

	Document Phase	Document Description	Page 2
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

Request for Proposal Standard Terms and Conditions

1. Authority

Division 4 of the Department of Finance Administrative Code (Chapters 355-4-1 through 355-4-6), effective October 1, 2022, is incorporated by reference and made a part of this document. To view the relevant provisions of the Administrative Code, visit our website <https://purchasing.alabama.gov/>

2. Prohibited Contacts; Inquiries regarding this RFP

From the Release Date of this Request for Proposal (hereafter referred to as RFP) until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party's Team for this transaction who may be identified herein or after the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s).

3. Nonresponsive Proposals

Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Supplemental information, including information necessary to clarify a proposal, may be required from any Proposer.

4. Changes to RFP; Changes to Schedule

The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party's designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

5. Expenses of Proposal

A Proposer will not be reimbursed for any expenses incurred in preparation of a proposal.

6. Rejection of Proposals

The State reserves the right to reject any and all proposals and cancel this Request if, in its sole discretion, it deems such action to be in its best interest.

7. The Final Terms of the Engagement

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its

	Document Phase	Document Description	Page 3
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

acceptance by the State as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the State so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

8. Choice of Law; Venue

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.

9. Not to Constitute a Debt of the State

The terms and commitments contained in the solicitation, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.

10. Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

11. Non-appropriation of funds

Section 41-4-144(c) of the Code of Alabama 1975 states: "(c) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for that purpose."

12. Open Trade/No Boycott

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

13. Dispute Resolution

	Document Phase	Document Description	Page 4
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, supplier's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar Association.

14. Cancellation

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the vendor at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

15. Sales Tax Exemption

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

16. No Indemnification

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

17. Foreign Corporation – Alabama Secretary of State Registration

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

18. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act, Sections 31-13-1 through 35, Code of Alabama 1975 as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama 1975 Contractor that is a "business entity" or "employer" as defined in

	Document Phase	Document Description	Page 5
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: “By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

To enroll in the E-Verify program visit <https://www.e-verify.gov/>

19. Conflict of Law

If any provision of this solicitation and any subsequent award shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision shall be deemed null and void.

20. Disclosure Statement

A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., of the Code of Alabama 1975. The Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Forms>

21. Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid or proposal, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

22. Supplier Qualifications

After bid opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer’s reseller authorization, professional licenses, certificates of insurance, etc.

23. Pricing

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

24. Product Delivery, Receiving and Acceptance:

	Document Phase	Document Description	Page 6
24000000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

25. Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

26. Late Payments

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama 1975 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

27. Electronic Payments

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

28. Supplier Registration

Suppliers may receive bid notices by registering for commodities at the Alabama Buys supplier portal, <https://alabamabuys.gov>

29. Internet Website Links

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this solicitation.

30. Solicitation Responses and Results

The complete bid file will be made available for review as provided by (or as outlined) in Section 41-4-115 of the Code of Alabama 1975 and Rule 355-4-1-.04 of the Department of Finance Administrative Code.

31. Exception to Terms and Conditions

Suppliers may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid or proposal concerning the contract terms and conditions. However, the State is not obligated to accept any changes to the published terms and conditions of the solicitation.

32. Intent to Award

	Document Phase	Document Description	Page 7
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

The State of Alabama Office of the Chief Procurement Officer will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: protests@purchasing.alabama.gov

33. Confidentiality

Procurement information is a public record to the extent provided by state law and shall be available to the public. Section 41-4-115 of the Code of Alabama 1975 defines what is exempt from disclosure. Additional rules are included in Rules 355-4-1-.03(4) and 355-4-1-.04 of the Alabama Department of Finance Administrative Code.

34. Click Wrap

The State of Alabama acknowledges that additional terms between the supplier and the State or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State of Alabama. If the purchase or use of the supplies or services provided utilizes a computer interface, no State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the State of Alabama. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the State of Alabama to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.

35. Assignment

Any contract which results from this solicitation shall not be assignable by supplier without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.

36. Debarment and Suspension

Supplier certifies 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 governmental department or agency. If supplier cannot certify this statement, supplier must attach a written explanation for review by the Chief Procurement Officer.

37. Merit System Exclusion

It is understood and agreed that supplier is an independent supplier and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

	Document Phase	Document Description	Page 8
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

38. Severability

In the event any provision of this solicitation or resulting contract shall not be enforceable, the remaining provisions shall continue in full force and effect.

39. Volume of Business

Except as otherwise stated in this solicitation, the State of Alabama cannot and does not guarantee any volume of business.

40. Waiver

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

41. Legislative Contract Review Committee

Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq. of the Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <https://alison.legislature.state.al.us/contract-review>. If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

42. Compliance with Ala. Act No. 2023-409.

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

By submitting a response, I hereby affirm the following:

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the State may declare the contract void if this certification is false.

	Document Phase	Document Description	Page 9
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

Revised 08/31/2023

	Document Phase	Document Description	Page 10
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

**GENERAL TERMS AND CONDITIONS FOR
REQUEST FOR SEALED PROPOSAL (RFP) FOR SERVICES**

GENERAL TERMS AND CONDITIONS FOR THIS REQUEST FOR PROPOSALS – All proposals are subject to these Terms and Conditions and all applicable laws and regulations, including Alabama Administrative Code 355-4-3-.03.

1. **PROHIBITED CONTACTS; INQUIRIES REGARDING THIS RFP** – From the Release Date of this RFP until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party’s Team for this transaction who may be identified herein or subsequent to the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s) identified herein.

Questions relating only to the RFP process may be submitted by telephone or by mail or hand delivery to the designated contact. Questions on other subjects, seeking additional information and clarification, must be made in writing and submitted via email to the designated contact, sufficiently in advance of the deadline for delivery of Proposals to provide time to develop and publish an answer. A question received less than two full business days prior to the deadline may not be acknowledged. Questions and answers will be posted at www.outdooralabama.com. It is the responsibility of the Applicant to check the website.

2. **NONRESPONSIVE PROPOSALS** - Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Proposer.

3. **CHANGES TO THE RFP; CHANGES TO THE SCHEDULE** - The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest. Changes will be posted on the website of the Soliciting Party at www.outdooralabama.com.

4. **EXPENSES FOR SELECTED VENDOR** - Unless otherwise specified, the reimbursable expenses incurred by the selected service provider shall be charged at actual cost without mark-up, profit or administrative fee or charge. Only customary, necessary expenses in reasonable amounts will be reimbursable, to include copying (not to exceed 15 cents per page), printing, postage in excess of first class for the first one and one-half ounces, travel, and preapproved consulting services. Cost of electronic legal research, cellular phone service, fax machines, long-distance telephone tolls, courier, food, or beverages are not reimbursable expenses without prior authorization, which will not be granted in the absence of compelling facts that demonstrate a negative effect on the issuance of the bonds, if not authorized.

If pre-approved, in-state travel shall be reimbursed at the rate being paid to state employees on the date incurred. Necessary lodging expenses will be paid on the same per-diem basis as state employees are paid. Any other pre-approved travel expenses will be reimbursed on conditions and in amounts that will be declared by the Issuer when granting approval to travel. Issuer may require such documentation of expenses as it deems necessary.

5. **REJECTION OF PROPOSALS** - The Soliciting Party reserves the right to reject any and all proposals and cancel this Request if, in the exercise its sole discretion, it deems such action to be in its best interest.

6. **EXPENSES OF PROPOSAL** – The Soliciting Party will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.

7. **DISCLOSURE STATEMENT** - A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., Code of Alabama 1975. Copies of

	Document Phase	Document Description	Page 11
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

the Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General's web site at https://alison-file.legislature.state.al.us/pdfdocs/joint/contract_review/AL_Vendor_Disclosure_Statement.pdf

LEGISLATIVE CONTRACT REVIEW - Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <https://alison.legislature.state.al.us/contract-review?tab=3>. If a contract resulting from this RFP is to be submitted for review the service provider must timely provide the forms and documentation required for that process.

9. THE FINAL TERMS OF THE ENGAGEMENT - Issuance of this Request For Proposals in no way constitutes a commitment by the Soliciting Party to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the Soliciting Party as evidenced by the signature thereon of its authorized representative. Provisions of this Request For Proposals and the accepted Proposal may be incorporated into the terms of the engagement should the Issuer so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

10. BEASON-HAMMON ACT COMPLIANCE. A contract resulting from this RFP will include provisions for compliance with certain requirements of the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act* (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama, 1975, as amended), as follows:

E-VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama, 1975, as amended, Contractor that is a "business entity" or "employer" as defined in Code Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security program and will use that program for the duration of this contract.

CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k):

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11. Protest Period. A bona fide applicant that is aggrieved in connection with the solicitation of a contract may protest to the Chief Procurement Officer. See generally State of Alabama Department of Finance Administrative Code Regulations at administrative-code-355-4-1-01-thru-06.pdf (alabama.gov).

12. Compliance with Laws. Applicants acknowledge and agree to comply with all applicable State regulations and laws, Federal regulations and laws, and ADCNR policies, guidelines, and standards.

	Document Phase	Document Description	Page 12
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

Alabama Department of Conservation and Natural Resources (ADCNR)

REQUEST FOR SEALED PROPOSALS FOR
CONTRACT AUDIT SERVICES FOR
DEEPWATER HORIZON RESTORATION FUNDS
FOR THE AUDIT PERIOD OF JANUARY 1, 2022 THROUGH
DECEMBER 31, 2023, and/or other periods as specified by ADCNR

All proposals are due no later than 12:00 p.m. (NOON) CST, February 20, 2024.

Alabama Department of Conservation & Natural Resources

Attention: Joseph Osenton

64 North Union Street, Room 430

Montgomery, AL 36130

THIS RFP CONTAINS INFORMATION UNDER
THE FOLLOWING HEADINGS:

Statement of Work

**Attestation and Consulting Services for
Deepwater Horizon Natural Resource Damage Assessment and Restoration Funds**

The Alabama Department of Conservation & Natural Resources (ADCNR or Trustee) is soliciting sealed proposals from qualified firms of certified public accountants licensed in the State of Alabama to conduct

	Document Phase	Document Description	Page 13
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

an Agreed Upon Procedures (AUP) engagement of the Deepwater Horizon Natural Resource Damage Assessment and Restoration (NRDAR) funds. The AUP covers NRDAR funds received by the ADCNR as a result of the Deepwater Horizon Oil Spill for the period January 1, 2022 through December 31, 2023, and/or any other period requested by ADCNR. The purpose of the AUP is to evaluate the accuracy of funds reported on the project(s) Statement of Receipts and Expenditures and compliance with the Restoration agreements and procedures, including the:

1. Framework for Early Restoration Addressing Injuries Resulting from the *Deepwater Horizon* Oil Spill;
2. Project Stipulation Agreement(s) Regarding Early Restoration of Natural Resource Damages Resulting from the *Deepwater Horizon* Oil Spill;
3. Restoration Agreement among the United States and the Gulf States Relating to Natural Resource Restoration (Restoration Agreement).
4. Resolutions signed by the Trustee Council or Trustee Implementation Groups that involve financial approvals or transactions; and
5. Trustee Council Standard Operating Procedures for Implementation of the Natural Resource Restoration for the Deepwater Horizon Oil Spill.

The contractor will conduct the engagement in accordance with attestation standards specified herein. The engagement to apply AUPs will be conducted in accordance with the current Chapter 7 of the Government Auditing Standards (GAGAS) and the current Statements on Standards for Attestation Engagements (SSAE) No. 18, as established by the American Institute of Certified Public Accountants (AICPA). The procedures to be performed in connection with this engagement are included as Attachment A to this Statement of Work (SOW). Accordingly, the contractor will evaluate, on a test basis, the documentation available to support the amounts reported by the Trustee in the annual project reports and compliance with guidelines and documents listed above.

As part of the procedures, the contractor will consider ADCNR's programmatic internal controls over financial reporting and compliance in order to perform the procedures noted herein as Attachment A to this SOW. The contractor will not provide assurance on the internal control over project financial reporting and compliance. In accordance with GAGAS, the contractor should report any significant deficiencies, material weaknesses, instances of fraud, non-compliance with provisions of laws, regulations, contracts, and/or agreements, or abuse to the Trustee immediately upon identification of such matters.

Inputs into the annual financial reports generated by the DIVER Restoration Management Portal are the responsibility of the Trustee. In this regard, the Trustee is responsible for supporting cost documentation and reconciling supporting documentation with annual financial reports. The Trustee is also responsible for providing sufficient supporting documentation to the contractor in order to perform the AUP procedures.

Government Auditing Standards also require that the contractor obtain a representation letter covering the information reported by the Trustee in the Statement of Receipts and Expenditures from certain members of the Trustee's management. The results of the procedures performed, findings identified, the responses to the contractor's inquiries, and the written representations comprise the evidential matter the contractor will rely upon in the AUP report over procedures performed and findings on the Statement of Receipts and Expenditures and compliance with Restoration agreements and procedures.

Background:

On April 20, 2011, the *Deepwater Horizon* Natural Resource Trustees and BP Exploration and Productions Inc. (BP) executed an agreement, which established a \$1 billion fund for early restoration projects in the Gulf to address injuries to natural resources caused by the *Deepwater Horizon* (DWH) Oil Spill (the Spill). This early restoration agreement, entitled "Framework for Early Restoration Addressing Injuries Resulting from the *Deepwater Horizon* Oil Spill" (the Framework Agreement), represented an initial step toward the restoration of natural resources injured by the Spill.

	Document Phase	Document Description	Page 14
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

On or about August 6, 2010, BP established a trust account, the *Deepwater Horizon* Oil Spill Trust (the Trust), as a repository for certain funds potentially owed by BP as a result of the Spill. A separate subaccount within the Trust was established for the holding and disbursement of early restoration funds (the Early Restoration Subaccount).

Funds from the Early Restoration Subaccount were deposited into individual trustee account(s) specified by the implementing trustee(s). Under the Framework Agreement, early restoration funds were disbursed from the Early Restoration Subaccount to the designated Trustee account or accounts after project- specific agreements/ stipulations were signed and filed with the DWH Multi-District Litigation Court (the MDL Court; 2:10-md-02179 *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico*) and the requirements/ triggers set forth in those agreements/stipulations were completed.

On April 4, 2016, a global settlement agreement between the United States, the five Gulf States, and BPXP was approved. In Appendix 2 to the Consent Decree, which is the Restoration Agreement Among the United States and the Gulf States Relating to Natural Resource Restoration (Restoration Agreement), the parties agreed to develop Standard Operating Procedures (SOP) for the long-term management, implementation, and administration of settlement funds for natural resource restoration. These SOPs include (but are not limited to) funding, administrative procedures, project reporting, administrative accounting and independent auditing.

With entry of the Consent Decree, the Framework Agreement has been terminated and replaced by the Restoration Agreement. These restoration projects are now part of the general portfolio of Trustee-approved restoration projects and are subject to these SOPs. As described in the Restoration Agreement, previously undisbursed Early Restoration funding was distributed to the appropriate Restoration Areas.

Engagement Objective and Purpose:

The objective of the AUP engagement is to perform the procedures, included as Attachment A to this SOW, to verify whether the information reported by the Trustee in the Statement of Receipts and Expenditures is accurate and is in compliance with the documents and guidelines listed above, and any applicable state and federal regulations. The contractor should report all findings related to noncompliance with any provisions of the established restoration agreements or procedures.

Location of Financial Records:

Supporting documentation is electronic. The Trustee will provide supporting documentation covering the time period of the engagement. Travel is not expected.

Pre-Engagement and Exit Conference:

A Pre-Engagement Conference will be held to establish the liaison for the Trustee Agency. The following source documents will be provided to the contractor before the pre-engagement conference: The Early Restoration Framework Agreement; the project stipulation agreement(s); applicable resolutions; and the Trustee Council Standard Operating Procedures for Implementation of the Natural Resource Restoration for the Deepwater Horizon Oil Spill. The contractor is to provide a preliminary schedule of documents and records needed by the contractor based on the contractor's assessment of the documents listed above. Arrangements for work-space and any other needs of the contractor will be discussed at this time.

An Exit Conference with ADCNR will be held once the engagement is complete by the contractor to summarize the results and to discuss findings and any corrective action needed by the Trustee.

Deliverables:

Upon completion of the engagement, the contractor will issue reports covering: the periods January 1, 2022 through December 31, 2022 and January 1, 2023 through December 31, 2023, and/or any other

	Document Phase	Document Description	Page 15
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

period requested by ADCNR. ADCNR may request additional or different timeframes at its discretion. The procedures performed and all findings and instances of non-compliance identified and include the following:

1. Independent Accountant’s Report on Applying Agreed Upon Procedures;
2. Contractor’s Report on Schedule of Agreed Upon Procedures and Findings; and
3. Contractor’s Report on Observations and Recommendations.

Engagement Schedule:

Deliverable	Required Delivery Date
Pre-Engagement Conference (CY 2022)	Within 3 days of the award date
Project Management & Data Management Plans (CY 2022)	Within 10 days of the Pre-Engagement Conference
Progress Meetings	Bi-weekly
Draft Report (CY 2022)	By 90 days of the award
Trustee Draft Report Review Period (CY 2022)	30-day review period
Final Report (CY 2022)	Within 6 months of the award
Pre-Engagement Conference (CY 2023)	Within 10 days of the beginning of the 7th month of the performance period.
Project Management & Data Management Plans (CY 2023)	Within 10 days of the Pre-Engagement Conference
Progress Meetings	Bi-weekly
Draft Report (CY 2023)	By 90 days of the beginning of the 7th month of the performance period.
Trustee Draft Report Review Period (CY 2023)	30-day review period
Final Report (CY 2023)	Within 12 months of the award

	Document Phase	Document Description	Page 16
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

Attachment A: SCHEDULE OF AGREED-UPON PROCEDURES AND FINDINGS

Element	Procedure Performed	Finding
Receipts	Verify that NRDAR funds received by Trustee for the period are documented and recorded in accordance with the Restoration and Framework Agreement, stipulation agreements, resolutions, and the TC SOP.	
Expenditures	Verify expenditures by each Trustee for the period are recorded, documented, and compliant with the Restoration and Framework Agreement, stipulation agreements, resolutions, and the TC SOP.	
Cost Documentation	Select a sample of receipt and expenditure transactions to ensure that cost documentation maintained by each Trustee meets the minimum documentation set forth in the TC SOP.	
Statement of Receipts and Expenditures	Verify financial information recorded in the Restoration Management Portal (DIVER) is accurate, complete, and adequately supported in the corresponding cost documentation.	

	Document Phase	Document Description	Page 17
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

SECTION II General Information for Proposers

To be a registered Vendor with the State of Alabama, interested Vendors must complete an online registration form at Login: Buyer alabama (alabamabuys.gov).

A. Submission of Proposals

1. **All proposals are due no later than 12:00 p.m. (NOON) CST, February 20, 2024.** It is the sole responsibility of the proposer to ensure actual delivery of the proposal prior to the deadline. Submissions must be received by physical delivery (mail, courier, overnight, or in person). Email or facsimile submissions will not be accepted. Submissions that are late or are otherwise not compliant with this Request for Proposal (“RFP”) may be eliminated from consideration.
2. A total of three (3) printed copies shall be provided and shall be provided in a sealed wrapper or container with the following plainly marked on the front:

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
PROPOSAL FOR DWH RESTORATION FUNDS AUDIT

3. All proposals shall be sent to the following address:

Alabama Department of Conservation and Natural Resources Attention: Joseph Osenton
64 N. Union Street, Room 430
Montgomery, Alabama 36130 (Physical Zip for non-U.S. Postal couriers – 36104)
4. Proposals should be prepared simply and economically and provide a concise description of the bidder’s response to the requirements of this RFP. Emphasis should be on completeness, relevance, and clarity. The ADCNR will not be responsible for any costs incurred by any bidder in the preparation of a proposal or oral presentation to the evaluation committee.
5. **Proposals must include the following completed and signed forms, most found here: <https://alison.legislature.state.al.us/contract-review?tab=3>**
 - Immigration Status Form
 - Vendor Disclosure Statement
 - Certificate of Compliance
 - W-9
 - E-Verify Memorandum of Agreement

B. Addenda to the RFP

Any modifications made to the RFP prior to the proposal due date will be placed on the ADCNR website: www.outdooralabama.com.

C. Questions and Inquiries

All questions/inquiries related to this RFP must be submitted in writing via email to joseph.osenton@dcnr.alabama.gov Subject line should read: “Question – RFP for Audit Services”. **Questions must be received no later than 12:00 p.m. (NOON) CST on February 16, 2024.** Questions and answers will be posted to the ADCNR’s website: www.outdooralabama.com. It is the responsibility of interested vendors to monitor the ADCNR website for addenda issued and questions asked and answered concerning the RFP.

D. Delivery Schedule

The audit report should be completed and submitted within sixty (60) days from the date of the pre-audit conference, however, this deadline may be shortened or extended upon mutual agreement of the parties.

	Document Phase	Document Description	Page 18
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

E. Payment Schedule

Payment will be made upon completion and receipt of the deliverables.

F. Minimum Qualifications

Proposals will be accepted from firms where both the firm and the auditor in charge are licensed with the Alabama State Board of Public Accountancy.

G. Informalities and Irregularities

The ADCNR reserves the right, in its sole discretion, to waive minor defects or variations of a Proposal from the exact requirements set forth in this RFP. If insufficient information is submitted in a proposal for the ADCNR to properly evaluate the Proposal, the ADCNR has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested has no more than a negligible effect on the price, quality, quantity, delivery, or performance time of the services being procured. Waivers shall in no way modify the RFP requirements or excuse a submitter from full compliance with the RFP's specifications and other requirements of the contract in the event the submitter being granted the waiver is awarded the contract.

H. Additional Rights Reserved

While the ADCNR has every intention to award a contract as a result of this RFP, issuance of this RFP in no way constitutes a commitment by the ADCNR to award and execute a contract. Upon determination such action would be in its best interest, the ADCNR, in its sole discretion, reserves the right to cancel or terminate this RFP; reject any and all of the proposals submitted in response to this RFP; change its decision with respect to the selection and to select another proposal; amend the RFP; and not award a contract. Furthermore, even in the event an award of a contract is made to a vendor, it is not final until full execution of a written negotiated contract detailing the final terms and an agreed upon scope of work. If ADCNR deems, at its sole discretion, that a satisfactory agreement cannot be reached in accordance with an initial selection of a vendor, the ADCNR reserves the right to proceed with efforts to make another selection based upon proposals submitted pursuant to this RFP.

SECTION III

Information Required from Proposers

Proposals must be submitted in the format outlined below:

- A. Qualifications of the Firm
 1. Business Organization

State the full name and address of your organization, and if applicable, the branch office or other subordinate element that will perform or assist in performing the work hereunder. Indicate whether you operate as an individual, partnership, or corporation; if as a corporation, include the state in which you are incorporated. State whether you are licensed to operate in the State of Alabama.

2. Prior Experience

As part of your proposal, include a brief statement concerning the relevant experience of persons from your firm who will be associated at the highest management levels, with the proposed engagement. Also, include a list of projects of similar size and scope completed by any or all members of the proposed project team within the past five (5) years. For each referenced project, include the name, telephone number and/or email address of a responsible individual who may be contacted for a reference.

3. Personnel

Identify the lead individuals by name and title and include a resume of each. Provide the Alabama State Board of Accountancy license numbers of the firm and proposed auditor in charge.

4. Authorized Officials

	Document Phase	Document Description	Page 19
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

Include the names and telephone numbers of personnel authorized to execute the proposed contract with the ADCNR.

5. Additional information and comments

Include any other information believed to be pertinent but not specifically requested in this RFP.

B. Planned Approach

Provide a summary discussing the project management approach that the bidder's project team will take to achieve the scope of work within the delivery schedule established in this RFP.

C. Cost Proposal

Include a separate cost statement showing proposed fees to perform the audit services for each Calendar Year (CY). This information should include a table identifying each level of staff hours planned for the audit and the proposed rates and an itemized listing of all other expenses or fees proposed, including travel. ADCNR reserves the right to award the contract to a vendor(s) other than the lowest-price vendor, if a higher-priced proposal is the most advantageous to the State as determined by ADCNR.

List the assumptions upon which the fees may be based, if any. That is, identify any conditions that would cause the firm to request a change in a proposed fee.

SECTION IV CRITERIA FOR EVALUATION

A. General.

Proposals will be evaluated by an evaluation committee. Selection will be based on all the factors listed and will represent the best performance and most reasonable costs for the ADCNR. ADCNR reserves the right to award the contract to a vendor(s) other than the lowest-price vendor, if a higher-priced proposal is the most advantageous to the State as determined by ADCNR. Oral presentations and interviews may be required as part of the evaluation process.

A. Factors

The following factors serve as the criteria in making the selection (order does not indicate priority):

1. Cost of audit – 25%

This criterion shall be judged by reasonableness in relation to the merits of the proposal. ADCNR reserves the right to award the contract to a vendor(s) other than the lowest-price vendor, if a higher-priced proposal is the most advantageous to the State as determined by ADCNR. Firms must be registered in the State of Alabama Accounting and Resource Systems (STAARS) to receive payment.

2. Responsiveness – 25%

The responsiveness of the proposal in clearly stating and understanding the work to be performed.

3. Qualifications and experience of the Firm – 25%

This includes the size and structure of the firm and ability to maintain continuity of project; past work history and experience of firm in similar types of audits; input from references as requested by ADCNR, and the ability of the firm to meet the terms of the RFP; and the relevancy of the vendor's experience.

4. Qualifications and experience of staff – 25%

This includes individuals' education, certifications, position in the firm, and the years and types of experience will be considered.

	Document Phase	Document Description	Page 20
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

SECTION V Additional Provisions

A. Nondiscrimination.

The ADCNR does not discriminate on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operation of its programs, services, or activities.

B. ADCNR Not Responsible for Preparation Costs

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as may be requested by the ADCNR are entirely the responsibility of the submitter. The ADCNR is not responsible for any expense incurred by the submitter in the preparation and presentation of a proposal or any other costs incurred by the submitter in the preparation and presentation of a proposal or any other costs incurred by a submitter prior to execution of a contract.

C. Boycott

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

D. Immigration / E-verify

In compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act ("Act"), as a condition for the award of a contract to a business entity or employer that employs one or more employees, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. As a condition for the award of a contract, a business entity or employer will also be required to acknowledge that it will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama and will be required to execute a certificate of compliance with the Act.

E. Disclosure Statement

The entity to whom the contract is awarded will be required to complete, sign, and submit a Conflict of Interest Disclosure Statement to the DCNR in accordance with Act 2001-955. The Disclosure Statement Form may be found at www.ago.state.al.us/File-AL-Vendor-Disclosure-Statement.

	Document Phase	Document Description	Page 21
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

ATTACHMENT A
Sample Contract Language

KNOW ALL MEN BY THESE PRESENTS that the State of Alabama, Department of Conservation and Natural Resources, hereinafter referred to as "ADCNR", and _____, hereinafter referred to as "Contractor" for and in consideration of the terms and conditions herein, hereby agree as follows:

1. **Services.** Contractor shall provide audit services to ADCNR in accordance with the guidelines, terms and conditions set forth in ADCNR's RFP and Contractor's Proposal dated _____, all of which documents are attached hereto as Exhibit A and incorporated herein by reference.
2. **Consideration.** As consideration for the services rendered pursuant to this Contract, ADCNR agrees to compensate the Contractor an amount equal to the rates set forth in Contractor's Proposal (Exhibit A). The total of this Contract shall not exceed ____.
3. **Term.** This Contract shall commence on __, or the date of the Governor's signature, whichever occurs later, and is expected to end one (1) year from the date of commencement. Upon written agreement of the parties the contract may be extended at the discretion of ADCNR to perform additional audit services.
4. **Government Approvals Required.** Contractor acknowledges and understands that this Contract is not effective until it has received all required state government approvals, and Contractor shall not begin performing work under this contract until notified to do so by ADCNR. Contractor is entitled to no compensation for work performed prior to the effective date of this Contract.
5. **Termination.** ADCNR may terminate this contract within thirty (30) days written notice to Contractor and shall pay and reimburse the Contractor for direct costs and expenses incurred during that thirty (30) day period, even if the costs may be invoiced thereafter. Contractor may terminate this contract within thirty (30) days written notice to ADCNR. All costs incurred prior to the termination date must be invoiced within six months of termination or by the end of the fiscal year in which the termination date occurs, whichever is earlier.
6. **Amendments.** This Contract may not be amended or otherwise altered, nor assigned or otherwise transferred without the express written consent of the parties. The Parties may agree to amend this Contract to perform audit services for subsequent calendar years.
7. **Anti-Assignment/Subcontracting.** Contractor acknowledges that it was selected by ADCNR to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this Contract, in whole or in part without the prior written consent of ADCNR, which ADCNR may, in its sole discretion, approve or deny without reason. Contractor must notify ADCNR and submit a request in writing to subcontract prior to assigning or subcontracting any portion of this Contract. Any attempted assignment or transfer of its obligations without consent shall be null and void. No such approval by ADCNR of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of ADCNR in addition to the total fixed price agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that ADCNR may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.
8. **Independent Contractor.** **By entering into this contract, the contractor is not an agent of the state, its officers, employees, agents or assigns. The contractor is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.**
9. **Proration.** In the event of the proration of the fund from which payment under this Contract is to be made, the Contract will be subject to termination by ADCNR.
10. **Debt of State.** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.
11. **Availability of Funds.** It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and availability of funds under the program for which this Contract is awarded.
12. **Applicable Laws.** This Contract shall be governed by and construed in accordance with the laws of the State of Alabama, and notwithstanding any provision to the contrary, the venue of any legal action brought in connection with this Contract shall be in the Circuit Court of Montgomery County, Alabama. Contractor shall comply with applicable federal, state and local laws and regulations. In the event, any provision of this contract is unenforceable as a matter of law, the remaining provision will remain in full force and effect.
13. **Conflict of Interest.** Contractor shall immediately notify ADCNR in writing of any interests (financial, contractual, organizational, or otherwise) relating to the services to be performed under this Contract that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) with respect to the National Oceanic and Atmospheric

	Document Phase	Document Description	Page 22
2400000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

Administration, the Department of Interior, ADCNR, or the Project that would impinge on Contractor's ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

Contractor further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to ADCNR's satisfaction, such conflict of interest (or apparent conflict of interest). If such conflict cannot be resolved to ADCNR's satisfaction, ADCNR reserves the right to terminate this Contract per the Termination for Convenience clause of this Contract.

14. Authority to Contract. Contractor warrants that (a) it is a validly organized business with valid authority to enter into this Contract; (b) it is qualified to do business and in good standing in the State of Alabama; (c) entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; and (d) notwithstanding any other provision of this Contract to the contrary, there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.
15. Failure to Enforce. Failure by ADCNR, at any time, to enforce the provisions of this Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Contract or any part thereof or the right of DCNR to enforce any provision at any time in accordance with its terms.
16. Records Retention. All records related to this Contract shall be retained by Contractor for a minimum period of six (6) years after final payment is made under this Contract. However, if audit, litigation, or other action arising out of or related in any way to this contract or the services performed thereunder is commenced before the end of the six (6) year period, the records shall be retained for one year after all issues arising out of the action are finally resolved, or until the end of the six (6) year period, whichever is later.
17. Inspection of Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the Alabama Department of Examiners of Public Accounts, ADCNR, or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the services performed under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.
18. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("Force Majeure Events"). When such a cause arises, Contractor shall notify DCNR immediately in writing of the cause of its inability to perform, how the Force Majeure event affects its performance, and the anticipated duration of the inability to perform. In the event of delays in delivery or in meeting completion dates due to Force Majeure Events, DCNR will extend such dates for a period not to exceed the duration of the delay caused by such events, unless the ADCNR determines that termination of the Contract is in the State's best interest.
19. Indemnification. Contractor shall indemnify ADCNR and DCNR's officers, directors, agents, and employees for all costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of Contractor or in connection with the performance of its professional services hereunder.
20. No Limitation of Liability. Nothing in this Contract shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor.
21. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the Contract terms and conditions, ADCNR, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that ADCNR may have.
22. Debarment and Suspension. The Contractor certifies to the best of its knowledge and belief that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

	Document Phase	Document Description	Page 23
24000000003	Final	RFP for NRDAR Audit Services	Total Pages: 23

23. Open Trade. In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.
24. Nondiscrimination. Contractor understands that ADCNR is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, pregnancy, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the Contract that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Alabama, and local laws and regulations, as now existing and as may be amended or modified.
25. Contract a Public Record. Upon signing of this Contract by all parties, the terms of the Contract become available to the public pursuant to Alabama law. Contractor agrees to allow public access to all documents, papers, letters, or other material subject to the current Alabama law on disclosure.
26. Notices. All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by overnight courier service (receipt requested) to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when received or when refused. The parties agree to promptly notify each other in writing of any change of address.
For Contractor: name, title, contractor, address
For the Agency: name, title, agency, address
27. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract.
28. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.
29. Immigration Laws. By signing this Contract, the contracting parties affirm, for the duration of the Contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.
30. Alternative Dispute Resolution. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party’s sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
31. Not Entitled to Merit System. Contractor understands and agrees that it is not hereby entitled to any benefits of the Alabama State Merit System.