



AUDITING AND ACCOUNTING SERVICES

Alaska Energy Authority

RFP 24121

March 18, 2024

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1. SECTION - GENERAL INFORMATION

The Alaska Energy Authority (AEA) 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.

AEA is required by AS 44.83.900 to have its financial records audited annually. AEA’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, AEA is required to provide accounting schedules that will be part of the State’s Annual Comprehensive Financial Report (ACFR). These schedules are derived from the standalone financial statements and may require approval by AEA’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 issuance.

The Contract is anticipated to begin in May of 2024.

1.1 AEA’s Mission:

The Alaska Energy Authority is an independent corporation governed by a board of directors with the mission to “reduce the cost of energy in Alaska.” AEA is the state's energy office and lead agency for statewide energy policy and program development.

AEA’s mission is to reduce the cost of energy in Alaska. AEA’s work is the delivery of core services and critical projects for improving energy safety, reliability and affordability. AEA has positive impacts in nearly every community and for ratepayers across Alaska. AEA was established in 1976 as an independent and public corporation of the State of Alaska with the explicit purpose of assisting with the development, operations and financing of energy projects around the state.

<https://www.akenergyauthority.org/Who-We-Are/Newsroom/Publications-and-Resources>

2 SECTION - INTRODUCTION & INSTRUCTIONS

2.1 Pre-Proposal Conference:

A non-mandatory, telephonic, pre-proposal meeting is scheduled for: **March 29, 2024 at 10:00 AM**. Potential Offerors may attend telephonically by calling:

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

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 **2:00 p.m., April 11, 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 Energy Authority
Attention: Selwin Ray
Request for Proposal (RFP) Number: **24121**
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 aeaprocurement@akenergyauthority.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 **907-771-3035** 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 **2:00 p.m., April 11, 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 three (3) years with the option to extend up to two (2) 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 AEA.

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.

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 two (2) additional years. Proposals must include a maximum fixed fee for each year;
- 2) Perform Federal Single Audits, as required;
- 3) 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 3 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 the 15th business day of October)

The Offeror will perform examinations of the separate financial statements of AEA, 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 AEA. If determined necessary, The Offeror shall prepare a separate Management Letter for AEA 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 the 15th business day of October):

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

<https://www.akenergyauthority.org/Who-We-Are/Newsroom/Publications-and-Resources>

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: **24121**

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 AEA as an additional insured for all liability coverage per the contract specifications. The Certificate Holder shall be as follows:

Alaska Energy Authority (AEA)
24121 - 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 AEA 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, AEA 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 AEA 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 AEA

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 Energy Authority (AEA)

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 24121)**.

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. 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, AND C **\$** _____

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 #24121).

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 AEA Contract resulting from RFP 24121; and
 - b. () has, () has not, paid or agreed to pay any person or company employed or retained to solicit or obtain the AEA Contract resulting from RFP 24121, 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 24121 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 the 15th business day of October)
Audited financial statements, prepared as of June 30 for AEA's fiscal year then ended, for all programs and activities, prepared in accordance with generally accepted accounting principles. AEA 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 the 15th business day of October):

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 the 15th business day of October):

AEA 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, AEA 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 AEA.

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
[AS36.30.321\(A\)](#) / [AS36.30.990\(2\)](#)

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 AEA **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 AEA 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 AEA with the intent to remain in Alaska indefinitely and to make a home in AEA 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 AEA 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 AEA?**

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 AEA?

YES NO

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

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 AEA?

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 _____

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

ALASKA ENERGY 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 Sample of Standard Agreement Form for Professional Services

PROFESSIONAL SERVICES AGREEMENT

Agreement No:

Project Title:

To this Agreement between **ALASKA ENERGY AUTHORITY**

hereafter the CONTRACTING AGENCY, and

hereafter the CONTRACTOR, effective on the last date executed by its parties, in consideration of the terms, conditions and promises of Articles 1 through 7 in this document, the parties hereby agree.

CONTRACTOR

Signature: _____
Name: XXXXXX Date _____
Title: _____

Signature: _____
Name: _____ Date _____
Title: _____

CONTRACTING AGENCY

Contract Manager

Executive Director

Signature: _____
Name: _____ Date _____
Title: Contracting Officer

Signature: _____
Name: Curtis Thayer Date _____
Title: AEA Executive Director

ARTICLE 1 - PURPOSE

1.1 The Contractor shall provide

ARTICLE 2 - COMPENSATION

2.1 The maximum amount payable under this Agreement as set out in Appendix C, shall not exceed:
and no/100 Dollars

(\$0.00)

ARTICLE 3 - PERIOD OF PERFORMANCE

3.1 CONTRACTOR shall commence services under this Agreement as authorized by written *Notice(s) to Proceed* and shall complete the services in accordance with any time schedule required by Appendices. This Agreement is of no force or effect until executed by the CONTRACTOR and the CONTRACTING AGENCY and no services shall be undertaken or performed until a Notice to Proceed is issued.

3.2 The Period of Performance under this Agreement shall end on _____.

ARTICLE 4 - APPENDICES

4.1 The following Appendices are attached to this document and incorporated herein:

<u>Appendix</u>	<u>Title</u>	<u>Date Prepared</u>	<u>No. Pages</u>
A	General Conditions,		
B	Statement of Services		
C	Compensation, Form 25A280, plus Exhibits: C-1, C-2, C-3, and C-4		
D	Indemnification & Insurance, Form 25A269, plus Certificates of Insurance (for the prime CONTRACTOR)		
E	Certification of Compliance (Alaska Licenses/Registrations and Insurance)		

ARTICLE 5 - CONTRACTING AGENCY DATA

Office Address

Street: 813 West Northern Lights Blvd.
PO Box:
City, State, Zip: Anchorage, AK 99503
Phone-Voice: 907-771-3036
Phone-FAX: 907-771-3044

Funding Source:

ARTICLE 6 - CONTRACTOR DATA

Manager:
Title:

Alaska Business License No.:
Federal Tax Identification No.:

Office Address

Street:
PO Box:
City, State, Zip:
Phone-Voice:
Phone-FAX:
Email:

Type of Firm

- Individual Partnership
- Corporation in state of:
- Other (specify): Limited Liability Corporation

ARTICLE 7 - SUBCONTRACTORS

7.1 CONTRACTOR shall perform all professional services required under this Agreement except as may be performed by the Subcontractors listed below or as may be allowed under Appendix A, Article A19.

Service or Engineering Discipline

Subcontractor

AEA GENERAL CONDITIONS

APPENDIX A

Agreement No:

Date Prepared:

INDEX

Article Number and Title

A1	Definitions
A2	Information and Services from Others
A3	Hold Harmless
A4	Insurance
A5	Occupational Safety and Health
A6	Equal Employment Opportunity
A7	Payments to the CONTRACTOR
A8	Changes
A9	Audits and Records
A10	CONTRACTING AGENCY Inspections
A11	Termination or Suspension
A12	Officials Not to Benefit
A13	Independent CONTRACTOR
A14	Proselytizing
A15	Covenant against Contingent Fees
A16	Precedence of Documents
A17	Endorsement on Documents
A18	Ownership of Work Products
A19	Subcontractors Successors and Assigns
A20	Claims and Disputes
A21	Extent of Agreement
A22	Taxes
A23	Governing Law
A24	Federal Aid Certification (Highways)
A25	Trade Restrictions
A26	Suspension and Debarment
A27	Additional Provisions

ARTICLE A1 DEFINITIONS

A1.1 Additional or Extra Services - Services, work products or actions required of the CONTRACTOR above and beyond provisions of the Agreement.

A1.2 Agreement – This Professional Services Agreement and its appendices that outline the terms and conditions regarding Contractor's services during the authorized period of performance.

A1.3 Amendment - A written change to this Agreement.

A1.4 Change - A revision in services, complexity, character, or duration of the services or provisions of this Agreement.

A1.5 Executive Director – Executive Director of the Alaska Energy Authority (AEA).

A1.6 CONTRACTING AGENCY – Alaska Energy Authority (AEA).

A1.7 Procurement Officer - The individual or a duly appointed successor designated as the official representative to administer contracts for the CONTRACTING AGENCY.

A1.8 CONTRACTOR - The firm (person or any business combination) providing services.

A1.9 Contractor's Manager - The CONTRACTOR's representative in responsible charge of the project(s) and directly answerable for the required services.

A1.10 Project Manager – CONTRACTING AGENCY's representative and the CONTRACTOR's primary point of contract with the CONTRACTING AGENCY.

A1.11 Funding Agency - An agency of a Federal, State, Political subdivision, or Local Government which furnishes funds for the CONTRACTOR's compensation under this Agreement and which may have established regulations and requirements binding upon the CONTRACTING AGENCY and the CONTRACTOR.

A1.12 Notice to Proceed (NTP) - Written authorization from the CONTRACTING AGENCY to the CONTRACTOR to provide all or specified services in accordance with an existing Agreement.

A1.13 Statement of Services - Services and work products required of the CONTRACTOR by this Agreement.

A1.14 Subcontractor - CONTRACTOR engaged to provide a portion of the services by subcontract with the firm which is a party to this Agreement.

ARTICLE A2 INFORMATION AND SERVICES FROM OTHERS

A2.1 The CONTRACTING AGENCY may, at its election or in response to a request from the CONTRACTOR, furnish information or services from other contractors. If, in the CONTRACTOR's opinion, such information or services is inadequate, the CONTRACTOR must notify the CONTRACTING AGENCY of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. The CONTRACTING AGENCY will then evaluate and resolve the matter in writing. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY may assume the information or services provided are adequate.

ARTICLE A3 HOLD HARMLESS

A3.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A4 INSURANCE

A4.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A5 OCCUPATIONAL SAFETY AND HEALTH

A5.1 The CONTRACTOR and its Subcontractors shall observe and comply with the Federal Occupational Safety and Health act of 1970 and with all safety and health standards promulgated by the Secretary of Labor under authority thereof and with all State of Alaska Occupational Safety and Health Laws and regulations.

ARTICLE A6 EQUAL EMPLOYMENT OPPORTUNITY

A6.1 The CONTRACTOR shall comply with the following applicable laws and directives and regulations of the CONTRACTING AGENCY which effectuate them; all of which are incorporated herein by reference:

Title VI of Federal Civil Rights Act of 1964;

Federal Executive Order 11625 (Equal Employment Opportunity);

Title 41, Code of Federal Regulations, Part 60 (Equal Employment Opportunity);

Title 49 Code of Federal Regulations, Part 21 (Discrimination);

Title 49, Code of Federal Regulations, Part 26 (Minority Business Enterprises);

Office of Management and Budget (OMB) circular 102, Attachment O (Procurement Standards);

Alaska Statute (AS) 18.80.200-300 (Discrimination).

A6.2 The CONTRACTOR may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical disability, sex, or marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on such basis. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, physical disability, sex, or marital status. 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.

A6.3 The CONTRACTOR shall state, in all solicitations or advertisements for employees to work in performance of this Agreement, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical disability, sex, or marital status.

A6.4 The CONTRACTOR shall send to each labor union or representative or workers with which the CONTRACTOR has a collective bargaining Agreement or other contract or understanding a notice advising the labor union or workers' 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.

A6.5 In the event the CONTRACTOR subcontracts any part of the services to be performed under this Agreement, the CONTRACTOR agrees to make good faith efforts to utilize Disadvantaged Business Enterprises, to affirmatively solicit their interest, capability and prices and to furnish documentation of the results of all such direct contacts on forms provided by or acceptable to the CONTRACTING AGENCY.

A6.6 The CONTRACTOR shall make, keep and preserve such records necessary to determine compliance with equal employment opportunity obligations and shall furnish required information and reports. All records must be retained and made available in accordance with Article A9, Audits and Records.

A6.7 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 these provisions will be binding upon each Subcontractor.

ARTICLE A7 PAYMENTS TO THE CONTRACTOR

A7.1 Payments shall be based on approved CONTRACTOR's invoices submitted in accordance with this article and the provisions of Appendix C. The sum of payments shall not exceed allowable compensation stated in Notice(s) to Proceed and no payments shall be made in excess of the maximum allowable total for this Agreement.

A7.2 The CONTRACTING AGENCY will exert every effort to obtain required Funding Agency approvals and to issue authorizations in a timely manner. CONTRACTOR shall not perform any services without a Notice to Proceed. Accordingly, the CONTRACTING AGENCY will not pay the CONTRACTOR for services or associated reimbursable costs performed outside those which are authorized by a Notice to Proceed.

A7.3 CONTRACTOR's invoices shall be submitted when services are completed or monthly, for months during which services are performed, as applicable, in a format provided by or acceptable to the CONTRACTING AGENCY.

A7.4 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with the disputed items.

A7.5 The CONTRACTOR shall submit a final invoice and required documentation within 90 days after final acceptance of services by the CONTRACTING AGENCY. The CONTRACTING AGENCY will not be held liable for payment of invoices submitted after this time unless prior written approval has been given by the Procurement Officer. Total payment of all Subcontractors and satisfactory compliance with Article A22, Taxes, are conditions precedent to final payment.

ARTICLE A8 CHANGES

A8.1 Changes (including "Supplemental Agreements") in the period of performance, general conditions, statement of services, or other provisions established by this Agreement may be made by written Amendment only. If such changes cause an increase or a decrease in the CONTRACTOR's cost, an equitable adjustment shall be made and specified in the Amendment. The CONTRACTOR shall not perform any additional or extra services prior to receiving a fully executed copy of an Amendment and a Notice to Proceed, except as the CONTRACTOR may be directed under the provisions of Article A20, Claims and Disputes.

A8.2 If at any time the CONTRACTING AGENCY through its authorized representatives, either verbally or in writing, requests or issues instructions for Additional or Extra Services or otherwise directs actions which conflict with any provision of this Agreement, the CONTRACTOR shall, within 30 days of receipt and prior to pursuing such instructions, so notify the CONTRACTING AGENCY in writing, and to the extent possible, describe the services and estimated cost of any Additional or Extra Services. The CONTRACTING AGENCY will then evaluate and, if appropriate, negotiate an Amendment. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY will conclude such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the CONTRACTOR without such notice.

ARTICLE A9 AUDITS AND RECORDS

A9.1 The CONTRACTOR shall maintain records of performances, communications, documents, correspondence and costs pertinent to this Agreement and the Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine such records and accounting procedures and practices.

A9.2 The Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine all books, records, documents and other data of the CONTRACTOR related to the negotiation, pricing and performance of this Agreement and any modification or change for the purpose of evaluating the accuracy, completeness and currency of the data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the data, computations and projections used.

A9.3 The materials described in this article shall be made available at a business office of the CONTRACTOR at all reasonable times for inspection, audit or reproduction, for a minimum of 3 years from the date of any resulting final settlement.

A9.3.1 If this Agreement is completely or partially terminated, records relating to the services terminated shall be made available for a minimum of 3 years from the date of any termination or resulting final settlement, whichever is later.

A9.3.2 Records which relate to appeals under Article A20, Claims and Disputes, or litigation or the settlement of Claims arising out of the performance of this Agreement shall be made available until such appeals, litigation or Claims have been concluded.*

ARTICLE A10 CONTRACTING AGENCY INSPECTIONS

A10.1 The CONTRACTING AGENCY has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the CONTRACTOR as may be engaged in the performance of this Agreement.

ARTICLE A11 TERMINATION OR SUSPENSION

A11.1 This Agreement may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the CONTRACTING AGENCY terminates this Agreement, the CONTRACTING AGENCY will pay the CONTRACTOR a sum equal to the percentage of work completed that can be substantiated in whole or in part either by the CONTRACTOR to the satisfaction of the CONTRACTING AGENCY or by the CONTRACTING AGENCY. If the CONTRACTING AGENCY becomes aware of any non-conformance with this Agreement by the CONTRACTOR, the CONTRACTING AGENCY will give prompt written notice thereof to the CONTRACTOR. Should the CONTRACTOR's services remain in non-conformance, the percentage of total compensation attributable to the nonconforming work may be withheld.

A11.2 The CONTRACTING AGENCY may at any time terminate (convenience termination) or suspend this Agreement for its needs or convenience. In the event of a convenience termination, or suspension for more than 3 months, the CONTRACTOR will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension plus reasonable expenses. No fee or other compensation for the uncompleted portion of the services will be paid except for already incurred indirect costs which the CONTRACTOR can establish and which would have been compensated for over the life of this Agreement, but because of the termination or suspension would have to be absorbed by the CONTRACTOR without further compensation.

A11.3 If federal funds support this Agreement, settlement for default or convenience termination must be approved by the Funding Agency.

A11.4 In the event of termination or suspension, the CONTRACTOR shall deliver all work products, reports, estimates, schedules and other documents and data prepared pursuant to this Agreement to the CONTRACTING AGENCY.

**ARTICLE A12
OFFICIALS NOT TO BENEFIT**

A12.1 No member of or delegate to Congress, United States Commissioner or other officials of the Federal, State, Political subdivision or Local Government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom.

**ARTICLE A13
INDEPENDENT CONTRACTOR**

A13.1 The CONTRACTOR and its agents and employees shall act in an independent capacity and not as officers or agents of the CONTRACTING AGENCY in the performance of this Agreement except that the CONTRACTOR may function as the CONTRACTING AGENCY's agent as may be specifically set forth in this Agreement.

A13.2 Any and all employees of the CONTRACTOR, while engaged in the performance of any work or services required by the CONTRACTOR under this Agreement, shall be considered employees of the CONTRACTOR only and not of the CONTRACTING AGENCY and any and all Claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all Claims made by a third party as a consequence of any negligent act or omission on the part of the CONTRACTOR's employees, while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the CONTRACTOR.

A13.3 This Agreement will be declared null and void should the CONTRACTING AGENCY determine that by Internal Revenue Service definitions the CONTRACTOR is an employee of the CONTRACTING AGENCY.

**ARTICLE A14
PROSELYTIZING**

A14.1 The CONTRACTOR agrees that it will not engage on a full or part time basis, during the period of this Agreement, any person or persons who are or have been employed by the CONTRACTING AGENCY during the period of this Agreement or during the 90 days immediately preceding the date of this Agreement except those who have been regularly retired or approved in writing by the CONTRACTING AGENCY.

**ARTICLE A15
COVENANT AGAINST CONTINGENT FEES**

A15.1 The CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Federal Department of Labor regulations (29 CFR, part 3), which are incorporated by reference and made a part of this Agreement.

A15.2 The CONTRACTOR warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this Agreement and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CONTRACTING AGENCY has the right to annul this Agreement without liability or, in its discretion, to deduct from the allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.

A15.3 The CONTRACTING AGENCY warrants that the CONTRACTOR or the CONTRACTOR's representative has not been required, directly or indirectly as an express or implied condition in obtaining or carrying out this Agreement, to employ or retain, or agree to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

**ARTICLE A16
PRECEDENCE OF DOCUMENTS**

A16.1 Components of this Agreement shall stand and prevail in the following order: Agreement over General Conditions; General Conditions over Statement of Services; Statement of Services over Basis of Compensation; Basis of Compensation over any appendices beyond Appendix C.

A16.2 If a "Request for Proposal" (RFP) and/or a proposal are appended to this Agreement, the components described in paragraph A16.1 shall stand and prevail over the proposal and the proposal over the RFP.

**ARTICLE A17
ENDORSEMENT ON DOCUMENTS**

A17.1 Endorsements and professional seals, if applicable, must be included on all final drawings, specifications, cost estimates and reports prepared by the CONTRACTOR. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

**ARTICLE A18
OWNERSHIP OF WORK PRODUCTS**

A18.1 Work products produced under this Agreement, except items which have pre-existing copyrights, are the property of the CONTRACTING AGENCY. Payments to the CONTRACTOR for services hereunder include full compensation for all work products produced by the CONTRACTOR and its Subcontractors and the CONTRACTING AGENCY shall have royalty free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such work products.

A18.2 Should the CONTRACTING AGENCY elect to reuse work products provided under this Agreement for other than the original project and/or purpose, the CONTRACTING AGENCY will indemnify the CONTRACTOR and its Subcontractors against any responsibilities or liabilities arising from such reuse. Additionally, any reuse of design drawings or specifications provided under this Agreement must be limited to conceptual or preliminary use for adaptation and the original CONTRACTOR's or Subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed and dated by the professional who is in direct supervisory control and responsible for all adaptation.

**ARTICLE A19
SUBCONTRACTORS, SUCCESSORS AND ASSIGNS**

A19.1 The CONTRACTING AGENCY must concur in the selection of any person or firm that may be engaged in performance of this Agreement to provide negotiable professional or technical services, products, etc., (vs. commodity items available to the general public in stores at market prices).

A19.2 If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by Amendments.

A19.3 The CONTRACTOR shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the Procurement Officer.

A19.4 The CONTRACTOR binds itself, its partners, its Subcontractors, assignees and legal representatives to this Agreement and to the successors, assignees and legal representatives of the CONTRACTING AGENCY with respect to all covenants of this Agreement.

A19.5 The CONTRACTOR shall include provisions appropriate to effectuate the purposes of this Appendix A in all subcontracts executed to perform services under this Agreement which may exceed a cost of \$25,000.

**ARTICLE A20
CLAIMS AND DISPUTES**

A20.1 If the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a Claim by the CONTRACTOR for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of this Agreement, the CONTRACTOR shall immediately inform the Procurement Officer. If the matter cannot be resolved within 7 days, the CONTRACTOR shall, within the next 14 days, submit an "Intent to Claim" in writing to the Procurement Officer.

A20.1.1 If the CONTRACTOR believes additional compensation is warranted, the CONTRACTOR shall immediately begin to keep and maintain complete, accurate and specific daily records concerning every detail of the potential Claim including actual costs incurred. The CONTRACTOR shall give the CONTRACTING AGENCY access to any such record and, when so requested, shall forthwith furnish the CONTRACTING AGENCY copies thereof.

A20.1.2 The Claim, if not resolved, shall be presented to the Procurement Officer, in writing, within 60 days following receipt of the "Intent to Claim". Receipt of the Claim will be acknowledged in writing by the Procurement Officer.

A20.1.3 The CONTRACTOR agrees that unless these written notices are provided, the CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition. The CONTRACTOR shall in any case continue diligent performance under this Agreement.

A20.2 The Claim shall specifically include the following:

A20.2.1 The act, event or condition giving rise to the Claim.

A20.2.2 The provisions of the Agreement which apply to the Claim and under which relief is provided.

A20.2.3 The item or items of project work affected and how they are affected.

A20.2.4 The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated.

A20.3 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Agreement provides entitlement to relief to the CONTRACTOR for such act, event, or condition.

A20.3.1 The Procurement Officer reserves the right to make written requests to the CONTRACTOR at any time for additional information which the CONTRACTOR may possess relative to the Claim. The CONTRACTOR agrees to provide the Procurement Officer such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the Claim.

A20.3.2 If the Claim is not resolved by Agreement within 90 days of its receipt, the Procurement Officer will issue a written decision to the CONTRACTOR.

A20.3.3 The CONTRACTOR shall certify that the Claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the CONTRACTOR's knowledge and belief, and that the amount requested accurately reflects the adjustment to the Agreement for which the CONTRACTOR believes the CONTRACTING AGENCY is liable.

A20.4 The CONTRACTOR will be furnished a written signed copy of the Procurement Officer's decision within 90 days, unless additional information is requested by the Procurement Officer. The Procurement Officer's decision is final unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a written Notice of Appeal to the Executive Director.

A20.5 Procedures for appeals and hearings are covered under 3 AAC 109.570.

ARTICLE A21 EXTENT OF AGREEMENT

A21.1 This Agreement including appendices represents the entire and integrated Agreement between the CONTRACTING AGENCY and the CONTRACTOR and supersedes all prior negotiations, representations or Agreements, written or oral.

A21.2 Nothing contained herein may be deemed to create any contractual relationship between the CONTRACTING AGENCY and any Subcontractors or material suppliers; nor may anything contained herein be deemed to give any third party Claim or right of action against the CONTRACTING AGENCY or the CONTRACTOR which does not otherwise exist without this Agreement.

A21.3 This Agreement may be changed only by written Amendment executed by both the CONTRACTING AGENCY and the CONTRACTOR.

A21.4 All communications that affect this Agreement must be made or confirmed in writing and must be sent to the addresses designated in this Agreement.

A21.5 The CONTRACTOR on receiving final payment will execute a release, if required, in full of all Claims against the CONTRACTING AGENCY arising out of or by reason of the services and work products furnished and under this Agreement.

ARTICLE A22 TAXES

A22.1 As a condition of performance of this Agreement, 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 Agreement.

ARTICLE A23 GOVERNING LAW

A23.1 This Agreement is governed by the laws of the State of Alaska and Federal and Local Laws and Ordinances applicable to the work performed. The CONTRACTOR shall be cognizant and shall at all times observe and comply with

such laws which in any manner affect those engaged or employed in the performance, or which in any way affects the manner of performance, of this Agreement.

ARTICLE A24
FEDERAL AID CERTIFICATION (HIGHWAYS)
(For Agreements exceeding \$100,000)

A24.1 The CONTRACTOR certifies, by executing this Agreement, to the best of his or her knowledge and belief, that:

A24.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employees of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and at the extension, continuation, renewal, Amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

A24.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A24.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

A24.3 The CONTRACTOR also agrees by executing this Agreement that the CONTRACTOR shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE A25
TRADE RESTRICTIONS

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally posed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**ARTICLE A26
SUSPENSION AND DEBARMENT**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/ proposal.

**ARTICLE A27
ADDITIONAL PROVISIONS**

A27.1 DELAY DAMAGES:

Unless CONTRACTOR notifies the Authority in writing or email no less than FIVE (5) calendar days in advance of a deliverable deadline that the deliverable may be delayed, delay damages may be incurred by the CONTRACTOR for each calendar day that the CONTRACTOR does not meet the deliverable deadlines in the current approved project schedule. The project schedule may be modified at any time as agreed upon in writing or email by the CONTRACTOR and the Project Manager. In no case shall the agreed upon schedule end date exceed the end date of the current Notice to Proceed (NTP) without first amending the NTP.

Delay Damages

Days Late	Delay Damages per Day
1 to 7 days	\$200.00
8 to 14 days	\$300.00
15 to 21 days	\$400.00
21 days plus	\$500.00

*NTE Not to Exceed \$10,000.00

These are delay damages and not penalties. These charges shall reimburse the Authority for additional expenses incurred due to CONTRACTOR'S failure to complete the work within the time specified. Allowing the CONTRACTOR to continue and finish the work or any part of it after the scheduled date has passed does not waive the Authority's rights to collect delay damages. Delay damages collection shall be in the form of payment withheld from the associated NTP. If no money is due the CONTRACTOR, the Authority may recover these sums from the CONTRACTOR, from the Surety, or from both. The NTP scope of work, schedule, and budget shall not be changed as the result of the collection of delay damages by the Authority. Notwithstanding anything to the contrary herein, CONTRACTOR shall incur no delay damages if the delay is caused to any extent by the Authority or by events or parties outside of CONTRACTOR'S reasonable control.

A27.2 **EXTENSION DUE TO DELAYS:**

The right of the CONTRACTOR to proceed shall not be terminated nor the CONTRACTOR charged with delay damages or actual damages because of delays to the schedule or completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to the following: acts of God or of the public enemy, acts of the AUTHORITY in its contractual capacity, acts of another contractor in the performance of a contract with the AUTHORITY, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure labor because of priority, allocation or other regulations of any governmental authorities, and delays of Subcontractors (not a responsible charge of the CONTRACTOR). Any delay other than one of the specifically mentioned occurrences above, does not of itself justify a time extension, provided that the CONTRACTOR shall within twenty four (24) hours from the beginning of any such delay (unless the Contracting Officer shall grant a further period of the time prior to the date of final settlement of the Contract), notify the Project Manager in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

Sample

COMPENSATION

APPENDIX C

Project No:

Date Prepared:

C1. Payments will be made on approved invoices submitted for months during which costs are incurred. Except for Fixed Price(s) and Fixed Fees, compensation shall be cost-based on actual costs to the Contractor for providing services. Provisions for Audit are contained in Appendix A.

C2. EXCEPT WHEN PAYMENT IS BY FIXED PRICE, PRIME CONTRACTOR'S LABOR AND ASSOCIATED INDIRECT COST SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 45 DAYS OF PERFORMANCE. SUBCONTRACTORS' LABOR AND ASSOCIATED INDIRECT COST SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 60 DAYS OF PERFORMANCE. ALL OF THE CONTRACTOR'S AND SUBCONTRACTORS' OTHER DIRECT COSTS (EXPENSES) SHALL BE INVOICED 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.**

C3. Price proposals and Notices-to-Proceed (NTPs) for this Agreement must conform to the Labor Rates, Indirect Cost Rate(s), Unit Prices, Fee/Profit Arrangements, Estimated Costs, and Price Caps contained in the Exhibits attached to this Appendix C.

C4. Payments are limited to the amount(s) cited in each Notice-to-Proceed (NTP) issued for this Agreement. The Contractor expressly has no right to any payment in excess of each NTP amount.

C5. Final payment to the Contractor may be withheld until a Release from Agreement, on a form prescribed by the Contracting Agency, is executed by the Contractor.

C6. Payments for this Agreement and any Amendment, including Costs and Fee, will be adjusted to exclude any significant sums by which the Contracting Agency finds that payments are increased because the cost or pricing data furnished by the Contractor or prospective Contractor is inaccurate, incomplete, or not current on the date of the Agreement or subsequent submittal date of pricing data.

C7. The following terminology and explanations are applicable to this Agreement; any inconsistencies appearing in this Agreement must be resolved in accordance with the terminology in paragraphs C7.1-C7.6 and C8.

C7.1 Direct Costs of Direct Labor - Base salary and/or wages paid to employees charged directly to this Agreement exclusive of Fringe Benefits or other Indirect Costs and Fees (including profit).

C7.2 Other Direct Costs ("Expenses") - **PRE-APPROVED** unit priced items, actual costs for specific subcontracts identified in this Agreement, and actual costs for the following:

Transportation (economy rate/air-coach);
Food and lodging (Generally, not to exceed agency per diem rates);
Incidental travel expenses; and
- If not recovered in the Indirect Cost Rate - the following:
Equipment & computer use at **PRE-APPROVED** rates;
Specific materials and supplies; and
Other **PRE-APPROVED** direct expenses.

Each Expense is limited to reasonable costs which do not exceed that which would be incurred by an ordinarily prudent person in the conduct of competent business.

C7.3 Indirect Costs - Allowable expenses that, because of their incurrence for common or joint cost objectives, must be allocated to this Agreement using a specified Indirect Cost Rate. A cost objective is a function, organizational subdivision, contract, project or work unit for which cost data is accumulated under the Contractor's accounting system. Generally, the Contracting Agency requires Indirect Costs to be segregated into the following categories: Fringe Benefits, Overhead (General & Administrative Expenses - including Indirect Labor), and Allocated Home Office Overhead (if applicable).

C7.3.1 Fringe Benefits - Costs for items such as:

Vacation time, holidays and authorized leave;
Group and Worker's Compensation Insurance;
Deferred Compensation/Retirement plans;
Social Security and Unemployment Taxes; and
Group Medical plan and Life Insurance Premiums.

C7.3.2 Overhead - Costs for items such as the following, if they are not included in Direct Costs:

Indirect Labor (Supervisory, Administrative, etc., base salary or wages)
Recruiting expenses, travel, food and lodging;
Rent, heat, power, light and janitorial services;
Office supplies, reproduction costs, communications;
Upkeep and depreciation of equipment and computers;
Rentals of equipment and computers; and,
Business Insurance premiums not billed to clients;

C7.3.3 Allocated Home Office Overhead (if applicable) - Costs for management, supervisory, and administrative functions which benefit separate unit operations.

C7.3.4 Indirect Cost Rate – An established percentage of incurred expenses for Direct Costs of Direct Labor which is used as a basis of compensation for Indirect Costs. Fees or Profit are not included in the Indirect Cost Rate.

C7.4.1 If this Agreement wholly or partially allocates Indirect Costs on other than a Direct Labor dollar basis, a description of the Indirect Cost pools or service centers used, and the Indirect Cost Rates(s) and base(s), shall be attached in an Exhibit to this Appendix C; otherwise, such an allocation shall not be allowed for this contract.

C7.4.2 Indirect Cost Rates may be fixed or provisional and will be established for the duration of the Agreement, fiscal year, or other time period.

C7.4.3 Provisional Indirect Cost Rates or "Fixed/Provisional" Rates require a Contracting Agency approved audit of accounting records after each of the Contractor's or Subcontractor's fiscal years during which they perform work under the Agreement.

C7.5 Non-allowable Costs - Payments for the following items and certain other costs defined in 48 CFR Part 31 and related regulations are not allowable. Such costs shall not be included as billable Direct or Indirect Costs or in the calculation of the Indirect Cost Rate.

Interest and other financial costs
Contributions and donations
Federal income taxes & tax return preparation fees

Deferred state income taxes
Bad debts
Fines and penalties
Entertainment, social club memberships, etc.
Goodwill
Provisions for contingencies
Losses on other contracts and related legal fees
Legal fees, etc., related to contract claims

C7.6 Fee - Profit plus any costs not allocable to this contract. The amount of Fee may be fixed or variable, depending on the method of payment used. Non allocable costs shall not be considered by the Contracting Agency when negotiating Fee.

C8. Markup of any costs as compensation for administration, management or handling, etc., is prohibited. Costs of such efforts are included within the elements of Direct Labor and/or Indirect Labor. Compensation for any risk associated with incurring costs is included within Fee (Profit).

C9. The following Exhibits complete this Appendix C (Components of Appendix C - Compensation, shall stand and prevail in the following order: Exhibit C-1, Exhibit C-2, et al, in the order of their number):

Exhibit C-1 Method(s) of Payment
Exhibit C-2 NTP & Invoice Summary
Exhibit C-3 & 4 Compensation Cost Reimbursement

COMPENSATION

APPENDIX C EXHIBIT C-1, METHOD(S) OF PAYMENT

Agreement No:
Date Prepared:

1. Payments will be made in accordance with Article A7 (Basic Agreement), Articles C1 - C9 (Appendix C), the following, and the applicable discussions of Methods of Payment presented below.

<u>CONTRACTOR & SUBCONTRACTORS</u>	<u>SUBCONTRACTOR TO: (FIRM)</u>	<u>METHOD OF PAYMENT</u>	<u>ESTIMATED COST</u>	<u>FEE</u>	<u>ESTIMATED PRICE</u>
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Total Agreement Amount: _____

Note: If a Method of Payment is "Fixed Price", then the amount listed under "Estimated Price" is the Fixed Price.

2. **FIXED PRICE(S)** payments will be a single lump sum payment equal to the Fixed Price upon acceptable completion of this Agreement, or progress payments not to exceed the Fixed Price.

3. **FIXED PRICE(S) PLUS EXPENSES** payments will be as follows:

3.1 Payments of the **FIXED PRICE** will be a single lump sum payment equal to the Fixed Price upon acceptable completion of services, or progress payments not to exceed the Fixed Price(s).

3.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs not to exceed the total specified amount for expenses that are directly chargeable to and necessary for performance of the services assuming they are not recovered through the Indirect Cost Rate.

4. **COST PLUS FIXED FEE** payments will be made according to the following:

4.1 Payments for **DIRECT COST OF DIRECT LABOR** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Direct Labor Rate. Job Classifications, Labor Hours and Direct Hourly Rates are estimated for this contract. Work shall be performed by the lowest paid qualified personnel. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform. Contract payments will be based on the actual Direct Labor Rates paid to employees in any direct labor job classification who work on the contract, except that no Direct Hourly Rate shall exceed \$ **PER HOUR** except for the following individuals whose rates are capped (fixed) as listed below for the duration of this Agreement:

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSON'S NAME</u>	<u>DIRECT RATE (\$/HR)</u>
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4.2 Payments for **INDIRECT COSTS** shall be equivalent to the amounts for Direct Cost of Direct Labor multiplied by the following applicable **INDIRECT COST RATES (IDCR)**:

<u>CONTRACTOR/ SUBCONTRACTOR</u>	<u>IDCR (%)</u>	<u>IDCR TYPE (F, F/P, P)</u>
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4.2.1 IDCR with "F" is Fixed for the duration of this Agreement.

4.2.2 IDCR with "F/P" is Fixed for the last half of the firm's current fiscal year plus not to exceed six months of its next fiscal year, after which the IDCR becomes a Provisional Rate until an audit is completed and a Fixed IDCR is established for each successive twelve month interval.

4.2.3 IDCR with "P" is Provisional until completion of post performance audit to establish actual incurred rate which is used to establish a final IDCR for the period covered by the audit. Post performance audits may be done after each fiscal year of a multi-year contract or once after completion of the contract. Audit findings and other rationale will be used to establish a final IDCR that appropriately allocates Indirect Costs to this Agreement for each fiscal year.

4.2.4 Revisions to any IDCR may be implemented only by a contract Amendment. Further, adjustment of any payments made based on Provisional IDCRs will not be done without a contract Amendment that fully explains the amount of the adjustments.

4.3 Payments for **OTHER DIRECT COSTS** (Expenses) will be made for actual substantiated costs which are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Other Direct Costs is prohibited (reference paragraph C8).

4.4 If not defined elsewhere in this Appendix C, progress payments for a firm's (Contractor or any Subcontractor) **FIXED FEE** will be equivalent to the ratio of the firm's Direct Cost of Direct Labor to date, divided by the firm's total estimated Direct Cost of Direct Labor, multiplied by the total amount of the firm's Fixed Fee. The Fee amount for each firm participating in this Agreement was determined as follows:

5. **TIME AND EXPENSES** payments will be made according to the following:

5.1 Payments for **TIME** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Billing Rate. Work will be performed by personnel with the lowest reasonable skill levels and hourly rates. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform.

5.1.1 **BILLING RATES** for persons who work on this contract shall be the sum of the person's actual Direct Labor Rate plus an allowance for Indirect Cost at the then current Agency approved Indirect Cost Rate for the person's employer (firm) plus a fee (profit) of ten percent; e.g.: $\$25 + (1.50 \times \$25) + (.10 \times [\$25 + (1.50 \times \$25)]) = \$68.75$, however, not to exceed \$ **PER HOUR** except for the following individuals whose rates are capped (fixed) as listed below for the duration of this Agreement.

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSON'S NAME</u>	<u>BILLING RATE (\$/HR)</u>
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5.1.2 **BILLING RATES** are negotiated hourly labor rates which include compensation for all Costs (Direct Cost of Direct Labor and all Indirect Costs) plus Fee, except for allowable direct Expenses.

5.1.3 **Time & Expenses Overtime** shall be calculated at 1.5 times the base labor rate (DL & IDCR) and then the profit factor added.

5.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs that are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Expenses is prohibited (reference paragraph C8).

6. **SPECIAL CONSIDERATIONS:**


Items 6.1, 6.2, 6.3 and 6.4 are optional contingent upon travel being part of the contract. Edit as required.

6.1 Travelers are permitted actual costs, or an allowance, for lodging (as negotiated and detailed below) and an allowance for meal and incidental expenses (M&IE). Refer to AAM 60.250 for policies regarding travel.

6.2 Employees shall be considered in travel status from the time an authorized trip begins until it ends. An authorized trip is a trip approved in accordance with a NTP issued under the contract. The duty station of the employee is the city, town, or village, or within a 50-mile radius thereof, where the employee spends the majority of their working time.

6.3 M& IE allowances shall be limited to the State rate of \$60.00 per day. The duration of the trip must be more than 12 hours in order for the traveler to be eligible for M & IE allowances. Additionally the traveler must be in travel status at least three consecutive hours during a meal period to be entitled to the M&IE for that meal.

6.4 If paying actuals for Lodging, Lodging shall be at the hotel's "government" rate (when applicable) and for single occupancy, not to exceed \$300.00 per day. Lodging receipts are required.

 ALASKA ENERGY AUTHORITY		NOTICE TO PROCEED & BILLING SUMMARY			NTP No: #REF!	
For: #REF!		#REF! #REF!			Agreement No: #REF! Accounting Ref No.: #REF!	
Contractor: #REF!		Project Title: #REF!			Contract Expiration Date: #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 Payme	This Billing	Total To - Date
Total Amount Authorized for All			\$0.00			
Sum of Prior APPROVED				0.00		
Sum for THIS INVOICE					0.00	
Sum of Prior Payments and this						0.00
Balance of Authorized						\$0.00
Department of Labor Close-Out Required?				Payment Request & Certification: (Contractor)		
				Signature		Date
Name: #REF!				Approval for Payment		
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				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.