

Alabama Insurance Underwriting Association
REQUEST FOR PROPOSALS
for
Certified Public Accounting Services

Responses to this Request for Proposals must be received on or before the date and time specified below. All Respondents must complete the following:

Company Name:	_____
Address:	_____
City St Zip:	_____
Phone No.:	_____
E-mail address:	_____
Federal Tax ID #:	_____

Return by: 5:00 PM, CDT, December 1, 2021

General Instructions: Respondents must submit a response to this Request for Proposals on or before the return date and time. Pricing must remain good for 180 days. All charges related to the services must be provided in the response. **NOTE: (1) Late responses will not be considered, and (2) award will be made in the best interest of the Alabama Insurance Underwriting Association (AIUA.)**

NOTE: FAILURE TO RETURN ALL PAGES OF THIS RFP DOCUMENT WILL DISQUALIFY YOUR RESPONSE. YOU MAY ATTACH ADDITIONAL PAGES IF NECESSARY.

The Respondent's authorized agent must sign below. By signing this response, Respondent acknowledges that all information contained in the document is true and correct. Respondent acknowledges and represents that Respondent has read, acknowledges and accepts all requirements of this RFP. Failure to sign below will disqualify this response.

Authorized Signature

Title

Date

Information Index

1. **Type of Solicitation:** Request for Proposals (RFP)
2. **Issuer:** Alabama Insurance Underwriting
315 East Laurel Avenue
Suite #216-D
Foley, Alabama 36535
3. **Responses Requested From:** Qualified Providers
4. **Type:** Certified Public Accounting Services
5. **Responses to RFP:** Formal proposal for audit services in accordance with Statutory Accounting Principals
6. **Contract, if any, resulting from RFP:** Contract will incorporate RFP and Respondent's Response, subject to the limitations described in this RFP and approval by the AIUA.
7. **Schedule of Events:**

RFP Issued	November 10, 2021
Questions Due	November 17, 2021
Answers Posted	November 24, 2021
Proposals Due	December 1, 2021 5:00 pm CDT
8. **Term:** Audit of Year Ended October 31, 2021
9. **AIUA Contact Personnel for this RFP:**
Amber Wilder, Sr. Accounting
Administrator amber@aiua.org
251.201.7234

William "Bill" Buckley, President
bucklevb@aiua.org 251.201.7225
10. **Letters of Intent to Submit a Response:** Not Applicable
11. **Evaluation of Responses:**

<u>Criteria</u>	<u>Weight</u>
Experience and References:	50 points
Price/Cost:	50 points
<u>Total:</u>	<u>100 points</u>

RFP Checklist

Please use this checklist to verify that all required information is included with your proposal:

(Please check each item as completed before submitting proposal.)

- Identifying information completed, including e-mail address.
- Signature of authorized individual.
- Formal proposal to include:
 - Introduction of Firm to include background, practice areas, experience in P&C industry
 - Formal qualifications of proposed audit team.
 - Relevant industry references
 - Proposed audit fee
 - Proposed audit timeline
 - Preliminary audit plan including the use of virtual audit tools, remote fieldwork, etc.
 - Peer review report

If sent by the U.S. Postal Service

__William Buckley__
Alabama Insurance Underwriting Association
315 East Laurel Ave.
Suite #216-D
Foley, Alabama 36535

If sent by other delivery service

__William Buckley__
Alabama Insurance Underwriting Association
315 East Laurel Ave.
Suite #216-D
Foley, Alabama 36535

- Typewritten original and 1 copy of RFP filed with AIUA.

All proposals will be reviewed to determine compliance with instructions in this RFP. Failure to provide all required documentation or comply with all requirements will result in rejection of the proposal as non-responsive. The AIUA reserves the right to waive minor administrative irregularities that do not have a material adverse effect on the overall project cost or performance in the opinion of the AIUA.

REQUEST FOR PROPOSALS

Part I. General Information

Introduction. The Alabama Insurance Underwriting Association (AIUA) solicits proposals from certified public accountant (CPA) firms interested in providing financial audit services to the AIUA. This RFP is not an offer to contract but seeks the submission of proposals from qualified, interested CPA firms. The AIUA reserves the right to reject any or all proposals and to solicit additional proposals or the AIUA may choose to withdraw this RFP.

1.1. Contract Process.

The AIUA will review and evaluate the proposals as described in this RFP and may select a qualified Respondent. The AIUA will award a contract, if any, to serve the best interests of the AIUA.

Respondents are cautioned to read the terms and conditions and attached specifications carefully. If a contract is awarded, it will be based on Respondent's responses to these specifications. Failure to provide the required information with the RFP response will disqualify the response from consideration for award in connection with this transaction. The AIUA reserves the right to waive minor irregularities in an otherwise valid proposal. Minor irregularities are those that do not have a significant adverse effect on the overall project cost or performance.

RFP RESPONSES MUST BE RECEIVED BEFORE THE INDICATED DEADLINE.

Submit sealed Responses to one of the following:

<p><u>Mail:</u> _____ William Buckley Alabama Insurance Underwriting Association 315 East Laurel Avenue Suite #216-D Foley, Alabama 36535</p>	<p><u>Hand Delivery or Courier to:</u> _____ William Buckley Alabama Insurance Underwriting Association 315 East Laurel Avenue Suite #216-D Foley, Alabama 36535</p>
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Respondents must submit an original and one (1) copy of their RFP response. Respondents must sign in ink on page 1 of this RFP in the space entitled "AUTHORIZED SIGNATURE." Failure to manually sign this space on page 1 of the RFP will disqualify the response.

A response to this RFP must include all of the information requested. Any submitted responses and all attachments will be referred to in this RFP as "Proposal," "Response" or "Proposal Response."

1.2. General Terms.

1.2.1. Term of Contract. The term of any contract resulting from this RFP shall be for the audit of the three years ended October 31, 2021, through October 31, 2023.

1.2.2. Governing Law. The RFP and any resulting contract shall be governed, construed, and interpreted in accordance with the laws of the State of Alabama (but not rules governing conflicts of law issues).

1.2.3. Additional Terms and Conditions. Any terms and conditions attached or submitted with an RFP Response will not be considered by the AIUA unless the Respondent specifically refers to them and requests approval by the AIUA of such terms and conditions. Such Respondent's terms and conditions may result in the disqualification of the RFP response.

1.2.4. Amendments. Any resulting contract may be amended only upon the written agreement between the AIUA and Respondent.

1.2.5. Requirements. In submitting responses, Respondents agree to comply with all requirements of the RFP. All parts of this RFP are incorporated as part of any resulting contract for all purposes.

1.2.6. Qualifications. To be entitled to consideration, Respondents must have available the necessary qualified personnel, skills, experience, organization and facilities to fulfill all the services required under this RFP and any resulting contract.

1.2.7. Employment of AIUA Staff. Contractor shall not knowingly engage on a full-time, part-time, or other basis during the period of the contract any professional or technical personnel, who are or have been in the employment of AIUA during the previous twelve (12) months, except retired employees or contractual consultants, without the written consent of AIUA.

1.2.8. Novation. In the event of a change in the corporate or company ownership of Contractor, the AIUA shall retain the right to continue the contract with the new owner or terminate the contract. The new corporate or company entity must agree to the terms of the original contract and any amendments thereto. During the interim between legal recognition of the new entity and the AIUA execution of the novation agreement, a valid contract shall continue to exist between the AIUA and the original Contractor. When, to the AIUA's satisfaction, sufficient evidence has been presented of the new owner's ability to perform under the terms of the contract, the AIUA may approve the new owner and a novation agreement shall be executed.

1.2.9. No Conflicts. Respondent represents and warrants that Respondent has no actual or potential conflicts of interest in providing the services to the AIUA under any resulting contract and that Respondent's provision of services under the contract would not reasonably create an appearance of impropriety.

1.2.10. Financial Interests. Respondent represents and warrants that neither Respondent nor any person or entity that will participate financially in the contract has received compensation from the AIUA for participation in preparation of the RFP or other specifications for this RFP and any resulting contract.

1.2.11. ADA. Respondent represents and warrants that it will comply with the requirements of the Americans with Disabilities Act (ADA).

1.2.12. False Statements; Breach of Representations, etc. By signing Respondent's Proposal or Response, Respondent makes all the representations, warranties, guarantees, certifications and affirmations included in this RFP. If Respondent signs the Proposal or Response with a false statement, or it is subsequently determined that Respondent has violated any of the representations, warranties, guarantees, certifications or affirmations included in this RFP, Respondent will be in default under the contract.

1.3. Evaluation Criteria. Proposals that are submitted in compliance with this RFP will be evaluated by the AIUA according to the criteria set out in the table below.

Criteria for AIUA Evaluation of Proposal Responses:	
(1) <i>Experience & References:</i> Strength of skills, experience and qualifications of the specific individuals who are anticipated to perform the services described in this RFP, including knowledge of the P&C industry. References should be clear as to the type of work performed. Quality, reliability and ability to provide the services detailed in this RFP.	50 points
(3) <i>Price/Cost:</i> Proposed costs, reasonableness of costs, hourly rates and costs assigned to personnel.	50 points
TOTAL:	100 points

1.4. Anticipated Timetable. The AIUA currently anticipates that the selection of a qualified firm and execution of the contract will proceed according to the following approximate timetable. The AIUA reserves the right, in its sole discretion, to revise all deadlines related to this RFP and post notice of these revisions on the AIUA website:

Issuance of Request for Proposals	November 10, 2021
Deadline for Written Questions	November 17, 2021
Answers Posted	November 24, 2021
Deadline for Proposal Responses	December 1, 2021 5:00 pm CDT

1.5. Contact Persons. The following individuals are the AIUA contact persons with regard to the acts necessary to be performed in accordance with provisions of this RFP.

1.5.1. AIUA Contact Person Prior to Award. All requests for information concerning the scope of work of this RFP must be directed **in writing**, by the date and time indicated above, to Amber Wilder. All requests for information concerning this RFP must be directed **in writing**, by the date and time indicated above, to Amber Wilder.

1.5.2. AIUA Contract Person Following Award. The contact person for day-to-day administration of the contract and any work orders will be as set forth in the contract. These individuals may appoint one or more delegates to assist in the day-to-day administration of the contract and may notify selected Respondents in writing of those delegates.

1.5.3. AIUA Contact Person for Invoices and Payment. The contact person for matters relating to invoicing and payment processing for any resulting contract will be Amber Wilder.

1.5.4. The above individuals may be referred to collectively as “AIUA Contact Person” in this RFP.

1.6. Written Questions: AIUA’s Response. Respondents may submit any questions about the RFP **in writing** to Amber Wilder, AIUA, no later than the date and time indicated above or via e-mail at amber@aiua.org. The AIUA will respond to these written questions in two ways: (1) the AIUA will e-mail its response to all potential respondents that submit an e-mail request for such a response; and (2) the AIUA will post its response on the AIUA website as an amendment to the RFP posting. The AIUA will not mail any responses. The AIUA will make every reasonable effort to post and e-mail responses by close of business on the date indicated above to written questions received by the deadline indicated above. The AIUA reserves the right, in its sole discretion, to revise all deadlines related

Part II. Specifications

2.1. General Requirements. The AIUA is soliciting responses from qualified respondents to provide the services described in this RFP.

2.1.1. General Qualifications. The AIUA requires certified public accounting services from experienced certified public accounting firms. Please verify that the firm proposing to provide services has the following qualifications:

2.1.1.1. Minimum of three “Certified Public Accountants” (CPA) on staff with 10 or more years of financial audit experience. Property and casualty insurance industry experience preferred.

2.1.1.2. Experience in auditing and reporting under statutory accounting principles.

2.1.1.3. Demonstrated knowledge, through experience, of the property and casualty insurance industry.

2.1.1.4 Provide a background description of the organization, including:

2.1.1.4.1 The full company or corporate name, address of the headquarters office and the office to serve the AIUA;

2.1.1.4.2 How the business is organized (proprietorship, partnership, corporation, L.L.C.), and parent or subsidiary corporations. Include an organizational chart depicting the Respondent’s organization in relation to any parent, subsidiary, or related organization;

2.1.1.4.3 The name, office address, and business telephone numbers of the principal officers of the organization;

2.1.1.4.4 The year in which the Respondent was first organized to do business;

2.1.1.4.5 The percentages and types of other services that Respondent provides;

2.1.1.4.6 The organization’s experience in providing audit services to insurance entities;

2.1.1.4.7 Examples of previous audits Respondent has conducted for insurance entities (Respondent may redact privileged or confidential information); and

2.1.1.4.8 Disclosure of any disciplinary action, investigation, litigation, or judgment regarding the provision of professional services against the Respondent, including its parent company and subsidiary, or any of its officers, directors, and employees of which the Respondent has knowledge. Disclose any felony convictions within the last three years of any officers, directors, or employees of which the Respondent has knowledge. Disclose any bankruptcy filings or assignments for the benefit of creditors by or against the Respondent, including its parent company and any subsidiary within the last three years of which the Respondent has knowledge. The AIUA reserves the right to reject a proposal solely on the basis of this information.

2.1.2. For all individuals to be listed in the Pricing Form described in Appendix A of this RFP, please indicate on attached sheet(s) the qualifications and submit resumes for the individuals identified in this section.

2.2. Description of Services. The following represent performance and compliance standards for Respondents providing services pursuant to a contract awarded as a result of this RFP:

2.2.1. The performance of financial audits of AIUA operations for the fiscal years ending October 31, 2021, 2022, 2023. The Alabama Insurance Underwriting Association (AIUA) was voluntarily formed in the early 1970's by insurance industry leaders in co-operation with the Alabama Department of Insurance. In 2008, the Alabama legislature codified AIUA along with its articles of agreement, plan of operation, and rules and procedures. The mission of Alabama Insurance Underwriting Association (AIUA) is to provide a market for owners of eligible property located in Baldwin and Mobile counties to obtain essential insurance when they are unable to obtain coverage in the private insurance market. AIUA has successfully and efficiently served this mission for more than 40 years.

2.3. Detailed Requirements, Professional Qualifications, and Conditions. Respondent must employ at a minimum three individuals currently certified as "Certified Public Accountants" (CPA) with 10 or more years of financial audit experience qualified to provide the services described in this RFP and who has no sanctions or restrictions on his or her license.

2.4. Invoices. Pursuant to the terms of any resulting contract, on a monthly basis, Respondent will furnish copies of invoices to the AIUA, for services rendered and expenses incurred.

2.4.1. Invoices. Each invoice or billing statement shall itemize costs incurred in connection with the particular matter for which services were rendered.

2.4.2. Hourly Rates. If hourly rates are used, the statement should include all of the following:

2.4.2.1. Original invoices and statements. No payments to third parties will be made directly to any entity other than the approved firm.

2.4.2.2. A description of the services rendered, by date and amount.

2.4.2.3. A time summary indicating the appropriate hourly rate involved.

2.4.2.4. A detailed listing of expenses.

2.4.2.5. A remittance copy of the invoice.

2.4.3. Fee Increases. Unilateral fee increases will not be accepted or approved. All proposed fee increases must be submitted in writing to the AIUA for approval with justification for the fee increase.

2.4.4. Additional Services. After the termination of the contract, and if requested by the AIUA, the Respondent may be requested to prepare for, give testimony, and produce papers in any litigation or investigation related to its responsibilities under the contract. Respondent may be compensated for such services in a manner agreed upon by both parties.

2.5. Travel and Out of Pocket Expenses. All reasonable actual transportation, meals, lodging or other travel expenses incurred by Respondent for authorized travel are referred to as "Travel Costs." Under no circumstances will Respondent be compensated for off-duty hours while traveling. Travel expenses are reimbursable when contemplated by or provided in the proposal.

2.5.1. Reimbursement Rates. Transportation and per diem in lieu of reimbursement for actual expenses for intrastate and interstate travel shall be agreed upon through the Contract.

2.7.2 Expenses Related to Services. All travel and out-of-pocket expenses for which reimbursement is claimed must be in connection with work performed under this contract. Respondent shall not be reimbursed for travel time or travel expenses not actually incurred in connection with an assignment.

Part III. Terms and Conditions

3.1. Compliance with Requirements. In submitting proposals in response to this RFP, all Respondents agree to comply with all requirements of this RFP and any resulting contract, including the following RFP Parts: General Information, Specifications, Terms and Conditions, and Respondent Response Format. All parts of this RFP are incorporated as part of any resulting contract for all purposes.

3.2. Award of Contract. A response to this RFP is an offer to contract with the AIUA based upon the terms, conditions and specifications contained in this RFP. **Offers and RFP responses do not become part of a contract or agreement with the AIUA unless and until they are accepted and agreed to by the AIUA.** The AIUA reserves the right to make any corrections or include additional requirements in the contract prior to execution that is necessary for AIUA's compliance, as an agency of the State of Alabama, with all state and federal requirements. In addition, the AIUA reserves the right to withdraw this RFP and/or to not award a contract.

3.3. Rejection of Proposals; Open Records; Reissuance. The AIUA reserves the right to reject, in its sole discretion, any or all RFP responses and all or any part of any response and waive minor irregularities in an otherwise valid proposal. Minor irregularities are those that do not have a significant adverse effect on the overall project cost or performance. The AIUA will award a contract, if any, to serve the best interests of the AIUA and the State of Alabama. The AIUA's waiver of any deviations in any response will not constitute a modification of this RFP and will not preclude the AIUA from asserting all rights against Respondent for failure to fully comply with all terms and conditions of this RFP. All RFP responses become the property of the AIUA. The AIUA may reissue another RFP for the services as described in this RFP or similar services at any time.

3.4. Pricing. All pricing must be submitted in accordance with the Pricing Form included in Part IV of this RFP and must comply with these requirements. Responses subject to unlimited price increases will not be considered. Responses subject to percentage price increases will not be considered.

3.5. Additional Specifications. Respondents guarantee and warrant that their RFP responses will meet or exceed all specifications of this RFP. No substitutions or cancellations are permitted without prior written approval of the AIUA. The AIUA will not be bound by any oral statements or representations contrary to the written specifications of this RFP.

3.6. Time for Submission. Responses to this RFP must be time stamped by the AIUA *before* the hour and date specified on page 1 of this RFP. Late responses properly identified will be returned to Respondent unopened. Late responses will not be considered under any circumstances. The AIUA reserves the right to evaluate responses submitted prior to the stated deadline as they are received.

3.7. AIUA's Address. Responses should be addressed to William Buckley, Alabama Insurance Underwriting Association. Responses sent by the U.S. Postal Service or a delivery service, which require a street address, should use 315 East Laurel Avenue, Suite #216-D Foley, Alabama 36535.

3.8. No Alterations or Withdrawals of Proposal after Deadline. Responses cannot be altered or amended after the deadline specified on page 1 of this RFP. Any alterations made before this deadline must be initialed by Respondent or Respondent's authorized agent. No responses can be withdrawn after the deadline without approval by the AIUA.

3.9. Facsimile Response. Facsimile responses to this RFP **will not** be accepted.

3.10. Mail Preferred; AIUA Not Liable. This RFP is issued to allow sufficient time for receipt of the preferred mail response. The AIUA is not responsible for responses received late, illegible, incomplete, or otherwise non-responsive due to failure of electronic equipment or operator error. Responses that are late, illegible, incomplete, or otherwise non-responsive will not be considered.

3.11. Unacceptable Terms in Respondent's Response.

Unacceptable terms and conditions included in a Respondent's RFP response may result in disqualification of the response. If an award is made to such a Respondent, such terms and conditions are void and are not part of a contract between Respondent and the AIUA. Any terms submitted by

Amendment 1 to RFP: AIUA-2017-

Respondent, regardless of whether such terms conflict with this RFP and/or contract, which conflict with or are in violation of Alabama law, are void regardless of whether the AIUA accepts such terms or is deemed to have accepted such terms

3.12. Incorporation of Entire RFP. This RFP will become part of the terms and conditions of all responses and any contract awarded as a result of this RFP. Any exception to the requirements of this RFP must be specifically noted in writing and explained by Respondent in its RFP response as a condition to becoming part of any subsequent contract. Any exceptions must be expressly agreed to by the AIUA in writing and by reference to the particular section of this RFP for which an exception is acceptable. Notwithstanding any other agreement or provision of this RFP to the contrary, any exceptions are subject to the limitations described in this RFP.

3.13. Agreement between AIUA & Respondent. If the AIUA makes a contract award as a result of the issuance of this RFP, the entire agreement between the AIUA and Respondent will consist of the contract executed by the AIUA and Respondent. This RFP and Respondent's response, subject to the limitations described in this RFP and approval by the AIUA, will be incorporated as part of the executed contract.

3.14. Conflicting Provisions. Unless expressly authorized by the executed contract by reference to this section, in the event of conflicting terms or provisions between this RFP, the contract, and Respondent's response, this RFP and the executed contract will control.

3.15. Authority to Bind AIUA: Execute Documents. Unless expressly delegated by the President of the AIUA or unless expressly authorized by this RFP, only the President of the AIUA or his designee has authority to execute any documents or grant any permissions on behalf of the AIUA with respect to agreements between Respondent and the AIUA.

3.16. Specifications: Performance. Respondent will provide the services described in this RFP in the manner and quality described in the requirements of this RFP and contract. Respondent's failure to conform to all requirements of this RFP may, among other things, result in the AIUA's termination of all or part of the contract.

3.17. Respondent's Costs. Respondent will bear all costs and expenses for the provision of services required by this RFP and any resulting contract. All such costs and expenses must be included in the prices detailed in the contract. No other amounts will be paid by the AIUA. The costs for developing and delivering responses to this RFP are entirely the responsibility of the Respondent.

3.18. No Prepayments. The AIUA will not prepay for any services provided to the AIUA by Respondent in its performance under the contract.

3.19. Refunds. Respondent will promptly refund or credit within thirty (30) calendar days any erroneously paid funds that are not expressly authorized by the AIUA.

3.20. Invoices. For all services that have been accepted by the AIUA, Respondent will submit invoice to the AIUA, Attn: Amber Wilder. If by hand delivery or courier or U.S. Mail, deliver to: 315 East Laurel Avenue, Suite 216-D Foley, AL 36535.

3.21. Termination and Cancellation Circumstances. The contract may be terminated or canceled in any one of the following circumstances:

3.21.1. Mutual Agreement. Upon the mutual written agreement of the AIUA and Respondent, the contract may be terminated or canceled.

3.21.2. Breach of Material Term. Either party may, upon giving thirty (30) days written notice identifying specifically the basis for such notice, terminate the contract for breach of a material term or condition of the contract, provided the breaching party shall not have cured such breach within the thirty (30) day period. In the event of such termination, Respondent shall be paid for all services provided prior to the date of the termination.

3.21.3. Bankruptcy. Upon the filing of a petition for bankruptcy, or upon the judgment of bankruptcy or insolvency by or against the Respondent, the AIUA may terminate the contract for cause without notice. Such termination will be effective upon the date of such filing or upon the date of such

3.22. Substitute Services. In the event the AIUA terminates or cancels the contract for Respondent's nonperformance or for cause, the AIUA may procure, upon such reasonable terms and in such manner as it deems appropriate, substitute services similar to those so terminated or canceled and Respondent will be liable to the AIUA for any excess or additional costs incurred by the AIUA in acquiring such services plus court costs and attorneys' fees. The AIUA's recovery of costs under this section is in addition to any other remedies available to the AIUA under the contract and/or under applicable law.

3.23. Notice of Termination or Cancellation Delivery. Any termination by the AIUA of the contract that requires notice may be accomplished by the AIUA's delivery to Respondent of a notice of termination or cancellation specifying that the contract is terminated or canceled.

3.24. Termination or Cancellation Effectiveness. Unless otherwise specified in this RFP or the contract, any termination or cancellation of the contract will be effective upon the date specified in the AIUA's notice of termination or cancellation.

3.25. AIUA Not Liable Upon Termination. If the contract is terminated for any reason, the AIUA will not be liable to Respondent for any damages, claims, losses or any other amounts arising from or related to any such termination.

3.26. Warranties. Notwithstanding any disclaimers in any RFP response or other Respondent document and notwithstanding any other provision of this RFP or the contract to the contrary, Respondent warrants and guarantees that all services shall meet all specifications of the executed contract and work orders, if any, including but not limited to this RFP.

3.27. Time Limits. Time is of the essence in any resulting contract and accordingly all time limits will be strictly construed and rigidly enforced.

3.28. Confidentiality of Information. Respondent will not disclose to anyone, directly or indirectly, any work-papers, data, databases, materials, information or reports in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from the AIUA or such Confidential Information to which Respondent has access as a result of or in the course of performing services under this contract without the prior written consent of the AIUA. This confidentiality provision does not apply to information required to be disclosed by law, legal process, and applicable professional standards or to information disclosed in connection with litigation relating to the contract or Respondent's performance. Each party will protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Nothing in this RFP and any resulting contract shall prohibit or limit either party's use or disclosure of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of the contract. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, it shall provide prompt notice to the other party of such receipt. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent permitted by law, provided, however, that the Respondent is acting as the AIUA's contractor in providing services under the contract and will defer to the AIUA's decision as to compliance with and other matters related to such subpoena or other process. Within three (3) business days of receipt, Respondent will refer to the AIUA any third party requests, received directly by Respondent, for information to which the Respondent has access as a result of or in the course of performing services under the contract.

3.29. Indemnification. Respondent will indemnify, save and hold harmless the AIUA, its officers, agents, and employees, from any and all claims, actions, suits, demands, damages, losses, costs, expenses, judgments, or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from or related to acts, errors, or omissions of Respondent or Respondent's employees. The AIUA will not indemnify, save and hold harmless Respondent for any amounts for any purposes. This provision

Amendment 1 to RFP: AIUA-2017-
survives the termination or expiration of any awarded contract.

3.30. Force Majeure. The parties may be granted relief from performance of the contract if either party is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of either party. The burden of proof for the need of force majeure relief under this section will rest upon the party requesting relief. To obtain release based on force majeure, the requesting party must file a written request with the other party.

3.31. Subcontracts. Respondent must certify that all individuals listed in the “Pricing Form” required by Appendix A of this RFP are employees, members or partners of the Respondent. None of the services to be provided by the Respondent pursuant to the contract shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership, limited liability company, group of individuals, or other such entity without the prior written consent of the AIUA. Any subcontract to which the AIUA has consented shall be in writing attached to the primary contract and made a part thereof and shall in no way alter the primary contract terms and conditions, to include, but not limited to, providing the same access to books, documents, and records of this RFP. No subcontract or delegation shall relieve or discharge the contractor from any obligation, provision or liability under the primary contract. Respondent expressly understands and acknowledges that, in entering into any approved subcontract, the AIUA and the State of Alabama are not liable to any subcontractor of Respondent for any amounts. Respondent will retain responsibility for ensuring that the performances rendered under any subcontracts comply with all requirements of this procurement as if such performances were rendered by Respondent.

3.46. Entire Agreement. Except as expressly provided otherwise herein, the contract will represent the entire agreement by and between the AIUA and Respondent regarding the subject matter of this RFP. This agreement may not be modified or amended except by the AIUA's written contract amendment or otherwise by the mutual written agreement of the parties.

3.47. Acceptance of Terms. By submitting a response, acknowledging and accepting the contract, or delivering any services under the contract, Respondent acknowledges, accepts and agrees to all terms of the contract, including, but not limited to, this RFP.

Part IV. Respondent Proposal/Response Format

4.1. Respondent Documents. All Respondent's documents that are related to the requested services, this RFP, the Proposal Responses or the contract, if any, are collectively referred to in this RFP as “Respondent Documents.” Responses must include copies of all Respondent documents. The AIUA reserves the right to reject all Respondent documents that are not included or submitted with RFP Responses. Respondent documents that are not submitted with Respondent's RFP response will not be accepted or considered part of the response or any resulting contract. The AIUA reserves the right to request clarifications with any or all Respondents if they are necessary to properly clarify compliance with the requirements of this RFP. AIUA will not be liable for any costs associated with such clarifications. The purpose of any such clarifications will be to ensure full understanding of the response. If clarifications are requested, the Respondent must submit such clarifications in writing within the specified time frame.

4.2. Mandatory Response Requirements. The RFP response/proposal must be responsive to all requirements set forth in this RFP and prepared according to the form described in this RFP.