

RAP Number 2019-0500-0415

SSOA Request for Alternate Procurement

Complete all required and/or applicable fields below, save, and email to doa.dgs.purchasing.statewide@alaska.go	٧.
Include supporting materials and factual evidence after this form or attach separately.	

Department	Education & Early Development		
Туре	Single Source (AS 36.30.300 / 2 AAC 12.410)		
Date Required	04/08/2019		
Total Estimated Cost	\$15,000.00		
Vendor Name	Crossroads Education / Robert Boyle		
Executive Summary			
from 2015-2017 for Alaska' built the Alaska Digital Acad superintendent during the in experience to create a Proj	s Digital Teaching Initiative to create digital courses for students. Through this initiative, KGBSD demy Portal (AKDA) for delivery, management, and support of digital courses. As the mplementation of this initiative in the KSGBSD, Bob Boyle contains unique knowledge and ect Implementation Plan for a statewide Alaska Digital Academy. A professional services contract		
Preparer Information			
Alternate procurements mus amount.	st be conducted by procurement staff with SSoA procurement certification appropriate for the dollar		
Preparer Name	Laurel Shoop Certification Level Level III		
Preparer E-mail	laurel.shoop@alaska.gov		
Contact Information			
Contact Name / Phone	Tamara Van Wyhe / 907-465-2857		
Requesting Agency	Approval		
May not be delegated below	Type Single Source (AS 36.30.300 / 2 AAC 12.410) Date Required 04/08/2019 Total Estimated Cost \$15,000.00 Vendor Name Crossroads Education / Robert Boyle Boyle was the superintendent of Ketchikan Gateway Borough School District (KGBSD) when it received grant money may 15-2017 for Alaska's Digital Teaching Initiative to create digital courses for students. Through this initiative, KGBSD it the Alaska Digital Academy Portal (AKDA) for delivery, management, and support of digital courses. As the perintendent during the implementation of this initiative in the KSGBSD, Bob Boyle contains unique knowledge and perience to create a Project Implementation Plan for a statewide Alaska Digital Academy. A professional services contract uld begin upon approval of contract documents until June 30,2019 with no options for renewal. Preparer Information Benate procurements must be conducted by procurement staff with SSoA procurement certification appropriate for the dollar ount. Preparer Name Laurel Shoop Certification Level Level III Preparer E-mail laurel.shoop@alaska.gov Intact Information Du would like us to contact someone other than the preparer if we have questions or need further information, please vide their name and contact details below. Contact Name / Phone Tamara Van Wyhe / 907-465-2857 Equesting Agency Approval In you be delegated below Administrative Services Director for small procurements without prior approval from SSoA.		
Approver's Name / Title	Heidi Teshner / 907-465-2875		
By entering my initials below to the best of my knowledge	v, I represent that I am authorized to approve this Request for Alternate Procurement. I confirm tha e, all information and evidence submitted in support of this request is accurate and true.		
Approver's Initials	Date US19		

Single Source / Limited Competition / Emergency Evidence

For **Single Source**, **Limited Competition**, or **Emergency** RAP types, you must include evidence consisting of material facts sufficient to independently determine that the findings of fact supporting the RAPs approval are true and accurate. Factual evidence may consist of written documents, records, supporting data, affidavits, or other information proving that the findings of fact are true and accurate.

For **Single Source** and **Limited Competition** RAP types, for each piece of evidence submitted, please indicate whether it supports the RAP being in the state's best interest or whether it supports the procurement being impractical to compete using a more competitive procurement method, or both. Remember, evidence supporting "state's best interest" must describe the specific interests affected.

Continue evidence list on new page if necessary.

	State's	Impractical
	Best	to
<u>Evidence</u>	<u>Interest</u>	<u>Compete</u>



Department of Education & Early Development

FINANCE AND SUPPORT SERVICES

801 West 10th Street, Suite 200 PO Box 110500 Juneau, Alaska 99811-0500 Main: 907.465,2800 Fax: 907,465,4156 www.education.alaska.gov

DATE:

March 22, 2019

FROM:

Tamara Van Wyhe, Director of Educator & School Excellence

Alaska Department of Education and Early Development

RE:

Written testimony regarding Robert Boyle's expertise on distance learning

For 24 years, I have served as an educator in Alaska, with the majority of that time spent in a rural district. As a classroom teacher, I leveraged early technologies to connect my students with peers across the country to discuss English Language Arts content and concepts. While serving as Director of Teaching and Learning Support in the Copper River School District, I directed a three-year Digital Teaching Initiative Grant project that focused on expanding opportunities and improving learning outcomes through the intentional, carefully designed use of videoteleconferencing and technology platforms. During that time, I engaged in substantial research and project development as the CRSD investigated the process of establishing a virtual school-within-a-school in our district. As a superintendent, I continued to increase online learning opportunities for students in my district through online course catalog development and teacher/staff training.

It is from my experience as a long-time Alaskan educator engaged in distance education program development and implementation that I speak with authority concerning the importance of hiring a contractor with Alaska-specific experience in virtual school design.

AS 36.30.300(b) Single source procurements

Subject: Testimony to Robert Boyle's subject matter expertise and unique qualifications to perform the duties and speak authoritatively on the development of a statewide digital academy.

While Copper River was engaged in its own Digital Teaching Initiative (DTI) Grant, Ketchikan Gateway Borough School District was a fellow grantee whose project focused exclusively on the development of a statewide digital academy. Robert Boyle was, at that time, serving as superintendent in Ketchikan and was at the helm of the KGBSD's project. Mr. Boyle successfully led his district's work to develop a digital academy serving students across Alaska, During Ketchikan's DTI Grant project development and implementation, Mr. Boyle was involved in researching, advising, and supporting the work of Ketchikan's project leadership.

Mr. Boyle has been an educator for nearly 40 years, with more than 20 years in Alaska. His extensive experience working to develop learning opportunities for students via online and distance-delivered options is evidenced in his resume and through projects he championed in the state. Bob's knowledge of Alaska's current online offerings. familiarity with virtual school components, various distance-delivered/virtual projects in districts across Alaska, and his well-established relationships with superintendents and school administrators provide him with a greater understanding of what is happening with virtual education in the state than anyone else in or outside of the state.

Mr. Boyle's background in this area of work, professional experience with virtual education projects, and established relationships with education leaders in Alaska would allow him to begin the research and development work for this project immediately. If a different contractor were selected, he or she would need approximately 160 hours to come to the same level of expertise as Mr. Boyle, costing the state approximately \$9,000. There would be critical time and

money wasted while another individual conducted research to gain an understanding of virtual education, familiarized him/herself with existing models of distance education in Alaska, and connected to the state's education leaders to gain information and insight on current local projects. There is a desire to have a virtual school option available to students across Alaska at the beginning of the 2019-2020 school year, and a contractor without Mr. Boyle's extensive background and professional network would not have enough time or access to relevant resources to learn and become proficient in the needed background and skills to be effective in this work.

Because of the timeframe of the proposed project, the expense to the state involved in bringing another contractor to the same level, and the unique background and set of experiences required for this project, it is not practical to award a contract through a competitive sealed bidding or limited competition. Robert Boyle's extensive experience in virtual education and digital learning makes it clearly in the best interest of the project, the Department of Education & Early Development, and the state of Alaska, to award this contract to him as a single-source expert.

Sincerely,

Tamara L. C. Van Wyhe

Division Director, Educator & School Excellence

tamara.vanwyhe@alaska.gov

801 West 10th Street, Suite 200

Juneau, AK 99801 907-465-2857

ROBERT A. BOYLE

PO Box 793, Langley, WA 98260 907-617-4770

boyler3@gmail.com

Professional Experience

Superintendent, Ketchikan Gateway Borough School District 2007- 2018 The Ketchikan Gateway Borough School District serves approximately 2,200 students in eight schools. Considered one of the top performing school districts in Alaska. Developed and implemented Fast Track, on-line homeschool. Developed and implemented the Alaska Digital Academy, on-line statewide program.

Superintendent, Taholah School District, Tahloah Washington 2006-07
Taholah School District serves students from the Quinault Indian Nation. Located on the western coast of Washington State it serves approximately 260 students in grades K-12 on a single site.

Superintendent, Northwest Arctic Borough School District, Kotzebue, Alaska, 2004-2006, Assistant Superintendent 2002-2004 The Northwest Arctic Borough School District covers 38,000 square miles, roughly the size of Indiana. There are 12 schools, one alternative school and an adult vocational training center. Lead development of a student records software program.

Principal K-12, Escuela Bella Vista, Maracaibo Venezuela, 2000-2002
Escuela Bella Vista is a private coeducational day school serving approximately 450 students from thirty-six countries. It provides a United States based curriculum to students grades K-12. Developed and implemented online program (through University of Texas). Escuela Bella Vista was the first school in Venezuela to use online learning. Implemented computerized MAP testing, second international school worldwide to host computerized MAP testing.

PRINCIPAL K-6, Seward Elementary School, Principal, Seward Alaska, , Kenai School District, 1994-2000 The W. H. Seward Elementary School is a K – 6 school of approximately 450 students, 120 miles south of Anchorage, Alaska. It is a multicultural school of 39% ethnic background including expatriates and a highly transit population. The Kenai School District was recently named to the top 20 districts in the U.S. by the Albertson's Foundation for instructional technology. Seward Elementary is viewed as progressive, technologically sophisticated, and is well supported by the community. First school in Kenai to host a website.

Director of Schools, Almaty International School, Almaty, Kazakhstan, 1993-94 Director of the Almaty International School during the initial start-up, I enrolled the first student, developed the school charter, established the advisory school board and positioned the school for long-term success. I met with senior government officials, ambassadors, and international business leaders, successfully gaining their

support for school operations. AIS provides a US based education in English. Developed international protocol for email through Quality Schools International.

Area Administrator, Principal, Ouzinkie, Danger Bay, Big Sandy Lake Schools, Kodiak School District. 1990- 93

Area administrator responsible for three K – 12 schools on two islands for the Kodiak Island School District. Responded to three local advisory boards and one district level school board. Developed programs that were adopted at the district level, served on district and state-wide committees, and presented at in-service programs for teachers and administrators. Implemented Star/Step satellite educational program.

EDUCATION DOCTORAL STUDIES-not completed

1997-2000 Gonzaga University, Spokane, Washington Ph.D. Leadership

MASTERS DEGREE

1984-1987 University of Alaska Southeast, Juneau, Alaska. MS

BACHELORS DEGREE

1972-1976 Bowling Green State University, Bowling Green, Ohio. BS

ADMINISTRATIVE CREDENTIAL ENDORSEMENT PROGRAMS

1989-1992 University of Alaska Southeast, Juneau, Alaska, **Superintendent** University of Alaska Southeast, Juneau, Alaska, **Principal K-12**

CERTIFICATION

Alaska Superintendent B-Administrator, Superintendent 290-44-96524014997 Alaska Principal K-12 B-Administrator, Principal K-12 290-44-96524014997 Washington Superintendent 2005

PROFESSIONAL PRESENTATIONS

2012-2018 Public Budget hearings involving school district and borough administration.

2011 and 12 School performance presentations at Rotary, Chamber of Commerce.

2005 Presentation on team building, Kawarek Annual Meeting, Nome, Alaska

2005 Conducted town meetings with Northwest Arctic Leadership Team in regional communities, Northwest Arctic Region.

2005 Presentation on Community Involvement, Alaska Association of School Boards – Leadership Academy, Juneau, Alaska

2005 Arctic Economic Development Summit, Barrow, Alaska – Quality Education

2003 Inservice presentation NWABSD Teacher Inservice.

2002 Co-presentation during First Alaskans Educational Summit, Anchorage.

2001 Presentation on School Vision, Escuela Bella Vista Board of Directors.

1994-99 Organized and presented at teacher in-service programs, Seward, Alaska.

1993 Graduation Speaker, Ouzinkie High School Graduation, Ouzinkie, Alaska.

1992 Presenter, computer applications, Alaska Association of Assistant Principals State Conference.

1989 Presenter, administrative computer applications, Near East-Southeast Asia Education Conference, New Delhi, India.

COMMUNITY RELATIONS

2012-2018, Board of Directors, Community Connections.

2010-2014, Board of Directors, Ocean Alaska.

2008-2010, Board of Directors, KRBD, public radio.

2005- current, Board of Directors, Southeast Regional Resource Center.

2004- member of Northwest Arctic Leadership Team, Kotzebue, Alaska.

2004- advisory member of Northwest Arctic Technical Education Center.

2003 District Liaison with Maniilag Health Service.

2003 District representative to Economic Summit Task Force.

2002 Escuela Bella Vista US Embassy Round Table Representative.

1995 Guest Speaker, Seward Rotary.

1990-93 Regularly consulted with significant community leaders on school and community relations.

1990-93 Conducted advisory school board and Indian Education Advisory parent meetings.

1990-93 Secured community support for fund raising programs.

REFERENCE LETTERS (AVAILABLE ON REQUEST)

Dr. Bruce Johnson, Director, Association of Alaska School Boards states:

"Robert Boyle is an outstanding educator who is 100% committed to what is best for the young people he serves. The transformation of the district (Northwest Arctic Borough School District) during Mr. Boyle's tenure was nothing short of miraculous." Mr. Charlie Curtis, President Northwest Arctic Borough School District Board of Education writes: "You make the duties of the Chair very easy. Thanks for your

commitment to our children."

Mr. Larry Jones, past president Northwest Arctic Borough School District Board of Education writes: "I know that you have had the best interest in our school children and the school district as a whole. I am not surprised with the work that you have accomplished for our educational organization within the district and the state."

Mr. Jackson McDonald, Deputy In Charge of Mission, United States Embassy, Almaty Kazakhstan, as school board member writes: "I'm pleased to attest to the dynamic and effective leadership of Mr. Boyle. He has demonstrated great perseverance, tact, resourcefulness, and political savvy in tackling the school's urgent problem(s). He has successfully negotiated difficult property issues with very senior government officials, including Governor of Almaty Region and the Vice President of the Republic of Kazakhstan. Mr. Boyle has my strongest endorsement."

Mr. Tim Hansen, Former Director, American Community School of Abu Dhabi writes: "He is congenial, poised, intelligent, and relates exceptionally well with people. He maintains a positive attitude and effectively combines his enthusiasm, sense of humor,

common sense, knowledge, experience, and pleasant demeanor to gain the highest level of respect from those who know him. He is cooperative, flexible, responsible, and a person that we can depend upon for support."

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number		2. Contract Title		3. Agency Fund Code		4. Agency A	4. Agency Appropriation Code		
CT 190000829		Statewide Digital A Implementa							
5. Vendor Number	r	6. IRIS CT Number CT 190000829			7. Alaska Business Lic 2085234	cense Number			
This contract is be	etween the State of A	laska,			1				
8. Department of Education and I	Early Development		Division Educator & School Ex	cellence		hereafter th	ne State, and		
9. Contractor							,		
Crossroads Edu	cation						hereafter the contractor		
Mailing Address		Street or P.O. Box		Cit	у	State	ZIP+4		
boyler3@gmail			mphry Rd		Clinton	WA	98236		
10. ARTICLE 1		endices referred to in this	contract and attached	to it are co	nsidered part of it.				
2 2 2 2 2 2 2 2 ARTICLE 3. ARTICLE 4.	Appendix A (Gene Appendix B sets fi Appendix C sets fi Appendix C sets fi Appendix E sets fi Appendix F sets fi Appendix F sets fi Period of Perforn Considerations: In full considerati \$15,000 in accord When billing the set	orth the liability and insur- orth the liability and insur- orth the Federal Debarme orth the services to be per orth the payment procedu- orth the Order of Preceder nance: The period of perfo on of the Contractor's per lance with the provisions of State, the Contractor shall	ance provisions of this nt certification require rformed by the Contraures of this contract. nce. formance for this contract formance under this cof Appendix E.	contract. ements of the ctor. act begins <u>u</u> ontract, the Number or Attention:	e contract. pon date of contract e State shall pay the Co	xecution, and ends June ntractor a sum not to exc	ceed		
Mailing Address				Attention:					
PO Box 110500, Ju	ıneau, AK 99811-0500)		Accounts F	Payable				
12.	CONT	TRACTOR		II.		•	rein and on supporting		
Name of Firm				documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay					
Signature of Autho	orized Representative		Date	cited	to cover this obligati	on. I am aware that to	nce in the appropriation knowingly make or allow d, or knowingly destroy,		
Typed or Printed N	lame of Authorized Re	presentative	l	mutil	ate, suppress, conc	ceal, remove or other	wise impair the verity, tes tampering with public		
Title					ds punishable under ken up to and includi		er disciplinary action may		
13.	CONTRAC	TING AGENCY			of Head of Contracting		Date		
Department/Divisi	on		Date						
Department of Edu	ucation & Early Develo	pment / ESE							
Signature of Project	ct Director			Typed or Printed Name Heidi Teshner					
Typed or Printed N	lame of Project Directo	or		Title					
Tamara Van Wyhe	2			Division Director of Finance & Support Services					
Title									
Division Director of	of Educator & School E	xcellence		haraba tara t	of continued to the	desienes			

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

APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

APPENDIX B² INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

- **2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- **2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- **2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- **2.4 Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

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

APPENDIX C

Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) that they have not been debarred or suspended from doing business with the federal government. This "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," must be acknowledged and submitted with this signed Agreement.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(SIGNING THIS AGREEMENT COMPLETES THE CERTIFICATION. BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Agreement.

Appendix C Page 1 of 2

Instructions for Certification

- By signing and submitting this Agreement, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Agreement is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Agreement," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Agreement is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Appendix C Page 2 of 2

APPENDIX D Scope of Work

PURPOSE

Development of a statewide digital academy is a priority for DEED as it supports the Alaska Education Challenge and helps ensure equity in access to content and learning for students across Alaska. Contractor shall develop research, synthesize models, and create a Project Implementation Plan for a statewide virtual school for Alaska.

BACKGROUND

Five districts received grants from 2015-2017 for Alaska's Digital Teaching Initiative to promote improved access to and completion of digital courses for students. The Alaska's Digital Teaching Initiative: Outcomes Report February 2018 was produced documenting the work of this initiative.

The Ketchikan Gateway Borough School District, as one of five grant recipients funded through this initiative, built the Alaska Digital Academy Portal (AKDA) for delivery, management, and support of digital courses.

As the superintendent of Ketchikan during the implementation of this initiative in the Ketchikan School District, Bob Boyle contains unique knowledge and experience to move a statewide Alaska Digital Academy plan forward.

SERVICES

The Contractor shall:

- 1. Create an Alaskan virtual school strategy;
- 2. Create vision and mission statements;
- 3. Coordinate with the State;
- 4. Track and monitor project deliverables;
- 5. Provide status updates to the Project Director;
- 6. Define a plan to secure needed resources; and
- 7. Present Project Implementation Plan.

DELIVERABLES

Contractor shall complete the following Deliverables:

- A) Pre-Planning
 - a. Contractor shall
 - i. Consult with DEED Commissioner and Project Director;
 - ii. Outline Project Implementation Plan; and
 - iii. Submit Project Implementation Plan outline with timeline for approval at the sole discretion of the Project Director.
- B) Research & Development
 - a. Contractor shall
 - i. Research and provide analysis for virtual school programming and strategies in the US;
 - ii. Provide an analysis of Federal, State, and Department regulations for public school related to virtual school operations;
 - iii. Provide and align findings and recommendations for statewide virtual school scenarios with the State Board of Education's "Alaska Education Challenge" strategic plan attached hereto as Attachment 1;
 - iv. Survey superintendents to determine scope of need and interest for digital content across the state; and

v. Determine scope of school functions including, but not limited to, curriculum, services, and activities related to virtual schools.

C) Project Implementation Plan

- a. Contractor shall present its Project Implementation Plan to the Project Director. The Project Implementation Plan shall include, but is not limited to:
 - i. Estimates concerning cost per course;
 - ii. Recommendations for funding alternatives;
 - iii. Recommendations for funding structure;
 - iv. Staffing scenarios including, but not limited to, certification, retired teacher, pay scale, and a proposed personnel manual;
 - v. A proposal for virtual schools governed by the State; and
 - vi. Other items requested by the Project Director.

SCHEDULE

Milestone A: April 15, 2019	Pre-Planning Complete
Milestone B: May 1, 2019	Formal Contractor check-in with project update
Milestone C: May 15, 2019	Research and Development Complete
Milestone D: May 20, 2019	Formal Contractor check-in with project update
Milestone E: June 15, 2019	Project Implementation Plan Complete
Milestone F: June 30, 2019	Deadline for formal, final Project Implementation Plan presentation

APPENDIX E Payment Schedule

Cost

Payments for services provided under this contract shall not exceed the total amount of \$15,000. This contract has no renewal options.

There will be no reimbursement for travel expenses in this contract.

PAYMENTS

Payments will be a firm fixed fee upon completion of each of the three major Deliverables of the Scope of Work as indicated in the schedule below:

- \$5,000 upon completion of Pre-Planning activities;
- \$5,000 upon completion of Research & Development activities;
- \$5,000 upon full completion of entire project's Scope of Work.

The Scope of Work and its Deliverables will be considered complete at the sole discretion of the State of Alaska Project Director.

Invoicing

Contractor shall submit an invoice for the services rendered to the address specified in Block 11 of the Standard Agreement Form. Payments will be net 30 days pending approval from the Project Director. Contract number and ordering department name must appear on all invoices and documents related to this order for payment. Failure to submit an invoice as required may cause a delay with the payment process.

APPENDIX F Order of Precedence

The terms and conditions, including	a the scane of work	are contained in the following	a documents and incor	norated by reference.
THE LETTIS ATTA CONDITIONS, INCIDENT	E THE SCOPE OF WORK	, are contained in the following	g ubcuments and micor	poraced by reference.

1) State of Alaska Contract # and its Amendments and Appendices

ATTACHMENTS

Attachments are included as referenced in the contract and are listed below.

Attachment 1 Alaska Education Challenge



Attachment 1 Alaska Education Ch

Attachment 2 Boyle Employer-Employee Relationship Questionnaire



Attachment 2 Boyle Employer-Employee

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing PO Box 110806, Juneau, AK 99811-0806

This is to certify that

Crossroads Education

7481 Humphry Rd, Clinton, WA 98236

owned by

Robert A Boyle

is licensed by the department to conduct business for the period

April 5, 2019 to December 31, 2019 for the following line(s) of business:

61 - Educational Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Julie Anderson Commissioner From: <u>Van Wyhe, Tamara L (EED)</u>

To: Shoop, Laurel A (EED); Billings, Brad G (EED)

Subject: RE: Upcoming ESE Procurement Projects

Date: Thursday, April 4, 2019 3:02:58 PM

Attachments: <u>image002.png</u>

image003.png image004.png image005.png image006.png

Hi. Laurel...

I'm determined to finish up the rest of what you need from me by COB today (and keeping my fingers crossed that it will actually happen!).

Florida Virtual is probably the best-known fully virtual model out there. Research will definitely investigate the many resources already available through FLVS, along with other models across the country and in Alaska. Our state has a number of unique challenges (obviously) related to distance and virtual education that are being addressed in innovative ways in several districts. Pulling together the "best practices" out there will, we hope, allow development of a unique model that will address the needs of students across Alaska.

Thanks for your help with this contract. This work to be done by Mr. Boyle is <u>very</u> high on Commissioner's list of priorities.

Tammy

From: Shoop, Laurel A (EED) < laurel.shoop@alaska.gov>

Sent: Wednesday, April 3, 2019 2:39 PM

To: Billings, Brad G (EED)

 brad.billings@alaska.gov>

Cc: Van Wyhe, Tamara L (EED) <tamara.vanwyhe@alaska.gov>

Subject: RE: Upcoming ESE Procurement Projects

Thank you for talking with me this afternoon, Brad.

As a side note, while researching Procurement resources for Virtual Schools, I found Florida Virtual School's website, hyperlinked <u>here</u>. The administrative staff there might be a good resource for your team while exploring Virtual learning options for students.

"FLVS was founded in 1997 and was the country's first, state-wide Internet-based public high school."

The FLVS provides non-Florida resident tuition rates on its website – maybe AK could collaborate with FL for its Virtual School needs?

Laurel

Dept. of Education, Procurement 907-465-8654

From: Billings, Brad G (EED) < brad.billings@alaska.gov>

Sent: Wednesday, April 3, 2019 2:05 PM

To: Shoop, Laurel A (EED) < laurel.shoop@alaska.gov>

Cc: Van Wyhe, Tamara L (EED) < tamara.vanwyhe@alaska.gov>

Subject: RE: Upcoming ESE Procurement Projects

Hi Laurel,

I appreciate your work on the draft contract.

If a written quote is required from the vendor prior to the commitment to the deliverables/compensation of the signed contract, could you a forward an example of the written quote you need from the vendor?

Brad

From: Shoop, Laurel A (EED)

Sent: Wednesday, April 03, 2019 1:36 PM

To: Billings, Brad G (EED) < brad.billings@alaska.gov>

Cc: Van Wyhe, Tamara L (EED) < tamara.vanwyhe@alaska.gov>

Subject: FW: Upcoming ESE Procurement Projects

Good afternoon, Brad -

While we are waiting for the vendor to provide their:

- 1. IRIS Vendor Customer Number, and
- 2. Vendor Alaska Business License Number.

Attached is the first draft of a contract for Statewide Digital Academy Analysis for your review.

Do you have a written quote with deliverables and compensation expectations from the vendor that you can provide to me for the contract?

Laurel

Dept. of Education, Procurement 907-465-8654

From: Van Wyhe, Tamara L (EED) < tamara.vanwyhe@alaska.gov>

Sent: Tuesday, April 2, 2019 10:13 AM

To: Shoop, Laurel A (EED) < <u>laurel.shoop@alaska.gov</u>>; Billings, Brad G (EED)

<brad.billings@alaska.gov>

Subject: RE: Upcoming ESE Procurement Projects

Not to step on Brad's toes in replying, but I'll step in here: This project is to research best practices

and models in virtual education in the U.S. and in Alaska. Nathan has not been consulted at this point because, well, we aren't at that point quite yet. When we get to the nuts-and-bolts planning of a virtual school that will work for AK, our IT folks will absolutely be pulled into the conversation.

Thanks. Tammy

From: Shoop, Laurel A (EED) < laurel.shoop@alaska.gov>

Sent: Tuesday, April 2, 2019 9:59 AM

To: Billings, Brad G (EED) < brad.billings@alaska.gov>

Cc: Van Wyhe, Tamara L (EED) < tamara.vanwyhe@alaska.gov>

Subject: RE: Upcoming ESE Procurement Projects

Good morning, Brad –

The system that the State implements would have to be compatible with our existing infrastructure, so IT will be a valuable resource to develop those specifications. Nathan Weed would have good input to help ensure your project will be designed to ensure our data is secured and supported by IT standards, performed successfully by the contractor, and where possible created, hosted, and supported by State of Alaska employees.

Have you talked with Nathan about your project?

Laurel

Dept. of Education, Procurement 907-465-8654

From: Van Wyhe, Tamara L (EED) < tamara.vanwyhe@alaska.gov>

Sent: Tuesday, April 2, 2019 9:53 AM

To: Shoop, Laurel A (EED) < <u>laurel.shoop@alaska.gov</u>>; Billings, Brad G (EED)

d.billings@alaska.gov>

Subject: RE: Upcoming ESE Procurement Projects

I approve the coding below.

BFY	FY	FUND	DEPT	UNIT	APPR	OBJ	LOC	ACTV	FUNC	PROG	PCC
		1004	05	2410	052102019				ESESSOS		



Tamara L. C. Van Wyhe

Director of Educator and School Excellence

Alaska Department of Education & Early Development 801 West 10th Street, Suite 200 | PO Box 110500 | Juneau, AK 99811-0500 Office: 907.465.2857 | Mobile: 907.500.8594 | Fax: 907.465.4156

.....

tamara.vanwyhe@alaska.gov | education.alaska.gov





From: Shoop, Laurel A (EED) < laurel.shoop@alaska.gov>

Sent: Monday, April 1, 2019 3:26 PM

To: Billings, Brad G (EED) < brad.billings@alaska.gov >; Van Wyhe, Tamara L (EED)

<tamara.vanwyhe@alaska.gov>

Subject: RE: Upcoming ESE Procurement Projects

Tammy, using your Financial Authority (attached), please approve the coding below.

Brad, I don't have a Financial (Sign-Off) Authority Delegation for you on file; do you have one? If so, please send me a copy so that I may update my records.

Laurel

Dept. of Education, Procurement 907-465-8654

From: Billings, Brad G (EED) < brad.billings@alaska.gov>

Sent: Monday, April 1, 2019 3:21 PM

To: Van Wyhe, Tamara L (EED) < tamara.vanwyhe@alaska.gov>; Shoop, Laurel A (EED)

<laurel.shoop@alaska.gov>

Subject: RE: Upcoming ESE Procurement Projects

Laurel,

I have inserted financial coding in red in your chart below.

Brad

From: Van Wyhe, Tamara L (EED)

Sent: Monday, April 01, 2019 12:07 PM

To: Shoop, Laurel A (EED) < <u>laurel.shoop@alaska.gov</u>>; Billings, Brad G (EED)

drad.billings@alaska.gov>

Subject: RE: Upcoming ESE Procurement Projects

Completed Employee-Employer Relationship Questionnaire is attached.

From: Shoop, Laurel A (EED) < laurel.shoop@alaska.gov>

Sent: Monday, April 1, 2019 9:16 AM

To: Van Wyhe, Tamara L (EED) < tamara.vanwyhe@alaska.gov>; Billings, Brad G (EED)

d.billings@alaska.gov>

Subject: RE: Upcoming ESE Procurement Projects

Thank you for providing more information about this project. We're almost there!

To move this project forward, please fill out the attached Employee-Employer Relationship

Questionnaire and provide financial approval for coding information below:

BFY	FY	FUND	DEPT	UNIT	APPR	OBJ	LOC	ACTV	FUNC	PROG	PCC
		1004	05	2410	052102019				ESESSOS		

Laurel

Dept. of Education, Procurement 907-465-8654

From: Billings, Brad G (EED) < brad.billings@alaska.gov >

Sent: Wednesday, March 27, 2019 3:30 PM

To: Shoop, Laurel A (EED) < <u>laurel.shoop@alaska.gov</u>>

Cc: Van Wyhe, Tamara L (EED) < tamara.vanwyhe@alaska.gov>

Subject: RE: Upcoming ESE Procurement Projects

Hi Laurel,

Tammy has prepared the evidence you requested to justify the Single Source RAP. I have scanned and attached and will bring the hard copy to you.

Regards, Brad

From: Shoop, Laurel A (EED)

Sent: Thursday, March 21, 2019 4:41 PM

To: Billings, Brad G (EED) < brad.billings@alaska.gov>

Cc: Van Wyhe, Tamara L (EED) < tamara.vanwyhe@alaska.gov>

Subject: RE: Upcoming ESE Procurement Projects

Good afternoon, Brad -

Thank you for your email. You have identified the Statewide Virtual School Project Plan as a Single Source RAP.

The next step is providing justification for selecting the Single Source RAP procurement method. The Single Source RAP <u>Evidence Guide</u> will help you gather strong evidence to support your Single Source RAP request.

Single Source RAP Evidence:

- Documented research that demonstrates why it's not practical to compete the services. Web search results are often used.
- Written testimony from the State Program Manager and/or subject matter expert(s) clearly describing:
 - o Their name, title, and experience with the program and why this qualifies him/her to speak authoritatively on the matter.
 - o Why the selected vendor's unique skills and/or knowledge is the best for the program.
 - o Quantified potential time and/or cost impacts if a different vendor were selected, like:

- Impacts to data/research already performed.
- Taking longer to perform the work.
- Needing X number of hours to come up to the same level of expertise as the requested vendor, costing the state Y amount more.
- Why using a competitive process is not practical.
- Written testimony from the vendor clearly describing their unique skill or knowledge and how they came to possess it. (Resume, CV, references, sample work, etc.)
- Written testimony from other vendors or third parties describing their inability to provide the same unique skill or knowledge and/or supporting the requested vendor.
- Copies of any previously approved RAPs directly related to the project.

To provide additional evidence for your Single Source RAP, we can create <u>OPN</u> posting stating the intent to award a single source contract, describing the services, and seeking additional vendors and results. We can frame this as a Request for Information (RFI) for your project. Through an RFI, you would be able to ask the vendor community questions about the project and gather additional information that might help form a solicitation in the future. And the best part? It's free!

I hope this helps; please let me know if you have any questions.

Laurel

Dept. of Education, Procurement 907-465-8654

From: Billings, Brad G (EED) < brad.billings@alaska.gov>

Sent: Wednesday, March 20, 2019 2:50 PM

To: Shoop, Laurel A (EED) < <u>laurel.shoop@alaska.gov</u>>

Cc: Van Wyhe, Tamara L (EED) < tamara.vanwyhe@alaska.gov>

Subject: RE: Upcoming ESE Procurement Projects

Hi Laural,

Tammy and I have filled out the Procurement Project Form for the Statewide Digital Academy project we discussed previously.

Please let me know any additional information you need from us to move this forward.

Regards,

Brad

Brad Billings School Improvement Administrator Alaska Department of Education & Early Development (907) 465-8720

From: Shoop, Laurel A (EED)

Sent: Friday, March 01, 2019 3:45 PM

To: Billings, Brad G (EED) < brad.billings@alaska.gov Subject: FW: Upcoming ESE Procurement Projects

Good afternoon, Brad –

Thank you for meeting with me this afternoon. I'm giving you a lot of information, so please let me know if you have any questions.

The email below is a summary of what was discussed this AM with Tammy and Stephanie. Below is information about Staff Augmentations.

AAM 81.010 Procurement: Services Considerations

The State cannot hire employees through the procurement process. However, the procurement process may be used to acquire the services of an independent contractor. In doing so you must ensure an employer/employee relationship will not exist before using the procurement system.

- 1. The following conditions are indicators that an employer/employee relationship may exist:
 - a. The person is subject to the control of the State, not only as to what will be done but when, where, and how it will be done; as opposed to allowing the individual to set their own work schedule. It is not necessary that the State actually direct or control the way services are performed, it is only necessary that the State has the right to do so.
 - b. The State has the right to discharge the person or the person has the right to terminate services without incurring liability.
 - c. The State furnishes the tools, equipment, and a place to work for the individual performing the services.
 - d. The individual currently works for the State as an employee in the same field as the contract services.
 - e. It is expected that the State will hire this individual as an employee immediately following termination of the contract.
 - f. The individual has had an official State appointment (including temporary) to provide the same or similar services during the past 12 months prior to the date the services are to commence.
 - g. The State currently pays employees to perform essentially the same duties to be performed by the contractor.
- 2. The following conditions are indicators that people are independent contractors:
 - a. They are subject to control or direction of the State only as to the result to be accomplished and the work to be done, not as to the means and methods for accomplishing the result.
 - b. They are in business providing a service to the public from which they may derive a profit or suffer a loss.

c. They are in business to provide the same or similar services to other entities or the general public.

These are based on the <u>IRS Common Law Rules</u> to establish status as an Independent Contract or Employee.

- 1. <u>Behavioral</u>: Does the company control or have the right to control what the worker does and how the worker does his or her job?
- 2. <u>Financial</u>: Are the business aspects of the worker's job controlled by the payer? (these include things like how worker is paid, whether expenses are reimbursed, who provides tools/supplies, etc.)
- 3. <u>Type of Relationship</u>: Are there written contracts or employee type benefits (i.e. pension plan, insurance, vacation pay, etc.)? Will the relationship continue and is the work performed a key aspect of the business?

If the IRS determines that the contractor qualifies as a <u>Common-Law Employee</u>, then the State might be liable taxes, etc.

HR Considerations

Bobi Jo is your go-to expert navigator for all things HR. The State has obligations (like Feasibility Studies) it has agreed to through its union agreements. That being said, all contracted staff augmentations *should* be reviewed and approved by HR prior to any initiation of procurement.

ASEA/AFSCME Contract <u>Article 13.01 Contracting Out</u>
APEA Supervisory Unit Contract <u>Article 6 Contracting Out</u>

Feasibility study waivers exist and can be requested through HR, but we need to make sure that HR is provided the information to communicate EED's circumstances to the unions. Active and ongoing recruitments or previous feasibility studies for the work will probably help make a strong case for HR to present to the union.

Laurel Shoop

Department of Education & Early Development Procurement 907-465-8654 laurel.shoop@alaska.gov

From: Shoop, Laurel A (EED)

Sent: Friday, March 1, 2019 9:51 AM

To: Van Wyhe, Tamara L (EED) < tamara.vanwyhe@alaska.gov>; Allison, Stephanie L (EED)

<stephanie.allison@alaska.gov>

Subject: Upcoming ESE Procurement Projects

Good morning, Tammy & Stephanie -

Thank you for meeting with me this morning about your upcoming procurement projects for

Educator & School Excellence.

- 1) Statewide Digital Academy
 - a. \$10,000-\$15,000
 - b. Single Source RAP: to justify this Professional Services contract as a Single Source, we will need to produce documents that support that decision using the <u>Single Source</u> <u>Evidence Guide</u>.
- 2) 3rd Grade Reading Intervention Schools
 - a. \$25,000-\$30,000
 - b. Solicitation: Informal Request for Procurement (IRFP) → Professional Services
 Contract
 - i. Step 1: complete the attached Procurement Project Form. The information in that document will help me draft the solicitation document to be released to 3 or more Alaskan vendors.
- 3) Rural Teacher Collaborative Networks
 - a. \$5,000
 - b. Reasonable and Adequate Procedures get a fair and reasonable price from an Alaskan vendor.
- 4) Fine Arts & School Improvement Administrative Arts Academy
 - a. \$10,000
 - b. Possible grant award to non-profit or political subdivision in lieu of procurement contract.

\$25,000 more in funding to be expended. Please let me know if you have any additional questions about procurement – I'm here to help!

Laurel Shoop

Department of Education & Early Development Procurement 907-465-8654 laurel.shoop@alaska.gov