

STATE OF ALASKA

AUTHORITY TO SEEK PROFESSIONAL SERVICES

1. Agency Reference Number 0050-07-13-003
2. Date Required for Service Execution

If required by the State Administrative Manual, this form must be executed prior to seeking PROFESSIONAL SERVICES CONTRACTS. The completed form must be part of the contract file.

3. Department Labor	Dept. No. 07	4. Division Business Partnerships	Division No.
5. Service Code(s) 7690001	6. Name of Program, Project or Service WIPS Training Support	7. Statutory Authority (If Applicable) n/a	
8. Amount this ASPS \$ 50,000 45,000	9. Last Total ASPS Amount \$ n/a	10. Total Estimated Amount for Project Completion \$45,000	
11. Total Projected Period of Performance (Include All Multi-Year Phases and Optional Renewals) From: 10/29/12 To: 12/31/2013			
12. Phase(s) n/a			
13. Project Director's signature/coding <i>Corine Geldhof</i> 10/29/12	Phone 907-465-4890	14. Preparer's Name Paul Hegg	Phone 907-465-5859
15. Purpose(s) of Contract (Continue on Additional Pages if Necessary) The division of Business Partnerships needs expert level trainer for CRM and ICM system.			

If a solicitation effort other than competitive-sealed proposals or small procurement is anticipated, Form 02-100, Request for Alternate Procurement, must be attached and approved by the Department of Administration prior to proceeding with procurement.

CONTRACTING DEPARTMENT

Approval of this Authority is contingent upon use of the 10% evaluation point and the 5% price based Alaskan vendor preference.

16. Department Head/Authorized Representative Name Brynn Keith	Signature <i>B Keith</i>
Department Head/Authorized Representative Title ASD Director	Date 11/2/12

STANDARD AGREEMENT FORM FOR TASK ORDER PROCUREMENT SYSTEM (TOPS)

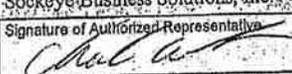
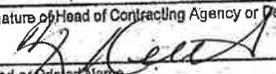
1. TOPS Contract Number 0050-07-13-003	2. DGS Solicitation Number 2012-0200-0879	3. Financial Coding 7690001	4. Agency Assigned Encumbrance Number
5. Vendor Number 26-0887223	6. Project/Case Number	7. Alaska Business License Number 906468	
This contract is between the State of Alaska:			
8. Department of Labor Workforce Development		Division of Business Partnerships hereafter the State, and	
9. Contractor Sockeye Business Solutions, Inc.		hereafter the Contractor.	
Mailing Address			
737 West 5th Avenue Suite 1500		City Anchorage	State ZIP+4 AK 99501
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.			

ARTICLE 2. Performance of Service:
 2.1 Appendix A (General Provisions), Articles 1 through 18, governs the performance of services under this contract.
 2.2 Appendix B sets forth the liability and insurance provisions of this contract.
 2.3 Appendix C sets forth the services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins 11/1/12 and ends 12/31/2013.

ARTICLE 4. Considerations:
 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed the **Total Cost** shown on TOPS Cost Proposal #0050-07-13-01. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPS Request #0050-07-13.
 4.2 When billing the State, the contractor shall refer to the TOPS Contract Number and send the billing to the contact listed under **Requesting Agency Information** on TOPS Request #0050-07-13.

11. 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.

CONTRACTOR		CONTRACTING AGENCY	
Sockeye Business Solutions, Inc.		Department/Division Labor & Workforce Development / Business Partnerships	
Signature of Authorized Representative 	Date 10-30-12	Signature of Head of Contracting Agency or Designee 	Date 10/2/12
Typed or Printed Name of Authorized Representative Chad Weber		Typed or Printed Name Brynn Keith	
Title Vice President		Title Director ASD	

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

APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspection and Reports.

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

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Additional Terms and Conditions**Article 15. Limitation of Liability.**

Excluding liability for personal injury, property damage and patent or trademark infringement of any claim applicable under Appendix B, Article 1, contractor's liability arising out of this contract and the state's sole and exclusive remedy for any damages arising out of the state's use of the product or services, shall be limited to the state's direct damages, (not including loss of, or damage to, information or data from any cause; or any indirect, incidental, special, punitive, or consequential damages) but in no event, shall exceed the greater of \$100,000 or the total amount paid to the contractor on the task order from which the liability directly arose. Contractor will not be liable for delays or failure in performance due to causes beyond its control or for damages caused by the state's failure to perform its responsibility.

Article 16. Special Task Order Terms and Conditions.

The parties understand and acknowledge that there may be a need to address unique or unanticipated circumstances arising in connection with a particular task order that are within the scope of this contract, but not specifically addressed under this contract. Nothing in this contract shall be construed to preclude the contractor or state from proposing reasonable additional terms and conditions for a task order, consistent with this contract, to resolve any such issues. The parties further agree to negotiate expeditiously and in good faith to achieve resolution of these matters.

Article 17. Ownership of Intellectual Property.

In no case shall the state, its departments, subsidiaries or assigns at any time hold any rights to title or ownership of any preexisting intellectual property and copyrighted materials; licensed software or licensed applications, tools documentation, technical expertise or know-how provided by contractor under this contract. All use of said licensed products shall be governed by the terms and conditions of the software license agreement in place between the parties. Contractor shall have the right to use its products, tools, know-how on other efforts without the prior approval of the department. Contractor shall obtain the approval of the department prior to using materials covered by Article 10 outside of this agreement.

Article 18. Warranties and Disclaimer.

The contractor warrants that the services will meet the contracting agency's requirements set out in the specifications. The contractor does not warrant that the system will meet the contracting agency's requirements not expressed in the specifications. Requirements not reasonably inferred from the specifications are specifically disclaimed by the contractor.

APPENDIX B¹ 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 30-day prior notice of cancellation, nonrenewal or material change of conditions. 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 occurrence.

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 occurrence.

APPENDIX C SCOPE OF WORK

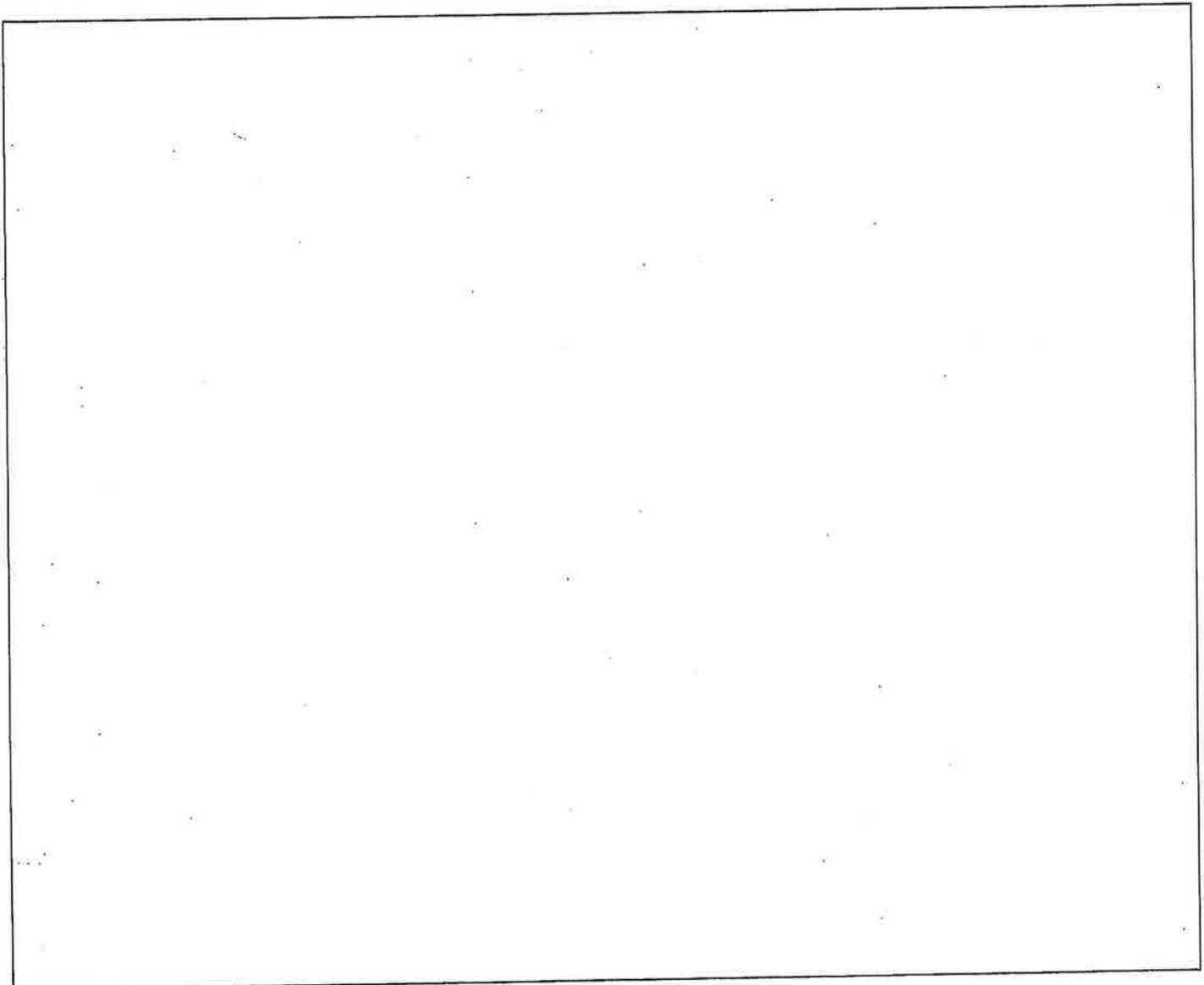
This contract incorporates the following documents by reference:

- **TOPS Request** #Error! Reference source not found.;
- **TOPS Response / Cost Proposal** #Error! Reference source not found..

In case of conflict, the following order of precedence shall govern:

1. **This contract document;**
2. **TOPS Request** #Error! Reference source not found.;
3. **TOPS Response / Cost Proposal** #Error! Reference source not found..

Any scope clarifications and/or negotiations that would not have the effect of changing the ranking of responses may be included below (or on additional pages, if necessary):



APPENDIX D
PAYMENT FOR SERVICES

Payment for services provided under this contract shall not exceed **\$44,474.00** for the period of performance of this contract.

The contractor shall be paid a rate of **\$120.20** an hour.

The Contractor will submit detailed invoice(s) for services performed in accordance with Appendix C. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Each invoice must:

- reference the Contractor's name, address and phone number
- reference the contract number.
- include an invoice number
- reference the Division for which the services are being provided
- itemize the contractual services provided referenced by Deliverable Number
- include the Contractor's signed certification that the amount invoiced is for the services described in Appendix C of this contract during the period invoiced.

The Contractor shall submit invoices to the address specified below no later than 30 days after the end of each month for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

Address invoice to:
AK Dept of Labor & Workforce Development
Div. of Administrative Services
1111 W. 8th St., Suite 308
Juneau, AK 99802-1149

Invoice Delivery:

Invoices should be emailed to Paul Hegg with an email copy to the ETS Contracting Officer (currently Brad Kizer).

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.

VENDOR INFORMATION

Vendor Name: Sockeye Business Solutions (for TO# 0050-07-13 DBP WIPS Training)

By checking this box, I, Chad Weber for Sockeye Business Solutions, represent that I am authorized to and do bind the vendor to this response. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute grounds for contract termination and removal from the vendor pool.

TABLE OF CONTENTS

PROJECT APPROACH2

RISK ASSESSMENT.....3

EXPERIENCE/QUALIFICATIONS5

GENERAL INSTRUCTIONS

Vendors must use the template set out herein for submission of their response to a TOPS Request Form, including 10-point Arial font. Modifications to the format of this template (e.g., altering font size, altering font type, adding colors, adding pictures etc) will result in the rejection of your response.

Other than as requested on this page, your response must be "cleansed" of any identifying names or information. **Do not list any names/information in Project Approach, Risk Assessment, or Experience/Qualifications that can be used to identify your firm. The inclusion of identifying information may result in your response being rejected.**

PROJECT APPROACH

Provide a concise and detailed summary of your approach to delivering the services described in the TOPS Request Form. The summary must demonstrate your understanding of how to successfully complete the work in a way that meets the state's needs.

Project Approach cannot exceed one page.

RISK ASSESSMENT

Itemize potential **controllable** and **non-controllable** risks associated with providing the services described in the TOPS Request Form and concisely describe how you will mitigate each risk.

Risks cannot exceed one page. You may add/delete additional rows to identify additional risks and solutions, but do not exceed the page limit. Do not include any cost or marketing information.

EXPERIENCE/QUALIFICATIONS

Describe your experience and qualifications specifically as they pertain to the services described in the TOPS. Do not include names or information that can be used to identify your firm or the proposed resource(s).

Experience/Qualifications cannot exceed two pages.

PROJECT APPROACH

BEST VALUE PROCESS ONLY: EVALUATOR NAME: _____ SCORE: 10 5 0

The federal Workforce Investment Act (WIA), which superseded the Job Training Partnership Act, offers a comprehensive range of workforce development activities through statewide and local organizations.

Our firm has the experience and technical knowledge to provide training that focuses on the vital role of the case manager in meeting federal WIA federal requirements using the ICM application.

Our firm will provide in-depth training in the following areas:

1. Review of the online help to provide companion materials for in-person training on the use of ICM
2. Training provided to new and existing case managers and grantees.
3. Hands-on learning of the ICM application in understanding how ICM interacts with WIA.
4. Our firm's training method provides the tools and capabilities needed to create and maintain a clear picture of WIA case management within ICM, from the first core service through enrollment and follow-up.

RISK ASSESSMENT

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

While reviewing the overall scope and breadth of this project, we identified the following areas of concern. A number of these identified concerns are inherent with training in general, while others are specific to this particular project.

The possible risks below are:

RISK: There is a risk that training will not meet the needs of the end users.

WHY IT IS A RISK: If this risk materializes, then the training is less useful.

MITIGATION: A thorough feedback analysis will be conducted to allow early communication of needs and problems.

RISK: Lack of communication

WHY IT IS A RISK: This leads to poorly executed solutions, which result in solutions that fail to meet client needs.

MITIGATION: Our staff will work with all the involved parties and stakeholders, with regular status meetings, informal communication from our in-depth relationships with all concerned ICM parties and status reports.

RISK: Timely access to the correct DOL end users

WHY IT IS A RISK: Failing to identify the users who need training and to schedule them for training will cause delays and increased costs.

MITIGATION: Our firm will define end users and schedule upfront their time to ensure availability of the right players at the right time.

EXPERIENCE/QUALIFICATIONS

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

The Alaska State Department of Labor (DOL) DBP built in 2011 the case management application known as ICM (Individual Case Management).

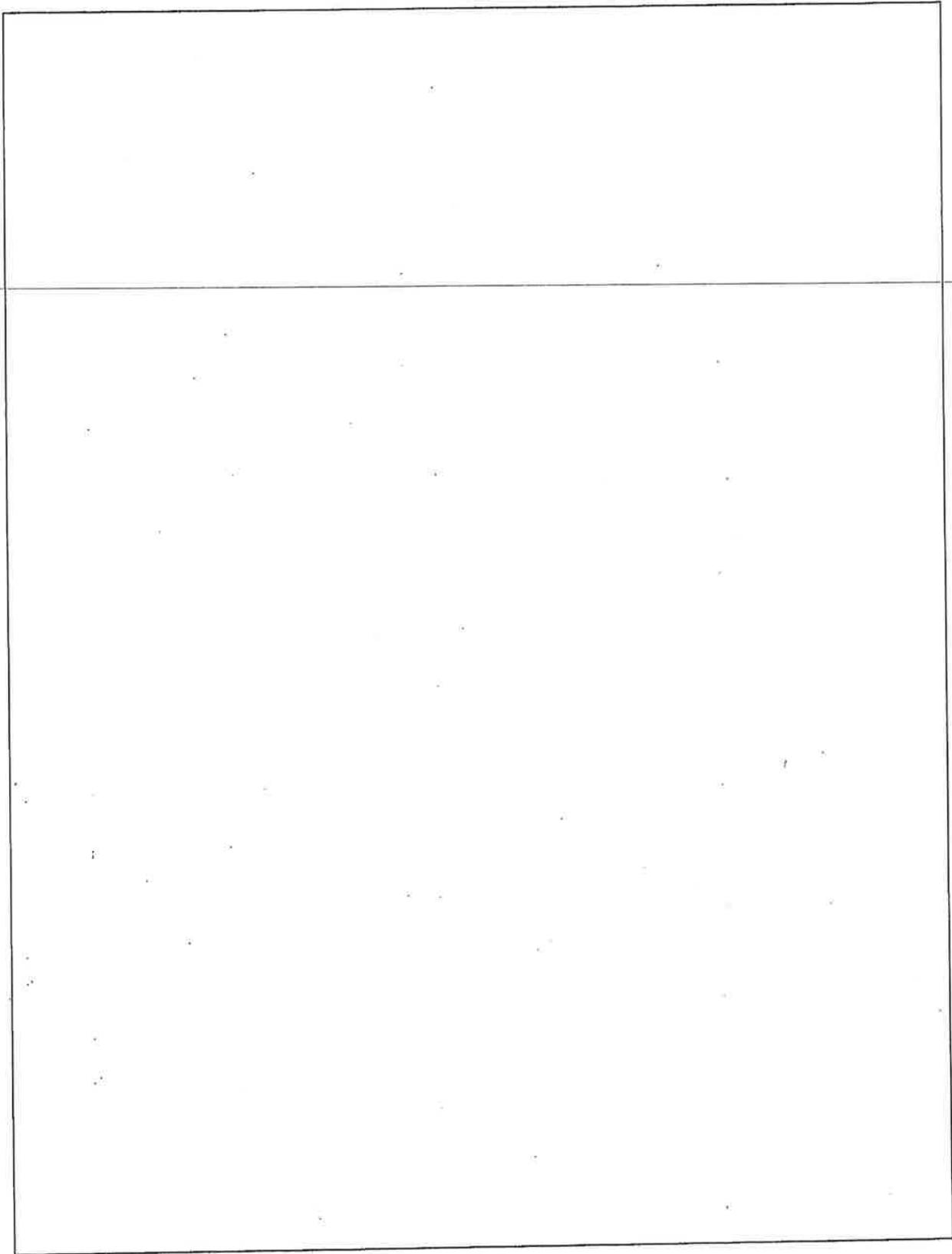
The DOL for the State of Alaska procured the services of our firm to implement a case/outcome management solution for the Business Partnerships division. They chose the Dynamics xRM platform and selected our firm to help them implement this software. Our firm was involved from ICM inception to roll out. Approximately 1500 hours of business analysis was conducted by our firm, to ensure the ICM met federal regulatory requirements.

Specifically we built the following functionality in ICM
Solution Features/Considerations Included:

- Design entity model to ensure accurate and flexible reporting
- Design/implement customizations/enhancements to the xRM platform to support requirements
- Online help documentation system.
- Centralized client/recipient records to remove barriers to cross-agency collaboration.
- Provide the ability to easily schedule follow-up appointments and use alerts for proactive notification.
- Provide mobile access to case information, so case managers in the field can be better informed and more productive.
- Provide workflow support for specific business processes.
- Maintain general contact information.
- Maintain additional information for each of the contact types.
- Provide calendar/scheduling functionality along with notifications.
- Support for document templates.
- Capacity for canned and ad-hoc reporting.

Our firm is uniquely placed to offer WIA training through the ICM Case Management application. As a result of extensive knowledge of ICM and the WIA program, we are uniquely qualified to provide WIA training support to for case managers, program administrators and grantees. Our trainers are the very people who were involved in the architecture and design of ICM. We know every aspect of this application. Our thorough knowledge of the application and business processes reduces the risk for the project and ensures a properly architected solution is maintained.

EXPERIENCE/QUALIFICATIONS (CONT.)



EVALUATOR NON-CONFLICT OF INTEREST STATEMENT

By checking this box, I certify that neither I, _____, nor any member of my immediate family has a material personal or financial relationship with this vendor or to a direct competitor of this vendor. I further certify that no other relationship, bias or ethical conflict exists which will prevent me from evaluating this response solely on its merits and in accordance with the evaluation criteria.

Furthermore, I agree to notify the Task Order Manager if my personal or financial relationship with this vendor is altered at any time during the evaluation process. If I am serving as the Procurement Officer of record I agree to advise my supervisor of any changes that could appear to represent a conflict of interest.

EVALUATOR NOTES

To be completed by requesting agency evaluator(s).

Comments **MUST** be recorded for any section receiving a Best Value score of 10 or 0. Comments must be concise and objective and refer to or quote the portion of the response that led to the score.

PROJECT APPROACH

RISK ASSESSMENT

EXPERIENCE/QUALIFICATIONS

COST PROPOSAL

Cost proposal must include all costs required to perform the work as described, including but not limited to travel costs, labor, overhead, etc. **BOTH HOURLY RATE AND EST # OF HOURS MUST BE COMPLETED FOR YOUR PROPOSAL TO BE RESPONSIVE.**

If additional unanticipated work is required after TO contract award, it shall be performed at the hourly rate quoted below. All proposed individual resources and subcontractors are subject to the approval of the TO Manager. Any change in individual resources or sub-contractors after award will require approval by the Agency Project Manager.

To ensure the optimum use of public funds, the state will review cost reasonableness in the following manner:

1. If any response has a cost proposal that is 50% or greater above or below the average cost of all responses, the state reserves the right to not consider that response. (Ex: Given an average cost of \$10,000, responses with cost proposals \$15,000 and higher or \$5,000 and lower may be rejected.)
2. BEST VALUE: If the highest ranked vendor's cost proposal is 10% or more greater than the second highest ranked vendor's cost proposal, the state reserves the right to make award to the second highest ranked vendor.
3. LOW PRICE: Past Performance Information (PPI) shall be applied to your Total Cost as a percentage reduction equivalent to your current PPI score for evaluation purposes. (Ex: If your current PPI score is 5, your Total Cost will be reduced by 5% when comparing to other costs.)

COST

Hourly Rate	x	Est. # Hours	=	Total Cost
\$ 120.20		370		\$44,474.00
ETS Fee (\$300 + .5% of Total Cost)				\$ 522.37
Total TO Cost				\$44,996.37

PROPOSED INDIVIDUAL RESOURCES

Chad Weber	Nate Heinrich	Cesar Rodgers
Elissa Alderman	Martin Lundell	Chris Haddix

PROPOSED SUB-CONTRACTORS

Name	Description of Work	% of Overall Work