

## STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number 220000471	2. Contract Title INTERNAL AUDITING & PROGRAM MONITORING FOR CDBG-DR/CDBG-MIT	3. Agency Funding Codes
4. Vendor Number VS008539	5. Alaska Business License Number	6. Solicitation Number/Procurement Folder/Other IRIS Numbers RFP 220000007

**This contract is between the State of Alaska,**

7. Department of COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT	Division of COMMUNITY AND REGIONAL AFFAIRS	hereafter the State, and
8. Contractor TIDAL BASIN GOVERNMENT CONSULTING LLC		hereafter the Contractor

Mailing Address	Street or P.O. Box	City	State	ZIP+4
126 BUSINESS PARK DRIVE UTICA NY 13502-6302				

9.

**Article 1 Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

**Article 2 Performance of Contract:**

2.1 Appendix A (General Conditions), Items 1 through 16, govern contract performance.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

2.4 Appendix D sets forth the payment procedures for this contract.

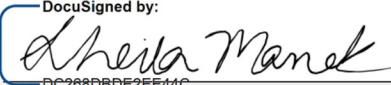
**Article 3 Period of Performance:** The period of performance for this contract begins upon final approval and ends JUNE 30, 2023 with four renewal options of 1-year each to be exercised solely by the State.

**Article 4 Considerations:**

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$232,700 in accordance with the provisions of Appendix D.

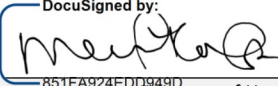
4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:

10. Department of COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT	Attention: Division of COMMUNITY AND REGIONAL AFFAIRS
Mailing Address PO BOX 110809 JUNEAU AK 99811-0805	Attention: ADMIN OFFICER

11. CONTRACTOR			
TIDAL BASIN GOVERNMENT CONSULTING LLC	SHEILA MANEK VICE PRESIDENT	DocuSigned by:  DC268DBDE2EE44C Signature of Authorized Representative	4/29/2022
Name of Firm	Typed or Printed Name and Title of Authorized Representative		Date

12. CONTRACTING AGENCY			
DCCED/DCRA	NICHOLE THAM DIVISION OPERATIONS MANAGER	DocuSigned by:  FC7DBEE606E84E2 Signature of Project Director	4/29/2022
Department/Division	Name and Title of Project Director		Date

CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.

DCCED/ADMN	MICAELA FOWLER DIRECTOR OF ADMINISTRATIVE SERVICES	DocuSigned by:  851FA924EDD949D Signature of Head of Contracting Agency or Designee	5/3/2022
Department/Division	Name and Title of Head of Contracting Agency or Designee		Date

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

## APPENDIX A

### GENERAL PROVISIONS

#### Article 1 Definitions.

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

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

#### Article 2 Inspections and Reports.

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

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

#### Article 3 Disputes.

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

#### Article 4 Equal Employment Opportunity.

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

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

4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

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

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

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

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

#### Article 5 Termination.

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

#### Article 6 No Assignment or Delegation.

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

#### Article 7 No Additional Work or Material.

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

#### Article 8 Independent Contractor.

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

**Article 9 Payment of Taxes.**

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

**Article 10 Ownership of Documents.**

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

**Article 11 Governing Law; Forum Selection**

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

**Article 12 Conflicting Provisions.**

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

**Article 13 Officials Not to Benefit.**

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

**Article 14 Covenant Against Contingent Fees.**

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

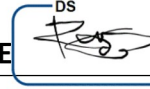
**Article 15 Compliance.**

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

**Article 16 Force Majeure:**

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

**APPENDIX B<sup>2</sup>**  
**INDEMNITY AND INSURANCE**



**Article 1. Indemnification**

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

**Article 2. Insurance**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

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

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

## **APPENDIX C SERVICES**

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### **Article C 1. PROPOSAL AS PART OF THE CONTRACT AND CONFLICTING PROVISIONS**

a. RFP 220000007 (issued February 9, 2022 and as amended), and the proposal from Contractor are incorporated into this contract.

#### **b. CONFLICTING PROVISIONS**

In the event of any conflicting provisions, the order of procedure for resolving any conflict shall be:

- i. First, Contract 220000471, Appendix A and Appendix B;
- ii. Second, Contract 220000471, Appendix C and Appendix D;
- iii. Third, RFP 220000007 (issued February 9, 2022 and as amended) issued by the State; and
- iv. Fourth, Proposal submitted by the Contractor in response to RFP 220000007.

### **Article C 2. SCOPE OF WORK**

The State of Alaska has received a Community Development Block Grant-Disaster Recovery (CDBG-DR) allocation of \$35,856,000 and a Community Development Block Grant-Mitigation (CDBG-MIT) allocation of \$2,288,000 from the U.S. Department of Housing and Urban Development (HUD) for Disaster Recovery Event-4413 (FEMA-4413-AK), the 2018 Cook Inlet Earthquake. Internal auditing and program monitoring for the Community Development Block Grant-Disaster Recovery and the Community Development Block Grant-Mitigation are federal requirements and must be in compliance with the Single Audit Act of 1984 and 2 CFR 200 Subpart F – Audit Requirements, the GAO Government Auditing Standards and U.S. Department of Housing and Urban Development regulations.

The contractor shall perform a bi-annual programmatic and financial audit of the CDBG-DR and CDBG-MIT programs to determine the efficiency of the process and compliance with the CDBG-DR and CDBG-MIT Internal Auditing and Program Monitoring Plan, the Action Plan, the Implementation Plan, as well as, applicable regulations and requirements.

A bi-annual programmatic and financial audit report is required and shall include:

- A. Documented findings
- B. Recommendations for improvements

### **Article C 3. CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from final approval through June 30, 2023

The contractor shall provide two audits per year. Upon successful completion of the initial term, this contract may be renewed, at the sole discretion of the state, for four one-year terms, under the same terms and conditions.

The approximate contract schedule is as follows:

- First contractor work period from final approval through Friday, June 30, 2023
  - Audit #1 due Friday, July 29, 2022
  - Audit #2 due Friday, December 30, 2022
  - Audit #3 due Friday, June 30, 2023
- Renewal option 1 of 4, if utilized, July 1, 2023 through June 30, 2024
  - Audit #4 due Friday, December 29, 2023

- Audit #5 due Friday, June 28, 2024
- Renewal option 2 of 4, if utilized, July 1, 2024 through June 30, 2025
  - Audit #6 due Tuesday, December 31, 2024
  - Audit #7 due Monday, June 30, 2025
- Renewal option 3 of 4, if utilized, July 1, 2025 through June 30, 2026
  - Audit #8 due Wednesday, December 31, 2025
  - Audit #9 due Tuesday, June 30, 2026
- Renewal option 4 of 4, if utilized, July 1, 2026 through June 30, 2027
  - Audit #10 due Thursday, December 31, 2026
  - Audit #11 due Wednesday, June 30, 2027

**APPENDIX D  
FINANCIAL CONSIDERATIONS**

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Article D 1. CONTRACT TYPE

This contract is a Firm Fixed Price contract.

Article D 2. CONTRACT VALUE

Total contract value, including all exercised renewal options, shall not exceed \$232,700.

Article D 3. PAYMENT PROCEDURES

The state will make payments upon completion of each Audit. Each billing must consist of an invoice and an Audit. No payment will be made until the Audit and invoice has been approved by the project director.

Article D 4. CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Commerce, Community, and Economic Development or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Article D 5. AMOUNT PER AUDIT

Payment for each audit shall be:

AUDIT 1.	\$29,600
AUDIT 2.	\$24,600
AUDIT 3.	\$22,100
AUDIT 4.	\$19,550
AUDIT 5.	\$19,550
AUDIT 6.	\$19,550
AUDIT 7.	\$19,550
AUDIT 8.	\$19,550
AUDIT 9.	\$19,550
AUDIT 10.	\$19,550
AUDIT 11.	\$19,550

Article D 6. SUBMISSION OF INVOICES AND PAYMENT

Invoices shall be submitted through IRIS VSS or by submitting to the Project Director. Invoices must include:

1. A brief description of the scope of work completed;
2. Inclusive dates of work;
3. Contract Number 220000471;
4. The total amount due.
5. If not submitted through VSS or email invoices shall be sent to:

STATE OF ALASKA  
DCCED/DCRA  
ATTN: ADMIN OFFICER  
PO BOX 110809  
JUNEAU AK 99811-0805

<end>

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**Certificate Of Completion**

Envelope Id: 1EB2843850664C51AE5E60165F3D9EBA

Status: Completed

Subject: Please DocuSign: CT 220000417\_A00 TIDAL BASIN \$232,700.pdf

Source Envelope:

Document Pages: 7

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 1

Robert Roys

AutoNav: Enabled

PO Box 110206

Envelopeld Stamping: Disabled

Juneau, AK 99811

Time Zone: (UTC-09:00) Alaska

robert.roys@alaska.gov

IP Address: 158.145.15.25

**Record Tracking**

Status: Original

Holder: Robert Roys

Location: DocuSign

4/25/2022 12:11:43 PM

robert.roys@alaska.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: State of Alaska

Location: DocuSign

**Signer Events**

Sheila Manek, Vice President Tidal Basin

SManek@tidalbasin.rphc.com

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



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Signed: 4/29/2022 6:36:52 AM

Signature Adoption: Drawn on Device

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Company Name: State of Alaska

Nichole Tham

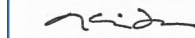
nichole.tham@alaska.gov

Division Operations Manager

State of Alaska

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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Viewed: 4/29/2022 9:13:23 AM

Signed: 4/29/2022 10:22:53 AM

Signature Adoption: Uploaded Signature Image

Signed by link sent to nichole.tham@alaska.gov

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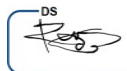
Company Name: State of Alaska

Robert Roys

robert.roys@alaska.gov

OPPM PSIV for DCCED

State of Alaska

Security Level: Email, Account Authentication  
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Company Name: State of Alaska



Signer Events	Signature	Timestamp
<p>Fowler, Micaela R (GOV)  michaela.fowler@alaska.gov  Administrative Services Director  State of Alaska  Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Drawn on Device Signed by link sent to michaela.fowler@alaska.gov Using IP Address: 10.7.201.110	<p>Sent: 4/29/2022 10:23:24 AM  Viewed: 5/3/2022 11:18:09 AM  Signed: 5/3/2022 11:18:48 AM</p>

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Company Name: State of Alaska

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<p>Dawn Mascoll Senior Director Tidal Basin  dmascoll@tidalbasin.rphc.com  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 5/3/2022 11:18:50 AM  Viewed: 5/3/2022 11:24:36 AM</p>
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<p>Baker, Anita (CED)  anita.baker@alaska.gov  State of Alaska  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 9/4/2020 10:24:28 AM  ID: 9ebfe67b-9a7f-4f90-ae8-508b7cd01907  Company Name: State of Alaska</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 5/3/2022 11:18:51 AM  Viewed: 5/10/2022 10:03:14 AM</p>
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<p>Greenshields, Coleen M (CED)  coleen.greenshields@alaska.gov  State of Alaska  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 10/4/2021 1:24:25 PM  ID: 39cf8102-64b3-4ec2-a6bc-6f2236afafe8  Company Name: State of Alaska</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 5/3/2022 11:18:52 AM</p>
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/3/2022 11:18:09 AM
Signing Complete	Security Checked	5/3/2022 11:18:48 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	5/3/2022 11:18:52 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

Please read this Electronic Records and Signature Disclosure (ERSD). It concerns your rights regarding electronically undertaking, and the conditions under which you and the State of Alaska agree to electronically undertake, the transaction to which it relates (the “TRANSACTION”).

### **Consent to Electronically Undertake the TRANSACTION**

You can electronically undertake the TRANSACTION only if you confirm that you meet the following requirements by selecting the box next to “I agree to use electronic records and signature” (the “AGREE BOX”):

1. you can fully access and have read this ERSD;
2. you can fully access all of the information in the other TRANSACTION records;
3. you can retain all of the TRANSACTION records in a form that you will be able to fully access for later reference;
4. you consent to undertake the TRANSACTION electronically; and
5. you are authorized to undertake the TRANSACTION. (Please note that falsely undertaking the TRANSACTION may subject you to civil liabilities and penalties and/or to criminal penalties.)

If you cannot or are not willing to confirm each of these five things, do not select the AGREE BOX.

### **Withdrawing Consent**

If you select the AGREE BOX, you can withdraw your consent to electronically undertake the TRANSACTION at any time before you complete the TRANSACTION: simply do not finalize it. The only consequence of withdrawing your consent is that you will not finalize the TRANSACTION.

If you select the AGREE BOX, your consent will apply only to this TRANSACTION. You must separately consent to electronically undertake any other transaction with the State of Alaska.

### **Paper Option for Undertaking the TRANSACTION**

You may undertake the TRANSACTION with the State of Alaska using paper records. (State of Alaska employees who want to undertake the TRANSACTION in paper should contact the agency responsible for the TRANSACTION.) Print the paper records on the website of the State of Alaska agency responsible for the TRANSACTION, or request them from the agency. The State of Alaska homepage is at <http://alaska.gov/>.

### **Copies of TRANSACTION Records**

After completing the TRANSACTION but before closing your web browser, you should download the TRANSACTION records. Or you can download the records within 30 days after

completing the TRANSACTION using the link in the DocuSign email sent to the email address you used to complete the TRANSACTION. The State of Alaska will not provide a paper copy of the TRANSACTION records as part of the TRANSACTION. Under the Alaska Public Records Act (APRA), AS 40.25.100–.295, you can request a copy from the agency responsible for the TRANSACTION, but if too much time has passed, the agency may no longer have the records when you make your request. If required under the APRA, the agency will charge a fee.

### **Required Hardware and Software**

For the minimum system requirements to electronically undertake the TRANSACTION, including accessing and thereby retaining the TRANSACTION records, visit <https://support.docusign.com/guides/signer-guide-signing-system-requirements>. These requirements may change. In addition, you need access to an email account.

### **How to Contact the State of Alaska**

To ask a question on this ERSD or the DocuSign document generated after you complete the TRANSACTION or on using DocuSign to electronically undertake the TRANSACTION, contact the Alaska Department of Administration at either of the following addresses:

State of Alaska  
Department of Administration  
550 West 7th Avenue  
Suite 1970  
Anchorage, AK 99501  
Reference: DocuSign

[doa.commissioner@alaska.gov](mailto:doa.commissioner@alaska.gov)  
Subject: DocuSign

To ask any other question on the TRANSACTION records or to update the information for contacting you electronically, contact the State of Alaska agency responsible for the TRANSACTION using the contact information in the TRANSACTION records or, if those records contain no contact information, using the contact information on the agency's website. Again, the State of Alaska homepage is at <http://alaska.gov/>.