

REQUEST FOR PROPOSALS

Procurement per 15 AAC 150.300-490

Section

1

Project Title: Snow Removal Contract

RFP Number: 27-PHD-001

Project Site: Anchorage, Alaska

Project Description: Alaska Housing Finance Corporation (AHFC) is seeking proposals from a professional snow removal contractor in Anchorage, Alaska as detailed herein.

Procurement Officer: Marlon Dimatulac

Contact Info: Phone: (907) 330 - 8161 Fax: (907) 330-8217 Email: Submittals@ahfc.us

Anticipated Period of Performance – Begin thru End: The term of the Contract is for one (1) year from the date the Notice to Proceed is issued by AHFC. Contract may be renewed for up to six (6) additional one (1) year periods at AHFC's sole discretion, for a total of 7-year contract.

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: August 31, 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: September 8, 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

EMAIL:

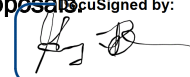
Submittals@ahfc.us

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AM

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, email submittals@ahfc.us 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 and women-owned businesses are encouraged to submit proposals.

This RFP issued on behalf of the Alaska Housing Finance Corporation by:


A83310923CFF429...
Greg Rochon

Chief Procurement Officer



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- ☒ Cost/Fee Proposal
- ☒ Sample Contract
- ☒ Photos

Notices

1. The Alaska Housing Finance Corporation 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. 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.
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.

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

13. **Pre-Bid Walk-Through:** ☒ None ☐ As follows:

14. **Special Notices:**

14.1 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.

15. **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.

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 proposed Statement of Services and any other attached or referenced materials. If no Statement of Services 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 proposed Statement of Services. 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 AHFC's proposed Statement of Services. 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: 18 (Eighteen) pages. Attached page limit does not include the three-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.***

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 AHFC 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, 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 METHODS	Weight: 25%
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Response must outline the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Statement of Services, address its adequacy. Describe what, when, where, how, and in what sequence the work will be done. Address how experience, and capabilities of your firms (Offeror and Proposed Subcontractors) and Project Staff might specifically contribute to the proposed methods. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with AHFC; etcetera. Suggest alternatives, if appropriate. Identify any distinct and substantive qualifications for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts relevant to the required services, which the firms may use.

3.1.3 PAST PERFORMANCE	Weight: 35%
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Response must describe previous projects the project team has worked on that are related in size and scope to this project. Describe 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 (contact name and phone number) for each project. Indicate which of the proposed firms and project staff was involved in each project. AHFC reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

3.1.8 COST PROPOSAL	Weight: 40%
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Each Offeror's score will be calculated using the following equation - except that the score will be zero if a rate for each listed function is not provided by an Offeror.

$$\frac{(\text{Lowest aggregate rate from all Offerors}) \times (\text{MPP}^*)}{(\text{Offeror's aggregate rate})} = \text{Offeror's Criterion Score}$$

*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

If no federal funding, then per AS 36.30.250(b), cost proposal shall be reduced by the following applicable percentages when the cost proposal from Offerors qualifies as an Alaska Bidder.

- ALASKA BIDDER PREFERENCE [2 AAC 12.260(d)] 0%

To qualify as an Alaska Bidder:

1) Response must certify that Offeror meets the following requirements per AS 36.30.990

- (A) Firm holds a current Alaska Business License;
- (B) Proposal is submitted under the name as appearing on the Firm's current Alaska Business License;
- (C) Firm has maintained a place of business within Alaska, staffed by the Firm or an employee of the Firm, for a period of six months immediately preceding the date of the offer;
- (D) Firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of Alaska; and
- (E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) - (D).

3.2 AWARD FACTORS:

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 AHFC.

Upon selection of successful Firms, AHFC 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, AHFC will enter into negotiations with the apparently successful Offeror. Should contractual negotiations with the apparently successful Offeror be determined unsuccessful, AHFC 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 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 AHFC 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.

Snow Removal Scope of Services

27-PHD-001

Overview of Current Operations

In 2026, the snow removal services were contracted to an outside vendor. The contractor provided all labor, supplies, equipment and personnel to provide these services to the AHFC. Snow removal operations are in accordance with standard procedures. Access to AHFC properties is needed for individuals who may not have access to personal vehicles and may require assistive services to access the properties.

Management/Operational Plan/Personnel:

Respondents are required to provide a management plan delineating how they will assure the requirements of the agreement are met. Included should be a list of personnel and what role they will play in providing the Services; i.e., supervision, operations personnel (including what equipment they will be responsible for operating), any specific training and experience related to the operations and how scheduling will be handled, particularly during a snowstorm.

At least one person with a minimum of five years of snow removal experience, including at a minimum, two years of experience in supervision, must be present during all snow removal operations.

Equipment:

Include a list of equipment for providing the Services. For each piece of equipment, list the make/model number, age and purpose of equipment. You must also include, where applicable, the capacity; i.e., tonnage per hour, blade width, broom width, etc.

Backup Equipment:

The Contractor shall maintain sufficient personnel and backup equipment to ensure uninterrupted service in the event of equipment failure. Equipment breakdown shall not relieve the Contractor of the required response times.

Reporting:

The Contractor will be required to provide a report to be included with each monthly invoice to include the following information for each snow event:

Date of snow event; # of hours for snow removal (start to completion) by type of equipment and estimated number of inches.

Bid Submission Requirements

Please see and fill out the attached bid form for services and seasonal rates. Bid shall be for the entire winter season Fall to Spring. Contract to award all properties listed not individually.

Scope of Services

The Professional Snow Removal Contractor (hereinafter called the “Contractor”) shall perform in accordance with all stated intents, specifications, and stipulations contained or referenced herein. The Contractor shall perform said services for Alaska Housing Finance Corporation (AHFC) automatically and without the need for any request (the “Services”) pursuant to snow management services shown here upon successful award.

Contract Term

The initial term of the contract between the parties shall be for one (1) year “Snow Season” from the date the Notice to Proceed is issued by AHFC. The Contract may be renewed for up to six (6) additional one (1) year periods at AHFC’s sole discretion, for a total 7-year contract. To the extent that any fee schedules established under the agreement extend beyond one year after the execution of this agreement, the Contractor shall be entitled to request an increase in such fees at the time of annual renewal by a percentage equal to the applicable annual percentage increase in the Consumer Price Index (CPI), specific to industry and location. Any request for an increase in such fees shall be made at least 90 days prior to contract renewal. Any such increase is subject to AHFC’s sole approval. AHFC reserves the right to remove properties from the agreement at any time.

The following locations are included in this Contract:

AHFC Headquarters
4300 Boniface Parkway Anchorage, AK 99510
(See reference photo for details)

Anchorage Family Investment Center
440 East Benson Blvd. Anchorage, AK 99524
(See reference photo for details)

Anchorage East Office & Warehouse
700 Bragaw St. Anchorage, AK 99508
(See reference photo for details)

Snow Removal:

1. Snow removal operations shall begin once two (2) inches of measurable snow has accumulated at the project site. Snow removal shall begin in the “highest priority area” first followed by ADA area, entrances and then the rest of the parking area. Required snow removal services shall be completed before the start of the business day and no later than 7:00 AM.
2. On heavy snow days of four (4) inches or more, the Contractor shall continuously maintain main access ways, ADA parking spaces, and building entrances in a safe and passable condition throughout normal business hours.
3. Wind drifted snow of a depth of two (2) Inches or more and snow placed by State or Municipal plows at entrances shall be cleared.
4. Snow shall not be discharged toward buildings, vehicles, pedestrians, entrances, or other structures.

5. Snow shall be plowed to the designated storage areas for each location and stacked as high as practical, generally between 12 and 15 feet, using a minimum 2-yard loader, to minimize parking lot usage. Temporary Snow Dump areas are intended for a maximum of 48 hrs.
6. At 4300 Boniface, 2 lanes from the North entrance along the West side of the parking lot is to remain clear. Refer to diagram.
7. Weekend and State observed Holidays plowing will not be required as long as all areas are cleared by specified times on the next business day.
8. Contractor will comply with all federal, state and local government laws, regulations, codes and ordinances. Contractor is solely responsible for obtaining any municipal permits associated with this contract.
9. Contractor and Contract Administrator shall perform grounds inspection at each site prior to October 1, to document pre-season conditions of grounds, plantings, buildings, and any other facilities or property, that could be damaged by snow removal activities. Contractor and Contract Administrator shall perform post season grounds inspection at each site, prior to May 1st, to determine if damage has occurred that has been caused by Contractor snow removal activities. Contractor to pay for repair or replacement in full.
10. All work shall be completed in a workmanlike manner consistent with customary industry practices.

Sidewalk Snow Maintenance:

1. Sidewalks shall be maintained in a broom-clean condition, free of snow, ice, and loose snow accumulation throughout normal business hours.
2. Initial Shoveling and application of ice melt shall be completed prior to 7:00 AM.
3. All sidewalks, sidewalk curbs, walkways and striped areas, stair, door entries, ADA Parking spaces and building entrances must be kept clear of snow continuously throughout the business day.
4. Ice melt shall be applied as necessary to maintain safe walking surfaces and minimize slip hazards. Loose excess ice melt is to be removed from building and sidewalks when conditions are dry to minimize damage to building and concrete.

Sanding: Sanding shall be on an “as needed” basis to minimize slips and falls. The Contractor shall automatically apply sand or rock salt as conditions warrant. AFHC reserves the right to call for more sanding if needed.

Scraping: Scraping will occur when sanding is no longer adequate for foot traffic in the parking area. Scraping cost is per occurrence.

Scraping is **NOT** part of this Seasonal contract and will be added through the Change Order process on a case-by-case basis.

Snow Hauling: Snow hauling will occur when the snow no longer fits within the designated area. Snow hauling cost is per dump truck.

Snow hauling is **NOT** part of this Seasonal contract and will be added through the Change Order process on a case-by-case basis.

Sweeping: Contractor will be responsible for one (1) end of season sweeping of the entire lot and sidewalks at each property. 4300 Boniface will require a second sweeping of snow dump areas after the snow has melted. All areas will be soaked with water to minimize as much dust as possible. Debris will be hauled off jobsite.

Final Site Inspection: The Contractor shall conduct a final inspection of each property following completion of snow removal operations to verify that all contract areas have been serviced and that no equipment, materials, or debris remain on site.

AHFC assistance: If the Contractor fails to meet the required response times or performance standards, AHFC reserves the right to supplement the Contractor's services. All reasonable costs incurred by AHFC may be back-charged to the Contractor. Back charges will be assessed where AHFC supplementation causes staff to be deferred from planned work to supplement snow removal.

Minimal supplementation of services will be provided by AHFC Staff under unusually high snow falls.

Damage caused to buildings, posts, fences, automobiles or any other such readily visible objects will be repaired as soon as practical at the Contractor's expense. In the event repairs are not made in a timely manner, and after seven (7) days written notice, AHFC will have the right to have repairs made or to make repairs with the full cost reimbursed by the Contractor. If damage occurs after the Contractor provides written notice that there is insufficient space to pile snow safely AHFC will assume liability for that damage until the unsafe condition is remedied. If AHFC places an order for snow hauling with the Contractor as provided through a Change Order process then liability for damage remains with the Contractor from the date of the order.

END OF SCOPE OF SERVICES

PROPOSAL FORM

THIS FORM MUST BE THE FIRST PAGE OF PROPOSAL

Project Title: Snow Removal Contract

RFP Number: 27-PHD-001

Project Site: 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

<u>Subcontractor Name</u>	<u>Service Provided</u>	<u>AK Business License</u>
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: _____

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

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 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 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 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 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 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 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 AHFC employees or 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.)

AHFC Employee Name/Job Title

AHFC Board of Directors Member(s)

Explanation of nature of 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 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 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, 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 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 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 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 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 AHFC Contract Compliance Officer.

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

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

[name of former state employee]

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

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.

COST/FEE PROPOSED FORM

OFFERORS TO NOTE THE FOLLOWING:

This Cost/Fee PROPOSED Form is submitted as part of a PROPOSED in response to the Request for PROPOSED entitled "Snow Removal Contract (RFP#27-PHD-001)."

SNOW REMOVAL AS DETAILED IN THE SCOPE OF SERVICES

LOCATION	PROPOSED AMOUNT PER SEASON
1. 4300 Boniface Parkway	\$
2. 440 East Benson Blvd	\$
3. 700 Bragaw Street	\$

TOTAL PROPOSED AMOUNT PER SEASON FOR ALL LOCATIONS

\$

Pricing Information Purpose Only:

SCRAPING AS DETAILED IN THE SCOPE OF SERVICES

LOCATION	PROPOSED AMOUNT PER OCCURENCE
1. 4300 Boniface Parkway	\$
2. 440 East Benson Blvd	\$
3. 700 Bragaw Street	\$

HAULING AS DETAILED IN THE SCOPE OF SERVICES

LOCATION	PROPOSED AMOUNT PER DUMP TRUCK
1. 4300 Boniface Parkway	\$
2. 440 East Benson Blvd	\$
3. 700 Bragaw Street	\$

PREPARED BY:

(Name)

(Title)

(Date)

AHFC Professional Services Contract

Project Title: Snow Removal Contract

Contract Number: 27-PHD-001

Project Site: Anchorage, Alaska

Contract Term: The Contract The term of the Contract is for one (1) year from the date the Notice to Proceed is issued by AHFC. Contract may be renewed for up to six (6) additional one (1) periods at AHFC's sole discretion for a total of 7-year contract.

CONTRACTOR INFORMATION

Contractor:

Address:

City, State, Zip:

Contract Manager:

Phone No: (907)

Fax No: (907)

Email Address:

AHFC INFORMATION

Street: 4300 Boniface Parkway

PO Box: P.O. Box 101020

City, State, Zip: Anchorage, AK 99504

Contract Manager:

Phone No: (907)

Fax No: (907)

Email Address:

INCORPORATED BY REFERENCE

The following documents are incorporated by reference into this Contract:

- A. RFP # 27-PHD-001, addendums, attachments, etc.; and
- B. Contractor's proposal submitted to 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 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 AHFC; and to define Contractor's duties and obligations, and the rights of the parties.

Contractor and AHFC agree as follows:

1. **CONTRACT IN ITS ENTIRETY:** This Contract represents the entire understanding between 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 AHFC.
3. **NOTICE TO PROCEED:** Services under this agreement shall not be undertaken or performed until a Notice to Proceed is issued by AHFC.
4. **CONTRACTOR'S DUTIES:** Contractor shall diligently perform for AHFC all of its duties under this Contract and/or any written instructions by AHFC. All work performed by the Contractor is subject to inspection, evaluation, and approval by AHFC. 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 AHFC, third parties retained by AHFC, or in the public domain. Contractor, unless otherwise provided, shall not be responsible for the verification of any documents or other information provided by 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. 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 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 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 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.

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 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, AHFC may not unreasonably withhold such approval.

8. **COMPENSATION:** Compensation for services will be paid at the rates attached proposal.

No payment will be made until the Contract is approved and signed by the AHFC Administrative Services Director, or designee. 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 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 AHFC.

11. **TERMINATION BY AHFC:** 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 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 AHFC;
 - 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 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 AHFC or results in 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 AHFC has notified Contractor of the Contract termination under Subsection B, AHFC may take any action that in its discretion is reasonable to protect itself from Contractor's breach of this Contract.
- D. Failure of 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. 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 AHFC or Contractor under Sections 10 or 11 of this Contract does not release Contractor from any obligations or liability under the Contract unless AHFC expressly releases Contractor in writing. Upon termination of the Contract by either 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 AHFC or to any successor or custodian designated by AHFC (in writing).

13. 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 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 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.

- 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 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 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 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 or as may be separately agreed in writing.

Contractor, upon AHFC's written request, shall deliver immediately all records to AHFC or as 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 AHFC.

Unless all records have been delivered to 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 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 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 AHFC and the Contractor relating to the subject matter of this Contract. However, the

provisions of this paragraph do not operate to release Contractor or 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 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 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 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 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 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 AHFC. Contractor agrees that, upon completion of the Contract, it will return the originals and all copies of the confidential information to AHFC.

22. **COPYRIGHT:** Contractor acknowledges that the work product developed under this Contract is a work for hire specifically commissioned by AHFC. Contractor agrees that 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.

23. **NON-WAIVER OF RIGHTS:** No waiver or default of any part of this Contract by 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 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 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 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 AHFC's annual operating budget. 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 AHFC under this Contract must be in writing and must be sent by registered mail or certified mail, return receipt requested, addressed to the 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.

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 #12)* 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.

Janitorial Surety Bond: 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 state above. Contractor agrees to endorse AHFC as additional insured on the umbrella or excess policy unless the certificate of the insurance states that the umbrella or excess policy provides coverage on a pure “true follow form” basis above the CGL and Business Auto Policy.

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 AHFC.

For the Contractor

Signature: _____

Name:

Date

Title:

For AHFC

Signature: _____

Name: Greg Rochon

Date

Title: Administrative Services Director, Chief Procurement Officer

**Snow
Dump**

**Snow
Dump**

2
Lanes

Highest
Priority

ADA

Boniface Pkwy

An aerial photograph of a large, multi-story building with a grey roof and several dormer windows. The building is surrounded by a paved parking lot. In the top right corner, a yellow box highlights a small structure labeled 'Temp Snow Dump'. In the bottom right corner, a red box highlights a larger structure labeled 'Snow Dump'. Several cars are parked in the lot, and a road with a white arrow is visible on the left side.

Temp
Snow
Dump

Snow
Dump



Temp
Snow
Dump

Snow
Dump

Snow
Dump

Snow
Dump
Liberty Tax

Bragaw St

Bragaw St