



Request for Proposal (RFP)

AUDITING AND ACCOUNTING SERVICES

Alaska Industrial Development and Export Authority

RFP 24107

March 13, 2024

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1. SECTION - GENERAL INFORMATION

The Alaska Industrial Development and Export Authority (AIDEA) also referred as “Authority”, public corporation of the State of Alaska, is seeking proposals from Certified Public Accounting firms qualified to perform specific auditing and accounting services for the Authority.

The Authority is equal opportunity employers.

The Authority is component units of the State of Alaska, constituting political subdivisions within the Department of Commerce, Community and Economic Development, but each with separate and independent legal existence.

The Authority is governed by a Board consisting of five members of the general-public appointed by the Governor, the Commissioner of Commerce, Community and Economic Development, and the Commissioner of Revenue.

AIDEA is required by AS 44.88.200 to have its financial records audited annually. AIDEA’s most restrictive bond covenant relating to the annual audit requires that audited financial statements be received by bond trustees within 120 days after the June 30 fiscal year end (i.e. no later than October 28).

As component unit of the State of Alaska, AIDEA is required to provide accounting schedules that will be part of the State’s Comprehensive Annual Financial Report (CAFR). These schedules are derived from the standalone financial statements and may require approval by AIDEA’s auditors.

The State of Alaska, Department of Administration, and the Division of Finance (DOF) requires a draft of the financial statements by the first business day of October and a final financial statement two weeks (or ten business days) following that date. The Federal Single Audit preliminary draft is due to the DOF on the last Friday of April, the draft is due the last Friday of September and the final is due the tenth business day in October. Additionally, the Boards of the Authority request time to review and approve the financial statements prior to being issued.

The Contract is anticipated to begin in May of 2024.

1.1 AIDEA’s Mission:

The primary mission of AIDEA is to promote, develop, and advance economic growth and diversification in Alaska by providing various means of financing and investment. AIDEA may adopt regulations, acquire ownership interests in projects, lease projects, issue bonds, and acquire and manage projects.

AIDEA has a number of programs through which it conducts its economic development activities. AIDEA conducts the majority of its business within the Revolving Fund. Revolving Fund programs include; the loan participation program; the development finance program; the revenue bond program; and the business and export assistance program. Economic development activities are also undertaken in the Sustainable Energy Transmission and Supply (SETS) development program, the Arctic Infrastructure Development Fund (AIDF), the Small Business Economic Development Revolving Loan Fund, and the Rural Development Initiative Fund.

These programs provide a primary source of financing for economic development within the State of Alaska. The following links include our most recent Financial Statements and Annual Reports to provide additional understanding of the programs and activities of the Authority:

<http://www.aidea.org/About/NewsPublications/Publications/FinancialStatements.aspx>

<http://www.aidea.org/About/NewsPublications/AnnualReports.aspx>

2 SECTION - INTRODUCTION & INSTRUCTIONS

2.1 Pre-Proposal Conference:

A non-mandatory, telephonic, pre-proposal meeting is scheduled for **March 22, 2024 at 10:00 AM**. Potential Offerors may attend telephonically by calling:

Phone Number **+1 907-313-5678, 475986284#**,

Phone **Conference ID: 475 986 284#**

The purpose of the conference is to discuss the work to be performed with the prospective offerors and to 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.

2.2 Subcontractors And Joint Ventures:

Subcontractors and Joint Ventures will not be allowed.

2.3 Contract Personnel:

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project manager. Personnel changes that are not approved by the Authority may be grounds for the Authority to terminate the Contract.

3 SECTION - REQUIREMENTS FOR RFP - OFFEROR RESPONSE

3.1 Submission of Proposals:

Offeror shall carefully review this RFP for defects and questionable or objectionable material. Questions concerning defects or questionable material must be delivered in writing to the Contracting Officer before **1:00 p.m., April 04, 2024**.

If submitting a hard copy proposal, Offerors must submit one hard copy of their proposal to the Chief Procurement Officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Alaska Industrial Development and Export Authority

Attention: Kelly Noble

Request for Proposal (RFP) Number: **24107**

RFP Title: **Auditing and Accounting Services**

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to procurement@aidea.org as separate, clearly labeled attachments, such as:

- "Vendor A – Technical Proposal.pdf"; and
- "Vendor A – Cost Proposal.pdf"

(Vendor A is the name of the Offeror). The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it with enough time to ensure the email is delivered by the deadline for receipt of proposals.

It is the Offeror's responsibility to contact the issuing agency at **907-771-3909** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

Proposals submitted in response to this RFP must remain valid for at least ninety (90) calendar days from the date the Authority designates as the deadline for submitting proposals, plus any addenda or extensions to the RFP, and for an additional contractual term if the Offeror should enter into a Contract with the Authority to perform work or provide services as described in this solicitation.

Offerors may only submit one proposal for evaluation. Offerors proposals must arrive at the below physical address or email address and be date/time stamped no later than **1:00 p.m., April 04, 2024**. Failure to meet this deadline will result in rejection of the proposal, and the proposal will be returned to Offeror without further consideration.

3.2 Reservations:

The Authority reserve the right to accept or reject any or all proposals. The Authority may require proposals to be clarified or supplemented through additional written submissions. The Authority will not be subject to payment for costs incurred for proposal preparation or Contract preparation as a result of valid and legal termination of this RFP or termination of any Contract resulting from the award of the RFP.

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 Chief 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 state. If an Offeror does so, the Chief Procurement Officer may determine the proposal to be a non-responsive counteroffer 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 Chief Procurement Officer.

The authority reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

A proposal from a debarred or suspended Offeror shall be rejected.

3.3 Contractual Agreements:

The basic agreement between the parties shall be the Contract for Auditing and Accounting Services, plus attachments. A sample Contract is provided as a separate document.

Unless stated otherwise herein, the basic and governing language of the contractual agreement resulting from this solicitation shall be comprised of the Contract, this RFP, including all documents, any attachments and amendments, and the successful Offeror's signed proposal. In the event of a conflict between the documents, the Contract shall govern.

3.4 Terms of Contract:

The term of the Contract will be two (2) years with the option to extend up to three (3) additional one (1) year periods at the sole discretion of the Authority.

The Contractor shall provide services as identified and authorized by sequentially numbered Notice to Proceed (NTPs). The Contractor shall not perform services or incur billable expense except as authorized by a NTP.

The Contractor shall be responsible for all tasks and services authorized by a NTP signed by the Project Manager and shall perform such services in accordance with the project schedule.

The Chief Financial Officer (CFO), or his/her designee, will administer any Contract that results from this solicitation. Contact with other Authority staff, if necessary, will be coordinated through the CFO, or his/her designee.

3.5 Minimum qualifications and mandatory information to be provided:

3.5.1 Minimum Qualifications:

Offerors must satisfy certain minimum standards to be considered qualified to provide auditing and accounting services to AIDEA.

Offerors are strongly encouraged to review the minimum qualifications specified in this section to avoid submitting a proposal that would immediately be rejected on technical grounds or as non-responsive. **Failure to clearly demonstrate that the Offeror meets all minimum requirements of this RFP will automatically disqualify the Offeror's proposal from further consideration by the Authority.**

- (A) The Offeror must clearly demonstrate and present documentation proving that the Offeror is an experienced and reputable Certified Public Accounting firm by submitting the following:
- (1) Provide evidence the Firm is in good standing in the AICPA or other nationally-recognized organization of Certified Public Accountants;
 - (2) Provide evidence of the Firm's Certification as a CPA qualified to do business in the State of Alaska.

3.5.2 Mandatory information to be provided:

The Offeror's proposal should be organized and presented in the following format and progression.

Although Offerors are encouraged to provide any/all information, which they wish to be considered in support of their proposal, **Offerors must, at a minimum, submit the following information:**

A. OFFEROR INFORMATION OFFEROR STATEMENT OF QUALIFICATIONS FORM

Proposals must include a fully completed and signed Offeror Statement of Qualifications form. At a minimum, the information required by the form and attachments thereto must be submitted; other data may also be included as deemed relevant by the Offeror.

B. PROPOSED WORKPLAN

The Offeror must also include a Workplan that demonstrates the Offeror's comprehension of the objectives and scope of services anticipated by this RFP, without merely duplicating the Scope of Services provided in Section 4 of the RFP.

The Workplan must clearly describe and detail the Offeror's proposed approach to timely perform and complete all services required by the RFP and must include a profile of Offeror firm's individual staff anticipated to be assigned to complete the service.

For all other individuals listed in the Offeror's proposal who may actually render services to the Authority, please indicate their relevant experience. Discuss the availability and proximity of all individuals listed and the type of commitment Offeror's firm is willing and capable of making to the Authority.

C. COST/FEE PROPOSAL

Offerors must provide the Cost/Fee Proposal Forms provided as Attachment 6.1 to this solicitation. Failure to provide cost information on the form provided may result in rejection of Offeror's proposal as non-responsive.

Costs/fees must be quoted in U.S. funds and include applicable federal duty, brokerage fees, and transportation costs in order that all services may be provided without further cost. Costs/fees quoted must be exclusive of federal, State and local taxes. Offeror shall provide firm fixed fee quotes for:

- 1) Examination and Issuance of the June 30, 2024 – 2026 financial statements, with extensions possible under the Contract for up to three (3) additional years. Proposals must include a maximum fixed fee for each year;
- 2) Perform Federal Single Audits, as required;
- 3) Prepare letters of compliance for bond trustees;
- 4) Perform agreed upon procedures and other audit, accounting, technical services, and consultation, as required.

Except as provided in the following paragraph, this will be a fixed fee Contract. Specifically, fees for items above will be fixed and all-inclusive. The Authority will not reimburse the Offeror for any expenses or other costs in addition to the agreed-upon fees.

Fees for Other Accounting Services (Item 4 above) shall be on an hourly basis and may, if agreed in advance in writing, include reimbursement of reasonable and necessary out-of-pocket expenses. The response to this request must include hourly billing rates by various staff levels.

4 SECTION - SCOPE OF SERVICES

4.1 Examination of Financial Statements (by September 30):

The Offeror will perform examinations of the separate financial statements of AIDEA, for the fiscal year ending June 30, 2024, and subsequent years under the terms of the Contract, and issue opinions thereon. The examinations will be made in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States.

As part of the annual audit, the Offeror shall prepare a Letter to those charged with Governance for AIDEA. If determined necessary, The Offeror shall prepare a separate Management Letter for AIDEA after the completion of each audit for submission to Board and management.

The examinations will also include the preparation of various required special letters, reports, and auditor certifications as detailed in Attachment 6.5.

4.2 Federal Single Audit Report (by September 30):

The Offeror will perform Federal Single audits relating to the Authority involvement in federally funded programs, as required. AIDEA has received federal monies in prior years. Go to AIDEA website here to review recent federal single audit reports:

<http://www.aidea.org/About/NewsPublications/Publications/FinancialStatements.aspx>

4.3 Other Accounting Services:

During the period of the Contract, situations may arise in which the Authority have need of additional accounting and/or tax services.

Additional accounting services may be requested from time to time, including those to (i) review and comment on the various systems of internal accounting and financial controls, (ii) enhance the development of the Authority automated accounting systems for financial transaction, (iii) research GASB standards and guidance related to the treatment of complex and specialized accounting transactions; (iv) issue opinion letters relating to the clarification or application of accounting regulations as they relate to the Authority financial matters; (v) provide guidance as needed in the implementation of new accounting standards; (vi) perform agreed upon procedures for specified purposes; (vii) examine or review third party accounting records; and/or (viii) prepare drafts of the financial statements, or federal single audit report including notes thereto, if requested.

The volume and subject matter of such work, if any, that may be needed cannot be predicted. The assignment of such work to Offeror will be solely at the Authority discretion, and the award of a Contract pursuant to the RFP will not preclude the Authority from assigning any such work to others.

Any work to be performed pursuant to this section must be authorized in writing. This written approval must be received prior to the work being initiated.

4.4 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 manager. The Authority may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Contract. The project manager may instruct the Contractor to make corrections or modifications if needed in order to accomplish the Contract's intent. The Contractor will not unreasonably withhold such changes.

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

4.5 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 manager 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 3 AAC 100.560.

The Contractor will not commence additional work until the project manager has secured any required Authority approvals necessary for the amendment and has issued a written Contract amendment, approved by the Authority or the designee.

4.6 Nondisclosure and Confidentiality:

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

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

Additional information that the Contractor shall hold as confidential during the performance of services under this Contract include, but not limited to:

- **Financial Statement**
- **Federal Single Audit Report**
- **Other Accounting Services**

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

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which

now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

4.7 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.

4.8 Insurance Requirements:

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 Chief Procurement Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. 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.

As required by Appendix B2, Evidence of Insurance executed by the carrier's representative and issued to the Authority, shall consist of a Certificate of Insurance or the policy declaration page with required endorsements and certifications included or attached. If a certificate is provided such evidence must include language substantially as follows:

"All policies described herein comply with all aspects of the insurance requirements of the Contract Documents for:

Project Title: **24107**

Project Number(s): **"Auditing and Accounting Services"**

A copy of insurance requirements for this Contract is attached for your convenience. We suggest you provide a copy of the insurance requirements and this letter to your carrier(s).

Note: You are reminded that your insurance carrier must list the AIDEA as an additional insured for all liability coverage per the contract specifications. The Certificate Holder shall be as follows:

Alaska Industrial Development and Export Authority (AIDEA)

24107 - Auditing and Accounting Services

813 West Northern Lights Blvd.

Anchorage, Alaska 99503

4.9 Termination for Default:

If the Project Manager or Chief Procurement Officer 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 Alaska Industrial Development and Export Authority may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

5 SECTION EVALUATION CRITERIA

5.1 Evaluation of Proposals:

The Authority will appoint an evaluation committee to review the proposals submitted.

Any proposals received by the Authority that may be missing any or all of the mandatory information required by this RFP will be determined to be non-responsive and will not be evaluated by the Authority. Offerors must ensure that their proposal has included each and every item listed under Section 3.5 (Minimum Qualifications and Mandatory Information to be provided) and has thoroughly responded to all requirements and provisions of Section 3.5.1 through 3.5.2. The Authority will not be responsible for notifying Offerors of any deficiencies in proposals.

5.2 Evaluation Scoring:

The evaluation committee will weigh proposal components as follows:

5.2.1 Offeror Information (20%)

Offeror must submit a fully completed and signed Offeror Statement of Qualifications form, which is enclosed as Attachment 6.3. **At a minimum, all information required by the form and attachments thereto must be submitted; other data may also be included as deemed relevant by the Offeror.**

- (A) Completed Offeror Statement of Qualifications form (Attachment 6.3) shall be considered an integral part of the Offeror's proposal, and must be signed by the individual(s) who is (are) authorized to bind the Offeror contractually. The Offeror Statement of Qualification indicates the signer is so authorized and must indicate the title(s) or position(s) the signatory(ies) hold in the Offeror's firm and will also contain at least the following information:
 - (1) The Offeror's name, address, email address, telephone and facsimile numbers;
 - (2) A statement expressing the Offeror's unconditional willingness to perform the services described in this RFP;
 - (3) A statement that staff and other resources which are required to perform the services described in this RFP will be made available to the Authority as required;
 - (4) Name, title, address, email address, telephone and facsimile numbers of the proposed key staff who will be assigned to the Authority account;
 - (5) The Offeror's Federal Employer Identification number;
 - (6) A statement as to whether the Offeror's firm has signed a consent agreement, has had an unfavorable judgment entered against the firm or has been involved in an unfavorable arbitration settlement in the past two (2) years; and
 - (7) Disclosure of any conflict of interest.

- (B) Offeror must also submit attachments to the Offeror Statement of Qualifications, including but not limited to:
 - (1) Five (5) references of current clients (names and telephone numbers) for whom similar work is performed;
 - (2) One (1) reference from a previous client (name and telephone number) for whom similar work was performed but for whom the Offeror no longer provides such services; and
 - (3) Resumes of key staff;
 - (4) Documentation of electronic data transfer capability;
 - (5) License, insurance, bonding, business license; and
 - (6) Organizational documents.

5.2.2 Proposed Workplan (30%):

The Offeror must also include a Workplan that demonstrates comprehension of the objectives and scope of services anticipated by this RFP, without merely duplicating the Scope of Services provided in Section 4 of the RFP.

The Workplan must clearly describe and detail the Offeror's proposed approach to timely perform and complete all services required by the RFP and must include a profile of Offeror firm's individual staff anticipated to be assigned to complete the service.

For all other individuals listed in the Offeror's proposal who may actually render services to the Authority, please indicate their relevant experience. Discuss the availability and proximity of all individuals listed and the type of commitment Offeror's firm is willing and capable of making to the Authority.

5.2.3 Cost/Fee Proposal (40%):

The Offeror must provide all cost/fee information on the Cost/Fee Proposal Form for AIDEA supplied as Attachment 6.1 to this solicitation. **Failure by the Offeror to supply information on the form provided, or to supply adequate and complete information, will result in the Offeror's proposal being rejected as non-responsive.**

Costs/fees must be quoted in U.S. funds and include applicable federal duty, brokerage fees, and transportation costs in order that all services may be provided without further cost. Costs/fees quoted must be exclusive of federal, State and local taxes. Offeror shall provide firm fixed fee quotes for the following:

- (A) Services provided during the five (5) year term of the Contract, assuming optional renewals;
- (B) Federal Single Audit, cost per audit;
- (C) Other accounting services provided pursuant to Section 4.4 aggregating 500 hours (100 hours per year) allocated as follows:
 - 1. Partner: 10%
 - 2. Manager: 20%
 - 3. Senior: 20%
 - 4. Staff: 50%

5.2.4 Alaska Offeror Preference (10%)

Per 2 AAC 12.260, if an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the Offeror's overall evaluation score.

5.3 Award Factors:

If applicable, the Contracting Officer or his/her designee will conduct negotiations with responsive and responsible Offerors whose proposal, when considered with all other proposals submitted in response to this solicitation, best meet the needs of the Authority.

Upon selection of the apparently successful Offeror(s), The Authority will issue a "Notice of Intent to Award." Copies of this Notice will be faxed and/or mailed to all Offerors who submitted proposals in response to this RFP.

Following a ten (10) day appeal period, the Authority will enter into negotiations with the apparent successful Offeror. Should contractual negotiations with the apparently successful Offeror be determined unsuccessful, AIDEA reserve the right to either negotiate with the Offeror who submitted the next highest scoring proposal or to cancel the RFP.

5.4 Unauthorized Negotiations:

In no event shall a prospective Offeror, or the apparently successful Offeror, enter into discussions or negotiations with representatives of the Authority other than the Chief Procurement & Contracting Officer, or her designee.

5.5 Other Factors/Requirements:

In accordance with the AIDEA Procurement regulations, all proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to issuance of the Notice of Intent to Award a contractual agreement. Thereafter, proposals will become public information.

6 SECTION Attachments

The following materials are included to assist in responding to this RFP:

6.1 Cost /Fee Proposal Form Aidea

6.2 Offeror Statement of Qualifications

6.3 Reports Related To Annual Audit

6.4 Attachment Former Employee's Certification of Eligibility under the Alaska Executive Branch Ethics Act

6.5 Appendix B2 Indemnity and Insurance

6.6 Alaska Bidder Preference Certification

6.7 Certification of Contractor and Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

6.8 Sample of Standard Agreement Form for Professional Services

6.1 ATTACHMENT Cost Fee Proposal Form for Alaska Industrial Development and Export Authority (AIDEA)

TO BE COMPLETED BY OFFEROR:

This Cost/Fee Proposal Form is submitted as part of a proposal in response to the solicitation entitled **AUDITING AND ACCOUNTING SERVICES (RFP 24___)**.

The name of the Offeror firm is:

INSTRUCTIONS FOR COMPLETING FORM:

Respond to every question or blank space provided on this form. If the information required is not applicable, enter "N/A." If the form does not provide enough space to adequately respond to any question or request for information, enter "see attached explanation" in the space provided, and attach the additional pages of information. Clearly identify the portion of the form you are responding to, and attach the information in the proper order.

A. EXAMINATION OF FINANCIAL STATEMENTS:		FIRM FIXED FEE:
FY2024		\$
FY2025		\$
FY2026		\$
*FY2027		\$
*FY2028		\$
<i>(* if extended)</i>		
TOTAL COST/FEES FOR EXAMINATION OF FINANCIAL STATEMENTS (all years)		\$

B. FEDERAL SINGLE AUDIT REPORT:		FIRM FIXED FEE:
Cost per federal single audit		\$
TOTAL COST:		\$

C. BOND COMPLIANCE REPORT		FIRM FIXED FEE:
Cost per bond compliance report		\$
TOTAL COST:		\$

D. OTHER ACCOUNTING SERVICES:			
STAFF:	HOURLY RATE:	ESTIMATED HOURS	FIRM FIXED FEE:
Partner	\$	50	\$
Manager	\$	100	\$
Senior	\$	100	\$
Staff	\$	250	\$
TOTAL OTHER ACCOUNTING SERVICES			\$

TOTAL A, B, C AND D **\$** _____

PREPARED BY:

(Name) _____

(Title) _____

(Date) _____

OFFEROR'S SIGNATURE:

By signature on this document, the Offeror certifies that all terms and conditions, including fee or price quotes submitted as a part of the Offeror's response to this solicitation shall remain effective for a period of not less than ninety (90) days from the date the Authority designate as the deadline for submitting proposals; plus any addenda or extensions to the RFP, and for an additional contractual term, if the Offeror should enter into a Contract with the Authority to perform work or provide services as described in this solicitation. The Offeror further acknowledges and agrees that its proposal and all other material submitted will become the property of the Authority.

The Firm Fixed Fee proposal submitted by the Offeror pursuant to Section 3.5.2 of this RFP is submitted with the understanding that the Authority activities and programs may change from time to time and the reporting requirements will be adjusted accordingly. To the extent the Authority activities and programs change, the result of which is to materially increase or decrease the work required of the Offeror to perform the services defined in this solicitation, either party may provide the other with a written request supported by documentation, which substantiates an equitable adjustment to the Firm Fixed Fee proposal. Neither party may unreasonably withhold its approval of a properly documented and substantiated request for fee adjustment.

Any request for adjustment to the Firm Fixed Fee proposal must be based upon a material change to the Authority activities and/or programs such as merger or complete reorganization. "Material change" is defined as a change, which results in at least a twenty-five percent (25%) increase, or decrease in programs and associated activities.

NOTE: FAILURE BY OFFEROR TO SIGN AND DATE THIS COST/FEE PROPOSAL FORM WILL RESULT IN THE AUTHORITY REJECTING THE OFFEROR'S PROPOSAL AS NON-RESPONSIVE.

Offeror Signature and Date of Signature

Typed or Printed Name of Offeror

Title

Company Name/Tax I.D. Number

Mailing Address

Telephone Number

Email

6.2 ATTACHMENT Offeror Statement of Qualifications

TO BE COMPLETED BY OFFEROR:

This Offeror Statement of Qualifications is submitted as part of a proposal in response to the solicitation entitled Auditing and Accounting Services; Alaska Industrial Development & Export Authority (RFP #24107).

The name of the Offeror firm is: _____

INSTRUCTIONS FOR COMPLETION OF THE OFFEROR STATEMENT OF QUALIFICATIONS:

Respond to every question or blank space provided on this offeror statement of qualifications. If the information required is not applicable, enter "N/A." If the offeror statement of qualifications does not provide enough space to adequately respond to any question or request for information, enter "see attached explanation" in the space provided, and attach the additional pages of information. Clearly identify the portion of the offeror statement of qualifications you are responding to, and attach the information in the proper order.

The Offeror's submission is not limited to information or documentation required by this offeror statement of qualifications. The Offeror is encouraged to submit additional or supplemental information to substantiate Offeror's experience and qualifications.

OFFEROR STATEMENT OF QUALIFICATIONS

BY A PROPERLY AUTHORIZED SIGNATURE ON THIS DOCUMENT, OFFEROR HEREBY CERTIFIES AND AFFIRMS THAT:

Section I: Disclosure, Pledges, and Promises

- 1. The proposal submitted was independently arrived at, without collusion, under penalty of perjury.

The Offeror has not, and will not disclose the terms and conditions of the proposal, directly or indirectly, to any other Offeror or interested person prior to Contract award unless otherwise required by law.

- 2. Each signature on the proposal and all addenda are considered to be a certification by the signatory that the signatory:

- a. Is the person from the Offeror's organization responsible for determining the prices and terms being offered in the proposal, and that the signatory has not participated and will not participate in any action contrary to Paragraph 1 above; and

- b. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated and will not participate in any action contrary to Paragraph 1 above.

(Insert full name of person(s) in the Offeror's organization responsible for determining the prices and terms offered in the proposal, and the title of his or her position in the Offeror's organization.)

- c. As an authorized agent of the Offeror, does certify that the principals named in Paragraph 2, Section b, have not participated and will not participate in any action contrary to Paragraph 1 above.
- d. As an authorized agent of the Offeror, has not personally participated and will not participate in any action contrary to Paragraph 1 above.

3. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror, the Offeror:
- a. () has, () has not, employed or retained any person or company to solicit or obtain the AIDEA Contract resulting from RFP 24107; and
 - b. () has, () has not, paid or agreed to pay any person or company employed or retained to solicit or obtain the AIDEA Contract resulting from RFP 24107, any commission, percentage, brokerage or other fee contingent upon or resulting from the award of a Contract.

If the answer to 3a or 3b above is affirmative, the Offeror shall include a full and written disclosure attached to this affidavit and addressed to the Authority Chief Procurement & Contracting Officer.

The Offeror acknowledges and agrees that any misrepresentation made by the Offeror subject to Paragraphs 3a and 3b above shall give the Authority the right to (1) terminate any subsequent Contract; (2) at its sole discretion, deduct from Contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the Contract.

4. To the best of Offeror's knowledge and in good faith, it is the Offeror's belief that the following named Authority employees or Authority Board Members may have a financial, business, or familial interest, direct or indirect, in or with the Offeror or Offeror's representative: (If none, so state.)

Authority Employee Name/Job Title

Authority Board Member(s)

Explanation of nature of Authority employee or Board Member(s) interest with Offeror or Offeror's representative: (If none, so state.)

The Offeror () is, () is not, an employee of the Authority. If the Offeror has previously served as an employee of the Authority, the Offeror certifies that his/her service was terminated () less than twenty-four (24) months ago, or () more than twenty-four (24) months ago.

5. The Offeror does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed or services to be supplied under the proposed the Authority Contract, and the Offeror's organizational, financial, contractual, or other interests may:
- a. Result in an unfair competitive advantage to the Offeror; or
 - b. Impair the Offeror's objectivity in performing the Contract work or providing the Contract services.

If the Offeror cannot respond affirmatively to 5a and 5b above, the Offeror shall include a full and written disclosure attached to this affidavit and addressed to the Authority Chief Procurement & Contracting Officer.

6. Neither the Offeror, nor any person or firm which has an interest in the Offeror's firm, is ineligible to:
- a. Be awarded Contracts by any agency of the United States Government, or the State of Alaska.

7. The Offeror certifies that:

- a. It has paid all required fees and is properly licensed and bonded to do business in the State of Alaska and within the local governing body in which any work or services subsequent to RFP 24107 is to be performed or provided.
- b. It complies and will comply with all laws of the State of Alaska, the applicable portions of the Federal Civil Rights Act of 1964, and the Equal Employment Opportunity Act as regulated by the State and federal governments and the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.
- c. The offeror certifies that all services provided under this Contract by the Contractor 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 Contracting officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals. The request must include a detailed description of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with these requirements may cause the Authority to reject the proposal as non-responsive, or cancel the Contract.
- d. The Offeror certifies that all terms and conditions, including fee or price quotes submitted as a part of the Offeror's response to this solicitation shall remain effective for a period of not less than ninety (90) days from the date the Authority designates as the deadline for submitting proposals, plus any addenda or extensions to the RFP, and for an additional contractual term if the Offeror should enter into a Contract with the Authority to perform work or provide services as described in this solicitation. The Offeror acknowledges and agrees that its proposal and all other material submitted will become the property of the Authority.
- e. No action, suit, proceeding, inquiry or investigation before or by any court or federal, State, municipal or other governmental authority is pending, or to the Offeror's knowledge is threatened against Offeror or affecting the assets, properties, or operations of the Offeror or its interests, which if determined adversely to Offeror would have material and adverse effect upon the consummation of transactions contemplated by, or the validity of, agreements between the Authority and the Offeror, or upon the financial condition, assets, properties or operations of Offeror. No employee employed by the Offeror's firm, or the Offeror's firm itself has been debarred, suspended, or otherwise prohibited from practice by any federal, State, or local agency.

f. If the Offeror is unable to affirmatively certify any statement under Paragraph (d) above, the Offeror shall include a full and written disclosure attached to this affidavit and addressed to the Authority Contracting Officer.

8. Offeror represents that the following attached information reflects a true and accurate description of the Offeror's experience and ability to perform all tasks anticipated under the Scope of Services detailed in the RFP.

OFFEROR'S SIGNATURE

By signature on this document, the Offeror hereby certifies that all statements contained herein are accurate and complete.

Offeror's representations concerning its qualifications will be construed as a covenant under any Contract subsequent to this RFP. Should it appear that Offeror has made a material misrepresentation on the Offeror Offeror Statement of Qualifications form, the Authority shall have the right to terminate the Contract for Offeror's breach, and the Authority may then pursue such remedies as exist under the Contract, or as otherwise are provided by law.

NOTE: OFFEROR'S FAILURE TO SIGN AND DATE THIS OFFEROR STATEMENT OF QUALIFICATIONS WILL RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL AS NON-RESPONSIVE.

Offeror Signature and Date of Signature

Typed or Printed Name of Offeror

Title

Company Name/Tax I.D. Number/Alaska Business License

Mailing Address

Telephone Number/Email

6.3 ATTACHMENT Reports Related To Annual Audit

(A) Annual Financial Statements Opinion in Hard Copy and Electronic File Format (by September 30): Audited financial statements, prepared as of June 30 for AIDEA's fiscal year then ended, for all programs and activities, prepared in accordance with generally accepted accounting principles. AIDEA will prepare all statements, footnotes and report schedules, unless the Offeror is specifically requested under this Contract to assist in the preparation of those reports. Offeror to perform audit tests and procedures related to the statements and activities and provide related opinion letter for each audit.

(B) Letter to Management in Hard Copy and Electronic File Format (by September 30):

Offeror will prepare and present this report to the members of the budget and audit subcommittee and the Board Members noting any material weaknesses in internal controls and opportunities to enhance operating efficiencies, which may have come to its attention during the course of its review.

(C) Federal Financial Assistance (Single Audit) Reports in Hard Copy and Electronic File Format (by October 15):

AIDEA will prepare all necessary schedules. The Offeror will provide all required reports, which have included the following:

- (1) Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance with Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
- (2) Independent Auditor's Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance
- (3) Schedule of Expenditures of Federal Awards
- (4) Notes to Schedule of Expenditures of Federal Awards
- (5) Schedule of Findings and Questioned Costs.

Contractor shall diligently work to complete all audit reports by the dates stated above in sections "A" through "D." Failure to complete reports by the stated deadline may result in termination of the Contract in accordance with the Termination provisions stated in Contract General Provisions and Standard Contract Terms. Article 5.

6.4 ATTACHMENT Former Employee’s Certification of Eligibility under the Alaska Executive Branch Ethics Act (AS 39.52.140, AS 39.52.180)

I am a former employee of the State of Alaska and left state service within the last two years. My last position with the state was [job title] with the [name of state agency and administrative unit]. I propose to work on [describe state contract or other matter] on behalf of [name of current employer]. This work will not involve any matter (a) that was under consideration by the state administrative unit that I served, and (b) in which I participated personally and substantially during my state service through the exercise of official action (“official action” means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction). I am therefore eligible to participate in this [contract or matter] under the Alaska Executive Branch Ethics Act. I also understand that as a former public officer I may not disclose or use information acquired in the course of my official duties that could in any way result in a benefit to me or my family, if the information has not been disseminated to the public, or that is confidential by law, without appropriate authorization.

I certify under penalty of perjury that the foregoing is true.

Dated: _____, 20__, at _____, Alaska.

[name of former state employee]

STATE OF ALASKA)
) ss.
_____ JUDICIAL DISTRICT)

On this _____ day of _____, 20__, [name of former state employee], whom I know to be the individual described in and who executed this certification, personally appeared before me and acknowledged that [s]he signed the certification as [her or his] free and voluntary act.

IN WITNESS WHEREOF, I have placed my signature and affixed my official seal.

Notary Public in and for Alaska

My commission expires: _____

If no notary or other official (judge, magistrate, U.S. postmaster or municipal clerk) is available, omit the notary certificate and include the following statement in the text: A notary or other official empowered to administer oaths is unavailable.

6.5 ATTACHMENT APPENDIX B2 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, AIDEA 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 notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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 claim.

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

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

6.6 ATTACHMENT Alaska Bidder Preference Certification
[AS 36.30.321\(A\)](#) / [AS 36.30.990\(2\)](#)

BUSINESS NAME:

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1.	2.
3.	4.
5.	6.

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

YES NO

If **YES**, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

YES NO

3) Has your business maintained a **place of business** within AIDEA **staffed by the bidder or Offeror** or an employee of the bidder or Offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

YES NO

If **YES**, please complete the following information:

A. Place of Business

Street Address: [Click or tap here to enter text](#)

City: [Click or tap here to enter text.](#)

ZIP: [Click or tap here to enter text.](#)

“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

YES NO

B. The bidder or Offeror, or at least one employee of the bidder or Offeror, must be a resident of AIDEA under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or Offeror OR at least one employee of the bidder or Offeror is physically present in AIDEA with the intent to remain in Alaska indefinitely and to make a home in AIDEA per [AS 16.05.415\(a\)\(1\)](#)?

YES NO

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

YES NO

3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in AIDEA of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

YES NO

4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

YES NO

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated or qualified to do business under the laws of AIDEA?**

YES NO

If **YES**, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

B. A **sole proprietorship** AND the proprietor is a resident of AIDEA?

YES NO

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of AIDEA?

YES NO

Please identify each member by name: [Click or tap here to enter text.](#)

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of AIDEA?

YES NO

Please identify each partner by name: [Click or tap here to enter text.](#)

Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?
 YES NO
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?
 YES NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
 YES NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
 YES NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

- (A) Served in the
 - (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
 - (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
- (B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

YES NO

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____

ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY

6.7 ATTACHMENT

**CERTIFICATION OF CONTRACTOR AND LOWER-TIER PARTICIPANTS
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION**

Contractor

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

I, _____ hereby certify on behalf
(Name and title of official)

of _____ that:
(Name of contractor)

- (1) The prospective contractor and lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. In the event, your company or any principals become ineligible from participating in federally funded transactions, you are required to notify us immediately.
- (2) When the prospective contractor and lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this _____ day of _____, 20____

By:

(Signature of authorized official)

(Title of authorized official)



6.8 Attachment - STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number 24107		2. Solicitation No. 24107		3. Agency Assigned Encumbrance Number	
4. Contract Title Auditing and Accounting Services				5. Alaska Business License Number	
This contract is between ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY (AIDEA) hereafter the Authority, and					
6. Contractor					Hereafter the Contractor
7. Mailing Address			Email:		
<p>8. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 24, 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.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract ends: October 31, 2024. The Contracting Agency Alaska Industrial Development and Export Authority (AIDEA) anticipated contract value \$_____ for the 2024-2026 calendar year, with the option to extend with (3) three subsequent annual option years. The duration may be up to five (5) years at the same rate, subject to appropriations.</p> <p>ARTICLE 4. Considerations: 4.1 In full consideration of the Contractor's performance under this contract, the Authority shall pay the Contractor a sum not-to-exceed \$_____ in accordance with the provisions of Appendix D. 4.2 When billing the Authority, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>					
11. Authority of Alaska Industrial Development and Export Authority (AIDEA)				Attention: AIDEA Payables	
Mailing Address 813 West Northern Lights Boulevard, Anchorage, AK 99503-2495				Email AIDEAAP@aidea.org	
12. 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 pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.			
Name of Firm		Signature		Date	
Typed or Printed Name & Title of Authorized Representative					
13. Alaska Industrial Development and Export Authority				Date	
		Date			
_____, AIDEA - Executive Director				_____, AIDEA - Chief Procurement Officer	

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

Appendix A.

General Provisions

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with 3 AAC 100.570 – 3 AAC 100.620.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in a contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with the Authority efforts which seek to deal with the problem of unlawful discrimination, and with all other Authority efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all Authority directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law.

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

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Authority of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant against Contingent Fees.

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

Article 15. Integration

The Standard Agreement for Professional Services set out on page 1, together with Appendices A, B, C, and D, contain the complete and final statement of the terms the parties have agreed upon with respect to the subject matter covered. No prior agreements, representations or negotiations, whether written or oral, that are not expressly set out in this contract shall be binding on, or enforceable against, or may be relied upon by, any party.

Article 16. Contract Personnel

The Authority reserves the right to approve or disapprove any change in the successful Offeror's project team members whose participation in the project is specifically offered in the proposal. Similarly, changes in the amount of participation by key project members will require AIDEA approval. This is to ensure that persons with vital experience and skill remain fully involved in the project.

Requests for any change in contractor personnel shall be submitted in writing to the Authority for the Authority's review and sign-off before the change is made. Contractor personnel changes not approved by the Authority may be cause for the Authority to terminate the contract.

Article 17. Subcontractors

The Authority must approve the use or replacement of subcontractors. The Contractor must provide a list of potential subcontractors, a one-page resume for each subcontractor including brief descriptions of previous work, and three references. Replacement of subcontractors may only be made in accordance with approval of the Project Manager and the terms of the final negotiated contract.

Article 18. Contract Invalidation

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

Article 19. Termination for Default

If the Contractor refuses or fails to perform the work, or any separable part thereof, with such diligence as will ensure its completion within the written contracted time frame, the Authority may, by written notice to the Contractor, terminate the right to proceed with the work or such part of the work as to which there have been delays. This clause does not restrict AIDEA termination rights under the general contract provisions of Appendix A, which is attached to this RFP in the contract documents package.

Article 20. Conflict of Interest

The Contractor may be precluded from participating in future projects during the period of the contract if the Authority determines that such work is in conflict with the performance of this contract and would result in a financial benefit to the Contractor.

Article 21. News Releases

News releases pertaining to the contract shall not be made without prior approval of the Project Manager. The Contractor will be required to coordinate with Project Manager before making any response to a request for information regarding any work or work products related to this contract.

Article 22. Contract Changes

During the course of performing the work required by this contract, the Contractor may be requested to perform additional work within the general scope of the contract.

When additional work is required, the Project Manager shall send to the Contractor a description of the work to be accomplished and request that a proposal be offered within a given time period. No additional work shall commence by the Contractor without an approved written contract amendment by the Procurement Officer.

Article 23. Confidentiality and Ownership of Documents

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the Authority or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of

Alaska classification and categorization guidelines (i) provided by the Authority to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

Article 24. Reimbursement to the Authority for Unacceptable Deliverables

The Contractor is responsible for quality, occurrence and completion of all work identified by the contract. All work shall be subject to evaluation and inspection by the Authority at all times to assure satisfactory progress, to be certain that work is being performed in accordance with the contract specifications, terms and conditions, and to determine if corrections and modifications are necessary. Should such inspections indicate substantial failure on the part of the Contractor, the Authority may terminate the contract for default. Furthermore, the Authority may require the Contractor to reimburse any monies paid (pro rata based on the identified proportion of unacceptable products received) and any associated damage costs.

Appendix B 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 notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

Appendix C

Description of Services

Should there be a conflict among documents, the following order of precedence shall govern the resolution of conflicts:

First, this contract document, Second, the RFP 24107, Third, Vendor's proposal.

Scope of Services:

The Alaska Industrial Development and Export Authority (AIDEA) also referred as "Authority", public corporation of the State of Alaska, is seeking proposals from Certified Public Accounting firms qualified to perform specific auditing and accounting services for the Authority.

1. Examination of Financial Statements (by September 30):

The Offeror will perform examinations of the separate financial statements of AIDEA, for the fiscal year ending June 30, 2024, and subsequent years under the terms of the Contract, and issue opinions thereon. The examinations will be made in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States.

As part of the annual audit, the Offeror shall prepare a Letter to those charged with Governance for AIDEA. If determined necessary, The Offeror shall prepare a separate Management Letter for AIDEA after the completion of each audit for submission to Board and management.

The examinations will also include the preparation of various required special letters, reports, and auditor certifications as detailed in Attachment 6.5.

2. Federal Single Audit Report (by September 30):

The Offeror will perform Federal Single audits relating to the Authority involvement in federally funded programs, as required. AIDEA has received federal monies in prior years. Go to AIDEA website here to review recent federal single audit reports:

<http://www.aidea.org/About/NewsPublications/Publications/FinancialStatements.aspx>

3. Other Accounting Services:

During the period of the Contract, situations may arise in which the Authority have need of additional accounting and/or tax services.

Additional accounting services may be requested from time to time, including those to (i) review and comment on the various systems of internal accounting and financial controls, (ii) enhance the development of the Authority automated accounting systems for financial transaction, (iii) research GASB standards and guidance related to the treatment of complex and specialized accounting transactions; (iv) issue opinion letters relating to the clarification or application of accounting regulations as they relate to the Authority financial matters; (v) provide guidance as needed in the implementation of new accounting standards; (vi) perform agreed upon procedures for specified purposes; (vii) examine or review third party accounting records; and/or (viii) prepare drafts of the financial statements, or federal single audit report including notes thereto, if requested.

Contract Term and Work Schedule:

The base period of this contract shall be from date **May 31, 2024 to May 30, 2026**.

It is anticipated that the Agency will award a two (2) year contract with the option for the Authority to renew three (3) one (1) year extensions term agreements for these services. The duration may be **up to five (5) years**.

The Authority may issue NTP's to more than one contractor under this contract.

Unless otherwise provided in this RFP, AIDEA and the successful Offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the Contracting Officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the Contracting Officer via a written contract amendment.

This RFP does not, by itself, obligate the Authority. The Authority's obligation will commence when the Executive Director of Alaska Industrial Development & Export Authority or the Executive Director's designee approves the contract. Upon written notice to the contractor, the Authority may set a different starting date for the contract. The Authority 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 Authority.

Minimum Qualifications

Offerors must satisfy certain minimum standards to be considered qualified to provide auditing and accounting services to AIDEA.

Offerors are strongly encouraged to review the minimum qualifications specified in this section to avoid submitting a proposal that would immediately be rejected on technical grounds or as non-responsive. Failure to clearly demonstrate that the Offeror meets all minimum requirements of this RFP will automatically disqualify the Offeror's proposal from further consideration by the Authority.

(A) The Offeror must clearly demonstrate and present documentation proving that the Offeror is an experienced and reputable Certified Public Accounting firm by submitting the following:

(1) Provide evidence the Firm is in good standing in the AICPA or other nationally-recognized organization of Certified Public Accountants;

(2) Provide evidence of the Firms Certification as a CPA qualified to do business in the State of Alaska.

Deliverables

The location of the services is statewide depending on the specific task awarded through future Notice to Proceeds (NTP's). Travel may be necessary at times with some tasks.

Assignments will be tasked at the discretion of the Authority. If agreement on scope, schedule, or costs for a specific project/NTP cannot be reached, the Authority reserves the right to terminate negotiations. Any changes to scope, schedule or budget requires an NTP amendment and is not effective until a signed amendment is issued.

The Authority shall not be obligated to the Contractor in any way if the Contractor acts on communications issued by anyone other than the Authority's Project Manager or his designee.

AIDEA makes no guarantee to any minimum or maximum amount of work that the contractor may perform under this contract. AIDEA shall issue Notices to Proceed (NTP) to authorize work against the contract.

Report monthly on each project with a synopsis of deliverables completed, hours worked by topic, and expenses incurred for each project. Any trip reports shall be submitted to the project manager within 30 days of travel.

Administrative Requirements

The Contractor shall not perform services or incur billable expense except as authorized by issued Notice to Proceed (NTP).

The Contractor shall be responsible for all tasks and services authorized by the Notice to Proceed (NTP) signed by the designee established by the Authority, and shall provide such services in accordance with the project schedule.

Submittal Requirements. Deliverables shall be compatible with standard commercial software, and submitted in PDF.

AIDEA reserves the right to amend the contract for the addition of as-needed tasks and extend the period of performance.

Insurance Required:

As required by Appendix B2, Evidence of Insurance executed by the carrier's representative and issued to the Authority, shall consist of a Certificate of Insurance or the policy declaration page with required endorsements and certifications included or attached. If a certificate is provided such evidence must include language substantially as follows:

“All policies described herein comply with all aspects of the insurance requirements of the Contract Documents for:

Project Title: 24107

Project Number(s): “Auditing and Accounting Services”

A copy of insurance requirements for this Contract is attached for your convenience. We suggest you provide a copy of the insurance requirements and this letter to your carrier(s).

Note: You are reminded that your insurance carrier must list the Alaska Industrial Development and Export Authority as an additional insured for all liability coverage per the contract specifications. The Certificate Holder shall be as follows:

**Alaska Industrial Development and Export Authority
24107 Auditing and Accounting Services 813 West Northern Lights Blvd.
Anchorage, Alaska 99503**

Appendix D

Payment for Services

This contract is a FIXED HOURLY RATE contract. Payment for services provided shall not exceed \$_____ for the period of performance of this contract and subject to availability of funds and need.

Contracted Rates:

The following table outlines fully loaded billing rates of all personnel:

Invoicing


The Contractor will submit monthly invoices detailing services performed in accordance with Appendix C. No payment will be made until the progress report and invoice has been approved by the Project Director.

The invoice must:

- reference the Contractor's name, address and phone number
- reference the contract number: **24107**
- include an invoice number
- Reference AIDEA
- itemize the contractual services provided during the period invoiced as described in Appendix C

The Contractor shall submit invoices to the address specified no later than 30 days after the end the period for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process. AIDEA will pay all invoices within thirty (30) days of invoice approval by the Project Director.

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

 NOTICE TO PROCEED & BILLING SUMMARY				NTP No: #REF! Agreement No: #REF! Accounting Ref No.: #REF! Contract Expiration Date: #REF!		
For: #REF! #REF! #REF!						
Contractor: #REF! Project Title: #REF! Category of Services: #REF!			NTP Completion Date: #REF! Amount of this NTP/Amend.: #REF! Method of Payment: #REF!			
NOTICE TO PROCEED						
BILLING SUMMARY						
This Invoice is for [] Progress [OR] Final Payment OR Sequential Invoice # for this []						
GL Account Code	Funding Exp. Date	Authorized Task Groups	Authorized To - Date	Prior Approved Paymen	This Billing	Total To - Date
Total Amount Authorized for All Groups			\$0.00			
Sum of Prior APPROVED Payments				0.00		
Sum for THIS INVOICE					0.00	
Sum of Prior Payments and this Invoice						0.00
Balance of Authorized Amount						\$0.00
Payment Request & Certification: (Contractor)						
			Signature _____ Date _____			
Department of Labor Close-Out Required? (Construction)			Name: #REF!			
Approval for						
PAYMENT RECOMMENDED (Agency Project Manager): I certify this invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule.			PAYMENT APPROVED (Authorized Agency Official): Based upon the Project Manager's recommendation and certification, I hereby approve payment.			
Signature _____			Signature _____ Date _____			
Name: #REF!			Name: _____			

**INSTRUCTIONS TO
CONTRACTOR for
COST REIMBURSEMENT NOTICE TO PROCEED (NTP)
& BILLING
SUMMARY**

- 1 Retain an unmarked, as issued, copy of this form to be used for reproduction and billing.
- 2 If this NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated on a copy of this NTP and return it within ten days after your receipt.
- 3 Submit monthly Invoices to the Agency Contract Manager named in this NTP. Provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries accurately completed:
 - a) Indicate if the Invoice is for Progress or Final Payment and show the Sequential Invoice Number for this NTP.
Entries in the following columns: Prior Approved Payments, This Billing, and Total to Date for each Task Group;
 - b) plus the SUM TOTALS for: Authorized To - Date, Prior APPROVED Payments, THIS INVOICE, Prior Payments plus this Invoice, and Balance of Authorized Amount.

Note "Prior APPROVED Payments" amounts may NOT be the same as the total of all your prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from your billing was paid without notification to you of the reason(s), attach a request for an explanation and remedial action.

- 4 Sign, date and enter printed or typed name under "PAYMENT REQUEST (Contractor)" thereby attesting to the following:

"By signature on this form, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Agreement and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."

5 When Applicable, ATTACH A CURRENT COPY OF EXHIBIT C-4, COST REIMBURSEMENT BILLING DETAIL FORM (from Appendix C of the Agreement) to each invoice. Internally check the form and correct mathematical extensions. The Contracting Agency may return erroneous invoices for correction before processing for payment.

- 6 Substantiate all charges in each billing, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.

- 7 Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.

- 8 When each NTP is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract scope.