURE

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

Printed Name

Title

Date

Signature



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: [Click or tap here to enter text.](#)

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**: [Click or tap here to enter text.](#)

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: [Click or tap here to enter text.](#)
- City: [Click or tap here to enter text.](#)
- ZIP: [Click or tap here to enter text.](#)

“**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**: [Click or tap here to enter text.](#)

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: [Click or tap here to enter text.](#)

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: [Click or tap here to enter text.](#)

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 [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____

CLIENT REFERENCE FORM

- A complete and separate Client Reference Form must be provided for each reference.
- Offeror must complete the first part of the Client Reference Form, filling in the information for Company (Offeror) Name, Company (Offeror) Address, and the Name of Project.
- A responsible party of the organization for which the services were provided (the Client) must provide the reference information.
- The person providing the reference must sign and date the form.
- The Client Reference Form(s) must be submitted with the Offeror's proposal.
- The State may contact the reference to verify the information given within the Client Reference Form and within the proposal. If the State finds erroneous information, points may be deducted or the proposal may be rejected.
- If all questions are not answered on the Client Reference Form, if information is missing, or if the form is not signed, points may be deducted or the proposal may be rejected.
- If a proposal is submitted without a Client Reference Form, points may be deducted or the proposal may be rejected.

Offeror Information

Company Name (Offeror):	Company (Offeror) Address:
Name of Project:	

Client Information

Organization Name (Client):	Organization Address:
Person Providing the Reference:	Title:
Phone Number:	Email address:
Reference <u>Signature</u> & Date:	

The person providing the reference, as identified above, must provide the following information. This person must be a responsible party of the organization for which the work was performed. This person should have comprehensive knowledge about the project and the company's (Offeror) role and responsibilities within the project.

Reference Remarks

1. Briefly describe the services provided by the company identified above.

2. Rate each of the following concerning this company's performance using the ratings below:

- S – Strongly Agree/Very Positive
- A – Agree/Positive
- N – Neutral
- D – Disagree/ Negative
- F – Failed

Rating

- _____ A. This company ensured the project deliverables were completed on time and within the agreed budget.
- _____ B. This company provided the appropriate resources to the project.
- _____ C. This company was knowledgeable in providing the services.
- _____ D. The business relationship with this company was positive and cooperative, versus negative and adversarial.
- _____ E. This company provided open, timely communications, and was responsive to our needs and requirements.
- _____ F. I would choose to work with this company again.

Additional Comments:

STATE OF ALASKA

Department of Public Safety
Division of Administrative Services



NOTICE OF AWARD OF A CONTRACT

THIS IS NOT AN ORDER

DATE ISSUED:

IRFP NUMBER:

IRFPSUBJECT:

PROCUREMENT OFFICER:

SIGNATURE: _____

This is notice of the state's award of a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

LEGEND: @ = MOST ADVANTAGEOUS
 YES = RESPONSIVE AND RESPONSIBLE OFFEROR
 NO = NON-RESPONSIVE OR NON-RESPONSIBLE OFFEROR

<u>Bidder</u>	<u>Responsive</u>	<u>Total Score</u>	<u>Most Advantageous</u>

STANDARD CONTRACT FORM

Goods and Non-Professional Services

The parties' contract comprises this Standard Contract 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 Document ID #	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 Code

10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Contract: 2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the scope of work/services to be performed by the contractor. ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>date initial term begins</u>, and ends <u>date initial term ends</u>. 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 <u>\$value of entire contract</u> in accordance with the provisions of Appendix D. 4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:	
11. Department of Public Safety	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division Public Safety/Administrative Services
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

SCF.DOC (Rev. 04/14)

APPENDIX A
GENERAL CONDITIONS

1. Inspections and Reports:

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

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

3. Disputes:

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-AS 36.30.632

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. 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 Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or 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 Procurement Officer.

7. 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.

8. 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.

9. 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.

10. 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 sees 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) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

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

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. 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.

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract 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.

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

18. 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.



STATE OF ALASKA

Position Description

**Position Control
Number (PCN):**

121714

Class Title:
Court Services Officer

Recruitment Type: Normal

1. Position Control Information

Class Title: Court Services Officer	Title Code: PJ0121	Grade: 74
	Salary Schedule:	50074
Bargaining Unit: Public Safety Officer's Unit	Bargaining Unit Code:	AA
Department: Public Safety	Department Number:	12
Division: Alaska State Troopers		
Region/Section/Unit: C Detachment / Judicial Services Unit		
Location: Anchorage	Location Code:	EBA
Time Class: Full Time/OMB Authorized	Seasonal Code: FR - Full time regular	Time Class Code: FACL
FLSA Exempt: No	Strike Class:	1
Position requires the incumbent to possess a Commercial Driver's License (CDL), to maintain registration with the federal CDL Drug & Alcohol Testing Clearinghouse, and to provide consent to the Employer to review driver information in accordance with 49 CFR 382:		
No		
Position requires possession of, or access to, firearms or ammunition:		
Yes		
Home Unit: ZCDT		
AKPAY Organizational Routing Code: 12015301		
Labor Distribution Code (LDP): STC03		
Physical Work Address: 5848 E Tudor Rd Anchorage, AK 99507		
Work Phone: (907)242-4214		
Supervisor Information		
PCN: 122129 Title: Sergeant - Department of Public Safety		
Physical Work Address: 5848 E Tudor Rd Anchorage, AK 99507		
Work Phone: (907)269-5759		

Type of Action:	Supervisory Change ONLY
Effective Date:	06/29/2023
Division of Personnel Section:	Classification
Reviewed By:	Anthony April, Major - Department of Public Safety, on 06/29/2023
Approved By:	Anthony April, Major - Department of Public Safety, on 06/29/2023
Closed out by:	Anthony April, Major - Department of Public Safety, on 06/29/2023

2. Duties

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

As a Court Services Officer, transports prisoners from correctional institutions to court, to other locations within the state and out of state. Service of court writs, security for the court system, serves ex-parte court orders including writs of assistance. Serves arrest warrants at courthouses.

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: Prisoner Transportation and Courtroom Security		
E/M	% of Time	Duty Statement
E	59 %	• This position coordinates institution prisoner moves to, from court, and from all judicial proceedings. • Constantly observing and assessing mental and emotional states of prisoners to determine the most appropriate means of handling the situation by evaluating, tone of voice, and/or physical signs. • Transports inmates to and from correctional facilities for all court appearances. • Operates police band radios and other communications equipment such as pager and cellular phones to communicate with personnel within and outside the court complex and various facilities. • Escort prisoners into holding cells; unlock the handcuffs of prisoners, move heavy steel cell doors back and forth. • While escorting prisoners, may face physical resistance from the prisoners, and may have to subdue the prisoner and place in handcuffs. • Escort prisoners to and from courtrooms and various buildings. • Guards prisoners in the courtroom both seated and standing. • May be required to take action quickly to prevent and escape or interference of other parties with the prisoner. • Stand for approximately 5 to 60 minutes in a courtroom during routine hearings; may be required to move suddenly to prevent escape or interference of other parties with the prisoners. • In the event of an escape attempt, pursue the escaping prisoner on foot wearing issue uniform, ballistic body armor and gun belt, which may involve running, chasing, and jumping up and down elevated surfaces and using physical force to gain entrance through barriers. • Take into custody those persons remanded by the court in the courtroom, make contact with the suspect, frisk the suspect, place them into handcuffs, and escort them to the holding cells. • Provide input for tracking of prisoner transportation, including information concerning transportation of prisoners and ticketing for prisoner transportation. • Clarification of incomplete information input of prisoner transportation between State Trooper posts, Judicial Services, jail facilities, the Alaska Psychiatric Institute, contract jails, courts and preparation of travel reports. • Provides escorts for inmates departing and arriving with other officers at local airports. • Process and escort prisoners to and from cities and locations within and outside the state of Alaska by various means of transportation including aircraft and automobiles. • Uses police communication equipment to provide locations or directions to serve civil/court writs.

Functional Area Title: Process Service		
E/M	% of Time	Duty Statement
E	20 %	• Read and comprehend legal and other documents, research, process and prepare all types of civil and criminal process. • Locate and identify the individual to be served by using resources available, including but not limited to; police computer, telephone directory information, cross reference directories, previous employers, landlords, neighbors and friends. • Research, process, and serve criminal, civil and domestic violence writs and prepare the appropriate returns in a timely manner. • Serve writs of assistance (evictions) on individuals who may physically resist being evicted. Serve mental and alcohol commitment court orders on individuals who may physically resist being taken into custody. • Possess specialized knowledge of civil and criminal case procedures relating to the seizure and sale of all property, including case law, which affects the service of process • While serving writs, exit the vehicle and walk on terrain, which may be rough, icy, snow, covered, or wet from rain, climb stairs, use sidewalks, etc. to contact individuals to serve.

Functional Area Title: Court Complex Security		
E/M	% of Time	Duty Statement
E	5 %	Provide court complex security by: • Conducting foot patrols, • Responding to all disturbances, • Provide court security in all civil and out of custody proceedings on an as needed basis, • Maintain files and reports on all threats to judicial personnel, special security problem individuals and mentally unstable individuals. • Investigate and report on all subversive groups and activities. • Maintain files on judicial activists. • Obtain photographs and disseminate information to affected parties on threatening or violent persons. • Interface with the judges, administrators, and other court employees on security and safety concerns. • Observe and report any safety, security, or maintenance problems to the proper agency. • Properly handle all persons who are intoxicated; mentally disabled, and other disruptive individuals who enter the court complex for no valid reason. • Enforce Alaska Court System Administrative Orders, including media use of facilities, and miscellaneous policies. • Offer routine assistance to the general public and press in court-related matters. • Check parking areas for illegally parked vehicles, suspicious persons, and maintenance and safety issues. • Stand by and keep the peace in emergency civil and out of custody criminal proceedings to include: Attend domestic violence hearings upon request; attend other hearing when threatening behavior has been detected or at the request of judges, District Attorneys, or other interested parties. • Set up and operate the magnetometer or hand held detector at courtroom entrances when requested for safety reasons. • Assist in extra security for juvenile proceedings. • Escort litigants out of the building when they feel threatened.

- Handle disturbances involving intoxicated persons, domestic violence litigants, mentally disturbed individuals and other persons upset or violent.
- Escort individuals from the building.
- May be required to handle the initial incident report and basic information for investigating officer concerning gathering information for reports of crimes (vandalism, thefts, and assaults).
- Provide first aid and notify Emergency or medical responders in medical situations.
- Respond to all duress alarms in the court buildings.
- Lock and unlock public access doors when necessary.
- Maintain files and post property sale notices.

Functional Area Title: Miscellaneous

E/M	% of Time	Duty Statement
E	10 %	• Understand and have considerable knowledge of civil and criminal case law, as well as department, detachment and section Standard Operating Procedures. • Effectively and coherently, communicate over law enforcement channels while initiating and responding to radio communications. • Demonstrate communication skills in court and other formal settings. • Exercise independent judgment in determining appropriate action under conditions of stress, which justify the use of force and at levels of proficiency prescribed in certification standards. • Operate different kinds of law enforcement vehicles assigned to Judicial Services in urban and rural settings and in road conditions caused by environmental factors such as rain, snow, sleet, ice, ice fog, fog, smoke, and on dirt roads. • Perform basic research on the Alaska Public Safety Information Network (APSIN), Alaska Records Management System (ARMS). • National Crime Information (NCIC) system, and the Alaska Corrections Offender Management System (ACOMS) on individuals when no current information is available. • Type and send messages using the department electronic mail system to other department offices and to police agencies in Alaska and other states when necessary to ascertain status of process or warrants. • Answer inquiries and questions from aggressive and angry people who do not have a clear understanding of legal procedures. • There may be exposure to infection, germs and contagious diseases. Act as liaison to other agencies or the public in specialized areas. • Read and comprehend statutes relating to process and warrants and explain procedures and requirements to the public and others. • Maintain issued and assigned equipment to established standards to present a positive and professional appearance to the public and to current levels for efficient functional use when needed. • Equipment includes but may not be limited to: patrol vehicle, firearms, uniform, radio, notebooks and manuals. • When necessary, complete written statements on Department of Public Safety statement forms to assist the investigating officer in preparation for successful prosecution. Statements are written in compliance with the Department's Report Writing Manual. • Maintain a neat, accurate, and complete notebook in accordance with the Department requirements.

Functional Area Title: Public Relations services to Employees and Public

E/M	% of Time	Duty Statement
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E	4 %	• Escort court personnel who are carrying large sums of money. • Research and submit proposals concerning security and safety to court administration. • Assist public in use of facilities for special functions. • Assist contract security personnel in any event that may occur in their area. • Provide tours of the Judicial Services office and other offices and areas when requested.
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Functional Area Title: Court Bailiff Program		
E/M	% of Time	Duty Statement
E	1 %	• Call for court bailiffs when requested by the court. • Sign time sheets for the bailiffs so they may be submitted in a timely manner. • Act as a bailiff should an emergency cause a bailiff to leave during his duties until a new bailiff can be contacted to replace them.

Functional Area Title: Judicial Services Parking Areas		
E/M	% of Time	Duty Statement
E	1 %	Monitor parking in the Judicial Service parking area and report violation of regulations to commissioned Alaska State Troopers or local police department staff. May complete a vehicle impound initiated by an Alaska State Trooper.

Percentage Total: 100%

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.).

PC Computers in Windows on a LAN (Daily)

Microsoft Outlook (Daily)

Microsoft Word (Daily)

Windows Explorer (Daily)

APSIN/NCIC (Daily)

ARMS (Daily)

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.).

Fax machine (Weekly)

Copy machine (Daily)

Telephone system (Daily)

2-way radio (Daily)

Cellular phone (Daily)

Surveillance monitor (monthly)

State of Alaska mainframe computer interface including APSIN, OTIS and E-mail (Daily)

Area data centers (Weekly)

Firearms (Daily)

OC (Daily)

Baton (Daily)

Handcuffs (Daily)

Knife (Daily)

Pepperball gun (monthly)

Taser (Daily)

Light and heavy vehicles (Daily)

Magnetometer (Daily)

Handheld metal detector (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.).

Alaska Statutes (Weekly)
Alaska Administrative Code (weekly)
Alaska Rules of Court (Daily)
Collective Bargaining Agreements (Daily)
United States Constitution (Daily)
Federal Rules of Civil and Criminal Procedure (weekly)
Bankruptcy rules (monthly)
United States Annotated Code (monthly)
Judicial Services Standard Operating Procedures (Daily)
Department of Public Safety Operating Manual(Daily)
APSIN(Daily)
ACOMS(Daily)
National Crime Information Center (NCIC) (Daily)
National Law Enforcement Telecommunications Systems (NLETS) (Daily)
Bailiff Manual (Daily)
Report Writing Manual (Monthly)
and various software programs. (Daily)

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.

Restraining and searching prisoners
Scheduling officers for transports
Arresting individuals who have warrants in the courthouse
Serving writs
Keeping the peace in courtrooms

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.

General public in courthouse
General public while serving writs to the general public
Inmates in jail and courthouse

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?

Errors made by imprudent CSO's usually result, at a minimum, in citizen or court system complaints to the department. In some cases, mistakes may result in civil lawsuits against the employee and department. In the most extreme cases, mistakes by a imprudent CSO may involve uses of high levels of physical force against a citizen or prisoner that ultimately result in death or serious injury to an innocent party.

The consequences to the employee and department operations include:

1. Exposure to financial damages from civil lawsuits,
2. Large amounts of time spent investigating complaints and preparing defenses,
3. Sanctions against the department by the court system, and
4. The potential for external controls being applied to department operations.

Certainly, in more serious cases, the media coverage of accidental bad acts by imprudent CSO's, reduces public confidence in the department's ability to safely and professionally conduct daily operations.

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

Negotiating with angry individuals

Communicating with individuals who sometimes do not understand the procedures in the courthouse

Communicating with dispatch

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).

Firearms training

Use of Force training

Defensive tactics

OC Spray

Baton

Pepperball gun training

Taser training

Valid Alaska Driver's License

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			O	
Squatting or kneeling			O	
Crawling		P		
Reaching above shoulder level			O	
Reaching below shoulder level			O	
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				F

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				F
Seeing objects at a distance			O	
Seeing objects peripherally			O	
Using depth perception			O	
Seeing close work (e.g., typed print)				F
Distinguishing colors			O	
Hearing conversations or sounds				F
Hearing via radio or telephone				F
Communicating through speech				F
Communicating by writing/reading				F
Distinguishing odors by smell			O	
Distinguishing tastes		P		

4.2 Work Environment

Title	Rating			
	N	P	O	F
Work in/exposure to inclement weather				F
Work in/exposure to cold water		P		
Work/live in remote field sites			O	
Work in confined areas (under desks, in heating vents, etc.)				F
Exposure to dust, chemicals, or fumes				F
Exposure to hazardous equipment (e.g., guns, chainsaws, explosives)				F
Exposure to electrical current (not outlets)		P		
Swimming/scuba diving		P		
Work at heights up to 25 feet (e.g., towers, poles)		P		
Work at heights over 25 feet (e.g., towers, poles)		P		
Work in urban or highway traffic (other than driving)		P		
Work around moving machinery or mobile equipment		P		
Work around moving mechanical parts		P		
Work on and off moving equipment		P		
Work on slippery or uneven surfaces		P		
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.)			O	
Exposure to blood, body fluid, or materials potentially contaminated by blood or body fluids (e.g., hospital, lab, clinic, public protection environment)			O	
Exposure to needles or sharp implements (e.g., hospital, kitchens)			O	
Use of hot equipment (e.g., kitchen ovens, lab equipment)		P		
Exposure to wild/dangerous animals			O	
Exposure to insect bites or stings			O	
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.

THIS IS AN EXTREMELY HIGH STRESS POSITION. The stress results from dealing with: Individuals who have been charged with crimes, arrested or served with process for those crimes. Civil matters: people who have been sued or are filing suit, families who are torn apart by sexual assault, sexual abuse of minors, domestic violence, alcohol related problems and drug misuse problems and assaults. This position is subject to verbal abuse, both telephonically and in person, when dealing with process and warrants. Contact with the subjects often requires extreme tact and professional approach with sensitivity when high emotionally charged issues are involved. Often individuals become very angry when they are in court.

5. Supervisory Authority

This page must be completed if PCN **121714** is assigned supervisory or lead level authority (this includes Labor, Trades and Crafts foreman positions). In the chart below, list each position PCN **121714** supervises or leads. Record **121714** 's level of authority for each area of responsibility according to the definitions below. Subordinate positions listed must be consistent with those reflected on the staffing chart, and levels of authority must be substantiated in all other applicable portions of the PD (i.e. duties, guides, actions, decisions).

Note: These ratings are not dependent upon whether the position has actually exercised the authority, but rather what level is assigned.

Level Definition of Level of Authority Assigned

- 1 = Has authority to take action; notification to supervisor may or may not be necessary afterward.
- 2 = Effectively recommends and discusses decision with supervisor; then takes action.
- 3 = Presents recommendations to supervisor; supervisor makes decision and directs position to take action.
- 4 = No authority to take or recommend action.

Is PCN **121714** assigned supervisory or lead level authority for one or more of the responsibilities listed in the chart below? **No** If no, skip this section.

PCN 121714 's Responsibilities and Assigned Level of Authority									
Positions Directly Supervised or Led by PCN 121714	Employ (includes authority to hire, transfer, layoff, OR recall)	Discipline (includes authority to suspend, demote, OR issue written warnings)	Discharge	Adjudicate Grievances (includes authority to respond to a first level grievance under a collective bargaining agreement)	Assign Work	Set Task Priorities	Check Quality of Work	Evaluate Performance	Instruct & Train Staff
None									

6. Department Request & Certification

Information at Time of Request

Class Title: Court Services Officer	Code: P7702 Grade: 74
Bargaining Unit: Public Safety Officer's Unit	Bargaining Unit Code: AA
Department: Public Safety	Department Number: 12
Division: Alaska State Troopers	
Region/Section/Unit: C Detachment / Judicial Services Unit	
Location: Anchorage	Location Code: EBA
Time Class: Full Time/OMB Authorized	Time Class Code: FACL
FLSA Exempt: No	Strike Class: 1
Position requires the incumbent to possess a Commercial Driver's License (CDL), to maintain registration with the federal CDL Drug & Alcohol Testing Clearinghouse, and to provide consent to the Employer to review driver information in accordance with 49 CFR 382:	
	No
Position requires possession of, or access to, firearms or ammunition:	
	Yes
Home Unit: ZCDT	
AKPAY Organizational Routing Code: 12015301	
Physical Work Address: 5700 East Tudor Road, Anchorage	
Work Phone: 907-375-6440	
Supervisor Information	
PCN: 12-1608 Title: Lieutenant - Alaska State Troopers	
Physical Work Address: 5700 E Tudor Road Anchorage	
Work Phone: 907-375-6440	

Requested Changes

Supervisor Information
PCN: 122129 Title: Sergeant - Department of Public Safety
Physical Work Address: 5700 E Tudor Rd Anchorage
Work Phone: 907-375-6440

Requested Actions

Supervisory Change ONLY

Reason for the Request

Supervisory Change

Certification

Supervisor Designee

I certify that the information provided in this submission is accurate and complete to the best of my knowledge.

Haley Wick, Administrative Assistant 3, on 06/29/2023

8. Classification Analysis

This Position Description (PD) was submitted for a supervisory change only. There are no significant changes to the primary duty, focus, objectives, essential duties, or work demands. Therefore, this PD is processed as an update with no allocation analysis required.



STATE OF ALASKA

Position Description

**Position Control
Number (PCN):**

122011

Class Title:
Deputy Fire Marshal 2

Recruitment Type: Flexibly Staffed

1. Position Control Information

Class Title: Deputy Fire Marshal 2	Title Code: PJ02A2	Grade: 77
	Salary Schedule:	500
Bargaining Unit: Public Safety Officer's Unit	Bargaining Unit Code:	AA
Department: Public Safety	Department Number:	12
Division: Fire and Life Safety		
Region/Section/Unit: Statewide		
Location: Anchorage	Location Code:	EBA
Time Class: Full Time/OMB Authorized	Seasonal Code: FR - Full time regular	Time Class Code: FACL
FLSA Exempt: No	Strike Class:	1
Position requires the incumbent to possess a Commercial Driver's License (CDL), to maintain registration with the federal CDL Drug & Alcohol Testing Clearinghouse, and to provide consent to the Employer to review driver information in accordance with 49 CFR 382:		
No		
Position requires possession of, or access to, firearms or ammunition:		
Yes		
Home Unit: ZFOP		
AKPAY Organizational Routing Code: 12013001		
Labor Distribution Code (LDP): N/A		
Physical Work Address: 3000 C St Suite 105 Anchorage, AK 99503		
Work Phone: (907)269-5506		
Supervisor Information		
PCN: 122027 Title: Deputy Fire Marshal 3		
Physical Work Address: 5700 E Tudor Rd Anchorage		
Work Phone: 907-269-5482		

Type of Action:	Update, Salary Range Change
Effective Date:	06/12/2023
Division of Personnel Section:	Classification
Reviewed By:	Elizabeth Miller, Human Resource Consultant 2, on 06/05/2023
Approved By:	Robert Montoya, Human Resource Consultant 4, on 06/09/2023
Closed out by:	Don Wright, Human Resource Technician 2, on 07/10/2023

2. Duties

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

This position enforces State Laws and Regulations in the field of Fire Prevention, Fire Inspections, Fire Investigations, and Plan Reviews statewide. Also, provides fire prevention and investigation training.

Meet the Department of Public Safety law enforcement background and selection standards required and successfully complete the Alaska Law Enforcement Training Academy. Also complete training prescribed by the Alaska Police Standards Council certification for police officer commission, complete training prescribed by Alaska Fire Standards Council for Certified Fire Investigator (CFI), and all required International Code Council (ICC) certifications.

Carry firearms and demonstrate practical and proficiency in the safe use and care of firearms.

Establish and maintain cooperative, effective, and productive working relationships with fire inspectors, fire investigators, builders, developers, other staff, other state and federal agencies, and multi-cultural Alaskans using tact, patience and courtesy.

In the absence of supervisor, the supervisor will appoint a DFM II to assume responsibilities and roles to ensure the standards of operation are met and sustained.

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: Fire Code Enforcement and Investigation		
E/M	% of Time	Duty Statement
E	45 %	Conduct fire and life safety surveys of all buildings, processes and practices regulated by the division to ensure compliance with applicable State fire codes, ordinances, laws, regulations, and standards. Conduct on-site inspections of new and existing buildings and tenant spaces for compliance with applicable State fire codes, ordinances, laws, regulations, and standards; issue notices of existing violations and notices of fire hazards, setting forth time limitations as required. Direct the owner or occupant of a building to correct violations and bring property into compliance with applicable State fire codes, ordinances, laws, regulations, and standards. Coordinate related activities with fire chief, building officials, contractors, architects, engineers, state electrical and plumbing inspectors, Alcohol and Marijuana Control Board, department of environmental conservation, child care services, department of transportation, other state and local agencies, and the individuals involved. Perform follow-up inspections regarding special actions taken by the Division to ensure that imposed conditions and correction notices are complied with and verify corrective actions until compliance. If owner and/or occupant fails to comply; prepare and issue stop work of buildings. Serve court summons or warrants to individuals who refuse to comply with applicable State fire codes, ordinances, laws, regulations, and standards. Document inspection results and recommendations. Maintain corresponding reports; provide written and verbal information on code interpretation, occupancy policy and any on-site problems revealed by an inspection. Testify in court regarding fire code and fire safety violations as necessary or required. Review annual reports of all fire systems; i.e. fire alarm systems, fire sprinkler systems, kitchen hood and duct systems, etc. for compliance and non-compliance; if non-compliant issue order to correct.

Conduct evaluation of Project Code Red fire system and equipment including photographs and report findings to the Office of Rural Fire Protection.

Conduct the Field Training and Evaluation to trainee`s. Submit instructional rating scheme and documentation to trainee. Submit weekly evaluation of the trainee. Report trainee`s performance when unacceptable and likely to improve.

Investigate public complaints involving fire and life safety concerns, gathering and preparing facts required, including photographs and diagrams when needed, following up to the ensure the resolution of each complaint.

Maintain a working knowledge of codes and laws; research existing codes as they apply to existing buildings; present and interpret fire prevention and fire code information to citizen groups, organizations, contractors, engineers, and developers.

Remain current on changing codes, fire detection, suppression and protection techniques, and building practices through continuing education (i.e. seminars, classes, meetings) and reading of applicable journals.

Effectively plan and organize work and complete tasks within prescribed timeframes.

Monitor work procedures and effective customer service with continuous improvement process.

Assist other staff in identifying and addressing issues, improving daily operations, and maintaining the performance levels of the division.

Functional Area Title: Fire Investigations

E/M	% of Time	Duty Statement
E	45 %	Respond to fires anywhere within the State on short notice that result in a fatality or serious injuries, fires that involve a substantial loss of property (\$500,000 or more), fires which appear to be intentionally caused as part of an insurance fraud or other criminal activity, fires which will have a significant public impact, fires which indicate trends or a serious consumer safety problem, or any fire that involves State of Alaska facilities or equipment. Conduct fire investigation, once the fire is completely extinguished. All deputies will exercise caution during investigations, and ensure that personal safety is critically regarded and ensured. Conduct fire investigations to determine the origin and cause of a fire in accordance with NFPA 921 and 1033: • Responsible for complete case management, beginning to end, for fires investigated by the Division of Fire and Life Safety with the exception of cases involving homicides. • Responsible for supplemental case reporting for homicides involving fire. Once it is determined that a life was lost due to an incendiary fire related incident case management is turned over to DPS/ABI. • Utilize the scientific method on all fire investigations. • Receive the assignment. Gather information from requesting agency. • Prepare for the investigation. Travel to the fire scene, transportation of proper equipment and tools, and contacting appropriate personnel. • Ensure scene safety before any fire scene investigation is initiated. • Conduct the investigation. Enter buildings or other structures, which contain structural damage, hazardous conditions, to determine origin and cause of a fire. Such hazardous conditions include fire damage, leaking flammable liquids or gases, intense heat, hazardous vapors of smoke, electrical hazards, and exposure to the elements. • Lift/drag moderate (25-100 lbs.) to heavy (more than 100 lbs.) objects/debris from fire damaged structure. Also perform the recovery and removal of human remains. • Package human remains as evidence for transport to the Medical Examiners Office. • As needed, attend autopsies to obtain photographic evidence.

- Collect, examine and analyze physical evidence at a fire scene to determine the origin and cause of the fire. Package collected pieces of evidence in approved containers to protect them. Ensure chain of custody at all times.
- Analyze the data and incident. Interpret fire patterns and use specialized equipment that detects the presence of ignitable liquids or other types of accelerants. Photograph and sketch the scene to record the condition of the site.
- Interview or subpoena witnesses, suspects, property owners, and building occupants to obtain information and sworn testimony.
- Prepare to present findings at a criminal/civil deposition or criminal/civil court trial.
- Obtain and execute search and seizure warrants and arrest warrants in arson cases. Enforce arson, criminal mischief and related offenses such as Alaska Statutes Section 11.46.400-484, etc.
- Coordinate related activities with other organizations such as local fire and police departments, district attorneys, and law enforcement agencies.
- Prepare and maintain comprehensive files and records on investigations. Maintain reports of investigation results, and records of convicted arsonists and arson suspects.
- Develop a hypothesis, test hypothesis.
- Conduct technical review.
- Conclusions. Complete numerous forms, e.g., investigative reports, formal orders, subpoenas, procedural reports, etc. Handwriting must be legible.
- Read, comprehend and act on information contained in various forms of written/printed documents.
- Conduct investigations in potentially hazardous environments, i.e. fire debris generating smoke and off gassing hazardous materials, building collapse hazards due to structural damage.
- Conducts investigations alone in remote locations with minimal resources.

Provide expert witness testimony concerning facts and opinions about various fires as required.

Investigate fires to determine point of origin and cause in order to evaluate current fire trends and detect possible criminal activity; any evidence of arson or other criminal activity must be identified, preserved and collected; prepare and maintain proper records and reports of activities.

Conduct criminal investigations of fires determined to be caused by arson or other criminal activity, working closely with the state troopers, the prosecutor's office, other law enforcement agencies and insurance investigators/agents in order to identify and prosecute those responsible, including developing detailed case files and expert opinion statements of facts to document the fire loss and prepare case reports for possible criminal litigation.

Conduct technical reviews for each fire investigation to include photographs, diagrams, etc. to serve as an additional test of the various aspects of the fire investigator's work product.

Maintain a working knowledge laws.

Remain current on suppression and protection techniques, investigation principles and techniques, through continuing education (i.e. seminars, classes, meetings) and reading of applicable journals.

Develop, design, present and evaluate fire and safety educational training programs to include fire investigation. Provide fire investigation training to AST, VPSO's and other agencies as requested.

Effectively plan and organize work and complete tasks within prescribed timeframes.

Monitor work procedures and effective customer service with continuous improvement process.

Assist other staff in identifying and addressing issues, improving daily operations, and maintaining the performance levels of the division.

Functional Area Title: Fire Prevention Education

E/M	% of Time	Duty Statement
E	5 %	Provide fire prevention messages and programs for general and special public groups to include news and fire safety releases to all media, addresses to school children, parent associations, civic clubs and employee groups. Develop, design, present and evaluate fire and safety educational training programs to include fire investigation. Provide fire investigation training to AST and VPSO's as requested.

Functional Area Title: Plan Reviews, Bureau Permits, and Licenses for Statewide Programs

E/M	% of Time	Duty Statement
M	5 %	Review blueprints and plans for new or remodeled buildings to ensure the structures meet fire safety codes. Examines building plans for code compliance, primarily for non-structural items such as fire resistive construction; establishes maximum sizes for particular occupancies, exit considerations, and fire extinguishing systems. Provide code consultation for architects, engineers, attorneys, owners, builders, planning and building officials and local fire officials on projects to ensure compliance with all regulatory requirements. Recommend alternative solutions to full code compliance; offers code revisions, drafts regulations, conducts hearings, and formalizes results for legislative and administrative adoption. Conduct bureau permits and licenses for statewide programs. These programs include: • Fireworks: Process and evaluate fireworks display permit applications and issue or deny a permit in accordance with the applicable codes, standards, policies, and procedures of the division. Inspect proposed sites for fireworks displays and monitor the displays during the show. Process and evaluate pyrotechnic permit applications, testing, and issue or deny a permit in accordance with the applicable codes, standards, policies, and procedures of the division. Also, process and evaluate out of state and statewide wholesale permits and statewide retail sales fireworks stand permit applications and issue or deny a permit in accordance with the applicable codes, standards, policies, and procedures of the division. • Also coordinate on all Alcohol and Marijuana Control Board liquor licenses, home child care licenses, home foster care licenses and assisted living home licenses. Process and evaluate permit applications and issue or deny a permit in accordance with the applicable codes, standards, policies, and procedures of the department and or division.

Percentage Total: 100%

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.).

- Personal computer - daily
- Microsoft Office Systems – Word, Excel, Access, PowerPoint, Outlook - daily
- Printer/copier/fax - daily
- Internet Explorer - daily
- Electronic data base (Hansen & ARMS) - daily

- APSIN/NCIC/NLETS – 1-2 times a week
- ISO Claim Search – 1-2 times a 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.).

- Motor vehicle - daily; other various means of conveyance available
- Mobile and portable radio - daily
- Office equipment - daily
- Fax and telephones (cellular phone and wired phone) - daily
- Weapon – daily
- Ammunition - daily
- Handcuffs – daily
- Cold weather gear – daily (winter)

- Digital recorder – 1-2 times a week
- Video and photographic equipment – 1-2 times a week
- Toxic gas/air monitoring - 1-2 times a week
- Fire investigation equipment (hand tools i.e. shovels, brooms, chisel, hammer, etc.) – 1-2 times a month
- Generator with portable lights – 1-2 times a month
- Battery tool kit (light, circular saw, drill and reciprocating saw) – 1-2 times a month
- Half face respirator mask – 1-2 times a month
- Electric test equipment and meter – 1-2 times a month
- Ladders - 1-2 times a month

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 Administrative Code – for research - daily
- International Building/Fire/Fuel Gas/Mechanical Code - for research - daily
- National Fire Protection Association Codes – for research - daily
- State of Alaska Operator's Manual for State vehicles and equipment - daily
- Department of Public Safety Operating Procedure Manual – to make decisions concerning department policy - daily
- Division of Fire Prevention Standard Operating Guideline - to ensure standards are being met - daily
- Various technical publications – to keep abreast of changing technologies - daily

- Report Writing Manual - to ensure reports are properly completed - 1-2 times a week
- Alaska State Statutes – research to determine charges and violations of law - 1-2 times a month
- Federal OSHA Regulations, (regarding hazcom and bloodborne pathogens standards) - monthly
- Legal Bulletins – to keep abreast of recent court decisions - monthly
- PSEA contract - to ensure compliance with contractual obligations - weekly

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.

This position has the authority with approval to commit the Division to fire inspection and investigation programs that assist in the ability of the Division to meet the mission of preventing the loss of life and property to fire and explosion.

The following decisions are made on a regular basis by this position. Policies mandated by the Department of Public Safety and the Division of Fire and Life Safety and/or rules and regulations governing the Life Safety Inspection Bureau.

Make decisions daily regarding fire inspection/fire investigation efforts and techniques used to inspect/investigate and document deficiencies/crimes throughout the State of Alaska.

Comply with all rules and regulations as they pertain to the use of state-owned vehicles, fire investigation equipment and fire code enforcement and investigation equipment.

Comply with officer safety procedures for personnel in the bureau; to include traveling, inspecting, and investigating.

This position is a liaison between the bureau and AST, law enforcement officers, village public safety officers, and fire chief's statewide concerning fire investigations and juvenile firesetters on a weekly basis.

The incumbent provides technical knowledge in the area of fire inspections, fire investigations, fireworks, fire systems permits, fire prevention and public education.

Procure materials for fire inspection/investigation training and educational program delivery to AST, VPSO's and other agencies.

Make policy and procedural changes with few limitations. The Director is informed of such issues (i.e. stopwork), although prior approval is not required in most cases.

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.

- This position interacts with state, local, and federal law enforcement agencies on a daily basis.
- This position interacts with the other divisions within the Department of Public Safety on a daily basis.
- This position interacts with a wide variety of other State and Federal agencies on a daily basis.
- This position interacts with representatives from fire departments and public throughout Alaska on a daily basis.
- This position interacts with the Alaska Fire Standards Council throughout the year.
- This position interacts with State legislative representatives on occasion.

- This position interacts with the media in the absence of the Department of Public Safety Public Information Officer.

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?

This position complies with highly complex fire and life safety programs on a daily basis and makes decisions regarding compliance with applicable State fire codes, ordinances, laws, regulations, and standards through the course of fire inspections and investigations. The non-compliance of programs and personnel in these cases could result in discipline, criminal or civil liability, injury or death of a law enforcement officer, deputy fire marshal, student, or to the public.

If this position fails to comply and enforce safety standards and guidelines to include the field training and evaluation program, it could result in the injury or death of a deputy fire marshal and/or public.

If this position fails to adequately research applicable State fire codes, ordinances, laws, regulations, and standards, it is possible that the Deputy Fire Marshal could give erroneous information or advice to a member of the public which could result in injury or death of that person.

If this position fails to get approval on purchases for the Bureau, a budget shortfall could occur requiring the Division to lay-off staff.

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

Ability to read, comprehend and enforce the rules and procedures for the Life Safety Inspection Bureau and be able to effectively communicate those to superiors, peers and general public, both orally and in writing.

Ability to write correspondence related to work, work with minimal supervision and independently and prioritize the workload, perform fire inspection and fire investigation functions and perform other duties as requested.

Have working knowledge of computer systems and software in a business environment, including word excel spreadsheets, electronic databases, etc. Also presentation software such as PowerPoint.

Apply with 100% accuracy the use of force continuum up to lethal force.

Ability to deal with many different types of organizations and people, from federal government officials to residents of small rural communities.

Comply with divisional procedures and regulations of the safe use of State vehicles and fire investigation equipment.

Perform research and analysis on fire related activities.

Have knowledge of legal issues related to fire inspection and fire investigation.

Ability to protect "right to privacy" for persons named in the files.

Provide security for the Bureau and its files.

Ability to observe and photograph fire fatality autopsies.

Able to step into the supervisor`s role of the Life Safety Inspection Bureau when appointed.

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).

- Certification Fire Inspector I & II – Division Standard Operating Guideline
- Certification as a Building Plans Examiner – Division Standard Operating Guideline
- Certification as Mechanical Inspector – Division Standard Operating Guideline Alaska Police Standard Council
- Certification – Department Operating Procedure Manual and Division Standard Operating Guideline
- State of Alaska Fire Investigator Certification – Division Standard Operating Guideline
- Hazardous Communication Trained – Division Standard Operating Guideline
- Bloodborne Pathogen Trained – Department Operating Procedure Manual and Division Standard Operating Guideline
- Valid Alaska Driver`s License – Department Operating Procedure Manual and Division Standard Operating Guideline
- CPR Trained – Department Operating Procedure Manual and Division Standard Operating Guideline
- First Aid Trained – Department Operating Procedure Manual and Division Standard Operating Guideline

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			O	
Reaching above shoulder level				F
Reaching below shoulder level				F
Ascending or descending using a ladder or other conveyance			O	
Climbing stairs				F
Driving cars, light duty trucks				F
Driving heavy duty vehicles		P		
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			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			O	
Lifting/carrying more than 50 pounds			O	
Pushing/pulling up to 25 pounds				F
Pushing/pulling 26-50 pounds			O	
Pushing/pulling more than 50 pounds			O	
Balancing on moving surfaces			O	
Balancing on narrow surfaces			O	
Balancing on slippery surfaces			O	
Balancing on uneven surfaces			O	
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		P		
Distinguishing tastes				F

4.2 Work Environment

Title	Rating			
	N	P	O	F
Work in/exposure to inclement weather				F
Work in/exposure to cold water			O	
Work/live in remote field sites				F
Work in confined areas (under desks, in heating vents, etc.)			O	
Exposure to dust, chemicals, or fumes			O	
Exposure to hazardous equipment (e.g., guns, chainsaws, explosives)				F
Exposure to electrical current (not outlets)				F
Swimming/scuba diving		P		
Work at heights up to 25 feet (e.g., towers, poles)				F
Work at heights over 25 feet (e.g., towers, poles)			O	
Work in urban or highway traffic (other than driving)			O	
Work around moving machinery or mobile equipment			O	
Work around moving mechanical parts				F
Work on and off moving equipment		P		
Work on slippery or uneven surfaces			O	
Work/travel in boat/small aircraft/helicopters				F

Exposure to high noise levels			O	
Exposure to infection, germs, or contagious diseases (e.g., hospital, lab, clinic, etc.)			O	
Exposure to blood, body fluid, or materials potentially contaminated by blood or body fluids (e.g., hospital, lab, clinic, public protection environment)			O	
Exposure to needles or sharp implements (e.g., hospital, kitchens)		P		
Use of hot equipment (e.g., kitchen ovens, lab equipment)			O	
Exposure to wild/dangerous animals			O	
Exposure to insect bites or stings			O	
Exposure to aggressive/angry people in a public protection environment (e.g.: State Troopers, Correctional Officers, Probation Officer)			O	
Exposure to aggressive/angry people in the work environment			O	

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.

5. Supervisory Authority

This page must be completed if PCN **122011** is assigned supervisory or lead level authority (this includes Labor, Trades and Crafts foreman positions). In the chart below, list each position PCN **122011** supervises or leads. Record **122011** 's level of authority for each area of responsibility according to the definitions below. Subordinate positions listed must be consistent with those reflected on the staffing chart, and levels of authority must be substantiated in all other applicable portions of the PD (i.e. duties, guides, actions, decisions).

Note: These ratings are not dependent upon whether the position has actually exercised the authority, but rather what level is assigned.

Level Definition of Level of Authority Assigned

- 1 = Has authority to take action; notification to supervisor may or may not be necessary afterward.
- 2 = Effectively recommends and discusses decision with supervisor; then takes action.
- 3 = Presents recommendations to supervisor; supervisor makes decision and directs position to take action.
- 4 = No authority to take or recommend action.

Is PCN **122011** assigned supervisory or lead level authority for one or more of the responsibilities listed in the chart below? **No** If no, skip this section.

PCN 122011 's Responsibilities and Assigned Level of Authority									
Positions Directly Supervised or Led by PCN 122011	Employ (includes authority to hire, transfer, layoff, OR recall)	Discipline (includes authority to suspend, demote, OR issue written warnings)	Discharge	Adjudicate Grievances (includes authority to respond to a first level grievance under a collective bargaining agreement)	Assign Work	Set Task Priorities	Check Quality of Work	Evaluate Performance	Instruct & Train Staff
None									



STATE OF ALASKA

Position Description

**Position Control
Number (PCN):**

122011

Class Title:
Deputy Fire Marshal 1

Recruitment Type: Flexibly Staffed

1. Position Control Information

Class Title: Deputy Fire Marshal 1		Title Code: PJ02A1	Grade: 75
		Salary Schedule:	500
Bargaining Unit: Public Safety Officer's Unit		Bargaining Unit Code:	AA
Department: Public Safety		Department Number: 12	
Division: Fire and Life Safety			
Region/Section/Unit: Statewide			
Location: Anchorage		Location Code: EBA	
Time Class: Full Time/OMB Authorized	Seasonal Code:	FR - Full time regular	Time Class Code: FACL
FLSA Exempt: No		Strike Class: 1	
Position requires the incumbent to possess a Commercial Driver's License (CDL), to maintain registration with the federal CDL Drug & Alcohol Testing Clearinghouse, and to provide consent to the Employer to review driver information in accordance with 49 CFR 382:			
			No
Position requires possession of, or access to, firearms or ammunition:			
Yes			
Home Unit: ZFOP			
AKPAY Organizational Routing Code: 12013001			
Labor Distribution Code (LDP): N/A			
Physical Work Address: 3000 C St Suite 105 Anchorage, AK 99503			
Work Phone: (907)269-5506			
Supervisor Information			
PCN: 122027 Title: Deputy Fire Marshal 3			
Physical Work Address: 5700 E Tudor Rd Anchorage			
Work Phone: 907-269-5482			

Type of Action:	Update, Salary Range Change
Effective Date:	06/12/2023
Division of Personnel Section:	Classification
Reviewed By:	Elizabeth Miller, Human Resource Consultant 2, on 06/05/2023
Approved By:	Robert Montoya, Human Resource Consultant 4, on 06/09/2023
Closed out by:	Don Wright, Human Resource Technician 2, on 07/10/2023

2. Duties

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

This position learns to enforce State Laws and Regulations in the field of Fire Prevention, Fire Inspections, Fire Investigations, and Plan Reviews statewide. Also, to provide fire prevention and investigation training.

Meet the Department of Public Safety law enforcement background and selection standards required and successfully complete the Alaska Law Enforcement Training Academy. Also complete training prescribed by the Alaska Police Standards Council certification for police officer commission, complete training prescribed by Alaska Fire Standards Council for Certified Fire Investigator (CFI), and all required International Code Council (ICC) certifications.

Carry firearms and demonstrate practical and proficiency in the safe use and care of firearms.

Establish and maintain cooperative, effective, and productive working relationships with fire inspectors, fire investigators, builders, developers, other staff, other state and federal agencies, and multi-cultural Alaskans using tact, patience and courtesy.

In the absence of supervisor, the supervisor will appoint a DFM I to assume responsibilities and roles to ensure the standards of operation are met and sustained.

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: Alaska Law Enforcement Training		
E/M	% of Time	Duty Statement
E	30 %	Attend and successfully complete the Public Safety Training Academy's Alaska Law Enforcement Training course in criminal investigation, police procedure, laws, and physical skills. • Train in criminal justice • Train in Investigations • Train in traffic violations • Train in communications • Train in driving and emergency vehicle operations • Train in use of firearms, including handgun, patrol rifle, and shotgun • Train in physical fitness and defensive tactics Successfully complete field training and obtain a basic police certificate from the Alaska Police Standards Council.

Functional Area Title: Fire Inspection Training		
E/M	% of Time	Duty Statement
E	30 %	Train in Fire Inspection, pass examinations for, and obtain the International Fire Inspector I certification. • Train in written correspondence. • Train in fire and life safety inspection reports, forms, and checklists. • Train in permits and plan review. • Train in investigating complaints.

- Train in codes, standards, and regulations.
- Train in legal proceedings.
- Train in policies, procedures, and guidelines.
- Train in occupancy classifications and occupant load for single-use and multi-use buildings.
- Train in egress elements of a building or portion of a building.
- Train in building construction types.
- Train in fire protection systems.
- Train in equipment, processes, and operations for hazardous conditions.
- Train in interior finishes and contents.
- Train in emergency planning.
- Train in storage, handling, and use of hazardous substances or materials and flammable and combustible liquids and gases.
- Train in heating, ventilation, and air conditioner building services.

Functional Area Title: Fire Investigation Training

E/M	% of Time	Duty Statement
E	40 %	Train in Fire Investigation, pass examinations for, and obtain the Alaska Fire Investigator Technician certification. • Train in the Alaska Fire Standards Council designated online core modules through CFITrainer.net. 1. Digital Photography and the Fire Investigator 2. Documenting the Event 3. Electrical Safety 4. Ethics and the Fire Investigator 5. Fire Investigator Scene Safety 6. Fundamentals of Interviewing 7. Fundamentals of Residential Building Construction 8. Introduction to Evidence 9. Investigating Fatal Fires 10. Investigating Motor Vehicle Fires 11. Physical Evidence at the Fire Scene 12. The HAZWOPER Standard 13. The Practical Application of the Relationship Between NFPA 1033 and NFPA 921 14. The Scientific Method for Fire and Explosion Investigation 15. Wildland Fires Investigation Attend and successfully complete the National Fire Academy Fire/Arson Origin and Cause Investigation course. • Train in securing fire ground. • Train in exterior survey and interior survey. • Train in fire patterns. • Train in fire debris. • Train in reconstructing fire scene. • Train in building systems. • Train in explosive effects. • Train in diagraming and photographing fire scene. • Train in investigative notes. • Train in victim and fatality management. • Train in evidence recognition, collection, and disposal. • Train in interviews and evaluating interview data. • Train in gathering and evaluating investigative file. • Train in expert resources. • Train in evidence as motive or opportunity. • Train in written reports. • Train in investigative findings and delivering legal testimony.

		Successfully complete fire investigator field training and pass the Alaska Fire Standards Council Certified Fire Investigator examination.
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Percentage Total: 100%

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.).

- Personal computer - daily
- Microsoft Office Systems – Word, Excel, Access, PowerPoint, Outlook - daily
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- Fax and telephones (cellular phone and wired phone) - daily
- Weapon – daily
- Ammunition - daily
- Handcuffs – daily
- Cold weather gear – daily (winter)
- Digital recorder – 1-2 times a week
- Video and photographic equipment – 1-2 times a week
- Toxic gas/air monitoring - 1-2 times a week
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- Half face respirator mask – 1-2 times a month
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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.

This position has the authority with approval to commit the Division to fire inspection and investigation programs that assist in the ability of the Division to meet the mission of preventing the loss of life and property to fire and explosion.

The following decisions are made on a regular basis by this position. Policies mandated by the Department of Public Safety and the Division of Fire and Life Safety and/or rules and regulations governing the Life Safety Inspection Bureau.

Make decisions daily regarding fire inspection/fire investigation efforts and techniques used to inspect/investigate and document deficiencies/crimes throughout the State of Alaska.

Comply with all rules and regulations as they pertain to the use of state-owned vehicles, fire investigation equipment and fire code enforcement and investigation equipment.

Comply with officer safety procedures for personnel in the bureau; to include traveling, inspecting, and investigating.

This position is a liaison between the bureau and AST, law enforcement officers, village public safety officers, and fire chief's statewide concerning fire investigations and juvenile firesetters on a weekly basis.

The incumbent provides technical knowledge in the area of fire inspections, fire investigations, fireworks, fire systems permits, fire prevention and public education.

Procure materials for fire inspection/investigation training and educational program delivery to AST, VPSO's and other agencies.

Make policy and procedural changes with few limitations. The Director is informed of such issues (i.e. stopwork), although prior approval is not required in most cases.

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.

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If this position fails to adequately research applicable State fire codes, ordinances, laws, regulations, and standards, it is possible that the Deputy Fire Marshal could give erroneous information or advice to a member of the public which could result in injury or death of that person.

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Ability to write correspondence related to work, work with minimal supervision and independently and prioritize the workload, perform fire inspection and fire investigation functions and perform other duties as requested.

Have working knowledge of computer systems and software in a business environment, including word excel spreadsheets, electronic databases, etc. Also presentation software such as PowerPoint.

Apply with 100% accuracy the use of force continuum up to lethal force.

Ability to deal with many different types of organizations and people, from federal government officials to residents of small rural communities.

Comply with divisional procedures and regulations of the safe use of State vehicles and fire investigation equipment.

Perform research and analysis on fire related activities.

Have knowledge of legal issues related to fire inspection and fire investigation.

Ability to protect "right to privacy" for persons named in the files.

Provide security for the Bureau and its files.

Ability to observe and photograph fire fatality autopsies.

Able to step into the supervisor's role of the Life Safety Inspection Bureau when appointed.

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).

- Certification Fire Inspector I & II – Division Standard Operating Guideline
- Certification as a Building Plans Examiner – Division Standard Operating Guideline
- Certification as Mechanical Inspector – Division Standard Operating Guideline Alaska Police Standard Council
- Certification – Department Operating Procedure Manual and Division Standard Operating Guideline
- State of Alaska Fire Investigator Certification – Division Standard Operating Guideline
- Hazardous Communication Trained – Division Standard Operating Guideline

- Bloodborne Pathogen Trained – Department Operating Procedure Manual and Division Standard Operating Guideline
- Valid Alaska Driver's License – Department Operating Procedure Manual and Division Standard Operating Guideline
- CPR Trained – Department Operating Procedure Manual and Division Standard Operating Guideline
- First Aid Trained – Department Operating Procedure Manual and Division Standard Operating Guideline

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			O	
Reaching above shoulder level				F
Reaching below shoulder level				F
Ascending or descending using a ladder or other conveyance			O	
Climbing stairs				F
Driving cars, light duty trucks				F
Driving heavy duty vehicles		P		
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			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			O	
Lifting/carrying more than 50 pounds			O	
Pushing/pulling up to 25 pounds				F
Pushing/pulling 26-50 pounds			O	
Pushing/pulling more than 50 pounds			O	
Balancing on moving surfaces			O	
Balancing on narrow surfaces			O	
Balancing on slippery surfaces			O	
Balancing on uneven surfaces			O	
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		P		
Distinguishing tastes		P		

4.2 Work Environment

Title	Rating			
	N	P	O	F
Work in/exposure to inclement weather				F
Work in/exposure to cold water			O	
Work/live in remote field sites				F
Work in confined areas (under desks, in heating vents, etc.)			O	
Exposure to dust, chemicals, or fumes			O	
Exposure to hazardous equipment (e.g., guns, chainsaws, explosives)				F
Exposure to electrical current (not outlets)				F
Swimming/scuba diving		P		
Work at heights up to 25 feet (e.g., towers, poles)				F
Work at heights over 25 feet (e.g., towers, poles)			O	
Work in urban or highway traffic (other than driving)			O	
Work around moving machinery or mobile equipment			O	
Work around moving mechanical parts			O	
Work on and off moving equipment		P		
Work on slippery or uneven surfaces			O	
Work/travel in boat/small aircraft/helicopters				F

Exposure to high noise levels			O	
Exposure to infection, germs, or contagious diseases (e.g., hospital, lab, clinic, etc.)			O	
Exposure to blood, body fluid, or materials potentially contaminated by blood or body fluids (e.g., hospital, lab, clinic, public protection environment)			O	
Exposure to needles or sharp implements (e.g., hospital, kitchens)		P		
Use of hot equipment (e.g., kitchen ovens, lab equipment)			O	
Exposure to wild/dangerous animals			O	
Exposure to insect bites or stings			O	
Exposure to aggressive/angry people in a public protection environment			O	

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.

5. Supervisory Authority

This page must be completed if PCN **122011** is assigned supervisory or lead level authority (this includes Labor, Trades and Crafts foreman positions). In the chart below, list each position PCN **122011** supervises or leads. Record **122011** 's level of authority for each area of responsibility according to the definitions below. Subordinate positions listed must be consistent with those reflected on the staffing chart, and levels of authority must be substantiated in all other applicable portions of the PD (i.e. duties, guides, actions, decisions).

Note: These ratings are not dependent upon whether the position has actually exercised the authority, but rather what level is assigned.

Level Definition of Level of Authority Assigned

- 1 = Has authority to take action; notification to supervisor may or may not be necessary afterward.
- 2 = Effectively recommends and discusses decision with supervisor; then takes action.
- 3 = Presents recommendations to supervisor; supervisor makes decision and directs position to take action.
- 4 = No authority to take or recommend action.

Is PCN **122011** assigned supervisory or lead level authority for one or more of the responsibilities listed in the chart below? **No** If no, skip this section.

PCN 122011 's Responsibilities and Assigned Level of Authority									
Positions Directly Supervised or Led by PCN 122011	Employ (includes authority to hire, transfer, layoff, OR recall)	Discipline (includes authority to suspend, demote, OR issue written warnings)	Discharge	Adjudicate Grievances (includes authority to respond to a first level grievance under a collective bargaining agreement)	Assign Work	Set Task Priorities	Check Quality of Work	Evaluate Performance	Instruct & Train Staff
None									

6. Department Request & Certification

Information at Time of Request

Bargaining Unit:	Bargaining Unit Code:
Department:	Department Number:
Division:	
Region/Section/Unit:	
Location:	Location Code:
Time Class:	Time Class Code:
Position requires the incumbent to possess a Commercial Driver's License (CDL), to maintain registration with the federal CDL Drug & Alcohol Testing Clearinghouse, and to provide consent to the Employer to review driver information in accordance with 49 CFR 382:	
Position requires possession of, or access to, firearms or ammunition:	
Physical Work Address: , Work Phone:	
Supervisor Information PCN: Title: Physical Work Address: Work Phone:	

Requested Changes

Class Title: ▶ Deputy Fire Marshal 2 ◀	Code: ▶ P7864 Grade: ▶ 76
Deputy Fire Marshal 1	74
Bargaining Unit: Public Safety Officer's Unit	Bargaining Unit Code: AA
Department: Public Safety	Department Number: 12
Division: Fire and Life Safety	
Region/Section/Unit: Statewide	
Location: Anchorage	Location Code: EBA
Time Class: Full Time/OMB Authorized	Time Class Code: FACL
Position requires the incumbent to possess a Commercial Driver's License (CDL), to maintain registration with the federal CDL Drug & Alcohol Testing Clearinghouse, and to provide consent to the Employer to review driver information in accordance with 49 CFR 382:	
No	
Position requires possession of, or access to, firearms or ammunition:	
Yes	
AKPAY Organizational Routing Code: 12013001	
Home Unit: ZFOP	
Physical Work Address: 5700 E Tudor Road, Anchorage	
Work Phone: 907-269-5506	

Supervisor Information**PCN:** 122027 **Title:** Deputy Fire Marshal II**Physical Work Address:** 5700 E Tudor Rd Anchorage**Work Phone:** 907-269-5482**Requested Actions**

Update

Reason for the Request

Added a paragraph to section 2.2 - Fire Code Enforcement and Investigation - Field Training Program

Does this submission require OMB Approval?

No

If yes, has it been approved by the OMB?**If no, please select the criteria which approves this submission:**

Position submitted for update or reclass of two or fewer ranges

American Recovery and Reinvestment Act

Is this permanent position established to work on ARRA (American Recovery and Reinvestment Act) related projects/assignments?

No

Certification**Supervisor**

I certify that the information provided in this submission is accurate and complete to the best of my knowledge.

Jeff Morton, Deputy Fire Marshal 3, on 12/23/2022

Division

I certify that the information provided in this submission is accurate and complete to the best of my knowledge.

Jordan Rubio, Administrative Officer 2, on 12/27/2022

Department

I certify that the information provided in this submission is accurate and complete to the best of my knowledge and the required budgetary authorization exists to implement the requested action.

Elizabeth Freeman, Division Operations Manager, on 12/27/2022

7. Staffing Chart & Attachments

Org Chart

DFM1-2FlexPlan

8. Classification Analysis

Contact:

Contact was made with Lloyd Nakano (Assistant State Fire Marshal) regarding the updates to the Deputy Fire Marshal class specifications as part of the classification study.

Analysis:

All duties, responsibilities, and authorities listed within this position description were considered for this analysis.

At the Deputy Fire Marshal 1 level, PCN 122011 learns to enforce State laws and regulations in the field of fire prevention, fire inspections, fire investigations, and plan reviews statewide. Incumbents at this level must successfully complete the Alaska Law Enforcement Training Academy, Alaska Police Standards Council certification for police officer commission, training prescribed by Alaska Fire Standards Council for Certified Fire Investigator, and all required International Code Council certifications. At this level, PCN 122011 is trained in fire and life safety inspection reports, permits and plan reviews, investigating complaints, fire codes, and fire investigations. These duties and characteristics align with the Deputy Fire Marshal 1 job class in which incumbents participate in a training program and learn to apply fire and life safety and law enforcement principles and practices.

At the Deputy Fire Marshal 2 level, PCN 122011 enforces State laws and regulations in the field of fire prevention, fire inspections, fire investigations, and plan reviews statewide. At this level, incumbents conduct fire and life safety surveys of buildings to ensure compliance with fire codes, perform follow-up inspections regarding special actions and corrections to be complied with, provide fire prevention and investigation training, and provide expert witness testimony in court regarding fire code and safety violations. PCN 122011 responds to fires anywhere within the state, conducts fire investigations to determine the cause, and is responsible for complete case management from beginning to end. These duties and characteristics align with the Deputy Fire Marshal 2 job class in which incumbents perform at the journey level and conduct fire and life safety surveys of buildings, investigate questionable conditions, prepare safety reports, and testify as to circumstances and incidents for court proceedings.

As a flexibly staffed position, the Department of Public Safety may fill the position at either level. The department may request reallocation to the higher level when: the incumbent completes the approved flex training plan; the supervisor certifies that the incumbent has met the minimum qualifications for the Deputy Fire Marshal 2 job class; and the incumbent is capable of performing at the higher level.

Conclusion:

PCN 122011 is allocated to the Deputy Fire Marshal 2 (Flex 1/2) job class. The position remains appropriately placed in the Public Safety Employees Association (DPS) Bargaining Unit. Lead-level authority is not assigned to the position.

FLSA Determination:

At both the Deputy Fire Marshal 1 and 2 levels, the employee in PCN 122011 does not meet the criteria for exemption under the Fair Labor Standards Act and is eligible for overtime.



ALASKA POLICE STANDARDS COUNCIL

F2

Health Questionnaire and Medical Examination Report

**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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