REQUEST FOR QUOTATIONS

Procurement per 15 AAC 150.300-490

Alaska Housing FINANCE CORPORATION

Project Title: Vehicle Towing Services

RFQ Number: 27-RFQ-001

Project Site: Anchorage, Alaska

Project Description: The Alaska Housing Finance Corporation is seeking quotes from qualified and experienced firms to tow vehicles from its corporate and residential properties, and provide proper signage for such service in accordance with the Scope of Work.

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

Anticipated Period of Performance or Completion Date: The initial term of the Contract shall be two (2) years from the date Notice to Proceed is issued by AHFC. The Contract may be renewed for up to three (3) additional (1) year periods at AHFC's sole discretion.

Funding Source: ☐ Corporate ☒ Federal
Type of Work: ☒ Services ☐ Maintenance ☐ Construction
Estimated Amount of Proposed Contract:
☐ Less than $5,000 ☒ $5,000 to $25,000 ☐ $25,000 to $100,000
☐ $100,000 to $200,000 ☐ $200,000 to $500,000 ☐ $500,000 or greater

Question Deadline and Submittal location:

DATE: **8/11/2026** 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: **8/18/2026** PREVAILING TIME: **4:00 PM** EMAIL: submittals@ahfc.us

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

Minority and women-owned businesses are encouraged to submit proposals.

Table of Contents

Notices

1. The Alaska Housing Finance Corporation is an equal opportunity employer.
2. For informal procurements under 15AAC 150.341(b) estimated to cost more than $2,000 but not more than $5,000, an interested party shall attempt to informally resolve a dispute with the Contract Compliance Officer.
3. For procurements under 15AAC 150.341(c) estimated to cost more than $5,000 but not more than $25,000, an interested party shall attempt to informally resolve a dispute with the Contract Compliance Officer. If the attempt is unsuccessful, the interested party may protest the solicitation or the award by filing a written protest with the Administrative Manager. The protest must be filed before the date and time the quotations or informal proposals are due to AHFC. The procedures and requirements set out in 15 AAC 150.220(b)-(h) apply to a protest under this subsection.
4. For procurements under 15 AAC 150.341(d) estimated to cost more than $25,000 an interested party may protest the award by filing a written protest with the Contract Compliance Officer. The procedure and requires set out in 15 AAC 150.220(b)-(h) apply to a protest under this subsection.
5. 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.
6. 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.
7. 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 RFQ or termination of any contract resulting from the award of the RFQ.
8. All proposals shall be open for public inspection after a Notice of 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.
9. Substitution for any personnel named in a proposal may result in termination of negotiations.
10. 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.
11. Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations.
12. **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).

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

14. **Professional Liability Insurance for the proposed contract:** ☐ is required

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

16. **Special Notices:**

    16.1 An Alaska Business License is required of Contractors who do business in Alaska at time of award. 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.

    16.2 Work must conform to all applicable federal, state and local laws, ordinances and codes. The Contractor must ensure that qualified employees and applicants for employment are not discriminated against because of their race, color, religion, sex, disability, or national origin.

    16.3 This work is funded by the U.S. Department of Housing and Urban Development (HUD).

17. **Contractual Agreements:** Unless stated otherwise herein, the basic and governing language of the contractual agreement resulting from this solicitation shall be comprised of this RFQ, 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.

18. **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.

Alaska Housing FINANCE CORPORATION

PROPOSAL FORM / FEE PROPOSAL

27-RFQ-001

Receipt of Addenda numbered ______________________ is hereby acknowledged.

OFFERORS TO NOTE THE FOLLOWING:

1. Contract award to the lowest responsive and responsible Offeror will be made in the amount of the **QUOTE AMOUNT.**
2. A current insurance certificate covering the insurance requirements listed in the Supplement to General Contract Conditions must be submitted before the Corporate will issue a Notice to Proceed.

Item No.	Article of Service	Quote Amount
1.	Towing fee as detailed in the Scope of Work	$____________

For Information Only:

Item No.	Article of Service	Quote Amount
1	Storage Fee	$____________/ Day
2	Impound Fee	$_________________
3	Towing Signage	$____________/for 100 signs

1. ☐The undersigned submits, as true and correct, the following information:
2. ☐Offeror is in Compliance with Executive Order, 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
3. ☐Offeror is in Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 5).
4. ☐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 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 3a and 3b above, the Offeror shall include a full and written disclosure attached to this affidavit and addressed to the AHFC Chief Procurement Officer.

5. ☐ Offeror has paid all fees, taxes and other money due to the State of Alaska.

6. ☐ Offeror holds the following license(s) or permit(s) as required by federal, state and/or local law, regulation or ordinance and has **attached a copy of each** of the current licenses:

   a. Alaska Business License Number____
   b. Alaska General Contractors License Number _____________________________
   c. Date ____
   d. Other ________________ Number ___________ Date _______________________

   (Example, Electrical, Plumbing and Heating, Pest Control, Specialty, Subcontractor, etc.)

OFFEROR'S SIGNATURE:

By signature on this document, 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 AHFC designates as the deadline for submitting quotes; plus any addenda or extensions to the RFQ, and for an additional contractual term, if the Offeror should enter into a contract with AHFC to perform work or provide services as described in this solicitation. The Offeror further acknowledges and agrees that its proposal and all other material submitted will become the property of AHFC.

NOTE: FAILURE BY OFFEROR TO SIGN AND DATE THIS RFQ FORM WILL RESULT IN AHFC REJECTING THE OFFEROR'S QUOTATION AS NON-RESPONSIVE.

SUBMITTED BY:

______________________	______________________
Printed Name of Offeror	Company Name
______________________	______________________
Signature of Offeror	Street Address
______________________	______________________
Title	City/State/Zip Code
______________________	______________________
Telephone	Fax
______________________	______________________
Email	Date

ACCEPTANCE BY AHFC

On this day ________________, AHFC hereby accepts the Contractor's Quote set forth in this RFQ package and as outlined in the Contract documents.

ALASKA HOUSING FINANCE CORPORATION

Gregory Rochon
Chief Procurement Officer

Alaska Housing
FINANCE CORPORATION

Scope of Work

Vehicle Towing Services
27-RFQ-001

At the request of designated staff from the Alaska Housing Finance Corporation, the Contractor will provide vehicle-towing services for AHFC's corporate and residential properties located in Anchorage, Alaska. This quote request primarily pertains to tenant-owned and/or abandoned vehicles situated on AHFC's properties, as well as the necessary signage.

Vehicle(s) requiring tow service may or may not be operable and/or abandoned.

Parking lot addresses to be serviced include approximately 700 residential units throughout the Municipality of Anchorage, along with AHFC Corporate properties. The listing of qualifying AHFC owned property addresses is attached as Appendix A.

Towable violations include but are not limited to the following:

- Vehicles parked in Fire Lanes or otherwise impeding access to emergency services.
- Vehicles parked in handicap spaces without proper permit or visible signage.
- Guest vehicles parked in resident spaces.
- Vehicles that are unregistered.
- Vehicles with no visible or expired permits.
- Abandoned vehicles.
- Vehicles parked on grass and/or curb.
- Vehicles blocking dumpsters.
- Unlawfully parked vehicles.

Work must conform to all applicable federal, state and local laws, ordinances and codes. Vehicles will be towed directly to the awarded Contractor's storage facility, the address for which will be posted at the AHFC's corporate and residential properties.

Vehicles will be removed at the request of AHFC employees only. A list of designated staff that has approval from AHFC to call the Contractor for towing services will be provided to the successful Contractor. A password may be established by the AHFC Contract Administrator for Contractor convenience, and shall be approved by AHFC. The password may only be changed by the AHFC Contract Administrator.

Each quote must include a list of towing fees and other related fees. The quote must, at a minimum, contain costs for towing, storage, impound, and related fees.

Alaska Housing Finance Corporation will not be responsible for any towing, storage, impound, or related fees associated with tenant's vehicles registered with AHFC. The successful Contractor will collect any and all fees directly from the registered owner. AHFC will assist the

Contractor by providing current contact information, provided the registered owner is an AHFC resident when the vehicle is towed.

The successful Contractor shall invoice AHFC for towing costs only for vehicles not registered with AHFC. AHFC will not be responsible for any storage, impound, or related fees for these vehicles. The successful Contractor will invoice AHFC for towing costs when an AHFC corporate owned vehicle requires towing to a repair shop.

Towing of operable vehicles may be requested when a vehicle is parked illegally, e.g., vehicles parked in handicapped, tenant, or Alaska Housing Finance Corporation-reserved spaces.

Towing of inoperable vehicles will be requested when an inoperable vehicle is located on AHFC property and proper notice has been given, in accordance with Municipal ordinances.

The successful Contractor will be responsible for the disposition and cost of disposition for unclaimed vehicles.

The successful Contractor will dispose of vehicles in accordance with applicable local and state statutes. The successful Contractor will acknowledge and/or confirm all AHFC requests for towing within four (4) business hours of request. This acknowledgement is only necessary if AHFC staff must leave a recorded message.

The successful Contractor will maintain a record of requests from AHFC to include:

- The caller's name,
- The date and time the call is received,
- A brief description of the vehicle to be removed,
- The location of the vehicle to be removed, and
- The final disposition of the request.

Towing services should be accomplished within 24 hours of the original AHFC request. Extension of this time frame may only be granted by authorized AHFC individuals. AHFC may request immediate towing.

Upon identification issuance of the Notice of Award, the Contractor will provide color photos and/or sample drawings and dimensions of towing signs that meet Municipality of Anchorage ordinance compliance needs for AHFC's approval.

The successful Contractor shall indicate the cost per sign on the attached Bid Form. Once approved, the successful Contractor shall provide 100 approved signs for placement by AHFC.

If AHFC terminates the contract due to non-performance by the successful Contractor, the Contractor will reimburse AHFC for the cost of the signs as indicated on the Bid Form.

Definitions:

Operable Vehicle: any car, truck, van, recreational vehicle, motorcycle, snowmobile or other vehicle typically powered by an engine, having inflated tires, current license tags attached or visible inside the vehicle, headlamps and taillight lenses, a front driver's seat, and it must appear to be operable.

Inoperable Vehicle: any car, truck, van, recreational vehicle, motorcycle, snowmobile or other vehicle typically powered by an engine that has flat or missing tires, missing or expired license tags, or missing major components and appears to be inoperable.

MANDATORY CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i**) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA 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 the Contract.

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.

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 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.

Termination for Cause and for Convenience (contracts of $10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA 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 (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

SUPPLEMENT TO GENERAL CONTRACT CONDITIONS FOR SMALL NON-CONSTRUCTION CONTRACTS

In consideration of the mutual promises and covenants set forth and/or incorporated by reference herein, the Contractor and AHFC mutually agree as follows:

ARTICLE 1. BUSINESS LICENSE AND EQUIPMENT

The Contractor agrees, warrants and represents that 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 the work is to be performed. The Contractor agrees, warrants and represents that it will maintain all personnel and the equipment listed by Contractor in its Quote in sufficient quantity and working order to timely perform all services required by this Contract.

ARTICLE 2. COMPLETION OF WORK AND ACCEPTANCE

The Contract Administrator declares the project finally complete. Final completion is defined as the total completion of all of the work items and acceptance of such work by AHFC.

ARTICLE 3. CONTRACTOR'S DUTIES

Contractor shall diligently perform for AHFC all of its duties required by this Contract.

ARTICLE 4. EXTENT OF CONTRACT

The Contract is the agreement made between the Contractor and AHFC, which shall incorporate and include:

A. Request for Quotation;
B. General Conditions for Non-Construction Contracts (HUD Form 5370-C, also referred to as the "General Terms and Conditions"), including this Supplement to the General Contract Conditions for Small Non-Construction Contracts;
C. RFQ Form with all required attachments submitted by the successful Offeror;
D. Any and all addenda; and
E. All appendices or attachments.

All components of the Contract are complementary, and what is in any one document shall be as binding as though indicated in all documents.

The Contract, as defined herein, represents the entire Contract between AHFC and the Contractor and supersedes all prior negotiations, representations or agreements. Except as expressly set forth elsewhere in this Contract, the parties to this Contract shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by both parties. The Contractor shall have no contractual rights until the Contract has been fully executed by both parties and a Notice to Proceed has been issued.

ARTICLE 5. NO ADDITIONAL WORK OR MATERIALS

No claim for additional work, materials or services that are not specifically provided in this Contract, that are performed or furnished by the Contractor, will be allowed unless AHFC has ordered the same in advance of the work or services being performed or the materials being provided.

ARTICLE 6. RECORDS

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 final resolution of any audit findings, claims, or litigation related to the Contract, whichever is later.

ARTICLE 7. 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.

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 except Workers' Compensation, Professional Liability/E&O insurance, and specialized construction policies if determined acceptable to AHFC Risk Management.

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.

<u>Workers' Compensation Insurance</u>: 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 $100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., USL & H and Jones Acts) must also be included.

<u>Commercial General Liability Insurance</u>: 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.

<u>Automobile Liability Insurance:</u> 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 in "Section 1, Notices, Item #14," of RFQ)*: 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. Limits required are $1,000,000.

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.

ARTICLE 8. INDEMNIFICATION

The Contractor shall indemnify, save harmless and defend AHFC and the State, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from personal injuries or property damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Contractor, it's 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 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 AHFC.

ARTICLE 9. NO ASSIGNMENT OR DELEGATION

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 advance written consent of AHFC.

ARTICLE 10. DISPUTES

Any dispute arising under this Contract that is not disposed of by mutual agreement shall be decided in accordance with the appropriate AHFC regulations governing Contract disputes or controversies.

ARTICLE 11. 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 AHFC in the performance of this Contract.

ARTICLE 12. 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.

ARTICLE 13. OFFICIALS NOT TO BENEFIT

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

ARTICLE 14. 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.

ARTICLE 15. 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 will be allocated to meet goals established to eliminate and prevent discrimination.

ARTICLE 16. 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.

ARTICLE 17. NON-WAIVER OF RIGHTS

No waiver or default of any part of this Contract by AHFC may operate as a waiver of any subsequent default of any part of this Contract that is to be performed by the Contractor. Consent or notice by AHFC may not be construed as consent or notice in the future.

Appendix A
AHFC-Owned Property Locations
Anchorage, Alaska

No.

122 .....North Bliss
124 .....North Bliss
158 .....Burton 1-4
263 .....Turpin.................. I·L
275 .....Turpin.................. E·H
308 .....North Lane........... A-H
320 .....North Lane........... A·K
324 .....North Hoyt 1-4
332 .....North Lane........... A-H
408 .....North Park .... A-H
440 ..... Benson E. Benson Blvd.
(Anch Resident Service Ctr)
500 .....Oklahoma St....... 1-3
501 .....0klehome St........ 1-3
511 .....0klahoma St....... 1-3
520 .....Creekside St .... A-B
521 .....0klahoma St........ A-B
525 .....North Taylor......... A-H
540 .....North Pine........... 1-4
550 .....Creekside St........ A-8
560 .....Creekside St........ A-B
602 .....North Price.......... 1-4
605 .....North Hoyt .... A-D
617 .....North Mnvt A.n

629 .....North Hoyt .... A-D
635 .....West 45th A.ve..... 1-4
713 .....West 45th Ave 1-4
744 .....North Bliss........... A-D
801 .....Karluk St............. 101-317
812 ...•.Nelchina A-0
1008...East 8th Ave 1-4
1016...East 8th Ave 1-4
1121...Golden Dawn...... 1-4
1122...East 19th Ave 101-105
1132...East 19th Ave 201-204
1142...East 19th Ave 301-308
1212...Medfra .... A-D
1216...East 10th Ave 1-4
1224...Medfra .... A-D
1236...Medfra A-0
1248... East 9th Ave....... 1-4
1280...East 17th Ave...... All
1281...East 19th **Ave...... All**
1334...East 10th Ave...... 1-4
1525 .. Boniface Parkway
1564...LaTouche St........ 1-4
1601...Juneau Dr............ 1-4
1730...Beaver Pl 1-4
1826...Columblne St
2230...East 66th **Ave...... A-B**
2321...East 66th Ave 1-3
2540...Boniface .... A-B

No. Street Ap1B.

3101...West 69th 1-4
3136...East 17th Ave
3140...Norm Circle
3148...East 19th Ct
3150...Norm Clrcle
3221...West 69th............ 1-4
3273...Doll Drive
3277..•Doll Drive
3400...Pussywlllow**..........A·B**
3414...East 16th Ave
3424•.•East 18th Ave
3500...Wast 80th 1-4
3600...West 84th 1-4
3640...West 84th........... 1-4
3927...East 7th Ave........ 1-2
3937...East 7th Ave....... 1-2
4001...San Roberto........ 1-4
4004...San Roberto.........E-H
4012...East 9th Ave....... 1-4
4012...San Roberto......... A-D
4300...Boniface **Parkway** (AHFC Anch Headquarters)
4319...Reka Dr 1-4
-- •,

5301...East40th.............. 1.4
5439...East 26th **Ave ......A-B**
6110...East 41st Ct 1-4
6611...Zurich Street........A-B
6620...Zurich Street 1-2
6631...Stella Ptace 1-2
6701...East 2nd Ave ....A-D
6706...Stella Place
6708...Stelle Place
6710...Stella Place
6800...East 12th Ave
6802...East 12th Ave
6830...Colonial Ct .... A-D
6831...East 12th Av.e
6833...East 12th Ave
6841...Welmer.................. 1-4
7210...East 21st Ave....... 1-4
7220...Bearfoot 1-4
7220...East 21st Ave 1-4
7231...East 21st Ave...... 1-4
7451 ...Stanley Dr........... 1-4
7616...Snow View Dr
7620...Snow View Dr
7621...Pleasure View
7630...Peck Ave A-8

No.

7631.• Pleasure View
7641.. Pleasure View
7651.. Pleasure View
7731.. East 4th Ave
7733 .. East 4th Ave
7770.. Mayfair Or 1-4
7920.. Wlllwa.................A-8
7921.• East 36th Ave
7931.. East 36th Ave
7940.. Wlllwa**..................A-B**
7941.. East 36th Ave
7951.. East 36th Ave
7960.. Williwa**..................A-B**
8001.. East 36th Ave
8003 .. East 36th Ave
8010.. Wllliwa A-8
8011.. Medellin Cir..........A-B
8101..Medelln Clr..........A-B
8117.. Bearberry St 1-4
8510.. East 4th Ave
8512.. East 4th Ave
8540.. East 4th Ave.........A-B
8550•. East 4th Ave.........A-B
8570.. East 4th Ave
8572.. East 4th Ave
8601..Peck Ave............ 01-12
8611..Peck Ave 01-12
8621.. Peck Ave 01-09
8631.. Peck Ave 01-15
8700.. Midland Pl
9901..Grange Dr............ 1-4