

# Trust

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## Alaska Mental Health Trust Authority

### REQUEST FOR PROPOSALS I/DD MINI GRANT PROGRAM ADMINISTRATION RFP 20-001M

ISSUED APRIL 1, 2020

ADMINISTER MINI GRANT PROGRAM FOR TRUST BENEFICIARIES THAT  
EXPERIENCE INTELLECTUAL AND/OR DEVELOPMENTAL DISABILITIES

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ISSUED BY:

DEPARTMENT OF REVENUE  
ALASKA MENTAL HEALTH TRUST AUTHORITY

PRIMARY CONTACT:

VALETTE KELLER  
PROCUREMENT OFFICER  
VALETTE.KELLER@ALASKA.GOV

907.269.6039

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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## **SECTION 1. INTRODUCTION AND INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE RFP**

The Alaska Mental Health Trust Authority (the Trust), is soliciting proposals for qualified entities to administer the mini grant program for Trust beneficiaries that experience intellectual and/or developmental disabilities (I/DD) or who are enrolled in the Early Intervention/Infant Learning Program (EI/ILP).

### **SEC. 1.02 BUDGET**

The Trust estimates a budget of between \$55,000 and \$65,000 dollars for completion of this project. Proposals priced at more than \$65,000 per contract year will be considered non-responsive.

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

### **SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be received no later than 1:30 P.M. prevailing Alaska Time on April 22, 2020. Mailed, hand-delivered, faxed, or oral proposals are not acceptable.

### **SEC. 1.04 PRIOR EXPERIENCE**

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- Five years' experience working with grant or contract administration;
- Fiscal/accounting capacity that includes employees with at least 5 years of accounting experience; and
- No conflict of interest with providers who serve Trust beneficiaries that experience intellectual and/or developmental disabilities or who are enrolled in the EI/ILP.

An offeror's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

### **SEC. 1.05 REQUIRED REVIEW**

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

### **SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS**

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

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

PROCUREMENT OFFICER: **Valette Keller** – PHONE **907.269.6039** - FAX **907.269.7966**

## **SEC. 1.07 RETURN INSTRUCTIONS**

If submitting a proposal via email, submit the technical proposal and cost proposal documents as separate PDF documents to [deborah.delong@alaska.gov](mailto:deborah.delong@alaska.gov) as clearly labeled attachments. The email must contain the RFP number and title in the subject line.

If the email containing the proposal exceeds the maximum size of 20 megabytes, the proposal may be submitted as separate, clearly-labeled PDF documents to [deborah.delong@alaska.gov](mailto:deborah.delong@alaska.gov) through Alaska ZendTo: <https://drop.state.ak.us/>. Offerors must include the RFP number and title in the ZendTo note.

It is the offeror's responsibility to contact the issuing agency at 907-269-0309 to confirm that the proposal has been received. The Trust is not responsible for unreadable, corrupt, or missing attachments.

Proposals may not be submitted as hard copy via mail or hand-delivery. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

## **SEC. 1.08 PROPOSAL CONTENTS**

The following information must be included in all proposals.

### **(a) AUTHORIZED SIGNATURE**

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

### **(b) OFFEROR'S CERTIFICATION**

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

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

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

**(c) VENDOR TAX ID**

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

**(d) CONFLICT OF INTEREST**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Revenue reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

**(e) FEDERAL REQUIREMENTS**

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

**SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY**

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

**SEC. 1.10 AMENDMENTS TO PROPOSALS**

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

**SEC. 1.11 AMENDMENTS TO THE RFP**

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

**SEC. 1.12 RFP SCHEDULE**

The RFP schedule set out herein represents the Trust's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP March 31, 2020,
- Pre-proposal conference on April 7, 2020,
- Deadline for Receipt of Proposals April 22, 2020,



- Proposal Evaluation Committee complete evaluation by April 28, 2020,
- Trust issues Notice of Intent to Award a Contract April 29, 2020,
- Trust issues contract May 11, 2020,
- Contract start July 1, 2020.

This RFP does not, by itself, obligate the Trust. The Trust's obligation will commence when the contract is approved by the Trust. Upon written notice to the contractor, the Trust may set a different starting date for the contract. The Trust will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Trust.

### **SEC. 1.13 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 10:30 A.M., Alaska Time, on April 7, 2020. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors may participate by video at <https://zoom.us/j/3675185568> or by teleconference: 253-215-8782, Meeting ID: 367 518 5568

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

### **SEC. 1.14 ALTERNATE PROPOSALS**

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

### **SEC. 1.15 NEWS RELEASES**

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The Trust was created by Congress before statehood. The state breached its trust duty by mismanaging the land. The settlement of the resulting Mental Health Lands Trust lawsuit in 1994 created a Trust Authority consisting of seven Trustees. The Trust was reconstituted with \$200 million and nearly 1,000,000 acres of land. The Trust Authority contracts with the Alaska Permanent Fund Corporation to manage the \$200 million and the Trust Land Office in the Department of Natural Resources to manage the land. The beneficiaries include Alaskans who experience:

- mental illness;
- development disabilities;
- chronic alcoholism;
- Alzheimer's disease or related dementia;
- Brain injury.

The Trustees are charged with overseeing the management of Trust assets as well as spending trust income to improve the lives of beneficiaries.

The Trust's I/DD Mini Grant program allows beneficiaries of the Trust access to resources and services that directly improve quality of life and increase independence and functioning. Awards can be up to \$2,500 to meet individually identified needs that create barriers to an individual's full participation in the community. Mini grants can address a variety of needs that may include access to services, supplies and/or equipment for medical, dental, vision, and hearing needs, environmental modifications, therapeutic devices, and equipment that cannot be paid by other fund sources. While mini grant funds target an individual beneficiary's needs, local community organizations facilitate the application process for their clients and act as the intermediary for disbursement of grant funds.

Funding guidelines for the I/DD mini grant program are attached to this RFP.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The contractor will be required to review and award mini grants monthly. This review includes knowledge of grants administration, coordinating Proposal Evaluation Committees (PEC) monthly, conducting follow up with organizations on pending or additional information requests, and ensuring timely awards. The Trust reserves the right to change to quarterly review and award upon contract renewal.

The contractor will work with community organizations who serve Trust beneficiaries. The contractor will engage in direct contact with beneficiaries, as appropriate, in coordination of individual grant awards.

The Trust has budgeted approximately \$400,000 per year for the I/DD Mini Grant program. The expected volume of grant requests from community organizations is approximately 300 to 420 per year, or 25 to 35 per month, resulting in approximately \$25,000 to \$30,000 granted per month. The contractor will receive quarterly payments to cover grant awards.

The contractor shall:

- **Manage the Grant Application Process.** Propose a plan to manage notification and the online application process.
- **Administer Proposal Evaluation Committee and Grant Awards.** Using criteria and the online grants management system provided by the Trust, manage a monthly Proposal Evaluation Committee process for evaluating grant applications.
- **Disburse Grant Funds.** Propose a method for disbursing grant funds to the community organization listed on the mini grant application.
- **Grant Accounting.** On request, provide a balance sheet of grant funds disbursed, pending and available to date. Maintain complete financial and programmatic records for every grant transaction.
- **Tracking, reporting, oversight and evaluation.** Using the online grants management system provided by the Trust, compile bi-annual reports that include:
  - Application receipt – numbers by beneficiary group (I/DD and EI/ILP) and community organizations;
  - Applicant Trust beneficiary type;
  - Quantity and dollar amount of all requests;
  - Quantity and dollar amount of requests NOT awarded;
  - Quantity and dollar amount of requests awarded;
  - Disposition of funds;
  - Geographic location of grant recipients (as categorized by the Trust);
  - Recipient outcomes including impact of mini grant funds on independent functioning;
  - Request category (as defined by the Trust).

### SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from July 1, 2020 to June 30, 2021, with three 1-year renewal options to be exercised at the sole discretion of the Trust.

Unless otherwise provided in this RFP, the Trust and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written

notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

### **SEC. 3.03 DELIVERABLES**

The contractor will be required to provide the following deliverables:

- A. The contractor shall submit bi-annual reports with information as outlined in the scope of work.
- B. The contractor shall provide data as outlined in the scope of work to Trust staff when requested.

### **SEC. 3.04 CONTRACT TYPE**

This contract is a fixed price contract.

### **SEC. 3.05 PROPOSED PAYMENT PROCEDURES**

The Trust will pay the entire contract amount in twelve (12) equal payments. Each incremental payment will be made after that month's mini grants have been reviewed and disbursed.

### **SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES**

The Trust is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The Trust shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

### **SEC. 3.07 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Trust. Under no conditions will the Trust be liable for the payment of any interest charges associated with the cost of the contract.

The Trust is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

### **SEC. 3.08 LOCATION OF WORK**

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

If the contractor does not have previous experience with the Blackbaud Grantmaking grants management system, the contractor will be required to travel to Anchorage for a Trust staff-led training.

If necessary, the contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for one (1) person to make one (1) trip to Anchorage for two (2) days for training. Travel to other locations will not be required.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the Trust to reject the proposal as non-responsive, or cancel the contract.

### **SEC. 3.09 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 3.10 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, the Trust may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Trust makes such an inspection, the contractor must provide reasonable assistance.

### **SEC. 3.12 CONTRACT PERSONNEL**

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

### **SEC. 3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The Trust may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the Trust to terminate the contract. In this event, the Trust may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### **SEC. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the project director has secured any required approvals necessary for the amendment and issued a written contract amendment, approved by Trust.

### SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the Trust in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the Trust or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the Trust to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

### SEC. 3.16 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the Trust. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form Appendix B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division

of Risk Management. Objections to any of the requirements in Appendix B1 must be set out in the offeror's proposal.

### **SEC. 3.17     TERMINATION FOR DEFAULT**

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Trust may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the Trust's termination rights under the contract provisions of Appendix A, attached.

## SECTION 4. GENERAL PROCESS INFORMATION

### SEC. 4.01 INFORMAL DEBRIEFING

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

### SEC. 4.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

### SEC. 4.03 SITE INSPECTION

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



#### **SEC. 4.04 CLARIFICATION OF OFFERS**

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

#### **SEC. 4.05 DISCUSSIONS WITH OFFERORS**

The Trust may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

#### **SEC. 4.06 EVALUATION OF PROPOSALS**

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

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

#### **SEC. 4.07 CONTRACT NEGOTIATION**

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

If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for their travel and per diem expenses.

## SEC. 4.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

## SEC. 4.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

## SEC. 4.10 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

## SEC. 4.11 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of General Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

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

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

## SEC. 4.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;

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

#### **Alaska Bidder Preference Statement**

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

### **SEC. 4.13 ALASKA VETERAN PREFERENCE**

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

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

#### **Alaska Veteran Preference Statement**

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

### **SEC. 4.14 ALASKA OFFEROR PREFERENCE**

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

### **SEC. 4.15 FORMULA USED TO CONVERT COST TO POINTS**

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

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

## SEC. 4.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

### (a) FORMULA USED TO CONVERT COST TO POINTS

#### STEP 1

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

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

#### STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

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

**Offeror #3 receives 33.7 points.**

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

### (b) ALASKA OFFEROR PREFERENCE

#### STEP 1

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

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 Points for the Preference

#### STEP 2

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

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

#### STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

**STEP 4**

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

## **SECTION 5. GENERAL LEGAL INFORMATION**

### **SEC. 5.01 STANDARD CONTRACT PROVISIONS**

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

### **SEC. 5.02 PROPOSAL AS A PART OF THE CONTRACT**

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

### **SEC. 5.03 ADDITIONAL TERMS AND CONDITIONS**

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

### **SEC. 5.04 HUMAN TRAFFICKING**

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

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

### **SEC. 5.05 RIGHT OF REJECTION**

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;

- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The Trust reserves the right to refrain from making an award if it determines that to be in its best interest.

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

## SEC. 5.06 TRUST NOT RESPONSIBLE FOR PREPARATION COSTS

The Trust will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

## SEC. 5.07 DISCLOSURE OF PROPOSAL CONTENTS

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

## SEC. 5.08 ASSIGNMENT

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

## SEC. 5.09 DISPUTES

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

## SEC. 5.10 SEVERABILITY

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



## SEC. 5.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section **1.12 Right of Rejection**. However, if the Trust fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the Trust's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the Trust's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

## SEC. 5.12 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

## SEC. 5.13 SOLICITATION ADVERTISING

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

## **SECTION 6. PROPOSAL FORMAT AND CONTENT**

### **SEC. 6.01 PROPOSAL FORMAT AND CONTENT**

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

### **SEC. 6.02 INTRODUCTION**

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

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

### **SEC. 6.03 UNDERSTANDING OF THE PROJECT**

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

### **SEC. 6.04 METHODOLOGY USED FOR THE PROJECT**

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the Trust's project schedule, including:

- Offeror strategies for statewide marketing to both urban and rural areas of the state.
- Explain the process for notification of grant awards to successful applicants.
- Explain the proposed process for proposal evaluation.
- Explain the grievance process for applicant and/or programmatic concerns.

### **SEC. 6.05 MANAGEMENT PLAN FOR THE PROJECT**

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the Trust's project schedule.

The firm must provide explanation of availability and capacity to perform the scope of work in this RFP.

Offerors must include the best method to maintain communication with the Trust. This will include a designated lead person and clear delineation of staff resources and assignment.

The offeror must describe the process for tracking, reporting, oversight, and evaluation, the fiscal management plan for grantee award distribution and reporting, and provide a graphic timeline that depicts the monthly application and review process in the mini grant program from start to finish.

## SEC. 6.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

## SEC. 6.07 COST PROPOSAL

Cost proposal must be submitted separately from the technical proposal within the proposal package.

Offerors must provide a not to exceed cost by fiscal year which will include all direct and indirect costs associated with the performance of the contract, including, but not limited to: total number of hours at various hourly rates; payroll; supplies; overhead assigned to each person working on the project; and profit.

FY21 Not to Exceed \$ \_\_\_\_\_

FY22 Not to Exceed \$ \_\_\_\_\_

FY23 Not to Exceed \$ \_\_\_\_\_

FY24 Not to Exceed \$ \_\_\_\_\_

If necessary according to Section 3.01, cost proposal must include a not to exceed travel amount for one (1) employee to attend a Blackbaud Grantmaking training in Anchorage with Trust staff for no more than two (2) days. All travel expenses will be reimbursed at actual costs as described in the State Travel Manual, AAM60 and will require submittal of copies of receipts and documents as required in the State Travel Manual.

## SEC. 6.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section SEVEN.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

## SECTION 7. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

### SEC. 7.01 UNDERSTANDING OF THE PROJECT (5%)

**Proposals will be evaluated against the questions set out below:**

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the Trust expects it to provide?
- 4) Has the offeror demonstrated an understanding of the Trust's time schedule and can meet it?

### SEC. 7.02 METHODOLOGY USED FOR THE PROJECT (10%)

**Proposals will be evaluated against the questions set out below:**

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

### SEC. 7.03 MANAGEMENT PLAN FOR THE PROJECT (5%)

**Proposals will be evaluated against the questions set out below:**

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

## SEC. 7.04 EXPERIENCE AND QUALIFICATIONS (30%)

**Proposals will be evaluated against the questions set out below:**

### **1) Questions regarding the personnel:**

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

### **2) Questions regarding the firm and subcontractor (if used):**

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

## SEC. 7.05 CONTRACT COST (40%)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section Four.

### **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 4.15.

## SEC. 7.06 ALASKA OFFEROR PREFERENCE (10%)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

## SECTION 8. ATTACHMENTS

### SEC. 8.01 ATTACHMENTS

**Attachments:**

- 1) Proposal Evaluation Form
- 2) Standard Agreement Form
- 3) Appendix A General Provisions
- 4) Appendix B1 Indemnity and Insurance
- 5) Notice of Intent to Award
- 6) I/DD Mini Grant Program Funding Guidelines
- 7) Service Animal Funding Guidelines

## ATTACHMENT 1: PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name:

Name of Proposal Evaluation (PEC) Member:

Date of Review:

RFP Number: 20-001M I/DD Mini Grants Administration

### EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **100**

#### **7.01 Understanding of the Project—5 Percent**

Maximum Point Value for this Section - 5 Points

100 Points x 5 Percent = 5 Points

**Proposals will be evaluated against the questions set out below.**

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES

- 2) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES:

- 3) To what degree has the offeror demonstrated an understanding of the deliverables the Trust expects it to provide?

NOTES:

- 4) Has the offeror demonstrated an understanding of the Trust's time schedule and can meet it?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 7.01:** \_\_\_\_\_



**7.02 Methodology Used for the Project—10 Percent**

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

**Proposals will be evaluated against the questions set out below.**

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES:

- 2) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES:

- 3) How well does the methodology interface with the time schedule in the proposal?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 7.02:** \_\_\_\_\_

**7.03 Management Plan for the Project—5 Percent**

**Maximum Point Value for this Section - 5 Points**

**100 Points x 5 Percent = 5 Points**

**Proposals will be evaluated against the questions set out below.**

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES:

- 2) How well is accountability completely and clearly defined?

NOTES:

- 3) Is the organization of the project team clear?

NOTES:

- 4) How well does the management plan illustrate the lines of authority and communication?

NOTES:

- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES:

6) Does it appear that offeror can meet the schedule set out in the RFP?

NOTES:

7) Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

8) To what degree is the proposal practical and feasible?

NOTES:

9) To what extent has the offeror identified potential problems?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 7.03:** \_\_\_\_\_

**7.04 Experience and Qualifications—30 Percent**

**Maximum Point Value for this Section - 30 Points**

**100 Points x 30 Percent = 30 Points**

**Proposals will be evaluated against the questions set out below.**

**1) Questions regarding the personnel.**

- a) Do the individuals assigned to the project have experience on similar projects?

NOTES:

- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

NOTES:

- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES:

**2) Questions regarding the firm.**

- a) Has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES:

- b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES:

- c) Has the firm provided letters of reference from previous clients?

NOTES:

- d) If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 7.04:** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS:** \_\_\_\_\_

#### **7.05 Contract Cost — 40 PERCENT**

##### **Maximum Point Value for this Section — 40 Points**

##### **100 Points x 40 PERCENT = 40 Points**

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section Four.

##### **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 4.15.

#### **7.06 Alaska Offeror Preference — 10 Percent**

##### **Point Value for this Section — 10 Points**

##### **100 Points x 10 Percent = 10 Points**

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

# STANDARD AGREEMENT FORM

1. Agency Contract Number	2. DOA Tracking Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number		6. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
7. Department of <b>Revenue, Alaska Mental Health Trust Authority</b>		Division of <b>hereafter the State, and</b>	
8. Contractor		<b>hereafter the Contractor</b>	
Mailing Address	Street or P.O. Box	City	State Zip + 4 Telephone
<p>9.</p> <p><b>ARTICLE 1.</b> Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2.</b> Performance of Service</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>2.4 Appendix D sets forth the Compensation plan for this contract..</p> <p>2.5 Appendix E includes the Request for Proposals, all associated amendments, and the contractor's response.</p> <p><b>ARTICLE 3.</b> Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4.</b> Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed _____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
10. Department of <b>Revenue</b>		Division of: <b>Alaska Mental Health Trust Authority</b>	
Mailing Address <b>3745 Community Park Loop Ste 200, Anchorage AK 99508</b>		Attention: <b>Valette Keller</b>	
<p>11. <b>CONTRACTOR</b></p> <p>Name of Firm <b>0</b></p> <p>Signature of Authorized Representative _____ Date _____</p> <p>Typed or Printed Name of Authorized Representative _____</p> <p>Title _____ Employer ID No. (EIN) or SSN _____</p>		<p>13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to this obligation, or that there is a sufficient balance in the appropriation to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - 820. Other disciplinary action may be taken up to and including dismissal.</p>	
<p>12. <b>CONTRACTING AGENCY</b></p> <p>Department/Division _____ Date _____</p> <p>Signature of Project Director _____</p> <p>Typed or Printed Name of Project Director _____</p> <p>Title _____</p>		<p>Signature of Head of Contracting Agency or designee: _____ Date _____</p> <p>Typed or Printed Name <b>Stephen Williams</b></p> <p>Title <b>Chief Operating Officer</b></p>	

**APPENDIX A**  
**GENERAL PROVISIONS**

**Article 1. Definitions.**

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

**Article 2. Inspection and Reports.**

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

**Article 3. Disputes.**

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

**Article 4. Equal Employment Opportunity.**

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

**Article 5. Termination**



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

**Article 6. No Assignment or Delegation.**

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

**Article 7. No Additional Work or Material.**

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

**Article 8. Independent Contractor.**

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

**Article 9. Payment of Taxes.**

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

**Article 10. Ownership of Documents.**

All designs, drawing, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law.**

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

**Article 12. Conflicting Provisions.**

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

**Article 13. Officials Not to Benefit.**

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

**Article 14. Covenant Against Contingent Fees.**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the contractor for the purpose of securing business.

For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage, or contingent fee.

## **APPENDIX B<sup>1</sup>**

### **INDEMNITY AND INSURANCE**

#### **Article 1. Indemnification**

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

#### **Article 2. Insurance**

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

## NOTICE OF INTENT TO AWARD A CONTRACT



**STATE OF ALASKA**  
Department of Revenue  
Alaska Mental Health Trust Authority  
3745 Community Park Loop, Suite 200  
Anchorage, Alaska 99508

**THIS IS NOT AN ORDER**

**DATE ISSUED:**

**RFP NO.:**

**RFP DEADLINE:**

**RFP SUBJECT:**

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offerors	Responsive	Total Score	Most Advantageous

**LEGEND:** @ -- MOST ADVANTAGEOUS  
Y -- RESPONSIVE PROPOSAL  
N -- NON-RESPONSIVE PROPOSAL

Valette Keller, Procurement Officer

## **Developmental Disabilities Mini Grant Guidelines**

### **ABOUT THE TRUST**

The Alaska Mental Health Trust Authority is a state corporation that administers the Alaska Mental Health Trust, a perpetual trust, to improve the lives of beneficiaries. The Trust operates much like a foundation, using its resources to ensure that Alaska has a comprehensive integrated mental health program.

Beneficiaries of the Trust include the following broad groups of Alaskans with:

- mental illness
- developmental disabilities
- chronic alcoholism and other substance related disorders
- Alzheimer's disease and related dementia
- traumatic brain injuries

The Trust also works in prevention and early intervention services for individuals at risk of becoming beneficiaries. The Trust considers prevention of these conditions, where possible, to be part of its mandate.

### **DEVELOPMENTAL DISABILITIES MINI GRANTS**

<b>WHAT?</b>	The Trust awards mini grant, with a limit of one grant per fiscal year (July 1 – June 30) of up to \$2,500 per beneficiary, depending upon need. Mini grants are awarded to an agency on behalf of a beneficiary. Developmental disabilities (DD) mini grants are awarded on a monthly basis throughout the fiscal year.
<b>WHO?</b>	For the DD mini grant program, beneficiaries of the Trust include the following broad groups of individuals: <ul style="list-style-type: none"><li>▪ People with developmental disabilities, and</li><li>▪ Youth enrolled in early intervention or an infant learning program.</li></ul>

<b>WHY?</b>	The mini grant program provides beneficiaries of the Trust with a broad range of equipment, supplies and services to improve their quality of life, increase independent functioning, and help them attain and maintain healthy and productive lifestyles.
<b>HOW?</b>	<p>The DD mini grant program is managed by Information Insights on behalf of the Trust. Community agencies may access the online application via the Trust's website at <a href="http://mhtrust.org/grants/mini-grants/developmental-disabilities/">http://mhtrust.org/grants/mini-grants/developmental-disabilities/</a>.</p> <p>The application deadline for requests is the close of business on the 15<sup>th</sup> of each month. If the deadline falls on a weekend or holiday, the deadline rolls to the next business day.</p>
<b>GENERAL APPLICATION GUIDE</b>	
<b>To be considered, all funding requests MUST:</b>	<ul style="list-style-type: none"> <li>Clearly identify the specific Trust beneficiary group (or groups) to which the individual qualifies.</li> </ul>
	<ul style="list-style-type: none"> <li>Provide a clear and strong connection between the beneficiary being served and how the proposed funding will directly benefit or improve the beneficiary's quality of life. Include a letter of support, prescription, and/or therapeutic or medical justification from a licensed health care provider that is familiar with the individual and his or her needs.</li> </ul>
	<ul style="list-style-type: none"> <li>Request items that are <u>not</u> able to be purchased or acquired through other funding sources.</li> </ul>
	<ul style="list-style-type: none"> <li>Request items that are developmentally appropriate for the beneficiary at the time of the application.</li> </ul>
<b>Can a community agency seek more than one grant?</b>	<p>Typically community agencies will be limited to three (3) mini grant applications per month. For organizations with multiple geographic locations, each site may submit up to three (3) mini grant applications per month.</p> <p>Agencies are encouraged to prioritize their requests over the course of the year.</p>

<p><b>What are the funding priorities?</b></p>	<p>Requests will be reviewed in order of the following priority: 1) medical equipment and services, 2) dental equipment and services, 3) vision equipment and services, 4) hearing equipment and services, 5) physical, occupational or speech therapy equipment and services, and 6) home improvements or environmental modifications. If requesting multiple items, please prioritize the items requested in order from highest need to lowest need.</p>
<p><b>What additional information is needed for the application?</b></p>	<p>The more background information provided about the beneficiary and justification for the request, the better. How will the grant improve their quality of life? What other services and funding is the client currently receiving? How is the request connected to the beneficiary's plan of care? If the item(s) requested involves an on-going expense, how will it be paid for in the future?</p> <p>For most requests, a letter of support, prescription and/or therapeutic or medical justification from a licensed health care professional is needed.</p>
<p><b>What is the community agency responsible for documenting?</b></p>	<p>After a mini grant is approved, community agencies must sign a grant agreement that outlines the terms of the grant. Once the signed grant agreement is received by Information Insights, the community agency will receive the full approved grant amount for the purchase of the item(s) or service(s) listed in the grant agreement.</p> <p>Community agencies must document how funds were spent within 45 days of the date of the award. Documentation consists of an invoice or a billing statement from a vendor showing the items purchased or service provided, as well as a copy of the check or other proof of purchase showing payment to the vendor. An extension may be requested in cases where the items or services cannot be obtained within the 45-day period.</p> <p>Upon successful submission of final documentation, the community agency will receive a \$50 stipend.</p>

## EXAMPLES OF ALLOWABLE ITEMS

<p><b>Medical, Vision, Hearing, and Physical, Occupation or Speech Therapy Services, Equipment and Activities</b></p>	<p>Requests will not be considered that fund direct general medical treatment. Requests that address health and well-being, or safety will be considered if they are related to a plan of care or individualized family service plan, and prescribed by an appropriate licensed health care professional.</p> <p>Requests for vision equipment and services, that include corrective lenses, will be considered.</p> <p>Requests for hearing equipment and services, including hearing aids, will be considered.</p> <p>Requests for physical, occupational, and/or speech therapy equipment and services will be considered if prescribed by a licensed health care professional with expertise regarding the need for such therapy.</p> <p>Requests for therapeutic activities (equine therapy, swimming, etc.) will be considered for funding up to \$1,350.</p> <p>In general, requests for therapeutic equipment will be considered if they are developmentally appropriate, and are connected to a plan of care.</p>	<p><b>YES</b></p>
<p><b>Dental Services and Equipment</b></p>	<p>Grants of up to \$250 are available for the purpose of obtaining an estimate. These grants are the exception to the one grant per fiscal year guideline. A second request is filed for the dental work when a dental treatment plan has been obtained. Depending on the nature of the dental work required, mini grants may be approved for amounts greater than the \$2,500 limit.</p> <p>Requests for dental work in Anchorage and Fairbanks are referred to the Anchorage and Interior (Fairbanks) Neighborhood Health Centers. An exception may be granted when the beneficiary requires a familiar setting with an existing provider due to fears or anxiety related to the services and/or the beneficiary's mental or physical status.</p>	<p><b>YES</b></p>

	<p>The amount of a mini grant is based on the beneficiary's available benefits. If the beneficiary has part or all of their annual benefits available, grant funds may pay the remaining balance for dentures, partials, fixed bridges, and/or other dental needs. If all of the beneficiary's annual benefit has been expended, grant funds may cover the dentures, partials, fixed bridges, and/or other dental needs.</p> <p>An estimate from a dental office must be provided prior to review of the request.</p>	
<p><b>Home Improvements, or Environmental Modifications</b></p>	<p>Requests for home improvements or environmental modifications, which will enable the beneficiary to function with greater independence or to access the community, will be considered. If the improvements or modifications requested are necessary to keep the beneficiary safe (i.e., installing special locks or alarms on windows or doors) they will be considered only if they are permanent. If the improvement or modification is temporary, the application must demonstrate portability of the item, should the beneficiary change residences. If the residence in which the beneficiary resides is rented, please include documentation from the landlord indicating that the improvement or modification is allowable.</p> <p>Requests submitted for improvements or modifications require an estimate of costs for both labor and supplies. The PEC may request additional information, if needed.</p> <p>General home repairs may not be funded unless there is a health and safety issue that is not covered by another funding source. Beneficiaries are referred to weatherization or energy assistance programs as appropriate.</p>	<p><b>YES and NO</b></p>



<b>Electronic Devices and Assistive Technology</b>	<p>Requests for electronic devices, such as computers, laptops, netbooks, and tablets will be considered for funding up to \$700, including peripherals (case, warranty, etc.) and software. The need must be justified by a licensed healthcare or teaching professional, including information on the therapeutic benefit of the device for the beneficiary. Exceptions to the \$700 limit may be made when there is a need for a more high-end computer such as graphic arts or voice recognition software. A request for software may be considered above the limit; however it must be clearly justified. Requests must demonstrate the need for the specialized equipment.</p> <p>Requests for assistive technology will be considered for funding if the application demonstrates how the device will enhance the beneficiary's quality of life and increase their independence. Please note whether or not the beneficiary has experience with using the device previously with success.</p>	<b>YES</b>
<b>Education</b>	Requests for classes, training or specialized conferences will be considered on a case-by-case basis depending upon the relation to the beneficiary's plan of care or vocational rehabilitation plan, and if no other funding source is available.	<b>YES</b>
<b>Service Animals</b>	Requests for service animals and/or service animal training will be considered on a case by case basis. Please refer to the <i>Service Animal Funding Guidelines</i> for additional information.	<b>YES</b>
<b>EXAMPLES OF NON – ALLOWABLE ITEMS</b>		
<b>Gift Cards/ Certificates and Gas Cards</b>	Due to lack of accountability, requests for gift cards, gift certificates, and/or gas cards will not be funded.	<b>NO</b>
<b>Reimbursements</b>	Requests to reimburse items or services that have already been purchased or rendered will not be funded.	<b>NO</b>
<b>Trampolines</b>	Due to safety concerns, trampolines will not be considered for funding.	<b>NO</b>

## QUESTIONS?

**What other funding is available from the Trust?**

Complete details and application procedures for all Trust grant opportunities can be found on the Trust's website at <http://mhtrust.org/grants/>. For additional information, call Lucas Lind, Grants Administrator, at 907-269-7999 or email [lucas.lind@alaska.gov](mailto:lucas.lind@alaska.gov).

**Who can provide additional information?**

For more information about the DD mini grant program, visit the Trust's website at <http://mhtrust.org/grants/mini-grants/developmental-disabilities/> or call the Trust at 907-269-7960.

## **Mini Grant Program Service Animal Funding Guidelines**

### ***Service Animals (\$2,500)***

The Alaska Mental Health Trust Authority supports funding requests for service animals in accordance to the Americans with Disabilities Act (ADA). **Service animals are defined as animals that are individually trained to do work or perform tasks for people with disabilities.** The work or task a service animal has been trained to provide must mitigate the effects directly related to the person's disability. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Psychiatric Service Dogs (PSDs) are service dogs trained to perform tasks which mitigate an individual's psychiatric disability.

### ***Emotional Support Animals & Therapy Animals (not funded)***

An emotional support animal (ESA) is an animal that has been prescribed for a person by a licensed therapist (a licensed mental health professional). They are sometimes referred to as comfort animals, comfort pets, or companion animals. These animals do not require specific task-training because it is the very presence of the animal that mitigates the negative symptoms associated with a person's condition. Therapy animals accompany their owners typically into institutional settings such as schools, hospitals, psychotherapy programs, and residential settings to improve the lives of other people. Many people confuse therapy animals with service animals. A therapy animal is typically a dog (but can be other species) that has been obedience trained and screened for its ability to interact favorably with humans and other animals.

Emotional Support (ESA) and Therapy animals are not included in the ADA update (2010) regarding public accommodation for service dogs. Broader definitions exist for "assistance animals" under the Fair Housing Act and the Air Carrier Access Act, but neither ESA nor therapy animals are defined as service animals.

***All applicants must provide:***

- Documentation of medical necessity that clearly identifies the tasks that the service dog will be trained to perform that will mitigate the individual's disability to improve quality of life. This should include the professional's judgment as to the capability of the patient/client to handle a service dog in all public venues.
- Plan for maintenance and ongoing care of the animal (regularly scheduled veterinarian checkups, shots, sterilization, feeding plan, environmental modifications (fenced yard, doggy doors, etc.) and source of funding.
  - If the service animal is part of a tri-pod (cared for by a support team), please provide the names of those individuals who will assist in controlling, managing and caring for the animal
- Verification from landlord on approval to reside in residential unit (service animals in training do not have the same public access rights) if needed.
- Break out of training program costs, including a list of other funding sources (it is permissible for Trust funding to be used for segments of training program or placement). The Trust should be a funder of last resort.

***Owner self-trainer service animal training program:***

- Provide a training plan completed by the professional trainer which includes: timeline for completion of training, expectations for task training, public access testing, field trips and public exposure, level of guidance provided by professional trainer, and plan for follow-up support after the dog completes training.
- Provide a copy of credentials and experience demonstrating the qualification of the professional service dog trainer. Include certificate of completion from an accredited training program, current business license and experience.
- Proof of completion of a training program by a reputable obedience trainer for novice level obedience, Canine Good Citizen, or other equivalent training. This includes verification a trainer has observed or evaluated for task suitability; temperament, learning, socialization capabilities.

***Agency based service animal training/placement program:***

- Provide credentials and experience demonstrating the qualifications of the organization. Include certificate of completion from an accredited training program, current business license, and years of experience training service dogs.
- Provide an individualized training plan, placement program, and timeline for completion of training that addresses task training, public access testing, field trips and public exposure, and plan for follow-up support after the dog completes training (this must be completed by the trainer).