

Organization Name: _____

Organization EIN Number (if available): _____

Amount Awarded: _____

Grant Period: _____

Grant Number: _____

Grant Award Information

The following areas of your request are eligible for use of these funds:

[illegible]

Grant Agreement and Payment Request:

This agreement details the responsibilities of the Food Bank of Alaska (Grantor) and your organization (Grantee).

Use of Funds:

Grantee agrees to use the grant funds solely for the Project as outlined in its proposal to Grantor.

Grantee agrees that the grant funds will be used in accordance with the budget submitted by Grantee as part of its grant application. No portion of this grant is earmarked for use in carrying on propaganda or otherwise attempting to influence legislation. Grantee agrees not to use any portion of the grant funds to participate in any political campaign, to make grants to individuals on a nonobjective basis, to support terrorist acts or organizations that further terrorists' activities, or for any non-charitable purpose.

Grantee agrees to repay Grantor any portion of the amount granted, along with any income earned thereon that is not used exclusively for the purposes set out in this Agreement.

Reimbursement Payments:

Reimbursements for expenses may be requested as they are incurred using the provided reimbursement form. Food Bank of Alaska will reimburse Grantees' requests within 30 days. Grantees should group reimbursement requests for multiple items together as they are able and submit no more than one reimbursement request a month.

If the Grantee does not have enough funds on hand to cover the needed expenses, they may request an advance from the Grantor. These requests will be handled on a case-by-case basis. Grantees should reach out to grants@foodbankofalaska.org to discuss their needs. There is an option on the reimbursement form to request an advance. If given an advance, Grantees have six months from receipt of funds to provide receipts for at least 50% of the advance funds.

Project Modification:

Grantee will notify the Food Bank of Alaska as soon as possible of any material changes occurring in the program during the grant period, including any changes in the status of project or leadership personnel or the grantee organization's legal or tax status, which would inhibit the grantee from providing the services or performing in the capacity for which it is funded under this grant. Changes to the approved project(s) listed in this grant agreement need to be approved by the Grantor. Grantees should reach out to grants@foodbankofalaska.org to discuss potential project modifications.

Grant Reporting:

Grantee will submit to Grantor interim reports covering the substance of its activities under this grant and progress toward completion. Interim reports will be due:

- **June 30, 2023**
- **June 30, 2024**

A final report covering both the substance of activities under the grant and the financial administration of the grant will be due upon completion of the project, no later than **June 30, 2025**. This report should

include any available supplemental information, such as press releases, newsletter articles, news items, and photos.

Control of Grant Funds:

Grantee acknowledges and represents that it is accepting this grant for its own account and not an agent for any other organizations and will exercise supervision and oversight over the use of all grant funds to ensure that the terms of this Agreement are met. The terms of the grant do not prohibit Grantee from distributing all or a portion of the proceeds of the grant to another organization, as long as any such distribution has been preapproved as part of the Grantee's application and is made exclusively in furtherance of the charitable purposes for which the grant is made. The terms and conditions of this Agreement apply to any grants to other organizations. Grantee acknowledges that it is solely responsible for any decision to transfer all or a portion of the proceeds of this grant to another organization. Grantee agrees to control the process by which any other organization is selected to receive any such proceeds and shall be solely responsible for the selection of any such organization.

Grantee Assurances:

Grantee agrees to comply with all the applicable State and Federal laws, including but not limited to the assurances identified in **Appendices A and B**.

Procurement Policy

Grantees must follow Grantor's procurement policy:

Methodology	Dollar Threshold	Requirements
1. Micro-purchase	\$0 - \$10,000	a. No bid or quote required if price is considered reasonable as compared to past purchases or other published prices and/or prices obtained from more than one vendor b. Distributed equitably among a range of qualified vendors when practical
2. Small purchase procedure: greater than micro-purchase, not to exceed simplified acquisition threshold of \$250,000	\$10,001 - \$250,000	a. Price or rate quotes must be obtained from adequate number of sources (at least 2) b. Can be informal such as web search or phone call c. All quotes must be documented and kept on file d. Price does not need to be deciding factor, but all quotes must be kept in procurement records
3. Sealed bid: greater than the simplified acquisition threshold	\$250,001 and greater	a. Used when selection of successful bidder can be made principally on the basis of price b. Bids must be solicited from an adequate number of known suppliers, providing sufficient response time c. Invitation for bids must define the items or services in order for bidders to properly respond

		d. All bids will be opened at time and place prescribed in invitation e. Firm fixed price contract made in writing to the lowest responsive and responsible bidder f. Any or all bids may be rejected if there is a sound documented reason
4. Competitive Proposal: greater than the simplified acquisition threshold	\$250,001 and greater	a. Must be publicized and identify all evaluation factors and their relative importance b. Must be solicited from an adequate number of qualified sources c. Must have a written method for conducting technical evaluations of the proposals and selecting recipients d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered
5. Noncompetitive proposal (sole source): Greater than micro-purchase threshold	\$10,000 and greater	a. May be used only when item is available from a single source, the public exigency or emergency will not permit a delay resulting from competitive solicitation, federal awarding agency expressly authorizes its use, or after solicitation of a number of sources competition is determined inadequate b. Justification of the use must be documented c. Any research on availability from multiple sources must be documented and retained d. Any initial solicitations from multiple sources which are concluded to be inadequate, and such reasoning, must be documented

See Appendix C for Grantor's full procurement policy.

Sovereign Immunity

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement. Grantees subject to this rule can request a template resolution by contacting grants@foodbankofalaska.org.

On behalf of the Grantee, I declare under penalty of perjury, that Grantee certifies compliance with all applicable state and federal laws, regulations, requirements.

I agree to the above

Grant Review:

Grantee will permit representatives of Grantor to visit Grantee's place of business or activity sites and review Grantee's activities with respect to the Project.

Indemnification:

The Grantee, its successors and assigns, will protect, save, and hold harmless the Grantor and its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities conducted under this Agreement. The Grantee further agrees to defend the Grantor and its authorized agents and employees in any litigation, including payment of any costs or attorney's fees for any claims or actions arising out of or in connection with acts or activities conducted under this Agreement. This obligation does not include claims, costs, damages, or expenses which may be by sole negligence of Grantor.

Termination:

Grantor may terminate this Agreement at any time and may cease all grant disbursements upon any breach of this Agreement by Grantee, as determined in Grantor's sole discretion.

Grant Number and Single Audit Requirement:

The grant number for this funding is 23-DC-021. The funding source for this grant is state general funds.

The Grantee must comply with the audit requirements of the Alaska Administrative Code set forth in 2AAC45.010. AUDIT REQUIREMENTS. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current 2AAC45.010 adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>. Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at http://doa.alaska.gov/dof/ssa/audit_guide.html.

Acceptance of Terms and Conditions:

This grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein. The Food Bank of Alaska reserves the right to discontinue, modify, or withhold any payments under this grant award or to require total or partial refund of any grant funds, in the Food Bank of Alaska's sole discretion, such action is necessary: (a) because you have not fully complied with the terms and conditions of this grant; (b) to protect the purpose or objectives of the grant or any other charitable activities of the Food Bank; or (c) to comply with the requirements of any law or regulation applicable to you, The Food Bank of Alaska, or this grant.

By selecting "I Accept Grant Terms and Conditions" below, the Grantee agrees to accept and comply with the stated terms and conditions of this grant.

I Have Read Grant Terms and Conditions

I Accept Grant Terms and Conditions

Authorized Signature:

The electronic signature on this document of the person authorized to make legal contracts for Grantee will represent the Grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant. Please signify your agreement to the foregoing terms and conditions by typing in your Name, Title, and Date in the spaces below. You must be an authorized officer of the Grantee duly empowered to make legal contracts for Grantee.

Name/Title: _____

E-Signature: _____

Date: _____

Appendix A

Standard Provisions

Article 1. Definition

“Department” refers to the Department of Commerce, Community, and Economic Development with the State of Alaska.

Article 2. Indemnification

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement. The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney’s fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department of the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee’s agents or employees.

Article 3. Legal Authority

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute the project described in this Grant Agreement by signing the Grant Agreement document. The Grantee’s relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

Article 4. Waivers

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department’s failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

Article 5. Access to Records

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

Article 6. Reports

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

Article 7. Retention of Records

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

Article 8. Assignability

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation).

Article 9. Financial Management and Accounting

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

Article 10. Program Income

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purpose and under the conditions applicable to the use of award funds.

Article 11. Amendments and Modifications

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the Department and the Grantee.

Article 12. Procurement

Grantees must utilize Grantor's procurement policy. See Appendix C for full procurement policy.

Article 13. State Excluded Parties List Report

The grantee is responsible for ensuring that all sub-grantees or sub-contractors are not listed on the 'Excluded Parties List Report', which identifies those parties excluded from receiving State contracts.

Article 14. Recordkeeping

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the Grant Agreement.

Article 15. Obligations Regarding Third-Party Relationships

None of the Work specified in this Grant Agreement shall be contracted by the Grantee without prior approval of the Department. No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship. The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all applicable provisions of this Grant Agreement. The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

Article 16. Conflict of Interest

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement. The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

Article 17. Political Activity

No portion of the funds provided hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

Article 18. Notices

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

Article 19. Prohibition Against Payment of Bonus or Commission

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

Article 20. Termination by Mutual Agreement

This Grant Agreement may be terminated, in whole or in part, prior to the completion of contract project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective

date and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

Article 21. Termination for Cause

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Department may take the following actions:

A. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.

B. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

Article 22. Withdrawal of Funds

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 19 of this Attachment.

Article 23. Recovery of Funds

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all, or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand. All remedies conferred on the Department by this agreement, or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

Article 24. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive. This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in the Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

Article 25. Jurisdiction

This Grant Agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

Article 26. Ownership of Project/Capital Facilities

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds, does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the ownership and operation of the project.

Article 27. Site Control

If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property. As a minimum requirement, the Grantee should obtain a "sufficient interest" that allows the Grantee the right to use and occupy the site for the expected useful life of the building, structure or other improvement. Generally, the interest obtained should be for at least 20 years. A sufficient interest depends upon the nature of the project and the land status of the site.

Article 28. Insurance

The Grantee is responsible for obtaining any necessary liability insurance and maintain in force at all times during the performance of this Grant Agreement the insurance policies identified below. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

A. Workers' Compensation Insurance for all employees engaged in work under this Grant Agreement, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.

B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.

C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.

D. Professional Liability Insurance covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

Contract Amount Minimum Required Limits

Under \$100,000 \$100,000 per occurrence/annual aggregate

Article 29. Subcontracts for Engineering Services

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska. In the event that the engineering firm is also the project administrator, the Grantee shall require that the bond or insurance shall be for not less than the amount of the entire project.

Article 30. Governing law

This Grant Agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with the appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State, or Local governments have been obtained.

Article 31. Budget Flexibility

Notwithstanding the provisions of Article 11, Appendix A, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. Such revisions are limited within each line item to a maximum of ten percent (10%) of the line item or \$10,000, whichever is less, over the entire term of this agreement. Such budget revisions shall be limited to changes to existing budget line items. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this agreement. See Project Modification for details.

Article 32. Equal Employment Opportunity (EEO)

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph. The Grantee shall state, in all solicitations or advertisements for employees to work on state funded projects, that it is an equal opportunity employer (EEO) 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. The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

Article 33. Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.

Article 34. Public Purposes

The Grantee agrees that the project to which this Grant Agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation. If the Grantee is a non-profit corporation that dissolves, the assets and liabilities from the grant project are to be distributed according to statutory law, AS 10.20.290-10.20.452.

Article 35. Operation and Maintenance

Throughout the life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

Article 36. Assurance

The Grantee shall spend monies awarded under this grant only for the purposes specified in this Grant Agreement.

Article 37. Current Prevailing Rates of Wage

Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the project, which is the subject of this Grant Agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee also shall require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

Article 38. Severability

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

Article 39. Performance

The Department's failure to insist upon the strict performance of any provision of the Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Grant Agreement.

Article 40. Sovereign Immunity

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

Article 41. Audit Requirements

The Grantee must comply with the audit requirements of the Alaska Administrative Code set forth in 2AAC45.010. AUDIT REQUIREMENTS. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current 2AAC45.010 adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>. Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at http://doa.alaska.gov/dof/ssa/audit_guide.html.

Article 42. Close-Out

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

Appendix B

State Laws and Regulations and Permits

Grantees are responsible for all applicable state laws, regulations and permits; including but not limited to the following list which most commonly affects Grantees.

Municipality Public Facility Operations and Maintenance—AS 37.05.315(c)

In accepting a grant under AS 37.05.315 for construction of a public facility, a municipality covenants with the State that it will operate and maintain the facility for the practical life of the facility and that the municipality will not look to the State to operate or maintain the facility or pay for its operation or maintenance. This requirement does not apply to a grant for repair or improvement of an existing facility operated or maintained by the State at the time the grant is accepted if the repair or improvement for which the grant is made will not substantially increase the operating or maintenance costs to the State.

Restriction on Use—AS 37.05.321

A grant or earnings from a grant under AS 37.05.315 - 37.05.317 may not be used for the purpose of influencing legislative action. In this section “influencing legislative action” means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to any legislative action but does not include the provision or use of information, statistics, studies, or analyses in written or oral form or format. A grant or earnings from a grant made under AS 37.05.315 - 37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

Hiring Preferences—AS 36.10

This chapter of the Alaska Statutes applies to grants for public works projects and requires compliance with the hiring preferences under AS 36.10.150 – 36.10.175 for employment generated by the grant.

Historic Preservation Act—AS 41.35

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The Department of Natural Resources may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

Fire Protection—AS 18.70

This chapter of the Alaska Statutes requires the Alaska Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for: 1. Fire detection and suppression equipment. 2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units. 3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities; 4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

Procurement Preference for State Agricultural and Fisheries Products—AS 29.71.040

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires: 1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state. 2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

Alaska Product Preferences—AS 36.15

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

Permits and Environmental Procedures

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

- Air Emissions Permit
- Anadromous Fish Protection Permit
- Authorization for Tidelands Transportation
- Brine or Other Saltwater Waste Disposal Permit
- Burning Permit during Fire Season
- Coal Development Permit
- Critical Habitat Area Permit
- Dam Construction Permit
- Driveway Permit
- Encroachment Permit
- Miscellaneous State Land Use Permit
- Mineral and Geothermal Prospecting Permits
- Occupied Tide and Submerged Land
- Open Burning Permit
- Permit for Use of Timber or Materials
- Permit to Appropriate Water
- Pesticides Permit
- Preferred Use Permit
- Right-of-Way and Easement Permits
- Solid Waste Disposal
- Special Land Use Permit
- State Game Refuge Land Permit
- State Park Incompatible Use Permit
- Surface Oiling Permit
- Surface Use Permit
- Tide and Submerged Lands Prospecting Permit
- Tidelands Permit
- Tidelands Right-of-Way or Easement Permit
- Utility Permit
- Wastewater Disposal Permit
- Water Well Permit

Appendix C

Food Bank of Alaska Procurement Policy

This policy establishes uniform purchasing and procurement guidelines for Food Bank of Alaska (“FBA”).

Applicability: This policy applies to all personnel authorized to make or approve purchases of equipment, materials, supplies, property, or services from an outside source. Generally, all procurement transactions must be competitive, free from real or perceived conflicts of interest, and shall be conducted in a manner to provide free and open competition. All purchases shall consider price, quality of goods and/or services, lead time, effort required to change vendors (if necessary), delivery method and costs, and service after the sale.

Policy Authority: Administrative authority for this policy lies with the Chief Financial Officer “CFO” of Food Bank of Alaska.

References: Uniform Guidance 2 CFR Section 200.318-326; Board Policy and Procedures Manual: Conflict of Interest Policy and Miscellaneous Financial Policies; Personnel Policies and Procedures: Section VI-Employee Standards of Conduct; Financial Policies and Procedures; Record Retention Policies.

The following policies and procedures shall be followed when FBA purchases equipment, materials, supplies, property, or services from an outside source.

I. General Policy:

A. Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. See Board Policy and Procedures Manual: Conflict of Interest Policy and Miscellaneous Financial Policies; and Personnel Policies and Procedures: Section VI-Employee Standards of Conduct.

B. Purchase of Items for Personal Use. Items and services procured on behalf of FBA are intended for use by FBA and not for personal use.

C. Competition. All procurement transactions must be conducted in a manner providing full and open competition consistent with the following standards:

1. FBA shall not place unreasonable restrictions or requirements on firms in order for them to qualify to do business. These practices include but are not limited to: requiring unnecessary experience, excessive bonding, noncompetitive pricing practices, arbitrary actions in the procurement process, or unreasonably mandating a specific brand name product.
2. FBA must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes

expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws.

3. FBA must have written procedures for procurement transactions. See section II. below.

D. Solicitations: All solicitations must incorporate a clear and accurate description of technical requirements for the material, product, or service, and identify all requirements which the offerors must fulfill, and all other factors used in evaluating bids or proposals. Potential bidders must not be precluded from qualifying during the solicitation period.

E. Evaluation of Cost Effectiveness: Acquisition of unnecessary or duplicative items must be avoided. Consideration should be given to combining or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.

F. Contract with Winning Bidder. If a contract is competitively bid, FBA will enter into a contract with the winning bidder that specifies the equipment, materials, supplies, property, or services to be purchased, and the payment and delivery terms. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

G. Record Keeping: FBA must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. Please refer to Financial Policies and Procedures, and Record Retention Policies.

H. Bidding Frequency. Bidding should occur with the appropriate frequency considering the nature of the product and services.

I. Managing the Contract: Oversight of all contractual agreements must be maintained to ensure that vendors perform in accordance with terms/conditions/specifications as agreed in the contract. If FBA's needs change, an evaluation of the contract must be conducted to determine whether it is a material change. If the change significantly alters the contract and the vendor is unable to fulfill the modified contract, FBA should conduct a new procurement process based on the updated specifications.

- 1) FBA will evaluate the performance of each contractor at the completion of each contract.
- 2) The evaluation will be utilized to make decisions to award future contracts.

II. Acquisition Procedure

FBA will conduct all procurement transactions in a manner that maximizes opportunities, increases quality, and reduces the cost of purchase. FBA reserves the right to reject any bids or offers, if deemed to be in its best interest. Procurement methods under Uniform Guidance are presented in the table -3- below, however, FBA has additional requirements for micro and small purchases described in II. C of this policy.

- A. **Methods:** One of the following procurement methods shall be utilized for all purchases of equipment, materials, supplies, property, or services over the current federal micro-purchase threshold as defined in 2 CFR Section 200.320:

Methodology	Dollar Threshold	Requirements
1. Micro-purchase	\$0 - \$10,000	a. No bid or quote required if price is considered reasonable as compared to past purchases or other published prices and/or prices obtained from more than one vendor b. Distributed equitably among a range of qualified vendors when practical
2. Small purchase procedure: greater than micro-purchase, not to exceed simplified acquisition threshold of \$250,000	\$10,001 - \$250,000	a. Price or rate quotes must be obtained from adequate number of sources (at least 2) b. Can be informal such as web search or phone call c. All quotes must be documented and kept on file d. Price does not need to be deciding factor, but all quotes must be kept in procurement records
3. Sealed bid: greater than the simplified acquisition threshold	\$250,001 and greater	a. Used when selection of successful bidder can be made principally on the basis of price b. Bids must be solicited from an adequate number of known suppliers, providing sufficient response time c. Invitation for bids must define the items or services in order for bidders to properly respond d. All bids will be opened at time and place prescribed in invitation e. Firm fixed price contract made in writing to the lowest responsive and responsible bidder f. Any or all bids may be rejected if there is a sound documented reason
4. Competitive Proposal: greater than the simplified acquisition threshold	\$250,001 and greater	a. Must be publicized and identify all evaluation factors and their relative importance b. Must be solicited from an adequate number of qualified sources c. Must have a written method for conducting technical evaluations of the proposals and selecting recipients

		d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered
5. Noncompetitive proposal (sole source): Greater than micro-purchase threshold	\$10,000 and greater	a. May be used only when item is available from a single source, the public exigency or emergency will not permit a delay resulting from competitive solicitation, federal awarding agency expressly authorizes its use, or after solicitation of a number of sources competition is determined inadequate b. Justification of the use must be documented c. Any research on availability from multiple sources must be documented and retained d. Any initial solicitations from multiple sources which are concluded to be inadequate, and such reasoning, must be documented

- B. Documentation of Procurement Activities.** FBA shall document the entire procurement process including specification analysis and cost analysis which shall be retained for a period as specified in FBA record retention policy or the applicable government contract, whichever is longer, and is subject to review at any time. The procurement file should include a justification for the lack of competition if competitive bids or offers are not obtained including efforts to broaden specifications in order to garner additional vendor responses. FBA shall maintain files on all quotations solicited and offers or bids received and any criteria for selection. In all instances in which the lowest bid is not awarded in the contract, justification for the selection must be contained in the file. Documentation must be complete, accurate, and auditable.
- C. Micro-purchase and Small purchase procedures:** FBA requires a higher standard of documentation than the standard set forth in Uniform Guidance. This standard shall be applied to the term of each contract, so if multiple years are covered, the sum of the annual cost of all years will determine the dollar threshold.

Dollar Threshold	Approval	Requirements
\$1 - \$4,999	Dept. Director	Same as Small purchase under Uniform Guidance, II.A.2.
\$5,000 - \$10,000	Dept. Director & CFO	Same as Small purchase under Uniform Guidance, II.A.2.
\$10,001 - \$50,000	Dept. Director, CFO & CEO	Same as Small purchase under Uniform Guidance, II.A.2. except a minimum of 3 quotes is required
\$50,001-\$250,000	All of the above (and Board Consent if non-budgeted expenditure)	Method II.A. 2, 3 or 4 may be used.

- D. Sole Source** purchases must follow II.A.5.

- E. **Purchase and Signatory Authority.** FBA shall maintain a policy which clearly outlines its authorized purchasers and signatories and their respective purchasing and signatory authority.

III. Direct and Indirect Costs

- A. **Direct Costs.** Direct costs include those costs that are incurred specifically for one award or non-Federal function. FBA identifies and charges these cost exclusively to each award or program.
- B. **Indirect Costs.** Indirect costs are those costs that either benefit more than one award (overhead costs) or non-federal function or that are necessary for the overall operation of FBA (management and general costs).
- C. **Allocation Methodology.** Expenditures will be evaluated and charged directly and indirectly based on their function and use. For allocation purposes, FBA will determine the most meaningful allocation base for each expense category related to the applicable federal program compared to overall expense. Relative pounds distributed, square feet allocated, or Full Time Equivalents may provide this basis. This percentage will serve as the allocation methodology for the award or program. The percentages will be evaluated annually.

IV. Additional Policies When Using Federal Funds to Purchase Items

- A. **Federal Debarment.** Before purchasing goods using federal funds, FBA must review the Federal Government's General Services Administration's "List of Parties Excluded from Federal Procurement of Non-Procurement Programs" and document that the bidder is neither debarred or suspended from doing business with the federal government nor delinquent in a debt to the United States as defined in OMB Circular A 1-29. An online search may be conducted at the Office of Inspector General, US General Services Administration website (<https://www.sam.gov>).
- B. **Minority & Women Owned Businesses.** FBA must take necessary affirmative steps to assure that minority and women-owned business enterprises are solicited and used when possible. Listings of such businesses are available on relevant federal, state, and municipal websites.
- C. **Property of Federal Government.** Equipment purchased with federal funds should be noted in the fixed asset record. Special rules apply to such equipment upon disposition.
- D. **Contracts above \$10,000.** Contracts above \$10,000 which use federal funds must contain certain clauses. See Appendix II of 2 CFR 200.
- E. **Additional Federal, State & Local Policies.** Some programs require compliance with additional administrative or procurement guidelines. See the applicable federal, state and local policies.

V. Document Approval & Tracking:

- A. Policy Owner: Chief Financial Officer
- B. Policy Approver: Audit and Finance Committee
- C. Origination Date:
- D. Last Date of Update: