

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

ALASKA STATE EMPLOYEES
ASSOCIATION/AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
LOCAL 52 and ALASKA PUBLIC
EMPLOYEES ASSOCIATION/AFT

Plaintiffs,

vs.

STATE OF ALASKA, DEPARTMENT
OF ADMINISTRATION,

Defendant.

Case No.: 3AN-25-04636CI

**FIRST AMENDED COMPLAINT FOR
DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF**

Plaintiffs Alaska State Employees Association/American Federation of State, County and Municipal Employees Local 52 (“ASEA”) and Alaska Public Employees Association/AFT (“APEA”; collectively, “Plaintiffs”), by and through counsel Cashion Gilmore & Lindemuth, hereby file this first amended complaint against the Defendant State of Alaska, Department of Administration (“the Department”), by stating and alleging the following:

I. INTRODUCTION

1. The State of Alaska has faced a growing problem attracting and retaining State employees. The current statewide vacancy rate is over 16%.

2. Due to growing concerns about the State’s ability to attract and retain good employees, the legislature appropriated \$1 million for a Statewide Salary Study (“Salary Study”) in 2023. No similar study has been completed since 2009.

3. In the same appropriation bill that authorized the Salary Study, the legislature also expressly directed and appropriated funds so that salaries would be set at the 65th percentile of the market. In fact, this appropriation bill explicitly stated that: “[i]t is the intent of the legislature that the Division of Personnel set the job classification salary alignment to the 65th percentile.” The Governor signed this appropriation bill.

4. The Department is the executive agency charged with procuring the Salary Study with the funds that had been appropriated by the legislature.

5. The Department issued a Request for Proposal (“the RFP”) in October 2023, and subsequently contracted with The Segal Company (Western States), Inc. (“Segal”) in December 2023.¹ The Salary Study was to be completed by June 30, 2024.

6. Consistent with the legislature’s appropriation bill, the RFP — which was incorporated into the contract between the State and Segal — recognized that “the State’s

¹ The original RFP (without attachments) is attached as Exhibit 1 (Oct. 12, 2023). Exhibit 2 is the Contract with Segal, and Exhibits 3-6 are the four amendments to the Contract.

practice is to be competitive with the market; therefore the State typically measures its competitiveness against the 65th percentile (i.e., the data point where 35% pay above and 65% below),” and required Segal to prepare its report comparing State salaries to the 65th percentile of the market for each position.²

7. Segal timely completed the Salary Study, which included analyzing competitiveness based on the 65th percentile, by June 30, 2024. Yet the Department has refused to release the Salary Study by falsely claiming it is an incomplete draft.

8. Instead of releasing the Salary Study, the Department has entered into a series of amendments with Segal. One of these amendments actually directs Segal to complete “a new version” of the Salary Study by analyzing competitiveness based on the 50th percentile for most State positions.³ And the most recent amendment does not require Segal to complete its work on the revised Salary Study until June 30, 2025, which is over a year after the Salary Study was first complete, and is well after the end of the current legislative session.

9. It appears that the Department intends to ignore the clear direction and appropriation from the legislature by surreptitiously changing the State’s longstanding policy of setting State salaries at the 65th percentile, which is designed to make State employment competitive in the marketplace. This will likely exacerbate the State’s

² See Exhibit 1 at 12.

³ See Exhibit 4 at 2 (Aug. 26, 2024).

problem with attracting and retaining qualified State employees and diminish the utility and accuracy of the Salary Study.

10. ASEA and APEA, along with a number of other parties and journalists, submitted public records requests to obtain the Salary Study and all related documents, including communications that would confirm the Department's intent to scuttle and "bury" the original Salary Study that the legislature directed it to procure.

11. The Department denied APEA public records request by email on October 31, 2024, and again on November 14, 2024.

12. The Department denied ASEA's public records request by letter dated January 16, 2025.

13. ASEA and the Department are actively negotiating a new three-year collective bargaining agreement, and must submit State employee pay proposals to the legislature by March 22, 2025 under AS 23.40.215.

14. APEA and the Department are actively negotiating a new contract with the Confidential Employees Association Local #6133. APEA also represents Supervisory Unit Local #4900; although that collective bargaining unit is not actively negotiating a new contract, it will be in the future.

15. ASEA, APEA, and the legislature need immediate access to the Salary Study so that State salaries are appropriately set and funded in this year's appropriation bill.

II. PARTIES

16. Plaintiff ASEA is a labor union that represents more than 8,000 State and Municipal employees. ASEA is the largest public employee union of State and Municipal employees, and is charged with negotiating salaries with the Department of Administration for its State employee bargaining unit members — i.e., the majority of the State’s employees. ASEA is currently in contract negotiations with the State and requires immediate access to the Salary Study, along with all related documents, to effectively represent its members.

17. Plaintiff APEA is the oldest public sector labor union in Alaska, and represents more than 6,000 State and Municipal employees, including State of Alaska supervisors and confidential employees. APEA is charged with negotiating salaries with the Department of Administration for its State employee bargaining unit members. APEA is currently in contract negotiations with the State for the local Confidential Employees Association, and requires immediate access to the Salary Study, along with all related documents, to effectively represent its members.

18. Defendant Department of Administration is the executive agency charged with procuring the Salary Study with the funds appropriated by the legislature. Although the Department procured the Salary Study after issuing an RFP, it has refused to release that study to the public or the legislature. The Department denied APEA’s public records request for the salary study and related documents by emails on October 31 and

November 14, 2024. The Department also denied ASEA’s public records request for the salary study and all related documents by letter dated January 16, 2025.

III. JURISDICTION AND VENUE

19. This Court has jurisdiction over this dispute, as well as the ability to enter a declaratory judgment and provide injunctive relief, under AS 22.10.020.

20. Venue is proper in the Third Judicial District because the Department maintains offices and may be served in Anchorage, Alaska.

IV. RELEVANT FACTUAL ALLEGATIONS

21. Through AS 39.25.150, the legislature requires the Director of the Division of Personnel in the Department to prepare and maintain “a position classification plan for all positions in the classified and partially exempt services,” as well as a “pay plan” for all such positions. The pay plan “must provide for fair and reasonable compensation for services rendered and reflect the principle of like pay for like work.”

22. In interpreting this statute, the Department has had a longstanding policy — which has been in effect since at least Governor Sarah Palin’s administration — that the State aligns salaries to the range that closest approximates the 65th percentile of available market data. This policy has been expressly stated on the Department’s website to describe how State employee salaries are set.

23. Sometime in 2022 or earlier, the Department purported to have changed this policy, and stated on its website that it was aligning State employee salaries based on the 50th percentile of the market.

24. When ASEA learned of this change on the Department's website in early 2023, it alerted other unions, including APEA, and the legislature.

25. As part of his proposed FY2024 budget, the Governor requested that the legislature appropriate funds for the Salary Study.

26. The change to the Department's website, coupled with the proposal to conduct the Salary Study, led to discussions between the executive branch, the legislature, and key union representatives about the Department's purported change in policy regarding the alignment of State employee salaries.

27. As a result of those discussions, the State agreed to return to its longstanding policy of setting State salaries using the 65th percentile as a benchmark for the market.

28. The legislature also added intent language in that year's appropriation bill to confirm the results of those discussions: "It is the intent of the legislature that the Division of Personnel set the job classification salary alignment to the 65th percentile."

29. The Governor's request to fund the \$1 million Salary Study was passed by both houses and signed into the law by the Governor through the 2023 appropriations bill for FY2024.

30. Both the Salary Study and the legislature's intent language on the 65th percentile were contained in the same FY2024 appropriations bill, and neither were vetoed by the Governor.

31. After the legislature adjourned in 2023, the Department also changed its website to reflect that State salaries are based on the 65th percentile. In fact, in answering

the question “How is the pay range for my job determined?,” the Department’s website *currently* states that: “[t]he State’s policy is to target overall market competitiveness at the 65th percentile (the median and the point at which 35% of employers pay higher salaries and 65% pay lower salaries than the State.)” <https://doa.alaska.gov/dop/classification/compensationConcerns/>.⁴

32. On October 12, 2023, the Department issued the RFP seeking contractors to undertake the Salary Study as described in detail in that RFP.⁵

33. Segal was ultimately selected as the contractor to perform the Salary Study.

34. The Department entered into a contract with Segal using the State’s “Standard Agreement Form for Professional Services” on December 13, 2023 (“the Contract”).⁶

35. The RFP was expressly incorporated into the Contract.⁷

36. The period of performance for the Contract was December 13, 2023 to November 30, 2024.

37. The purpose of the Contract as described in Appendix C was “to provide a statewide salary study.”⁸

⁴ See Exhibit 7 (last accessed Feb. 10, 2025).

⁵ See Exhibit 1.

⁶ See Exhibit 2 (Dec. 13, 2023).

⁷ See Exhibit 2 at 5.

⁸ See Exhibit 2 at 5.

38. The RFP incorporated into the Contract also explicitly recognized that “the State’s practice is to be competitive with the market; therefore the State typically measures its competitiveness against the 65th percentile (i.e., the data point where 35% pay above and 65% below).”⁹ The RFP, and therefore the Contract, required Segal to prepare its report by comparing State salaries to the 65th percentile of the market for each position.

39. As described in the RFP:

“The State pay grade for a job is considered:

- Competitive when the salary rate differs from the 65th percentile by 10% or less.
- Highly Competitive when the salary rate differs from the 65th percentile by 5% or less.
- Misaligned when the salary rate differs from the 65th percentile by 10-15%, or more.”^[10]

40. The Contract provided that Segal was to be paid \$775,000 for the Salary Study, based on the hourly rates of Segal personnel to work on the study.¹¹

41. Segal was to “design a project plan to achieve the deliverable dates with mutual agreeable timeline and workplan” and was obligated to “meet the delivery and completion dates as outlined in [the RFP].”¹²

⁹ See Exhibit 1 at 12.

¹⁰ See Exhibit 1 at 12.

¹¹ See Exhibit 2 at 1, 8.

¹² See Exhibit 2 at 5.

42. The RFP required Segal to deliver the final Salary Study to the State no later than June 30, 2024.¹³ The State was not obligated to pay for work after the end of the Contract, but Segal remained obligated to complete its work if not timely performed.¹⁴

43. Upon information and belief, Segal timely delivered the completed Salary Study to the State on or before June 30, 2024.

44. The State has not declared Segal in breach of its contract, nor has Segal been terminated for nonperformance.

45. Upon information and belief, the Salary Study found that the majority of State salaries are “Misaligned,” meaning they vary from the 65th percentile of the relevant market by 10-15% or more.

46. The Department, knowing that it would have to substantially increase salaries of State employees across the board, quietly rejected Segal’s Salary Study and refused to release it.

47. Instead of releasing the Salary Study, the Department began to systematically modify the inputs of the Salary Study — by varying the requirements previously outlined in the RFP — to achieve “more favorable” results for the State as an

¹³ See Exhibit 1 at 28 (“***Final Report must be submitted by June 30, 2024***[.]” (emphasis in original)); see also *id.* at 27-28 (noting that a preliminary report “must be submitted by May 20, 2024” (emphasis omitted)).

¹⁴ See Exhibit 2 at 6.

employer, and at the expense of “fair and reasonable compensation for services rendered” required by AS 39.25.150.

48. The first amendment to the Contract, dated June 28, 2024, increased the amount of the Contract by \$25,000, to \$800,000 total, but did not amend the contract end date of November 30, 2024.¹⁵

49. The second amendment to the Contract, dated August 26, 2024 (“Amendment 2”), increased the amount of the Contract by another \$80,000 to \$880,000.¹⁶

50. Amendment 2 required Segal to produce a “new version” of the Salary Study by October 31, 2024.¹⁷

51. The version of Amendment 2 that the Department produced to ASEA and APEA was redacted, so neither ASEA nor APEA was able to determine what this “new version” of the Salary Study was meant to include.¹⁸

52. However, ASEA obtained an unredacted copy of this page of Amendment 2, which confirms that the sentence redacted by the Department reads, in full: “This amendment provides additional funding for additional analysis and reporting for a new version of the Salary Study report with one market [definition based on the]

¹⁵ See Exhibit 3 (June 28, 2024).

¹⁶ See Exhibit 4.

¹⁷ See Exhibit 4 at 1, 3.

¹⁸ See Exhibit 4 at 1, 3.

50th percentile[,] and another market definition of 65th percentile for Life, Health, and Safety jobs.”¹⁹

53. ASEA gave official notice of its intent to negotiate a successor Collective Bargaining Agreement with the State on September 26, 2024. The first formal negotiating session was scheduled for October 30, 2024.

54. ASEA asked for critical information in preparation for the negotiation, including the results of the Salary Study that had been completed in June 2024. ASEA also requested all documents under the Alaska Public Records Act, AS 40.25.100-.295.

55. APEA also asked for critical information in preparation for negotiations involving the local Confidential Employees Association, including the results of the Salary Study.

56. Instead of providing the Salary Study, the State claimed it was still in draft form, and again amended the contract.

57. The third amendment to the Contract dated October 29, 2024, extended the Contract completion date to December 31, 2024, without adding any additional compensation to the contract.²⁰

58. The fourth amendment to the Contract dated December 16, 2024 (“Amendment 4”), added another \$70,000 to the Contract for a total of \$950,000. But

¹⁹ See Exhibit 4 at 2.

²⁰ See Exhibit 5.

critically, Amendment 4 extended the completion date of the Salary Study to June 30, 2025.²¹ This is well after the legislature appropriates monies for State employee salaries and adjourns.

59. The Department failed to disclose the existence of Amendment 4 to ASEA, APEA, or the legislature until late January 2025.

60. The Governor announced his proposed FY2026 budget on December 12, 2024, several days before Amendment 4. His proposed FY2026 budget only accounts for modest increases in State employee salaries, far less than is called for in the Salary Study that was completed in June 2024.

61. On October 15, 2024 APEA submitted its own request for all documents related to the Salary Study under the Alaska Public Records Act, AS 40.25.100-.295.²²

62. On January 16, 2025, the Department officially denied ASEA's Public Records Act Request for the results of the Salary Study completed in June 2024.

63. On both October 31 and November 14, 2024 the Department officially denied APEA's Public Records Act Request for all correspondence, internal communications, draft, interim, and final products, and supporting documentation associated with the Salary Study.²³

²¹ See Exhibit 6.

²² See Exhibit 20 at 1-2 (Emails between APEA and the Department).

²³ See *id.* at 4-11; see also *id.* at 1-2.

64. The State has denied all known public records act requests for all documents associated with the Salary Study, except for the RFP, the Contract, and the amendments, although the State redacted Amendment 2 without a proper legal basis.²⁴

65. ASEA reiterated its public records request on January 29, 2025, in a letter to the Attorney General's Office as counsel for the Department, clarifying that it sought all documents related to the Salary Study commissioned by the State consistent with the RFP, including without limitation all documents that exist related to the Contract with Segal. ASEA explicitly stated that its request includes all drafts, correspondence, emails, notes, and any other public record that exists related to the Salary Study that was to be completed by no later than October 23, 2024, as well as all documents related to any amendment to the Contract.

66. In its January 29, 2025 letter, ASEA indicated its intent to file litigation if the Department did not produce the requested documents by February 7, 2025.

67. On February 6, 2025, the State confirmed its prior denial of the records request.

68. ASEA filed its original complaint on February 11, 2025. APEA now joins this proceeding via this First Amended Complaint.

²⁴ See Exhibit 4 at 1, 3.

V. CLAIMS

COUNT I: Alaska Public Records Act (AS 40.25.125)

69. ASEA and APEA reallege and incorporate by reference all previous and subsequent paragraphs as set forth herein.

70. When ASEA gave official notice of its intent to negotiate a successor Collective Bargaining Agreement with the State on September 26, 2024, it also officially requested the results of the Salary Study pursuant to the Alaska Public Records Act.

71. On January 16, 2025, the Department officially denied ASEA's Public Records Act Request for the results of the Salary Study completed in June 2024.

72. ASEA reiterated its request on January 29, 2025, clarifying that it sought all documents related to the Salary Study. The State again denied the records request on February 6, 2025.

73. On October 15, 2024 APEA requested all correspondence, internal communications, draft, interim, and final products, and supporting documentation associated with the Salary Study.

74. On October 31 and November 14, 2024, the Department officially denied APEA's Public Records Act Request for all correspondence, internal communications, draft, interim, and final products, and supporting documentation associated with the Salary Study.

75. The Salary Study that was completed in June 2024, as well as all communications, notes, and documents associated with the Department's attempt to modify the Salary Study, are not exempt from the Alaska Public Records Act.

76. The deliberative process privilege does not apply to ASEA's and APEA's Public Records Act Requests. When a third-party consultant (like Segal here) is engaged to conduct an *independent* review of State salaries, the State — by definition — has no discretion or opportunity to deliberate on the outcomes of what is intended to be an *independent* study or review.

77. Disclosure of the Salary Study that was completed in June 2024, as well as all communications, notes, and documents associated with the Department's attempt to modify the Salary Study, is in the public interest. The more than 8,000 state employees represented by ASEA, the 6,000 employees represented by APEA, as well as thousands of other State employees, have an interest in having their salaries set fairly. The public generally has an interest in attracting and retaining qualified state employees for the general health of our State, especially with the current vacancy rate exceeding 16%.

78. ASEA and APEA are entitled to an order declaring that the requested documents are public records under the Alaska Public Records Act and must be produced.

79. ASEA and APEA are also entitled to an injunction requiring the Department to immediately produce the requested documents.

COUNT II: Declaration of Violation of the Alaska Constitution

80. ASEA and APEA reallege and incorporate by reference all previous and subsequent paragraphs as set forth herein.

81. The Alaska Constitution gives the legislature the power to legislate and appropriate.²⁵

82. The Governor, including the executive branch, has no power to appropriate “or divert funds for a use the legislature did not approve.”²⁶

83. The legislature appropriated \$1 million for the Salary Study in the FY2024 appropriations bill.

84. The FY2024 appropriations bill also made it clear that “[i]t is the intent of the legislature that the Division of Personnel set the job classification salary alignment to the 65th percentile.”

85. The legislature’s intent language confirms the Department could not divert or expend funds for the Salary Study that was *not* based on the 65th percentile of the market, as it has done in the Second Amendment to the contract.²⁷

86. The Department contracted for and received the Salary Study based on a 65th percentile of the market analysis at a cost of \$775,000.

²⁵ See Alaska Const. art. II, §§ 1, 13.

²⁶ See *Alaska Legis. Council v. Knowles*, 21 P.3d 367, 372 (Alaska 2001).

²⁷ See *Alaska Legis. Council*, 21 P.3d at 377-81.

87. Segal delivered the Salary Study to the State on or before June 30, 2024, as it was required to do under the Contract.

88. The Department has since spent another \$175,000 through amendments to the Contract in violation of the intent language in the FY2024 appropriations bill and in violation of the appropriations clause of the Alaska Constitution.

89. ASEA and APEA are entitled to a declaration that the Department had no authority to obtain the Salary Study based on the 50th percentile of the relevant markets, and that the June 30, 2024 Salary Study produced by Segal must be treated as the final study or report under Alaska law.

COUNT III: Declaration of Requirements of Formal Rulemaking Under the Alaska Administrative Procedures Act

90. ASEA and APEA reallege and incorporate by reference all previous and subsequent paragraphs as set forth herein.

91. Even if the legislature had not directed the Department to use the 65th percentile to base State salaries as a valid exercise of its appropriation power, the State's longstanding policy of setting State employee salaries using the 65th percentile meets the definition of "regulation" under Alaska law.

92. The APA defines "regulation" broadly: "'regulation' means every rule, regulation, order, or standard of general application or the amendment, supplement, or revision of a rule, regulation, order, or standard adopted by a state agency to implement,

interpret, or make specific the law enforced or administered by it, or to govern its procedure[.]”²⁸

93. Under the APA, an agency (like the Division of Personnel) effectively adopts a regulation when it (1) implements, interprets, or makes specific a statutory directive that (2) impacts the agency’s dealings with the public.²⁹

94. The State’s longstanding policy to set salaries using the 65th percentile of the relevant market meets both of these criteria and therefore satisfies the definition of a “regulation” under the APA.

95. The APA requires that certain procedural steps must be taken before an agency regulation takes effect as outlined in AS 44.62.060, including allowing for public comment, so that the State may fully understand and evaluate any impacts of changing State policy.

96. Even if it did not violate State statutes or the constitutional directive set by the legislature in the FY2024 appropriation bill, ASEA and APEA are entitled to a declaration that the Department must undergo formal rulemaking if it wishes to change or amend its longstanding policy of setting State salaries in relation to the 65th percentile.

²⁸ AS 44.62.640(a)(3).

²⁹ See *Jerrel v. State*, 999 P.2d 138, 143 (Alaska 2000).

97. ASEA and APEA are also entitled to an order that any version of the Salary Study that uses benchmarks other than the 65th percentile do not comply with State law and cannot be used to set State employee pay.

PRAYER FOR RELIEF

Plaintiffs respectfully request from the Court:

A. An order declaring that all documents associated with the Salary Study are public records that must be produced by the Department to ASEA and APEA under AS 40.20.120 *et seq.*

B. An order for injunctive relief, both preliminary and permanent, requiring the Department to immediately produce all documents associated with the Salary Study, including but not limited to all prior versions or drafts of the Salary Study, all communications with Segal, and all other documents that exist, pursuant to AS 40.20.125;

C. An order declaring that the use of State monies appropriated by the legislature for FY2024 to fund the State Salary Survey that does not utilize the 65th percentile as a benchmark violates the appropriations clause of the Alaska Constitution;

D. An order declaring that, even if otherwise allowed by State law, the Department must undergo formal rulemaking required by the APA if it wishes to set State salaries off of the 50th percentile (or some other percentile) instead of the 65th percentile that has been a longstanding policy of the State;

E. An order that any version of the Salary Study that uses benchmarks other than the 65th percentile does not comply with State law, and cannot be used to set State employee pay;

F. An order awarding ASEA and APEA reasonable attorneys' fees and costs under Alaska law; and

G. An order granting any and all additional relief to which ASEA and APEA are entitled that the Court deems equitable and appropriate.

Respectfully submitted this 7th day of April, 2025.

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CERTIFICATE OF SERVICE

I hereby certify that on April 7, 2025, a copy of the foregoing document was served via email on the following attorneys of record:

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By: /s/ Todd Cowles

STATE OF ALASKA REQUEST FOR PROPOSALS



STATEWIDE SALARY STUDY RFP 2024-0200-0142 / 02-111-24

ISSUED OCTOBER 12, 2023

THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PERSONNEL & LABOR RELATIONS (DOPLR), IS SOLICITING PROPOSALS FOR A QUALIFIED OFFEROR TO PERFORM A COMPREHENSIVE SALARY STUDY OF THE STATE OF ALASKA'S EXECUTIVE BRANCH.

ISSUED BY:

DEPARTMENT OF ADMINISTRATION, OFFICE OF
PROCUREMENT AND PROPERTY
MANAGEMENT

PRIMARY CONTACT:

CHRISTINE MASH
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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.

TABLE OF CONTENTS

SECTION 1.	INTRODUCTION & INSTRUCTIONS.....	4
SEC. 1.01	PURPOSE OF THE RFP	4
SEC. 1.02	BUDGET	4
SEC. 1.03	DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04	PRIOR EXPERIENCE.....	4
SEC. 1.05	REQUIRED REVIEW	6
SEC. 1.06	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	6
SEC. 1.07	RETURN INSTRUCTIONS	6
SEC. 1.08	ASSISTANCE TO OFFERORS WITH A DISABILITY	6
SEC. 1.09	AMENDMENTS TO PROPOSALS	7
SEC. 1.10	AMENDMENTS TO THE RFP.....	7
SEC. 1.11	RFP SCHEDULE	7
SEC. 1.12	ALTERNATE PROPOSALS	7
SEC. 1.13	NEWS RELEASES	7
SECTION 2.	BACKGROUND INFORMATION.....	8
SEC. 2.01	BACKGROUND INFORMATION	8
SECTION 3.	SCOPE OF WORK & CONTRACT INFORMATION.....	13
SEC. 3.01	SCOPE OF WORK	13
SEC. 3.02	CONTRACT TERM AND WORK SCHEDULE	26
SEC. 3.03	DELIVERABLES	26
SEC. 3.04	CONTRACT TYPE	28
SEC. 3.05	PROPOSED PAYMENT PROCEDURES	28
SEC. 3.06	CONTRACT PAYMENT	28
SEC. 3.07	CONTRACT PRICE ADJUSTMENTS.....	29
SEC. 3.08	LOCATION OF WORK.....	29
SEC. 3.09	SUBCONTRACTORS.....	30
SEC. 3.10	CONTRACT PERSONNEL	30
SEC. 3.11	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	31
SEC. 3.12	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	31
SEC. 3.13	NONDISCLOSURE AND CONFIDENTIALITY	31
SEC. 3.14	INDEMNIFICATION.....	32
SEC. 3.15	INSURANCE REQUIREMENTS	32
SEC. 3.16	TERMINATION FOR DEFAULT	33
SECTION 4.	PROPOSAL FORMAT AND CONTENT.....	34
SEC. 4.01	RFP SUBMITTAL FORMS	34
SEC. 4.02	SPECIAL FORMATTING REQUIREMENTS	34
SEC. 4.03	OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A).....	34
SEC. 4.04	EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)	35
SEC. 4.05	UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)	36
SEC. 4.06	METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D).....	36
SEC. 4.07	MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E).....	36
SEC. 4.08	SUBCONTRACTORS (SUBMITTAL FORM F).....	36
SEC. 4.09	INTERVIEWS	36
SEC. 4.10	COST PROPOSAL (SUBMITTAL FORM G)	37
SECTION 5.	EVALUATION CRITERIA AND CONTRACTOR SELECTION	38
SEC. 5.01	SUMMARY OF EVALUATION PROCESS.....	38
SEC. 5.02	EVALUATION CRITERIA	38
SEC. 5.03	SCORING METHOD AND CALCULATION.....	39
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS.....	40
SEC. 5.05	UNDERSTANDING OF THE PROJECT.....	40
SEC. 5.06	METHODOLOGY USED FOR THE PROJECT	41
SEC. 5.07	MANAGEMENT PLAN FOR THE PROJECT	41
SEC. 5.08	INTERVIEWS	42
SEC. 5.09	CONTRACT COST (COST PROPOSAL)	42
SEC. 5.10	ALASKA OFFEROR PREFERENCE	43
SECTION 6.	GENERAL PROCESS AND LEGAL INFORMATION	44
SEC. 6.01	INFORMAL DEBRIEFING	44
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	44

SEC. 6.03	SITE INSPECTION	45
SEC. 6.04	CLARIFICATION OF OFFERS	45
SEC. 6.05	DISCUSSIONS WITH OFFERORS	45
SEC. 6.06	EVALUATION OF PROPOSALS	45
SEC. 6.07	CONTRACT NEGOTIATION	45
SEC. 6.08	FAILURE TO NEGOTIATE	46
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION	46
SEC. 6.10	PROTEST	46
SEC. 6.11	APPLICATION OF PREFERENCES.....	47
SEC. 6.12	ALASKA BIDDER PREFERENCE	47
SEC. 6.13	ALASKA VETERAN PREFERENCE.....	48
SEC. 6.14	STANDARD CONTRACT PROVISIONS	48
SEC. 6.15	QUALIFIED OFFERORS	49
SEC. 6.16	PROPOSAL AS PART OF THE CONTRACT	49
SEC. 6.17	ADDITIONAL TERMS AND CONDITIONS	49
SEC. 6.18	HUMAN TRAFFICKING	49
SEC. 6.19	RIGHT OF REJECTION	49
SEC. 6.20	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	50
SEC. 6.21	DISCLOSURE OF PROPOSAL CONTENTS	50
SEC. 6.22	ASSIGNMENT	51
SEC. 6.23	DISPUTES	51
SEC. 6.24	SEVERABILITY	51
SEC. 6.25	SUPPLEMENTAL TERMS AND CONDITIONS	51
SEC. 6.26	SOLICITATION ADVERTISING	51
SEC. 6.27	FEDERALLY IMPOSED TARIFFS	51
SECTION 7.	ATTACHMENTS	53
SEC. 7.01	ATTACHMENTS	53

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Administration, Division of Personnel & Labor Relations (DOPLR), is soliciting proposals for a qualified offeror to perform a comprehensive salary survey of the State of Alaska's Executive Branch. The purpose of this study is to gather accurate and up-to-date data on salary and compensation practices across various industries and job roles amongst public and private sector employers in order to compare these structures to those within the State of Alaska. This data will serve as a valuable resource for the State of Alaska to make informed decisions regarding employee salary and overall compensation.

SEC. 1.02 BUDGET

The Department of Administration, DOPLR, estimates a budget of \$800,000.00 dollars for completion of this project. Proposals priced at more than \$800,000.00 will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 P.M.** prevailing Alaska Standard Time on **OCTOBER 24, 2023**, 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:

The offeror's proposal must clearly demonstrate the below experience on Submittal Form B, Experience and Qualifications:

1. **Organization:**

A. The organization must have at least three years of experience performing:

- salary surveys.
- benefit surveys.
- economic consulting.
- AND/OR market research studies of a similar nature.

2. **Personnel:**

A. Project Manger

The offeror must clearly identify the individual who will serve as the Project Manager on Submittal Form B, Experience and Qualifications. The offeror's proposal must clearly demonstrate the Project Manager's experience. The identified Project Manager must have:

- At least three years of experience in the broad field of compensation AND/OR economics.

- AND have completed at least one salary or employee benefit related consulting project within the past three years.
- Experience managing or participating in salary or employee benefit surveys is extremely desirable.

B. Lead Analyst

The offeror must clearly identify the individual who will serve as the Lead Analyst on Submittal Form B, Experience and Qualifications. The offeror's proposal must clearly demonstrate the Lead Analyst's experience. The Lead Analyst must have:

- At least three years of experience in the broad field of compensation AND/OR economics.

C. Survey Leader

The offeror must clearly identify the individual who will serve as the Survey Leader on Submittal Form B, Experience and Qualifications. The offeror's proposal must clearly demonstrate the Survey Leader's experience. The Survey Leader must have:

- At least two years of experience in developing survey methodologies.

3. **Subcontractors:**

Subcontractors may be used for the roles identified below. The offeror's proposal must clearly demonstrate the experience for the **two roles** below.

A. Lead Analyst

The offeror must clearly identify the individual who will serve as the Lead Analyst on Submittal Form B, Experience and Qualifications. The offeror's proposal must clearly demonstrate the Lead Analyst's experience. The Lead Analyst must have:

- At least three years of experience in the broad field of compensation AND/OR economics.

B. Survey Leader

The offeror must clearly identify the individual who will serve as the Survey Leader on Submittal Form B, Experience and Qualifications. The offeror's proposal must clearly demonstrate the Survey Leader's experience. The Survey Leader must have:

- At least two years of experience in developing survey methodologies.

While three roles are identified above, an offeror may use multiple employees to meet the minimum requirements, so long as one is at least a full time Project Manager. As an example, a single person could be offered to fill the roles of both the Lead Analyst and the Survey Leader so long as that individual meet both sets of minimum requirements.

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. 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: Christine Mash, Email: doa.oppm.procurement@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit their proposals via email to the procurement officer in a single PDF file. The services proposal and cost proposal must be saved as separate PDF documents and emailed to doa.oppm.procurement@alaska.gov as separate, clearly labeled attachments, such as “Firm Name – Services Proposal.pdf” and “Firm Name – Cost Proposal.pdf”. 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 doa.oppm.procurement@alaska.gov 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		October 12, 2023
Last day of questions submittal		October 19, 2023
Deadline for Receipt of Proposals / Proposal Due Date	2:00 P.M. AKST	October 24, 2023
Proposal Evaluations Complete approximately		November 9, 2023
Interviews approximately		November 16, 2023
Notice of Intent to Award approximately		November 21, 2023
Contract Issued approximately		December 2, 2023

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 Administration, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.12 ALTERNATE PROPOSALS

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

SEC. 1.13 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The State of Alaska is in need of a comprehensive salary and compensation study for all Executive Branch jobs in the Classified and Partially Exempt service. The purpose of this study is to gather accurate and up-to-date data on salary and compensation practices across various industries and job roles amongst public and private sector employers in order to compare these structures to those within the State of Alaska. This data will serve as a valuable resource for the State of Alaska to make informed decisions regarding employee salary and overall compensation.

The information gained from this study will be used to identify and correct discrepancies in pay as compared to similar positions within the public and private sectors. Making State Executive Branch positions match the pay grades of private employees will increase applicant pools for State of Alaska positions by making the State a more competitive employer in a difficult job market. There is potential for cost savings because the study would also identify where the State is overpaying in comparison to public and private sector pay.

The following section provides a brief overview of the statutory requirements and the State of Alaska's classification plan.

Alaska Statute 39.25.150 requires the Director of the DOPLR to develop personnel rules. AS 39.25.150 states the following:

(1) the preparation, maintenance, and revision, by the director of personnel, subject to approval of the commissioner of administration and the personnel board, of a position classification plan for all positions in the classified and partially exempt services; the position classification plan must include

(A) a grouping together of all positions into classes on the basis of duties and responsibilities.

(B) an appropriate title, a description of the duties and responsibilities, training and experience qualifications, and other necessary specifications for each class of positions.

(2) the preparation, maintenance, revision, and administration by the director of personnel of a pay plan for all positions in the classified and partially exempt services; the pay plan

(A) shall be based upon the position classification plan.

(B) must provide for fair and reasonable compensation for services rendered, and reflect the principle of like pay for like work.

(C) may be amended, approved, or disapproved by the legislature in regular or special session; after the pay plan is in effect, a salary or wage payment may not be made to a state employee covered by the plan unless the payment is in accordance with this chapter and the rules adopted under this chapter or unless the payment is in accordance with a valid agreement entered into in accordance with AS 23.40.

In an effort to meet our Statutory requirements, the Division of Personnel & Labor Relations has developed Occupational Groupings that encompass relatively broad occupations and professions.

The following Occupational Groups have been established:

- PA** Executive and Senior Administrators
- PB** Administrative and Office Support
- PC** Business Development and Regulation
- PD** Government Management and Infrastructure
- PE** Education, Information, Libraries, and Museums
- PF** Social, Benefit, and Employment Services
- PG** Medical, Public Health, and Related
- PH** Biological Sciences
- PI** Legal, Judicial, and Related
- PJ** Police, Firefighters, and Corrections
- PK** Physical Sciences and Engineering
- PL** Craftwork and Labor

DOPLR has developed a wide range of Job Families within each Occupational Group. Job Families consist of job classes and class series that are related in the nature of the work performed. This includes the kind of work performed as shown by elements such as the subject matter, profession, or occupation. Initial preparation for employment is similar for all classes within a job family and the classes exhibit a logical relationship for career progression. Job classes within a Job Family are treated similarly for purposes of personnel administration.

DOPLR has also developed identifiers for each job class within a Job Family for both the Partially Exempt and Classified Services. The following table includes the Occupational Group identifier, the Job Family, and the number of job classes within each Job Family.

Occupational Group Identifier	Job Code and Family	Number of Job Classes within each Job Family	Number of Positions within each Job Family
PA	PA01: Executives and Senior Administrators	12	205
PB	PB01: General Administration	15	1,115
	PB02: Accounting and Fiscal	21	623
	PB03: Personnel and Employee Relations	22	260
	PB04: Information Technology	32	607
	PB05: Statistics and Research Analysis	15	108
	PB06: Supply	17	186
	PB07: Office of Information Technology	16	29
	PB99: Administrative classes not otherwise described	15	239
PC	PC01: Business Finance	15	95
	PC02: Business Regulation and Compliance	41	186
	PC03: Safety Inspection	26	103
	PC04: Environmental Health	5	25
	PC05: Revenue Audit	33	100
PD	PD01: Government Management and Operations	7	38
	PD02: Economic Research	9	17
	PD03: Development and Infrastructure Planning	13	68
	PD04: Emergency Planning and Response	13	121
	PD05: Airport Administration	7	31
	PD06: Ferry System Administration	17	75
	PD07: Maintenance Administration	7	29
	PD08: Real Estate Appraisal	14	54
	PD09: Property Management	10	57
PE	PE01: Education Programs	11	103
	PE02: Teaching and Instruction	11	91
	PE03: Student Services	8	41
	PE04: Library and Archives	14	27
	PE05: Anthropological Research and Education	15	44
	PE06: Arts, Photography, and Information	11	75
PF	PF01: Public Programs	40	708
	PF02: Social Work	7	479
	PF03: Special Social Service	15	54
	PF04: Vocational Rehabilitation	9	74
	PF05: Labor and Employment Services	27	276
	PF06: Internship Programs	8	NA

PG	PG01: Health Administration	32	223
	PG02: Nursing, Assistive	8	399
	PG03: Nursing, Professional	24	443
	PG04: Medical, Professional	6	36
	PG05: Mental and Behavioral Health Services	12	94
	PG06: Special Health Services	22	59
	PG07: Health Laboratory and Related	15	45
PH	PH01: Fish and Wildlife	42	1,064
	PH02: Agriculture	4	8
	PH03: Natural Resources and Forestry	30	434
	PH04: Parks	7	45
PI	PI01: Legal Support and Related	16	584
	PI02: Attorneys	7	510
	PI03: Judges and Adjudicators	13	29
	PI04: Evidence Investigation	35	183
	PI05: Legal Document Processing	12	150
PJ	PJ01: Law Enforcement	13	536
	PJ02: Fire Fighting and Inspection	15	115
	PJ03: Corrections	17	1335
	PJ04: Probation and Parole	18	385
PK	PK01: Physical Science Specialists	21	80
	PK02: Environmental Science Specialists	13	338
	PK03: Engineering, Unlicensed	16	369
	PK04: Engineering, Licensed	14	230
	PK05: Architecture and Landscape Architecture	1	1
	PK06: Vessel Construction	3	5
	PK07: Land Surveying	11	45
	PK08: Cartography and Drafting	3	10
PL	PL01: Food and Custodial Services	10	176
	PL02: Aircraft, Automobile, or Vessel Maintenance	13	163
	PL03: Equipment Operation	9	583
	PL04: Building and Facility Maintenance	25	424
	PL05: Instrument Technicians	3	1
	PL06: Construction Support	13	132
	PL07: Vessel and Aircraft Operation	8	47
	PL08: Office Equipment Operation	9	24
	PL09: Facility Security	1	NA

Currently there are 1,076 separate and unique Job Classifications within the State's 72 Job Families.

The entire Classification Outline with a complete list of current job classes, as well as additional information on how each job within a family is organized and identified can be found at the following website: <http://doa.alaska.gov/dop/classification/classOutline/info/>

Market Alignment

With regards to assessing the competitiveness of State of Alaska wages in comparison to market, the State's practice is to be competitive with the market; therefore, the State typically measures its competitiveness against the 65th percentile (i.e., the data point where 35% pay above and 65% pay below).

When considering the various means of obtaining market data, all options must adhere to the Sherman Antitrust Act of 1890, which was passed to limit monopolies and other restraints on commerce, such as wage or price-fixing. As a result, the State adheres to the following Safe Harbor Guidelines, which were established by the Department of Justice and Federal Trade Commission for any organization involved in the exchange of compensation and benefits information:

- A survey must be conducted/managed by a third party.
- Data provided by survey participants must be older than three months.
- At least five organizations must report data for each disseminated statistic.
- No single data source will represent more than 25% of the weighted basis of the statistic.

The State chooses benchmarks for market comparison based on jobs that remain consistent across the industry in terms of their salary, responsibilities, and seniority and can therefore be compared from organization to organization. Data should be widely available on the key metrics of these jobs and is useful to employers in ascertaining what level of responsibility they are holding their employees and whether the salaries offered are consistent with the same position across the industry. These jobs should reflect a variety of assignments and the broadest application of the fundamental knowledge, skills, principles, and practices of the field or profession. The State uses wages paid to employees in Anchorage, Alaska as the baseline for purposes of comparing compensation and/or geographical differential data.

When comparing State salary data to market, the differences are calculated as percentage differences between the two rates and not the amount of increase or decrease to move from one rate to the other. The State pay grade for a job is considered:

- Competitive when the salary rate differs from the 65th percentile by 10% or less.
- Highly Competitive when the salary rate differs from the 65th percentile by 5% or less.
- Misaligned when the salary rate differs from the 65th percentile by 10-15%, or more.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Administration, Division of Personnel & Labor Relations (DOPLR), is soliciting proposals for qualified offeror to perform a comprehensive salary survey of the State of Alaska's Executive Branch. The project includes a study of employee compensation as related to their job class and position descriptions for positions in the Classified and Partially Exempt service. The information gained from this study will be used to identify and make informed decisions to correct discrepancies in pay as compared to similar positions employed by in state and out-of-state public and private sector employers.

The survey shall collect salary, pay schedules and structures, retirement and health benefits, paid holiday, and leave accrual data for employment positions with the federal government, other states, municipal government organizations, and private sector employers that are like a wide range of State of Alaska employment positions presented in the State's comparison pool. The comparison pool consists of benchmark, journey level jobs used to identify comparable jobs in the market.

The selected offeror shall be responsible for the following tasks:

- 1) **Survey Design:** Develop a comprehensive survey instrument that captures relevant information about job roles, industry sectors, geographic regions, employee demographics, and compensation packages.
- 2) **Data Collection:** Administer the survey to a representative sample of employers across other states, municipal government organizations, the federal government, and private sector employers, ensuring a diverse and representative mix of organizations. Employ multiple data collection methods, including surveys and interviews.
- 3) **Data Analysis:** Analyze the collected data to identify trends, patterns, and benchmarks related to salary levels, benefits, incentives, and other compensation components. Provide detailed insights into how compensation practices vary across industries, job functions, and regions. Provide meaningful comparisons and benchmarking against regional and national compensation trends, if available, to give context to the collected data.
- 4) **Reporting:** Prepare a comprehensive report that includes both summarized and detailed findings. The report should present the data in an organized and easy-to-understand format, with graphical representations and statistical analysis where applicable.
- 5) **Recommendations:** Offer insights and recommendations based on the survey results that can guide the organization in making informed decisions regarding compensation philosophies and strategies.

Upon completion, the results and recommendations of the survey will be compared to the compensation offered to eligible State of Alaska employees to determine if the State is offering salaries and benefits that

are within an appropriate competitive range in relation to other employers that are in direct competition for the employees required to deliver State services.

It must be noted that while the State has developed the job classification comparison pool to be surveyed, the offeror is expected to conduct an overall analysis of all the State's job classifications to ensure the comparison pool results in data collection for each of the State's Occupational Groups and Job Classification Families. If the offeror determines that job classifications should either be added to, or subtracted from, the comparison pool, the offeror must provide recommendations that will result in an accurate analysis that can be used to determine the State's true position regarding the starting salaries and benefits offered to State employees.

Methodologies

The study shall employ a combination of quantitative and qualitative research methods and classification best practices and guidance. The following considerations should be made:

The confidentiality and anonymity of the participants will be maintained and compliance with all ethical guidelines and legal requirements. Information collected will adhere to the Safe Harbor Guidelines of the Statements of Antitrust Enforcement Policy. These guidelines dictate that:

- i. A survey must be conducted/managed by a third party.
- ii. Data provided by survey participants must be older than three months.
- iii. At least five organizations must report data for each disseminated statistic.
- iv. No single data source will represent more than 25% of the weighted basis of the statistic.

The survey methodologies must provide for a review of the State's comparison pool, identifying employment positions with the federal government, other states, municipal government organizations, or private sector employers that may be matches to Alaska's comparison pool and presenting the collected data in a Microsoft Excel format.

Methodologies for adjusting the salary of matching jobs in the federal government, other states, municipal government organizations and the private sector for differences in the cost of living must be developed and utilized. In addition, the methodologies must lead to a statistically valid, logical, and easy to understand method of describing and illustrating the data collected for the above comparison factors. Understanding that the collection of data for the comparison factors may be challenging within the time frame for this specific project, all data utilized for this salary survey, including data from the federal government, other states, municipal government organizations, and private sector employers, must be validated by the contractor and found to be statistically reliable, valid, and defensible.

State Comparison Pool

At the time this RFP was published, it is estimated that the State of Alaska had 1,076 individual classified and partially exempt job classifications representing a total of 15,650 total permanent positions, with 13,273 of the available positions currently staffed for a fill ratio of 85.38%.

Table of Comparable Job Classes

DOPLR has conducted an analysis and identified 404 benchmark job classes for which data on the comparison factors must be collected. The contractor must review and analyze the State’s comparison pool as well as the complete list of classified and partially exempt jobs as presented in the Classification Outline.

If the offeror determines that additions to, or subtractions from, the comparison pool should be made, the contractor must notify the project director of the suggested changes and provide a written explanation of why the changes are needed, and how the changes will ensure the comparison pool is statistically reliable, valid, and defensible. If no changes are required, the contractor must confirm with the project director that the comparison pool will produce results that are statistically reliable, valid, and defensible. The following table represents the complete comparison pool developed by DOPLR.

Comparison Number	Family Code and Job Class Title	Pay Grade	Position Count	Employee Count
PA01 Executives and Senior Administrators				
1	PA0112 Division Director - PX	27	84	75
2	PA0113 Division Operations Manager	24	58	51
PB01 General Administration				
3	PB0102 Office Assistant 1	8	95	62
4	PB0130 Secretary	11	4	3
5	PB0137 Executive Secretary 3	16	10	9
6	PB0152 Administrative Assistant 2	14	186	163
7	PB0154 Administrative Officer 1	17	93	85
8	PB0157 Administrative Operations Manager 1	22	33	32
PB02 Accounting and Fiscal				
9	PB0202 Accounting Clerk	10	36	31
10	PB0206 Accounting Technician 2	14	121	109
11	PB0212 Accountant 2	16	13	12
12	PB0214 Accountant 4	20	61	55
13	PB0230 Payroll Manager	22	1	1
14	PB0231 Payroll Specialist 1	16	1	
15	PB0243 Budget Analyst 2	19	9	9
16	PB0245 Budget Analyst 4	22	3	3
PB03 Personnel and Employee Relations				
17	PB0303 Human Resource Technician 2	14	70	47
18	PB0305 Payroll Services Supervisor	17	6	4
19	PB0311 Human Resource Consultant 1	16	22	19
20	PB0315 Human Resource Consultant 5	22	10	10
21	PB0322 Labor Relations Analyst 2	20	3	2
22	PB0325 Labor Relations Manager	24	1	
23	PB0333 Retirement and Benefits Technician 2	14	28	20
24	PB0341 Retirement and Benefits Specialist 1	16	12	9
25	PB0351 Alaska Marine Highway System Dispatcher	15	4	4

PB04 Information Technology					
26	PB0496	GIS Analyst 2	17	13	11
PB05 Statistics and Research Analysis					
27	PB0503	Statistical Technician 2	14	3	3
28	PB0511	Research Analyst 1	13	7	6
29	PB0512	Research Analyst 2	16	25	22
30	PB0513	Research Analyst 3	18	52	43
31	PB0514	Research Analyst 4	21	12	10
32	PB0540	Chief, Health Analytics and Vital Records	22	1	
33	PB0551	Demographer	19	1	1
34	PB0552	State Demographer	22	1	1
PB06 Supply					
35	PB0602	Stock and Parts Services 2	55	6	5
36	PB0611	Supply Technician 1	10	4	4
37	PB0622	Contracting Officer 2	16	10	9
38	PB0624	Contracting Officer 4	22	5	5
39	PB0632	Procurement Specialist 2	16	23	20
40	PB0635	Procurement Specialist 5	21	13	13
PB07 Office of Information Technology					
41	PB0701	State Chief Information Officer	28	1	1
42	PB0702	Deputy Chief Information Officer	27	1	1
43	PB0707	Chief Technology Officer 3	26	4	2
44	PB0709	Staff Manager, OIT	25	1	1
45	PB0712	Department Technology Officer 2	24	11	11
46	PB0725	P3 Manager	24	3	3
PB07 Job classes/specs due to be implemented in 2024. Legacy PB04 job classes will be abolished.					
47	PB07A3	Application Developer 3	22		
48	PB07B2	IT Business Analyst 2	21		
49	PB07C2	IT Client Support Specialist 2	16		
50	PB07D2	Database Administrator 2	23		
51	PB07E1	IT Support Technician 1	13		
52	PB07J2	IT Project Manager 2	24		
53	PB07M1	IT Manager 1	23		
54	PB07N2	Network and Telecommunications Specialist 2	21		
55	PB07P1	IT Policy and Planning Analyst 1	23		
56	PB07R1	IT Architecture Specialist 1	24		
57	PB07S1	IT Security Specialist 1	24		
58	PB07U2	IT Quality Assurance Analyst	21		
59	PB07V2	IT Vendor Manager 2	20		
60	PB07Y2	IT Systems Administrator 2	23		
PB99 Administrative classes not otherwise described					
61	PB9908	Project Assistant	16	50	45
62	PB9909	Program Coordinator 1	18	71	64
63	PB9912	Program Manager	22	6	5
64	PB9915	Business Services Project Manager 1	20	2	1

PC01 Business Finance					
65	PC0102	Grants Administrator 2	17	38	33
66	PC0105	Grants Administration Manager	21	3	3
67	PC0112	Loan Closer/Processor 2	12	4	3
68	PC0121	Loan/Collection Officer 1	16	5	2
69	PC0125	Loan/Collection Manager	22	1	1
70	PC0132	School Finance Specialist 2	18	5	4
71	PC0135	School Finance Manager	23	1	1
PC02 Business Regulation and Compliance					
72	PC0203	Occupational Licensing Examiner	14	41	39
73	PC0206	Insurance Licensing Examiner 2	14	3	3
74	PC0209	Records and Licensing Supervisor	16	9	8
75	PC0220	Financial Registration Examiner	14	5	5
76	PC0233	Insurance Specialist 2	19	4	4
77	PC0237	Insurance Financial Examiner 2	21	3	2
78	PC0252	Utility Financial Analyst 2	19	1	1
79	PC0254	Utility Financial Analyst 4	23	1	1
80	PC0257	Utility Tariff Analyst 2	18	2	2
81	PC0261	Community Care Licensing Specialist 1	16	48	43
82	PC0263	Community Care Licensing Specialist 3	20	4	3
83	PC0272	Financial Examiner 2	19	2	2
84	PC0274	Financial Examiner 4	23	2	2
PC03 Safety Inspection					
85	PC0302	Commercial Vehicle Compliance Inspector 2	15	14	12
86	PC0305	Commercial Vehicle Compliance Inspector 5	19	1	1
87	PC0310	Radiological Health Physicist 1	19	1	1
88	PC0321	Industrial Hygienist	19	8	6
89	PC0322	Occupational Safety & Compliance Officer	49	14	13
90	PC0323	Safety Officer	18	7	6
91	PC0324	Occupational Health and Safety Analyst	20	2	2
92	PC0325	Occupational Safety & Health Manager	22	2	2
93	PC0331	Safety Inspection & Compliance, Electrical Inspector	49	4	2
94	PC0332	Safety Inspection & Compliance, Elevator Inspector	49	3	2
95	PC0333	Safety Inspection & Compliance, Plumbing Inspector	49	3	3
96	PC0338	Boiler and Pressure Vessel Inspector 1	19	5	3
97	PC0339	Boiler and Pressure Vessel Inspector 2	20	1	1
98	PC0345	Mechanical Inspection Manager	22	1	1
99	PC0352	Weights and Measures Inspector 2	16	2	1
100	PC0355	Measurement Standards Supervisor	18	1	1
101	PC0360	Chief, Weights, Measures, and Permits	22	3	3
102	PC0362	State Metrologist 2	18	1	1
PC04 Environmental Health					
103	PC0401	Environmental Health Technician	13	3	2
104	PC0412	Environmental Health Officer 2	16	3	3
105	PC0414	Environmental Health Officer 4	20	4	4
PC05 Revenue Audit					

106	PC0503	Tax Technician 3	14	7	5
107	PC0504	Tax Technician 4	16	3	2
108	PC0513	Tax Auditor 3	20	3	3
109	PC0522	Revenue Audit Supervisor 2	25	4	4
110	PC0532	Revenue Appeals Officer 2	25	2	1
111	PC0533	Revenue Appeals Supervisor	26	1	1
112	PC0543	Oil and Gas Revenue Auditor 3	22	8	5
113	PC0545	Oil and Gas Revenue Specialist	25	2	2
114	PC0553	Corporate Income Tax Auditor 3	22	3	3
115	PC0563	Audit and Review Analyst 2	21	19	18
116	PC0565	Audit and Review Analyst 4	25	1	1
PD01 Government Management and Operations					
117	PD0102	Local Government Specialist 2	15	17	9
118	PD0122	Regulations Specialist 2	16	5	6
PD02 Economic Research					
119	PD0202	Economist 2	18	4	3
120	PD0222	Petroleum Economist 2	22	1	1
PD03 Development and Infrastructure Planning					
121	PD0332	Planner 2	17	6	3
122	PD0341	Transportation Planner 1	21	24	22
123	PD0342	Transportation Planner 2	22	5	4
PD04 Emergency Planning and Response					
124	PD0412	Emergency Management Specialist 2	16	27	23
125	PD0421	Emergency Program Manager 1	20	5	5
126	PD0442	Emergency Services Dispatcher 1	15	37	26
127	PD0450	Emergency Dispatch Supervisor	18	4	4
128	PD0471	Wildland Fire Dispatcher 2	13	7	6
129	PD0473	State Logistics Center Coordinator	16	3	3
PD05 Airport Administration					
130	PD0501	Airport Manager - Anchorage International Airport	25	1	
131	PD0502	Airport Manager - Fairbanks International Airport	24	1	1
132	PD0505	International Airports Controller	24	1	1
133	PD0511	Airport Operations Officer	18	14	13
134	PD0512	Airport Operations Specialist	19	9	9
135	PD0513	Airport Operations Superintendent	21	2	2
136	PD0562	Regional Safety and Airport Security Officer	18	3	3
PD06 Ferry System Administration					
137	PD0611	Ferry Terminal Agent 1	13	41	39
138	PD0615	Ferry Terminal Manager 1	15	9	8
139	PD0620	AMHS Dispatch Manager	18	1	
140	PD0632	Reservation Call Center Supervisor	16	1	1
141	PD0639	Marine Traffic Manager	23	1	1
142	PD0642	Marine Pilot Coordinator	20	1	1
143	PD0643	Vessel Scheduling Coordinator	17	1	1
144	PD0644	Passenger Services Inspector	17	2	2

145	PD0646	AMHS Passenger Services Manager	23	1	1
146	PD0653	Port Captain	23	3	1
147	PD0655	Port Engineer	22	2	1
148	PD0656	AMHS Safety Management Coordinator	19	1	1
149	PD0669	Marine Engineering Assistant Manager	23	1	
150	PD0670	Marine Transportation Services Manager	25	3	3
PD07 Maintenance Administration					
151	PD0711	Equipment Fleet District Manager	20	5	3
152	PD0714	State Equipment Fleet Manager	23	1	1
153	PD0722	Manager, Airfield Maintenance	22	1	1
154	PD0731	Maintenance and Operations Specialist	21	4	3
155	PD0732	Maintenance and Operations Superintendent	21	14	12
156	PD0733	Maintenance and Operations Manager	23	3	3
PD08 Real Estate Appraisal					
157	PD0810	Right-of-Way Assistant	12	2	1
158	PD0812	Right-of-Way Agent 2	16	15	8
159	PD0815	Right-of-Way Agent 5	21	1	1
160	PD0821	Right-of-Way Review Appraiser 1	21	1	
161	PD0842	Appraiser 2	18	2	2
162	PD0850	State Assessor	23	1	1
PD09 Property Management					
163	PD0902	Building Management Specialist	19	18	16
164	PD0921	Facilities Manager 1	20	7	6
165	PD0942	Airport Leasing Specialist 2	16	9	7
166	PD0945	Airport Leasing Program Manager	22	2	2
167	PD0951	State Leasing & Facilities Manager	25	1	1
PE01 Education Programs					
168	PE0101	Education Administrator 1	21	4	5
169	PE0102	Education Administrator 2	22	5	5
170	PE0110	Education Program Assistant	12	11	10
171	PE0112	Education Associate 2	15	12	10
172	PE0121	Education Specialist 1	19	3	3
173	PE0140	Education Coordinator (Corrections)	16	19	16
PE02 Teaching and Instruction					
174	PE0201	AVTEC Instructor	00	30	30
175	PE0210	Vocational Instructor	16	8	5
176	PE0231	Training Specialist 1	16	12	12
177	PE0233	Training Specialist 3	20	4	4
178	PE0251	AK Military Youth Academy (AMYA) Instructor	16	5	5
179	PE0252	AK Military Youth Academy (AMYA) Chief Examiner	15	1	1
180	PE0253	AK Military Youth Academy (AMYA) Coordinator	16	10	7
181	PE0255	AK Military Youth Academy (AMYA) Supervisor 2	19	3	3
182	PE0259	AK Military Youth Academy (AMYA) Manager	23	1	1
PE03 Student Services					
183	PE0310	Recreation Assistant	11	6	7

184	PE0320	Dormitory Attendant	11	5	6
185	PE0341	AK Military Youth Academy (AMYA) Team Leader	13	25	20
186	PE0342	AK Military Youth Academy (AMYA) Platoon Leader	15	3	3
187	PE0350	Aquatic Facility Manager	17	1	1
188	PE0353	Lifeguard 2	11	1	1
183	PE0310	Recreation Assistant	11	6	7
PE04 Library and Archives					
189	PE0402	Library Assistant 2	13	3	2
190	PE0411	Librarian 1	16	4	3
191	PE0414	Librarian 4	22	1	1
192	PE0431	Records Analyst 2	18	1	1
193	PE0441	Archivist 2	18	2	2
194	PE0443	State Archivist	22	1	1
PE05 Anthropological Research and Education					
195	PE0512	Museum Curator 2	18	4	4
196	PE0515	Museum Conservator	19	1	1
197	PE0519	Chief Curator	22	1	1
198	PE0531	Archaeologist 1	16	4	2
199	PE0541	Historian 1	16	2	
200	PE0550	Chief, Office of History and Archaeology	21	1	1
201	PE0582	Subsistence Resource Specialist 2	16	7	4
202	PE0585	Subsistence Program Manager	22	3	3
PE06 Arts, Photography, and Information					
203	PE0611	Visual Information Specialist	17	2	2
204	PE0622	Publications Technician 2	13	3	2
205	PE0632	Publications Specialist 2	16	24	20
206	PE0642	Information Officer 2	17	12	9
207	PE0645	Department Communications Manager	22	3	2
PF01 Public Programs					
208	PF0101	Child Support Specialist 1	14	75	54
209	PF0103	Child Support Specialist 3	18	5	5
210	PF0112	Eligibility Technician 2	14	197	153
211	PF0114	Eligibility Technician 4	17	28	24
212	PF0116	Eligibility Quality Control Technician 1	16	13	9
213	PF0117	Eligibility Quality Control Technician 2	18	2	2
214	PF0118	Eligibility Office Manager 1	18	1	1
215	PF0119	Eligibility Office Manager 2	19	8	8
216	PF0120	Medicaid Program Associate	14	3	2
217	PF0122	Medicaid Program Specialist 2	18	15	13
218	PF0125	Medicaid Program Specialist 5	22	5	5
219	PF0132	PFD Technician 2	12	19	14
220	PF0136	PFD Specialist 1	16	8	7
221	PF0139	PFD Manager	22	1	1
222	PF0152	Public Assistance Analyst 2	18	17	16
223	PF0154	Public Assistance Field Services Manager 2	21	4	4
224	PF0157	Public Assistance Programs Officer	21	11	10
225	PF0160	Workers' Compensation Technician	12	6	5

226	PF0162	Workers' Compensation Officer 2	18	7	7
227	PF0171	Social Services Program Coordinator	20	20	18
228	PF0172	Social Services Program Officer	21	14	11
229	PF0173	Social Services Program Administrator	23	2	2
230	PF0182	Disability Adjudicator Associate 2	16	6	4
231	PF0184	Disability Adjudicator 2	20	4	3
232	PF0186	Chief, Disability Determination Services	22	1	1
233	PF0193	Chief, Public Assistance Field Operations	22		
PF02 Social Work					
234	PF0202	Protective Services Specialist 2	17	140	102
235	PF0204	Protective Services Specialist 4	20	55	48
236	PF0205	Protective Services Manager 1	21	11	10
237	PF0222	Social Services Associate	12	95	78
PF03 Special Social Service					
238	PF0301	Civil Rights Programs and Compliance Specialist 1	15	5	5
239	PF0302	Civil Rights Programs and Compliance Specialist 2	17	1	1
240	PF0303	Civil Rights Programs and Compliance Specialist 3	19	1	
241	PF0323	Human Rights Field Representative 3	18	5	4
242	PF0324	Human Rights Field Representative 4	20	1	1
243	PF0341	Senior Services Technician	12	11	10
244	PF03A2	Public Guardian 2	18	15	15
245	PF03A4	Public Guardian 4	22	1	1
PF04 Vocational Rehabilitation					
246	PF0412	Vocational Rehabilitation Assistant 2	12	16	11
247	PF0432	Vocational Rehabilitation Counselor 2	17	6	4
248	PF0460	Vocational Rehabilitation Manager	21	5	4
249	PF0472	Chief, Vocational Rehabilitation Services	23	1	1
PF05 Labor and Employment Services					
250	PF0512	Employment Security Analyst 2	17	10	9
251	PF0522	Employment Services Technician 2	15	48	46
252	PF0526	Unemployment Insurance Technician 1	14	65	35
253	PF0531	Employment Services Manager 1	16	7	7
254	PF0541	Field Auditor 1	16	11	9
PF06 Internship Programs					
No Classes Selected					
PG01 Health Administration					
255	PG0122	Health Program Manager 2	19	64	57
256	PG0132	Public Health Specialist 2	20	26	22
257	PG0134	Public Health Informaticist 2	20	6	5
258	PG0140	Medical Information and Services Assistant	10	13	10
259	PG0177	Dietitian 2	20	3	3
PG02 Nursing, Assistive					
260	PG0210	Assisted Living Aide	09	74	55
261	PG0211	Certified Nurse Aide 1	11	181	152

262	PG0233	Psychiatric Nursing Assistant 3	12	82	71
PG03 Nursing, Professional					
263	PG0301	Licensed Practical Nurse	17	37	29
264	PG0312	Nurse 2	22	39	35
265	PG0322	Psychiatric Nurse 2	23	61	44
266	PG0326	Corrections Nurse 1	22	99	99
267	PG03A2	Public Health Nurse 2	23	31	19
268	PG03B1	Nurse Consultant 1	24	18	10
PG04 Medical, Professional					
269	PG0421	Physician Assistant/Advanced Practice Registered Nurse 1	26	28	25
PG05 Mental and Behavioral Health Services					
270	PG0512	Mental Health Clinician 2	19	41	27
PG06 Special Health Services					
271	PG0601	Disease Intervention Specialist 1	18	4	3
272	PG0604	Epidemiology Specialist 2	20	13	13
273	PG0621	Dental Assistant	13	3	4
274	PG0622	Dental Hygienist	21	3	2
275	PG0630	Pharmacy Technician	12	10	10
276	PG0651	Occupational Therapist 1	21	3	2
277	PG0682	Recreation Therapist 2	16	5	5
PG07 - Health Laboratory and Related					
278	PG0730	Laboratory Technician	13	8	8
279	PG0742	Microbiologist 2	16	6	6
280	PG0751	Public Health Microbiologist 1	17	7	5
PH01 Fish and Wildlife					
281	PH0103	Fish and Wildlife Technician 3	11	176	163
282	PH0112	Fishery Biologist 2	16	99	98
283	PH0122	Habitat Biologist 2	16	16	17
284	PH0132	Wildlife Biologist 2	16	22	19
285	PH0142	Biometrician 2	19	11	11
286	PH0151	Fish Culturist 1	14	6	6
287	PH0161	Fisheries Geneticist 1	17	3	4
288	PH0166	Fisheries Scientist 1	22	10	9
PH02 Agriculture					
289	PH0211	Agronomist 1	16	4	2
PH03 Natural Resources and Forestry					
290	PH0302	Natural Resource Technician 2	12	22	18
291	PH0312	Natural Resource Specialist 2	16	66	59
292	PH0321	Natural Resource Manager 1	18	16	13
293	PH0353	Wildland Fire and Resource Technician 3	12	52	40
294	PH0358	Wildland Forestry Technician 2	14	2	2
295	PH0362	Forester 2	16	14	11

296	PH0367	Fire Management Officer	16	6	4
297	PH0380	Wildland Fire Support Services 1	56	8	5
PH04 Parks					
298	PH0410	Park Specialist	14	11	13
299	PH0411	Park Ranger 1	16	15	9
300	PH0412	Park Ranger 2	18	7	7
301	PH0420	Park Superintendent	20	7	7
302	PH0451	Museum Protection & Visitor Services Assistant	11	3	2
298	PH0410	Park Specialist	14	11	13
PI01 Legal Support and Related					
303	PI0101	Criminal Justice Technician 1	12	63	53
304	PI0105	Criminal Justice Planner	21	2	2
305	PI0146	Law Office Manager	16	7	6
306	PI0152	Public Safety Technician 2	11	15	11
307	PI01A2	Law Office Assistant 2	13	89	75
308	PI01B2	Paralegal 2	16	76	70
309	PI01C1	Paralegal Specialist 1	19	25	20
PI02 Attorneys					
310	PI0214	Attorney 4	24	214	191
PI03 Judges and Adjudicators					
311	PI0302	Administrative Law Judge 1	24	6	3
312	PI0311	Hearing Examiner 1	24	4	4
313	PI0321	Hearing Officer	21	1	1
314	PI0352	Workers' Compensation Hearing Officer 2	22	7	4
315	PI0355	Chief of Workers' Compensation Adjudication	25	1	1
PI04 Evidence Investigation					
316	PI0405	Forensic Science Laboratory Administrator 1	22	2	2
317	PI0413	Forensic Scientist 3 - Chemistry	19	3	3
318	PI0421	Fingerprint Technician 2	16		
319	PI0432	Investigator 2	16	29	25
320	PI0436	Special Investigator 1	19	8	7
321	PI0442	Forensic Scientist 3 - Physical	19	6	5
322	PI0453	Forensic Scientist 3 - DNA	19	6	6
323	PI0460	Forensic Technician 2	15	2	1
324	PI0464	Medicolegal Investigator 2	16	4	4
325	PI0472	Criminal Intelligence Analyst 2	17	4	4
PI05 Legal Document Processing					
326	PI0505	Recorder Supervisor	16	3	3
327	PI0517	Recorder Manager	18	2	2
328	PI0531	Motor Vehicle Customer Service Representative 1	10	69	57
329	PI0541	Motor Vehicle Office Manager 1	15	11	10
330	PI0555	DMV Program Manager	21	2	1
331	PI05A1	Recorder 1	12	17	16
PJ01 Law Enforcement					

332	PJ0103	State Trooper	77	304	241
333	PJ0105	Sergeant, Department of Public Safety	79	71	68
334	PJ0106	Lieutenant - Department of Public Safety	24	25	21
335	PJ0121	Court Services Officer	74	62	55
PJ02 Fire Fighting and Inspection					
336	PJ0222	Airport Police & Fire Officer 2	75	72	60
337	PJ0224	Airport Police & Fire Officer 4	77	9	9
338	PJ0231	Fire Training Specialist	19	4	4
339	PJ0241	Deputy Fire Marshal 3	23	1	1
340	PJ0250	Building Plans Examiner 1	19	5	5
341	PJ02A2	Deputy Fire Marshal 2	77	6	6
PJ03 Corrections					
342	PJ0312	Correctional Officer 2	13	844	727
343	PJ0316	Correctional Officer 4	15	149	150
344	PJ0317	Correctional Supervisor	18	23	19
345	PJ0324	Correctional Superintendent 1	19	17	16
346	PJ03A2	Juvenile Justice Counselor 2	14	132	112
347	PJ0345	Juvenile Justice Unit Supervisor	18	14	14
348	PJ0351	Juvenile Justice Superintendent 1	20	7	7
PJ04 - Probation and Parole					
349	PJ04A2	Adult Probation Officer 2A	17	62	47
350	PJ04A3	Adult Probation Officer 2B	18	75	55
351	PJ04B2	Pretrial Services Officer 2	18	58	36
352	PJ04C1	Pretrial, Probation and Parole Administrator 1	21	12	11
353	PJ0452	Juvenile Probation Officer 2	16	53	45
354	PJ0453	Juvenile Probation Officer 3	18	15	15
PK01 Physical Science Specialists					
355	PK0112	Hydrologist 2	19	3	3
356	PK0123	Chemist 3	18	3	3
357	PK0132	Geologist 2	17	9	6
358	PK0137	Geological Scientist 1	22	2	2
359	PK0142	Engineering Geologist 2	18	5	5
PK02 Environmental Science Specialists					
360	PK0201	Environmental Program Technician	13	12	10
361	PK0213	Environmental Program Specialist 3	18	136	122
362	PK0222	Environmental Program Manager 2	22	32	32
363	PK0242	Environmental Impact Analyst 2	17	4	3
364	PK0251	Environmental Impact Analysis Manager 1	21	10	9
PK03 Engineering, Unlicensed					
365	PK0305	Engineering Associate	21	32	31
366	PK0333	Engineering Associate 1, DEC	21	19	16
367	PK0352	Communications Engineering Associate 2	23	8	6
PK04 Engineering, Licensed					

368	PK0411	Engineer/Architect 1	22	45	35
369	PK0413	Engineer/Architect 3	25	55	50
370	PK0435	Engineer 1, DEC	22	8	7
371	PK0443	Village Safe Water Engineer 1	22	5	1
372	PK0453	Communications Engineer 1	23		
373	PK0471	Technical Engineer 1 / Architect 1	24	23	16
PK05 Architecture and Landscape Architecture					
No Classes Selected					
PK06 Vessel Construction					
374	PK0611	Vessel Construction Manager 1	21	2	
PK07 Land Surveying					
375	PK0711	Land Surveyor 1	21	8	7
376	PK0714	Land Survey Manager 1	23	5	5
377	PK0743	Survey, Journey	54	6	5
PK08 Cartography and Drafting					
378	PK0803	Drafting Technician 3	15	10	8
PL01 Food and Custodial Services					
379	PL0112	Food Service, Journey	57	22	13
380	PL0114	Food Service, Foreman	53	10	10
381	PL0115	Food Service Supervisor	16	10	9
382	PL0122	Environmental Services, Journey 2	60	78	69
383	PL0124	Environmental Services, Foreman	57	5	5
PL02 Aircraft, Automobile, or Vessel Maintenance					
384	PL0212	Mechanic, Automotive, Journey	54	4	5
385	PL0222	Mechanic, Aircraft, Journey	54		
386	PL0262	Vessel Technician	16	5	4
PL03 Equipment Operation					
387	PL0304	Equipment Operator, Journey 2	53	320	263
388	PL0311	Rural Airport Foreman	49	17	17
389	PL0312	International Airport Foreman	49	3	3
PL04 Building and Facility Maintenance					
390	PL0403	Maintenance Generalist, Journey	54	132	113
391	PL0412	Maintenance Specialist, Building/Facility/Construction Journey 2/Lead	51	53	47
392	PL0422	Maintenance Specialist, Electronics, Journey 2/Lead	51	29	23
393	PL0432	Maintenance Specialist, Electrician, Journey 2/Lead	51	44	33
394	PL0442	Maintenance Specialist, Electrical Utility, Journey 2/Lead	51	1	1
395	PL0452	Maintenance Specialist, Plumbing, Journey 2/Lead	51	17	11
PL05 Instrument Technicians					
396	PL0512	Survey Instrument Technician 2	17	1	1

PL06		Construction Support			
397	PL0614	Engineering Technician, Journey	54	42	36
398	PL0635	Materials Laboratory Technician, Journey	53	2	2
399	PL0642	Driller, Journey	53	4	4
PL07		Vessel and Aircraft Operation			
400	PL0723	Boat Officer 3	17	9	9
401	PL07A1	Aircraft Pilot 1	22	17	15
PL08		Office Equipment Operation			
402	PL0821	Microfilm/Imaging Operator 1	10	3	1
403	PL0841	Mail Services Courier	09	10	8
404	PL0845	Mail Services Manager	15	1	1
PL09		Facility Security			
No Classes Selected					

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately December 2, 2023, through November 30, 2024, with no renewal option available.

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 offeror shall be required to provide the following deliverables:

Based on the findings, a set of recommendations to address any existing disparities or gaps in salary structures will be presented. These recommendations should be practical, feasible, and supported by empirical evidence, enabling employers and policymakers to make informed decisions. The collected data will be analyzed using statistical techniques and qualitative content analysis.

The selected offeror shall be responsible for the following tasks.

- 1) **Survey Design:**
 - a. Collaborate with State of Alaska representatives to define survey objectives, target job roles, and compensation components to be included. The survey tools must be provided to the State for review and acceptance before use.
 - b. Develop a comprehensive survey instrument that captures relevant information about job roles, industry sectors, geographic regions, employee demographics, and compensation packages.
 - c. Design the survey to capture relevant demographic data, including job title, department, experience level, and education.

- d. Ensure the survey complies with confidentiality and data privacy regulations.

Survey Design report must be submitted by December 29, 2023.

2) Data Collection:

- a. Administer the survey to a representative sample of employers across other states, municipal government organizations, the federal government, and private sector employers, ensuring a diverse and representative mix of organizations.
- b. Employ multiple data collection methods, including surveys and interviews.
- c. Provide clear instructions for survey participation and establish a timeline for data collection.

Data Collection report must be submitted by March 8, 2024.

3) Data Analysis and Interpretation:

- a. Compile and clean the collected survey data to ensure data accuracy and consistency.
- b. Perform thorough statistical analysis to identify trends, patterns, and variations in compensation across job roles, experience levels, and departments.
- c. Compare the survey data against industry benchmarks and public sector compensation trends, if available, to provide context.

Data Analysis and Interpretation report must be submitted by April 5, 2024.

4) Reporting:

a. Preliminary Report:

- i. A preliminary report must be provided to the State upon the completion of the initial data gathering and analysis process. This narrative report must include preliminary survey results and summary tables that will be reviewed by the State to ensure that each Job Family is represented and that matching jobs were found for each job in the State’s comparison pool. The report must also indicate why the contractor is confident that the data collected will produce statistically reliable, valid, and defensible salary survey results.

Preliminary report must be submitted by May 20, 2024.

b. Final Report:

- i. Prepare a comprehensive report that includes both summarized and detailed findings. The report should present the data in an organized and easy-to-understand format, with graphical representations and statistical analysis where applicable.
- ii. Provide detailed narrative statements that clearly describe the methodologies used to conduct the thorough review of the comparison pool and the job class descriptions associated with each job within the comparison pool. This should

include narratives that detail any changes to the original comparison pool as developed by DOPLR and describe the benefit of said changes. The narratives must also indicate why the contractor believes the methodologies utilized are statistically reliable, valid, and defensible.

- iii. Provide a comprehensive analysis of compensation practices within State of Alaska, highlighting key findings and insights. Provide meaningful comparisons and benchmarking against regional and national compensation trends, if available, to give context to the collected data.
- iv. Offer recommendations for adjustments to salary structures, benefits, and incentives to align with market standards and organizational goals.
- v. Provide detailed insights into how compensation practices vary across industries, job functions, and regions. Offer insights and recommendations based on the survey results that can guide the organization in making informed decisions regarding compensation strategies.

Upon completion, the results and recommendations of the survey will be compared to the compensation offered to eligible State of Alaska employees to determine if the State is offering salaries and benefits that are within an appropriate competitive range in relation to other employers that are in direct competition for the employees required to deliver State services.

Final report must be submitted by June 30, 2024, in order to allow time for responsible parties to review and make informed decisions during the following fiscal year.

SEC. 3.04 CONTRACT TYPE

This contract is a **Firm Fixed** contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will pay the entire contract amount in **FIVE** equal payments. Each incremental payment will be made after each deliverable for **Survey Design, Data Collection, Data Analysis and Interpretation, Preliminary Reporting, and Final Report** have been completed and approved by the project director. The final payment will not be made until the entire contract; including **Survey Design, Data Collection, Data Analysis and Interpretation, Preliminary Reporting, and Final Report** are completed and approved by project director.

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Administration 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.

SEC. 3.07 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through the end of the contract period.

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 HALF2 for July-December; and each 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. 3.08 LOCATION OF WORK

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

Travel to locations will not be required.

By signing 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. 3.09 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract with the exception of the Project Manager. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.02 of this RFP.

An offeror's failure to provide this information with their proposal may cause the state to consider their proposal non-responsive and reject it.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE, 3A, and 3B.**

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

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

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

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

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

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

SEC. 3.10 CONTRACT PERSONNEL

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

SEC. 3.11 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. 3.12 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 Administration or the Commissioner's designee.

SEC. 3.13 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:

The confidentiality and anonymity of the participants will be maintained and compliance with all ethical guidelines and legal requirements. Information collected will adhere to the Safe Harbor Guidelines of the Statements of Antitrust Enforcement Policy. These guidelines dictate that:

- i. A survey must be conducted/managed by a third party.
- ii. Data provided by survey participants must be older than three months.
- iii. At least five organizations must report data for each disseminated statistic.
- iv. No single data source will represent more than 25% of the weighted basis of the statistic.

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. 3.14 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. 3.15 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 with minimum coverage limits of \$300,000 per claim /annual aggregate.

SEC. 3.16 TERMINATION FOR DEFAULT

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 of the remaining work.

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as part of their proposal. An electronic copy of the forms is posted along with this RFP.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror’s entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive.

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the offeror can only provide a response on one side of a piece of paper). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
Submittal Form B – Experience and Qualifications	5
Submittal Form C – Understanding of the Project	5
Submittal Form D – Methodology Used for the Project	5
Submittal Form E – Management Plan for the Project	5
Submittal Form F – Subcontractors	
Submittal Form G – Cost Proposal	

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies 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.

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide detail on 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 along with their titles and location(s) where work will be performed.

Offerors must also provide resumes and letter of references with names and phone numbers for similar projects the offeror's firm has completed. Resume and Reference letters are not included in page count limit.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

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

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

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.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

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.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)

If using subcontractors, the offeror must complete and submit this Submittal Form.

SEC. 4.09 INTERVIEWS

The state will conduct interviews with the top three highest ranking offerors after evaluation and scoring of technical proposals is completed. Interviews will be held only with the Project Manager, Lead Analyst, and Survey Leader identified based on Submittal Form B. No substitutes or proxies will be allowed. Individuals who fail to attend the interview at the date and time scheduled will be given a "0" score.

Each interview will be scheduled for **45 minutes**. Interviewees are prohibited from making any reference to their proposed cost/fee. Interviewees may be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach. The state may request additional information prior to interviews.

Interviews will be conducted via Microsoft Teams. If selected for an interview, the state will notify the offeror of the time and date the interview is scheduled. The state anticipates giving approximately five-day notice of interview date and time.

If selected for the interview process the state will notify the offeror of the time and date.

SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, 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.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the technical portion of all responsive proposals.
- 3) The Submittal Forms, from each responsive 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 documents 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 and will identify the top three highest-ranking offerors.
- 6) The state will conduct interviews as outlined in Section 4.09.
- 7) 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.
- 8) 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.
- 9) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 10) 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
Subcontractors	(Submittal Form F)	Pass/Fail
Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	175
Understanding of the Project	(Submittal Form C)	150
Methodology Used for the Project	(Submittal Form D)	150
Management Plan for the Project	(Submittal Form E)	125
Interviews		100
Total		700

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	200
Total		200
Preference Criteria		Weight
Alaska Offeror Preference (if applicable)		100
Total		100

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

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

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

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

Example (Max Points for the Section = 100):

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

Offeror 1 was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

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

This portion of the offeror’s proposal will be evaluated against the following questions:

1) Questions regarding the firm and personnel:

How does the firm and the identified project manager, lead analyst, and survey leader:

- a) Meet or exceed the minimum required level of experience in the broad field of Compensation and/or Economics?
- b) Meet or exceed the required minimum level of experience with performing salary survey and analysis, economic consulting, or market research studies of a similar nature?
- c) Does the project manager meet or exceed the successful completion of at least one salary or employee benefit related consulting project within the past three years?
- d) Did the Lead Analyst and the Survey Leader meet the requirements stated on Sec 1.04, B and C.
- e) Demonstrate experience related to managing or participating in salary surveys and analysis?
- f) Meet or exceed the minimum level of experience required in developing survey methodologies?
- g) Has the firm provided letters of reference from previous clients?
- h) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 UNDERSTANDING OF THE PROJECT

This portion of the offeror’s proposal will be evaluated against the following questions:

- 1) To what degree does the proposal reflect a clear understanding of the organization's goals and needs for the salary study?

- 2) How well does the proposal demonstrate an understanding of the project's goals? What are the key outcomes based on their understanding of the project's scope?
- 3) How does the proposal address the organization's specific requirements, challenges, and context?
- 4) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 5) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well does the proposal describe the clarity and appropriateness of the firm's methodology for collecting, analyzing, and interpreting compensation data?
- 2) To what extent does the proposal detail the methodologies to be used for collection of data from the federal government, other states, municipal government organizations, and private sector employers?
 - a. Do the methodologies represent a process that will ensure statistically reliable, valid and defensible results?
- 3) To what extent do the proposed study methodologies for data collection and presentation:
 - a. Represent a process that is logical and reasonable?
 - b. Represent a process that will produce statistically reliable, valid, and defensible results?
- 4) To what extent does the proposal articulate a methodology that will be used to evaluate and determine if changes to the State's comparison pool are required?
- 5) To what extent do the methodologies offered for job description review and targeted survey development represent a process that will produce statistically reliable, valid, and defensible results?
- 6) How did the proposal describe the measures used to ensure the confidentiality and security of sensitive compensation data?

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well did the firm outline the key stages and milestones of their project management plan, along with estimated timelines for each phase?
- 2) How well did the firm plan to allocate resources, including personnel, tools, and technologies, to ensure the successful execution of the project?

- 3) What strategies did they employ to effectively manage risks, changes in scope, and unexpected challenges that may arise during the project?
- 4) How will the firm maintain open and transparent communication with our organization's stakeholders, and what mechanisms do they have in place for reporting project progress?

SEC. 5.08 INTERVIEWS

DOPLR will conduct interviews only with the Project Manager, Lead Analyst, and Survey Leader from the top three highest ranking offerors.

SEC. 5.09 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 20% of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

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

Offeror #1 receives 400 points.

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

Offeror #2 receives 374.3 points.

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

Offeror #3 receives 336.8 points.

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

SEC. 5.10 ALASKA OFFEROR PREFERENCE

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

Example:**Step 1**

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

Step 2

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

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

Step 3

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

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

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

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make 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 **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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

SEC. 6.07 CONTRACT NEGOTIATION

After 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 via Microsoft Teams meeting.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

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

[Application Of Preferences](#)

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

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

SEC. 6.12 ALASKA BIDDER PREFERENCE

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

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

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

Alaska Bidder Preference Certification Form

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. 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 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. 6.15 QUALIFIED OFFERORS

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

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

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

SEC. 6.16 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.17 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 6.18 HUMAN TRAFFICKING

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

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

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

SEC. 6.19 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 6.20 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. 6.21 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law,

undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 6.22 ASSIGNMENT

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

SEC. 6.23 DISPUTES

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

SEC. 6.24 SEVERABILITY

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

SEC. 6.25 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After 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. 6.26 SOLICITATION ADVERTISING

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

SEC. 6.27 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the 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 (Submittal Form G)
- 2) Submittal Form A – Offeror Information
- 3) Submittal Forms B-F
- 4) Standard Agreement Form with Appendix A

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number 24*385	2. Contract Title Statewide Salary Study	3. Agency Fund Code 1004	4. Agency Appropriation Code A24521004
5. Vendor Number VS007589	6. IRIS GAE Number (if used) N/A	7. Alaska Business License Number 943630	
This contract is between the State of Alaska,			
8. Department of Administration		Division of Personnel and Labor Relations hereafter the State, and	
9. Contractor: The Segal Company (Western States), Inc. Contact: Richard Ward Email: rward@segalco.com			hereafter the contractor
Mailing Address 180 Howard Street, Suite 1100	Street or P.O. Box	City San Francisco	State CA ZIP+4 94105
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>December 13, 2023</u>, and ends <u>November 30, 2024</u>.</p> <p>ARTICLE 4. Considerations:</p> <p>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>\$775,000.00</u> in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of Administration		Attention: Division of Personnel and Labor Relations	
Mailing Address PO Box 110201, Juneau, AK 99811-0201		Attention: Kate Sheehan	
12. CONTRACTOR		<p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm The Segal Company (Western States), Inc.			
Signature of Authorized Representative <i>Richard Ward</i>	Date 12/12/2023		
Typed or Printed Name of Authorized Representative Richard Ward			
Title Senior Vice President, West Region Director - Public Sector			
13. CONTRACTING AGENCY		Signature of Head of Division, Contracting Agency, or Designee Date	
Department/Division Administration/DOA OPPM	Date 12/13/2023	<i>Kate Sheehan</i>	12/13/23
Signature of Procurement Officer <i>Lisa Trombi</i>		Typed or Printed Name Kate Sheehan	
Typed or Printed Name of Procurement Officer Lisa Trombi		Title Division Director	
Title Department Procurement Manager			

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

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

Except to the extent that they incorporate the contractor's proprietary software, tools, know-how, techniques, methodologies, and report formats (collectively, the "Contractor's Proprietary Information") all documents, data, and other tangible materials authored or prepared and delivered by the contractor to the State under this contract are the sole and exclusive property of the State once paid for by the State. To the extent the Contractor's Proprietary information is incorporated into such Deliverables, the State shall have a perpetual, nonexclusive, worldwide, royalty- free license to use, copy and modify the Contractor's Proprietary Information as part of the Deliverables internally and for their intended purpose.

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

APPENDIX B²
INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

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

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

APPENDIX C SCOPE OF WORK

1. Purpose

The purpose of this contract is for the Contractor is to provide a statewide salary study.

The State of Alaska, Department of Administration (DOA), Division of Personnel and Labor Relations will use these services to accomplish the following: To gather accurate and up-to-date data on salary and compensation practices across various industries and job roles amongst public and private sector employers in order to compare these structures to those within the State of Alaska. This data will serve as a valuable resource for the State of Alaska to make informed decisions regarding employee salary and overall compensation.

2. Order of Precedence

The terms and conditions of RFP# 2024-0200-0142/02-111-24 Statewide Salary Study, Appendices, and Amendments are made part of this contract. The order of precedence for the contract between DOA and the Contractor is established by the order of the following documents:

1. Any amendment to the executed contract with the more recent amendment taking precedence over a less recent amendment.
2. The Standard Agreement Form for Professional Services and Appendices.
3. The Contractor's proposal.

The above numbered documents are, collectively, the "contract." In the case of any conflict or inconsistency arising under the contract documents, a document identified with a lower number in this subsection shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above-mentioned contract documents but is not addressed in another of such documents.

Where terms and conditions specified in the Contractor's proposal differ from the terms and conditions in contract documents 2, as identified above in section 2 Order of Precedence, the terms, and conditions of documents 2 shall apply. Where terms and conditions specified in the Contractor's proposal supplement the terms and conditions in contract documents 2, as identified above in section 2 Order of Precedence, the supplemental terms and conditions shall apply only if specifically accepted by the Procurement Officer in writing.

3. Contractor Performance and Deliverables

The Contractor shall perform the scope of work, provide the deliverables, and meet the delivery and completion dates as outlined in RFP# 2024-0200-01420/02-111-24 Statewide Salary Study, Appendices, and Amendments.

Both parties agreed to the flexibility of meeting the deliverable dates based on Segal's proposal and the negotiation held on November 29, 2023. Segal will design a project plan to achieve the deliverable dates with mutual agreeable timeline and workplan.

The Contractor shall perform the tasks, services, and deliverables set forth within this Scope of Work to DOA's satisfaction. The Contractor shall be responsible for all communications regarding the progress of performance of the contract and shall discuss with DOA any issues, recommendations, and decisions related

to the contract. The Contractor shall be the sole point of contact on all matters related to the performance of the contract.

During the performance of the contract if it is determined that the original work to be completed becomes more involved than anticipated and if it is within the approved or not in the approved scope of work, DOA may adjust the time, scope, or cost of the contract with an approved Unanticipated Amendment Exception (UAE) RAP. This must be agreed upon between DOA and the Contractor through a written amendment and must be conducted within the life of the contract.

DOA Project Manager

The DOA Project Manager is responsible for monitoring the operations and performance of the Contractor for contract compliance, and to coordinate actions and communications between DOA and the Contractor. The DOA Project Manager for this contract is:

Attn: Kate Orozco
PO Box 110201
Juneau, Alaska 99811-0201
Phone: 907-465-4074
E-mail: kate.orozco@alaska.gov

4. Remedial Action

In addition to any remedies available to DOA under law or equity, DOA at its sole discretion may require one or more of the following remedial actions if the Contractor fails to cure findings of breach, or as otherwise provided for herein:

- DOA may take reasonable steps to provide for such cure and may offset the costs of such cure against the contract pricing in effect at the time of occurrence of a breach.
- Reduce and/or offset payment to reflect the reduced value of goods or services received.
- Withhold payment or require payment of actual damages caused by a breach.
- Terminate the contract pursuant to section 5 Termination.

Withholding of payment by DOA for the failure of the Contractor to perform shall not relieve the Contractor from its obligations under the contract.

5. Termination

Termination for Cause

The occurrence of any of the following events shall be an event of default under the contract and cause for termination:

- A material breach of any term or condition of the contract.
- Any representation or warranty by Contractor in its proposal that proves to be untrue or materially misleading.

- Any default or non-compliance as otherwise specified in the contract.

DOA may terminate the contract if DOA provides the Contractor written notice of default and the Contractor has failed to cure the default within 30 calendar days. If DOA terminates the contract for default, DOA reserves the right to take any action it may deem necessary including, without limitation:

- Exercise any remedy provided by law or equity.
- Withhold payment until the default is remedied.
- Offset of damages against payment due.

Termination for Convenience

DOA may terminate the contract at its convenience, in whole or in part, by providing the Contractor written notice 30 calendar days prior to termination of the contract.

If DOA terminates the contract for convenience, DOA is liable only for payment in accordance with the payment provisions of this contract for goods or services provided before the effective date of termination.

Effect of Termination

Upon termination by DOA, the Contractor shall:

- Stop work as directed by DOA. Place no further orders or requests of subcontractors, if any, for goods or services;
- Take actions necessary, or that DOA may direct, for the protection and preservation of the goods or services;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the termination notice;
- Deliver or otherwise make available to DOA all data, reports, estimates, confidential information, summaries and such other information and materials, as may have been accumulated by the Contractor in performing the contract, whether completed or in process.

END OF APPENDIX C SCOPE OF WORK

**APPENDIX D
COMPENSATION**

The Contractor will be compensated for goods or services rendered to the State of Alaska, Department of Administration (DOA) in accordance with the contract terms and conditions, and as follows:

1. Unless otherwise stated in this contract, price adjustments will not be allowed during the renewal process. The price for this contract will remain firm and not fluctuate for the entire term of the contract, to include any and all renewals or extensions. Any request for an adjustment to the time, scope, or cost of the contract that will impact the pricing will only be considered at the Contractor's written request based on justification through sufficient supporting documentation and is subject to approval based upon legislative or department appropriations.
2. The period of performance for the initial contract term shall begin on the Service Commencement Date of December 13, 2023 and expire on November 30, 2024.
3. This contract has no renewal options.

The State will not be responsible for payment of goods or services rendered outside the valid term of this contract, there will be no exceptions.

4. If a renewal option is not exercised by DOA, the contract shall be considered expired on the expiration date noted above and does not require notification of such by DOA. All exercised renewal options shall be executed via written amendment to the contract. DOA may enter into a month-to-month holdover extension, prior to the expiration of the current contract term. All exercised month-to-month holdover extensions shall be executed via written amendment to the contract. DOA will provide the Contractor written notice 30 calendar days prior to cancellation of any month-to-month holdover extension. The total cumulative dollar amount of each month-to-month holdover extension shall not exceed the unanticipated amendment limitations stated in Alaska Administrative Manual 81.700. All other terms and conditions specified by the contract shall remain the same during any month-to-month holdover extension period.

5. The compensation for the entire duration of the contract, including all renewal option periods, shall not exceed \$775,000.00. The compensation for the initial contract term and each renewal option year shall not exceed the dollar amounts identified below:

Contract Term = \$775,000.00

The price for goods or services shall be based on the Contractor's proposal dated November 29, 2023 - Best And Final Offer (attached one page).

The hourly rate based on the contractor's proposal for the three roles below remains fixed.

Project Manager \$445.00

Lead Analyst \$300.00

Survey Leader \$220.00

6. The Contractor shall submit a properly documented invoice monthly to DOA. Payment to the Contractor is contingent upon the Contractor delivering a properly documented invoice, no later than 30 days after the completion of a deliverable, to DOA and after DOA confirms receipt of goods or services.

DOA retains the right to request additional justification and/or documentation as it deems necessary to ensure appropriate payment of the invoice.

Every invoice shall include the following information:

- Contract number: CT# 24*385 Statewide Salary Study;
- Identification of the billing period;
- An itemized listing of deliverables and charges for the invoiced period;
- Total amount billed;
- Date invoice was submitted for payment;
- Entity name, contact information, and Alaska vendor number.

Contractor shall send invoices to:

Attn: Kate Orozco
PO Box 110201
Juneau, Alaska 99811-0201
Phone: 907-465-4074
E-mail: kate.orozco@alaska.gov

Questions concerning payment must be addressed to the DOA point of contact identified above.

7. Final invoices must be received by DOA no later than 30 days following the termination or expiration date of the contract.

8. 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.

9. The State is a government entity and it is understood and agreed that the State's payments herein provided for may be paid from Alaska State Legislative appropriations; and approval or continuation of a contract is contingent upon Legislative appropriation. The State reserves the right to terminate the contract in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments; or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages resulting therefrom.

END OF APPENDIX D COMPENSATION

ATTACHMENT 1
Cost Proposal (SUBMITTAL FORM G)

STATEWIDE SALARY STUDY
RFP #2024-0200-0142/02-111-24

Modifications and any additions to the below form or format will not be allowed. Proposal may be considered non-responsive if any modification or additions are made to the form.

Description (DO NOT ADD ANY ADDITIONAL ROLES)	DOPLR FIXED Annual Number of Hours (DO NOT MODIFY THE HOURS)	Hourly Rate US\$	Total US\$
Project Manager	1000 (FIXED HOURS) (Segal accepts DOPLR hours estimate, actual hours may vary)	\$445 (blended avg. rate)	US\$ N/A because hours may vary
Lead Analyst	1000 (FIXED HOURS) (Segal accepts DOPLR hours estimate, actual hours may vary)	\$300 (blended avg. rate)	US\$ N/A because hours may vary
Survey Leader	1000 (FIXED HOURS) (Segal accepts DOPLR hours estimate, actual hours may vary)	\$220 (blended avg. rate)	US\$ N/A because hours may vary
Grand Total			US\$ 775,000

Modifications and any additions to the below form or format will not be allowed. Proposal may be considered non-responsive if any modification or additions are made to the form.

The Hourly Rate proposed above must include all costs necessary to perform the work described herein. This includes, but is not limited to, all labor, overhead, and travel costs. No other costs will be paid outside of this hourly rate.

The DOPLR FIXED Annual Number of Hours is for evaluation purposes. The resulting contract will be based on actual number of work hours provided. There is no guaranteed minimum or maximum number of hours implied herein

Name of Offeror's Firm: The Segal Company (Western States), Inc. d/b/a Segal

Contact Name: Richard Ward, FSA, FCA, MAA

Signature:  _____

Email address: rward@segalco.com

Date: 11/29/2023

DUNS or CAGE Code #: 001710136

STATE OF ALASKA
AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 24*385
2. IRIS or DGS Solicitation Number (if used) N/A
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining: Zero
4. Agency Unit and Appropriation Code A24521004
5. IRIS GAE Number (if used) N/A
6. Amendment No. One (non-term renewal)

This agreement is between the State of Alaska,

7. Department of Administration	Division of Personnel and Labor Relations	hereafter the State, and
8. Contractor: The Segal Company (Western States), Inc. Contact: Richard Ward Email: ward@segalco.com hereafter the Contractor		
Mailing Address, Street or P.O. Box 180 Howard Street, Suite 1100	City San Francisco	State CA
ZIP Code 94105		
9. Original period of performance FROM: December 13, 2023 TO: November 30, 2024	10. Amended period of performance FROM: N/A TO: N/A	
11. Previous amount of contract to date: \$775,000.00	12. Amount of this amendment: \$25,000.00	13. This amended contract shall not exceed a total of \$800,000.00
14. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows: All other terms and conditions of the contract remain in effect.		
In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor the amount of <u>\$800,000.00</u> , with the total of the life of this contract not to exceed <u>\$800,000.00</u> as stated on the original compensation appendix of this contract.		
The period of performance under this contract is unchanged.		
IN WITNESS WHEREOF the parties hereto have executed this amendment.		
NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.		

15. CONTRACTOR		17. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm The Segal Company (Western States), Inc			
Signature of Authorized Representative <i>Richard Ward</i>	Date June 28, 2024		
Typed or Printed Name of Authorized Representative Richard Ward			
Title Senior Vice President, West Region Director – Public Sector			
16. CONTRACTING AGENCY		Signature of Head of Division or Designee DocuSigned by: Kate Sheehan	Date 6/28/2024
Department/Division Administration / DOA OPPM		Typed or Printed Name of Authorizing Official Kate Sheehan	
Signature of Procurement Officer <i>Lisa Trombi</i>	Date 6/28/2024	Title Division Director	
Typed or Printed Name of Procurement Officer Lisa Trombi			
Title Department Procurement Manager			

1. Agency Contract Number	24*385
2. IRIS or DGS Solicitation Number (if used)	UAE RAP 2025-0200-0067 / 02-104-25
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Years remaining: Zero
4. Agency Unit and Appropriation Code	A24521004
5. IRIS GAE Number (if used)	N/A
6. Amendment No.	Two (non-term renewal)

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This agreement is between the State of Alaska,

7. Department of Administration	Division of Personnel and Labor Relations	hereafter the State, and
8. Contractor: The Segal Company (Western States), Inc.		
Contact: Richard Ward Email: rward@segalco.com		hereafter the Contractor
Mailing Address, Street or P.O. Box	City	State
180 Howard Street, Suite 1100	San Francisco	CA
		ZIP Code
		94105
9. Original period of performance		10. Amended period of performance
FROM: December 13, 2023 TO: November 30, 2024		FROM: N/A TO: N/A
11. Previous amount of contract to date:	12. Amount of this amendment:	13. This amended contract shall not exceed
\$800,000.00	\$80,000.00	a total of \$880,000.00
14. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows: All other terms and conditions of the contract remain in effect.		
In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor the amount of <u>\$880,000.00</u> , with the total of the life of this contract not to exceed <u>\$880,000.00</u> as stated on the original compensation appendix of this contract.		
This amendment provides additional funding for additional analysis and reporting for a new version of the Salary Study report with [redacted]		
[redacted] Segal has estimated approximately 100 staff time hours at the established contract hourly rates to make these report revisions. See attached email quote from The Segal Company for additional details, dated August 8, 2024 (attached one page).		
IN WITNESS WHEREOF the parties hereto have executed this amendment.		
NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.		
15. CONTRACTOR		17. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm		
The Segal Company (Western States), Inc		
Signature of Authorized Representative	Date	
<i>Richard Ward</i>	8/26/2024	
Typed or Printed Name of Authorized Representative		
Richard Ward		
Title		
Senior Vice President, West Region Director – Public Sector		
16. CONTRACTING AGENCY		Signature of Head of Division or Designee
Department/Division		<i>Kate Sheehan</i>
Administration / DOA OPPM		Date
Signature of Procurement Officer		08/26/24
<i>Lisa Trombi</i>	Date	Typed or Printed Name of Authorizing Official
8/26/2024		Kate Sheehan
Typed or Printed Name of Procurement Officer		Title
Lisa Trombi		Division Director
Title		
Department Procurement Manager		

- | | | | |
|--|--|---|---------|
| 9. Original period of performance
FROM: December 13, 2023 | TO: November 30, 2024 | 10. Amended period of performance
FROM: N/A | TO: N/A |
| 11. Previous amount of contract to date:
\$800,000.00 | 12. Amount of this amendment:
\$80,000.00 | 13. This amended contract shall not exceed
a total of \$880,000.00 | |

14. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows: All other terms and conditions of the contract remain in effect.

In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor the amount of \$880,000.00, with the total of the life of this contract not to exceed \$880,000.00 as stated on the original compensation appendix of this contract.

This amendment provides additional funding for additional analysis and reporting for a new version of the Salary Study report with one market 50th percentile and another market definition of 65th percentile for Life, Health, and Safety jobs. Segal has estimated approximately 100 staff time hours at the established contract hourly rates to make these report revisions. See attached email quote from The Segal Company for additional details, dated August 8, 2024 (attached one page).

IN WITNESS WHEREOF the parties hereto have executed this amendment.

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

15. **CONTRACTOR**

Name of Firm
The Segal Company Western States, Inc

Signature of Authorized Representative
Richard Ward

Date
8/26/2024

Typed or Printed Name of Authorized Representative
Richard Ward

17. **CERTIFICATION:** I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - 820.

From: Ward, Richard
To: DOA OPPM Procurement (DOA sponsored)
Subject: RE: Amd Two RE: Fully Executed: Amd One CT# 24.385 Statewide Salary Study
Date: Wednesday, August 7, 2024 3:03:03 PM
Attachments: image001.png

Hi, Lisa, will this work ok?

Segal will perform additional analysis and reporting per the State's request for a new version of the report with EC, DP, BOI

EC, DP, BOI

Additionally, SOA may request additional meetings between Segal and union leadership or other stakeholders as part of this contract amendment. Segal will develop one draft and one final report to include Assuming Segal is in receipt of all required data from SOA, the intent is to have a final report ready by no later than October 31, 2024.

For these initial additional tasks, Segal is estimating approximately 100 staff time hours at the established contract hourly rates to make these report revisions. The actual number of hours may vary depending on the ultimate complexity of the tasks and the staff levels and expertise necessary to perform this additional work.

Richard Ward, FSA, FCA, MAAA
Senior Vice President
West Region Director, Public Sector
Segal
Tel Office 818-956-6714 | Mobile 619-710-9952
RWARD@Segalco.com
CA Insurance Lic 0K64985
Segal (Western States) CA 0647735
Segal, Segal Marco Advisors and Segal Benz
are all members of the Segal family

Upcoming/Current OOO: M-F Aug 5-9 (business travel)

From: DOA OPPM Procurement (DOA sponsored) <doa.oppm.procurement@alaska.gov>
Sent: Wednesday, August 7, 2024 9:38 AM
To: Ward, Richard <rward@segalco.com>; DOA OPPM Procurement (DOA sponsored) <doa.oppm.procurement@alaska.gov>
Subject: RE: Amd Two RE: Fully Executed: Amd One CT# 24.385 Statewide Salary Study

CAUTION: External Sender

Thank you, Richard.

I look forward to receiving your upcoming email.

Lisa Trombi
OPPM, DOA
doa.oppm.procurement@alaska.gov
Work hours: 7:00 a.m. – 3:30 p.m.

Please complete your OPPM Customer Satisfaction Survey: <https://form.jotform.com/210463636631156>

ATTACHMENT ONE

Please find below a summary description of the scope of work being requested of Segal as it pertains to the statewide salary study. We understand State of Alaska (SOA) is requesting edits and additions to the statewide salary study initiated by Segal in 2024. Specifically, the changes relate to the following broad categories:

- Update SOA baseline compensation information for any changes since 1/1/24 in the Segal analysis. This relates to updating base pay information for the approximately 400+ benchmark jobs.
 - Develop and recommend an approach to aging (subject to SOA approval) data captured through the 2024 custom survey as well as the Segal Public Sector Compensation Database and Published Survey Sources; apply the aging factor to salary data in the Segal compensation database created for SOA.
 - Conduct survey outreach for additional peer employers (to be identified by SOA), generally consisting of additional State employers and selected other public sector employers. It is estimated that approximately 5-10 additional peer employers will be added to the Segal custom survey
- Incorporate this additional information into the Segal compensation database and work with SOA on any report modifications and market definitions needed to finalize the analysis.
- It is anticipated that Segal may be asked to provide testimony in person to SOA leadership and/or legislators. The exact deliverables for this task have yet to be defined and likely will be determined in Q2 of 2025
 - Update the report to offer insights and recommendations based on the survey results (RFP Sec. 3.03)

Below are some key dates that have been preliminarily determined in conjunction with SOA in order to project plan these additional work requests:

SOA to provide additional peers for surveying to Segal by 12/15
New SOA baseline comp data for all benchmarks by 1/15
Decision by SOA on market definitions 1/31
Survey/data mining by Segal to occur 1/1 thru 2/28
Close data collection 2/28, draft report by 3/15
Full draft report 3/31
Testimony and report finalization 4/1 – 6/30

Fees:

Segal is proposing an hourly time charge model (this is the same approach as to how the current contract is constructed). We are estimating that a contract amendment in the amount of an additional \$70,000 should be sufficient to accomplish the requested items, including at least one round-trip to Juneau, AK for in-person testimony as-needed. Segal staff travel is charged at a flat rate of \$3,600 per day per Segal staff member. Travel costs per person will be billed at cost and are estimated at \$3,000 per Segal staff member (assumes 2 days onsite with AK team). Segal will provide receipt documentation for airfare, ground transportation and hotel costs. Personal meals and other incidentals will not be billed to the State. This would increase the current contract value of \$880,000 to a new total of \$950,000 (additional \$70,000 as noted in previous sentence).

Contact:

Patrick Bracken, CCP
Senior Vice President

Segal

1800 M Street NW Suite 900 | Washington, DC 20036

T 202.833.6452 | M 202.549.3640

pbracken@segalco.com



Alaska Department of Administration PERSONNEL AND LABOR RELATIONS

[Administration](#) / [Personnel and Labor Relations](#) / [Classification](#) / [Compensation Concerns](#)

COMPENSATION CONCERNS

This page focuses on assisting you with situations that you might encounter and questions or concerns that you might have about the State's Pay Plan as it pertains to the work of your department, division, unit, and staff. Within the following you will find information and guidance on the role of Classification in personnel administration and dealing with various issues related to compensation. Some of your own questions or concerns may lead you elsewhere within our site. However, we may also be able to address them here. We encourage you to investigate all of the prospective questions and concerns, even if at first glance they don't initially appear to cover yours.

[\[expand/collapse all \]](#)

1) What is the State's Pay Plan?

2) How is the pay range for my job determined?

A job class is assigned a pay range based on internal alignment within a job family. This alignment is determined through comparison of the classification factors of the job classes comprising the job family and assessing the similarities and differences in terms of their levels of skill, difficulty, responsibility, and overall authority.

Job families are evaluated for competitiveness with the appropriate labor markets as part of the routine maintenance of the Classification and Pay Plans. The State's policy is to target overall market competitiveness at the 65th percentile (the median and point at which 35% of employers pay higher salaries and 65% pay lower salaries than the State). Since internal alignment is the primary determinant in setting salary ranges of job classes, and the job families' competitiveness with market is evaluated as part of the overall system maintenance, the market competitiveness of individual job classes will commonly vary from this overall target.

3) Candidates aren't accepting job offers at the salary range set for the job class. How can I get the salary increased so I can hire?

4) My employees could make a lot more money working for the federal government or private companies. How can I increase their salaries to stay competitive and keep my staff?

From: [Miguel Rohrbacher](mailto:Miguel.Rohrbacher@guy.bell@alaska.gov)
To: guy.bell@alaska.gov
Subject: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study
Date: Tuesday, October 15, 2024 4:34:00 PM

Dear Mr. Bell,

Pursuant to the Alaska Public Records Act (AS 40.25.110) and the Alaska Administrative Code (2 AAC § 96.325), I hereby request the opportunity to inspect and to obtain copies of the following public records related to the Statewide Salary Study (RFP#2024-0200-0142) awarded to the Segal Company (Western States), Inc d/b/a Segal, issued by the Department of Administration, Division of Personnel & Labor Relations (DOPLR):

1. **All correspondence** (including but not limited to, emails, letters, memoranda, meeting notes, and text messages) between the awarded contractor (Segal) for the Statewide Salary Study and any state employees or appointed officials regarding the contract, the scope of work, results of the study, and agency and contractor feedback. This request covers all communications from the date the RFP was issued (September 14, 2023) to the present October 15, 2024.
2. **Internal communications** (including but not limited to, emails, letters, memoranda, meeting notes, and text messages within the Governor’s Office and its component divisions, offices, and sections including but not limited to; Governor’s Executive Office, and the Office of Management and Budget regarding the Statewide Salary Study, it’s planning, the Statewide Salary Study contract, the study’s findings, and any instructions or feedback about the study. This includes but is not limited to communications discussing the “Statewide Salary Study”, requests for information or data, feedback, or revisions related to the study’s methodology, survey design, final findings, estimated cost, and/or feasibility of implementation. This request covers all communications from June 14, 2023 to the present October 15, 2024.
3. **All correspondence** (including but not limited to, emails, letters, memoranda, meeting notes, and text messages) between the Governor’s Office and any state agency, state employee, appointed official, or elected official in the Executive or Legislative branch, or private citizen, company, or organization, regarding the Statewide Salary Study including but not limited to; it’s planning, the Statewide Salary Study contract, the study’s findings, and any instructions or feedback about the study. This includes but is not limited to communications discussing the “Statewide Salary Study”, requests for information or data, feedback, or revisions related to the study’s methodology, survey design, final findings, estimated cost, and/or feasibility of implementation. This request covers all

communications from June 14, 2023 to the present October 15, 2024.

4. **Draft, interim, and final products** provided by the contractor, including reports, analyses, data sets, presentations, or any other deliverables related to the salary study. This request covers all records from the date the RFP was issued (September 14, 2023) to the present October 15, 2024.

5. **Supporting documentation** provided by the contractor, such as research methodologies, data sources, survey designs, cost-of-living adjustments, or recommendations for changes to the comparison pool of jobs analyzed. This request covers all records from the date the RFP was issued (September 14, 2023) to the present October 15, 2024.

Please provide the records in electronic format by e-mail attachment (PDF or other widely accessible formats) if possible. If there are any fees associated with fulfilling this request, I would appreciate receiving a cost estimate before the work begins. If the estimate exceeds \$200, I request to be notified to assess the scope or make adjustments as necessary.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 10 business days, as the statute requires.

Please feel free to contact me if you need any further clarification regarding this records request.

Respectfully,

Miguel Gonzales Rohrbacher
Legislative Liaison
Alaska Public Employees Association (APEA/AFT)
Mrohrbacher@apea-aft.org
(907)-321-5064

From: Bell, Guy B (GOV)
Sent: Wednesday, October 30, 2024 4:34 PM
To: Miguel Rohrbacher <mrohrbacher@apea-aft.org>
Cc: Vrana, Paula R (DOA) <paula.vrana@alaska.gov>; Pillifant, Amanda D (DOA) <amanda.Pillifant@alaska.gov>
Subject: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study

Good afternoon Mr. Rohrbacher,

I have been asked to coordinate the response—from the Office of the Governor and the Department of Administration—to your request, and expect to provide our initial response tomorrow.

Thanks in advance for your patience, and all the best.

Guy

Guy Bell
Special Projects Assistant
Public Records Officer
Office of Governor Mike Dunleavy
Phone: (907) 465-3915
guy.bell@alaska.gov

From: Miguel Rohrbacher <mrohrbacher@apea-aft.org>
Sent: Tuesday, October 15, 2024 4:34 PM
To: Bell, Guy B (GOV) <guy.bell@alaska.gov>
Subject: Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study

You don't often get email from mrohrbacher@apea-aft.org. [Learn why this is important](#)

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Bell,

Pursuant to the Alaska Public Records Act (AS 40.25.110) and the Alaska Administrative Code (2 AAC § 96.325), I hereby request the opportunity to inspect and to obtain copies of the following public records related to the Statewide Salary Study (RFP#2024-0200-0142) awarded to the Segal Company (Western States), Inc d/b/a Segal, issued by the Department of Administration, Division of Personnel & Labor Relations (DOPLR):

From: [Bell, Guy B \(GOV\)](#)
To: [Miguel Rohrbacher](#)
Cc: [Vrana, Paula R \(DOA\)](#); [Pillifant, Amanda D \(DOA\)](#)
Subject: RE: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study
Date: Thursday, October 31, 2024 3:16:53 PM
Attachments: [2 AAC 96.335-2 AAC 96.350.pdf](#)

Good afternoon, Mr. Rohrbacher:

I am writing in response to your October 15, 2024, Alaska Public Records Act (APRA) request for numerous categories of public records regarding the Statewide Salary Study. Given that you sent the same request to the Commissioner’s Office of the Alaska Department of Administration (DOA), in the interest of efficiency, this letter also responds to your request to DOA. (Together, the Office of the Governor and DOA are “the Agencies.”)

As of this date, the State of Alaska (State) has not received a preliminary or final report. Therefore, because the APRA regulations state that the nonexistence of a requested record constitutes a denial of a request for the record, this response constitutes a denial of your request. Further, under the APRA regulations, whenever an agency denies a request, it must tell the requester the following: you may administratively appeal by complying with 2 AAC 96.340; an administrative appeal requires no appeal bond; you may seek immediate judicial review by pursuing an injunction from the superior court under AS 40.25.125; not pursuing an injunction will not adversely affect your rights before the agency, including in administratively appealing the denial; and I have been delegated the authority to deny APRA requests. Enclosed are 2 AAC 96.335 – 2 AAC 96.350.

I note that, while the State has not received a preliminary or final report, it has received drafts of the statewide salary study. These drafts are either not public records (i.e., because an agency need not retain them for their informational value or as evidence of an agency’s organization or operation because the agency no longer has an administrative need for them) or are not subject to disclosure based on the executive communications privilege, the deliberative process privilege, and/or the balance of interests. See AS 40.25.120(a)(4) (protecting “records required to be kept confidential by a federal law or regulation or by state law”); see also, e.g., *Griswold v. Homer City Council*, 428 P.3d 180, 186 (Alaska 2018) (stating that AS 40.25.120(a)(4) applies “to express exceptions contained in state law and to common law exceptions”); *Gwich’in Steering Comm. v. State, Office of the Governor*, 10 P.3d 572, 578 (Alaska 2000) (upholding the nondisclosure of records based on the deliberative process privilege); *Capitol Info. Group v. State, Office of the Governor*, 923 P.2d 29, 33-34 (Alaska 1996); *Doe v. Alaska Superior Court, Third Judicial Dist.*, 721 P.2d 617, 623 (Alaska 1986) (stating that “a governor, in the discharge of official duties, is entitled to an executive privilege analogous to the President’s”) *City of Kenai v. Kenai Peninsula Newspapers, Inc.*,

642 P.2d 1316, 1323 (Alaska 1982) (stating that a balance must “be struck between the public interest in disclosure on the one hand and the privacy and reputation interests of the affected individuals and the government’s interest in confidentiality, on the other”). The Agencies will determine whether a draft is not a public record or is a protected public record after collecting and reviewing the drafts.

To the extent the Agencies can only or most efficiently identify and/or provide requested records using computer-related services and products, most of your request seeks electronic services and products under AS 40.25.115. For example, efficiently searching for emails would involve an “alphanumeric query”; and to search for and provide text messages, if any, in a usable format, the Agencies would need to extract messages from phones and copy them to a readable and transferrable format. AS 40.25.220(1).

Under AS 40.25.115, an agency has discretion to provide electronic services and products and, with that discretion, agrees to search for emails and other electronic records when a request includes a reasonably specific subject. See AS 40.25.115(a) (stating an agency “may” provide electronic services and products; doing so “may not” take priority over primary responsibilities); see *also*, 2 AAC 96.315(a) (stating an “agency shall attempt to communicate with the requester in order to identify the public records requested, speed the response, and lessen the administrative burden of processing an overly broad request”). An agency may decline a request for electronic services and products if providing them would result in the need to review such a large number of records that the work would substantially interfere with the agency’s other responsibilities, including responding to other APRA requests: every identified record must be reviewed for responsiveness, and every responsive record must be reviewed for confidential and privileged information to protect the rights and interests of individuals, non-State of Alaska entities, and the State of Alaska.

Accordingly, the Agencies will grant your request for electronic services and products and will ask the State Security Office (SSO) in the Office of Information Technology to search for emails in the State of Alaska email system if you sign the search description and pay the SSO quote (which is usually \$70.06) that the Agencies will provide and pay any other estimated and actual recoverable costs. See AS 40.25.115(a) (stating that an agency may provide electronic services and products upon payment); AS 40.25.115(b) (stating that the fee for electronic services and products is based on the incremental costs—e.g., the personnel time for SSO to set up and run a search and provide an agency the collected emails). Also, the Agencies will grant your request if you agree to work with them to make the review manageable if a search results in such a large number of records to review that the Agencies determine that the review would impair their ability to perform other activities, including responding to other APRA requests. This might involve, for example, agreeing to narrow the search criteria and/or

reducing the number of records custodians.

If you express interest in an electronic search and agree to work with the Agencies to make a review manageable, we will produce and send you a search description and quote.

After receiving the signed search description and payment, the work will begin, and the Agencies will review the collected records for responsiveness and protected information as deadlines and workloads allow. This letter satisfies the only non-appeal-related date-certain deadline that applies to electronic services and products. See 2 AAC 96.325(b).

To the extent your request does not seek electronic services and products, the Agencies are extending the basic 10-working-day period to respond. We expect to further respond on or before November 14, 2024. This extension is not invoked for purposes of delay. It is because the Agencies needed to consult with an employee who was out of the office and need to consult with legal counsel to ensure that protected interests are not infringed. 2 AAC 96.325(d) (3), (5).

Finally, the Agencies note that a record is not responsive to a request merely because it meets electronic search criteria. A record that is not on a subject of interest or with the APRA's ambit is not responsive: e.g., a record that does not meet the definition of a "public record" is not responsive. AS 40.25.220(3) (Public records are items appropriate for preservation for their informational value or as evidence of the agency's organization or operation.); see *also, e.g., McLeod v. Parnell*, 286 P.3d 509, 515 (Alaska 2012) ("[N]ot every record a state employee creates, and certainly not every state employee email, is necessarily appropriate for preservation."). For example, an auto-saved draft, intentionally deleted record, or duplicate is not a public record. Also, a record that is outside any AS 40.21 schedule's retention period is not a public record: e.g., a transitory record or draft is a public record until there is no longer an administrative need for it. See State of Alaska General Administrative Records Retention Schedule, Schedule #100.3 (January 2009), Items 76 and 84 at <https://archives.alaska.gov/documents/rims/schedules/100-3.pdf>. Text and instant messages typically are transitory records that are beyond their retention age as soon as they are read, and drafts often are beyond their retention age as soon as there is a new draft.

If you have any questions, please call me at (907) 465-3915.

Sincerely,

s/ Guy Bell

Public Records Officer

Office of the Governor

From: [Bell, Guy B \(GOV\)](#)
To: [Miguel Rohrbacher](#)
Cc: [Patzke, Brittany A \(DOA\)](#)
Subject: RE: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study
Date: Thursday, November 14, 2024 2:25:51 PM
Attachments: [ProtectedRecordsLog_2024-11-14 Prod02.pdf](#)
[2 AAC 96.335-2 AAC 96.350.pdf](#)

November 14, 2024

Via Email

Miguel Gonzales Rohrbacher

Legislative Liaison

Alaska Public Employees Association (APEA/AFT)

Mrohrbacher@apea-aft.org

Re: Alaska Public Records Request Received October 15, 2024

Good afternoon Mr. Rohrbacher:

This letter follows up on the October 31, 2024, email from the Office of the Governor and the Commissioner's Office of the Alaska Department of Administration (Agencies) responding to your request for numerous categories of public records regarding the Statewide Salary Study. This letter responds to your request to the extent that the request seeks records that are not emails or email attachments. However, the Agencies will provide, via ZendTo, the contract with The Segal Company (Western States), Inc. as of the date that we received your request. Regarding the contract's progress, we note that the State is continuing to work with the contractor to obtain and incorporate additional data into the draft report.

As explained in the October 31 email, if you want an electronic search for emails and agree to work with the Agencies to make a review manageable, we will produce and send you a search description and quote.

The only responsive public records that are not emails or email attachments are some drafts of spreadsheets and reports, which the contractor uploaded to a secure file transfer site accessible to the Division of Personnel and Labor Relations. (If you do not want an email search, the Agencies will do the following: (1) estimate the cost (if any) of searching for and copying those drafts that would have been identified through an email search; and (2) upon payment of any estimate, search for and, to the extent that they are not protected, copy them.) Those drafts are identified on the enclosed protected records log. The Agencies are withholding these records based on the executive communications privilege, the deliberative process privilege, and the balance of interests. See AS 40.25.120(a)(4) (protecting "records required to be kept confidential by a federal law or regulation or by state law"); see also, e.g., *Griswold v. Homer City Council*, 428 P.3d 180, 186 (Alaska 2018) (stating that AS 40.25.120(a)(4) applies "to express exceptions contained in state law and to common law exceptions" and that the court "balance[s] the interest of the citizen in knowing

what the servants of government are doing and the citizen's proprietary interest in public property, against the interest of the public in having the business of government carried on efficiently and without undue interference" (internal quotation marks omitted)); *Gwich'in Steering Comm. v. State, Office of the Governor*, 10 P.3d 572, 578 (Alaska 2000) (upholding the nondisclosure of records based on the deliberative process privilege); *Capitol Info. Group v. State, Office of the Governor*, 923 P.2d 29, 33-34 (Alaska 1996); *Doe v. Alaska Superior Court, Third Judicial Dist.*, 721 P.2d 617, 623 (Alaska 1986) (stating that "a governor, in the discharge of official duties, is entitled to an executive privilege analogous to the President's"); *Protect Democracy Project, Inc. v. Nat'l Sec. Agency*, 10 F.4th 879, 885-86 (D.C. Cir. 2021) (stating that "the presidential privilege covers documents 'in their entirety,' including post-decisional and factual material within a record" (quoting *In re Sealed Case*, 121 F.3d 729, 745 (D.C. Cir. 1997))); *Buzzfeed, Inc. v. Fed. Bureau of Investigation*, 613 F. Supp.3d 453 (D.D.C. 2020) (upholding the FBI's denial under the presidential communications privilege of a FOIA request for an entire file of documents). The Agencies are also withholding the draft spreadsheets because they contain confidential business information (e.g., private sector employers' compensation data and proprietary compensation models) protected under Article I, Sections 1, 18, and 22 of the Alaska Constitution and under the Alaska Uniform Trade Secrets Act, AS 45.50.910 – 45.50.945. See, e.g., *State Dep't of Nat. Res. v. Arctic Slope Reg'l Corp.*, 834 P.2d 134, 138 (Alaska 1991) (holding that Alaska law protects "confidential business information").

The Agencies note that, to the extent that they have salary study-related text messages, the messages are non-substantive, transitory records (i.e., they say only things such as "thank you" and "the meeting is at 1"), and the Agencies no longer have an administrative need for them. See State of Alaska General Administrative Records Retention Schedule, Schedule #100.3 (January 2009), Item 76, at <https://archives.alaska.gov/documents/rims/schedules/100-3.pdf>. Accordingly, as explained in the October 31 email, these text messages are no longer public records and, therefore, are not subject to the Alaska Public Records Act. See AS 40.25.220(3); see also, e.g., *McLeod v. Parnell*, 286 P.3d 509, 515 (Alaska 2012). The Agencies further note that, even though the protected records log identifies superseded drafts of spreadsheets and reports, the Agencies may still argue that any superseded draft also is not a public record.

Given that the Agencies redacted and are withholding records protected under AS 40.25.120(a)(4), under the regulations of the Alaska Public Records Act, this response constitutes a denial. See 2 AAC 96.335(a). You may administratively appeal by complying with 2 AAC 96.340. An administrative appeal requires no appeal bond. Also, you may seek immediate judicial review by pursuing an injunction from the Superior Court under AS 40.25.125. Not pursuing an injunction will not adversely affect your rights before the Agencies, including in administratively appealing the denial. We have been delegated the authority to deny Alaska Public Records Act requests. Enclosed are 2 AAC 96.335 – 2 AAC 96.350.

Sincerely,

/S/ Guy Bell

Special Project Assistant
Office of Governor Mike Dunleavy

/S/ Brittany Patzke
Classification Manager
Division of Personnel & Labor Relations
Alaska Department of Administration

From: Bell, Guy B (GOV)
Sent: Thursday, October 31, 2024 3:17 PM
To: 'Miguel Rohrbacher' <mrohrbacher@apea-aft.org>
Cc: Vrana, Paula R (DOA) <paula.vrana@alaska.gov>; Pillifant, Amanda D (DOA) <amanda.Pillifant@alaska.gov>
Subject: RE: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study

Good afternoon, Mr. Rohrbacher:

I am writing in response to your October 15, 2024, Alaska Public Records Act (APRA) request for numerous categories of public records regarding the Statewide Salary Study. Given that you sent the same request to the Commissioner’s Office of the Alaska Department of Administration (DOA), in the interest of efficiency, this letter also responds to your request to DOA. (Together, the Office of the Governor and DOA are “the Agencies.”)

As of this date, the State of Alaska (State) has not received a preliminary or final report. Therefore, because the APRA regulations state that the nonexistence of a requested record constitutes a denial of a request for the record, this response constitutes a denial of your request. Further, under the APRA regulations, whenever an agency denies a request, it must tell the requester the following: you may administratively appeal by complying with 2 AAC 96.340; an administrative appeal requires no appeal bond; you may seek immediate judicial review by pursuing an injunction from the superior court under AS 40.25.125; not pursuing an injunction will not adversely affect your rights before the agency, including in administratively appealing the denial; and I have been delegated the authority to deny APRA requests. Enclosed are 2 AAC 96.335 – 2 AAC 96.350.

I note that, while the State has not received a preliminary or final report, it has received drafts of the statewide salary study. These drafts are either not public records (i.e., because an agency need not retain them for their informational value or as evidence of an agency’s organization or operation because the agency no longer has an administrative need for them) or are not subject to disclosure based on the executive communications privilege, the deliberative process privilege, and/or the balance of interests. See AS 40.25.120(a)(4)

Alaska Department of Administration
APEA/AFT Public Records Request
Protected Records Log

Bates Number	Date	Page Count	Document Type	Author	Recipients	Subject	Privilege Note
DOA-APEA000011	4/15/2024	816	Excel	The Segal Group	Personnel in the Division of Personnel and Labor Relations (DOPLR), the Commissioner's Office of the Alaska Department of Administration (DOA), the Executive Office of the Office of the Governor (GOV), and/or the Office of Management and Budget (OMB)	Alaska Detailed Market Data Sheets 4.15.2024(5852734.1).xlsx	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests, Confidential Business Information
DOA-APEA000012	5/13/2024	2784	Excel	The Segal Group	DOPLR, DOA, GOV, and/or OMB	Alaska Market Analysis by Demographics(5862000.1).xlsm	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests, Confidential Business Information
DOA-APEA000013	5/14/2024	10	Excel	The Segal Group	DOPLR, DOA, GOV, and/or OMB	Alaska Benefits Comparison Tables(5862008.1).xlsx	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests, Confidential Business Information
DOA-APEA000014	5/15/2024	39	Word	The Segal Group	DOPLR, DOA, GOV, and/or OMB	20240514 State of Alaska - Statewide Salary Study Report PB 5.15(5868294.1).docx	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000015	5/15/2024	1447	Excel	The Segal Group	DOPLR, DOA, GOV, and/or OMB	Alaska Total Compensation Model(5866627.1).xlsm	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests, Confidential Business Information
DOA-APEA000016	5/31/2024	32	Excel	The Segal Group	DOPLR, DOA, GOV, and/or OMB	Alaska_Benchmark Jobs	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000017	5/31/2024	34	Word	The Segal Group	DOPLR, DOA, GOV, and/or OMB	20240531 State of Alaska - Statewide Salary Study Report_Exhibits only(5874874.1).docx	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000018	5/31/2024	39	Word	The Segal Group	DOPLR, DOA, GOV, and/or OMB	20240531 State of Alaska - Statewide Salary Study Report PB 5.15(5868294.1)_State Feedback 5.22.24_Segal Review(5874881.1).docx	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000019	6/5/2024	72	Excel	The Segal Group	DOPLR, DOA, GOV, and/or OMB	Alaska_Benchmark Jobs	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000020	6/10/2024	40	Word	The Segal Group	DOPLR, DOA, GOV, and/or OMB	20240531 State of Alaska - Statewide Salary Study Report PB 5.15(5868294.1)_State Feedback Round 2 (6.6.24)_Segal Response(58771.docx	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000021	6/12/2024	40	Word	The Segal Group	DOPLR, DOA, GOV, and/or OMB	20240531 State of Alaska - Statewide Salary Study Report PB 5.15(5868294.1)_State Feedback Round 3 (with track changes)(5879388..docx	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests

Alaska Department of Administration
APEA/AFT Public Records Request
Protected Records Log

Bates Number	Date	Page Count	Document Type	Author	Recipients	Subject	Privilege Note
DOA-APEA000022	6/13/2024	1540	Excel	The Segal Group	DOPLR, DOA, GOV, and/or OMB	Alaska Total Compensation Model 06-14-2024(5866627.2).xlsm	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests, Confidential Business Information
DOA-APEA000023	6/14/2024	40	Word	The Segal Group	DOPLR, DOA, GOV, and/or OMB	20240531 State of Alaska - Statewide Salary Study Report PB 5.15(5868294.1)_State Feedback Round 3_Segal Response (clean copy)(5.docx	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000024	6/14/2024	34	Word	The Segal Group	DOPLR, DOA, GOV, and/or OMB	20240531 State of Alaska - Statewide Salary Study Report_Exhibits only 6-14-2024 (5874874.1).docx	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000025	6/28/2024	38	Word	The Segal Group	DOPLR, DOA, GOV, and/or OMB	DRAFT_State of Alaska - Statewide Salary Study Report	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000026	6/28/2024	18	Word	The Segal Group	DOPLR, DOA, GOV, and/or OMB	DRAFT_State of Alaska - Statewide Salary Study Report	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000027	6/28/2024	18	Word	The Segal Group	DOPLR, DOA, GOV, and/or OMB	DRAFT_State of Alaska - Statewide Salary Study Report	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000028	6/28/2024	38	Word	The Segal Group	DOPLR, DOA, GOV, and/or OMB	DRAFT_State of Alaska - Statewide Salary Study Report	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000030	7/18/2024	38	Word	The Segal Group	DOPLR, DOA, GOV, and/or OMB	DRAFT_State of Alaska - Statewide Salary Study Report	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000031	7/18/2024	18	Word	The Segal Group	DOPLR, DOA, GOV, and/or OMB	DRAFT_State of Alaska - Statewide Salary Study Report	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000032	7/18/2024	38	Word	The Segal Group	DOPLR, DOA, GOV, and/or OMB	DRAFT_State of Alaska - Statewide Salary Study Report	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000033	7/18/2024	18	Word	The Segal Group	DOPLR, DOA, GOV, and/or OMB	DRAFT_State of Alaska - Statewide Salary Study Report	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests
DOA-APEA000036	9/4/2024	2800	Excel	The Segal Group	DOPLR, DOA, GOV, and/or OMB	Alaska Market Analysis by Demographics	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests, Confidential Business Information
DOA-APEA000037	9/4/2024	2801	Excel	The Segal Group	DOPLR, DOA, GOV, and/or OMB	Alaska Market Analysis by Demographics	Executive Communications Privilege, Deliberative Process Privilege, Balance of Interests, Confidential Business Information

From: [Miguel Rohrbacher](#)
To: [Bell, Guy B \(GOV\)](#)
Cc: [Patzke, Brittany A \(DOA\)](#)
Subject: RE: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study
Date: Tuesday, November 19, 2024 2:53:00 PM

Good afternoon Mr. Bell and Ms. Patzke,

Thank you for your thorough reply to the records request I submitted. I am interested in working with your offices on an electronic search. Would you be willing to let me know what you need from me to start the process of getting a search description and quote.

Thank you for your time and attention to this.

Miguel Rohrbacher

From: Bell, Guy B (GOV) <guy.bell@alaska.gov>
Sent: Thursday, November 14, 2024 2:26 PM
To: Miguel Rohrbacher <mrohrbacher@apea-aft.org>
Cc: Patzke, Brittany A (DOA) <brittany.patzke@alaska.gov>
Subject: RE: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study

November 14, 2024

Via Email

Miguel Gonzales Rohrbacher

Legislative Liaison

Alaska Public Employees Association (APEA/AFT)

Mrohrbacher@apea-aft.org

Re: Alaska Public Records Request Received October 15, 2024

Good afternoon Mr. Rohrbacher:

This letter follows up on the October 31, 2024, email from the Office of the Governor and the Commissioner's Office of the Alaska Department of Administration (Agencies) responding to your request for numerous categories of public records regarding the Statewide Salary Study. This letter responds to your request to the extent that the request seeks records that are not emails or email attachments. However, the Agencies will provide, via ZendTo, the contract with The Segal Company (Western States), Inc. as of the date that we received your request. Regarding the contract's

From: [Bell, Guy B \(GOV\)](#)
To: [Miguel Rohrbacher](#)
Cc: [Patzke, Brittany A \(DOA\)](#)
Subject: RE: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study
Date: Monday, December 9, 2024 1:53:12 PM
Attachments: [Quote_GOV_INC0234932_Rohrbacher.pdf](#)
[Statewide Salary Study Email Message 12-6-2024.pdf](#)

Mr. Rohrbacher,

In response to your request, enclosed is a State Security Office (SSO) search description and quote for emails, including their attachments, of the Office of the Governor and the Department of Administration (DOA) (collectively the Agencies) regarding the statewide salary study.

Please also find enclosed an email message sent by Deputy Chief of Staff Rachel Bylsma to State agency commissioners. The message explains the status of the statewide salary study contract with The Segal Company (Western States), Inc., the decision to extend the contract to next spring, and the additional work that the amendment to the contract will cover.

Our SSO search would seek all emails sent or received between May 1, 2024, and the date of your request by Chief of Staff Tyson Gallagher, Deputy Chief of Staff Rachel Bylsma, Office of Management and Budget Director Lacey Sanders, DOA Commissioner Paula Vrana, and Division of Personnel and Labor Relations Director Kate Sheehan and containing in the email or an attachment the term “statewide salary study” but not containing a term associated with the Alaska Public Records Act. Accordingly, the email search is designed to identify substantive communications of people involved in deciding how the statewide salary study will best help Governor Dunleavy make policy-related decisions in connection with compensation for State positions.

The Agencies expect that the email search will identify hundreds of substantive records regarding the statewide salary study. The Agencies also expect that, for the reasons explained in my prior emails, such records are no longer public records (i.e., because they are beyond their retention age) or are protected (i.e., based on the executive communications privilege, the deliberative process privilege, and/or the balance of interests or because providing them would disclose confidential business information). Accordingly, even though an email search based on different search criteria—including an earlier start date, additional records custodians, and additional search terms—would result in the collection of more records, the Agencies believe that the proposed email search is more reasonable. The Agencies anticipate that, with the proposed search, providing the electronic services and products will not interfere with their primary responsibilities while at least identifying a substantial portion of the public records that you seek and, compared with a more expansive search, enabling the Agencies to further respond to your request significantly sooner—i.e., because they will need to review for responsiveness and protected information hundreds, rather than thousands, of records.

Upon receiving the signed search description with a check or money order in the amount of \$70.06 (made payable to the State of Alaska), the Agencies will ask SSO to undertake the search. As we noted in our October 31 email, we will review the records the search identifies for responsiveness

and protected information as deadlines and workloads allow.

Following is our mailing address:

Office of the Governor, Division of Administrative Services
240 Main Street, Suite 300, Juneau, AK 99801
Attention: Steven Lowenstein

Sincerely,

/S/ Guy Bell

Special Project Assistant
Office of Governor Mike Dunleavy

/S/ Brittany Patzke

Classification Manager
Division of Personnel & Labor Relations
Alaska Department of Administration

From: Miguel Rohrbacher <mrohrbacher@apea-aft.org>

Sent: Tuesday, November 19, 2024 2:53 PM

To: Bell, Guy B (GOV) <guy.bell@alaska.gov>

Cc: Patzke, Brittany A (DOA) <brittany.patzke@alaska.gov>

Subject: RE: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study

Good afternoon Mr. Bell and Ms. Patzke,

Thank you for your thorough reply to the records request I submitted. I am interested in working with your offices on an electronic search. Would you be willing to let me know what you need from me to start the process of getting a search description and quote.

Thank you for your time and attention to this.

Miguel Rohrbacher

From: Bell, Guy B (GOV) <guy.bell@alaska.gov>

Sent: Thursday, November 14, 2024 2:26 PM

To: Miguel Rohrbacher <mrohrbacher@apea-aft.org>

Cc: Patzke, Brittany A (DOA) <brittany.patzke@alaska.gov>

Subject: RE: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study

December 6, 2024
Rachel Bylsma
Deputy Chief of Staff
Office of Governor Mike Dunleavy

Email to State Agency Commissioners

Good afternoon Commissioners,

I hope this message finds you well. I want to provide you an update regarding the timeline for the statewide salary study contract. As you know, funding for the study was included in the FY2024 budget. An RFP was issued in the fall of 2023 with the initial goal of completing the study by June 30, 2024.

To date, we have not received a preliminary or final study report. As we reviewed drafts of the study, we identified the need to gather additional data and requested the contractor solicit salary data from additional peer/comparable jurisdictions. We also asked the contractor to factor in investments the State made in salaries through collective bargaining and the passage and implementation of Senate Bill 259 (2024 legislation that addressed state employee compensation).

Potential changes to the State's classification and pay plans informed by the final study report could substantially impact the State's budget, and additional due diligence is necessary, especially as we look at the State's revenue projections.

With the additional information being requested, the contract will be extended again and the approximate timeline for completion of the report is now projected for mid-legislative session.

While we understand the importance of this study in discussions regarding ongoing recruitment and retention challenges the State is facing, it is important to ensure we have as much data as possible to make an informed decision.

We appreciate your patience and understanding. Please don't hesitate to reach out if you have any questions or require further information.

Thank you,

Rachel Bylsma
Deputy Chief of Staff
Office of Governor Mike Dunleavy
550 W 7th Ave Suite 1700
Anchorage, Alaska 99501
O: 907-269-7450

State of Alaska State Security Office



Public Records Act Request

Email Search Description and Cost Estimate

Date

- 12/9/2024

SSO Internal Tracking Number

- AlaskaNow #: INC0234932

Task

- Public Records Act Request

Requesting Agency

- Office of the Governor
- Department of Administration

SOA Employees Searched

- Tyson Gallagher (tyson.gallagher@alaska.gov)
- Rachel Bylsma (rachel.bylsma@alaska.gov)
- Lacey Sanders (lacey.sanders@alaska.gov)
- Paula Vrana (paula.vrana@alaska.gov)
- Kate Sheehan (kate.sheehan@alaska.gov)

Dates Involved

- 05/01/2024 – 11/19/2024

Systems Involved

- State of Alaska Email System

Discovery Process Outline

SOURCE: Systems Involved

SEARCH: Emails sent to or from SOA Employees Searched for the Dates Involved that contain terms listed in the Search Terms section below.

SEARCH TERMS: "statewide salary study" NOT (FOIA OR "public records" OR prr OR apra OR pra)

RESULTSET: Results will be in a .pst per custodian.

Email Records Search

- SSO receives the request and creates a Service Request.
- SSO approves the request and sends it to the DOA commissioner for approval.
- SSO receives the approval.
- SSO completes the Email Search Description and Cost Estimate and provides it to requesting agency.
- SSO begins the search after the requesting agency notifies SSO that the requesting agency received the payment of the cost estimate.
- SSO provides the results to the requesting agency.

Hours Breakdown

- SSO setup and approval of the request
- SSO search, collection, processing, review, and delivery

Hourly Rate

- \$70.06

Accumulative Cost Estimate

- Hours = 1
- Cost = \$70.06

***Total Estimate* \$70.06**

SIGNATURE OF REQUESTER _____

From: [Miguel Rohrbacher](#)
To: [Bell, Guy B \(GOV\)](#); steven.lowenstein@alaska.gov
Cc: [Patzke, Brittany A \(DOA\)](#)
Subject: RE: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study
Date: Monday, January 13, 2025 1:20:00 PM

Good afternoon Mr. Bell and Mr. Lowenstein,

I hand delivered my signed search request and the accompanying check to your office on Friday and I want to confirm that your office received it.

Thank you for your assistance,

Miguel Rohrbacher

From: Bell, Guy B (GOV) <guy.bell@alaska.gov>
Sent: Monday, December 9, 2024 1:53 PM
To: Miguel Rohrbacher <mrohrbacher@apea-aft.org>
Cc: Patzke, Brittany A (DOA) <brittany.patzke@alaska.gov>
Subject: RE: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study

Mr. Rohrbacher,

In response to your request, enclosed is a State Security Office (SSO) search description and quote for emails, including their attachments, of the Office of the Governor and the Department of Administration (DOA) (collectively the Agencies) regarding the statewide salary study.

Please also find enclosed an email message sent by Deputy Chief of Staff Rachel Bylsma to State agency commissioners. The message explains the status of the statewide salary study contract with The Segal Company (Western States), Inc., the decision to extend the contract to next spring, and the additional work that the amendment to the contract will cover.

Our SSO search would seek all emails sent or received between May 1, 2024, and the date of your request by Chief of Staff Tyson Gallagher, Deputy Chief of Staff Rachel Bylsma, Office of Management and Budget Director Lacey Sanders, DOA Commissioner Paula Vrana, and Division of Personnel and Labor Relations Director Kate Sheehan and containing in the email or an attachment the term “statewide salary study” but not containing a term associated with the Alaska Public Records Act. Accordingly, the email search is designed to identify substantive communications of people involved in deciding how the statewide salary study will best help Governor Dunleavy make policy-related decisions in connection with compensation for State positions.

The Agencies expect that the email search will identify hundreds of substantive records regarding the statewide salary study. The Agencies also expect that, for the reasons explained in my prior emails, such records are no longer public records (i.e., because they are beyond their retention age) or are

From: [Bell, Guy B \(GOV\)](#)
To: [Miguel Rohrbacher](#); [Lowenstein, Steven J \(GOV\)](#)
Cc: [Patzke, Brittany A \(DOA\)](#)
Subject: Re: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study
Date: Monday, January 13, 2025 1:29:31 PM

Good afternoon Miguel

Yes, document and check have been received. We have already reached out to the State Security Office to perform the email record search.

All the best,
Guy

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From: Miguel Rohrbacher <mrohrbacher@apea-aft.org>
Sent: Monday, January 13, 2025 2:20:17 PM
To: Bell, Guy B (GOV) <guy.bell@alaska.gov>; Lowenstein, Steven J (GOV) <steven.lowenstein@alaska.gov>
Cc: Patzke, Brittany A (DOA) <brittany.patzke@alaska.gov>
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Cc: [Patzke, Brittany A \(DOA\)](#)
Subject: RE: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study
Date: Thursday, January 30, 2025 12:25:00 PM

Good morning Mr. Bell,

I wanted to check on the status of the email record search. What is the progress of the search?

Thank you,

Miguel Rohrbacher

From: Bell, Guy B (GOV) <guy.bell@alaska.gov>
Sent: Monday, January 13, 2025 1:29 PM
To: Miguel Rohrbacher <mrohrbacher@apea-aft.org>; Lowenstein, Steven J (GOV) <steven.lowenstein@alaska.gov>
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All the best,

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Subject: RE: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study

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From: [Bell, Guy B \(GOV\)](#)
To: [Miguel Rohrbacher](#)
Cc: [Patzke, Brittany A \(DOA\)](#)
Subject: Re: Public Records Request Regarding RFP#2024-0200-0142 – Statewide Salary Study
Date: Friday, January 31, 2025 10:09:51 AM

Good morning Miguel,

The records review is in its very early stages. Because documents will be reviewed for various privileges, it may take some time depending on other deadlines and workflows.

All the best,
Guy

From: Miguel Rohrbacher <mrohrbacher@apea-aft.org>
Sent: Thursday, January 30, 2025 12:25 PM
To: Bell, Guy B (GOV) <guy.bell@alaska.gov>; Lowenstein, Steven J (GOV) <steven.lowenstein@alaska.gov>
Cc: Patzke, Brittany A (DOA) <brittany.patzke@alaska.gov>
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