

REQUEST FOR PROPOSAL RFP 25P-CL-221

BSA/AML Compliance Risk Audit Services

August 2025

Prepared By:

Cook Inlet Housing Authority Procurement Department 3510 Spenard Road Anchorage, Alaska 99503

Airis Schweninger Procurement Specialist Phone: (907) 793-3029

aschweninger@cookinlethousing.org

Contents

REQUEST FOR PROPOSAL	3
PROPOSAL SUBMITTALS	3
QUESTIONS	3
PERIOD OF PERFORMANCE	3
BACKGROUND	3
CONTRACT TERM	3
SCOPE OF SERVICES	4
QUALIFICATIONS AND REQUIREMENTS	4
INVOICING	5
INDEMNITY AND INSURANCE REQUIREMENTS	5
GENERAL REQUIREMENTS	8
RFP CONDITIONS AND PROVISIONS	8
PROPOSAL SUBMITTAL REQUIREMENTS	8
EVALUATION PROCESS	9
PROTEST	10
AWARD	11
LIST OF ATTACHMENTS	11

REQUEST FOR PROPOSAL RFP 25P-CL-221 BSA/AML Compliance Risk Audit Services

Cook Inlet Housing Authority (CIHA) on behalf of Cook Inlet Lending Center (CILC) is accepting proposals from responsible and responsive firms to provide compliance risk audit services.

PROPOSAL SUBMITTALS

Proposals must be submitted, clearly marked: "Attn: Procurement, RFP 25P-CL-221, BSA/AML Compliance Risk Audit Services – Do Not Open". CIHA will reject proposals received after the deadline. Faxed proposals will not be accepted.

- Mailed and hand-delivered proposals: Proposals must be received at CIHA, Attn: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503 no later than October 1st, 2025, at 4:00PM according to the time clock located at CIHA's front desk.
- **Emailed proposals:** Proposals must be received no later than October 1st, 2025, at 4:00PM, according to the time and date received by CIHA's email server. Emailed proposals may be submitted to Procurement@cookinlethousing.org.

QUESTIONS

CILC shall not be bound by any oral interpretation of this RFP. Questions are encouraged and should be sent in writing to CIHA's Procurement Manager via email. All questions must be received at CIHA no later than <u>September 17, 2025, 4:00PM.</u> Written questions received by the deadline will be answered by addendum to all vendors.

Email: Procurement@cookinlethousing.org

No communication is to be directed to any other CILC and CIHA employees or CILC and CIHA representative.

Substantive issues will be answered in writing in the form of an Addendum to this RFP. If determined necessary by CIHA, the proposal submittal due date may be extended and will be stated as such in the Addendum form.

PERIOD OF PERFORMANCE

The period of performance shall begin upon the contract award and shall continue until completion and acceptance of all tasks and deliverables, as set forth in the Scope of Services.

BACKGROUND

The mission of CILC is to invest in traditionally underserved people and communities, offering equitable access to affordable financial products and services that facilitate homeownership, strengthen local businesses, and build resilient neighborhoods. As a Native CDFI, CILC vigorously pursues opportunities to financially empower Alaska Native families, businesses, and communities.

CONTRACT TERM

This contract shall commence on the effective date of a signed contract and shall continue until

Contractor completes the Scope of Services to the satisfaction of CILC, or until terminated by mutual consent of both Parties, or by either party upon thirty (30) days' written notice.

SCOPE OF SERVICES

The Contractor should:

- Conduct independent testing of CILC's BSA/AML compliance program that is risk-based and tailored to CILC's operations
- Assess CILC's compliance with applicable BSA/AML regulatory requirements
- Evaluate the overall adequacy of CILC's BSA/AML compliance program
- Report results directly to CILC's Board of Directors (or designated committee), with management also receiving a copy for response and corrective action planning

The audit shall include a risk-based review of key program elements, such as:

- Whether CILC's BSA/AML risk assessment aligns with CILC's risk profile (products, services, customers, and geographic locations)
- The adequacy of CILC's policies, procedures, and processes for BSA/AML compliance
- Adherence to recordkeeping and reporting requirements, including:
 - Customer Due Diligence (CDD)
 - Customer Identification Program (CIP)
 - Beneficial Ownership
 - OFAC/sanctions screening
 - Suspicious Activity Reports (SARs)
- The effectiveness of CILC's suspicious activity identification, escalation, and reporting processes
- The completeness and accuracy of CILC's information technology sources, systems, and processes supporting BSA/AML compliance
- Training coverage and documentation for staff, management, and the Board tailored to specific functions and positions
- Management's corrective actions to address any violations or deficiencies noted in prior testing or examinations

The Contractor's final report should:

- Include a statement about CILC's overall compliance with BSA/AML requirements and the adequacy of it compliance program
- Provide feedback on CILC's draft revised BSA/AML policy, which is significantly shorter than the current version, and assess whether it is sufficient to meet regulatory expectations and examiner standards

QUALIFICATIONS AND REQUIREMENTS

Capacity: Firm is to have adequate resources of qualified personnel to comply with responsiveness requirements as stated.

- Experience and expertise in the area of evaluating compliance management programs and assisting with development and/or program enhancement
- Experience in conducting Bank Secrecy Act/Anti-Money Laundering assessments in

- compliance with regulatory requirements
- Experience in conducting consume compliance reviews for lending and non-deposit regulatory assurance
- Experience in conducting fair lending/nondiscrimination analyses in compliance with regulatory requirements
- Expertise in designing and writing user-friendly compliance and/or Bank Secrecy Act policies, procedures, programs and training materials
- Assistance with pre/post-regulatory examination preparation and examination management

INVOICING

Invoices are to include the contract control number, date(s), and a list of exact services performed, within 30 days from the end of the monthly billing period.

Invoices shall be sent to CIHA's Accounts Payable Department by one of the following methods: 1) email to cihaap@cookinlethousing.org; or 2) mail to Cook Inlet Housing Authority, Attn: Accounts Payable, 3510 Spenard Road, Anchorage, Alaska 99503.

INDEMNITY AND INSURANCE REQUIREMENTS

<u>Indemnification</u>

- A. To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold CILC's, its subsidiaries, directors, officers, agents, officials, employees and consultants (collectively, "Indemnified Parties") harmless from and against all claims or loss, including without limitation any and all demands, suits, expenses, damages, fines, charges, liens, actions or liability of any nature, kind or character whatsoever, and including without limitation, claims or loss resulting from injury, death, economic loss, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, attorneys' fees, costs or expenses or any other kind of loss (collectively, "claims or loss"), related to, resulting from or arising directly or indirectly out of the activities of Contractor, the performance, failure of performance or breach of any term of this contract by Contractor, or by any person or entity employed by Contractor in the performance of this contract, regardless of whether such claim or loss is caused in part by Indemnified Parties.
- B. Contractor's responsibility for defense and indemnification extends to and includes any claim or loss alleging acts or omissions by Indemnified Parties that are said to have contributed to the claim or loss. However, Contractor shall not be required to indemnify an Indemnified Party for any claim or loss that results from the sole negligence or willful misconduct of the Indemnified Party.
- C. In any and all claims against the Indemnified Parties by any employee of Contractor, anyone directly employed by Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- D. Contractor agrees that as part of any subcontract, its subcontractor shall provide assurance of defense and indemnity in CILC's favor that are identical in scope as those assumed by Contractor under the terms of this contract.

E. The requirement of any insurance required of Contractor under this contract shall not limit Contractor's indemnification responsibilities under this section in any way.

<u>Insurance</u>

- A. Without limiting the Contractor's indemnification responsibilities, 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. Such policies shall be primary to any policies held by CILC.
- B. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, CILC shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Manager of Procurement prior to fully executing the contract, and as a condition of payment, Contractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under the contract, whether the operations are by Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.
- C. Contractor's insurance shall name CILC as additional insured, except for Worker's Compensation. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statutes Title 21.
- D. 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 companies obligated under the following described policies must have a best rating of "A VII" or better as identified in the A.M. Best Insurance Rating Guide, most recent edition.

Minimum Limits of Liability

Contractor shall maintain with a company satisfactory to CILC at least the limits of liability set forth below. The requirements of this section shall not limit Contractor's indemnification responsibilities as provided in the contract.

- A. Worker's Compensation and Employers' Liability: 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. This policy must waive subrogation against CILC.
 - 1. Worker's Compensation Statutory limits
 - 2. Employer's Liability \$1,000,000 Each Accident, \$1,000,000 Disease Each Employee; \$1,000,000 Disease Policy Limits
- B. <u>Commercial General Liability Insurance</u>: Covering all business premises used by and operations conducted by the Contractor in the performance of services under this contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence. This policy must waive subrogation against CILC.
 - 1. \$1,000,000 Each Occurrence
 - 2. \$2,000,000 General Aggregate

- 3. \$2,000,000 Products/Completed Operations Aggregate
- 4. \$1,000,000 Personal and Advertising Injury
- 5. \$50,000 Fire Damage Legal Liability (any one fire)
- 6. \$5,000 Medical Expense (any one person)
- C. <u>Professional Liability Insurance</u>: Covering all errors, omissions or negligent acts in the performance of services under this contract. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$250,000 per Occurrence/Annual Aggregate
\$100,000 - \$499,999	\$500,000 per Occurrence/Annual Aggregate
\$500,000 - \$999,999	\$1,000,000 per Occurrence/Annual Aggregate
\$1,000,000 – or over	Refer to Manager of Procurement

Cancellation, Renewal and Modification

Contractor shall maintain in effect all insurance coverages required under the contract at Contractor's sole expense and with insurance companies acceptable to CILC. All policies shall contain a provision that coverage will not be modified, cancelled or not renewed until at least thirty (30) days prior written notice has been given to CILC. Certificates of insurance showing required coverage to be in force pursuant to this Section shall be filed with CILC prior to commencement of the Work. In the event Contractor fails to obtain or maintain insurance coverage required under the contract, CILC may purchase such coverage as desired for CILC's benefit and charge the expense to Contractor or terminate the contract for default.

Continuation of Coverage

If any of the required liability insurance is on a claims made basis, "tail" coverage will be required at the completion of this contract for twelve (12) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twelve (12) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for not less than twelve (12) months from the end of the contract. This will be a condition of the final acceptance of work or services.

Certificates of Insurance

Certificates of insurance and copies of all insurance policies and endorsements if requested by CILC required by this Section 10 shall be delivered to the Procurement Manager prior to commencement of the Work, or as soon thereafter, as is practicable. Renewable certificates shall be delivered to the Procurement Manager no later than thirty (30) days subsequent to the certificate's expiration date. No contract will be signed until the certificate of insurance has been received and approved by the Procurement Manager.

If the insurance expires or is cancelled during the term of the contract, services and related payments will be suspended. Certificates shall be addressed to Cook Inlet Housing Authority, ATTN: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503.

Subcontractors

Contractor shall require and verify all subcontractors maintain insurance coverage subject to all

of the requirements stated herein.

Additional Insured

Cook Inlet Lending Center, 3500 Spenard Road, Anchorage, Alaska 99503

GENERAL REQUIREMENTS

The general rules and conditions which follow, apply to all proposals issued by CILC unless otherwise specified.

Request for proposal (RFP) is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a request for proposal and is thus a solicitation for responses.

Conversely, this request for proposal is NOT a bid. Moreover, any acceptance of a proposal shall NOT result in a binding contract between CILC and the offeror, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the offeror and CILC.

Subletting of Contract: Offeror shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of CILC, but in no case shall such consent relieve the offeror from their obligations, or change the terms of the contract.

RFP CONDITIONS AND PROVISIONS

If any offeror is in doubt as to the intent or meaning of any part of this RFP, or should CILC omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, the offeror should contact the CIHA Procurement representative listed on the cover page of this document by the deadline for questions.

Offerors are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated.

The format of the vendor's proposal must be consistent with the format of the specifications listed.

All participating Offerors, by their proposal submission, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein.

Offerors shall respond with sufficient detail to facilitate the evaluation of all factors included in the Evaluation Criteria. Failure to provide required items will result in the proposal being considered non-responsive. Failure to provide sufficient information for the evaluation criteria will result in loss of points.

The offeror is responsible for all costs related to the preparation of this Proposal.

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals should include the appropriate narrative and supporting materials to adequately address the scoring criteria. Provide a clear and concise (not just generic sales or contract documents) response that identifies how your solution will improve the existing LIHTC project.

financial audit and tax return service experience for CILC. Proposals not containing all of the items listed below may be determined nonresponsive by CIHA.

For consistency and to facilitate evaluation of all proposals, offerors shall include the following in their response to this RFP.

- Cover Page. Proposals must be signed and include the firm name, local address, telephone number, the name of the person authorized to submit the proposal, along with the person's title and telephone number, and the name and title of the person authorized to execute a contract.
- 2. **Table of Contents.** Each proposal shall include a clear identification of the proposal contents by section and by page number.
- 3. **Work Proposal and Approach.** Each proposal shall include a section indicating the respondent's:
 - A. General understanding of the objective and scope of services
 - B. General overview of proposed plan to provide the requested services, including timelines
 - C. Proposed team and resources available to perform the services
 - D. Principal contact

4. Statement of Qualifications and Experience.

- A. Describe the qualifications to perform the required services. The response shall include a summary of the Offeror's understanding of the scope of work outlined in this solicitation and identify any areas in which the Offeror possesses a competitive advantage relative to other potential Offerors.
- B. Describe the experience of the firm in providing these services. Provide a list of clients services in the last five years and include a brief description of scope of service provided for each.
- C. Assigned staff: Each proposal shall include a fully detailed resume of proposed primary and backup resources including technical qualifications, professional experience, educational backgrounds, and certifications.
- D. Client References: Provide names and contact information for three (3) references from clients of a similar size/nature to CILC.
- E. Please provide any other information you feel may be important to CILC in consideration of your proposal.
- 5. **Proposed Fees.** Include price for audit and review of CILC's mortgage compliance risk. In addition, price structure should reflect experience of audit team.
- 9. Addendum Acknowledgement (if applicable).

EVALUATION PROCESS

CIHA Procurement will appoint an Evaluation Committee. The Evaluation Committee will review proposals submitted in response to this RFP. The committee may, at its discretion, decide to interview the offerors.

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the offeror to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the offeror. The evaluation process shall be based on a 100-point scale. The

proposal that accrues the highest point total shall be recommended for award subject to the best interests of CILC. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds CILC's requirements. The following table lists the maximum points associated with each category.

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting CIHA's requirements and terms and conditions, pricing, and overall responsiveness to the RFP.

Contractor submission of a proposal implies contractor acceptance of the evaluation technique and contractor recognition that some subjective judgments shall be made by CILC during assignment of points.

CIHA reserves the right to request a presentation from any contractor who submitted a proposal prior to selection. At the sole discretion of CIHA, finalists for consideration of award may be required to provide a software demonstration and oral presentation to the evaluation committee. The oral presentation may be considered in the evaluation of the offeror's proposal, and overall scores under Offeror Information may be adjusted at the discretion of the evaluation committee. If scheduled, oral presentations will be limited to a 40-minute presentation by the offeror, followed by a maximum 20-minute question and answer period. All costs associated with the oral presentation shall be the responsibility of the offeror.

All contractors who submitted a proposal will be notified in writing of the results after the scoring and subsequent due diligence is completed.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. This RFP and its attachments shall form the basis of the contract terms and conditions. **Exceptions or deviations to this proposal must not be added to the proposal pages but must be on contractor's letterhead and accompany the proposal.** Any exceptions to the terms and conditions will be taken into consideration when evaluating proposals submitted. CIHA reserves the right to reject any or all of your proposed modifications.

SCORING CRITERIA

1)	Qualifications and Experience.	25
	Maximum points shall be 25.	
2)	Work proposal and approach. Maximum points shall be 30 .	30
3)	Cost Proposal Maximum points shall be 45 .	45

TOTAL POSSIBLE POINTS ------ 100

PROTEST

A protest may be submitted according to the procedures set forth below. An offeror who wishes

to appeal a Notice of Intent to Award must file a written protest within ten (10) calendar days following the date this notice is issued. If the fifth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day.

The protest shall be filed with in writing and include the following information:

- 1. The name, address, and telephone number of the protester;
- 2. The signature of the protester or the protester's designated representative;
- 3. Identification of the solicitation, contract, or grant agreement at issue;
- 4. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- 5. The form of relief requested.

Protest must be mailed or hand-delivered to:

Cook Inlet Housing Authority Attn: Rashaad Esters, Procurement Manager 3510 Spenard Road Anchorage, Alaska 99503

AWARD

Rejection of Proposals: CILC reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities. CILC also reserves the right to reject the proposal of any offeror who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a offeror who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

Selection: CILC desires to enter into negotiations and ultimately reach an agreement with an Offeror who demonstrates the best combination of attributes to conduct the project, and who negotiates a project cost with CILC that is fair and reasonable. CILC may conduct discussions with any offeror who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by CILC will be deemed preliminary in nature, the document and process will be deemed confidential until the successful offeror is selected. CILC is not required to accept the proposal with the lowest cost estimate.

No proposal shall be withdrawn for a period of forty-five (45) days subsequent to the deadline date for receipt of the proposals without the written consent of CILC. In no way does this request for proposal constitute a contract, or obligate CILC in any way.

A firm, fixed-price contract for the work will be awarded in accordance with CIHA's procurement policies to the Contractor that submits the highest rated proposal which will be graded on the scoring criteria. The awarded Contractor will be required to provide the following:

- · Certificate of Insurance as defined by this RFP
- State of Alaska Business License
- Professional License (if applicable)
- IRS Form W-9

LIST OF ATTACHMENTS

Attachment A – Sample Contract