



STATE OF ALASKA

Department of Environmental Conservation Division of Water

Request for Proposal RFP 180000082 Date of Issue: 6/15/2018

Independent Audit of ACWF and ADWF

Offerors Are Not Required To Return This Form

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the Procurement Officer listed in [subsection 1.01](#) to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

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SECTION 1 INTRODUCTION AND INSTRUCTIONS

1.01 RFP Administration Information

RFP Title:	Independent Audit of ACWF and ADWF
RFP Project Description:	Alaska Clean Water and Drinking Water Loan Fund Audit Services.
Procurement Officer :	Rashaad Esters Procurement Specialist 555 Cordova St. 4th Floor Anchorage, Alaska, 99501 Email: Rashaad.esters@alaska.gov Office phone number: 907-269-7674
Pre-Proposal Conference:	There will be no Pre-Proposal Conference for this solicitation
Pre-Proposal Conference Location:	Thursday, June 21 2018 3:00 PM, AKST
Deadline To Receive Inquiries:	All proposals must be submitted by Thursday, 6/28/2018, 3:00 PM AKST
Deadline for Receipt of Proposals:	Friday, June 29, 2018 9:00 AM AKST
RFP Opening Date:	The initial term of the contract will be for 5 years. The contract may be renewed for 1 additional 2 year term. The total contract term may not exceed 7 years.
Initial Term of Contract and Renewals:	Alaska Clean Water and Drinking Water Loan Fund Audit Services.

1.02 Purpose of the RFP

The State of Alaska, Department of Environmental Conservation (hereinafter referred to as "DEC" or "Department") is soliciting proposals on behalf of its Division of Water for Alaska Clean Water and Drinking Water Loan Fund Audit Services.

1.03 RFP Schedule

Below is the schedule for this RFP. If a component of this schedule, such as the Deadline for Receipt of Proposals, is delayed then the remainder of the schedule will be shifted by the same number of days.

Schedule Component	Date
Pre Proposal Conference	June 21, 2018, 3:00 PM
Inquiries Due	June 28 2018 3:00 PM AKST
Deadline for Receipt of Proposals	June 29, 2018, 9:00 AM AKST
RFP Opening	June 29, 2018
Notice of Intent to Award Issuance	July 9, 2018
DEC Contract Issuance	July 10, 2018
Service Commencement Date	June 21, 2018, 3:00 PM

1.04 Budget

The Department estimates a budget of no more than \$250,000.00 for performance and completion of the services provided for herein over the entire duration of the contract resulting from this RFP, to include any and all renewals. This shall be a not-to-exceed amount and proposals that exceed this price will be considered non-responsive. This is an estimate only and is not guaranteed as the funding for the contract is dependent upon Legislative appropriation.

1.05 Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Procurement Officer no later than 10 calendar days prior to the Deadline for Receipt of Proposals.

1.06 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Officer at least 10 calendar days before the Deadline for Receipt of Proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Procurement Officer, in writing, at least 10 calendar days before the Deadline for Receipt of Proposals.

1.07 Pre-Proposal Conference

There will not be a pre-proposal conference held for this solicitation.

1.08 Inquiries

All inquiries and questions regarding this RFP must be received by the Procurement Officer in writing via e-mail no later than 3:00 PM AKST on June 21, 2018. The Department will provide a timely response to all questions asked in the form of an

amendment to this RFP.

1.09 Amendments

If an amendment to this RFP is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the Procurement Officer after receiving the RFP from the State of Alaska Online Public Notice web site. It is the responsibility of Offerors and other interested parties to be aware of and read all amendments that may be issued for this RFP.

1.10 Definitions

Acronyms and definitions used in this RFP are included in [Appendix C Definitions](#), incorporated herein and hereby made a part hereof.

1.11 Alternate Proposals

Offerors may only submit 1 proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

1.12 Right of Rejection

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

Offerors may not qualify its proposal nor restrict the rights of the State. If an Offeror does so, the Procurement Officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness
- are merely a matter of form or format
- do not change the relative standing or otherwise prejudice other offers
- do not change the meaning or scope of the RFP
- are trivial, negligible, or immaterial in nature
- do not reflect a material change in the work
- do not constitute a substantial reservation against a requirement or provision

may be waived by the Procurement Officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended Offeror shall be rejected.

1.13 State Not Responsible for Preparation Costs

The State will not pay any cost(s) associated with the preparation, submittal, or presentation of any proposal.

1.14 Disclosure of Proposal Contents

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

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

The Offeror also agrees to provide a redacted proposal upon request by the Procurement Officer.

1.15 Subcontractors

The proposal shall identify any areas within this RFP that the Offeror intends to subcontract. Within 10 calendar days after the Service Commencement Date, the Contractor shall provide the following information for each and every subcontractor it intends to use in the performance of the contract:

- Name of the subcontractor
- Address of the subcontractor
- Type of work the subcontractor will be performing
- Percentage of work the subcontractor will be providing
- Evidence that the subcontractor holds a valid Alaska business license
- A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract

All subcontractors must be approved by the DEC prior to Contractor's execution of each subcontract. After the initial approvals of subcontractors by DEC during the contract implementation period, the Contractor may not enter into any other subcontracts without prior written approval from the DEC.

Notwithstanding the approval of any subcontract, the Contractor shall be solely responsible for the satisfactory performance of all subcontractors and subcontracted services and for the compensation of all subcontractors. The Contractor shall be and remain liable for all costs and damages to the DEC caused by negligent performance or non-performance of

the subcontracted services and shall indemnify, defend and hold harmless the State and its officers, employees, and agents from and against any such claims or failures by subcontractors.

If the Contractor uses any subcontractors, each subcontractor shall have a written agreement with the Contractor ensuring each subcontractor agrees to comply with the terms of the contract applicable to its scope of performance. That written agreement shall require each subcontractor meet and comply with all of the applicable provisions of the contract, including, the indemnity requirements, record keeping obligations, audit rights, and insurance requirements set forth herein.

Should the Contractor fail to require the subcontractors to meet and comply with all applicable provisions of the contract including, but not limited to, indemnity requirements, record keeping obligations, audit rights, and insurance requirements set forth in the contract, and such failure damages the State in any way, the Contractor shall indemnify, defend, and hold harmless the State and its officers, employees, and agents against such damage as set forth in this RFP. The Contractor shall obtain proof of other insurance required from subcontractors and submit such proof to the DEC upon request.

1.16 Joint Ventures

Joint venture are not allowed.

1.17 Solicitation Advertising

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

1.18 News Releases

News releases related to this RFP will not be made without prior approval of the DEC Project Manager.

SECTION 2 STANDARD PROPOSAL INFORMATION

2.01 Proposal Submittal

Offerors shall submit 1 original and 3 complete, sealed, and signed copies of its written technical proposal, and 1 original of its cost proposal to the Procurement Officer at the address listed in [subsection 1.01 RFP Administration Information](#) on or before the Deadline for Receipt of Proposals date and time as specified herein. No proposal shall be accepted after the Deadline for Receipt of Proposals date and time. An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected.

Each proposal shall be clearly marked "Independent Audit of ACWF and ADWF" on the outside of the package, and will be provided in accordance with the format and content set forth in this RFP. The cost proposal shall be provided by the Offeror in a separate sealed envelope that shall be held separately by the Procurement Officer from the remainder of the proposal, and no cost information may appear in any other proposal section or subsection. The cost proposal may be in the same package as the technical proposal; however, it must be separately sealed in an envelope or other packing to keep it separate from the technical proposal.

In addition to the copies stated above, each Offeror shall submit 1 complete copy of its proposal on a CD or USB using Microsoft Office products (Microsoft Office Professional 2007 or earlier version only) (the only exception is for financial information and brochures). The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way.

2.02 Authorized Signature

All proposals must be signed by an individual authorized to bind the Offeror to the provisions of the RFP and its proposal. Proposals must remain open and valid for at least 90 business days from the Deadline for Receipt of Proposals.

2.03 Offeror's Certification

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

- a. The laws of the State of Alaska;
- b. The applicable portion of the Federal Civil Rights Act of 1964;
- c. The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d. The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e. All terms and conditions set forth in this RFP;
- f. A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- g. That the offer will remain open and valid for at least 90 business days; and
- h. That programs, services, and activities provided to the general public under the

resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any Offeror fails to comply with [a] through [h] of this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the Contractor in default.

2.04 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals identified to work on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past 2 years) and, if so, the nature of that conflict. The Commissioner of the Department of Environmental Conservation reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

2.05 Human Trafficking

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

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

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

2.06 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received by the Procurement Officer prior to the Deadline for Receipt of Proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the DEC's request in accordance with 2 AAC 12.290.

2.07 Supplemental Terms and Conditions

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

- a. If conflict arises between a supplemental term or condition included in a proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b. if the state's rights would be diminished as a result of application of a

supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.08 Clarification of Offers

In order to determine if a proposal is reasonably acceptable for award, communications by the Procurement Officer are permitted with an Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Procurement Officer or the Proposal Evaluation Committee (PEC) may be adjusted as a result of a clarification under this subsection.

2.09 Discussions with Offerors

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

If an Offeror does not submit a best and final proposal or a notice of withdrawal, the Offeror's immediate previous proposal is considered the Offeror's best and final proposal. Any oral modification of a proposal must be provided in writing by the Offeror.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

2.10 Contract Negotiation

In accordance with 2 AAC 12.315, after final evaluation of all responsive proposals, the Procurement Officer may negotiate with the Offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked Offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the DEC may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal. If contract negotiations are commenced, they will be held at 555 Cordova St. 4th Floor, in Anchorage, Alaska.

If contract negotiations take place, the Offeror will be responsible for their travel and per diem costs at their sole expense.

2.10.01 Failure to Negotiate

If the selected Offeror:

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

then the DEC may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

2.11 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the Procurement Officer within 5 calendar days of the DEC's request.

2.12 Alaska Business License and Other Required Licenses

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

- Copy of an Alaska business license;
- Certification on its proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- A canceled check for the Alaska business license fee;
- A copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- A sworn and notarized affidavit that the Offeror has applied and paid for an Alaska business license.

Offeror's are not required to hold a valid Alaska business license at the time proposals are opened if it possesses one of the following licenses and are offering services or supplies under that specific line of business:

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

Prior the Deadline for Receipt of Proposals, all Offerors must hold any necessary, applicable professional licenses required by the Operating Standards.

2.13 Minority Business (MBE) and Women's Business Enterprise (WBE)

This procurement is funded in part or fully through federal grants or cooperative agreements. This RFP incorporates a five (5) point preference for all qualified minority and women's business enterprises.

Minority Business Enterprises (MBEs) are entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively.

Women's' Business Enterprises (WBEs) are entities that are at least 51% owned and/or controlled by woman.

Organizations or subcontractors claiming MBE or WBE certification, must submit evidence of certification with their proposal before the deadline set for submission of proposals.

Following is an example of how the preference points will be calculated for qualifying businesses:

MBE/WBE Offeror's Preference

[STEP 1]

Determine the number of points available to MBE/WBE eligible offerors under this preference.

Total number of points available in this example situation = 100 Points

$$\begin{array}{ccccccc} 100 & & x & & 5\% & & = & & 5 \\ \text{Total Points} & & & & \text{MBE/WBE Offeror's} & & & & \text{Number of Points Available} \\ & & & & \text{Percentage Preference} & & & & \text{to Eligible Offerors} \end{array}$$

[STEP 2]

Add the preference points to the qualified MBE/WBE offers. In a hypothetical situation, there are 3 offerors. After being evaluated, each received the following points:

Offeror #1	95 Points
Offeror #2	90 Points
Offeror #3	92 Points

Before preference points are calculated, offeror #1 is the apparent winner. However, in this hypothetical situation, offeror #2 and offeror #3 are eligible for the MBE/WBE

preference. After adding 5 points to their scores, offeror #3 is the new apparent winner, with 97 points.

2.14 Protest

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the Procurement Officer at least 10 calendar days prior to the Deadline for Receipt of Proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract. If an Offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the Procurement Officer within 10 calendar days after the date the NOIA is issued.

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

- The name, address, and telephone number of the protester
- The signature of the protester or the protester's representative
- Identification of the State Contracting Agency and the solicitation or contract at issue
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents and the form of relief requested

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

The Procurement Officer will issue a written response to the protest. The response will set out the Procurement Officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester via a method that provides evidence of receipt.

All Offerors will be notified of any protest. The review of protests, decisions of the Procurement Officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code AS 36.30, Article 8 Legal and Contractual Remedies.

SECTION 3 STANDARD CONTRACT INFORMATION

3.01 Contract Type

The contract resulting from this RFP will be a fixed fee contract. All price adjustments will be considered in accordance with [subsection 3.12 Contract Compensation and Payment](#).

3.02 Contract Term

The initial contract term will be for five (5) years from the Service Commencement Date. The contract may be renewed for two (2) additional one (1) year terms as executed through a written amendment to the contract. Renewals will be exercised solely at the discretion of the DEC.

3.03 Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when a contract is approved and executed via signature by the Commissioner of the Department of Environmental Conservation, or the Commissioner's designee. The DEC will not be responsible for payment of any work done by the Contractor, even work done in good faith, if it occurs outside of the effective dates of the contract as set by DEC.

3.04 Standard Contract Provisions

The Contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services, [Appendix E](#), upon execution of the contract resulting from this RFP. The Contractor must comply with the contract provisions set out in the executed Standard Agreement Form for Professional Services, as amended from time to time. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in [Appendix A State of Alaska Standard Contract Terms and Conditions](#) must be set out in the Offeror's proposal.

3.05 Order of Precedence

The terms and conditions in this RFP are as set forth herein and include [Appendix A State of Alaska Standard Contract Terms and Conditions](#). The contract between the parties will consist of and precedence is established by the order of the following documents:

1. An amendment to the executed contract as provided in this RFP, with the more recent amendment taking precedence over a less recent amendment
2. The Standard Agreement Form or other final document executing the contract
3. The RFP
4. The Contractor's proposal

The above numbered documents are, collectively, the "contract". These documents are complementary and what is required by one shall be binding as if required by all. In the case of any conflict or inconsistency arising under the contract documents, a document

identified with a lower number in this subsection shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above mentioned contract documents but is not addressed in another of such documents.

Where terms and conditions specified in the Contractor's proposal differ from the terms in this RFP or [Appendix A State of Alaska Standard Contract Terms and Conditions](#), the terms and conditions of this RFP or [Appendix A](#) shall apply. Where terms and conditions specified in the Contractor's proposal supplement the terms and conditions in this RFP, the supplemental terms and conditions shall apply only if specifically accepted by the Procurement Officer in writing.

3.06 Assignment

Per 2 AAC 12.480, the Contractor may not transfer or assign any portion of the contract without prior written approval from the Procurement Officer identified in [subsection 1.01 RFP Administration Information](#).

3.07 Disputes

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

3.08 Severability

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

3.09 Compliance with Operating Standards

The contract resulting from this RFP shall be performed and managed by the Contractor, and all services shall be provided in compliance with this RFP and the Operating Standards as defined in [Appendix C Definitions](#). Precedence within the Operating Standards is as follows:

1. Court orders and consent decrees
2. Federal law
3. State law
4. Local law
5. DEC policies and procedures made applicable to the contract either initially or at a later date in writing by the DEC

These standards are complementary and what is required by one shall be binding as if required by all. If two or more standards are in conflict, the standard with a lower number in the list above shall supersede a higher numbered standard to the extent necessary to resolve any such conflict. If two or more standards conflict, the more stringent shall apply. If any provision of the contract is more stringent than an applicable standard, the contract provision shall govern.

When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the DEC shall determine the appropriate standard, notify the Contractor of this determination, and the DEC's determination shall stand. No conflict shall be deemed to occur in the event an issue addressed in one of the standards or the contract is an additional or supplemental requirement to an issue addressed in another standard or the contract.

The Contractor is responsible to stay informed of any and all changes in federal, state, and local laws, case law, consent decrees, and court orders at its own expense.

During the term of the contract, the Contractor shall comply with and implement any and all changes applicable to the performance of the contract arising from any and all changes to the Operating Standards.

3.10 Insurance Requirements

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

The successful Offeror must secure the insurance coverage required by the State, as identified in [Appendix B Indemnity and Insurance](#). The coverage must be satisfactory to the Department of Administration Division of Risk Management. An Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review [Appendix B Indemnity and Insurance](#) for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in [Appendix B](#) must be set out in the Offeror's proposal.

3.11 Contract Funding

The State is a government entity and it is understood and agreed that the State's payments herein provided for may be paid from Alaska State Legislative appropriations; and approval or continuation of a contract resulting from this RFP is contingent upon Legislative appropriation. The State reserves the right to terminate the contract in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments; or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available. Further, in the event of non-appropriation, the State shall

not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages resulting therefrom.

3.12 Contract Compensation and Payment

The contract resulting from this RFP will be a fixed fee contract for the initial contract term. At the time of each possible renewal, the Contractor may submit a written request to DEC to increase the renewal year's contract prices if and only if the increase is based on justified increases in the Contractor's costs, is justified through sufficient supporting documentation, and for which funds are available and have or can be appropriated. Any request for an increase must be provided within 5 calendar days of the notice to renew the contract. If no increase is requested and approved, then the previous year's prices will automatically become the renewal year's prices. Any requested increase shall in no event exceed 3% of the applicable year's contract prices.

The Contractor will be compensated for services rendered to the DEC, in accordance with the following:

1. Contractor will invoice the DEC in accordance with the performance requirements herein and as set forth in Appendix D Cost Proposal.
2. Payment to the Contractor is contingent upon the Contractor delivering an invoice to the DEC Project Manager no later than 45 days after the completion of a deliverable. The invoice must include all support documentation necessary to provide a reasonable assurance to the DEC Project Manager that the invoiced work is complete. The DEC retains the right to request additional justification and/or documentation as it deems necessary to ensure appropriate payment of the invoice.
3. Every invoice must include the following:
 - a. Contract Number and title "[enter RFP Title]"
 - b. Identification of the billing period
 - c. A detailed statement of the deliverables completed for the invoiced period, to include support documentation
 - d. Total amount billed
 - e. Date invoice was submitted for payment
 - f. Entity name, contact information, and Alaska vendor number
 - g. Name of authorized person originating or submitting the invoice for the entity
4. Invoices are to be mailed to the address noted in the Standard Agreement Form.
5. Final invoices must be received by DEC no later than 45 days following completion of the project, or contract expiration.

No payment will be made until the contract is approved in accordance with [subsection 3.03 Contract Approval](#). Under no conditions will the State be liable for the payment of any interest charges or late fees associated with the cost of the contract. Additionally, the State shall not be responsible for nor pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency. Legislative, budget, or court actions may compel the Department to revise or cancel this contract.

3.12.01 Contract Pricing

The proposed price shall be a fixed price for actual services rendered for the performance and completion of the deliverables identified within the Contractor's Appendix D Cost Proposal. Actual services rendered include actual time spent in preparation and performance of the scope of work and deliverables in the contract. The rate shall be a Fully Burdened Rate, and must include all costs associated with the Contractor's operations, including the provision of all services and materials as needed to perform and meet the requirements herein including, but not limited to, wages, administrative overhead, travel, transportation, lodging, and all other costs associated with the performance of the contract. That rate may not fluctuate for the period of this contract unless otherwise agreed to in writing by both parties and executed as an amendment to the contract. No other costs will be considered for payment.

3.12.02 Prompt Payment

The State is eligible to receive a 5% discount off the total price of each invoice if it is paid within 10 business days from the date of receipt of the invoice. All invoices submitted for payment shall include this 5/10 net 30 term. Payment will be considered to be made as either the date a printed warrant is issued, or the date an electronic funds transfer is initiated.

3.13 Contract Implementation Meeting

After the Service Commencement Date, the DEC may host a contract implementation meeting to discuss contract requirements and deliverables. The successful Offeror agrees to participate in this meeting and will attend at its own expense.

3.14 Contractor Responsibilities

The Contractor shall coordinate the successful implementation of the contract and direct all performance activities on a day-to-day basis. The Contractor shall be responsible for all communications regarding the progress of performance of the contract and shall discuss with the DEC Procurement Officer or Project Manager any issues, recommendations, and decisions related to the contract. The Contractor will be the sole point of contact on all matters related to the performance of the contract. The Contractor represents and warrants that it has the necessary skill to perform the work required under this RFP and that the personnel assigned by the Contractor to perform any such work will be qualified to perform the assigned duties.

Substantial failure of the Contractor to perform the contract may cause the State to terminate the contract. In this event, the State may pursue remedial actions steps set forth in [subsection 3.15.1 Remedial Action](#).

At reasonable times, the DEC may inspect those areas of the Contractor's place of business that are related to the performance of the contract resulting from this RFP. If the DEC makes such an inspection, the Contractor must provide reasonable assistance and

access to all records related to the performance of the contract.

3.15 Contract Compliance and Cure Notice

The DEC reserves the right, without limitation, to monitor, audit, assess, or conduct oversight of the Contractor's performance of and compliance with the terms and conditions within this RFP and the resulting contract. Contract compliance and performance audits will be conducted in accordance with DEC practices.

In the event the Contractor is not in compliance with the contract terms and conditions, either in part or in whole, the DEC Procurement Officer will provide written notice to the Contractor to cure all instances of partial or non-compliance or deficiencies. The Contractor shall respond in writing or via email to DEC Procurement Officer that it has received the written notice of deficiency within 24 hours of the date of the notification by DEC. The Contractor shall cure, or to DEC's satisfaction make substantial progress towards remedy of, all instances of partial or non-compliance or deficiencies within 30 calendar days from the date of written notification of deficiencies by DEC.

If the Contractor fails to cure or make substantial progress towards remedy of, the instances of partial or non-compliance or deficiencies within the time frame above, the DEC may determine the Contractor to be in breach and will pursue remedial action as described in [3.15.1 Remedial Action](#).

3.15.1 Remedial Action

In addition to any remedies available to the DEC under law or equity, the DEC at its sole discretion may require one or more of the following remedial actions if the Contractor fails to cure findings of breach, or as otherwise provided for herein:

1. The DEC may take reasonable steps to provide for such cure and may offset the costs of such cure against the contract pricing in effect at the time of occurrence of a breach;
2. Reduce and/or offset payment to reflect the reduced value of services received;
3. Require the Contractor to subcontract all or part of the service at the Contractor's sole cost;
4. Withhold payment or require payment of actual damages caused by a breach; or
5. Terminate the contract pursuant to [subsection 3.16 Termination](#).

Withholding of payment by the DEC for the failure of the Contractor to perform shall not relieve the Contractor from its obligations under the contract and shall not be a basis for termination by the Contractor under [subsection 3.16 Termination](#).

3.16 Termination

3.16.01 Termination for Cause

The occurrence of any of the following events shall be an Event of Default under the contract resulting from this RFP and cause for termination:

- A material breach of any term or condition of the contract
- Any representation or warranty by Contractor in its proposal or the contract that proves to be untrue or materially misleading
- Any default or non-compliance as otherwise specified in the contract

Either party may terminate the contract when the other party has been provided written notice of default or material non-compliance, and has failed to cure the default or non-compliance within 30 calendar days. If the State terminates the contract for default, the State reserves the right to take any action it may deem necessary including, without limitation:

- Exercise any remedy provided by law or equity
- Suspend Contractor from receiving future solicitations
- Withhold payment until the default is remedied
- Offset of damages against payment due

3.16.02 Termination for Convenience

The State may terminate the contract for its convenience in whole or in part, if the State determines it is in the State's best interest to do so.

If the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the contract had been fully performed:

- The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to deliverables or services paid or to be paid;
- The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract; and
- Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

3.16.03 Effect of Termination

Upon termination by the State, the Contractor shall:

- Stop work as directed by the DEC. Place no further orders or requests of subcontractors, if any, for materials, or services.
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the termination notice.
- With the advance approval of the DEC, settle all outstanding liabilities and all

claims arising out of such termination of orders and subcontracts the cost of which would be reimbursable, in whole or in part, in accordance with the provisions of the contract.

- Deliver or otherwise make available to the DEC all data, reports, estimates, summaries and such other information and materials, confidential information, as may have been accumulated by the Contractor in performing the contract, whether completed or in process.

This clause does not restrict the State's termination rights under [Appendix A State of Alaska Standard Contract Terms and Conditions](#).

3.17 Contract Changes - Unanticipated Amendments

During the course of the contract resulting from this RFP, 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 Procurement Officer will provide the Contractor a written description of the additional work and request the Contractor to submit a schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The Contractor will not commence additional work until the Procurement Officer has secured any required State approvals necessary for the amendment and executed a written, signed contract amendment as approved by the Commissioner of the Department, or the Commissioner's designee. The Department reserves the right to adjust contract prices, terms, time of performance, and/or the scope of work as mutually agreed upon and at the discretion of the Procurement Officer as executed in a written amendment to the contract.

3.18 Contract Invalidity

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

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

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

SECTION 4 BACKGROUND INFORMATION

4.01 Background

Background information concerning this project is as follows; the Facilities until of the Division of Water – Alaska Department of Environmental Conservation (ADEC) needs to procure services for the independent auditing of its Clean Water and Drinking Water revolving loan fund records. The revolving loan funds are a function of the section and are administered as the Alaska Clean Water Fund (ACWF) and Alaska Drinking Water Fund (ADWF). The section uses software for tracking the activity of loans made to and repayments made by communities and other eligible entities. ACWF loans pay for design and construction of wastewater and non-point source pollution treatment systems. ADWF loans pay for the design and construction of water treatment and distribution systems. Funding is from state and federal sources; consequently, information about the source and disbursement of all funds is tracked in the loans funds' software established to track loan fund activity and report loan fund activity to the Environmental Protection Agency (EPA); and, in the State of Alaska's accounting system Reconciliation of amounts reported in the software and the Sate of Alaska's accounting system must be accomplished for both loan funds.

Each year the section is required to conduct an audit of each of the loan programs and report on the audit results to the EPA and the Alaska Department of Administration, Division of Finance. The department is seeking proposals from qualified Certified Public Accounting firms that are experienced in program audits and would be interested in performing the necessary tasks. The department desires to have the required federal single audit (per 2 CFR Part 200, Uniform Guidance) of the ACWF and ADWF completed at the same time. Therefore, the accounting firm selected must be prepared to make their audit work papers available to Legislative Audit during their performance of the annual single audit. Both audits would be conducted according to Generally Accepted Government Auditing Standards (GAGAS) and guidelines for audits of loan funds distributed by EPA. The department receives annual capitalization grants from the EPA which have additional requirements and stipulations that must be satisfied and reported on. In addition, the state provides a portion of the required match for each of the capitalization grants from the EPA with a bond transaction, and the EPA requires this activity to be reported on.

Audit services will be provided during the period July 10, 2018 to June 30th, 2023. The State is offering the option to renew these contracts for one (1) additional two-year period for approximately the same time period each year. However, approval or continuation of a contract resulting from this Request for Proposals is contingent upon legislative appropriation.

SECTION 5 SCOPE OF WORK

5.01 Scope of Work

The Department of Environmental Conservation, Division of Water, is soliciting proposals for the Alaska Clean Water and Drinking Water Loan Fund Audit Services.

The Contractor shall complete the following tasks in completing the audits:

- Evaluate the existing financial records of the Alaska Clean Water Fund and Alaska Drinking Water Fund for completeness and accuracy. Currently there are 192 loan/project record files in the ACWF program portfolio. In addition, there are 170 loan/project record files in the ADWF program portfolio. Bidders should recognize that new loans may be executed prior to the release of this RFP. Each file has payment and/or disbursement records and those loans in repayment status have a repayment schedule. Currently, 122 ACWF loans are in repayment status and 105 ADWF loans are in repayment status.
- Verify the reported total amounts of disbursements made to communities and principal and interest repayments received during the past state fiscal year (FY18). Currently, the state uses software to compute the aggregate amounts of funds disbursed and received and the amounts of principal and interest. These amounts need to be verified. In conjunction with the state's software, the loan commitments executed and subsequent disbursements made and repayments received are also accounted for and reported in the state's standard accounting system. The software and the accounting system are reconciled on a monthly basis. A fiscal year reconciliation between the program's databases and the states accounting system must to be completed by the contractor auditors.
- Verify the total amounts of investment earnings and interest accrued within the ACWF and ADWF. The Alaska Department of Revenue invests repayments and other monies in the fund and the earnings are reported in the state's accounting system. With the help of state personnel, the contractor will verify and report on these amounts as reported in the state's accounting system.
- Verify the total amount of administrative and indirect costs charged to the ACWF and ADWF. With the help of state personnel, the contractor will verify and report on these amounts as reported in the states accounting system.
- Compose financial statements that give a current status and provide an opinion of the program, a report on the internal control and report on compliance with Title VI of the federal Clean Water Act and general grant requirements of the capitalization grants from the Environmental Protection Agency for the ACWF.
- Financial statements must be composed that give a current status and provide an opinion of the program, a report on the internal control and a report on compliance with Section 1452 of the Safe Drinking Water Act amendments of 1996 and the general grant requirements of the capitalization grants from Environmental

Protection Agency for the ADWF.

- Previous audits have composed several financial statements to meet various state and federal requirements. These have been exhibited as a Statement of Net Assets, Statement of Activities, and a Statement of Cash Flows. These previous audit reports and financial statements will be available for reference.
- No major audit findings remain open from prior year audits. No sub-recipients (borrowers) will have to be audited during this engagement. (Financial statements have been revised to reflect GASB 34; and must be clearly endorsed by the contractor. Further, additional pronouncements regarding financial statement presentation have been incorporated, and it is expected that these standards will be maintained for the audit report. Financial statements that reflect only the states accounting system information are required. The contractor will provide a schedule of adjustments that will be provided to the Department of Administration, Division of Finance so these year-end adjustments are reflected in the states accounting system.)
- Complete the required federal single audits of the ACWF and ADWF in conjunction with the financial and compliance audits of each fund. The work papers must be available to Legislative Audit staff for review when they complete the federal single audit of the entire department.
- The contractor must complete the following tasks for the state drinking water revolving fund set-aside (part of the ADWF). The EPA allows a portion of each drinking water capitalization grant to be set-aside for non-loan activities. The department currently takes advantage of these set-asides for work related to drinking water sources and technical assistance to small communities. These set-asides are administered by the Drinking Water Program of the Division of Environmental Health. The existing financial records of this set-aside fund must be evaluated for completeness and accuracy. This will include verifying the reported total amounts of allocations and expenditures during the past state fiscal year (FY 18) for the Division of Environmental Health administered ADWF set-asides.
- Any indirect costs charged by the Division of Administrative Services or the Division of Environmental Health for administering the ADWF set-asides must be reviewed.
- Compose financial statements that give the current status and provide an opinion of the various set-asides, a report on the internal control and a report on compliance with Section 1452(k) of the Safe Drinking Water Act amendments of 1996 and the general grant requirements of the capitalization grants from EPA. Also, brief Division of Environmental Health personnel on the ADWF set asides Administered and any findings specific to the program as summarized in the report. In addition, there are certain other ADWF set-asides that are administered directly by the Division of Water. These remaining set-aside funds can be reviewed during the audit of the ADWF loan fund. Reporting on these particular set-aside funds may be incorporated into the audit of the ADWF fund.

- Records for the loan funds and most of the set-aside activity are located in Juneau. However, the Drinking Water Program of the Division of Environmental Health offices is in Anchorage. Therefore, records for review of the ADWF set-asides administered by this office will need to be reviewed there. A separate report needs to be prepared for each of the loan funds. Perform all tasks per the following schedule: - audit fieldwork completed by September 14, 2018; prior to the first drafts being submitted, at least one meeting between the auditors and State staff to discuss the findings of the audits between September 21, 2018, completion and submittal of the first drafts of the audits; between September 24 and September 26, 2018, first drafts review by State; additional review and revision work on the draft audit reports as required September 27 and September 28, 2018; - final reports with financial statements, .submitted by October 15, 2018; this includes 2 (two) bound copies and one unbound copy of each audit report. In addition, an electronic version of each report needs to be made available. This final date needs to be met because the State of Alaska's Department of Administration. Division of Finance needs the information contained in the financial statements when preparing the statewide CAFR. Further. The audit reports are included with the annual reports submitted to the Environmental Protection Agency, and these annual reports are due during this same time period.

5.02 Deliverable

The Contractor is required to provide the following deliverables:

- Perform all tasks in Section 5.01 (Scope of Work) including the preparation of the audit report for each loan fund (ACWF and ADWF) with financial statements by September 21, 2019. This date needs to be met because the State of Alaska's Department of Administration, Division of Finance needs the information contained in the financial statements when preparing the statewide CAFR.
- The successful proposer must also provide two (2) bound copies and one unbound copy and one electronic version of each of each loan fund's reports to the Facilities Accounting and Administration section and brief section personnel on the findings as summarized in the reports.
- Brief the personnel with the Drinking Water Program of the Division of Environmental Health on any findings related to the ADWF set-asides administered by that group. These briefings are critical and must be included when proposing a schedule for the fieldwork. The timing of these briefings is preferred shortly after the release of the draft audit reports for each fund.

5.03 General Requirements

The Contractor shall manage the Independent Audit for ACWF and ADWF, for the term of the contract and optional renewals. The Contractor shall perform all management tasks associated with the performance of the contract resulting from this RFP, to include without

limitation: workforce planning, scheduling changes, recruitment and hiring, orientation, skills management, training and development, personnel administration, compensation, time and attendance management, grievances, travel, and logistics.

For the duration of the contract resulting from this RFP, any conflicting technical requirements will be resolved in negotiation with the DEC Project Manager. Any changes to the schedules or deliverables must be addressed in writing and approved by mutual agreement of the parties.

SECTION 6 PROPOSAL FORMAT AND CONTENT

6.01 Overview

These instructions describe the format to be used when submitting a proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of the submitted Proposals. In order for the DEC to evaluate proposals fairly and completely, Offerors must follow the format set out in this RFP and provide all information requested.

6.02 Evaluation Codes

Throughout this entire RFP designated requirements have an evaluation code assigned as defined below. Please ensure the proposal response instructions are followed and the Offeror responds to each requirement that is designated with an evaluation code as follows:

(ME) Mandatory and Evaluated Specification – Failure to comply with any RFP requirement with an ME notation shall render Proposal non-responsive and no further evaluation shall occur. If deemed responsive, each response to an RFP requirement with an ME evaluation code shall receive an evaluation score. Points will be awarded based on pre-determined criteria. The State reserves the right to seek clarification on any response to an RFP requirement with an ME notation. Offeror is required to respond to each RFP requirement with an ME notation with information explaining how the requirements shall be met.

(E) Evaluated Specification – It is optional to respond to an RFP requirement with an E notation. Non response will not render the proposal non-responsive, rather the score for that evaluation criteria will be a zero.

6.03 Proposal Format

Proposals shall include all elements as required herein, such as a cover letter and response to all ME criteria. Within the proposal follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP when responding to sub/sections noted as a ME and E criteria. Proposal sections and subsections shall be identified with the corresponding numbers and headings used in this RFP. Proposals shall include a corresponding table of contents and be organized in a manner consistent with typical business documents. All proposal pages shall be typed, single spaced, and sequentially numbered.

6.04 Cover Letter

The proposal must include a cover letter on official letterhead of the Offeror; with the Offeror's name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror's authorized signer. The cover letter must identify the RFP title and number, and must be signed, in ink, by an individual authorized to commit the Offeror to

the work proposed. In addition, the cover letter must include:

6.04.01 Identification of the Offeror's corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.

6.04.2 A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Alaska Standard Contract Terms and Conditions, Appendix A and B, and all terms and conditions included herein.

6.04.3 Appendix H, A statement that Offeror is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs. Contractor information is available on the Internet at:
<https://www.sam.gov/portal/public/SAM/>

6.04.04 A statement affirming the Proposal will be firm and binding for 90 calendar days from the Deadline for Receipt of Proposal due date.

6.04.05 A statement affirming the following:
(If awarded a contract), Contractor consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty (30) calendar days after completion of service in which to respond.

6.04.06 A statement acknowledging all amendments to the RFP.

6.04.07 A statement that the Offeror certifies that all services provided under the contractor resulting from this RFP by the Contractor and all subcontractors shall be performed in the United States. If the Offeror cannot certify that all work will be performed in the United States, the Offeror must contact the Procurement Officer identified in [subsection 1.01 RFP Administration](#) in writing to request a waiver at least 10 days prior to the Deadline for Receipt of Proposals. The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with these requirements may cause the State to reject the proposal as non-responsive, or cancel the contract.

6.04.08 Acknowledgement - By submitting a proposal the Offeror certifies that:

- The Offeror certifies that its Proposal meets the minimum requirements set forth in this RFP
- The Offeror attests to the accuracy and truthfulness of all information contained in its Proposal.

- The Offeror certifies that the Offeror has not made and shall not make to any subcontracted provider any requests or inducements not to contract with another potential Offeror in relation to this solicitation, and that no attempt has been made or shall be made by the Offeror to induce any other person or firm to submit or not to submit a Proposal.
- The Offeror certifies that the Offeror (or any of its agents) does not have a possible conflict of interest with any state employee involved in the solicitation and any ensuing contract or any other conflict of interest
- The Offeror certifies that the Offeror shall not assign or Subcontract the performance of the contract, or any portion thereof, to any other Offeror without prior and express written approval of the Administrator of the Division of Purchasing.
- The Offeror certifies that the Offeror will maintain all books, documents, payroll, papers, accounting records and other evidence pertaining to costs incurred and services rendered under the contract and make them available at reasonable times during the period of the contract, and for three years thereafter, for inspection by an authorized representative of the Department, State or Federal government.
- The Offeror certifies that the Offeror will comply with all provisions of the Freedom of Information and Privacy Act and the Alaska Public Records Law.
- The Offeror certifies that the Offeror will not discriminate in its employment practices with regard to race, color, age (except as provided by law), religion, sex, veteran status, sexual preference, national origin, or disability
- The Offeror certifies that the Offeror shall uphold the standard of a drug-free workplace in regard to its employees.

6.05 Experience and Qualifications

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

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide position titles and, resumes.

Proposals shall also include an organizational chart that names the positions assigned to accomplish the requirements herein; to include an illustration of the lines of authority, and a designation of which position is responsible and accountable to perform each task and deliverable as set forth in [section 5 Scope of Work](#).

6.06 Cost Proposal

The Offeror shall submit Appendix D Cost Proposal as its cost proposal and it shall include all costs as a Fully Burdened Rate in accordance with [subsection 3.12.01 Contract Pricing](#).

SECTION 7 EVALUATION CRITERIA AND SELECTION

7.01 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive. The Procurement Officer, or a Procurement Evaluation Committee (PEC) made up of at least 3 state employees or public officials, will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth herein.

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

Evaluation Categories and Weights

The table below indicates the total number of points assigned to each area of the RFP proposal evaluation.

Evaluation Categories:

Technical Proposal	60 Points
Cost Proposal	40 Points
TOTAL:	100 Points

The technical proposal will be evaluated based upon the following:

RFP Section	Technical Proposal Evaluation Criteria	Points
Section 5	Understanding of the Project	10
Section 5	Methodology Used for the Project / Audit	15
Section 5	Management Plan	10
Section 6	Experience and Qualification	20
Section 6	Cost	40
Section 2	MBE / WBE	5

Points for Preferences will be applied in accordance with the instructions in the Alaska Administrative Manual.

Technical Proposal Scores

Technical proposals will be scored using the evaluation criteria and point factors noted above. The scores for each proposal will be based upon the assigned scores identified through the evaluation process. Technical proposal scores will not be normalized.

Cost Proposal Normalization

The scores for the cost proposal portion of the evaluation will be normalized as follows: The offeror's cost proposal with the lowest Total Cost Proposal will receive 40 points. All other responsive cost proposals will be assigned a portion of the maximum score using the following formula:

The lowest Total Cost Proposal amount shall be multiplied by 40 then divided into the next lowest Total Cost Proposal to determine the points awarded. (Example: [Offeror 1: Total Cost Proposal of \$6,000.00] [Offeror 2: Total Cost Proposal of \$6,800.00] [Offeror 1 receives 40 points] [Offeror 2: $\$6,000.00 \times 40 / \$6,800.00$ points = 35.3 points])

7.02 Contract Award and Offeror Selection

After the completion of proposal evaluations and contract negotiation, if any, the Procurement Officer will issue a written Notice of Intent to Award (NOIA) to all Offerors and allow for protest rights in accordance with [subsection 2.14 Protest](#). The Offeror with the best overall combined score based on the technical and cost proposal evaluation scores will be considered the apparent winning Offeror. The NOIA will be sent to all Offerors and identify the proposal selected for award. Once the protest period is over, DEC will award the contract resulting from this RFP.

SECTION 8 APPENDICES AND ATTACHMENTS

8.01 Appendices

1. State of Alaska Standard Contract Terms and Conditions – Appendix A
2. Indemnity and Insurance – Appendix B
3. Definitions – Appendix C
4. Cost Proposal Form – Appendix D
5. Standard Agreement Form – Appendix E
6. Federal Debarment Certification – Appendix F

APPENDIX A STATE OF ALASKA STANDARD CONTRACT TERMS AND CONDITIONS

Article 1 Definitions

1.1 In this RFP and appendices, "Project Manager" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.

1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2 Inspections and Reports

2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract.

2.2 The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3 Disputes

If the Contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4 Equal Employment Opportunity

4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

4.3 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative

of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

4.4 The Contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "Contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

4.5 The Contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5 Termination

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

Article 6 No Assignment or Delegation

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

Article 7 No Additional Work or Material

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

Article 8 Independent Contractor

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

Article 9 Payment of Taxes

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

Article 10 Ownership of Documents

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the Contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the Contractor agrees that this paragraph supersedes any such statement and renders it void. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Manager. Unless otherwise directed by the Project Manager, the Contractor may retain copies of all the materials.

Article 11 Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12 Conflicting Provisions

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

Article 13 Officials Not to Benefit

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

Article 14 Covenant Against Contingent Fees

The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission,

percentage, brokerage or contingent fee except employees or agencies maintained by the Contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15 Compliance

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16 Force Majeure

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; 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 materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

APPENDIX B1 INDEMNITY AND INSURANCE

Article 1 Indemnification

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

Article 2 Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a 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, and subcontractor employees if any, 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 marine liability requirements of not less than \$500,000 per occurrence. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 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.

APPENDIX C DEFINITIONS

Contractor: A legal entity that submits a Proposal in response to the RFP and is consequently awarded the resulting contract.

Department or DEC: Alaska Department of Environmental Conservation.

Fully Burdened Rate: A single rate that includes all of the Contractor's costs to provide goods and services called for in the RFP, to include all overhead and fixed costs.

Offeror: Firm, Contractor, or entity responding to this Request for Proposal.

Operating Standards: the standards described in this RFP include without limitation: (1) applicable federal, state, and local laws and regulations, (2) applicable case law, consent decrees, and court orders, (3) applicable DEC policy and procedures as required within this RFP or made applicable to the contract at a later date in writing by the DEC, and (4) applicable professional license requirements.

Project Manager: The person(s) designated by the Alaska Department of Environmental Conservation to monitor the operations and performance of the Contractor for contract compliance, and to coordinate actions and communications between the DEC and the Contractor.

Service Commencement Date: The date the contract begins.

State: The State of Alaska or the Alaska Department of Environmental Conservation as a State Contracting Agency.

Work Product: Work Product shall mean all written reports, data, documents, books, pictures, videos, movies, computer programs, computer source code and documentation, computer software, and anything else which the Contractor produces or develops in connection with rendering any performance under the contract, but shall expressly exclude Pre-Existing Intellectual Property and any licensed property belonging to a third party.

RFP No. 180000082

Refer to RFP Section 6.06 for instructions on completing this form.

Offeror's Name:

Alaska Clean Water Funds									
Audit Costs for Fiscal Year 2019					Audit Costs for Fiscal Year 2022				
	Hours	Billing Rate	Total			Hours	Billing Rate	Total	
	[No. of Hours	X Billing Rate	=	Total]		[No. of Hours	X Billing Rate	=	Total]
Partner	_____	_____	\$	-	Partner	_____	_____	\$	-
Manager	_____	_____	\$	-	Manager	_____	_____	\$	-
Senior	_____	_____	\$	-	Senior	_____	_____	\$	-
Staff	_____	_____	\$	-	Staff	_____	_____	\$	-
Other*	_____	_____	\$	-	Other*	_____	_____	\$	-
	-		\$	-		-		\$	-
Total Cost for FY19				\$ -	Total Cost for FY22				\$ -
Audit Costs for Fiscal Year 2020					Audit Costs for Fiscal Year 2023				
	Hours	Billing Rate	Total			Hours	Billing Rate	Total	
	[No. of Hours	X Billing Rate	=	Total]		[No. of Hours	X Billing Rate	=	Total]
Partner	_____	_____	\$	-	Partner	_____	_____	\$	-
Manager	_____	_____	\$	-	Manager	_____	_____	\$	-
Senior	_____	_____	\$	-	Senior	_____	_____	\$	-
Staff	_____	_____	\$	-	Staff	_____	_____	\$	-
Other*	_____	_____	\$	-	Other*	_____	_____	\$	-
	-		\$	-		-		\$	-
Total Cost for FY20				\$ -	Total Cost for FY23				\$ -
Audit Costs for Fiscal Year 2021									
	Hours	Billing Rate	Total			Hours	Billing Rate	Total	
	[No. of Hours	X Billing Rate	=	Total]		[No. of Hours	X Billing Rate	=	Total]
Partner	_____	_____	\$	-					
Manager	_____	_____	\$	-					
Senior	_____	_____	\$	-					
Staff	_____	_____	\$	-					
Other*	_____	_____	\$	-					
	-		\$	-					
Total Cost for FY21				\$ -					

Other* = may add lines for additional staff if needed

RFP No. 180000082

Refer to RFP Section 6.06 for instructions on completing this form.

Offeror's Name:

Alaska Drinking Water Funds									
Audit Costs for Fiscal Year 2019					Audit Costs for Fiscal Year 2022				
	Hours	Billing Rate	Total			Hours	Billing Rate	Total	
	[No. of Hours X Billing Rate = Total]					[No. of Hours X Billing Rate = Total]			
Partner			\$	-	Partner			\$	-
Manager			\$	-	Manager			\$	-
Senior			\$	-	Senior			\$	-
Staff			\$	-	Staff			\$	-
Other*			\$	-	Other*			\$	-
	-		\$	-		-		\$	-
Total Cost for FY19				\$ -	Total Cost for FY22				\$ -
Audit Costs for Fiscal Year 2020					Audit Costs for Fiscal Year 2023				
	Hours	Billing Rate	Total			Hours	Billing Rate	Total	
	[No. of Hours X Billing Rate = Total]					[No. of Hours X Billing Rate = Total]			
Partner			\$	-	Partner			\$	-
Manager			\$	-	Manager			\$	-
Senior			\$	-	Senior			\$	-
Staff			\$	-	Staff			\$	-
Other*			\$	-	Other*			\$	-
	-		\$	-		-		\$	-
Total Cost for FY20				\$ -	Total Cost for FY23				\$ -
Audit Costs for Fiscal Year 2021									
	Hours	Billing Rate	Total						
	[No. of Hours X Billing Rate = Total]								
Partner			\$	-					
Manager			\$	-					
Senior			\$	-					
Staff			\$	-					
Other*			\$	-					
	-		\$	-					
Total Cost for FY21				\$ -					

Other* = may add lines for additional staff if needed

APPENDIX E

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The contract between the parties are comprised of this Standard Agreement Form (SAF) and its referenced Articles and Appendices

1. Contract Number	2. Solicitation Number	3. Vendor Number (PVN)	4. AK Business License Number
This contract/agreement is by and between the State of Alaska,			
5. Department of Environmental Conservation		Division of hereafter the "State", and	
6. Contractor		hereafter the "Contractor"	
Mailing Address	City	State	Zip Telephone Email
7. Contract Documents ARTICLE 1 DEC Independent Audit of ACWF & ADWF RFP # 180000082 and its Appendices and Amendments ARTICLE 2 Contractor's Technical and Cost Proposal dated [date] ARTICLE 3 Period of Performance: The contract's Service Commencement Date is _____ and the initial term ends on _____ ARTICLE 4 Consideration 4.1 In full consideration of the Contractor's performance of the services within this contract, the State shall pay the Contractor a sum not to exceed 4.2 When billing the State, the Contractor shall include the Contract Number and send the billing to the address and attention in Block 8:			
8. Department of Environmental Conservation		Division of	
Mailing Address		Attention:	
9. CONTRACTOR		13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - 820. Other disciplinary action may be taken up to and including dismissal.	
Name of Company			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title	Employer ID No. (EIN) or SSN		
10. CONTRACTING AGENCY		14. Signature of Head of Contracting Agency or Designee: Date	
Division	Date		
Signature of Project Director / Contract Manager			
		Typed or Printed Name of Authorizing Official	
		Jeff Rogers	
		Title	
Title		Director, Division of Administrative Services	

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

Rev 3/16

APPENDIX F FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Federal Debarment Certification Form Instructions

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.