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ALASKA CORPORATION FOR affordable housing

REQUEST FOR PROPOSALS

Procurement per 15 AAC 150.300-490

Section 1

Project Title: ACAH Pre Design Work Anchorage Housing Project

RFP Number: 27-ACAH-001

Project Site: 1675/1689 C. Street Anchorage, Alaska

Project Description: The ACAH is seeking a design team to prepare a concept design and environmental work for future constructions of affordable housing in Anchorage, AK.

Procurement Officer: Angel Valdez
Contact Info: Phone: (907) 330 – 8142 **Fax:** (907) 330-8217 **Email:** Submittals@ahfc.us

Anticipated Period of Performance – Begin thru End: Project begins after the issuance of Notice to Proceed and must be completed on or before 3/31/2027.

Funding Source: ☐ Corporate ☒ Federal

Estimated Amount of Proposed Contract:
☐ Less than $100,000 ☒ $100,000 to $500,000 ☐ $500,000 or greater

Question Deadline and Submittal location:

DATE: **11/18/2026** PREVAILING TIME: **4:00 PM** EMAIL: submittals@ahfc.us

Submittal Location and Deadline
(Offerors are responsible to assure delivery prior to deadline. Only proposals received prior to the following date and time will be opened.)

DATE: **11/25/2026** PREVAILING TIME: **4:00 PM**

DELIVER PROPOSALS VIA ONE OF THE FOLLOWING METHODS (and person, if named):

HAND DELIVER OR MAIL
Alaska Housing Finance Corporation
4300 Boniface Parkway
Anchorage, Alaska 99504
Attention: Andrew Morton, Administrative Manager, Procurement

DS AM

EMAIL:
Submittals@ahfc.us

IMPORTANT NOTICE: If you downloaded this solicitation from the Corporation's Website, you must register with the planholders list and to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that he has received all addenda affecting this RFP. To be registered, call 907-330-8239 or fax 907-330-8217 and provide the project name & number, company name & contact person, address, phone number & fax number. An electronic version of the RFP may be obtained at AHFC's website https://www.ahfc.us/about-us/notices/requests-proposals

Minority, women-owned, and Section 3 businesses are encouraged to submit bids.

This RFP issued on behalf of the Alaska Corporation for Affordable Housing:

DocuSigned by:
A8331923CFE429...
Gregory Rochon
Chief Procurement Officer

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

Table of Contents

Section 1. General Information & Notices
Section 2. Submittal Checklist
Section 3. Evaluation Criteria
Section 4. Scope of Work
Section 5. Attachments *(If Box is checked below, attachments are included in this RFP)*

- ☒ HUD Form 5369-B – Instructions to Offerors (if federally funded)
- ☒ HUD Form 5370-C –General Conditions for Non-Construction Contracts (if federally funded)
- ☒ Proposal Form
- ☒ Sample Contract

Notices

1. The ACAH/AHFC is an equal opportunity employer.

2. Copies of sample contract documents are attached to this RFP.

3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Corporation. The Corporation shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.

4. The Corporation expressly reserves the right to accept or reject any and all proposals, waive minor informalities, negotiate changes and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors.

5. ACAH/AHFC will not be subject to payment for costs incurred for proposal preparation or Contract preparation as a result of valid and legal termination of this RFP or termination of any contract resulting from the award of the RFP.

6. All proposals shall be open for public inspection after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Corporation.

7. Substitution for any personnel named in a proposal may result in termination of negotiations.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

8. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.

9. Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations.

10. **Price Competition**: If the services performed do not require an Architect, Engineer or Land Surveyor, then all Offerors including any A/E or LS must provide Price Proposals in accordance with 15 AAC 150.330(f)(2). Notwithstanding (f)(2) of this section, for architectural, engineering, or land surveying services, the corporation may negotiate a contract with the most qualified and suitable firm or person of demonstrated competence. 15 AAC 150.330(m)

11. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in the Sample Contract, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

Professional Liability Insurance for the proposed contract: ☒ is required

12. **Pre-proposal Conference:** ☒ None ☐ As follows:

13. **Special Notices:**

13.1 An Alaska Business License is required of Contractors who do business in Alaska at time of award. To qualify for the Alaska Bidder's Preference, under 15 AAC 150.910(b), an Offeror shall have a valid Alaska business license as a prerequisite to proposal. Information regarding applying for an Alaska Business License can be found on-line at http://commerce.alaska.gov/dnn/cbpl/Home.aspx or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted.

14. **Contractual Agreements:** A sample contract is included as Attachment to this RFP (the Contract). The apparent successful Firm(s) will be required to sign the Contract in the same form as the sample Contract. Objections to any of the provisions in the sample Contract must be expressed and submitted in the Firm's proposal or all provisions of the Contract will be determined accepted as written.

Unless stated otherwise herein, the basic and governing language of the contractual agreement resulting from this solicitation shall be comprised of the Contract, this RFP, including all documents, any attachments and amendments, and the successful Firm's signed proposal. In the event of a conflict between the documents, the Contract shall govern.

15. **Jurisdiction:** This Contract is governed by the laws of the State of Alaska and Federal and Local Laws and Ordinances applicable to the work performed. The Contractor shall be cognizant and shall at all times observe and comply with such laws which in any manner affect those engaged or employed in the performance, or which in any way affects the manner of performance, or this Agreement. Any actions brought as a result of this Agreement shall be brought in the courts for the State of Alaska in the Third Judicial District in Anchorage, Alaska.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

Section **2**

SUBMITTAL CHECKLIST

Offeror may use left margin to check off items when completed.

[ ] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Question Deadline and Submittal Location" on page 1 of the RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on the planholders list. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the AHFC if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline.

[ ] 2. Review the Scope of Work and any other attached or referenced materials. If no Scope of Work is attached, telephone the AHFC Procurement Officer identified on page 1 of the RFP.

[ ] 3. Review the Evaluation Criteria. Read each criterion in light of the Scope of Work. Note any project specific criteria. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below.

[ ] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to ACAH/AHFC's Scope of Work. Marketing brochures, federal standard forms 330s, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted, unless specifically requested by this RFP.

[ ] 5. ***Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed*** so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.

[ ] 6. Price ☐ is ☒ is not an evaluation criterion for the proposed contract.

If Price is a Criterion, one copy bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a Billing Rates or Price Proposal and the names of the Project and Offeror. Each Billing Rates or Price Proposal must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).

[ ] 7. Complete all entries on the Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal, and will not count in the requirements of #8 below.

[ ] 8. Attach Criteria Responses (***except any Billing Rates or Price Proposals***) to the Proposal Form. The maximum number of attached pages (***each printed side equals one page***) for Criteria Responses shall not exceed: n/a. Attached page limit does not include the five-page the Proposal Form, any Billing Rates or Price Proposals, and any other required Federal HUD Forms (if applicable).

Criteria Responses shall be presented in ***8-1/2" X 11" format***, except for a minimal number of larger sheets (e.g. 11" x 17") that may be used (e.g. for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.

CAUTION: Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

[ ] 9. Deliver ***submittals in one sealed package*** to the location and before the submittal deadline cited under "Question and Submittal Deadline on Page 1 of the RFP. ***Mark the outside of the package*** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened. *Proposals must remain valid for at least ninety (90) calendar days from the date AHFC designates as the deadline for submitting proposals plus and addenda or extension to the RFP.*

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

SECTION 3
EVALUATION CRITERIA

EVALUATION OF PROPOSALS:

The Corporation will appoint an evaluation committee to review the proposals submitted. Evaluations will be based solely on the evaluation factors set out in this Section of the RFP.

Any proposals received by (CA) that may be missing any or all of the mandatory information required by this RFP will be determined to be non-responsive and will not be evaluated by the Corporation. Firms must ensure that their proposal has submitted all required forms and signatures, as well as, having thoroughly responded to all requirements and provisions. The Corporation will not be responsible for notifying Firms of any deficiencies in proposals.

3.1 EVALUATION SCORING:

The evaluation committee will weigh proposal components as follows:

3.1.1 SCOPE OF SERVICES	Weight: 10%

Write a brief summary of your understanding of the objectives and challenges associated with this contract. Indicate why you believe it would be in the (CA)'s best interest to select your firm for this contract. Identify any distinct and substantive qualifications for undertaking the proposed contract. Describe any other value-added services your team can provide in addition to the services requested. Describe your team's commitment to the (CA) should you be awarded this contract.

3.1.2 METHODOLOGY AND STRATEGY FOR PROJECT DELIVERY	Weight: 20%

Describe your approach to providing services under this contract and describe what, when, where, how, and in what sequence the work will be done. Address how particular geographic familiarity, experience, and capabilities of your firm (offeror and proposed subcontractors), and project staff might specifically contribute to the proposed method. Identify the amount and type of work to be performed by any subcontractors. Describe how your team will handle comments and collaborate with the CA in regards to site layout and building design throughout the process.

Projects to be accomplished under this contract may need to be fast-tracked. Describe your innovative strategies for accelerated project delivery.

3.1.3 MANAGEMENT	Weight: 15%

Describe the administrative and operational structures that will be used for performing the proposed contract. For example, consider who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? A graphic depiction may be a useful addition to your response to this part. Identify where the various services will be performed and how communications will be maintained between your project staff and the (CA), and, as applicable, any other government agencies or the public.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

3.1.4 EXPERIENCE	Weight: 25%

Describe previous projects the team has worked on that are related in size and scope to the projects anticipated to be accomplished under this contract. Include the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience will help your team to perform under this contract. Provide references for each project including the client's name, contact name and telephone number. Indicate which of the proposed firms and project staff was involved in each project. The (CA) reserves the right to investigate referenced projects, contact references, and research other projects that the respondent has worked on.

Include a description of your firm's quality control process and how this process has affected the quality of your deliverables. Use specific examples.

3.1.5 PROPOSED PROJECT STAFF	Weight: 25%

Name the individuals to perform the functions identified below. Include any other professional/technical functions you deem essential to perform the services. Describe the work to be performed by the individuals and detail their specific qualifications and substantive experience directly related to the proposed contract.

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Architecture*
4. Civil Engineering*
5. Structural Engineering*
6. Mechanical Engineering*
7. Electrical Engineering*
8. Surveying*
9. Geotechnical Engineering*
10. Building Information Modeling (BIM)

**All personnel acting in responsible charge for all Architectural, Engineering, Land Surveying and Landscape Architecture functions require an Alaska Registration and MUST be identified in your proposal*

For each person named, identify their employer and professional discipline or job classification. List at least three (3) professional references for each person including the reference's name and telephone number.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

3.1.6 QUALITY OF PROPOSALS	Weight: 5%

A&E firms do not respond to this scoring criteria. Evaluation committee members will rate the proposal based on clarity, completeness, and the response format requirements outlined in the RFP.

3.2 AWARD FACTORS:

The (CA) reserve the right to conduct interviews with firms determined to be susceptible to an award on the project.

If applicable, the Procurement Manager or his/her designee will conduct negotiations with responsive and responsible Firms whose proposal, when considered with all other proposals submitted in response to this solicitation, best meet the needs of (CA).

Upon selection of successful Firms, (CA) will issue a "Notice of Intent to Award". Copies of this Notice of Intent to Award will be emailed/faxed and/or mailed to all Firms who submitted proposals in response to this RFP.

Following a ten (10) day appeal period, (CA) will enter into negotiations with the apparently successful Offeror. Should contractual negotiations with the apparently successful Offeror be determined unsuccessful, (CA) reserves the right to either negotiate with the Offeror who submitted the next highest scoring proposal or to cancel the RFP.

3.3 UNAUTHORIZED NEGOTIATIONS:

In no event shall a prospective Firm, or the apparently successful Firm, enter into discussions or negotiations with representatives of ACAH/AHFC other than the Procurement Manager, or his/her designee.

3.4 OTHER FACTORS/REQUIREMENTS:

News releases pertaining to this RFP may not be made without prior written approval of the (CA) Government Relations and Public Affairs (GRPA).

In accordance with AHFC Procurement regulations, all proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to issuance of the Notice of Intent to Award a contractual agreement. Thereafter, proposals will become public information.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

ALASKA CORPORATION FOR affordable housing

Scope of Work

Background:

The Alaska Corporation for Affordable Housing (ACAH) is currently under contract to purchase a property within the Anchorage Municipality and is seeking a design team to prepare a concept design and environmental work for future construction of a minimum of 60 units of affordable housing in Anchorage, Alaska (the Project).

The Project is located at 1675/1689 C Street, Anchorage, Alaska legally described as Block 1A, Gay Subdivision, Plat No. 76-29. The site currently contains two abandoned office buildings beyond disrepair and will be demolished.

Proposed designs should have two buildings on site of a similar footprint to the existing buildings' "C" shape. Using existing building locations on the site is preferred. Buildings should be no more than 4 stories high with an elevator. Designs should contain a total of at least 50 one-bedroom units and 10 two-bedroom units. One-bedroom units should be no larger than 700 sq.ft. and Two-bedroom units should be no larger than 1200 sq.ft.. All units should have all appropriate clearances to be adaptable to meet ADA standards. The main level of one of the buildings should contain a property management office complete with storage and a restroom for staff. All floors to contain maintenance storage areas.

The site design should contain a fence around the perimeter of the entire property with gated access for cars and pedestrians off of 16th Avenue, as well as gated access for pedestrians off of C Street. The parking lot is to contain covered parking for at least 60 vehicles, or at least the same number of units as the proposed design.

Deliverables:

The licensed architectural/engineering firm (Design Team) will deliver 10% concept architectural drawings showing site plan, floor plans and elevations to meet local building jurisdiction's plan review approval. Drawings must be a cost-effective, energy efficient design to be permitted by all applicable jurisdictions of authority. The design must also comply with NSPIRE standards and ADA standards, where applicable.

Design Team will deliver an environmental Phase I report which meets current ASTM standards. Other environmental report deliverables to include a full geotechnical engineering report of soils and site conditions.

Design Team will provide a comprehensive code review and analysis for all appropriate jurisdictions as well as a topographical survey, plot plan, utility connection locations and a utility capacity analysis.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

Qualifications/Requirements:

Design Team is expected to consist of professionals in architecture, general contracting, civil, structural, mechanical, electrical engineering, and any other fields, as necessary. Design Team must demonstrate experience designing and engineering energy-efficient, affordable housing in Alaska.

Design Team must conform to all applicable Federal, State and local laws, ordinances and codes. Design Team shall comply with all administrative requirements of the contract, including but not limited to the submission of a project schedule and all other tasks required under the contract.

The current plat is attached for reference and to assist in bid determination, it is anticipated that all information is correct and accurate in relation to the current status of the building, however, contractor is responsible to verify the accuracy of this information prior to submission of a bid.

Bidders shall prepare a fully loaded bid inclusive of all work required to complete the design and environmental work of the Project. Bids shall include all anticipated work as determined by the bid documents and review of the site (prior to bid).

All bids shall be submitted with a detailed scope of work and associated schedule of values, narrative work plan and schedule. Wage rate determinations may apply to this project.

Should the property be deemed infeasible during ACAH's due diligence period, it is possible elements of this contract may be determined no longer necessary and removed from the scope of work. Conversely, if conditions warrant, additional environmental work could be requested to include but not limited to a Phase II report.

Anticipated completion of all Design and Engineering actions and deliverables under this contract is 2/28/2027. Contract Administrator may extend the anticipated if determined appropriate and in the best interests of ACAH.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

Instructions to Offerors Non-Construction

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

(1) signing and returning the amendment;
(2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
(3) letter or telegram, or
(4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

(1) Have adequate financial resources to perform the contract, or the ability to obtain them;
(2) Have a satisfactory performance record;
(3) Have a satisfactory record of integrity and business ethics;
(4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
(5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
(4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may
(1) reject any or all offers if such action is in the HA's interest,
(2) accept other than the lowest offer,
(3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

Instructions to Offerors Non-Construction

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

(1) signing and returning the amendment;
(2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
(3) letter or telegram, or
(4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

(1) Have adequate financial resources to perform the contract, or the ability to obtain them;
(2) Have a satisfactory performance record;
(3) Have a satisfactory record of integrity and business ethics;
(4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
(5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
(4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may
(1) reject any or all offers if such action is in the HA's interest,
(2) accept other than the lowest offer,
(3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) **Non-construction contracts** *(without* maintenance) **greater than $250,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than $2,000 but not more than $250,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than $250,000

1. Definitions

The following definitions are applicable to this contract:

(a) "Authority or Housing Authority (HA)" means the Housing Authority.
(b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
(d) "Day" means calendar days, unless otherwise stated.
(e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

(SEE ARTICLE 12 IN SUPPLEMENT TO GENERAL CONDITIONS FOR NON-CONSTRUCTION)

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes (SEE ARTICLE 11 IN SUPPLEMENT TO GENERAL CONDITIONS FOR NON-CONSTRUCTION)

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section 111, Labor Standards Provisions,* including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
( ) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

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product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency' includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

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(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

16. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in acc ordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1.The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

i.Recruitment, advertising, and job application procedures;

ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii.Rates of pay or any other form of compensation and changes in compensation;

iv.Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

v.Leaves of absence, sick leave, or any other leave;

vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii.Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix.Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller] , a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5.The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/ seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6.The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of $ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7.The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968;
24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

ALASKA CORPORATION FOR affordable housing

PROPOSAL FORM

THIS FORM MUST BE THE FIRST PAGE OF PROPOSAL

Project Title: ACAH Pre Design Work Anchorage Housing Project

RFP Number: 27-ACAH-001

Project Site: 1675/1689 C. Street Anchorage, Alaska

CONTRACTOR (OFFERER) INFORMATION

Contractor Name:_____

Street Address:_____ **City:**_____ **State:**_____

Alaska Business License Number:_____

Individuals to Sign Contract:_____

Title:_____

Contractor's Contract Administrator: _____

Title: _____ **Phone:** _____ **Email:** _____

Contractor Qualifies as Alaska Bidder (if Corporate funded): Yes [ ] No [ ]

Receipt of Addenda numbered _____ **is hereby acknowledged.**

PROPOSED SUBCONTRACTORS

Subcontractor Name	Service Provided	AK Business License
1.		
2.		
3.		
4.		

CERTIFICATIONS

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and, that the requirements of Certifications on page 2 and 3 of this proposal for 1) Federal-Aid Contracts exceeding $100,000, 2) Foreign Contracting, 3) Former Public Officer and 4) the Disclosures, Pledges and Promises on page 3 and 4 of this Proposal Form will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Corporation is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors. This proposal is valid for at least ninety days.

Signature: _____ **Date:** _____

Name: _____ **Telephone:** _____

Title: _____ **Fax:** _____

Email Address: _____

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING $100,000

The individual signing this proposal certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded. Submission of this certification is a prerequisite for making or entering into the proposed contract imposed by Section 1352, Title 31, U.S. Code. The Contractor also agrees by submitting this proposal that Contractor shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such Subcontractors shall certify and disclose accordingly.

CERTIFICATION - FOREIGN CONTRACTING

By signature on this solicitation, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the offeror cannot certify that all work is being performed in the United States, the offeror must contact the Contracts Officer to request a waiver at least 10 days prior to proposal deadline. The offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

CERTIFICATION – FORMER PUBLIC OFFICER

Any proposer listing as a member of the proposer's team a current public officer or a former public officer who has left state service within the past two years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual's proposed position.

The Ethics Act bars a public officer who leaves state service from representing, advising or assisting a person for compensation regarding a matter – that was under consideration by the administrative unit in which the officer served, and in which the officer participated personally and substantially through the exercise of official action, for two years after leaving state service. See AS 39.52.180(a). "Public officer" includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

Additionally, former public officers may not disclose or use information acquired in the course of their official duties that could in any way result in a benefit to the former public officers or their families, if the information has not been disseminated to the public or is confidential by law, without appropriate authorization. *See* AS 39.52.140.

Each current or former public officer is responsible for determining whether he or she may serve in the listed capacity on this project without violating the Ethics Act. A form that a former public officer may use to certify their eligibility is attached below. Current public officers may seek advice from their designated ethics supervisors concerning the scope and application of the Ethics Act. Former public officers may, in writing, request advice from the Office of the Attorney General, Ethics Attorney concerning the application of the Ethics Act to their participation in this project. It is the

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

responsibility of the individual and the proposer to seek resolution in a timely manner of any question concerning the individual's eligibility.

DISCLOSURES, PLEDGES, AND PROMISES

Respond to every question or blank space provided in the Disclosures, Pledges and Promises. If the information required is not applicable, enter "N/A". If there is not enough space to adequately respond to any question or request for information, enter "see attached explanation" in the space provided, and attach the additional pages of information. Clearly identify the portion of the Disclosures, Pledges and Promises you are responding to, and attach the information in the proper order.

1. The proposal submitted to ACAH/AHFC is genuine, not collusive or a sham; the Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror or person, to submit a sham proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price submitted by Offeror or submitted by any other Offeror, or to fix any terms, conditions, overhead, profit or cost element of said proposal, or of the proposal of any other Offeror, or to secure any advantage against ACAH/AHFC or any person interested in the proposed Contract; and that all statements in said proposal are true.

The Offeror has not, and will not disclose the terms and conditions of the proposal, directly or indirectly, to any other Offeror or interested person prior to Contract award unless otherwise required by law.

2. Each signature on the proposal and all addenda are considered to be a certification by the signatory that the signatory:

a. Is the person from the Offeror's organization responsible for determining the prices and terms being offered in the proposal, and that the signatory has not participated and will not participate in any action contrary to Paragraph 1 above; and

b. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated and will not participate in any action contrary to Paragraph 1 above.

(Insert full name of person(s) in the Offeror's organization responsible for determining the prices and terms offered in the proposal, and the title of his or her position in the Offeror's organization.)

_____

c. As an authorized agent of the Offeror, does certify that the principals named in Paragraph 2, Section b, have not participated and will not participate in any action contrary to Paragraph 1 above.

d. As an authorized agent of the Offeror, has not personally participated and will not participate in any action contrary to Paragraph 1 above.

3. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror, the Offeror:

a. ( ) has, ( ) has not, employed or retained any person or company to solicit or obtain the ACAH/AHFC Contract resulting from this RFP; and

b. ( ) has, ( ) has not, paid or agreed to pay any person or company employed or retained to solicit or obtain the ACAH/AHFC Contract resulting from this RFP, any commission, percentage, brokerage or other fee contingent upon or resulting from the award of a Contract.

If the answer to 3a or 3b above is affirmative, the Offeror shall include a full and written disclosure attached to this affidavit and addressed to the ACAH/AHFC Contract Compliance Officer.

The Offeror acknowledges and agrees that any misrepresentation made by the Offeror subject to Paragraphs 3a and 3b above shall give ACAH/AHFC the right to (1) terminate any subsequent Contract; (2) at its sole discretion, deduct from Contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the Contract.

4. To the best of Offeror's knowledge and in good faith, it is the Offeror's belief that the following named ACAH/AHFC employees or ACAH/AHFC Board of Directors members may have a financial, business, or familial interest, direct or indirect, in or with the Offeror or Offeror's representative: (If none, so state.)

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

ACAH/AHFC Employee Name/Job Title

_____

_____

ACAH/AHFC Board of Directors Member(s)

_____

Explanation of nature of ACAH/AHFC employee or Board member interest with Offeror or Offeror's representative: (If none, so state.)

_____

5. The Offeror does not have any organizational conflict of interest, which is defined as a situation in which the nature of work to be performed or services to be supplied under the proposed ACAH/AHFC Contract, and the Offeror's organizational, financial, contractual, or other interests may:

   a. Result in an unfair competitive advantage to the Offeror; or

   b. Impair the Offeror's objectivity in performing the Contract work or providing the Contract services.

If the Offeror cannot respond affirmatively to 5a and 5b above, the Offeror shall include a full and written disclosure attached to this affidavit and addressed to the ACAH/AHFC Contract Compliance Officer.

6. Neither the Offeror, nor any person or firm which has an interest in the Offeror's firm, is ineligible to:

   a. Be awarded contracts by any agency of the United States Government, HUD, ACAH/AHFC, or the State of Alaska.

7. The Offeror certifies that:

   a. It has paid all required fees and is properly licensed and bonded to do business in the State of Alaska and within the local governing body in which any work or services subsequent to this RFP is to be performed or provided.

   b. It complies and will comply with all laws of the State of Alaska, the applicable portions of the Federal Civil Rights Act of 1964, and the Equal Employment Opportunity Act as regulated by the State and federal governments.

   c. The Offeror certifies that all terms and conditions, including fee or price quotes submitted as a part of the Offeror's response to this solicitation shall remain effective for a period of not less than ninety (90) days from the date ACAH/AHFC designates as the deadline for submitting proposals, plus any addenda or extensions to the RFP, and for an additional contractual term if the Offeror should enter into a Contract with ACAH/AHFC to perform work or provide services as described in this solicitation. The Offeror acknowledges and agrees that its proposal and all other material submitted will become the property of ACAH/AHFC.

   d. No action, suit, proceeding, inquiry or investigation before or by any court or federal, State, municipal or other governmental authority is pending, or to the Offeror's knowledge is threatened against Offeror or affecting the assets, properties, or operations of the Offeror or its interests, which if determined adversely to Offeror would have material and adverse effect upon the consummation of transactions contemplated by, or the validity of, agreements between ACAH/AHFC and the Offeror, or upon the financial condition, assets, properties or operations of Offeror. No employee employed by the Offeror's firm, or the Offeror's firm itself has been debarred, suspended or otherwise prohibited from practice by any federal, State or local agency.

   e. If the Offeror is unable to affirmatively certify any statement under Paragraph (d) above, the Offeror shall include a full and written disclosure attached to this affidavit and addressed to the ACAH/AHFC Contract Compliance Officer.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

Former Employee's Certification of Eligibility

Under the Alaska Executive Branch Ethics Act
(AS 39.52.140, AS 39.52.180)

I am a former employee of the State of Alaska and left state service within the last two years. My last position with the state was [*insert job title*] _____ with the [*insert name of state agency and administrative unit*] _____ _____. I propose to work on [*describe state contract or other matter*] _____ on behalf of [*name of current employer*] _____. This work will not involve any matter (a) that was under consideration by the state administrative unit that I served, and (b) in which I participated personally and substantially during my state service through the exercise of official action ("official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction). I am therefore eligible to participate in this [*contract or matter*] under the Alaska Executive Branch Ethics Act. I also understand that as a former public officer I may not disclose or use information acquired in the course of my official duties that could in any way result in a benefit to me or my family, if the information has not been disseminated to the public, or that is confidential by law, without appropriate authorization.

I certify under penalty of perjury that the foregoing is true.

Dated: _____, 20__, at _____, Alaska.

_____
[*name of former state employee*]

STATE OF ALASKA)
) ss.
_____ JUDICIAL DISTRICT)

On this _____ day of _____, 20__, [*name of former state employee*]_____ _____, whom I know to be the individual described in and who executed this certification, personally appeared before me and acknowledged that [s]he signed the certification as [her or his] free and voluntary act.

IN WITNESS WHEREOF, I have placed my signature and affixed my official seal.

_____
Notary Public in and for Alaska
My commission expires: _____

If no notary or other official (judge, magistrate, U.S. postmaster or municipal clerk) is available, omit the notary certificate and include the following statement in the text: A notary or other official empowered to administer oaths is unavailable.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

Design Services Contract

Project Title: ACAH Pre Design Work Anchorage Housing Project

Contract Number: 27-ACAH-001

Project Site: 1675/1689 C. Street Anchorage, Alaska **Contract**

Term: All Services shall be completed by 3/31/2027.

CONTRACTOR INFORMATION

Contractor:

Address:

City, State, Zip:

Contract Manager:

Phone No: **Fax No:** **Email Address:**

AHFC INFORMATION

Street: 4300 Boniface Parkway

PO Box: P.O. Box 101020

City, State, Zip: Anchorage, AK 99504

Contract Manager: Lisa Leisle

Phone No: (907) 330-8404 **Fax No:** (907) 330-8217 **Email Address:**

INCORPORATED BY REFERENCE

The following documents are incorporated by reference into this Contract:

A. RFP #27-ACAH-001, addendums, attachments, etc.; and
B. Contractor's proposal submitted to ACAH/AHFC.

In case of any conflict between the terms of this Agreement, The RFP, and the Contractor's Proposal, the terms of this Agreement shall prevail, followed by the RFP, and then the Contractor's Proposal.

This contract (the Contract) is made between _____ (the Contractor) and the Alaska Corporation for Affordable Housing (ACAH) / Alaska Housing Finance Corporation (AHFC).

GENERAL PURPOSE OF CONTRACT

The purpose of this Contract is to establish the Contractor as approved to provide services as required by ACAH/AHFC; and to define Contractor's duties and obligations, and the rights of the parties.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

Contractor and ACAH/AHFC agree as follows:

1. **CONTRACT IN ITS ENTIRETY:** This Contract represents the entire understanding between ACAH/AHFC and Contractor. No prior oral or written understandings shall have any force or effect with respect to any matter covered in this Contract or in interpreting this Contract. This Contract shall only be modified or amended by written amendment executed by all parties

2. **EFFECTIVE DATE:** This Contract is not effective until the date upon which it is signed by ACAH/AHFC.

3. **NOTICE TO PROCEED:** Services under this agreement shall not be undertaken or performed until a Notice to Proceed is issued by ACAH/AHFC.

4. **CONTRACTOR'S DUTIES:** Contractor shall diligently perform for ACAH/AHFC all of its duties under this Contract and/or any written instructions by ACAH/AHFC. All work performed by the Contractor is subject to inspection, evaluation, and approval by ACAH/AHFC. ACAH/AHFC may employ all reasonable means to ensure that the work both progresses and is performed in compliance with the Contract.

   Contractor shall have no liability for defects in the services attributable to Contractor's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by ACAH/AHFC, third parties retained by ACAH/AHFC, or in the public domain. Contractor, unless otherwise provided in Exhibit A, shall not be responsible for the verification of any documents or other information provided by ACAH/AHFC and relied upon by Contractor in performing the services.

   In performing the services, Contractor may be required to make certain assumptions or forecasts of conditions, events, or circumstances that may occur in the future. Contractor will take reasonable efforts to assure that assumptions and forecasts made are reasonable and the basis upon which they are made follow generally accepted practices for such assumptions or projections under similar circumstances. ACAH/AHFC expressly acknowledges that actual results may differ significantly from those projected as influenced by conditions, events, and circumstances that actually occur.

5. **TRAVEL:** If Contractor must travel in order to perform services or complete work as required by this Contract, all travel must be approved by ACAH/AHFC in writing, and in advance. Travel expenses include, but are not limited to: coach class airfare or other commercial carrier tourist class fare, mid-sized car rental, necessary excess baggage fees, meal allowances at the applicable state or federal rate, and moderately-priced lodging costs.

6. **NO ADDITIONAL WORK OR MATERIALS**: No claim for additional services that are not specifically provided in this Contract, that are performed or furnished by the Contractor, will be allowed unless ACAH/AHFC has ordered the work in writing, and in advance of the work being performed or the materials being provided.

   AHFC and the Contractor agree to negotiate an acceptable compensation for any additional work. Before ACAH/AHFC may agree to compensate the Contractor for additional work, the Contractor must provide AHFC with detailed cost and pricing data based upon the work to be performed and the schedule for delivery of work product.

   Any additional work must be documented as a written amendment to this Contract and must be dated and signed by both parties prior to the work commencing.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

7. **KEY PERSONNEL:** Any change in the key personnel of the Contractor responsible for performing work under this Contract must be approved in writing by ACAH/AHFC.

Upon receipt of documentation that demonstrates that the proposed replacement personnel possess at least equivalent communications skills, specialized knowledge and technical experience comparable to the personnel to be replaced, ACAH/AHFC may not unreasonably withhold such approval.

8. **COMPENSATION:** Compensation for services will be paid at the rates attached as "Exhibit A".

No payment will be made until the Contract is approved and signed by the ACAH/AHFC Administrative Services Director, or designee. ACAH/AHFC is not responsible for and will not pay local, state or federal taxes on work performed under this Contract. All costs associated with the Contract must be stated in U.S. currency.

9. **REIMBURSEMENT:** Any costs or expenses Contractor incurs performing Contractor's duties under this Contract are to be borne by Contractor and will not be reimbursed by ACAH/AHFC except as provided in this Contract.

10. **TERMINATION BY CONTRACTOR:** The Contractor's duties under this Contract may be terminated in whole at any time at the option of the Contractor, upon ninety (90) days written notice to ACAH/AHFC.

11. **TERMINATION BY ACAH/AHFC:** ACAH/AHFC, by written notice, may terminate this Contract in whole or in part, as follows:

A. for any reason upon ninety (90) days written notice to Contractor;

B. for Contractor's breach of any term of this Contract upon written notice to Contractor of the breach. A breach of this Contract includes, but is not limited to, Contractor's failure to comply with the Contract, including:

1) Contractor's failure to maintain adequate insurance and/or bonding;

2) Contractor's failure to comply with any federal, State, or local law, regulation, order, or judicial precedent that applies to Contractor;

3) the dissolution or the commencement of any action or proceeding for the liquidation of the Contractor, or for the appointment of a receiver or trustee of the property of the Contractor;

4) the insolvency of Contractor, the adjudication of Contractor as bankrupt, the appointment of a receiver for Contractor, the execution by Contractor of a general assignment for the benefit of Contractor creditors, or other material change in Contractor's status. Contractor's interest in this Contract is not an asset of Contractor or Contractor's successors or assigns, and no interest in this Contract may pass by operation of law without the express written consent of ACAH/AHFC;

5) a substantial change in the ownership of Contractor, including but not limited to, a sale of the majority interest in Contractor or a change in the corporate status of a Contractor without the prior written consent of ACAH/AHFC;

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6) if a professional services contract, a substantial change in the experience or qualifications of Contractor's staff assigned to perform services under this Contract without ACAH/AHFC's express written approval;

7) a finding by a court that Contractor, or any principal of Contractor, committed an act of civil fraud, or a conviction of Contractor or any principal of Contractor of a crime for acts related to Contractor's business;

8) any revocation or suspension of Contractor's State of Alaska business license, or any determination by any professional board censuring Contractor in any manner;

9) any action or inaction on the part of the Contractor which results in a lien being filed against ACAH/AHFC or results in ACAH/AHFC dispensing funds to prevent lien action, provided, Contractor shall have ten (10) days from receipt of written notice to (i) remedy the same, or (ii) commence proceedings to remedy the same and proceed diligently in remedying the same;

10) failure of Contractor to pay subcontractors, suppliers, laborers, applicable State or federal taxes, provided, Contractor shall have ten (10) days from receipt of written notice to (i) remedy the same, or (ii) commence proceedings to remedy the same and proceed diligently in remedying the same.

C. Whether or not ACAH/AHFC has notified Contractor of the Contract termination under Subsection B, ACAH/AHFC may take any action that in its discretion is reasonable to protect itself from Contractor's breach of this Contract.

D. Failure of ACAH/AHFC to terminate this Contract for Contractor's breach under Subsection B does not waive that right or any other right under this Contract.

E. ACAH/AHFC is liable only for payment in accordance with the compensation provisions of this Contract for services rendered before the effective date of any termination of this Contract.

12. **TERMINATION NOT A RELEASE**: Termination of this Contract by either ACAH/AHFC or Contractor under Sections 11 or 12 of this Contract does not release Contractor from any obligations or liability under the Contract unless ACAH/AHFC expressly releases Contractor in writing. Upon termination of the Contract by either ACAH/AHFC or Contractor, Contractor must assist in an orderly transfer of all files, notes, draft reports, or other work product related to this Contract to the offices of ACAH/AHFC or to any successor or custodian designated by AHFC (in writing).

13. **INDEMNIFICATION**: The Contractor shall indemnify, save harmless and defend ACAH/AHFC and the State, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Contractor, its subcontractors, or anyone directly or indirectly employed by Contractor in the performance of this Contract.

All actions or claims, including costs and expenses, resulting from injuries or damage sustained by any person or property arising directly or indirectly from Contractor's performance under this Contract which are caused by the joint negligence of ACAH/AHFC and the Contractor shall be apportioned on a comparative-fault basis. Any such joint negligence on the part of AHFC must be a direct result of active involvement by ACAH/AHFC.

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14. **NO ASSIGNMENT OR DELEGATION**: This Contract is a personal services Contract and Contractor may not assign or delegate this Contract, or any part of it, or any right to any compensation or reimbursement paid under it, except with the express written consent of ACAH/AHFC, provided, Contractor may subcontract portions of the services to its related entities. The required consent shall not be unreasonably withheld, conditioned or delayed.

15. **NOTICE:** Any notices given under this Contract must be in writing and must be sent by registered mail or certified mail, return receipt requested, and addressed to the parties identified on Page 1 of this contract:

16. **OWNERSHIP OF RECORDS**: All records related to work performed by Contractor for ACAH/ AHFC under this Contract, including but not limited to documents, reports, recommendations, analysis, work produced in any form including intellectual property, computerized data files, and other media or papers of whatever kind or description (hereinafter called "records") whether or not developed or originated by Contractor are the sole property of ACAH/AHFC.

At all times, each party shall retain all of its rights in its drawing details, designs, specifications, databases, models, computer software, copyrights, trade and service marks, patents, trade secrets, and any other proprietary property.

Nothing contained in this Section shall be construed as limiting or depriving Contractor of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Contract.

Contractor shall have the right to retain and use copies of drawings, documents, and other data furnished by or to be furnished by Contractor and any non-confidential information contained therein.

AHFC shall not acquire any rights to any of Contractor's, its subcontractor's or vendor's proprietary computer software that may be used in connection with the services except as expressly provided in Exhibit A or as may be separately agreed in writing.

Contractor, upon AHFC's written request, shall deliver immediately all records to ACAH/AHFC or as ACAH/AHFC otherwise dictates in writing. Contractor may not condition in any manner whatsoever, the delivery of records. Any records that Contractor has retained on microfilm or otherwise condensed, must be reproduced promptly, at no cost to ACAH/AHFC.

Unless all records have been delivered to ACAH/AHFC, Contractor shall retain all records in its possession relating to the performance of this Contract for a period of three (3) years from completion of the project, or until notified by ACAH/AHFC of final resolution of any audit findings, claims, or litigation related to the Contract, whichever is later.

17. **EXAMINATION OF RECORDS**: Contractor shall permit any person designated by ACAH/AHFC, at any reasonable time during regular business hours, and upon twenty four (24) hour notice, to examine and make audits of any and all of the records related to the services. Contractor shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or as a percentage of other costs.

18. **PRIOR CONTRACTS:** This Contract supersedes any prior Contracts and understandings between ACAH/AHFC and the Contractor relating to the subject matter of this Contract. However, the

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provisions of this paragraph do not operate to release Contractor or ACAH/AHFC from any responsibilities or liability that may have arisen under any prior Contract related to the subject matter of this Contract.

19. **PERMITS**: The Contractor shall be solely responsible and financially responsible for obtaining all required permits, licenses, and/or approvals to comply with municipal, borough, state and federal authority to operate Contractor's own business. The Contractor, as part of its services, may assist ACAH/AHFC with obtaining permits and/or approvals for project work performed under this Contract, however, the Contractor shall not be financially responsible for the costs of such project-related permits and/or approvals.

20. **SAFETY:** The Contractor shall be solely responsible for initiating, managing and supervising all safety precautions and procedures related to, and arising out of, the Contractor's work under this Contract.

The Contractor shall take all necessary precautions to ensure the safety of all persons on the work site, whether the Contractor's employees or not. The Contractor shall comply with all applicable laws, ordinances, rules and regulations of any authority having jurisdiction over the safety of persons, or of the safe use of materials and equipment.

21. **CONFIDENTIALITY**: The Contractor acknowledges that ACAH/AHFC will provide it with certain confidential and proprietary information to enable it to perform under this Contract. Contractor agrees that it will protect and keep confidential all such information that ACAH/AHFC provides to it and will undertake to maintain the same standard of care and security to protect the confidential information as Contractor uses to protect its own confidential and proprietary information, provided Contractor shall be under no liability to treat the information received as confidential unless ACAH/AHFC advises Contractor at the time of disclosure that said information is confidential.

Contractor's confidentiality obligation hereunder shall not extend to information which: (i) at the time of disclosure, is or becomes a part of the public domain by publication or otherwise through no fault of Contractor; (ii) Contractor can show was in its possession at the time of disclosure; or (iii) is subsequently disclosed to Contractor by a third-party, which information Contractor reasonably believes has not been wrongfully acquired, directly or indirectly.

Contractor shall not be restricted in any way from releasing information, including confidential information, in response to a subpoena, court order, or other legal process, or as may be legally compelled by any tribunal or governmental or regulatory authority, but in such event, shall notify ACAH/AHFC of the demand for information before Contractor responds to such demand.

Contractor agrees to limit distribution of the confidential information to those of its employees who are performing work under the Contract. The confidential information may not be distributed to third-parties without the express written consent of ACAH/AHFC. Contractor agrees that, upon completion of the Contract, it will return the originals and all copies of the confidential information to ACAH/AHFC.

22. **COPYRIGHT**: Contractor acknowledges that the work product developed under this Contract is a work for hire specifically commissioned by ACAH/AHFC. Contractor agrees that ACAH/AHFC is entitled to the copyright in all technical materials, reports, drawings, manuals, or other work product developed pursuant to this Contract and Contractor hereby releases and waives any claim it may have to such copyright.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

23. **NON-WAIVER OF RIGHTS:** No waiver or default of any part of this Contract by ACAH/AHFC shall operate as a waiver of any subsequent default of any part of this Contract that is to be performed by Contractor. Consent or notice by ACAH/AHFC shall not be construed as consent or notice in the future.

24. **THIRD PARTIES NOT BENEFITED:** It is specifically agreed by the parties that they do not intend by any provisions of any part of this Contract to create in the public or any member hereof a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to initiate a suit for damages pursuant to this Contract.

25. **DISPUTES:** Any dispute arising under this Contract that is not disposed of by mutual agreement shall be decided in accordance with the appropriate ACAH/AHFC authority governing contract disputes or controversies.

26. **INDEPENDENT CONTRACTOR:** The Contractor and any agents, employees and officers of the Contractor act in an independent capacity and are not officers or employees or agents of ACAH/AHFC in the performance of this Contract.

27. **GOVERNING LAW:** This Contract is governed by the laws of the State of Alaska. Any actions brought as a result of this Contract shall be brought in the courts for the State of Alaska in the Third Judicial District in Anchorage, Alaska.

28. **OFFICIALS NOT TO BENEFIT:** Contractor must comply with all applicable State or federal laws regulating ethical conduct of public officers and employees.

29. **CAPTIONS, SEVERABILITY:** The captions and headings of the paragraphs of this Contract are for convenience only and are not to be used to interpret or define the provisions of this Contract. If any provision of this Contract conflicts with applicable law, the conflict does not affect the other provisions of this Contract which can be given effect without the conflicting provision. The provisions of this Contract are declared to be severable.

30. **FUNDING:** Notwithstanding any other provision of this Contract, funding to support this Contract is contingent upon legislative approval of ACAH/AHFC's annual operating budget. ACAH/AHFC's fiscal year is July 1 through June 30.

31. **CONTRACT ADMINISTRATOR NOTICE:** Each party to this Contract shall designate a Contract Administrator. This person must be authorized to act on behalf of and bind their respective organization. The authority of the Contract Administrator cannot be assigned, delegated or changed without written amendment to this Contract.

    Any notice given to ACAH/AHFC under this Contract must be in writing and must be sent by registered mail or certified mail, return receipt requested, addressed to the ACAH/AHFC Contract Administrator.

32. **INSURANCE:** Without limiting Contractor's indemnification, it is agreed that Contractor will purchase at its own expense and maintain in force at all times during the performance of services under this Contract, the following described policies of insurance.

    Contractor must provide the required insurance certificates as described below to AHFC within ten (10) working days of Notice of Intent to Award. AHFC will not sign a contract, issue a notice to proceed, or make any payment absent the required insurance certificates.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

AHFC Risk Management reserves the right, but not the obligation, to review and revise any of the following insurance requirements, based on insurance market conditions which may affect the availability or affordability of coverage; or based on changes in the scope of work or specifications that apply to this Contract. In addition, AHFC Risk Management reserves the right, but not the obligation, to review and reject any insurance policies failing to either meet the necessary criteria or that have been provided by an insurer in poor financial condition or legal status.

The requirements contained herein, as well as AHFC Risk Management review or acceptance of insurance maintained Contractor is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance policies required to be maintained by Contractor will name AHFC as additional insured for all coverage where applicable

Contractor and its subcontractors agree to obtain a waiver, where applicable, of all subrogation rights against AHFC, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor and its subcontractors for AHFC. However, this waiver shall be inoperative if its effect is to invalidate in any way the insurance coverage of either party.

Where specific limits are shown, it is understood that they will be the minimum acceptable limits. If the Contractor's policy contains higher limits, AHFC will be entitled to coverage to the extent of such higher limits. The coverages and/or limits required are intended to protect the primary interests of AHFC, and the Contractor agrees that in no way will the required coverages and/or limits be relied upon as a reflection of the appropriate types and limits of coverage to protect Contractor against any loss exposure whether a result of this Contract or otherwise.

Failure to furnish satisfactory evidence of insurance or lapse of any required insurance policy is a material breach and grounds for termination of this Contract.

Workers' Compensation Insurance: Contractor will provide and maintain, for all employees of the Contractor engaged in work under the Contract, Workers' Compensation Insurance as required by AS 23.30.045. Contractor shall be responsible for ensuring that any subcontractor that directly or indirectly provides services under this Contract has Workers' Compensation Insurance for its employees. This coverage must include statutory coverage for all States in which employees are engaging in work and employer's liability protection for not less than $1,000,000 per occurrence. Where applicable, coverage for all federal acts (i.e., USL & H and Jones Acts) must also be included.

Commercial General Liability Insurance: Contractor will provide and maintain Commercial General Liability Insurance with not less than $1,000,000 per occurrence limit, and will include premises-operation, products/completed operation, broad form property damage, blanket contractual and personal injury coverage. Coverage shall not contain any endorsement(s) excluding or limiting contractual liability nor providing for cross liability.

Automobile Liability Insurance: Contractor will provide and maintain Automobile Liability Insurance covering all owned, hired and non-owned vehicles with coverage limits not less than $1,000,000 per occurrence bodily injury and property damages. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for hired and non-owned liability which may be satisfied by endorsement to the CGL policy or by separate Business Auto Liability policy.

Professional Liability Insurance: *(if required by the RFP, Section 1, Notices, Item #11)* The Contractor will provide and maintain Professional Liability Insurance covering all errors, omissions or negligent acts of the Contractor, its subcontractors, or anyone directly or indirectly employed by them, made in the performance of this Contract which results in financial loss to the State. Minimum limits required are not less than $1,000,000; higher limits may be required based upon the scope of work for this Contract.

Docusign Envelope ID: 44B01D50-4ADE-8087-8226-6B328DE1481F

Umbrella or Excess Liability: Contractor may satisfy the minimum liability limits required above for CGL and Business Auto under an umbrella or excess liability policy. There is no minimum per occurrence limit under the umbrella or excess policy; however the annual aggregate limit shall not be less than the highest per occurrence limit stated above. Contractor agrees to endorse AHFC as an additional insured on the umbrella or excess policy unless the certificate of insurance states that the umbrella or excess policy provides coverage on a pure "true follow form" basis above the CGL and Business Auto policy.

Certificates of Insurance: Contractor agrees to provide AHFC with certificates of insurance evidencing that all coverages, limits and endorsements as described above are in full force and effect and will remain in full force and effect as required by this Contract. Certificates shall include a minimum thirty (30) day notice to AHFC of cancellation or non-renewal. The Certificate Holder address shall read:

Alaska Housing Finance Corporation

Risk Management Department

4300 Boniface Parkway

Anchorage, Alaska 99504

Fax (907) 330-8217

risk@ahfc.us

Information for Insurance Agents/Brokers: Contractor is strongly encouraged to provide its insurance agent/broker with a copy of the insurance provisions of this Contract in order that the Contractor may timely obtain and maintain the required insurance and/or bonding.

33. ADDITIONAL PROVISIONS.

A. EQUAL OPPORTUNITY EMPLOYMENT. Contractor certifies that it complies with the applicable portions of 42 U.S.C. 1971, 1975 and 2000 of the Civil Rights Act of 1964 and the civil rights laws in the Alaska Statutes, AS 18.80 2 AAC 12.120 (a) (4). Contractor further certifies that subcontracting shall be allocated to meet goals established to eliminate and prevent discrimination.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set out below. This Contract takes effect on the date of its execution by ACAH/AHFC.

For the Contractor

Signature: _____

Name: **Date**

Title:

For ACAH/AHFC

Signature: _____

Name: Greg Rochon **Date**

Title: Administrative Services Director, Chief Procurement Officer