

Dunleavy - Penney Capital Inc. No-bid Contract Chronology

Chronology Document Table

Weight Criterion: **0 = Background material**
 1 = Slight evidence
 10 = Strong evidence or proof of related claim or charge

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
2/16/2020	Reporting From Alaska	Online Blog	https://www.dermotcole.com/ Publication site for Dermot Cole’s coverage	0
2/16/2020	The Alaska Landmine	Online Blog	https://alaskalandmine.com/ Publication site for Jeff Landfield	0
2/17/2020	Division of General Services	State agency Website	http://doa.alaska.gov/dgs/index.html Department of Administration, Division of General Services	0
2/17/2020	Shared Services of Alaska – State Procurement code	State agency website	http://doa.alaska.gov/dgs/pdf/State%20Procurement%20Code.pdf for research on procurement code	0
2/17/2020	DOT/PF Procurement and Contracting	State Agency website	http://dot.alaska.gov/procurement/index.shtml for research on DOT/PF procurement rules	0
2/17/2020	Shared Services of Alaska Request for Alternate Procurement form (RAP)	State agency procurement form	http://doa.alaska.gov/dgs/pdf/rap.pdf for research on alternate procurement request requirements for executive branch agencies (not public corporations)	0
2/17/2020	Dept of Admin, Div of General Services forms and manuals	State agency procurement manuals, regs, and training	http://doa.alaska.gov/dgs/purchasing/ General Services purchasing forms, rules, manuals and training.	0
2/17/2020	AIDEA Professional Services Contract Form with Penney on documentcloud.org	Contract terms and conditions between AIDEA and Penney	https://www.documentcloud.org/documents/6206404-19048-Economic-Development-Advisory-Services.html For research on Penney contract with AIDEA – includes both pages of NTP #1	0
7/7/2019	AIDEA email copies	Email trove based on keywords “clark” and “penney” from Michele Hope	http://webcache.googleusercontent.com/search?cd=4&ct=clnk&gl=us&hl=en&q=cache%3AGtms3mLv7xAJ%3Aftp%3A%2F%2Fwww.aidea.org%2FPRR%2520AD%2520%2F4%2520emails%2520from	0

<i>Date/time</i>	<i>Document Name/Type</i>	<i>Document Content</i>	<i>Comment/Location of document</i>	<i>Weight 1-10</i>
			%2520Michele%2520Hope.pdf%20 Email Public records request links from Dermot Cole Blog	
9/1/2019	NPT #2, pg 2 plus Reports, Invoices for Sept 2019	From Penney Capital, Inc. - NTP 2 pg 2 of extended contract, Sept 2019 report, Sept 2019 invoice	https://static1.squarespace.com/static/59f229bd2aeba5312c87df44/t/5d8fe3e3d1f78e78c2cb9c3c/1569711079845/2019_08+PCI+August+Invoice-Report.pdf For research on Penney Contract extension docs – still need page 1 of the NTP	0
2/17/2020	AIDEA form from Alaskapublic.org	AIDEA Waiver request form for Penney contract	https://www.alaskapublic.org/wp-content/uploads/2019/05/Waiver-Request-For-Alternate-Procurement-Methods.pdf for copy of Penney AIDEA Waiver Request completed form	0
2/13/2020	Blog post – The Alaska Landmine	Article on AIDEA draft waiver request claims Waiver request came from Governor	<p>https://alaskalandmine.com/landmines/aidea-document-shows-governor-dunleavy-requested-clark-penney-sole-source-contract/ Link to Alaska Landmine article on draft document of Penney bid waiver showing connection of Governor’s Office to the single source Penney contract.</p> <p>Contains an alleged portion of a draft of the Penney Waiver Request; likely evidence that Penney contract was requested by the Governor directly or someone related to the Governor’s Office.</p> <p>If underlying draft document for Waiver Request confirms Governor’s Office directive, then weight is 7; if underlying draft is not gettable or doesn’t exist then weight is 1</p> <p>Need to request the original file document with security turned off, not the .pdf file. The original document is needed so the comments and edits can be examined.</p>	7 or 1
3/12/19	Alaska Public.Org news post	Copy of the single source Waiver Request for Penney	<p>https://www.alaskapublic.org/wp-content/uploads/2019/05/Waiver-Request-For-Alternate-Procurement-Methods.pdf A copy of the approved AIDEA Waiver Request for the Penney single-source contract.</p> <p>Weight is 9; Contains “key document discrepancies” and glaring deficiencies; possible small procurement rules violations. Evidence of funding sources (DCCED) and Requestors.</p>	9

<i>Date/time</i>	<i>Document Name/Type</i>	<i>Document Content</i>	<i>Comment/Location of document</i>	<i>Weight 1-10</i>
2/15/20	1988 AK Supreme Court Ruling; from law.justia.com	Text of ruling on McBirney case re: Sheffield Impeachment	<p>https://law.justia.com/cases/alaska/supreme-court/1988/s-1896-1.html Court ruling against subverting the competitive bidding process to award a sole-source contract. Although ruling is not on this matter, it sets a precedent in Alaska law in favor of competitive bidding.</p> <p>The Court said “The result in this case turns on the conclusion that McBirney's interaction with Governor Sheffield's office clearly violated the principles of the competitive bidding process. In this case the process was not ‘conducted with as much fairness, certainty, publicity and absolute impartiality as any proceeding requiring the exercise of quasi-judicial authority.’”</p> <p>Weight is 10 because it establishes a Supreme Court precedent with regard to the necessity for competitive bidding.</p>	10
3/7/2019 earliest – 7/11/2019 latest	Email chain files requested at various times by various reporting organizations. Includes: 6219975-1-Emails-to-Tom-Boutin-1.pdf from archive.org	Emails conforming to search terms “Clark” “Penney” to Tom Boutin – produced by Sherrie Siverson of DCCED or others; sourced from several investigative reporting organizations, including Archive.org	<p>https://archive.org/stream/6219975-1-Emails-to-Tom-Boutin-1/6219975-1-Emails-to-Tom-Boutin-1_djvu.txt (Copy of .pdf file is also present on my desktop) Emails start on March 7, 2019 and end on July 11, 2019.</p> <p>Weight is 10, as this trove of emails makes it clear that the Penney short term contract was being significantly developed by DCCED Commissioner Julie Anderson long before (earlier than March 1, 2019) any AIDEA Waiver Request had been approved.</p>	10
<p><i>Rows above are links to records sources and documents. They are not in chronological order.</i></p> <p><i>Rows below are individual records and related comments and are in chronological order</i></p>				
3/7/2019@9:05am	Email	Email text From: Shawn Williams, Assistant Commissioner DCCED,	<ul style="list-style-type: none"> Williams to Anderson: “Clark Penney 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		To: Julie Anderson, Commissioner DCCED	<p>(line redacted) (line redacted)"</p> <ul style="list-style-type: none"> • Question – what was redacted and why? • Email includes reference to an attachment titled "DRAFT Contract Description- Economic Development Advisory Services.docx", which was not produced for the record request • Question - why is an Assistant Commissioner of DCCED passing on the DRAFT Penney contract to Commissioner of DCCED Julie Anderson? • Question - has Williams been negotiating the Clark Penney contract at his level; and at a time (at least as early as March 1, 2019) well prior to DCCED's first mention of utilizing AIDEA to contract for the Penney services? • The timing and compartmentalization of negotiations with Penney, up to now in DCCED, makes it clear that DCCED made the choice of Penney as the single source Contractor, not AIDEA or Boutin. It also makes clear that DCCED alone was responsible for negotiating the initial draft of the contract. • Finally, since negotiations were all but completed by this date, it is clear that DCCED has already made a determination, apparently never committed to writing as required, that the Penney contract was in the best interests of the State, and that a competitive bidding process was not practical. • At this point DCCED has to choose between using the Department of Administration's mandated and rigorous Request for Alternate Procurement process, or finding a way to get someone else to take over the procurement and rubber-stamp the issuance of a contract to Penney. • That someone would have to be OK with issuing a contract using a single source process that would not apply any real rigor in justifying the use of a non-competitive process. • And that someone would have to be OK with accepting any assurances and justifications from DCCED regarding their election to not seek competition. Enter AIDEA. 	

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<ul style="list-style-type: none"> • Question – why are the topmost officers, the Commissioner and the Assistant Commissioner of DCCED, personally working on significant details of a soon-to-be AIDEA contract when it appears AIDEA knows nothing about it, and well before AIDEA would conclude that the procurement should be handled under a Single Source Waiver request? • Weight is 10, as it makes it clear that the Penney short term contract was being significantly developed by top personnel of the DCCED Commissioner’s Office long before any AIDEA involvement in the procurement. 	
3/7/2019@11:23am	Email	<p>Email and file exchange From: Clark Penney To: Julie Anderson, Commissioner of DCCED</p>	<ul style="list-style-type: none"> • Email from Penney to Anderson: “Here are the revisions I sent to Shawn last Friday.” <ul style="list-style-type: none"> ○ “Last Friday” would have been March 1, 2019. ○ Shawn would have been Shawn Williams, Assistant Commissioner for DCCED. ○ Associated file not included: “Clark Penney Contract & Contract Description attachment 1 .docx” in email from Julie Anderson, Commissioner of DCCED, to Tom Boutin March 7, 2019 • Question – why is Clark Penney revising the contract? He isn’t responsible for the terms and conditions required by the State. • Question – what were the revisions? • Question – why are the DCCED Commissioner and Assistant Commissioner working on significant details of a contract intended for execution by AIDEA when AIDEA doesn’t seem to know anything about the contract or the decisions and reasoning behind the single source selection of the contractor? • Weight is 10, as it makes it clear that the Penney short term contract was being significantly developed by top DCCED personnel long before AIDEA had any knowledge of the contract. 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
3/7/2019@11:33am	Email	<p>Email text From Julie Anderson’s iPhoneXS, Commissioner of DCCED To Clark Penney</p>	<ul style="list-style-type: none"> • Anderson to Clark Penney: “Hi Clark, Please review the contract description to show you as the task force lead, and adjust scope where necessary then return to me for final review. <u>I am working with AIDEA to get a short term contract in place which will allow us time to do a long term contract process (emphasis added).</u> Please return it as soon as possible. Will we need your company name, tax id, etc for this process. Julie” • Question – why is the Commissioner of DCCED working on significant details of an AIDEA contract that has not yet been accepted by AIDEA? • Question – How is it that DCCED Commissioner Julie Anderson is already assigning contract roles to Clark Penney and asking Clark Penney to adjust scope “where necessary”? • Question - Why is the DCCED Commissioner requesting “final stage” contract information from Clark Penney if the AIDEA Waiver Request has not even been approved yet? • Question – why is Commissioner Anderson already “working with AIDEA to get a short-term contract in place” when AIDEA has not yet seen, developed, or approved a Waiver request? • Question – Why did DCCED Commissioner Julie Anderson expect that the short-term contract would “allow us time to do a long-term contract process”. It seems clear that DCCED Commissioner Anderson had expectations that there would be time to follow a longer process to do a long-term contact. • In other words, Tom Boutin’s representations to the legislators in his letter of 6/6/19 contradicts Commissioner Anderson’s intention, as it was planned all along, at least in DCCED Commissioner Julie Anderson’s eyes, that a longer procurement process would be used to establish a follow-on contract with someone (maybe Penney, maybe not?) in order to not have a lapse in contract services. 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<ul style="list-style-type: none"> • Question -why is Clark Penny adjusting the scope? • Question - what changes did Clark Penney make? • Question – why is the DCCED Commissioner working on significant details of an AIDEA contract that has not yet been approved for a Waiver Request? • Weight is 10, as it makes it clear that the Penney short term contract was being significantly and personally developed by the DCCED Commissioner long before (prior to March 1, 2019) any intention was expressed that DCCED expected to step away from the mandatory DOA RAP process and make use of the AIDEA Waiver Request process instead. <p>This is the first mention found in the public records that AIDEA might have any role in the Penney contract.</p> <p>It also establishes an intent to utilize a longer secondary procurement process to acquire a longer (higher dollar value) follow-on contract to continue the work of the original short-term Penney contract.</p> <p>That intention expressed by the DCCED Commissioner also contradicts a claim by AIDEA’s Tomas Boutin that there was not time for solicitation of a competitive follow-on contract.</p> <p>It also proves that the justification in the AIDEA Waiver Request regarding critical timing was false as they had 4 months to follow a proper procurement process, but they simply failed to pursue a timely competitive process, apparently on purpose.</p> <p>Instead, AIDEA substituted a 40 month contract with an initial firm term of only 4 months.</p>	
3/7/2019@1:29pm	Email	Email text From Tomas Boutin, Exec Director AIDEA	<ul style="list-style-type: none"> • Boutin to Anderson: “This is great and should be everything we need for a contract and for our part of the RSA.” 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		To Julie Anderson, Commissioner DCCED	<ul style="list-style-type: none"> • Question – why is the Commissioner of DCCED working on significant details of an AIDEA contract that has not yet been accepted by AIDEA nor approved for a Waiver Request? • Question – What is “our part of the RSA” and why is DCCED performing part of the RSA; apparently the contract negotiation part? • And why is the “DCCED part” being done long before (prior to March 1, 2019) the AIDEA Waiver Request is drafted or approved? • Weight is 10 because it reveals that the significant terms of the Penney contract were being written by Penney long before authority for creating this contract was shifted to AIDEA and before the AIDEA Waiver Request was approved. 	
3/7/2019@1:43pm	Email	Email text From Julie Anderson, Commissioner of DCCED, To Tomas Boutin Exec Director AIDEA	<ul style="list-style-type: none"> • Anderson to Boutin: Forwarded “Clark Penney Contract & Contract Description” “Thank you. I think the intent is \$8000/month flat rate, no expenses.” • Question – why is the Commissioner of DCCED working on significant details of a contract that is intended to be held by AIDEA, and which has not yet been reviewed or approved to waive competitive bidding? • Weight is 10, as it makes it clear that at least the Penney short term contract was being significantly developed by the Commissioner of DCCED long before any AIDEA Waiver Request had been approved. 	10
3/11/2019@4:14pm	Email	Email text From: Tom Boutin, Exec Director of AIDEA, To: Shawn Williams, Assistant Commissioner of DCCED with c.c.: to Brenda Applegate of AIDEA; Hannah Lager of DCCED; April Wilkerson of the Governor’s Office.	<ul style="list-style-type: none"> • Boutin to Williams: “Shawn, I answered this question in the affirmative as I could not imagine this would be capital budget funds. The first contract will get us through 6/30/19. Please let me know if the information here and what we discussed in your phone calls to me this afternoon needs revision. Otherwise we can send a contract to Mr. Penny with a start date of 3/1/19 and an end date of 6/30/19 as soon as an RSA is assigned and signed.” 	10

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		Subject "re: ClarkPenneyContract.docx"	<ul style="list-style-type: none"> ○ Hope to Boutin: "The funding source will be the RSA from DCCED so we will not be able to finish the PR until the RSA is signed but wanted to get the paperwork started for the contract. I'm assuming they are using operating funds for the RSA so the term will be June 30, 2019. Tom, is that correct?" ● Weight is 10. Commerce is asking AIDEA to approve a contract retroactively. 	
3/11/2019@4:18pm	Email	Email text From Brenda Applegate To Tom Boutin, Exec Director of AIDEA, with c.c to Michele Hope, Interim Chief Procurement. Subject: "FW: ClarkPenneyContract.docx"	<ul style="list-style-type: none"> ● Applegate to Boutin: "I don't think we can do a contract with a start date of March 1, 2019 because the date is already past. I think the start date will need to be a future date. Michele, please correct me if this is not the case." ● Weight is 10. Commerce is asking AIDEA to approve a contract retroactively. <p>In an email dated 7/11/2019@10:55am between Alex Demarban of the Anchorage Daily News and Karsten Rodvik, Public Information Officer(?) it was stated by Rodvik that Penney began work prior to the initiation of the AIDEA contract for Penney's services. Rodvik avoided stating exactly when Penney's first work prior to execution of the contract took place, but Demarban mentions that there is documentation (an invoice or monthly report?) that makes it clear that Penney was working at least as early as March 11, 2019.</p> <p>So, at this point we have evidence that Penney was performing retroactive work, without a contract, at least as early as March 11, but we don't yet know what the earliest date of Penney's work was.</p> <p>It is clear as a bell that Commerce has already violated the</p>	10

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			<p>single source no competition regulations they are legally required to follow as an Executive Branch agency. They did so by having Penney perform work without a contract. So, it's undeniable that Commerce had selected Penney and had him begin working without competition or any form of approval from either DOA (the required agency for Commerce single source approvals) or AIDEA (no RSA or contract with Penney existed at this point in time).</p> <p>In doing so, Commerce has committed to a scheme or artifice to avoid competitive bidding regulations in order to pay for work that required a contractual relationship, yet none existed. This placed Commerce in a situation (illegal?) of being bound to create a contract with Penney and no one else.</p> <p>As a result, Commerce had to establish a contract with Penney one way or another. Keep in mind that ultimately Penney was allowed to bill and was paid for his work from March 1, 2019 forward, even though the AIDEA contract was in effect only from March 19, 2019.</p> <p>This effort at a retroactive contract term may also help explain why this is a "Fixed Price" contract. With a fixed price contract, it would not be obvious when any retroactive work started. Penney's legally unauthorized retroactive work would simply be covered by the "Fixed Price" for the initial contract month.</p> <p>In this way Penney can be compensated for his legally unauthorized retroactive work. Also, Penney can literally work 1 hour per month (or no hours) and still get the same \$8000 of pay.</p>	
3/11/2019@4:44pm	Email	Email text	<ul style="list-style-type: none"> • Hope to Applegate (and Boutin): "Correct, contract will start once fully executed. If you 	10

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		<p>From Michele Hope, Interim Chief Procurement Officer for AIDEA To Brenda Applegate and Tomas Boutin. Subject: "re: ClarkPenneyContract.docx"</p>	<p>need an immediate verbal authorization, I can do that, but typically we don't do that until we at least have funding in place. How long will we do the RSA and what is the cost for the entirety of the Contract? This will help me determine what we need to do for the waiver. Do you have contact information for Mr. Penney? I'd like to get him started on documents he'll need to submit."</p> <ul style="list-style-type: none"> • Clearly and surprisingly, Ms. Hope (the Interim Chief Procurement Officer) appears to know little or nothing about the contract and doesn't even have basic contact info for Clark Penney. • At this point, March 11, 2019 at the end of the business day, the AIDEA Interim Chief Procurement Officer (CPO) does not have the Reimbursable Services Agreement (RSA) and does not know what is in it in the way of Single Source justification for Penney Capital, Inc. • Yet the CPO, Ms. Hope, is already prepared to issue "an immediate verbal authorization", if needed, even without a funded RSA in place and without a justified and approved Waiver Request that would allow her to avoid conducting a competitive bidding process. • Further, Ms. Hope clearly does not know what is in the RSA, or if it exists on this day at this time. • She knows that AIDEA doesn't have the RSA funding in place on this date. • She doesn't know what the duration of the RSA that funds the Penney contract is expected to be. • She doesn't know how much money will be in the RSA to fund the Penney contract. • She doesn't know what the intended full term of the Penney contract is expected to be. • She does not know which Regulatory option will need to be used to justify not competing the contract. • She does not know how the RSA funds will be spread over the "entirety of the Contract". • Given these facts, there is literally no question that AIDEA is allowing themselves to be used as a willing partner in a 	

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			<p>DCCED scheme to avoid competition and award a desired contract to a favored contractor.</p> <ul style="list-style-type: none"> • DCCED is unwilling to submit the waiver request to the normal “single source” reviewing authority in the Department of Administration. • The whole effort by DCCED, with the help of AIDEA, is to intentionally award an illegal contract to Penney Capital, Inc. • Why? • Weight is 10. The confluence of facts and AIDEA’s willingness to act without completed funding documents, or knowing the entire contract term, or the contract term covered by the funding, or the waiver justification makes it clear that AIDEA is helping Commerce evade the normal necessity to have this procurement submitted to DOA for a single source procurement. 	
3/11/2019@12:45pm	Email	<p>From: Brenda Applegate [mailto:bapplegate@aidea.org] Sent: Monday, March 11, 2019 12:45 PM To: 08RSADesk (CED sponsored) <08RSADesk@alaska.gov> Cc: Hope, Michele L (AIDEA) <mhope@aidea.org>; Ellsworth, Yulia (AIDEA) <yellsworth@aidea.org>; McDowell, Jenny L {CED} <jenny.mcdowell@alaska.gov>; Bentler, Kristina A {AIDEA} <kbentler@aidea.org> Subject: RSA for Economic Development Advisory Services with AIDEA</p>	<ul style="list-style-type: none"> • From Applegate to 08RSADesk (the DCCED RSA approval team) : “AIDEA has been asked to provide economic development advisory services to DCCED. As the requestor we thought DCCED would begin the RSA process. The scope of work will be to provide advice and assistance to the State of Alaska Department of Commerce, Community and Economic Development and other State departments on developing existing and new industry growth with the purpose of increasing jobs and diversifying the Alaska economy. The services provided will be thru a third party contract. Please coordinate with Kris Bentler with AIDEA on the RSA. She is cc'd on this e-mail. Thank you!” • So AIDEA is taking over the RSA preparation activities which would normally have been done internally by DCCED. • Why? • Weight is 10 because the email is strong evidence that DCCED’s top executives are trying to avoid being connected any further with the Penney contract and it’s transfer to AIDEA. 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
3/11/2019@1:03pm	Email	<p>From: 08RSADesk (CED sponsored) <08RSADesk@alaska.gov> Sent: Monday, March 11, 2019 1:03 PM To: Brenda Applegate <bapplegate@aidea.org>; 08RSADesk (CED sponsored) <08RSADesk@alaska.gov> Cc: Michele Hope <mhope@aidea.org>; Yulia Ellsworth <yellsworth@aidea.org>; McDowell, Jenny L (CED) <jenny.mcdowell@alaska.gov>; Kristina Bentler <kbentler@aidea.org>; Andersen, Jim (CED) <jim.andersen@alaska.gov>; Douglas, Diann D (CED) <diann.douglas@alaska.gov> Subject: [External Email] RE: RSA for Economic Development Advisory Services with AIDEA</p>	<ul style="list-style-type: none"> • From 08RSADesk (Kelli J. Garcia) to Applegate: “Hi Brenda, I would like to ask, who asked for this service to be provided? And when this services is to start? I just spoke with DED Operations Manager Jim Anderson and he is unaware of this happing. Thanks,” • Clearly, no one in the DCCED’s RSA creation and approval process knew anything about the intended RSA to AIDEA. • The c.c. list on this email suggests that others were being alerted to this heretofore unknown RSA that was being written and produced by AIDEA. • This all lends weight to the concern that this Penney RSA with AIDEA was not normal and its roots in the DCCED Commissioner’s office were being obscured. • Why was the Commissioner’s Office stepping back from the contract they negotiated? • Weight is 10 because the email is strong evidence that the negotiation of the Penney contract and its funding sources were being disassociated from the Commissioner’s role in creating it and pushing it to AIDEA. 	10
3/11/2019@4:44pm	Email	<p>From: Michele Hope <mhope@aidea.org> Sent: Monday, March 11, 2019 4:44 PM To: Brenda Applegate <bapplegate@aidea.org>; Tomas Boutin <TBoutin@aidea.org> Subject: RE: ClarkPenneyContract.docx</p>	<ul style="list-style-type: none"> • From Hope to Applegate: “Correct, contract will start once fully executed. If you need an immediate verbal authorization, I can do that, but typically we don't do that until we at least have funding in place. <p>How long will we do the RSA and what is the cost for the entirety of the Contract? I believe we are doing the RSA thru June 30, 2019 as it is funded by operating funds. The start date can be the date we get the RSA in place and we</p>	10

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			<p>give verbal approval. I believe the negotiated rate was \$8,000 per month. Tom, is this correct? This will help me determine what we need to do for the waiver.</p> <p>Do you have contact information for Mr. Penney? His name is Clark Penny. Phone number is Is (redacted). His e-mail is (redacted). I'd like to get him started on documents he'll need to submit.</p> <p>m"</p> <ul style="list-style-type: none"> This is further evidence that AIDEA did not know of this contract until DCCED passed it off to AIDEA, and that AIDEA expected to utilize a waiver process to ensure the contract was awarded to Penney Capital, Inc. Weight is 10 	
3/11/2019@5:10pm	Email	<p>From: Brenda Applegate <baplegate@aidea.org> Sent: Monday, March 11, 2019 5:10PM To: Michele Hope <mhope@aidea.org>; Tomas Boutin <TBoutin@aidea.org> Cc: Yulia Ellsworth <yellsworth@aidea.org> Subject: RE : ClarkPenneyContract.docx</p>	<ul style="list-style-type: none"> Applegate to Hope: "Please see below for answers in red to questions. We are working with DCCED to get the RSA started." Reference to "answers in red" is to email on 3/11/2019@4:44pm from Hope to Applegate. Weight is 1. This is background documentation; the questions are in context in the immediate previous email above 	1
3/11/2019@8:10pm	Email	<p>From: Tomas Boutin Sent: Monday, March 11, 2019 8:10PM To: Brenda Applegate; Michele Hope Cc: Yulia Ellsworth Subject: RE: ClarkPenneyContractdocx</p>	<ul style="list-style-type: none"> From Boutin to Applegate, Hope "Thanks. The \$8,000 per month is the total cost to the state and includes expenses." Weight is 10; it corroborates Boutin's central role in establishing the Penney contract under AIDEA's authority. 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
3/12/2019@10:06am	Email	<p>Email text From Shawn Williams, Assistant Commissioner DCCED To Brenda Applegate. Subject: "Final Clark Penney Contact"</p>	<ul style="list-style-type: none"> Williams to Applegate: "Thank you for taking the time to discuss this earlier. I appreciate it. Attached is the final contract from DCCED. Can you please continue the process of getting a signature from Clark Penney? Once that's done, please let me know. Again, thank you for all your help." Weight is 10; this email makes it clear that the DCCED's Commissioner's Office was responsible for the final negotiated version of the single source Penney Capital, Inc. contract before it was transmitted to AIDEA for their action. DCCED had, in their eyes, completed the contract negotiation and the contract was only lacking Clark Penney's signature. 	10
3/12/2019@11:34am	Email	<p>Email text From Brenda Applegate To Shawn Williams, Assistant Commissioner DCCED; c.c To Julie Anderson, Commissioner DCCED; Tomas Boutin, Exec Director, AIDEA; Michelle Hope, Interim Chief Procurement Officer AIDEA. Subject: "FW Final Clark Penney Contract"</p>	<ul style="list-style-type: none"> Applegate to Williams: "We will continue working on putting the contract together and will use the information you have provided. As we discussed, we will need to add this information to the State contracting documents we use that include the boilerplate information such as insurance requirements etc. We will also need to put together a sole source justification. Michele (cc'd) will be working with Mr. Penny to obtain the information we need to complete the contract. Michele will be calling Mr. Penny today and we will give you an update on the contract. My thoughts are if we cannot get all of the paperwork together for a contract today Michele can give Mr. Penny verbal authorization to begin work effective today if that is acceptable to everyone? We would follow-up with the contract as soon as possible." AIDEA is taking over the transaction and intends to use what DCCED provided. AIDEA acknowledges that they still do not have "a sole source justification" at the time of this email exchange, but they will be processing a sole source 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<p>waiver. Clearly AIDEA doesn't intend to conduct an independent sole source justification. They clearly will be conducting the no-bid Waiver process utilizing DCCED's basis for a sole source contract with Penney. No other possible contractor is ever mentioned throughout the entirety of this contract creation process by either DCCED or AIDEA.</p> <ul style="list-style-type: none"> Weight is 10, as it makes clear that DCCED nor AIDEA has had nor will they have an intention to use anything other than a no-bid process to achieve the contract with Penney. 	
3/12/2019@11:40am	Email	<p>Email text From Julie Anderson, Commissioner DCCED To Brenda Applegate; Shawn Williams, Assistant Commissioner DCCED; c.c to Tomas Boutin, Exec Director, AIDEA; Michele Hope, Interim Chief Procurement Officer, AIDEA</p>	<ul style="list-style-type: none"> Anderson to Applegate and Williams: "Thank you all for all your efforts on this." This email transmits the 3/12/11:34@11:34am email from Applegate to Williams Weight is 0: background information 	0
3/12/2019@2:57pm	Email	<p>Email text From Michele Hope, Interim Chief Procurement Officer AIDEA To Julie Anderson, Commissioner DCCED and Shawn Williams, Assistant Commissioner DCCED; c.c to Tom Boutin, Exec Director AIDEA; Brenda Applegate; Subject: "Final Clark Penney Contract"</p>	<ul style="list-style-type: none"> Hope to Anderson and Williams: "Julie or Shawn, will one of you please give me a call when you are available. Thanks, Michele" Weight is 0: background information 	0
3/12/2019@3:21pm	Email	<p>From: Tomas Boutin <TBoutin@aidea.org> Sent: Tuesday, March 12, 2019 3:21 PM To: Michele Hope <mhope@aidea.org></p>	<ul style="list-style-type: none"> From Boutin to Hope: Good afternoon Michele, There may well be a specific reason of which I am unaware that argues for including Commissioner Anderson in your request for follow-up information, but as a general rule this particular commissioner has enough going on that it is 	8

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		Cc: Brenda Applegate <bapplegate@aidea.org> Subject: FW: Final Clark Penney Contract	<p>better to contact Mr. Williams, and only him. Thanks. Tom</p> <ul style="list-style-type: none"> Weight is 8. It seems odd that Boutin would not want Hope to communicate directly with Commissioner Anderson regarding the Penney contract, since Anderson was plainly personally involved with negotiating the contract. <p>Why would that be? Perhaps Anderson is trying to distance herself from the contract and her role in it; this supposition is very much in line with Anderson's later comments to the press and the legislature that any questions regarding the contracting process with Penney need to be directed to Tomas Boutin of AIDEA.</p>	
3/12/2019@4:43pm	Email	Email text From Michele Hope, Interim Chief Procurement Officer To (redacted); Subject: "Industry Development Team Consulting 19-048"	<ul style="list-style-type: none"> Hope to Penney: "Mr. Penny Per our conversation today, attached is the W-9 and PSA D Indemnification and Insurance document for your use. You can send the PSA D to your insurance carrier and they should be able to get the insurance with the appropriate Indemnification and contract reference. If they have any questions they can contact me. Will you also please send me a cost proposal for the months March thru June? It was nice to talk with you this afternoon and I look forward to working with you in the future. Michele" Weight is 10. This is apparently one of Hope's first conversations with Penney. Importantly, she still doesn't know what the cost of the Penney contract is to be. This only corroborates that AIDEA had no role in negotiating the original Penney Contract. 	10
3/13/2019@4:50pm	Email	From: Michele Hope <mhope@aidea.org>	<ul style="list-style-type: none"> From Hope to Boutin: Thank you for the reminder, it was not my intention to 	0

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		<p>Sent: Wednesday, March 13, 2019 4 :50 PM To: Tomas Boutin <TBoutin@aidea .org> Cc: Brenda Applegate <bapplegate@aidea .org> Subject: RE: Final Clark Penney Contract</p>	<p>break protocol. I will direct future inquires through Mr. Williams. Michele</p> <ul style="list-style-type: none"> Weight is 0: background information 	
3/14/2019@6:53am	Email	<p>From: Tomas Boutin Sent: Thursday, March 14, 2019 6:53 AM To: Michele Hope, Brenda Applegate RE: Final Clark Penney Contract</p>	<ul style="list-style-type: none"> Boutin to Hope, Applegate Thank you. Tom Weight is 0: background information 	0
3/15/2019@6:11am	Email	<p>Email text From Clark Penney (partially redacted) To Michelle Hope, Acting Chief Procurement Officer AIDEA; Subject: "Re: Industry Development Team Consulting 19-048"</p>	<ul style="list-style-type: none"> Penney to Hope: "Ok thx Michele. I will get you these items later today or over the weekend. Thx" This was sent on Friday March 15, 2019. It is Penney's apparent response to Hope's email request of 3/12/2019 with the same subject line, requesting documentation needed for completion of contract preparations. Weight is 10. This is just more of the mechanics in the process of establishing a contract for the work Penney is already doing. 	10
3/15/2019@8:21am	Email	<p>Email text From Michele Hope, Interim Chief Procurement Officer To Shawn Williams, Assistant Commissioner DCCED; c.c to Tomas Boutin, Exec Director AIDEA; Brenda Applegate; Subject: "Re: Industry Development Team Consulting 19-048"</p>	<ul style="list-style-type: none"> Hope to Williams: "Mr. Williams Short of having Mr. Penney's information (please see email string below), I will be sending the draft contract documents later this morning for everyone to review so that once I have Mr. Penney's information we can execute his contract. I will also send Ms. Garcia the RSA scope information she needs as well as the updated contract amount once I have it verified with you and Mr. Penney. With Mr. Penney's "verbal" authorization, he is under contract, so hopefully there hasn't been any delay in 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<p>services. If you have any additional questions please feel free to call. I am here all day, but in and out of my office. My cell number is (redacted) if you need to get a hold of me quickly. I appreciate your assistance with all of this. Michele”</p> <ul style="list-style-type: none"> It’s clear the AIDEA is now working in a “clerical” capacity to get the paperwork right so that Penney Capital is put under contract and can continue working. It also recognizes that Penney has been retroactively given approval to work prior to an authorized, waiver-approved, fully executed contract. Clearly there is no intent nor possibility of consideration of any other potential contractors. 	
3/15/2019@4:39pm	Email	<p>Email text From Michele Hope, Interim Chief Procurement Officer AIDEA To Shawn Williams, Assistant Commissioner DCCED; c.c to Tomas Boutin, Exec Director AIDES; Brenda Applegate; Subject:” 19048 Economic Development Advisory Services Contract”; Attachment: 19048 ECONOMIC DEVELOPMENT ADVISORY SERVICES CONTRACT.pdf; PSA B.docx; PSA C -1 (Compensation).docx</p>	<ul style="list-style-type: none"> Hope to Williams: “Attached please find a pdf DRAFT of the contract for Penney Capital, Inc. I have included the Word version of the Scope of Work (psa b) and the Compensation section (psa-c-1) for you to edit as necessary. <u>I made some pretty drastic changes to the scope</u> (emphasis added) to include directive language, deliverables and schedule. I assume someone may want to adjust these. My intent was to tie a deliverable to the action being provided, if this level of reporting isn't needed, at a minimum we need to know "when will AIDEA know the work is complete and the contractor can be paid". The contractual language is for an entity, not necessarily the person- we don't want to get into trouble with HR. Since this contract is AIDEA's responsibility, all signatures and language represent AIDEA and not DCCED, except, in the compensation section where it defines who is authorized to approve travel. If you need any other sections in word, or if you want to just markup the documents and return them to me, I can make any needed changes. 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<p>In a separate email! will send the Scope of work to Ms. Garcia along with the final amount needed on the RSA. Hopefully I can route the contract to the Contractor for signature on Monday. Once signed, I will route for internal signatures and final execution.</p> <p>Thank you for your help and patience as we worked through this.</p> <p>Michele”</p> <ul style="list-style-type: none"> • From this communication from AIDEA to Commissioner Anderson it appears that the contract that DCCED negotiated with Penney Capital, Inc. needed “drastic” changes to meet even the most common and essential requirements of a Professional Services contract. The DCCED failed to provide at least these essential contract terms and conditions: <ul style="list-style-type: none"> ○ Scope definition: what was the range and limits of the contracted services? ○ Lacking in directive language: what, specifically, is the contractor required to do? ○ Specific requirements and essential deliverables ○ A specified timeline schedule of work to be performed ○ Reporting requirements ○ What is the definition of completed work and acceptance criteria? • This lack of “normal” contract terms and conditions supports the substantial degree of involvement that Penney Capital, Inc. had in crafting the contract while it was in the hands of the DCCED Commissioner’s Office. There appears to be little or no effort to protect the State’s interests in the DCCED-negotiated contract. • This observation is further corroborated in the following email dated 3/15/2019@4:46pm from Boutin to Hope, Williams, and Applegate where Boutin said: “It looks to me like the Industrial Development Task Force has been developing the terms of this contract as they see fit, which 	

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<p>is fine of course <u>as we have no scope of need experience</u> (emphasis added)".</p> <p>The added emphasis is intended to give weight to the admission By AIDEA's Executive Director that, even at this late stage of contract development by AIDEA, they admit that AIDEA has no understanding of the Scope of the need that is being addressed by this contract.</p> <p>Boutin is the same person who subsequently approved and signed the single source Waiver Request which was at least partially justified on the basis of "Unique skills and Knowledge".</p> <p>Moreover, this is the first ever mention that, unknown to AIDEA, the Industrial Development Task Force has been "developing the terms of this contract as they see fit".</p> <p>These admissions speak to the recklessly unprofessional contract development activities that were in play as Penney negotiated his contract with DCCED and the IDT.</p> <p>Clearly the only guiding concern was to get a contract with Penney Capital, Inc. executed as quickly as possible and without regard for terms and conditions that consider the best interests of the State.</p> <ul style="list-style-type: none"> • Weight is 10 	
3/15/2019@4:46pm	Email	Tom as Boutin Friday, March 15, 2019 4:46 PM Michele Hope; Shawn Williams Brenda Applegate RE: 19048 Economic Development Advisory Services Contract	<ul style="list-style-type: none"> • From Boutin to Hope, Williams, Applegate: "Thanks. It looks to me like the Industrial Development Task Force has been developing the terms of this contract as they see fit, which is fine of course <u>as we have no scope of need experience</u> (emphasis added). Travel costs have been added since I was last tuned in. This is all fine with me and the documents therefore appear fine as well. Thanks. Tom" 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<ul style="list-style-type: none"> Really? AIDEA has “no experience with the scope of need”? Then why is AIDEA taking over this contract from DCCED? Just kidding... the more we go through this email evidence the more clearly the efforts of AIDEA on behalf of DCCED are solely to allow DCCED to circumvent the normal Executive Branch contracting procedures and rules that should have applied. DCCED is buying AIDEA’s commitment (and apparent incompetence) to guarantee creation of a single source contract with Penney Capital, Inc. regardless of their own AIDEA rules. 	
3/15/2019@5:26pm	Email	<p>Email text From: Michele Hope, Interim Chief Procurement Officer DCCED Sent: Friday, March 15, 2019 5:26 PM To: Shawn Williams, Commissioner DCCED Cc: Tomas Boutin Exec Director AIDEA ; Brenda Applegate Subject: “Economic Development Advisory Services Waiver Request”</p>	<ul style="list-style-type: none"> Hope to Williams: “Attached is the Waiver Request AIDEA will need to process in order to award the subject project. <p>Although this document only needs to be signed and justified by AIDEA, I wanted to make sure that I have not misrepresented any information within.</p> <p>I have not enabled track changes, but if you want to make changes, I ask that you please allow tracking so that I know what has been changed.</p> <p>Thank you, have a good weekend. Michele”</p> <ul style="list-style-type: none"> This may have been the point at which the draft Waiver Request contained the note that indicated that the contract was being pursued at the request of the Governor’s Office. We’ll need all of the drafts of the AIDEA Waiver Request to figure that point out. 	10
3/15/2019@5:46	Email	<p>From: Michele Hope Sent: Friday, March 15, 2019 5:46 PM To: '08RSADesk (CED sponsored)' <08RSADesk@alaska.gov> Cc: Shawn Williams <shawn.williams@alaska.gov>; Yulia Ellsworth</p>	<ul style="list-style-type: none"> From Hope to 08RSADesk (Kelli Garcia): “Ms Garcia In an effort to help you with writing your RSA, please consider the following information for Section II of the RSA. I have also attached the entire contract scope of work for your reference in case you need additional information. 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		<p><yellsworth@aidea.org>; Brenda Applegate <bapplegate@aidea.org> Subject: RE: [External Email] RE: RSA for Economic Development Advisory Services with AIDEA</p>	<p>AIDEA will contract with a vendor to provide advice and assistance to the New Industry Development Team (Team) on developing existing and new industry growth with the purpose of increasing jobs and diversifying the Alaska economy. Services shall begin March 1, 2019 through June 30, 2019. Cost associated with these services will be fixed price of \$8,000 monthly with an allowance of approximately \$3,000 travel expenses. The cost for the initial term of the contract is estimated to be \$45,000. Please let me know if you have any questions. If you have AIDEA Financial questions, you can address those to Yulia, she is copied on this email. Thanks, Michele”</p> <ul style="list-style-type: none"> • Please Note that at this stage, the RSA being requested from DCCED sets the initiation of contract services to start on March 1, 2019. So, there’s still an effort to make the AIDEA contract retroactive to the date that Penney first submitted a draft contract to DCCED officials (Shawn Williams). • Weight is 10 	
3/15/2019@6:24pm	Email	<p>Email text From: Michele Hope, Interim Chief Procurement Officer AIDEA To Julie Anderson, Commissioner DCCED; c.c. to Tomas Boutin, Exec Director AIDEA; Brenda Applegate; Shawn Williams, Assistant Commissioner DCCED Subject: ” 9048 Economic Development Advisory Services Contract”; Attachment: 19048 ECONOMIC DEVELOPMENT ADVISORY SERVICES</p>	<ul style="list-style-type: none"> • Hope to Anderson: “Commissioner Anderson At the request of Mr. Penney, I am sending these documents to you for review. I previously sent them to Mr. Williams and our AIDEA team; however, Mr. Penney asked that I send them directly to you as well. I will also send the waiver document by separate email that I sent out for review. Hope you have a wonderful weekend and I look forward to finalizing this hopefully Monday. Michele” • Here it appears that Penney wants his closest ally in DCCED to know what’s in the contract. • Why? • Speculation: Penney wants to settle some objection he has directly with the Commissioner 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		CONTRACT.pdf; PSA B.docx; PSA C -1 (Compensation).docx		
3/15/2019@6:26pm	Email	Email text From: Michele Hope, Interim Chief Procurement Officer Sent: Friday, March 15, 2019 6:26 PM To: Julie Anderson, Commissioner DCCED Cc: Tomas Boutin, Exec Director AIDEA; Brenda Applegate; Shawn Williams, Assistant Commissioner DCCED Subject: "RE: Economic Development Advisory Services Waiver Request" Attachments: WAIVER REQUEST .docx	<ul style="list-style-type: none"> • Hope to Anderson: "Commissioner Anderson, Per my previous email, and at the request of Mr. Penney, this is the Waiver Request I sent out today. Have a wonderful weekend, Michele" • Hmm... is this the draft version that contains the notation that the waiver is made at the request of the Governor's Office? • Why does Penney want to have the Commissioner see the draft Waiver Request? 	10
3/18/2019@8:47am	Email	Email text From: Michele Hope, Interim Chief Procurement Officer AIDEA Sent: Friday, March 15, 2019 6:26 PM To: Anderson, Julie B, Commissioner DCCED Cc: Boutin, Tomas H, Exec Director AIDEA; Applegate, Brenda J AIDEA; Williams, Shawn D, Assistant Commissioner DCCED Subject: "RE: Economic Development Advisory Services Waiver Request"	<ul style="list-style-type: none"> • Hope to Anderson: "Thank you Michele, This look complete. Thank you, Julie" • Apparently, the Commissioner of DCCED is acknowledging that she has the Waiver Request draft. It's not clear that Anderson is giving the OK to this version of the draft Request. • Weight is 10. This ties Commissioner Anderson back to the final review of the AIDEA-revised version of the contract that Anderson and Williams negotiated with Penney. 	10
3/18/2019@4:03pm	Email	From: Michele Hope [mailto:mhope@aidea.org] Sent: Monday, March 18, 2019 4:03 PM	<ul style="list-style-type: none"> • From Hope to O8RSADesk (Kelli Garcia): "Can I get a status update on the RSA? Is there anything more you need from me? I'm leaving on vacation tonight so I'm just trying to tie up loose ends." 	1

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		<p>To: 08RSADesk (CEO sponsored) <08RSADesk@alaska.gov> Cc: Williams, Shawn O (CEO) <shawn.williams@alaska.gov>; Ellsworth, Yulia (AIDEA) <yellsworth@aidea.org>; Applegate, Brenda J (AIDEA) <bapplegate@aidea.org> Subject: RE: [External Email] RE: RSA for Economic Development Advisory Services with AIDEA</p>	<p>Thanks, Michele”</p> <ul style="list-style-type: none"> Weight is 1. Probable background doc. 	
3/19/2019@10:31am	Email	<p>From: "08RSADesk (CEO sponsored)" <08RSADesk@alaska.gov> Date: 3/19/19 10:31 AM (GMT - 06:00) To: Michele Hope <mhope@aidea.org>, Shawn Williams <shawn.williams@alaska.gov>, "Lager, Hannah L (CEO)" <hannah.lager@alaska.gov> Cc: Yulia Ellsworth <yellsworth@aidea.org>, Brenda Applegate <bapplegate@aidea.org>, "McDowell, Jenny L (CED)" <jenny.mcdowell@alaska.gov>, "Wilkerson, April A (GOY)" <april.wilkerson@alaska.gov>, "08RSADesk (CEO sponsored)" <08RSADesk@alaska.gov> Subject: [External Email] RE: [External Email] RE: RSA for</p>	<ul style="list-style-type: none"> From 08RSADesk (Kelli Garcia) to Hope, Williams, Lager: “Thank you Michele, The RSA the total cost would be for \$44,000. Not \$45,000. Because 8,000 (fixed services), and \$3,000(fixed travel) is \$11,000/month for 4 months. If the extra \$1,000 is justifiable then we can increase it. Shawn or Hannah, The last thing is, who will be paying AIDEA for these costs? Thanks,” Oops... the money question. “Follow the money”. Indeed, who is actually paying for the AIDEA RSA to put Penney under a single source contract? Weight is 10 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		Economic Development Advisory Services with AIDEA		
3/19/2019@11:07am	Email	<p>From: Michele Hope <mhope@aidea.org> Sent: Tuesday, March 19, 2019 11:07 AM To: 08RSADesk (CED sponsored) <08RSADesk@alaska.gov>; Shawn Williams <shawn.williams@alaska.gov>; Lager, Hannah L (CEO) <hannah.lager@alaska.gov> Cc: Yulia Ellsworth <yellsworth@aidea.org>; Brenda Applegate <baplegate@aidea.org>; Lois A. Lemus <LLemus@aidea.org> Subject: Re: [External Email] RE: [External Email] RE: RSA for Economic Development Advisory Services with AIDEA</p>	<ul style="list-style-type: none"> From Hope to 08RSADesk (Yulia Ellsworth): “I'm sorry, 44,000 is correct. Lois can you fix the contract and ntp and resubmit to Mr. Penney? Thanks, Michele” <hr/> <p>Sent via the Samsung Galaxy S IO+, an AT&T 5G Evolution capable smartphone</p> <ul style="list-style-type: none"> The contract is finally being settled. Weight is 1. Background info 	1
3/19/2019@11:31am	Email	<p>From: Michele Hope Sent: Tuesday, March 19, 2019 11:31 AM To: Yulia Ellsworth; Lois A. Lemus Subject: Re: [External Email] RE: [External Email] RE: RSA for Economic Development Advisory Services with AIDEA</p>	<ul style="list-style-type: none"> From Hope to Ellsworth: “Thank you. Sorry for the inconvenience. So many revisions, so many rev1ews. Lol M” Weight is 1. More background. 	1

<i>Date/time</i>	<i>Document Name/Type</i>	<i>Document Content</i>	<i>Comment/Location of document</i>	<i>Weight 1-10</i>
3/19/2019@2:28pm	Email	<p>From: Yulia Ellsworth <yellsworth@aidea.org> Date: 3/19/19 2:28PM (GMT-06:00) To: Michele Hope <mhope@aidea.org>, "Lois A. Lemus" <LLemus@aidea.org> Subject: RE: [External Email] RE: [External Email] RE: RSA for Economic Development Advisory Services with AIDEA</p>	<ul style="list-style-type: none"> From Ellsworth to Hope: "Michele, I will decrease PR to \$44,000. Thank you! Have a great vacation." Weight is 1. More background 	1
5/2/2019@3:53pm	Email	<p>From: Michele Hope Sent: Thursday, May 02, 2019 3:53 PM To: Julie Anderson <julie.anderson@alaska.gov> Subject: Waiver Request</p>	<ul style="list-style-type: none"> From Hope to Anderson: "Per your request attached is the Waiver and associated RSA from DCCED. We will wait for your direction before we respond to the request. Michele" At this date, much of the email traffic is related to press inquiries or the extension of the original 4-month term contract. Weight is 10. Press inquiries are imminent or have already started. Apparently the Commissioner of DCCED wants to refresh her memory and give feedback to AIDEA. 	10
5/3/2019@5:36pm	Email	<p>From: Michele Hope Sent: Friday, May 3, 2019 5:36PM To: Julie Anderson Subject: RE: Waiver Request</p>	<ul style="list-style-type: none"> From Hope to Anderson: "Commissioner Is there anything additional you want to discuss about the request or about the waiver? Sherrie will be back on Monday and she will want to send the documents to our AG for review. Thanks, M" OK, why is the AG reviewing the documents? Weight is 10. Something is serious enough to get the AG's office involved. 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
5/9/2019@12:01pm	Email	<p>Email text From: Tomas Boutin , Exec Director AIDEA Sent: Thursday, May 9, 2019 12:00 PM To: Dana Pruhs, Chair AIDEA; Anderson, Julie B, Commissioner DCCED; Samorajski, Greg S (DOR) ; Bernie Karl; Bill Kendig; Albert Fogle; Sande, Julie A Cc: Shuckerow, Matt N, Governor's Office Subject: press calls on Clark Penney contract</p>	<ul style="list-style-type: none"> Boutin to Pruhs; Anderson; Samoraiski; Bernie Karl; Kendig; Fogle; Sande; c.c. Shuckerow: "Good morning, You may receive or have received inquiries regarding the contract with Mr. Clark Penney that AIDEA signed on March 20. This contract was not taken to the board for approval nor did it need to be, so you have not seen the contract. <u>The contract pertains to Mr. Penney's work as Managing Director, of the New Industry Development Team, which is not part of AIDEA</u> (emphasis added). To the best of my knowledge the AIDEA board has not been briefed on this Team (nor have I by the way, but that is not something I will say outside of our board; certainly I could have asked for a briefing and received one). I recommend that all press contacts on this matter be referred to Karsten Rodvick. Karsten's direct phone line is 771- 3024. I would prefer that press use that number, but for your purposes, if you need to reach Karsten his cell phone is I am happy to hear from you of course. I am in Juneau this week, and will be in the Anchorage office beginning Sunday afternoon. Thanks. Have a great day. Tom" Boutin admits the contact is for the NIDT which is not part of AIDEA, even though the contract is an AIDEA contract. Further, Boutin admits that he knows nothing about the NIDT team, but he will keep it secret. This contradicts Boutin's own words in the email dated 3/15/2019@4:46pm. He said "It looks to me like the Industrial Development Task Force has been developing the terms of this contract as they see fit, which is fine of course...". He wants all press contacts to be referred to Karsten Rodvik, AIDEA's Public information Officer. Weight is 10. Boutin seems to basically admitting to a lie and his intent to cover it up. 	10
5/9/2019@12:11pm	Email	<p>Tomas Boutin Thursday, May 9, 2019 12: 11 PM Karsten Rodvik</p>	<ul style="list-style-type: none"> From Boutin to Rodvik: "Karsten, 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		Brenda Applegate; Michele Hope; Mark Davis; Sherrie M. Siverson FW: press calls on Clark Penney contract	Should have copied you on this. Kept receiving phone calls while writing this so hurried to send it. Jerry Juday did not prepare information directed toward potential press inquiries but what he had to say was interesting nonetheless. Maybe this is a big enough matter that sometime this afternoon the 5 of you can call and we can prepare notes. Tom” <ul style="list-style-type: none"> • Is Tom Boutin getting nervous about the press attention? • Why is Jerry Juday getting involved; he’s an Assistant AG? • Weight is 10 	
5/9/2019@12:16pm	Email	From: Brenda Applegate <bapplegate@aidea.org> Sent: Thursday, May 9, 2019 12:16 PM To: Tomas Boutin <TBoutin@aidea .org>; Karsten Rodvik <krodvik@aidea .org> Cc: Michele Hope <mhope@aidea .org>; Mark Davis <MDavis@aidea .org>; Sherrie M . Siverson <SSiverson@aidea.org> Subject: RE : press calls on Clark Penney contract	<ul style="list-style-type: none"> • From Applegate to Boutin: “I think a meeting this afternoon to discuss response to any question would be a good idea” • Weight is 1. Background information 	1
5/9/2019@12:18	Email	From Tomas Boutin Sent: Thursday, May 9, 2019 12:18 PM To: Brenda Applegate <bapplegate@a idea .org>; Karsten Rodvik <krodvik@aidea.org> Cc: Michele Hope <mhope@aidea .org>; Mark	<ul style="list-style-type: none"> • From Boutin to Applegate “I meant to say Compare notes . “ • Weight is 1. Background information 	1

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		<p>Davis <MDavis@aidea.org>; Sherrie M. Siverson <SSiverson@aidea .org> Subject: RE : press calls on Clark Penney contract</p>		
5/9/2019@12:19	Email	<p>From: Mark Davis <MDavis@aidea .org> Sent: Thursday, May 9, 2019 12:19 PM To: Tomas Boutin <TBoutin@aidea .org>; Brenda Applegate <bapplegate@aidea .org>; Karsten Rodvik <krodvik@aidea.org> Cc: Michele Hope <mhope@aidea .org>; Sherrie M . Siverson <SSiverson@aidea .org> Subject: RE: press calls on Clark Penney contract</p>	<ul style="list-style-type: none"> From Davis to Boutin: “Tom I am in the office this afternoon. Cordially, Mark Davis” Weight is 1. Background information. 	1
5/9/2019@1:19pm	Email	<p>Email text From: Anderson, Julie B, Commissioner DCCED Sent: Thursday, May 9, 2019 1:19PM To: Tomas Boutin, Exec Director AIDEA Subject: [External Outside Email] RE: press calls on Clark Penney contract</p>	<ul style="list-style-type: none"> Anderson to Boutin: “Thank you Tom. I thought I had explained the team to you when you first came on board and you met with the team and DNR last week, is there something further that you would like to know? I apologize if something was missed, we will be having a team meeting next Thursday if you would like to attend to learn more about the team, or I am happy to answer any questions you may have. Regards, Julie” Commissioner seems to be taking exception to Boutin’s characterization in his same-day email to the Commissioner where Boutin claims not to have been briefed about the New Industry Development Team. Weight is 10. The Commissioner thinks Boutin has been briefed. Boutin said in a previous email he hasn’t been briefed because he didn’t want a briefing. However he 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<p>wanted to keep that fact a secret outside of the AIDEA board.</p>	
5/9/2019@1:33pm	Email	<p>Email Text From: Tomas Boutin, Exec Director Sent: Thursday, May 9, 2019 1:33 PM To: Anderson, Julie B, Commissioner DCCED Subject: RE: [External Outside Email] RE: press calls on Clark Penney contract</p>	<ul style="list-style-type: none"> Boutin to Anderson “No. <u>As I said, I certainly could have asked to learn more about the team and I did not.</u> (emphasis added) Greg Samorajski happened to email this afternoon that he is on the team, and I did not know that, and I could have asked but did not ask if the DNR Commissioner and the two DNR Deputies are part of the team (as they attended the meeting last week). I have however been passing along ideas and newspaper articles to Clark, including today. Also, today Matt Shuckerow called me about press calls he is receiving, and he mentioned that the team is in Commerce. I told him I thought it is in the Gov's office, and we each said we are not sure we know. But no matter. <p>[-----Redacted-----]</p> <p>To date the press calls are few and far between, and entirely manageable. I told Matt that if I were him I would tell the press there are 128 boards and commissions (or how many there are now), and he cannot possibly know of all the contracts and projects of every one of them; this is an AIDEA contract and he could tell the press to call AIDEA.”</p> <ul style="list-style-type: none"> Boutin’s statement conflicts with remarks he made in an email on 3/15/2019@4:46pm about the NIDT negotiating the terms of the Penney contact. Weight is 10. 	10
5/9/2019@1:36pm	Email	<p>Email Text From: Anderson, Julie B, Commissioner DCCED Sent: Thursday, May 9, 2019 1:36PM To: Tomas Boutin, Exec Director AIDEA</p>	<ul style="list-style-type: none"> Anderson to Boutin “Yes, I agree. I talked to Matt this afternoon and asked him to refer everything to Karsten to ensure we have a unified clear message. It would be great if you could find time to attend the meeting either next Thursday, or the following Thursday where the Industry Advisors will be in attendance.” 	0

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		Subject: [External Outside Email] RE: [External Outside Email] RE: press calls on Clark Penney contract	<ul style="list-style-type: none"> • So AIDEA is taking charge of the “message management” with the press. My experience is that unless the Public Information Officer accidentally lets something useful out to the press, he will obfuscate, dodge, and avoid direct answers. • Weight is 0. This is background. 	
5/9/2019@1:38	Email	From: Tomas Boutin Sent: Thursday, May 9, 2019 1:38 PM To: Anderson, Julie B (CED) C.c: Sherrie M. Siverson Subject: RE: [External Outside Email] RE: [External Outside Email] RE: press calls on Clark Penney contract	<ul style="list-style-type: none"> • From Boutin to Anderson: “Thanks. I will try to do that as I would very much like to do so. I'll learn the specific times and place and put them on the calendar.” • So it looks like Boutin is going to meet with Commissioner Anderson to learn what the NIDT team is really all about (presumably including what Penney actually does, but that isn't clear). • Weight is 10, since this is something Boutin should have known from day 1 of the Penney involvement, as the leadership of this function is technically contracted to his organization (AIDEA). It demonstrates and confirms that AIDEA is merely serving as a conduit to circumvent Executive Branch procurement regulations in order to give Penney Capital, Inc. a single source contract and avoid competition. 	10
5/10/2019@9:55am	Email	From: Juday, Jerry H (LAW) Sent: : Friday, May 10,2019 9:55AM To Michele Hope Cc: Brenda Applegate; Tomas Boutin Subject: [External Outside Email] Penney Capital	<ul style="list-style-type: none"> • From Juday to Hope: “Michele - I need to look at your procurement file for this contract. Can I come over today or Monday some time to do that? Or, if the complete file is not large can you scan it and send it to me electronically? Thanks. Jerry” • I wonder what spurred the AGs office to get involved? Was it the first press stories on the Penney contract and its potential connection to one of the Governor's campaign contributors? • Weight is 10. Any time the AGs Office is involved it's a 10. 	10
5/10/2019@11:25am	Email	From: Anderson, Julie B (CEO) <julie .anderson@alaska.gov>	<ul style="list-style-type: none"> • From Anderson to Boutin et al: “Good morning, 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		<p>Sent: Friday, May 10, 2019 11:25 AM To: Tomas Boutin <TBoutin@aidea.org>; <Dana Pruhs>; Julie Sande <julie.sande@alaska.gov>; Bill Kendig <>; Albert Fogle <Samorajski <greg.samorajski@alaska.gov>; Bernie Karl <>; Shuckerow, Matt N (GOV) <matt.shuckerow@alaska.gov> Cc: Price, Jeremy M (GOV) <jeremy.price@alaska.gov>; John Springsteen <jspringsteen@aidea.org> Subject: [External Outside Email] NID Team- Brief 5.10.19</p>	<p>Attached is a brief on the New Industry Development Team that has been the subject of discussion and media the past few days. This team is focused on improving economic development opportunities for existing industries and new entrants to the state. As you know, this is a focus area for the administration as we strive to improve economy for all Alaskans. Please let me know if you have any questions, and I look forward to further discussions with you at the next board meeting. Kind Regards,"</p> <ul style="list-style-type: none"> • I wonder if the briefing made any mention of the Penney contract or Clark Penney? This briefing would be worth getting a copy of. • Weight is 10. Maybe this briefing will make clear what Penney's role is on the NIDT team. 	
5/10/2019@11:32am	Email	<p>From: Tomas Boutin Sent: Friday, May 10, 2019 11:32 AM To: Sherrie M. Siverson; Alan Weitzner; Curtis W. Thayer; Mark Davis; Brenda Applegate; Linda K. Senn; Karsten Rodvik; Curtis W. Thayer; Michele Hope; Jerry Juday Subject: FW: [External Outside Email] NID Team - Brief 5.10.19 Attachments: NID Team - Brief 5.10.19.docx</p>	<ul style="list-style-type: none"> • Boutin to Siverson et all: (This email only transmitted the email and attached documents from Anderson listed in email of 5/10/2019@11:25am) • Weight is 1. It's only background information. It does have an interesting list of recipients. 	1
5/10/2019@4:29pm	Email	<p>From: Nikki Davis Sent: Friday, May 10, 2019 4:29 PM To: Michele Hope</p>	<ul style="list-style-type: none"> • From Nikki Davis to Hope: "Michele, 	0

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		Subject: Penney Capital scan Attachments: Penney Capital.pdf	Here are the documents you requested me to scan. I took out all the blank pages, and rotated a few pages for your viewing. Let me know if I can help anymore” <ul style="list-style-type: none"> Weight is 0. It’s a background document. 	
5/13/2019@1:28pm	Email	Email Text From: Tristan Walsh [mailto:Tristan.Walsh@akleg.gov] Sent: Monday, May 13, 2019 1:28 PM To: Boutin, Tomas H (AIDEA) ; Anderson, Julie B (CED) Cc: Rep. Jonathan Kreiss-Tomkins ; Fields, Zack (LEG) ; 'fred.parady@alaska.gov'; Rodvik, Karsten P (AIDEA) Subject: Joint Letter from Representatives Kriess-Tomkins and Fields to Commissioner Anderson and AIDEA CEO Boutin 5.13.19	<ul style="list-style-type: none"> Walsh to Boutin: “Commissioner Anderson, Mr. Boutin and Staff, Please find attached a letter sent out today from Representatives Kriess-Tomkins and Fields regarding the recent sole source contract to Clark Penney through AIDEA. Please feel free to reach out to our offices if you have any comments, questions or concerns. Respectfully, -Tristan Tristan Walsh, Staff for Representative Fields Session Phone: (907) 465-6591 Alaska State House of Representatives State Capitol, Room 114 Juneau AK 99801” Weight is 10. Legislators are getting involved. 	10
5/13/2019@1:24pm	Email	From: Michele Hope Sent: Monday, May 13, 2019 1:24 PM To: Jerry Juday Cc: Brenda Applegate ; Tomas Boutin Subject: RE: [External Outside Email] Penney Capital	<ul style="list-style-type: none"> From Hope to Boutin: “Let's try this again. Please let me know if you receive this. Thanks, Michele” Weight is 5. I wonder what it is that Hope is sending to the Assistant AG (Juday)? 	5
5/13/2019@1:28pm	Email	From: Tristan Walsh [mailto:Tristan.Walsh@akleg.gov] Sent: Monday, May 13, 2019 1:28 PM	<ul style="list-style-type: none"> From Walsh to Boutin et al: “Commissioner Anderson, Mr. Boutin and Staff, Please find attached a letter sent out today from Representatives Kriess-Tomkins and Fields regarding the recent sole source contract to Clark Penney through 	1

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		<p>To: Boutin, Tomas H (AIDEA) <tboutin@aidea .org>; Anderson, Julie B (CED) <julie.anderson@alaska.gov> Cc: Rep. Jonathan Kreiss-Tomkins <Rep.Jonathan.Kreiss-Tomkins@akleg.gov>; Fields, Zack (LEG) <rep.zack.fields@akleg.gov>; 'fred.parady@alaska.gov'; Rodvik, Karsten P (AIDEA) <krodvik@aidea .org> Subject: Joint Letter from Representatives Kriess-Tomkins and Fields to Commissioner Anderson and AIDEA CEO Boutin</p>	<p>AIDEA. Please feel free to reach out to our offices if you have any comments, questions or concerns. Respectfully, -Tristan Tristan Walsh, Staff for Representative Fields”</p> <ul style="list-style-type: none"> Weight is 1. Background info 	
5/13/2019@1:34pm	Email	<p>Email Text From: Anderson, Julie B, Commissioner DCCED Sent: Monday, May 13, 2019 1:34 PM To: Jerry Juday C.c. Tomas Boutin; Price, Jeremy M (GOV) Subject: [External Outside Email] FW: Joint Letter from Representatives Kriess-Tomkins and Fields to Commissioner Anderson and AIDEA CEO Boutin 5.13.19 Joint Letter from Representatives Jonathan Kriess Tomkins and Fields to Commissioner Anderson and CEO Boutin 5.13.19.pdf</p>	<ul style="list-style-type: none"> Anderson to Juday “FYI -for our discussion this afternoon.” Weight is 5. The meeting is to review legislators’ letters and includes Governor’s Office, AG’s Office, Commissioner Anderson, and AIDEA’s Boutin. The supposition is that the meeting is to review the legal and political ramifications of the legislators’ letters with regard to the Penney Capital, Inc. contract. 	5
5/13/2019@1:54pm	Email	<p>From: Tomas Boutin Sent: Monday, May 13, 2019 1 :54 PM</p>	<ul style="list-style-type: none"> From Boutin to Hope, Juday: “I did receive it. Thanks.” 	5

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		To: Michele Hope; Jerry Juday Cc: Brenda Applegate Subject: RE: [External Outside Email) Penney Capital	<ul style="list-style-type: none"> Weight is 5. Until we know what this email was about we will give it substantial weight because it is addressed to the Assistant AG and the 3 key players in AIDEA 	
5/13/2019@2:13pm	Email	Email Text From: Tomas Boutin, Exec Director Sent: Monday, May 13, 2019 2:13 PM To: Anderson, Julie B, Commissioner DCCED; Juday, Jerry H (LAW) Cc: Price, Jeremy M (GOV) Subject: RE: [External Outside Email] FW: Joint Letter from Representatives Kriess-Tomkins and Fields to Commissioner Anderson and AIDEA CEO Boutin 5.13.19	<ul style="list-style-type: none"> Boutin to Anderson "Thank you Commissioner. I am available for a phone call this afternoon. 4 Tom" Weight is 5. Background info; it is of note that it involves DCCED, Law, Governor's Office and AIDEA. What are they discussing about the Penney contract? 	5
5/13/2019@4:59pm	Email	Email Text From: Price, Jeremy M (GOV) Sent: Monday, May 13, 2019 4:59 PM To: Tomas Boutin ; Julie Anderson ; Jerry Juday Subject: [External Outside Email] RE: [External Outside Email] FW: Joint Letter from Representatives Kriess-Tomkins and Fields to Commissioner Anderson and AIDEA CEO Boutin 5.13.19	<ul style="list-style-type: none"> Price to Boutin "Did this call take place yet? Thanks Jeremy" Weight is 5. Background info; it is of note that it involves DCCED, Law, Governor's Office and AIDEA. What are they discussing about the Penney contract? 	5
5/13/2019@5:01pm	Email	Email Text From: Tomas Boutin Sent: Monday, May 13, 2019 5:01 PM	<ul style="list-style-type: none"> Boutin to Price "No." Weight is 5. Background info; it is of note that it involves DCCED, Law, Governor's Office and AIDEA. What are they discussing about the Penney contract? 	5

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		<p>To: Price, Jeremy M (GOV) ; Anderson, Julie B (CED) ; Juday, Jerry H (LAW)</p> <p>Subject: RE: [External Outside Email] RE: [External Outside Email] FW: Joint Letter from Representatives Kriess-Tomkins and Fields to Commissioner Anderson and AIDEA CEO Boutin 5.13.19</p>		
5/13/2019@5:04pm	Email	<p>Email Text</p> <p>Sent from my iPhone On May 13, 2019, at 5:04 PM, Price, Jeremy M (GOV) wrote:</p>	<ul style="list-style-type: none"> • Price to ? "I'd like to join the call if you don't mind." • Weight is 7. Extra weight because of who is in attendance. Background info; it is of note that it involves DCCED, Law, Governor's Office and AIDEA. What are they discussing about the Penney contract? 	7
5/13/2019@7:12pm	Email	<p>Email Text</p> <p>From: Anderson, Julie B (CED)</p> <p>Sent: Monday, May 13, 2019 7:12 PM</p> <p>To: Price, Jeremy M (GOV)</p> <p>C.c. Tomas Boutin; Jerry Juday</p> <p>Subject: [External Outside Email]</p> <p>Re: [External Outside Email] RE: [External Outside Email] FW: Joint Letter from Representatives Kriess-Tomkins and Fields to Commissioner Anderson and AIDEA CEO Boutin 5.13.19</p>	<ul style="list-style-type: none"> • Anderson to Price "Just to clarify. The call this afternoon was one I had previously scheduled with Jerry. This letter just happened to come in right before our meeting. I will call tomorrow to discuss the response. Thank you. Julie Sent from my iPhone" • Weight is 5. Background info; it is of note that it involves DCCED, Law, Governor's Office and AIDEA. What are they discussing about the Penney contract? 	5
5/20/2019@8:54am	Email	<p>From: Tomas Boutin</p> <p>Sent: Monday, May 20, 2019 8:54 AM</p> <p>To: Julie Anderson</p> <p>Subject: suggested letter</p> <p>Attachments: The Honorable Zack Fields.docx</p>	<ul style="list-style-type: none"> • Boutin to Anderson: "Good morning Commissioner, I presume that topic you have been calling about and for which I have been unable to reach you by return call is the letter from Reps. Fields and Tomkins. In drafting a response it occurred to me that maybe I should send a letter from myself, so I am running a first draft by you. Tom" 	5

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			Weight is 5. Background info; it is of note that it involves a draft response to the legislators. What does it say in draft form?	
5/21/2019@7:12am	Email	From: Tomas Boutin Sent: Tuesday, May 21, 2019 7:12AM To: Sherrie M . Siverson <SSiverson@aidea.org> Subject: FW	<ul style="list-style-type: none"> From Boutin to Siverson: "Please mail. Pis do not cc but send copies to Suzanne Cunningham, Jerry Juday, Mark Davis, Dana, and Julie Anderson. Thanks." Weight is 5. Background info. What is being forwarded? 	5
5/22/2019@2:29pm	Email	From: Tomas Boutin Sent: Wednesday, May 22, 2019 2:29 PM To: Julie Anderson Subject: FW Attachments: The Honorable Zack Fields.docx	<ul style="list-style-type: none"> From Boutin to Anderson: "Here is the letter to JKT and Fields. Looks like it was mailed on Tuesday. Tom" Weight is 1. Background info. 	1
5/30/2019	Ak Legislators letter to Boutin; from documentcloud.org	Ak Legislature letter to Boutin from Rep. Zack Fields and Rep. Kreiss-Tomkins	<p>https://www.documentcloud.org/documents/6206446-Letter-to-Mr-Boutin-From-Reps-Fields-Kreiss.html Letter to Boutin requesting 2nd effort to answer questions regarding Penney Waiver Request and requests answers in context of 3 AAC 109.490(b). Important because its focused on the Waiver Request's citation of a non-applicable regulation.</p> <p>The Waiver Request's regulatory Authority citation is not an AIDEA regulation; it is an Alaska Energy Authority regulation and only applies to procurements made by AEA on behalf of AEA Grantees, which is not the circumstance of the Penney Waiver Request approval.</p> <p>Because there is no citation of AIDEA authority to conduct the single source procurement, it can be argued that the Waiver Request is effectively nullified.</p>	5

<i>Date/time</i>	<i>Document Name/Type</i>	<i>Document Content</i>	<i>Comment/Location of document</i>	<i>Weight 1-10</i>
			<p>Weight is 5 because legislators are citing the regulatory authority in the approved Waiver Request, which was a wrong regulatory citation on AIDEA's part; and for the citation against corruption.</p>	
6/6/2019	Letter from Boutin to legislators; from documentcloud.org	Boutin's response to the 5/30/20 letter to him from Legislators	<p>https://www.documentcloud.org/documents/6206546-AIDEA-Response-to-5-30-19-Letter-JKT-Fields.html Lengthy letter by Boutin in response to Legislators letter of 5/30/2019 regarding the Waiver Request's citation of regulatory authority.</p> <p>Boutin acknowledges that the citation in the Legislator's letter is actually for the Alaska Energy Authority, and makes several statements about why that citation is not applicable to the Penney Waiver Request, including this: "Chapter 109 of Title 3 of the Alaska Administrative Code has no possible application to this contract."</p> <p>The trouble is that Boutin cites the correct AIDEA regulations (3 AAC 100.490(a)(5)) in responding to the Legislator's letter <u>but doesn't mention</u> that this citation was <u>not</u> the one used in the approved Waiver Request he signed.</p> <p>The citation that was actually used in the Penney Waiver Request <u>was in reality 3 AAC 109, the AEA regulation</u>. He artfully dodges the fact that the actual citation used on the actual Waiver Request is the one for the AEA regulations.</p> <p>This dodge does not settle the requirement to cite an applicable regulation that was being waived for the purposes of this procurement. Instead, the failure to cite an applicable regulation that was being waived raises the legal question of whether the Penney Waiver Request was ever legally sufficient to allow AIDEA to use it to waive competitive bidding processes.</p> <p>In reality, the Waiver Request waived nothing. The Penney Waiver Request cites a regulation to be waived <u>that never applied to AIDEA, by their own admission</u>.</p>	10

<i>Date/time</i>	<i>Document Name/Type</i>	<i>Document Content</i>	<i>Comment/Location of document</i>	<i>Weight 1-10</i>
			<p>The Penny Waiver Request technically <u>does not waive any regulation pertaining to AIDEA, nor its obligation to use competitive processes in AIDEA procurements.</u></p> <p>Boutin also states that there was no solicitation of other possible competitors and that rather than solicit potential competitors he relied on his personal knowledge of the field and his personal unsupported speculation that the contract would surely be unattractive to any known Alaska businesses in this field.</p> <p>His presumption is that the contract would surely be unattractive to any known Alaska businesses in this field because they would certainly need to drop their private sector work in order to “commit to serve the State’s best interests”.</p> <p>No such requirement exists in the Penney waiver justification, nor has any such justification been offered or examined either verbally or in writing until this letter.</p> <p>His other justifications and requirements are equally unsupported; delay is not an issue, as Commissioner Anderson said her expectation was that the initial contract would be short term, allowing time for a longer process to take place.</p> <p>Boutin’s concern that there were no “contacts who are both willing and immediately available to do this work” could also have been resolved by following Anderson’s suggested sequence for establishing a follow-on contract.</p> <p>The Waiver Request mentions delay as the only impact if the Waiver is not approved; the potential for, and impact of delay is not supported at all.</p> <p>Nor does Boutin explain how he knew that Penney’s firm was available at that time; nor how he knew that only Penney had the needed experience to take on this work; nor how he knew that Penney Capital Inc. wouldn’t be subject to the same need to drop private sector work in order to “commit to serve the State’s best</p>	

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<p>interests". This is particularly troubling because other documentation indicates that Penney was writing the work scope requirements for this contract, not the AIDEA.</p> <p>Further, Boutin did not offer any corroboration that somehow Penney had clients (or maybe no clients at all) that were already <u>solely</u> in the public sector.</p> <p>If there was an undocumented requirement that a competing business would have to disengage from representing private sector clients in order to serve the state's best interests, it follows that Penney must uniquely have had only "public sector clients" (or no clients at all) to have the needed experience to take on this work under Boutin's criteria. No evidence of Penney's client base exists in support of this Waiver Request.</p> <p>This lack of documentation of Penney's experience and qualifications is especially concerning given that Penney Capital Inc. was only created a month or less prior to entering into the 1st negotiations for this contract.</p> <p>The negotiated contract with Penney existed at least in draft format no later than March 1, 2019, when Penney transmitted his version of the draft to DCCED Assistant Commissioner Shawn Williams, <u>and by implication the contract negotiation was actually underway prior to that date.</u> Penney Capital, Inc. was created in late January of 2019.</p> <p>The evidence (the March 1, 2019 draft contract submitted by Penney) yields the conclusion that the selection of Penney actually was made by DCCED top level departmental executives well before submitting it to AIDEA for a single-source short-term Waiver Request.</p> <p>The contract had already been significantly negotiated between Penney and DCCED Commissioner Julie Anderson and Assistant Commissioner Shawn Williams long before (as early as March 1, 2019) AIDEA received the RSA and contract Draft from DCCED.</p>	

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<p>There is no current evidence which indicates that Boutin was engaged in the contract negotiations or procurement decision-making at the time the Commissioner and Assistant Commissioner of DCCED were conducting negotiations with Penney during the period prior to March 1, 2019 and leading up to March 7, 2019.</p> <p>In fact, in this letter, Boutin states that the determination that there were no other reasonable sources available was made by AIDEA's procurement officer. However, AIDEA's procurement officer could not have been involved in selection of Penney Capital, as the Penney firm had already begun negotiations with DCCED prior to March 1, 2019 and AIDEA's procurement officer wasn't made aware of the existence of the negotiations until March 7, 2019 or later.</p> <p>The evidence, timelines, and course of events strongly suggest a collusive effort by both the DCCED Commissioner and Assistant Commissioner and at least AIDEA Executive Director Boutin to improperly contract with Penney Capital Inc. for professional services in support of one of Governor Dunleavy's closely held economic development initiatives.</p> <p>"Why" is still an open question and is colored by Clark Penney's grandfather's substantial (\$350,000) monetary contributions to advance Dunleavy's election campaign.</p> <p>Weight is 10 for Boutin's admission that he substituted his personal knowledge of the universe of potential contractors as the sole basis for AIDEA's (his) failure to even try to solicit competitive bids. Boutin's Waiver Request determination came nearly 2 weeks after evidence indicates that DCCED Commissioner Julie Anderson and DCCED Assistant Commissioner Shawn Williams had personally negotiated significant portions (or all) of the Penney contract.</p>	
6/7/2019@9:37pm	Email	Email Text From: Tomas Boutin [mailto:TBoutin@aidea.org]	<ul style="list-style-type: none"> From Boutin to Pruhs" "Good morning, It's been too long since I gave you an update. Possibly this 	5

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		<p>Sent: Friday, June 7, 2019 9:37AM</p> <p>To: Dana Pruhs <>; Anderson, Julie B (CED) ; Sande, Julie A (HSS) ; Samorajski, Greg S (DOR) ; Albert Fogle ; Bernie Karl <>; Bill Kendig <></p> <p>Subject: update</p>	<p>attachment (second attachment above) of our weekly report that Sherrie will submit to the Department later today can serve as an update of sorts, and I will augment it here with details that would not work well for the weekly report purpose. The weekly AIDEA report is different than what we have submitted each week up to now. I took advantage of Karsten going on annual leave and said I would do the report for the first time. A number of us here were unhappy with our weekly submissions in that everyone works quite hard but our submissions have merely said we continued to work on this and that, and we attended various meetings, monitored one thing or another, etc. I had wanted to make the report something that might be genuinely informative to the Governor's office but only now took time to make the needed changes. I sent a draft around and let anyone delete anything they thought we need to hold closer. I have no idea how much of this report will actually make the cut and become part of the Department's weekly report. Karsten still has his luncheon summary and photo in the report so I can hope he is not too unhappy with this different approach.</p> <p>As noted in the weekly report, Commissioner Anderson is helping us with DNR so far as working out terms and potential pricing flexibility (when someone is rigid on price we move to talking terms) for gravel in the NS pad . We will be buying more gravel, for the Nuiqsit Roaa and one day for the Ambler Road so flexibility begun today may continue to help the state years into the future. We came up with 3 alternative ways to pay DNR and Commissioner Anderson is talking to the DNR Commissioner about them.</p> <p>[-----7 lines of redacted text-----] [-----] [-----]</p> <p>The review of our annual dues and subscriptions (#20 of</p>	

<i>Date/time</i>	<i>Document Name/Type</i>	<i>Document Content</i>	<i>Comment/Location of document</i>	<i>Weight 1-10</i>
			<p>our weekly report) was stressful in one quarter or another but over \$50,000 in annual costs were eliminated(!), in most cases for items which had few or even no supporters for continuance. I would be happy to address any part of this weekly report with you if you like. [redacted] until this afternoon, and then [redacted] and also [redacted]</p> <p>The June board meeting agenda so far has nothing controversial. At this moment there is nothing that merits an executive session. However, our negotiations with [redacted] continue to evolve, and I would not be surprised if some sort of discussion merits a closed conversation for business reasons. It will be a full agenda in any event- lots of financings and deals.</p> <p>The AIDEA/ AEA annual picnic is scheduled for the later afternoon and evening of Wednesday, June 19, here in Anchorage at a nearby park. I will send details when I have them, and hope any of you near Anchorage can attend.</p> <p>The first attachment is a letter I sent this week responding to the second letter to me from Representatives Fields and Kreiss-Tomkins. A couple people in the Governor's office had asked that I vet this one through them, and so I wrote this one with that vetting in mind; they had no edits.</p> <p>The third attachment is from the Wall Street Journal, edition of today. [-----] [-----4 lines of redacted text-----] [-----] [-----]</p> <p>Ms. Strassel is always said by the newspaper, Fox News and others to live in Washington, DC, but she actually resides in Wasilla.</p> <p>That is about it for an update. It's a wonderful summer day here. I continue to enjoy this job very much. Have a great</p>	

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<p>day and weekend. Tom”</p> <ul style="list-style-type: none"> Weight is 5. Its 5 only because we don’t know about related attachments. 	
6/7/2019@10:06am	Email	<p>Email Text From: Tom: Samorajski, Greg S (DOR) Sent: Friday, June 7, 2019 10:06 AM To: Tomas Boutin Subject: [External Outside Email) RE: update</p>	<ul style="list-style-type: none"> Samorajski to Boutin “Tom I agree with your letter to the Reps. <u>Certainly, there are others in Alaska who could have provided the services</u> (emphasis added), but I am not aware of anyone who would have been willing to do so at anywhere near the cost of this contract. I fact, I am a little surprised that we were able to acquire the current contractor at the price we are paying. It speaks to the service orientation of the contractor and your sensible work as AIDEA ED. Greg” Weight is 10. Samorajski of the Department of Revenue contradicts Boutin’s assertion that there was only one firm, Penney Capital, that could have done similar work, even while complimenting Boutin on how cheap the work under the Penney Contract’s Fixed Price was. 	10
6/27/2019@2:08pm	Email	<p>Email Text From: Lager, Hannah L (CED) Sent: Thursday, June 27, 2019 2:08PM To: Michele Hope Subject: [External Outside Email] Extension of Penney Capital Contract</p>	<ul style="list-style-type: none"> Lager to Hope: “Hi Michelle, I wanted to reach out and check on the status of the extension of the Penney Capital contract for FY2020. Has the contract been extended yet? If so, what is the FY2020 total? Thank you, Hannah Lager” Weight is 10. Who said it was being extended? 	10
6/27/2019@3:03pm	Email	<p>Email Text From: Michele Hope Sent: To: Thursday, June 27, 2019 3:03 PM Tomas Boutin Cc: Lex Sargento Subject: FW: [External Outside Email] Extension of Penney Capital Contract</p>	<ul style="list-style-type: none"> Hope to Boutin: “Tom Are we going to extend this contract? <u>I was under the impression AIDEA was going to let it expire on 6/30</u> (emphasis added). If we want to extend we will need to get a PR routing and contracts signed by tomorrow, <u>we don't want to let it expire if we want to extend it</u> (emphasis added). Thanks, Michele” Weight is 10. AiDEA thought the contract was going to be allowed to lapse. Panic sets in... 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
6/27/2019@3:28pm	Email	<p>From: Tomas Boutin Sent: Thursday, June 27, 2019 3:28 PM To: Michele Hope Cc: Lex Sargento; Mark Davis Subject: RE: [External Outside Email) Extension of Penney Capital Contract</p>	<ul style="list-style-type: none"> Boutin to Hope: “I would imagine that we are to extend it <u>but it is not my call</u> (emphasis added). I have forwarded the info- as soon as I received it - to the department. I think I received it earlier today or yesterday- cannot remember. <u>It takes longer than this amount of time for the department to take a look at something</u> (emphasis added). I'm afraid that is reality. <u>We will have to manage around this timeframe</u> (emphasis added). <p><u>If we do extend it</u> (emphasis added), as I think we will need to do, <u>we should look at rewriting the documents in any way that might improve them for our purpose</u> (emphasis added). Mark Davis is the right person to review what you come up with for that. <u>The sole source documentation in particular, and potentially the contract can be rewritten in any way we see fit</u> (emphasis added). That is the boilerplate language can be rewritten. We could not rewrite the remuneration or something like that of course without both a reason and talking with the department and the contractor, but there is no reason to rewrite the terms in that respect.</p> <p>Honestly, we needed more lead time for this decision given that the department is involved. We had the commissioner here most of yesterday of course, and we could have taken her aside and asked her anything we might of needed by the way, but I don't think I was on top of this at that time. Thanks.</p> <p>Tom”</p> <ul style="list-style-type: none"> Weight is 10. There's so much to unpack here. 	10
6/27/2019@8:22pm	Email	From: Michele Hope	<ul style="list-style-type: none"> From Hope to Lager: “Hannah 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		Sent: via the Samsung Galaxy S I Q.,-. an AT&T 5G Evolution capable smartphone To: Hannah Lager	We have not extended the contract yet. We are working on it internally. Thanks, Michele” • Weight is 10. The Contract extension is in panic mode.	
6/27/2019@8:35pm	Email	From: Lager, Hannah L (CED) [mailto:hannah.lager@alaska.gov] Sent: Thursday, June 27, 2019 8:35 PM To: Michele Hope <mhope@aidea.org> Subject: [External Outside Email] Re: [External Outside Email] Extension of Penney Capital Contract	<ul style="list-style-type: none"> From Lager to Hope “Thanks Michele. Do you anticipate having the extension completed so that a Notice to Proceed is effective 7/1? The Commissioner wanted to make sure that Clark will be able to continue working next week. Thanks! Hannah” Weight is 10. Nothing like a little pressure from Mt. Olympus. 	10
6/27/2019@9:39pm	Email	From: Michele Hope Sent: Thursday, June 27, 2019 9:39 PM To: Lager, Hannah L (CED) Cc: Lex Sargento; Mark Davis Subject: RE: [External Outside Email] Re: [External Outside Email] Extension of Penney Capital Contract	<ul style="list-style-type: none"> From Hope to Lager: “Yes, <u>since funding for this extension will be AIDEA Operating I cannot execute the amendment until Monday</u> (emphasis added). We do not anticipate any interruption in service. Michele” Weight is 10. AIDEA is not only contracting for the Penney contract, now they are also paying for it as an unplanned expense out of their Operating Budget. Someone REALLY wants this contract to go forward even if it costs a third party (AIDEA). Who is the pressure behind this decision to change funding sources and why are they doing it? 	10
6/28/2019@3:08pm	Email	From: Michele Hope Sent: Friday, June 28, 2019 3:08 PM To: 'Clark Penney' Cc: Lex Sargento <asargento@aidea.org>	<ul style="list-style-type: none"> From Hope to Penney “Clark Please review attached Amendment and NTP 1a2. If everything looks okay please return to us for further signatures. 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		<p>Subject: Amd #1 and NTP 1a219048 Economic Development Advisory Services Importance: High</p>	<p>I am going to be out next week so if you could copy Lex he will sign and route for internal signatures. These need to be fully executed Monday if possible. If you do not receive an executed contract on Monday please call Lex, <u>you cannot work without an executed contract and NTP</u> (emphasis added).</p> <p>Lex is our new Chief Procurement Officer, if you have any questions please feel free to give him a call. 907-771-3951.</p> <p>Have a great weekend,</p> <p>Michele”</p> <ul style="list-style-type: none"> Weight is 10. AIDEA is leaping ahead to try to fund the extension of this contract from their own budget before it expires. Why? 	
6/28/2019@3:10	Email	<p>From: Michele Hope Sent: Friday, June 28, 2019 3:10 PM To: Clark Penney Cc: Lex Sargento Subject: RE: Amd #1 and NTP 1a219048 Economic Development Advisory Services</p>	<ul style="list-style-type: none"> From Hope to Penney: “I forgot to ask for updated auto insurance. The certificate we have expired 5/2019. Can you please send this to Lex as well for our contract file? Thanks Michele” Weight is 10. More last second extension details? Why the panic? 	10
6/28/2019@ 4:26pm	Email	<p>Email Text From: Karsten Rodvik Sent: June 28@4:26pm To: Alex Demarban Subject: [External Outside Email] Thanks ... Clark Penney contract and related questions</p>	<ul style="list-style-type: none"> The black questions are from an email sent to Karsten Rodvik by Alex Demarban 6/26/2019@11:45am. <p>The red responses are from this Karsten Rodvik email dated June 28@4:26pm.</p> <p>Demarban’s questions are below; Karsten’s responses to the questions are in red.</p> <ul style="list-style-type: none"> Demarban to Rodvik: Hi Karsten, As I understand, the initial term of the contract 	7

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<p>is set to end June 30 at the end of the fiscal year, with the possibility of three, one-year extensions. Terms can be renegotiated. Will the contract be extended? Yes.</p> <p>When will that decision be made? It will be finalized on Monday.</p> <p>Will that decision be made publicly? No, there will not be a public announcement; however, documents related to the amendment are public documents.</p> <p>Who will make that decision? The Executive Director would need to sign appropriate paperwork.</p> <p>If it has already been extended, please provide the reason for doing so.</p> <p>If already extended, please send the amended paperwork with terms and approval date. As previously mentioned, Sherrie is handling the items below as an official public records request:</p> <p>Things I'm looking for: The contract.</p> <p>The waiver request for alternative procurement methods Also looking to receive: The contract requires monthly reports from Mr. Penney, among other duties. There appear to be two types of monthly reports. Please email as soon as possible the monthly reports Mr. Penney has submitted under the contract (which calls for reports on his encouraging Alaska economic development) , as well as his monthly reports on finance solutions (private sector funding opportunities and connections with investors).</p> <p>Also, please email invoices he has submitted. Those must</p>	

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<p>be submitted within 45 days, so there should be two sets of invoices already provided, since the contract began March 19.</p> <p>I'm looking for the current, total pay Mr. Penney has received so far under the contract.</p> <p>Finally, do you have details about the New Industry Development Team? I wonder who is on the team, what positions they hold on the team, and when it has met, and who it has met with.</p> <p>As I mentioned yesterday, DCCED Commissioner's Office is your source for info on this.</p> <p>Thanks, Alex DeMarban Reporter Anchorage Daily News”</p> <ul style="list-style-type: none"> Weight is 7. Demarban is asking a lot of good questions, but Rodvik is deflecting. Why? 	
6/30/2019@midnight	Contract	Contract 19048 with Penney Capital, Inc. ended, per Article 3: Period of Performance.	<ul style="list-style-type: none"> The Penney Capital Contract ended on 6/30/2019 without timely exercise of extension options. Michele Hope, Sr. Contracting Officer with AIDEA recognizes, in her email of June 27@3:03 to Tomas Boutin Exec Director of AIDEA, that the contract will expire over the weekend and therefore they must process and sign the contract by “tomorrow”, which is Friday June 28, 2019. By waiting until Monday, July 1, 2019, the contract will have expired. Per Michelle Hope, in an email dated June 27, 2019@9:39pm, due to a change in the funding source of the contract from the Commerce RSA to the AIDEA Operating Budget for FY 2020, an extension could not be signed until Monday, July 1, 2019. The contract extension was not processed and signed until Monday, July 1, 2019 and had therefore expired. Weight is 10. This contract is a dead duck. But everyone is pretending it’s not dead. Business as usual and maybe no one will notice. 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
7/1/2019	Contract	Contract 19048 was improperly resumed. Contract had ended on 6/30/2019 at midnight. Any work after midnight on 6/30/2019 is not under contract. The contract is currently void pending a new procurement process.	<ul style="list-style-type: none"> • Authorizing signatures on NTP for 2019-2020 services were affixed to a subordinated Notice to Proceed (NTP), signed on 7/1/2019, AFTER the Professional Services Agreement had ended. • The NTP-stated Contract Expiration Date of 9/30/2019 only covers the 90-day invoicing period following the end of the contract term IF the contract is NOT a fixed price contract. This contract IS a fixed price contract, so the 90-day period to receive invoices after the NTP ending date is not in effect. • In accord with the language of the Professional Services Agreement, the Professional Services Agreement prevails over the Notice to Proceed (NTP). The Professional Services Agreement states that “The Period of Performance under this Agreement shall end June 30, 2019 with the option for 3 additional one-year extensions.” The extension was not signed and fully executed until July 1, 2019. • Weight is 10. The contract is dead, but someone might try to resurrect it by deflecting (wrongly) to this clause to pretend it is not dead. Wrong... the contract is dead. 	10
7/1/2019@10:10am	Email	<p>Email Text</p> <p>From: Alex Demarban Sent: Monday, July 1, 2019 10:10 AM</p> <p>To: Karsten Rodvik Subject: [External Outside Email] A few Clark Penney contract questions for AIDEA, thanks</p>	<ul style="list-style-type: none"> • Demarban to Rodvik: Thanks, Karsten, One question in my email I wanted to make sure was not overlooked was: Why is the Penney contract being extended? <p>Is there an analysis of his performance I can see or be informed about? Or is this a step that has been expected all along? How has he met performance criteria?</p> <p>Also important to know if I were to write anything today about the contract extension is: Why was a sole source, no-bid contract, (a secret contract, made without public knowledge) the path AIDEA chose to take?</p> <p>Was the contract awarded at the request of the Dunleavy</p>	5

<i>Date/time</i>	<i>Document Name/Type</i>	<i>Document Content</i>	<i>Comment/Location of document</i>	<i>Weight 1-10</i>
			<p>administration?</p> <p>How were the large donations from Bob Penney supporting Dunleavy's campaign a factor in the decision (to award a large contract that only became public knowledge after documents were leaked to the Landmine)?</p> <p>Why is Clark Penney allowed to keep his current job (creating a situation where it appears he's moonlighting at a large sum on an important Alaska topic)?</p> <p>I'll send a separate email requesting additional public records. Thanks,"</p> <ul style="list-style-type: none"> • Weight is 5. Some good questions are asked. Final weight and commentary will be dependent on the answers supplied by Rodvik 	
7/1/2019@11:01pm	Email	<p>From: Michele Hope</p> <p>Sent: Monday, July 1, 2019 11:01 PM</p> <p>To: Lex Sargento; Lois A. Lemus</p> <p>Subject: Fwd: [External Outside Email] Re: Amd #1 and NTP 1 a219048 Economic Development Advisory Services</p> <p>Attachments: Penney Auto Coverage.pdf; A TT00001.htm</p>	<ul style="list-style-type: none"> • From Hope to Sargento, Lemus <p>(no text with this email, only an attachment)</p> <ul style="list-style-type: none"> • Weight is 0. Background information 	0
7/1/2019@1:53pm	Email	<p>From: Clark Penney Date: 7/1/19 1:53 PM (GMT-09:00)</p>	<ul style="list-style-type: none"> • From Penney to Hope: "Here you go!" 	10

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		<p>To: Michele Hope <mhope@aidea.org> Subject: [External Outside Email] Re: Amd # 1 and NTP 1 a219048 Economic Development Advisory Services</p>	<ul style="list-style-type: none"> Weight is 10. Penney's transmission of the signed contract extension documents on 7/1/2019@1:53pm means that the contract extension was not completed until later in the day. <p>This is evidence that the contract extension was not completed prior to midnight on 6/30/2019, and therefore the contract had already legally expired.</p> <p>The only way for AIDEA to resume working with Penny Capital, Inc. on the work of the New Industry Development Team is to start over and re-justify another new single source Waiver request (or, OMG, a competitive procurement process).</p> <p>Penney Capital, Inc. is no longer authorized to provide contract services to AIDEA, period. This was a potential that was recognized by Michele Hope, AIDEA's Interim Chief Procurement Officer in her 6/27/19@3:03 email to Boutin.</p>	
7/1/2019@4:31pm	Email	<p>Email Text From: Karsten Rodvik Sent: Monday, July 1, 2019 4:31 PM To: 'Alex Demarban' Subject: RE: [External Outside Email] A few Clark Penney contract questions for AIDEA, thanks</p>	<ul style="list-style-type: none"> Rodvik to Demarban: "Alex, Once again Sherrie is handling the public records request. I' m working your questions, but likely won't be able to get back to you until tomorrow. Karsten" Weight is 1. Background information. 	1
7/2/2019@8:48am	Email	<p>Email Text From: Sent: To: Cc: Subject: Attachments: Importance: Sherrie M. Siverson Tuesday, July 2, 2019 8:48 AM Tomas Boutin; Mark Davis; Karsten Rodvik Jerry Juday Response to Alex DeMarban 6-26 PRR for Clark Penney documents 070219</p>	<ul style="list-style-type: none"> Siverson to Boutin, Davis, Rodvik: "Attached is my response to Alex DeMarban's 6-26- 19 request for records. I will provide him with the documents we already gave to Nat Herz. His second request 7-1-19 was for "emails, texts, recordings prior to 3/1/19 and after 3/19." I will respond to the second request after IT. has finished searching emails. Thank you." Weight is 1. Background information. 	1

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		Response to Alex DeMarban 6-26 PRR.pdf High		
7/2/2019@1:36pm	Email	<p>From: Karsten Rodvik Sent: Tuesday, July 2, 2019 1:36PM To: Alex Demarban <alex@adn.com> Subject: Response to your Qs</p>	<ul style="list-style-type: none"> From Rodvik to Demarban: “Alex, Here are my answers to your questions: Why is the Penney contract being extended? <i>To provide continuity of service by Penney Capital, Inc. under terms of the contract.</i> <p>Is there an analysis of his performance I can see or be informed about? Or is this a step that has been expected all along? How has he met performance criteria? <i>Penney Capital, Inc. is meeting the requirements set forth in the contract. Please note that the agreement may be terminated by either party with 10 days written notice.</i></p> <p>Also important to know if I were to write anything today about the contract extension is: Why was a sole-source, no-bid contract, (a secret contract, made without public knowledge) the path AIDEA chose to take? <i>Documents related to this contract are public. The contractor's background in finance and economics along with his network of investors represented a valuable and ready resource to Governor Dunleavy's recently established new industry development team. It was important to get moving without delay.</i></p> <p>Was the contract awarded at the request of the Dunleavy administration? <i>The contract was executed at the request of the Executive Director.</i></p> <p>How were the large donations from Bob Penney supporting Dunleavy's campaign a factor in the decision (to award a large contract that only became public</p>	

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<p>knowledge after documents were leaked to the Landmine)? <i>It is my understanding there is no connection between any election campaign and this Penney Capital, Inc. contract.</i></p> <p>Why is Clark Penney allowed to keep his current job (creating a situation where it appears he's moonlighting at a large sum on an important Alaska topic)? <i>Penney Capital, Inc. is an independent contractor performing services under terms of the contract. It is common for independent contractors to have additional clients."</i></p> <p>Weight is 1. Background information. Public Information Officer's (PIO's) dodgy response to press questions.</p>	
7/2/2019@4:13pm	Email	<p>From: Sherrie Siverson Email Text Sent: Tuesday, July 2, 2019 4:13 PM To: 'alex@adn.com' Cc: Karsten Rodvik Subject: AIDEA Response to your June 26, 2019 Public Records Request</p>	<ul style="list-style-type: none"> • Siverson to Demarban" "Alex, attached are PDF's of the following documents responsive to your June 26, 2019 request for public records. <ul style="list-style-type: none"> • 19058 Economic Development Advisory Services Executed Contract/Professional Services Agreement • Waiver Request for Alternate Procurement Methods • Month End Reports: March 2019; April 2019; May 2019 • Contract 19048 Invoices: April 1, 2019; May 1, 2019; June 1, 2019 Thank you. Sherrie" • Weight is 1. Background information. 	1
7/2/2019@4:17pm	Email	<p>Email Text From: From: Sherrie M . Siverson Sent:: Tuesday, July 2, 2019 4:17PM To:Tomas Boutin; Mark Davis; Jerry Juday Cc:Lex Sargento; Michele Hope; Yulia Ellsworth; Karsten Rodvik Subject: Attachments AIDEA Response to your June 26, 2019 Public Records Request 19048</p>	<ul style="list-style-type: none"> • Siverson to Boutin, Davis, Juday "See the text of the July 2, 2019@4:13pm and July 2 2019@8:48am" • Weight is 7. (Those texts were attached to this email from Siverson) 	7

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		Economic Development Advisory Services Executed Contract.pdf; Waiver Request Executed.pdf; 040119 Month End Report March 2019.pdf; 050119 Month End Report April 2019.pdf; 060119 Month End Report May 2019.pdf; 04-01 -19 Invoice Contract.pdf; 05-01 -19 Invoice Contract19048.pdf; 06-01-19 Invoice Contract 19048.pdf; 070219 Response to Alex DeMarban 6-26 PRR.pdf		
7/2/2019@5:38pm	Email	From: Karsten Rodvik <krodvik@aidea.org> Date: 7/2/19 5:38PM (GMT-09:00) To: Lex Sargento <asargento@aidea.org>, Michele Hope <mhope@aidea.org>, Brenda Applegate <baplegate@aidea.org> Subject: FW: Response to your Qs	<ul style="list-style-type: none"> From Rodvik to Sargento et al "FYI. This is the most recent I sent to ADN in response to Qs regarding Clark Penney. Tom approved these answers Mark and I put together. Karsten" Weight is 1. Background information. (This email also transmitted the email dated 7/2/2019@1:36pm) 	1
7/3/2019@12:31am	Email	From: Michele Hope Sent: Wednesday, July 3, 2019 12:31 AM To: Karsten Rodvik; Lex Sargento; Brenda Applegate Subject: Re: Response to your Qs	<ul style="list-style-type: none"> From Rodvik to Hope, Sargento, Applegate: "Thank you Karsten. M" Weight is 1. Background information. 	1
7/3/2019@2:46pm	Email	Email Text From: Reid Harris <Reid.Harris@akleg.gov> Sent:	<ul style="list-style-type: none"> Harris to Boutin: "Hello Mr. Boutin, Thank you for your June 6, 2019 response to the letter 	5

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		<p>Wednesday, July 3, 2019 2:46 PM To: Tomas Boutin c.c. (redacted), Rep. Zack Fields Subject: [External Outside Email] AIDEA procurement, follow up questions</p>	<p>Reps. Kreiss-Tomkins and Fields sent you on May 30, 2019. appreciate you referencing the proper AIDEA procurement codes from non-competitive procurement, 3 AAC 100.490(a)(5).</p> <p>a. A procurement officer may contract for supplies, services, professional services, or construction without the use of competitive source selection</p> <p>(5) for a contract where the chief procurement officer determines that award of a contract by competitive sealed bidding, competitive sealed proposals, or small procurement procedures is not practicable, and that award to a single source is in the authority's best interests as no other reasonable source of the supplies or services is available that could meet the authority's requirements and schedule; the authority may advertise its intent to make a single source award to determine if a single source award is appropriate.</p> <p>(e) The procurement file must include a copy of the determinations for procurements made under (a)(3), (4), and (5) of this section.</p> <p>Reps. Kreiss-Tomkins and Fields have questions regarding the non-competitive contract award to Penney Capital. Could you please inform our offices on the below:</p> <p>Did AIDEA</p> <ul style="list-style-type: none"> • Advertise its intent to make a single source award as under (a)(S)? • Provide a copy for the determination of a procurement under section (a)(S) as is mandated by subsection (e)? <p>Thank you for your attention in the matter, I hope you have an enjoyable holiday weekend.</p>	

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<p>Regards, Reid Harris”</p> <ul style="list-style-type: none"> Weight is 5. Background information. Depends on answers. 	
7/5/2019@1:57pm	Email	<p>Email Text From: Alex Demarban Sent: Friday, July 5, 2019 1:57 PM To: Karsten Rodvik Subject: [External Outside Email] Clark Penney</p>	<ul style="list-style-type: none"> Demarban to Rodvik: “What steps were taken by AIDEA that identified Clark Penney as the only person who could "immediately" fulfill this contract? <i>The Executive Director coordinated with the Department of Commerce to identify the appropriate contractor. How did Mr. Penney know this opportunity was available? He learned of the opportunity when it was presented to him.</i> <p>What other firms or individuals were contacted for this work, leading AIDEA to conclude no one else was immediately available to do it? <i>Under the procurement process as stated in the documents that have already been provided, <u>AIDEA never made a finding that no one else was available in the required timeframe</u> (emphasis added).</i></p> <p>Alex DeMarban Reporter Anchorage Daily News”</p> <ul style="list-style-type: none"> Weight is 5. Background information. Ultimate weight Depends on answers 	5
7/9/2019@12:42pm	Email	<p>Email Text From: Karsten Rodvik Sent: To: Tuesday, July 9, 2019 12:42 PM Tomas Boutin Subject: FW: [External Outside Email] A few Clark Penney contract questions for AIDEA, thanks</p>	<ul style="list-style-type: none"> Rodvik to Boutin <p>This email transmits emails from: July 1, 2019@4:31pm July 1, 2019@10:10am</p> <ul style="list-style-type: none"> Weight is 1. Background information. 	1
7/9/2019@12:44pm	Email	<p>Email Text From: Karsten Rodvik</p>	<ul style="list-style-type: none"> Rodvik to Boutin Tom, 	1

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		<p>Sent: Tuesday, July 9, 2019 12:44 PM</p> <p>To: Tomas Boutin Subject: FW: AIDEA Response to your June 26, 2019 Public Records Request Attachments: 19048 Economic Development Advisory Services Executed Contract.pdf; Waiver Request Executed.pdf; 040119 Month End Report March 2019.pdf; 050119 Month End Report April 2019.pdf; 060119 Month End Report May 2019.pdf; 04-01 -19 Invoice Contract.pdf; 05-01 -19 Invoice Contract1 9048.pdf; 06-01 -19 Invoice Contract 19048.pdf; 070219 Response to Alex DeMarban 6-26 PRR.pdf</p>	<p>“this is the Public Records Request response. Karsten”</p> <p>These email records are referenced: July 2, 2019@4:13pm</p> <ul style="list-style-type: none"> Weight is 1. Background information. 	
7/9/2019@4:28pm	Email	<p>Email Text</p> <p>From: Anderson, Julie B (CED)</p> <p>Sent: Tuesday, July 9, 2019 4:28 PM</p> <p>To: Springsteen, John C (CEO) ; Matthew T Fagnani (CEO) (matthew.fagnani@alaska.gov) ; Williams, Shawn D (CEO) ; Amy L Demboski (CEO) (amy.demboski@alaska.gov) ; Samorajski, Greg S (DOR) ; Wittmer, Brent R (DOA) ; Nakazawa, Tony T (CEO) ; San Juan, Nelson A (DOL) ; Clark Penney ()</p> <p>Cc: Morgan, Deborah M (CEO) ; Hoskinson, Glenn A (CEO) ; Fowler, Micaela R (GOV)</p>	<ul style="list-style-type: none"> Anderson to (a bunch of recipients in different departments): <p>“Good afternoon, The Department provided input to an ADN reporter regarding the purpose and staffing of the New Industry Development Team. Please make sure to pass on any press inquiries that you may receive on this subject to Glenn as our PIO, and she will coordinate responses with myself and John Springsteen. John did a great job on the KTUU Amazon Prime interview last week and he will be acting in the capacity of the NIDT spokesperson when required.</p> <p>Thank you, Julie Anderson”</p> <ul style="list-style-type: none"> Weight is 1. Background information. 	1

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		Subject: Media Contacts		
7/9/2019@4:42pm		Email text From: From: Anderson, Julie B (CEO) Anderson, Julie B (CEO) Sent: Tuesday, July 9, 2019 4:42 PM To: Tomas Boutin Subject:[External Outside Email] FW: Media Contacts	Anderson to Boutin: "FYI" Weight is 1. Background information. (This email transmitted the 7/9/2019@4:29 email text)	1
7/9/2019@5:52pm	Email	Email Text From: Karsten Rodvik Sent: Tuesday, July 9, 2019 5:52 PM To: Alex Demarban Subject: RE: [External Outside Email] Clark Penney	<ul style="list-style-type: none"> Rodvik to Demarban "Alex, Please see answers below. Karsten" Weight is 1. Background information. (This email transmits the email from July 5, 2019@1:57pm) 	1
7/11/2019@10:55am	Email	Email Text From: Alex Demarban Sent: Thursday, July 11, 2019 10:55 AM To: Karsten Rodvik Subject: [External Outside Email] haven't heard back from you on these follow-up questions ...	<ul style="list-style-type: none"> Demarban to Rodvik "Will Boutin talk to me about this? <i>Tom is not available.</i> <p>Who at DCCED did AIDEA speak with to identify the contractor? <i>The appropriate economic development personnel</i></p> <p>Also, why was Penney paid for a full month of March when the contract didn't start until March 20? It appears maybe he was working before March 20 on contract-related items. He mentions working at CERA week, which lasted March 11 to March 15. <i>Given the fact that time was of the essence, the contractor began work prior to the contract being executed. He did so, however, at his own risk knowing that he would not be paid if a contract was not executed. It is our standard practice to inform contractors of this risk.</i></p> <p>Thanks,</p>	5

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
			<p>Alex DeMarban Reporter Anchorage Daily News”</p> <ul style="list-style-type: none"> Weight is 5. Sorry, Penney can’t do work retroactively, even at his own risk. If AIDEA knowingly agrees to allow work to proceed without the benefit of a fully executed contract, they assume an unknown degree of potential liabilities because there are no terms and conditions in effect. <p>It’s a silly example but it’s not much different if you have a neighborhood kid wash the windows on your house and he falls off the ladder and breaks his leg. You end up paying for a broken leg and maybe pain and suffering.</p> <p>That’s why professional window washers carry insurance that protects their customers against unforeseeable liabilities such as falling off a ladder. It’s also why you sign a cost proposal before they wash your windows. That proposal is also a contract that has terms and conditions about how accidents are handled and the amount and kinds of insurance that are in force and effect.</p>	
7/11/2019@1:50pm	Email	<p>Email Text From: Alex Demarban Sent: Thursday, July 11, 2019 1:50PM To: Karsten Rodvik Subject: [External Outside Email] one other question ...</p>	<ul style="list-style-type: none"> Demarban to Rodvik “Why was the Clark Penney contract awarded without public knowledge, and therefore in secret as far as the public is concerned? <p>Alex DeMarban Reporter Anchorage Daily News “</p> <ul style="list-style-type: none"> Weight is 1. Background information. 	1
7/11/2019@4:59pm	Email	<p>Email Text From: Karsten Rodvik Sent: Thursday, July 11, 2019 4:59 PM</p>	<ul style="list-style-type: none"> Rodvik to Demarban: “Alex, please see answer below. Karsten 	4

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		<p>To: 'Alex Demarban' Subject: RE: [External Outside Email] one other question ...</p>	<p>This email transmits the response to the email of 7/11/2019@1:50pm (see text answer below)</p> <p>“Rodvik to Demarban: Why was the Clark Penney contract awarded without public knowledge, and therefore in secret as far as the public is concerned? <i>It is a standard single source contract that is a public document that has been provided to everyone who has requested it.</i>”</p> <ul style="list-style-type: none"> • Weight is 4. Background information. It’s a ridiculous answer. How would anyone know to request a copy if they didn’t know the contract exists? And it is NOT standard single source contract. Not by any stretch. 	
7/11/2019@5:07pm	Email	<p>Email Text From: Karsten Rodvik Sent: Thursday, July 11 , 2019 5:07 PM To: Tomas Boutin; Mark Davis Cc: Lex Sargento; Michele Hope; Brenda Applegate Subject: FW: [External Outside Email] Clark Penney ...</p>	<ul style="list-style-type: none"> • Rodvik to Boutin, Davis “FYI. Karsten” • Weight is 1. Background information. <p>This email transmits emails from July 9, 2019@5:52pm</p>	1
7/11/2019@5:10pm	Email	<p>Email Text From: Karsten Rodvik Sent: Thursday, July 11, 2019 5:10PM To: Tomas Boutin; Mark Davis c.c.: Michele Hope; Brenda Applegate; Lex Sargento Subject: FW: [External Outside Email) one other question ...</p>	<ul style="list-style-type: none"> • Rodvik to Boutin, Davis “FYI. KPR” • Weight is 1. Background information. <p>This email transmits emails from 7/11/2019@4:59pm 7/11/2019@1:50pm</p>	1
7/15/2019@2:00pm	Email	<p>From: Sherrie M. Siverson <SSiverson@aidea.org></p>	<ul style="list-style-type: none"> • From Siverson to Sargento et al” 	7

Date/time	Document Name/Type	Document Content	Comment/Location of document	Weight 1-10
		<p>Sent: Monday, July 15, 2019 2:00PM To: Lex Sargento <asargento@aidea.org>; Michele Hope <mhope@aidea.org> Cc: Mark Davis <MDavis@aidea.org>; Tomas Boutin <TBoutin@aidea.org> Subject: Looking for contract extension</p>	<p>“Clark Penney stopped by and asked about the status of this. Does anyone know who has the document? Thank you.”</p> <ul style="list-style-type: none"> • Penney still doesn't have the contract extension? Why not? Is someone holding it back? If yes, who? • Weight is 7. This might be important and might not. 	
7/15/2019@2:23pm	Email	<p>From: Michele Hope</p> <p>Sent: Monday, July 15, 2019 2:23 PM To: Sherrie M. Siverson; Lex Sargento Cc: Mark Davis; Tomas Boutin Subject: RE: Looking for contract extension</p>	<ul style="list-style-type: none"> • Hope to Siverson, Sargento: “I believe accounting is waiting for funding questions to be answered, and I need update of whether there are any changes to scope for this year. Thanks, M” • So AIDEA still doesn't have the Operating Budget funding worked out? Why is that? Is this a contract that was not officially funded at the time it was extended? Sounds like a violation of funding regulations may be at the core. There may be another story here. • Weight is 8. Needs to be investigated 	8