

The TRUST

The Alaska Mental Health Trust Authority

State of Alaska
Department of Revenue
3745 Community Park Loop, STE 200
Anchorage AK 99508

Request For Proposals RFP Number 2014-0400-1991

Date of Issue: **June 13, 2013**

Title and Purpose of RFP:

The Alaska Mental Health Trust Authority is seeking a request for contractor qualifications, experience and expertise to provide technical assistance to Trust sponsored initiatives and groups

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.

Jody Thomas
Procurement Contact
Alaska Mental Health Trust Authority

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit one original and three copies of their proposal, in writing, to the procurement officer in a sealed envelope. It must be addressed as follows:

Alaska Mental Health Trust Authority
Attention: **Jody Thomas**
Request for Proposal (RFP) Number: 2014-0400-1991
Technical Assistance
3745 Community Park Loop STE 200
Anchorage AK 99508

Proposals must be received no later than 1:30 P.M., Alaska Time on **July 3, 2013**. Fax proposals are acceptable but not encouraged. Oral proposals are not acceptable.

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.

Administrative Manager: Jody Thomas – email: jody.thomas1@alaska.gov - FAX 907-269-7966

The Trust provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

1.02 Contract Term and Work Schedule

The contract term and work 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 opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, for approximately 365 calendar days until completion, approximately June 30, 2014. This contract contains three 1-year renewals. Renewals will be exercised solely by The Trust.

The approximate contract schedule is as follows:

- Issue RFP June 13, 2013 (Minimum 21-days circulation period between issue and opening date also requires posting on the State of Alaska Online Public notice web site.),
- Deadline for Receipt of Proposals July 3, 2013,
- Proposal Evaluation Committee complete evaluation by July 12, 2013,
- State of Alaska issues Notice of Intent to Award a Contract July 12, 2013,

(Minimum period between issuing Notice of Intent and issuing contract is 10 days - to allow time for protests.)

- The Trust issues contract July 23, 2013,

- Contract start July 30, 2013,
- First contractor work period July 2013 to June 30, 2014,

1.03 Purpose of the RFP

The Alaska Mental Health Trust Authority is seeking a request for contractor qualifications, experience and expertise to provide technical assistance to Trust sponsored initiatives and groups.

1.04 Location of Work

The Trust **will not** provide workspace for the contractor. The contractor must provide its own workspace. Travel within the State of Alaska will be required depending upon the scope of work and geographic location of the project. Travel is authorized by the project director and reimbursed under this contract. Travel expenses will be reimbursed at actual cost 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.

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 administrative manager 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 this requirement or to obtain a waiver may cause The Trust to reject the proposal as non-responsive, or cancel the contract.

1.05 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/g/tip/>

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

1.06 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.

1.07 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 proposal opening. This will allow 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 time set for opening.

1.08 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed 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.

No Questions will be accepted after **June 21, 2013**.

1.09 Amendments

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 as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.10 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.

1.11 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.

1.12 State Not Responsible for Preparation Costs

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

1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of The Trust 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. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.14 Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Some funding opportunities that will be pursued by The Trust's contract may require technical understanding in limited areas. If the contractor does not have employees with the knowledge and expertise in these areas, The Trust will require the firm to subcontract for this knowledge with contractors who meet the approval of The Trust. Examples of these technical areas may include the use of Medicaid as a payer source, technical knowledge of treatment areas for Trust beneficiaries, vocational or rehabilitation information, etc.

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

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

1.15 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

1.16 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.

1.17 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, 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.

1.18 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.

1.19 Solicitation Advertising

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

1.20 News Releases

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

1.21 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.

1.22 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.23 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.

1.24 Federal Requirements

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

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 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 opening date.

2.02 Pre-proposal Conference

A pre-proposal conference will be held at 10:30 PM, Alaska Time, on June 26, 2013 in The Trust Authority building, 3745 Community Park Loop, Anchorage, Alaska. 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. You may attend the conference via teleconference, by calling **866-469-3239**, access code **219 731 54**.

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.

2.03 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.

2.04 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's request in accordance with 2 AAC 12.290.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.11 **Right of Rejection**. However, if The Trust fails to identify or detect supplemental terms or conditions that conflicts 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:

- a) 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
- b) 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.

2.06 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 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 proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.07 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 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.

2.08 Prior Experience

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

A minimum of 5 years of experience as a provider of technical assistance or experience consulting with organizations in specific identified TA categories.

Offerors must document specific projects, organizations and a minimum of three references related to experience and qualification as a provider of technical assistance/consulting in specific TA categories.

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

2.09 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.

2.10 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's request.

2.11 F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

2.12 Alaska Business License and Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, http://www.commerce.state.ak.us/occ/home_bus_licensing.html for information on these licenses. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's Corporations, Business and Professional licensing office; or
- (e) a sworn and notarized affidavit 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.
- Mining licenses issued by Alaska Department of Revenue.

2.13 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 Services' web site:

<http://doa.alaska.gov/dgs/policy.html>

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 36.30.170(c)
Alaskans with Disability Preference - AS 36.30.170 (e)
Employers of People with Disabilities Preference - AS 36.30.170 (f)
Alaska Veteran's Preference - AS 36.30.175

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the employment program preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The offeror's failure to provide the certification letter mentioned above with the proposal will cause The Trust to disallow the preference.

2.14 5 Percent Alaska Bidder Preference AS 36.30.170 & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (1) holds a current Alaska business license;
- (2) submits a proposal for goods or services under the name on the 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 entities that qualify under (1)-(4) of this subsection.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the affidavit 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 affidavit 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.

Alaskan Bidder Preference Affidavit

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

2.15 5 Percent Alaska Veteran Preference AS 36.30.175

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170 (b) 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 Affidavit

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.

2.16 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

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 through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

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.

$$\begin{array}{rclclcl}
 \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\
 \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\
 \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\
 & & & & & & \text{The Application Of} & & \\
 & & & & & & \text{All Applicable} & & \\
 & & & & & & \text{Preferences} & &
 \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{rclclcl}
 \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\
 \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\
 \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\
 & & & & & & \text{The Application Of} & & \\
 & & & & & & \text{All Applicable} & & \\
 & & & & & & \text{Preferences} & &
 \end{array}$$

**2.17 Alaska Offeror Preference
 AS 36.30.250 & 2 AAC 12.260**

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{rclclcl}
 100 & \times & 10\% & = & 10 \\
 \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\
 \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\
 & & & & \text{Under the Preference}
 \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror 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. Their scores at this point are:

- Offeror #1 - 89 points
- Offeror #2 - 80 points
- Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

Offeror #1 - 89 points

Offeror #2 - 90 points

Offeror #3 - 98 points

Offeror #3 is awarded the contract.

2.18 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS 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 in The Trust conference room on the 2nd floor of The Trust Authority building, 3745 Community Park Loop, Anchorage AK 99508.

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

2.19 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.

2.20 Notice of Intent to Award (NIA) — 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.

2.21 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:

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. 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."

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a firm fixed price contract. A Fixed price contract is one that obligates the contractor to performance at a specified price.

3.02 Contract Approval

This RFP does not, by itself, obligate The Trust. The Trust's obligation will commence when the contract is approved by the Commissioner of the Department of Revenue, or the Commissioner's designee. 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.

3.03 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.

3.04 Proposal as a Part of the Contract

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

3.05 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.

3.06 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.

3.07 Contract Funding

Funds for FY14 are already appropriated and identified. For the three 1-year renewal options are contingent upon Trustee appropriation.

3.08 Proposed Payment Procedures

The Trust will make payments based on a negotiated payment schedule. Each billing must consist of an invoice, necessary receipts (travel reimbursement) and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

3.09 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Revenue or the Commissioner's designee. 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.

3.10 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.

3.11 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.

3.12 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. Should the project director determine that corrections or modifications are necessary in order to accomplish its intent; the project director may direct the contractor to make such changes. 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.

3.13 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.

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 state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Revenue or the Commissioner's designee.

3.15 Contract Invalidation

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

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

The Alaska Mental Health Trust Authority (mhtrust.org) is a state corporation that administers the Alaska Mental Health Trust. The Trust is a perpetual trust that operates much like a private foundation, using our resources to ensure Alaska has a comprehensive integrated mental health program for Trust beneficiaries. Our mission is to act as a catalyst for change and improvement in the systems that serve Trust beneficiaries. To accomplish this, The Trust funds projects and activities that promote long-term system change, including capacity building, demonstration projects, funding partnerships, rural-project technical assistance, and other activities that will improve the lives and circumstances of Trust beneficiaries.

Prior to statehood, there were limited services in the Territory of Alaska for anyone with mental illness, addictions or other mental disabilities. During Alaska's transition to a state, Congress passed the Alaska Mental Health Enabling Act. The act established the Alaska Mental Health Trust as a perpetual trust and granted 1,000,000 acres of land that would be managed to generate income for a comprehensive mental health program. However, the state breached its trust duty by mismanaging the land. A settlement in 1994 created a Trust Authority consisting of seven Trustees and The Trust was reconstituted with \$200 million and an additional 500,000 acres of land (along with 500,000 acres of original Trust land). The Trust contracts with the Alaska Permanent Fund Corporation to manage its cash assets and the Trust Land Office in the Department of Natural Resources to manage the land and other non-cash assets.

The Alaska Mental Health Trust Authority administers the Mental Health Trust to improve the lives of beneficiaries. Trustees have a fiduciary responsibility to protect and enhance trust assets in perpetuity for the beneficiaries. The Trust provides leadership in advocacy, planning, implementing and funding of a Comprehensive Integrated Mental Health Program and acts as a catalyst for change.

The Trust's beneficiaries include Alaskans who experience:

- mental illness
- development disabilities
- Alzheimer's disease or related dementia
- chronic alcoholism and other substance-related disorders
- traumatic brain injury

Trust Duties include:

- Enhance and protect The Trust.
- Provide leadership in advocacy, planning, implementing, and funding of a Comprehensive Integrated Mental Health Program.
- Propose a budget for Alaska's Comprehensive Integrated Mental Health Program.
- Coordinate with state agencies about programs and services that affect beneficiaries.
- Report to the Legislature, the governor and the public about The Trust's activities.

The Trust works on behalf of all beneficiaries, but does not provide individual services. For more information on The Trust, please see our website at www.mhtrust.org

The Trust will issue a multi award contract from this RFP. Applicants can submit proposals for one or all sections of the scope of work. Award will be made by section based on the criteria specified in section seven of this RFP. There are six (6) sections within the scope of work. This contract will be utilized on an as-needed basis and there is no guarantee of work. Contractors will be selected for specified projects based on qualification, expertise and other considerations not limited to "best fit" with an organization, project and/or individual. The Trust will also consider preferences of the entity targeted for assistance when assigning projects.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The Department of Revenue, Alaska Mental Health Trust Authority (The Trust), is soliciting proposals for contractor qualifications, experience and expertise to provide technical assistance to Trust sponsored initiatives and groups in the categories outlined below in Section I.

The Trust intends to establish a cadre of technical assistance providers including Trust staff, contracted individual's under this RFP, collaborations with focus area workgroups, partner boards and other resources available to The Trust. The broad range of services for Trust projects in addition to the organizational areas listed in Section One may include and is not limited to: completion of organizational capacity assessments for identified groups and/or projects, utilizing assessment information in collaboration with Trust staff to develop training and technical assistance plans, developing resource and training manuals/materials, and delivery/facilitation of structured trainings responsive to organizational plans and needs. Depending upon the scope of work, TA contractors may engage in more individualized work with an identified group or project to help support progress on defined goals and objectives unique to each project at the discretion of the Trust Program Officer.

Selected respondents will participate with The Trust and as part of a larger Technical Assistance resource team for a variety of Trust directed projects. The Trust requires an initial orientation at the beginning of the contract period and consistent project management meetings to review work in person and telephonically. Technical assistance providers may be requested to prepare and provide written and verbal reports for The Trust and applicable focus area workgroups on project progress as directed. Travel may be required.

For each organization and project, the menu of services will be different but generally will work towards a broader

goal of improved organizational and community capacity to positively support and serve Trust beneficiaries. Several key areas of interest include but are not limited to:

- Organizational business planning and development
- Feasibility planning for capital and facility efforts and future needs
- Strategic fund development and strategies
- Research and analysis on policy, status/regulation, federal and local issues relevant to Trust initiatives and partners
- Performance and outcome measures
- Sustainability planning
- Organizational and nonprofit capacity building

Contractors will be reimbursed according to a pre-agreed upon hourly rate, hours and clearly defined scope of service. Amount of funding is dependent upon the authorized project, scope, work plan and authorized hours. Respondents will be matched at the discretion of The Trust to specific projects based upon qualifications, experience and fit with identified organization. Work may be intermittent and is not guaranteed under this RFP.

Respondents will submit qualifications for a minimum of one or more area listed in Section One (A-F). Respondents must specify which sections they are selecting for consideration in response to the RFP. The Trust has discretion to award contracts that limit work to particular areas.

Respondents are encouraged to submit resumes and biographical sketches that reflect experience in the specific areas including information about similar projects with organizations and a minimum of three references related to projects. Respondents are instructed to include detailed description of applicant's experience within each category of technical assistance. Applicants are also requested to describe experience working with Trust beneficiaries and initiatives.

Reporting:

TA contractors will meet regularly to assess status of assigned scopes of work on a schedule appropriate to the scope of work and as determined by the Trust Program Officer. Each meeting will include an update and discussion about each separate project.

Each TA provider will maintain an activity log detailing time/work on each separate scope of work. This will be submitted to the Trust Program Officer quarterly along with a narrative report summarizing activities, progress, highlighted issues and recommendations.

Each TA provider will work under an individualized scope of work and authorized total number of hours that will be reported monthly to the Trust Program Officer. TA contractors will submit monthly invoices that detail number of hours, personnel performing work, billing rate and expenses for reimbursement. Only pre-authorized work, expenses etc. will be reimbursed.

SECTION I

Section A: Financial Management & Non-Profit Mentoring

- Assessment of agency fiscal solvency
- Payroll, benefit and accounts payable processing and reporting
- Cash management
- Grant Reporting
- IRS Debt reduction counseling/filing

- Financial reporting and presentation
- Budget
- Revenue Cycles: Accounts receivable and collections
- Audit coordination and preparation
- Third party reimbursement, including private insurance, Medicaid and Medicare. CMS compliance and audit requirements.
- Fund development strategies appropriate to a broad variety of nonprofit programs. Ability to match appropriate funding sources to programs and work with non-profits to diversify revenue streams
- Medicaid Implementation assessment and planning:
 - Expertise with current Medicaid regulations
 - Staff training and documentation requirements
 - Form review and development
 - Compliance audits- including documentation review & medical necessity audits
 - Billing system consultation and set up
 - Claim processing processes and implementation
- Donor database management
- Revenue/fundraising committees
- Marketing and communications
- Division of Vocational Rehabilitation (DVR) application development
- Microenterprise and social enterprises
- Sustainability planning

Grant consulting

- Grant mentoring and proposal development (experience with State, Federal and foundation grant writing for Behavioral Health services, consumer run organizations or similar:
- Analysis of grant writing efforts and guidance to programs on how to improve proposals

Section B: Human resources

- Project management, program evaluation and consultation in behavioral health, health and social service programs, public policy and education
- Compensation
- Supervisory training - harassment in the workplace, effective discipline, wrongful discharge, FMLA and other required policies
- Family Medical Leave Act
- Workplace investigations and complaints
- Wage and hour training and administration - FLSA and state statutes
- Employee handbooks
- Performance management (performance appraisal training and administration)
- Recruitment and hiring practices
- Mentoring for supervisors and Executive Directors
- Development of volunteer workforce

Section C: Web/IT application development, testing and support

- Assist organizations by evaluating and recommending IT services
- Working with organizations to implement recommendations
- Assistance in developing data/software application for program data/outcomes tracking
- Agency IT support – covering the range of IT issues.
- Health Information Technology, Electronic record interfaces etc.
- Editing and graphics design

- Web development
-

Section D: Organization development

- Able to assess organization capacity
- Leadership training/guidance
- Strategic Planning
- Organization mission, vision and key concepts
- Board and Executive Director mentoring and consultation
 - Dealing with challenging situations, such as working with difficult employees, organizational values, board effectiveness
 - Board development, training and mentoring
 - Board manual development
- Staff/Board facilitation
- Team building workshops, exercises and process facilitation
- Market research, survey design and implementation
- Cost-benefit and business operating systems analysis

Section E: Programmatic/Consumer Movement Support

- Consulting supervision for consumer organization staff and providers
- Peer support mentor –demonstrated experience in establishing or running consumer based programs and delivery of peer-to-peer services
- Staff training on topics relevant for Beneficiary-focused programs and systems including but not limited to:
 - Ethics
 - Boundaries
 - Communication
 - Mental health and substance abuse co-occurring challenges
 - Peer support
 - Case management, person centered navigation across systems
 - Demonstrated experience in training facilitation
- Quality Assurance, compliance and accreditation
- Municipal, state and federal licensing and compliance requirements
- Licensing application mentoring and preparation
- Advocacy and support to organizations in navigating community councils, assembly, legislature and other groups

Section F: Housing Focused Management and Assistance

- Housing business planning and asset assessment
- Financial assessment of housing assets and recommendations on business planning implementation
- Programmatic development and assistance with proposals for home and community based housing for Trust beneficiaries
- Assistance to participant organizations in completing pro-formas for funding opportunities in state and nationally.
- Assistance with affordable housing compliance paperwork for management of facilities and the ability to advise applicant organizations on maintenance and improvement of models and structural configuration for identified Trust beneficiary housing needs
- Provide budgetary recommendations to increase organizational capacity or to further the goals of the organization
- Provide necessary mentoring to developing organizations to accomplish organization goals

SECTION SIX PROPOSAL FORMAT AND CONTENT

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.

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.

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., employed by the State of Alaska) and, if so, the nature of that conflict.

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.

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.

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 provide the Trust with information on the best method to maintain communication between the 2 organizations. This will include a designated lead person and clear delineation of staff resources and assignment.

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:

- a. title,

- b. resume,
- c. location(s) where work will be performed,

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed. Offerors must describe experience working with Trust beneficiaries and/or Trust related initiatives.

6.07 Cost Proposal

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Offerors will submit an hourly rate for each section A-F the offers are submitting proposals. Hourly rate must include, but not limited to, **all direct and indirect cost** associated with the performance of the contract, including, but not limited to, various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted in the project, and profit. Offerors may propose different rates for associates under each section. **Contract prices may be changed at begin of the fiscal year, but only if it is stated in the proposal.**

Section A: Financial Management	\$ _____/hour
Section B: Human resources	\$ _____/hour
Section C: Web/IT application development	\$ _____/hour
Section D: Organization development	\$ _____/hour
Section E: Programmatic/Consumer Movement Support	\$ _____/hour
Section F: Housing Focused Management and Assistance	\$ _____/hour

Cost proposal must follow the format above. This contract is an as needed contract and we are not able to forecast future needs in any areas.

Below are estimated hours from the current contract from March 2012 through April 2013. **For evaluation purposes only** we will take your bid amount and multiply by the hours for each section. This contract is an as needed contract and we are not able to forecast future needs in any areas.

Section A: Financial Management – 1143 hours

Section B: Human resources – 149 hours

Section C: Web/IT application development - 131 hours

Section D: Organization development – 273 hours

Section E: Programmatic/Consumer Movement Support – 303 hours

Section F: Housing Focused Management and Assistance - 342 hours

6.08 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then 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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

7.01 Understanding of the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables The Trust expects it to provide?

7.02 Methodology Used for the Project (15 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?

7.03 Management Plan for the Project (15 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well is accountability completely and clearly defined?
- [b] Is the organization of the project team clear?
- [c] How well does the management plan illustrate the lines of authority and communication?
- [d] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [e] To what extent has the offeror identified potential problems?

7.04 Experience and Qualifications (15 Percent)

Proposals will be evaluated against the questions set out below:

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?

Questions regarding the firm:

- [d] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [e] How successful is the general history of the firm regarding timely and successful completion of projects?
- [f] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?
- [g] How extensive is the firm's experience working with rural Alaska organizations?
- [h] Has the firm provided references from previous clients?

7.05 Contract Cost (40 Percent)

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 2.13.

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 2.15.

7.06 Alaska Offeror Preference (10 Percent)

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.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachments

1. Proposal Evaluation Form
2. Standard Agreement Form
Appendix A
3. Appendix B1
4. Notice of Intent to Award
5. Alaska Bidder's Certificate

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 2013-0400-1960 _____

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.

[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] To what degree has the offeror demonstrated an understanding of the deliverables The Trust expects it to provide?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Methodology Used for the Project—15 Percent

Maximum Point Value for this Section - 15 Points
100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

[a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES _____

[b] How well does the methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Management Plan for the Project—15 Percent

Maximum Point Value for this Section - 15 Points
100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES _____

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

[c] Is the organization of the project team clear?

EVALUATOR'S NOTES _____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES _____

[f] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Experience and Qualifications—15 Percent

Maximum Point Value for this Section - 15 Points

100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

Questions regarding the firm.

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

[f] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

[h] How extensive is the firms experience working with rural Alaska organization?

EVALUATOR'S NOTES _____

[i] Has the firm provided references from previous clients?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

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 2.13.

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 2.16.

EVALUATOR'S POINT TOTAL FOR 7.05 _____

7.06 Alaska Offeror Preference — 10 Percent

Alaska bidders receive a 10 percent overall evaluation point preference.
Point Value for Alaska bidders in 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.

EVALUATOR'S POINT TOTAL FOR 7.06 (either 0 or 10) _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____

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	

This contract is between the State of Alaska,

7. Department of REVENUE, AK MENTAL HEALTH TRUST	Division of hereafter the State, and
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8. Contractor	hereafter the Contractor
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Mailing Address	Street or P.O. Box	City	State	Zip + 4	Telephone
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9.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service

2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

2.4 Appendix D sets forth the Compensation plan for this contract..

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____ , and ends _____ .

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed _____ in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

10. Department of REVENUE, AK MENTAL HEALTH TRUST	Division of:
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Mailing Address	Attention:
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11. CONTRACTOR		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.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title	Employer ID No. (EIN) or SSN		
12. CONTRACTING AGENCY		Signature of Head of Contracting Agency or designee:	Date
Department/Division	Date	Typed or Printed Name	
Signature of Project Director			
Typed or Printed Name of Project Director			
Title			

APPENDIX B¹

INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

1. Name of Program, Project or Service (Use RFP Title)	2. Date Issued
3. Authority Number (s)	4. Name of Procurement Officer
<p>This is a notice of the State's intent to award a contract. The offeror, identified here as the apparent successful offeror, is instructed not to proceed until a signed contract or other written notice of award is received from the State. A firm or person who proceeds prior to receiving a signed contract or other written notice of award does so at their own risk. AS 36.30.365.</p> <p>An offeror who wishes to protest this Notice of Intent must file a protest within ten (10) 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.</p> <p>The protest shall be filed with the procurement officer in writing and include the following information:</p> <ul style="list-style-type: none">(1) the name, address, and telephone number of the protester;(2) the signature of the protester or the protester's representative;(3) identification of the contracting agency and the solicitation or contract at issue;(4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and(5) the form of relief requested (AS 36.30.560 and AS 36.30.585).	
5. Name and Address of Apparent Successful Offeror	
6. Names and Addresses of All Other Respondents (in alphabetical order)	

**CERTIFICATE OF QUALIFICATIONS FOR
THE ALASKA BIDDER PREFERENCE
(AS 36.30.170(B))**

In response to DOA # _____ (response to an RFP/CSP).

OR

In response to bid # _____ (response to ITB).

OR

In response to verbal solicitation from _____.

I certify under penalty of perjury that _____
(Business Name)

1. holds a current valid Alaska business license (a copy must be attached);
2. submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license;
3. has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
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 or is a partnership, and all partners are residents of the state; and
5. if a joint venture, is composed entirely of ventures that qualify under (1) to (4) of this subsection.

Authorized Signature

Date

Printed Name

Business Tax ID Number

Telephone Number

NOTE: This "Certificate of Qualification" must accompany your proposal or bid in order to ensure that the Alaska Bidder Preference is applied to your proposal or bid during the evaluation process.