

REQUEST FOR PROPOSALS

Procurement per 15 AAC 150.300-490

Section

1

Project Title: AHFC Soldotna Office Space

RFP Number: 27-ADM-001

Project Site: Soldotna, Alaska

Project Description: Alaska Housing Finance Corporation (AHFC) is inviting owners of Soldotna, Kenai and Kalifornsky Beach Road Frontage areas real estate owners to provide a proposal to lease a total minimum of 1,080 net useable square feet of office space as detailed in the Scope of Minimum and Mandatory Space Requirements.

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 Lease Agreement period shall be for an initial term of three (3) years with the Corporation having the option to renew up to six (6) additional two (2) year periods, at the sole discretion of AHFC.

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: November 10, 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: November 20, 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

DS
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, call 907-330-8239 or fax 907-330-8217 and provide the project name & number, company name & contact person, address, phone number & fax number. An electronic version of the RFP may be obtained at AHFC's website <https://www.ahfc.us/about-us/notices/requests-proposals>

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

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

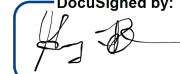
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Gregory Rochon,

Table of Contents

Section 1. General Information & Notices

Section 2. Submittal Checklist

Section 3. Evaluation Criteria

Section 4. Proposed Scope of Minimum and Mandatory Space Requirements

Section 5. Attachments *(If Box is checked below, attachments are included in this RFP)*

- ☒ HUD Form 5369-B – Instructions to Offerors (if federally funded)
- ☒ HUD Form 5370-C – General Conditions for Non-Construction Contracts (if federally funded)
- ☒ Proposal Form
- ☒ Cost/Fee Proposal
- ☒ Schematics of Adjacency
- ☒ Building Questionnaire
- ☒ Sample AHFC Soldotna Area Office Space Lease Agreement
- ☐ OTHER

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 and 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.

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

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

13. **Special Notices:**

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

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

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

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 Scope of Minimum and Mandatory Space Requirements and any other attached or referenced materials. If no Scope of Minimum and Mandatory Space Requirements 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 Scope of Minimum and Mandatory Space Requirements. 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 Scope of Minimum and Mandatory Space Requirements. 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: **50 pages**. Attached page limit does not include the five-page the Proposal Form, any Billing Rates or Price Proposals, and any other required Federal HUD Forms (if applicable).

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

CAUTION: Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."
- [] 9. Deliver ***submittals in one sealed package*** to the location and before the submittal deadline cited under "Question and Submittal Deadline on Page 1 of the RFP. ***Mark the outside of the package*** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened. ***Proposals must remain valid for at least ninety (90) calendar days from the date AHFC designates as the deadline for submitting proposals plus and addenda or extension to the RFP.***

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 PROPERTY INFORMATION BUILDING QUESTIONNAIRE	Weight: 40%
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- a. Building Questionnaire & attachments (Mandatory submittal) (20%)
- b. Functional efficiency: floor plan (20% maximum possible score for this category)

Per attached building questionnaire of the RFP, the building questionnaire submitted in the response to the RFP, and AHFC evaluation committee inspection of premises.

NOTE: Offerors may be contacted to arrange access for AHFC inspection of the proposed facilities; however, Offerors will not be allowed to provide information to AHFC inspector(s) other than directing AHFC to the location of building areas or amenities as specifically requested by AHFC, either in written or verbal form. Violation of this covenant will result in automatic rejection of the Offeror's proposal.

3.1.2 COST/FEE PROPOSAL	Weight: 60%
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Offerors must provide proposed lease rates and other cost on the Cost/Fee Proposal Form provided as an attachment to this solicitation. Failure to provide cost information on the form provided may result in rejection of Offeror's proposal as non-responsive.

Offerors must include all materials, space and services specified in this solicitation in the Offeror's proposed lease rate. Should an Offeror fail to include all required materials, space and services as a part of their Cost/Fee Proposal; AHFC reserves the right to reject the Offeror's proposal as non-responsive.

Costs/fees must be quoted in U.S funds and include applicable federal duty, brokerage fees, and transportation costs in order that all services may be provided without further cost. Costs/fees quoted must be exclusive of federal, state and local taxes.

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 = (60) 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)]..... 5%

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.

SECTION 4

SCOPE OF MINIMUM AND MANDATORY SPACE REQUIREMENTS

4.1 GEOGRAPHIC REQUIREMENTS:

All buildings must be located within the following geographical areas:

Soldotna

1. Northeast on Sterling Hwy to Sharkathmi Ave;
2. South to the Kenai River;
3. South/southwest on Sterling Hwy to the intersection with K Beach and Funny River Rd; and
4. North/northwest on Kenai Spur Hwy to Spruce Ave (Soldotna) and Frontier Ave.

Kenai

1. Northeast on Kenai Spur Highway to Rogers Road;
2. South to the Tern Avenue and Bridge Access Road intersection;
3. West on Kenai Spur Highway to the intersection of South Forest Drive; and
4. North to the Kenai Municipal Airport.

Kalifornsky Beach Road Frontage

1. North of Gaswell Road;
2. South of Bridge Access Road;

Note: Boundary descriptions include property fronting and adjacent to both sides of the roadway bordering the above described boundaries.

"Adjacent" defined: The term adjacent, as it is used in this RFP, is defined below. Conditions 1, 2, and 3 must all be met in order for any land and buildings to be considered adjacent to the boundary stipulated in this RFP.

1. The land on which the building is located must be touching the boundary stipulated in the RFP.
2. The land may not be wholly or partially separated from the boundary by another parcel of land unless the separating parcel of land is required to meet a specific purpose expressed in the RFP, such as parking or storage.
3. The building containing the space offered may not be separated from the boundary by another building nor by land, whether or not the land is of the same parcel, unless the intervening land and building is required to meet a specific purpose expressed in the RFP, such as parking or storage.

Schematic examples of adjacency are illustrated as Schematics of Adjacency.

4.2 MANDATORY GENERAL BUILDING REQUIREMENTS:

1. TYPE OF BUILDING:

The space offered shall be located in a building of sound and substantial structure, designed and constructed in conformance with all applicable state, federal and local laws, ordinances, codes and regulations; including building codes, handicap access and occupancy laws, occupational health and safety laws, life safety codes, regulations, and standard building practices. Minimum requirements established herein shall not be construed as lowering the standard established by applicable regulations; and when such regulations and codes contain more stringent provisions, they shall govern.

By signature on the documentation submitted in response to this RFP, Offeror acknowledges responsibility for completion of, and all expenses associated with, any building alterations or new construction which may be required to correct violations of any code, regulation, or standard which may be detected during the period of AHFC's occupancy.

By signature on the documents prepared in response to this RFP, Offeror certifies that the building offered for lease meets or exceeds all ADA or other accessibility requirements. The building and area shall be clean and free from objectionable tenancy, odors, vermin, rodents, or other items which in the opinion of AHFC will be detrimental to its business operations.

2. TYPE AND ARRANGEMENT OF SPACE:

The exclusive right of AHFC to an entire building is not mandatory. However, the building shall be so arranged as to permit exclusive right and entry to the leased area and the occupancy of other parties shall not detract from AHFC business operations.

Office Space: All office space must be located on ground level or upstairs level. Daylight or basement space is not acceptable.

3. INGRESS AND EGRESS:

All space shall be available on a twenty-four (24) hour a day, seven (7) day per week basis. Elevator service must be provided to all floor space above ground level, and must remain at least on call or on automatic basis during other than regular building service hours.

Elevators must be available to the public during normal AHFC business hours, and must be equipped with a telephone for emergency use.

4.3 SPACE SPECIFICATIONS:

1. MINIMUM DIMENSIONS:

The minimum depth of space in any net useable area may not be less than ten (10) feet.

2. INTERIOR DESIGN:

Interior design should be flexible enough to allow for revision to floor plans and redistribution of space on an as-needed basis.

3. NET USEABLE SPACE:

Definition: "Net Useable Space" is the method of measurement for the area for which AHFC will pay a per square foot lease rate. Net Useable Space is determined as follows:

- A. If the space is on a single tenancy floor: compute the inside gross area by measuring between the inside finish of permanent exterior building walls or from the face of convectors (pipes or other wall-hung fixtures) if the convector occupies at least fifty (50) percent of the length of exterior walls.
- B. Make no deductions for columns and projections enclosing the structural elements of the building.

Deduct the following items from the gross area (including their enclosing walls):

- 1. Restrooms and lounges

2. Stairwells
3. Elevators and escalator shafts
4. Building equipment and service areas
5. Entrance and elevator lobbies
6. Stacks and shafts
7. Corridors in place or required by local codes and/or ordinances

AHFC's right to use common area space and facilities shall not be included in the calculation of net useable space.

4. NET USEABLE SQUARE FOOTAGE REQUIREMENTS:

The following space requirements reflect strictly net usable footage as required to house AHFC operations.

SUMMARY OF OFFICE SPACE:

- a. Four (4) private offices of not less than 10' x 12' each. Each office must have an independently locking door with key. Not less than four (4) four plex electrical outlets must be installed with not less than one on each wall are required in each of these offices. One (1) phone jack for each office is required.
- b. Lobby/Reception Area to the main entrance to the space. The entry door to this space must be independently keyed with a heavy duty deadbolt lock. The lobby space must accommodate seating for 10 clients. One (1) phone jack is required and not less than one (1) four plex electric outlet is required in this area.
- c. Briefing/meeting room of not less than 14' x 15' with conference seating capacity of 10-15 people. Not less than two (2) four plex electrical outlets must be installed on not less than two (2) walls in this area. One (1) phone jack for this area is required.
- d. File office/area (1 or 2 rooms) in a central location of approximately 180 square feet. There shall be not less than six (6) four plex electrical outlets for this area. This area will house a copier that requires a dedicated circuit and outlet for 120 volts, and two (2) telephone jacks are required for a fax machine and network printer.

TOTAL MINIMUM NET USEABLE SF

1,080 sf

The Offeror will work closely with AHFC to design tenant improvements that will provide location of offices and locate special build-outs; to locate connections for phones and computer cabling, and to place wiring.

4.4 BUILDING SPECIFICATIONS

1. BUILDING STRUCTURE/CONFIGURATION:

Office space located in a strip mall, or office building is acceptable to AHFC.

2. TELEPHONE/ELECTRIC & INFORMATION SYSTEMS SERVICE:

Offeror must agree to provide AHFC staff above ceiling access as necessary to install telephone and other information systems service to the AHFC space. A separate wiring closet is preferred, but not required. A shared wiring closet is acceptable, if secured. AHFC will use its own subcontractor to pull computer wiring.

Offeror will provide electrical outlets and phone lines as provided in the 4.3 (4) Summary of

Office Space.

3. RESTROOMS:

Each toilet room shall have a privacy arrangement. Each restroom shall have appropriate ventilation, hot and cold running water, and at least one: washbasin, mirror, soap dispenser, tissue dispenser, and paper towel dispenser.

The toilet room may be located within the AHFC space or within a common area which is available to AHFC on a 24 x 7 basis.

4. FLOORS/WALLS:

Walls must be floor to ceiling and with windows preferred.

All office area floors shall be carpeted. Bathroom areas may be vinyl or tile. At the time of AHFC occupancy, all floor coverings shall be of new condition, free of holes, defects, stains and excessive wear, or newly installed.

All walls, trim work, moldings and fixtures must be freshly painted in a neutral color. All windows and/or relites must be fitted with blinds, ready for use with all necessary hardware. Blinds shall be of good quality and appearance matching the décor of the space.

5. CEILINGS:

Ceiling heights must be at least 8'0" clear from floor to the lowest obstruction with rooftop windows preferred.

6. DOORS:

- a. The office space must be served by at least one entry door fitted with a deadbolt lockset. All doors shall be equipped complete with all necessary hardware.
- b. Deadbolt cylinder locks shall be furnished and installed on all doors which open into public corridors or space accessible to parties other than AHFC.
- c. All locks shall be master keyed and duplicate keys shall be supplied to AHFC as required for initial occupancy.

7. PARKING:

All parking shall be of sufficient size to allow proper and easy parking of the required number of cars and shall have a hard and well-drained surface.

Off-street parking for the Exclusive Use of the Lessee: The Offeror shall provide reserved parking for at least four AHFC or employee vehicles and two parking spaces for visitors, within 100 feet of the offered location. Dedicated spaces are preferred but not required.

The area shall be adequately marked and /or signed to identify the private parking nature and each space within the area shall be marked and otherwise identified as necessary to provide for proper parking.

All parking areas shall have adequate lighting to assure adequate year-round visibility throughout all regions of the parking lot.

8. HEATING/VENTILATION:

A HVAC shall be provided to maintain a uniform temperature between 68 degrees and 75 degrees year round.

The space must be served by a mechanical system providing not less four to six air exchanges per hour, while maintaining uniform temperature between 68 and 75 degrees – OR – ventilation may be provided by windows which open. All window openings used for ventilation shall be equipped with screens.

9. DRINKING WATER:

Public drinking fountains (or other alternative) must be provided.

4.5 SERVICES, UTILITIES AND GROUNDS MAINTENANCE:

Offeror shall provide all maintenance, including both ordinary and extraordinary, and all utilities except telephone.

Utilities to be provided by Lessor will include, but are not limited to, HVAC, electricity, sewage, potable water, trash removal from the main premises, and snow removal from walkways and reserved parking areas. AHFC must have access to a dumpster or other waste receptacle to take the daily trash from the office.

Typical refuse generated by AHFC will be paper and other office supplies.

1. AHFC NORMAL WORKING HOURS:

Access to the building, services, utilities and maintenance shall be provided as required on a twenty-four (24) hour per day, seven (7) days per week schedule. Maintenance services shall be scheduled to provide minimum disruption during normal hours of operation for AHFC.

Access to the building will be required from 7:00 a.m. to 6:00 p.m. Monday through Friday, with occasional evening and weekend required access.

4.6 CLEANING SERVICES

Proposals must include the “Full service” lease cost, including cleaning services as part of the unit price in the Cost/Fee Proposal.

Cleaning services shall be offered on the following schedule:

WEEKLY:

- a. Spot clean office and hallways walls. Dust all horizontal surfaces that readily available and visibly require dusting.
- b. Clean around light switches.
- c. Clean doors and door frames.
- d. Wipe down conference tables, break room tables and chairs.
- e. Dust and clean window sills.
- f. Dust and clean mop boards.
- g. Dust all furniture and fixtures.
- h. Dust and spot clean blinds, window coverings.
- i. Empty trash receptacles and replace liners.
- j. Collect all designated waste paper and trash and dispose of it away from premises.
- k. Damp mop and spray buff or vacuum all floors and main corridors, entrances and lobbies.
- l. Sweep or vacuum traffic pattern areas in offices and extend sweep or vacuum to remove obvious dirt from around and under furniture: reposition furniture and chairs as needed.
- m. Sweep and damp mop or scrub toilet rooms floors.
- n. Clean and sanitize all toilet fixtures and replenish toilet supplies.
- o. Clean all glass in AHFC reception area, all glass doors and partitions throughout AHFC

- space.
- p. Clean sinks and countertops in break rooms, at coffee service centers.
- q. Inspect garage areas, sidewalks, and parking lots; provide maintenance and cleaning services as needed.
- r. Sweep or vacuum lobbies and corridors, clean entry mats and stair landings.
- s. Clean main building entry glass, exterior and interior.
- t. Sweep sidewalks during non-freeze part of the year.
- u. Clean and sanitize drinking fountains.
- v. Clean and polish handrails and banisters.

MONTHLY:

- a. Thoroughly dust all horizontal surfaces of furniture in office areas.
- b. Thoroughly vacuum and spot clean carpets and sweep full floor areas in office space.
- c. Spot clean wall surfaces
- d. Mop or scrub stairs steps, risers, and landings.
- e. Seal and polish restroom floors as needed.

EVERY SIX MONTHS:

- a. Shampoo carpet and rugs.
- b. Wash interior and exterior windows.
- c. Wash walls in public halls and stairwells.

AS REQUIRED:

- a) Replace burned out lamps/ballast/bulbs to be furnished and installed by Lessor.
- b) Remove snow and ice from sidewalks, entrances, roof overhangs and parking areas as applicable to an extent which will render the areas safe to pedestrian traffic and automobile operation.
- c) Furnish, clean, and maintain rugs or entrance mats at each building entrance to preclude tracking.

4.7 DELIVERY OF PREMISES TO AHFC:

The space shall be determined "ready for occupancy" when all repairs, improvements, or renovations have been completed; all mechanical systems, equipment and fixtures are in place, in either new, or reconditioned and dependable operating condition; and the premises have been properly cleaned. AHFC reserves the right to determine when the space is ready for occupancy.

END OF SCOPE OF MINIMUM AND MANDATORY SPACE REQUIREMENTS

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

(i) Any reasonable payment to a person, other than an officer or employee of a

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

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

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

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

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

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

PROPOSAL FORM

THIS FORM MUST BE THE FIRST PAGE OF PROPOSAL

Project Title: AHFC Soldotna Office Space

RFP Number: 27-ADM-001

Project Site: Soldotna, Alaska

CONTRACTOR (OFFERER) INFORMATION

Contractor Name: _____

Street Address: _____ **City:** _____ **State:** _____ **Zip code:** _____

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

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 PROPOSAL FORM

OFFERORS TO NOTE THE FOLLOWING:

This Cost/Fee Proposal Form is submitted as part of a proposal in response to the solicitation entitled AHFC Soldotna Office Space (RFP #27-ADM-001).

INSTRUCTIONS FOR COMPLETING FORM:

Respond to every question or blank space provided on this form. If the information required is not applicable, enter "N/A". If the form does not provide 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 form you are responding to, and attach the information in the proper order.

OFFEROR RESPONSE TO SECTION I: SPACE LEASE SCHEDULE:

1. Insert the fixed dollar amount of your proposed rent per net useable square foot per year for initial lease term in Column 1. The rent figure must represent your charge for a turn-key office building and must include all operating costs except telephone service.
2. In Column 2, insert the total amount of net useable leased square footage that is being offered to AHFC for its exclusive use.
3. Multiply the amounts in Column 1 times the amount in Column 2 and insert the product in Column 3.

All price proposals must be complete and will be considered irrevocable for ninety (90) days following the date the Cost/Fee Schedule is delivered to AHFC, plus the term of any addenda, extensions, or subsequent lease agreements resulting from this RFP.

SECTION I COST/FEE SCHEDULE

Year	(Column 1) Rent per Square Foot	(Column 2) Leased Square Footage	(Column 3) Monthly Rental Rate
1 through 3	\$		\$
4 through 9	\$		\$
10 through 15	\$		\$
		TOTAL	\$

SECTION II: MAINTENANCE/JANITORIAL SERVICE – AHFC LEASED SPACE –

MANDATORY RESPONSE REQUIRED:

Will you offer Maintenance/Janitorial for the AHFC lease space? _____ Yes _____ No

If yes, please provide the following information:

**SECTION II
COST/FEE SCHEDULE
MAINTENANCE/JANITORIAL**

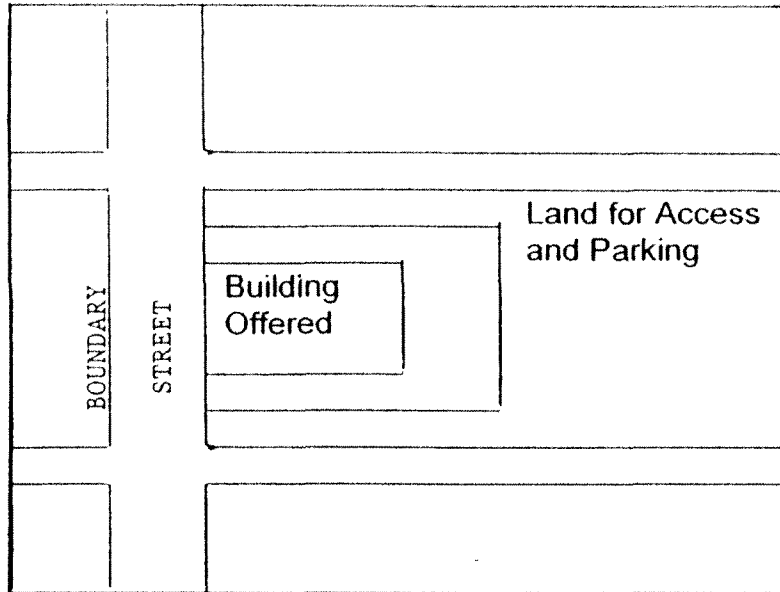
Year	Monthly Fee
1 through 3	\$
4 through 9	\$
10 through 15	\$

ANTICIPATED DATE OF DELIVERY OF PREMISES TO AHFC: _____

Offeror agrees to provide all tenant improvements or alterations that may be required prior to AHFC occupancy, but in any event, no later than forty-five (45) days from Notice to Proceed.

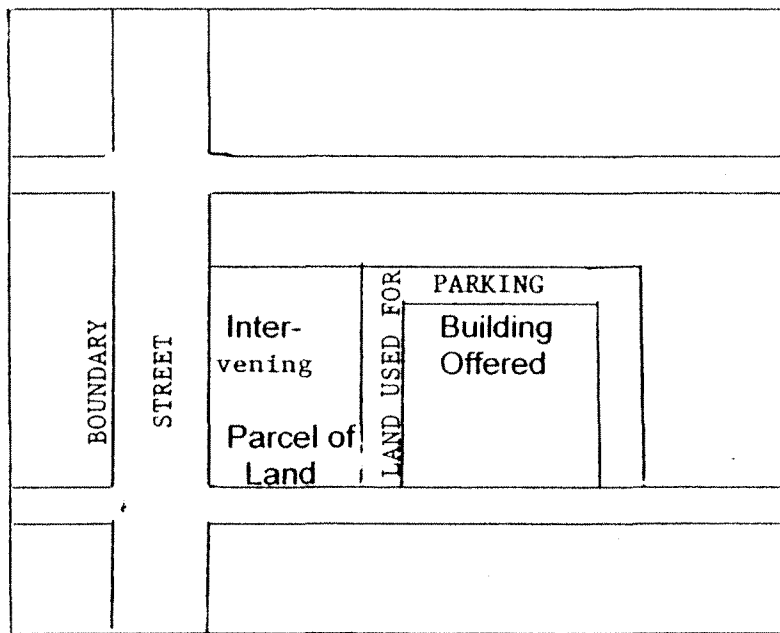
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EXAMPLE 1



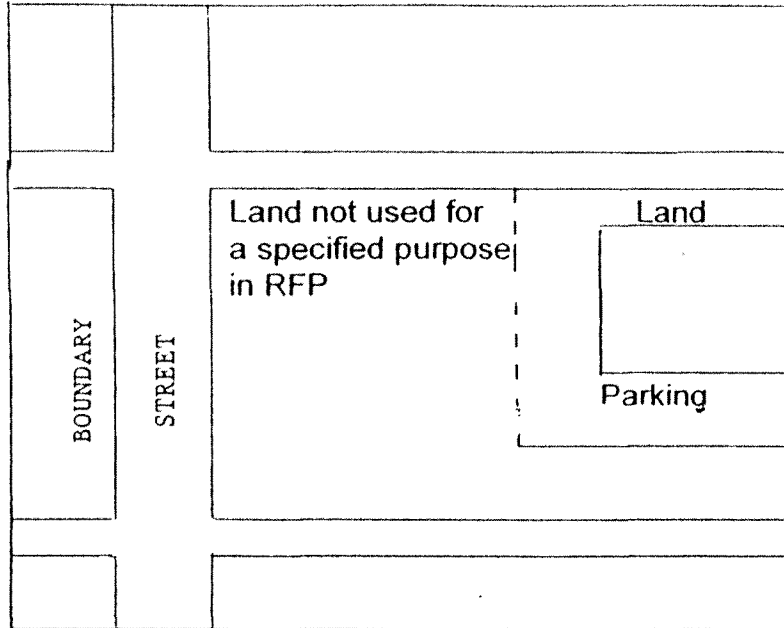
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EXAMPLE 2



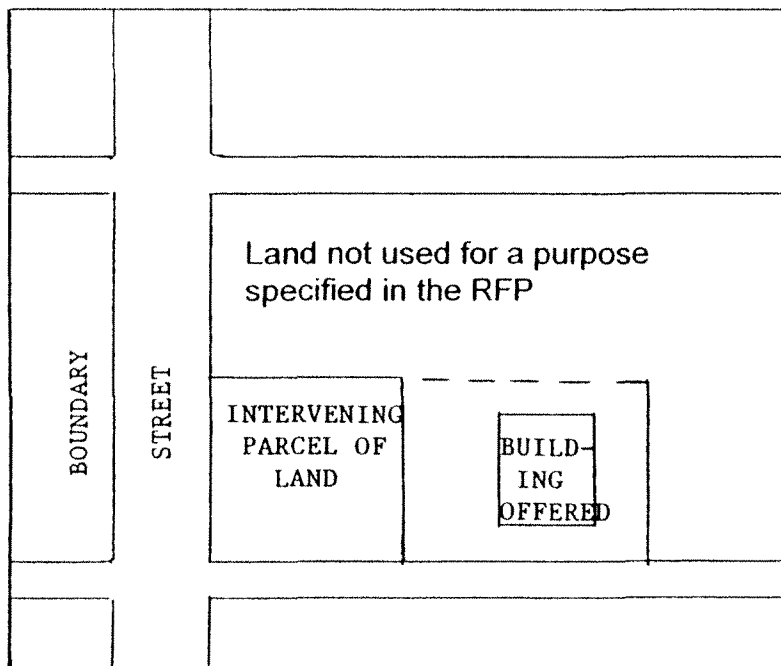
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EXAMPLE 3



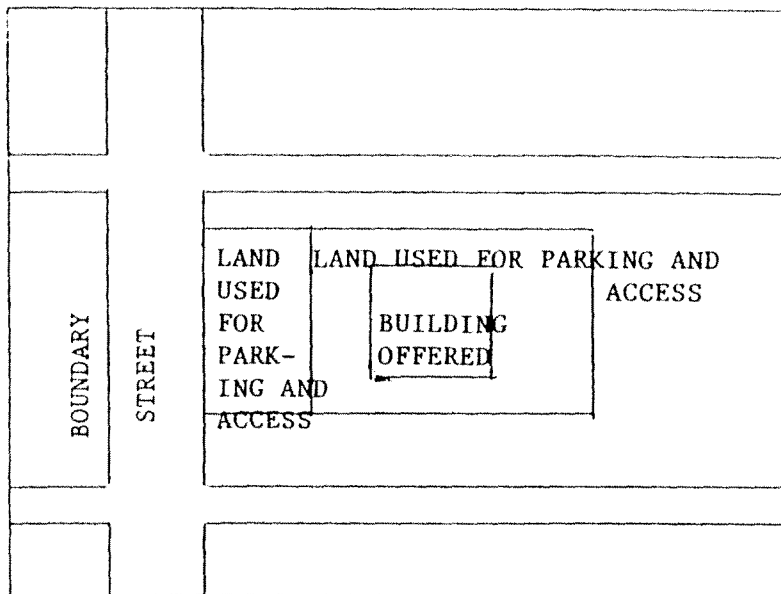
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EXAMPLE 4



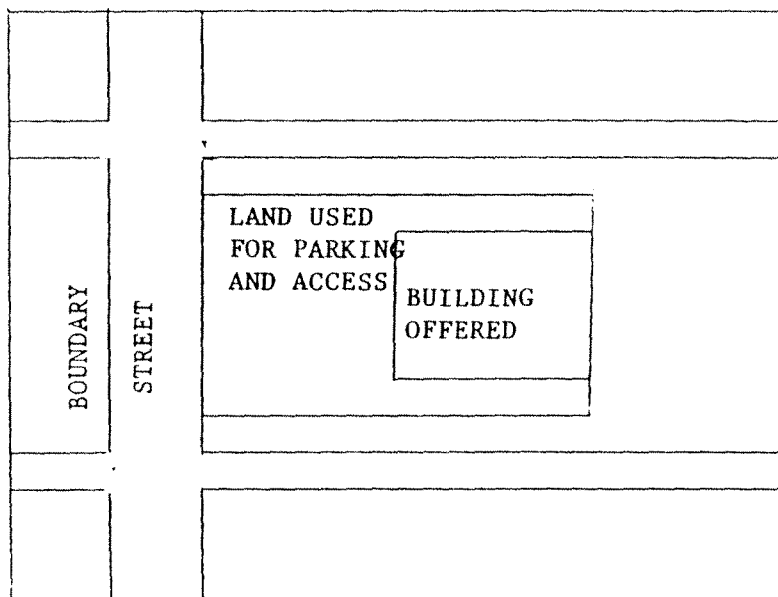
NOT ADJACENT

EXAMPLE 5



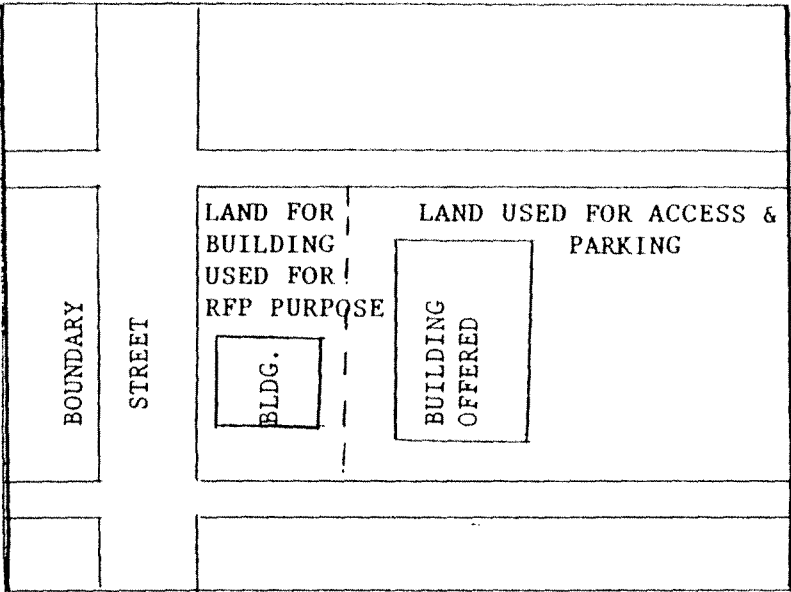
IS ADJACENT

EXAMPLE 6



IS ADJACENT

EXAMPLE 7



IS ADJACENT

PROPERTY INFORMATION BUILDING QUESTIONNAIRE

FOR AHFC USE: TO BE COMPLETED BY OFFEROR

This Building Questionnaire is submitted as part of a proposal in response to the solicitation entitled AHFC Soldotna Office Space for Lease (RFP #27-ADM-001).

The name of the Offeror firm is:

The address of the proposed lease space is:

INSTRUCTIONS FOR COMPLETING QUESTIONNAIRE:

Respond to every question listed on this questionnaire. If the question is not applicable, enter "N/A". At a minimum, provide all attachments and other documentation as requested.

If the questionnaire form does not provide enough space to adequately respond to any question, enter "see attached explanation" in the space provided, and attach the additional pages of information. Clearly identify the question you are responding to, and attach the information in the proper order.

The Offeror's submission is not limited to information or documentation required by this questionnaire. The Offeror is encouraged to submit additional or supplemental information including photographs, drawings and/or narrative reports.

LEGAL INFORMATION:

1. Street address of building:
2. Legal description of property:
3. Legal owner(s) of record: Name(s) and address(es) of owner(s), including street number, city, state and zip code. Disclose names of all partners or stockholders. Indicate the form of ownership: sole proprietorship, corporation, partnership, joint venture, or other.
4. Name(s) of property manager(s) or legal representative(s) of property owner(s):
5. Does the property manager carry professional liability or errors & omissions insurance coverage?
Yes _____ No _____
6. Is the property encumbered by a mortgage, lien or any other third-party interest?
Yes _____ No _____

If "YES", AHFC may require a title report or copy of encumbrance documentation.

7. Zoning:

Any conflict with AHFC's intended use of the property?

8. Is the use of the building subject to covenants or other restrictions?

Any conflict with AHFC's intended use of the property?

BUILDING CONSTRUCTION:

1. Year of construction:

2. Year last renovated, if applicable:

Describe extent of renovation (cosmetic: carpeting & paint, structural: building addition, mechanical: new HVAC, etc.):

3. Style of construction (single story, multi-story, number of buildings on site):

4. Type of construction (concrete/steel, wood frame, etc.):

5. Exterior barrier wall construction (wood frame, steel, glass, etc.):

6. Interior partition wall construction (wood frame/drywall, metal stud/drywall, moveable partition etc.):

7. Ceiling clearance/height within proposed AHFC lease space:

8. Describe the floor surface within proposed AHFC lease space: (vinyl, carpet, concrete, etc.):

Is there a floor drain in the bathroom?

9. Describe the below grade area, if any within the proposed AHFC lease space (42" crawlspace, 8' basement, etc.):

10. Describe the above-ceiling access, if any, within the proposed AHFC lease space (drop ceiling lighting system, attic, etc.):

11. Describe the type of heating/ventilation system that will serve the proposed AHFC lease space:

Is the space air-conditioned?

12. Describe the utilities that will serve the proposed AHFC lease space:

City water? Well water?

City sewer? Septic system=

Natural gas? Oil?

Electric?

Refuse service?

13. Is there a wiring closet within the proposed AHFC lease space?

If so, provide photos.

Are there data jacks and/or data lines within the proposed AHFC lease space?

If so, provide photos.

14. Provide photos of the electric receptacles (duplex receptacles) within the proposed AHFC lease space.

How many receptacles are in place? 110 V? Any 220 V?

How many separate circuits?

BUILDING DESIGN/CONFIGURATION:

1. Total square footage of parking space:

Total # of vehicles that may be parked in the space:

Include photos of parking spaces.

2. Distance from building to AHFC designated parking spaces:

3. Net useable square footage of proposed AHFC lease space:

Describe the net-useable square footage of the proposed AHFC lease space as it relates to the specific requirements of the RFP.

Is there at least 300-400 SF of net useable space exclusive of bathroom?

Include photos of all interior space & exterior photo of main entrance to space.

4. Common areas: describe all common areas (lobbies, elevators, public restrooms, stairwells, etc.) and include photos.
5. Do other tenants occupy space in the building, or will other tenants occupy space in the building? If so, indicate the type of business other tenants will conduct:

Is AHFC's proposed use compatible with the business of other tenants?

6. Provide a detailed narrative of any/all security systems and/or procedures that will be in effect throughout the term of AHFC occupancy:

Attachments: Attach all documentation in the order presented. (Check the items that apply.)

Documentation required by this Building Questionnaire:

- _____ Photos of wiring closet.
- _____ Photos of data jacks.
- _____ Photos of parking area.
- _____ Photos of all proposed AHFC interior space.
- _____ Photos of exterior/main entrance ("front door") to proposed AHFC lease space.
- _____ Photos of common areas.
- _____ Detailed narrative of all security systems and procedures.
- _____ Floor plan/sketch of proposed AHFC lease space (interior space & exterior parking).

On what date will the property be ready for AHFC occupancy (subject to completion of all property improvements offered to AHFC?)

OFFEROR'S SIGNATURE

By signature on this document, the Offeror certifies that the building offered for lease currently meets or exceeds all ADA or other accessibility requirements, or will meet or exceed all requirements prior to transfer of the property to AHFC use, and further warrants that leased premises will be maintained in continual compliance with any/all accessibility code, regulation, statute or other applicable requirements during the term of any AHFC lease agreement.

By signature on this document, the Offeror acknowledges responsibility for completion of, and all expenses associated with, any building alterations or new construction which may be required to correct violations of any code, regulations, or standard which may be detected during the period of AHFC's occupancy.

By signature on this document, the Offeror warrants that it will correct, at its own expense, any of Offeror's work performed in the preparation of a building for lease to AHFC under the AHFC RFP or subsequent contracts, which provides to be defective in material or workmanship within a period of one (1) year from the Date of Substantial Completion, as to that portion of the Offeror's work described in specific manufacturer's or Offeror's warranties for work, materials and equipment forming a part of the Offeror's work, to the extent provided and for such longer times as may be set forth in such manufacturer's or Offeror's warranties.

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 proposals; plus any addenda or extensions to the RFP, and for an additional contractual term beyond, 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 BUILDING QUESTIONNAIRE MAY RESULT IN AHFC REJECTING THE OFFEROR'S PROPOSAL AS NON-RESPONSIVE.

Offeror Signature and Date of Signature

Typed or Printed Name of Offeror

Title

Company Name/Tax I.D. Number

Mailing Address

Telephone Number

Fax Number

Email Address

SAMPLE AHFC SOLDOTNA OFFICE SPACE

LEASE AGREEMENT

TABLE OF CONTENTS

ARTICLE I:	GENERAL PROVISIONS	
	Section 1.01	Square Footage and Location
	Section 1.02	Incorporation by Reference
	Section 1.03	Notice
	Section 1.04	Termination
ARTICLE II:	REPRESENTATIONS, WARRANTIES OF THE PARTIES	
	Section 2.01	Representations and Warranties of AHFC
	Section 2.02	Representations and Warranties of Lessor
ARTICLE III:	THE PREMISES	
	Section 3.01	Quiet Enjoyment
	Section 3.02	Lessor Right of Entry
ARTICLE IV:	TERM	
	Section 4.01	Effective Date
	Section 4.02	Extensions
	Section 4.03	Holdover
	Section 4.04	Surrender of Possession
ARTICLE V:	RENT	
	Section 5.01	Rent
	Section 5.02	Non-Appropriation
	Section 5.03	Payment Schedule
ARTICLE VI:	USE OF PREMISES	
	Section 6.01	AHFC Use of Demised Premises
	Section 6.02	Compliance With Laws

	Section 6.03	Rules and Regulations of Building
ARTICLE VII:	CARE OF PREMISES	
	Section 7.01	Lessor Care of Premises
	Section 7.02	AHFC Care of Premises
ARTICLE VIII:	ALTERATIONS, INSTALLATION, REMOVAL OF EQUIPMENT & FURNISHINGS	
	Section 8.01	Alterations
	Section 8.02	Signage
	Section 8.03	Ownership and Removal
ARTICLE IX:	DAMAGE OR DESTRUCTION	
	Section 9.01	Premises Made Untenantable
	Section 9.02	Release and Waiver of Subrogation
	Section 9.03	Responsibility Upon Damage to or Destruction of Property

ARTICLE X:	CONDEMNATION/EMINENT DOMAIN
	Section 10.01 Effect of Eminent Domain on Agreement
ARTICLE XI:	INSURANCE
	Section 11.01 Lessor Insurance
ARTICLE XII:	DEFAULT AND REMEDIES
	Section 12.01 Default of AHFC
	Section 12.02 Remedies of Lessor
	Section 12.03 Default of Lessor
	Section 12.04 Remedies of AHFC
ARTICLE XIII:	QUIET POSSESSION
	Section 13.01 Quiet Possession
ARTICLE XIV:	TERMINATION
	Section 14.01 Termination by Lessor
	Section 14.02 Termination by AHFC
ARTICLE XV:	DEFINITIONS
	Section 15.01 Definitions

**SAMPLE AHFC SOLDOTNA AREA OFFICE SPACE
LEASE AGREEMENT**

This Sample AHFC Soldotna Area Office Space Lease Agreement (the Agreement) is made between _____ (the Lessor) and **ALASKA HOUSING FINANCE CORPORATION** (AHFC; the Lessee), this ____ day of _____, 20____. For and in consideration of the mutual promises and covenants set forth below, the Lessor and AHFC do mutually agree as follows:

ARTICLE I: GENERAL PROVISIONS

1.01 SQUARE FOOTAGE AND LOCATION: Lessor hereby leases to AHFC the Demised Premises more fully described as:

Legal Description:

Street Address:

Suite # or other identifier:

Net useable square footage:

Floorplan/schematic identifying interior space and designated parking space must be initialed by both parties and be attached to this Agreement.

1.02 INCORPORATION BY REFERENCE: The solicitation known as the AHFC Request for Proposal (RFP) #27-ADM-001, including any and all addenda to the solicitation, and the Lessor's proposal delivered to AHFC in response to the solicitation, are incorporated by reference into this Agreement.

In case of conflict between the provisions of any document incorporated by reference and this Agreement, the terms of this Agreement shall govern.

No amendment or other modifications of the provisions of this Agreement shall be effective unless incorporated in a written instrument duly executed and acknowledged by Lessor and AHFC.

1.03 NOTICE: Any notice given to either party under this Agreement must be in writing and must be sent by registered mail or certified mail, return receipt requested, addressed to:

AHFC: Chief Procurement Officer
Alaska Housing Finance Corporation
4300 Boniface Parkway
Anchorage, Alaska 99504

Lessor: _____

Either party may, however, designate in writing such new or other address to which such notice or demand shall thereafter be given, made or mailed.

1.04 TERMINATION: AHFC may terminate this Agreement without penalty or further obligation upon ninety (90) days notice to the Lessor with or without cause. Lessor may terminate the lease for cause as set out in Article XIV Termination, Section 14.01.

ARTICLE II: REPRESENTATIONS, WARRANTIES OF THE PARTIES

2.01 REPRESENTATIONS AND WARRANTIES OF AHFC.

- a. AHFC is duly authorized to enter into this Agreement and has the full legal right, power and authority to enter into and to carry out and consummate all transactions, covenants, terms and conditions contemplated by this Agreement.
- b. The representatives of AHFC executing this Agreement are fully authorized to execute the same.

c. AHFC covenants and agrees with the Lessor, that:

1. AHFC covenants and agrees that it will use and occupy the Demised Premises to administer the programs of AHFC;
2. AHFC shall not assign this Agreement, nor sublet any portion of the Demised Premises, without the written consent of the Lessor;
3. AHFC shall make no alterations or additions in or to the Demised Premises without the written consent of the Lessor;
4. AHFC will leave the Demised Premises at the expiration or prior termination of this Agreement or any renewal or extension thereof, in as good condition as received or in which they might be put by the Lessor, excepting reasonable wear and tear and/or, loss of damage caused by fire, explosions, earthquakes, acts of God, or other casualty or as provided for by this Agreement;
5. AHFC shall permit the Lessor to enter upon the Demised Premises at all reasonable times to examine the conditions of same.

2.02 REPRESENTATIONS AND WARRANTIES OF LESSOR. Lessor makes the following representations and warranties to AHFC:

- a. Lessor is duly authorized to enter into this Agreement and has the full legal right, power and authority to enter into and to carry out and consummate all transactions, covenants, terms and conditions contemplated by this Agreement.
- b. The representatives of Lessor executing this Agreement are fully authorized to execute the same.
- c. Lessor has complied with applicable laws and regulations with respect to this Agreement and the leasing of the Demised Premises hereunder.
- d. By the act of executing this Agreement, the Lessor promises that the Demised

Premises are tenantable and comply with any/all laws pertaining to tenantability.

- e. Lessor represents and warrants that any costs or expenses Lessor incurs while performing its duties under this Agreement will be borne by Lessor and will not be reimbursed by AHFC except as provided in this Agreement.
- f. The Lessor covenants and agrees with AHFC that it will:
 - 1. diligently perform for AHFC all of its duties under this Agreement, and/or any written instructions by AHFC; and will
 - 2. maintain the Demised Premises in good repair, in safe and tenantable condition during the continuance of this Agreement, or any renewal, extension, or holdover thereof; and will
 - 3. without interruption; furnish heating, cooling, electricity, water, trash removal, sewage disposal, and all other utilities, services, materials and facilities as required by this Agreement.
- g. The Lessor represents and warrants that it will 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 Lessor, its subcontractors, or anyone directly or indirectly employed by Lessor in the performance of this Agreement.

ARTICLE III: THE PREMISES

- 3.01 QUIET ENJOYMENT.** AHFC shall, upon paying the rents and performing all of the terms and covenants on its part to be performed, peaceably and quietly enjoy the Demised Premises subject, nevertheless, to the terms of this Agreement.

3.02 LESSOR RIGHT OF ENTRY. AHFC shall, at any time during the term of this Agreement, any extension, or holdover period, permit inspection of the Demised Premises during reasonable hours by the Lessor or Lessor's agents or representatives.

ARTICLE IV: TERM

4.01 EFFECTIVE DATE: The lease term of this Agreement shall commence on _____, 2026 through _____, 2029 with the Corporation having the option to renew up to six (6) additional (2) year periods, at the sole discretion of AHFC.

4.02 EXTENSIONS: All conditions and covenants of the Agreement shall remain in full force and effect during any extension thereof. Any holding over after the expiration date of this Agreement or any extension or renewal thereof, shall be construed to be a tenancy from month-to-month, at the same monthly rental and on the terms and conditions herein specified so far as applicable.

4.03 HOLDOVER. If AHFC shall hold over after the expiration of the lease term, such tenancy shall be from month-to-month and subject to all the terms, covenants and conditions of this Agreement except as to termination. The rent for each holdover month or portion thereof will be the monthly rental provided herein for the last month of the term of this Agreement.

4.04 SURRENDER OF POSSESSION. On the last day of the term or on the sooner termination thereof, AHFC shall peaceably and quietly leave, surrender and yield up unto Lessor all and singular the Demised Premises, broom clean, in good order and repair, ordinary wear and tear excepted, together with all alterations, additions and improvements which may have been made upon the premises, except those alterations AHFC chooses to remove which were installed at the expense of AHFC.

a. Lessor Improvements. Any improvements owned by Lessor, or added to the Demised Premises by Lessor after execution of this Agreement, shall not be removed by AHFC.

b. Liability for Cleanup Expenses. AHFC shall be liable for all costs and expenses incurred by Lessor to remove or destroy abandoned property and improvements not required or allowed to be left on the Demised Premises, and for the removal of trash or other debris left thereon.

ARTICLE V: RENT

5.01 NON-APPROPRIATION: Rent payments under this Agreement require funds from future annual appropriations by the Alaska Legislature. If sufficient funds are not appropriated to meet the annual rent payments required of AHFC under this Agreement, this Agreement shall terminate and AHFC will not be obligated to make payments of rent under this Agreement beyond the then current fiscal year for which funds have been appropriated.

AHFC shall notify Lessor in writing within thirty (30) days after the failure of the Alaska Legislature to appropriate funds sufficient for the payment of rent for the next fiscal year. The AHFC fiscal year extends from July 1st of one calendar year through June 30th of the next calendar year.

AHFC shall each year of the lease term submit to the Alaska Legislature an operating budget requesting sufficient funds to meet the lease obligations for the next fiscal year.

5.02 PAYMENT SCHEDULE: AHFC agrees to pay rent on the first day of each month, payable by check to:

ARTICLE VI: USE OF PREMISES

6.01 AHFC USE OF DEMISED PREMISES. AHFC shall use the Demised Premises solely for the purpose of conducting routine AHFC business.

Use and occupancy by AHFC and its customers of the Demised Premises shall include the free and uninterrupted right of access to the Demised Premises by means of all doorways, passages, stairways, and entrances to the building which affords access to the Demised Premises.

Nothing herein contained shall be construed as a grant or rental by Lessor to AHFC of the roof and

exterior walls of the building or any of the walks and other common areas beyond the Demised Premises other than AHFC designated parking areas.

6.02 COMPLIANCE WITH LAWS. AHFC shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities whom in any manner affect the Demised Premises. AHFC further agrees it will not permit any unlawful occupation, business or trade to be conducted on said premises or any use to be made thereof contrary to any law, ordinance or regulation.

6.03 RULES AND REGULATIONS OF BUILDING. As a condition to use of the premises, AHFC shall comply with all reasonable rules and regulations promulgated by Lessor from time to time for all tenants in the building, so long as AHFC has prior notice and an opportunity to comment on the same and so long as the same do not conflict with any specific terms of the RFP.

ARTICLE VII: CARE OF PREMISES

7.01 LESSOR CARE OF PREMISES.

- a. Inspection and Repair by Lessor. Lessor shall repair, maintain and make good all conditions required under the provisions of this Agreement to be repaired or maintained within:
 1. One (1) day from date of written notice by AHFC with regard to the supply of utilities, building security services, occupant safety issues, removal of trash or debris, landscape or yard maintenance, pavement or sidewalk sweeping, snow removal or cleaning, or lighting replacement and repair; and
 2. Fourteen (14) days from the date of written notice from AHFC with regard to all other matters.
 3. Or as agreed mutually in writing with regard to substantial repair or renovation.

If Lessor refuses or neglects to repair or maintain the Demised Premises as required under the terms of this Agreement to the reasonable satisfaction of AHFC after written demand, then AHFC, without prejudice to any other right or remedy it has under this Agreement or otherwise, may perform such maintenance work or make such repairs. Upon completion of any such repair or maintenance, and not later than ten (10) days after presentation of an invoice therefore, Lessor shall pay AHFC's costs for making such repairs or performing such maintenance plus fifteen (15) percent to cover

administrative costs.

Should the Lessor fail to correct building code violations in the time and manner prescribed by law, AHFC shall be free to terminate this Agreement, or shall have the option of affecting those building alterations required to correct all violations by hiring competent workers, with the Lessor bearing the cost of all labor, materials and AHFC administrative costs. The Lessor further agrees that alterations performed by AHFC, to correct OSHA violations, will not be construed by the Lessor to constitute a breach of the terms of this Agreement.

7.02 AHFC CARE OF PREMISES. AHFC shall take good and reasonable care of the Demised Premises and AHFC shall, at the expiration or sooner termination of this Agreement, surrender and deliver up the Demised Premises to Lessor broom clean and in as good condition as improved by Lessor, damages by accidental fire, casualty loss, reasonable use and wear excepted.

All damage or injury done to the Demised Premises by AHFC (excluding ordinary wear and tear) or by any persons who may be in or upon the Demised Premises with the consent of AHFC, including the cracking or breaking of glass of any windows and doors, shall be paid for by AHFC, and AHFC shall pay for all damage to the building caused by AHFC's misuse of the Demised Premises or other portions of the building or the appurtenances thereto.

ARTICLE VIII: ALTERATIONS, INSTALLATION, REMOVAL OF EQUIPMENT AND FURNISHINGS

8.01 ALTERATIONS. AHFC reserves the right to request alterations or installations, including but not limited to: painting; installation of electrical outlets; erection or relocation of moveable partitions; or installation, maintenance and relocation of computer and communication systems; after accepting occupancy of the Demised Premises subject to the written approval of the Lessor. AHFC shall reimburse the Lessor for the cost of improvements within fifteen (15) days of acceptance of work.

All alterations or additions will be made by qualified workmen skilled in their trades and supervised by the Lessor.

The cost of any alterations which must be made to the Demised Premises as a result of the enactment of, or amendment to, federal, state and local statutes, codes and regulations after commencement of the term of this Agreement shall be borne by Lessor.

8.02 SIGNAGE. AHFC may place signs near all entrances to the Demised Premises and in the lobbies of the building(s) as are customary to AHFC's business. Lessor will furnish lettering for use in the common Building Directory.

8.03 OWNERSHIP AND REMOVAL. All equipment and trade fixtures installed in or affixed to the Demised Premises at the expense of AHFC shall become the property of AHFC and shall, at AHFC's sole option, be removed by AHFC upon the termination of this Agreement or at any time prior thereto. AHFC shall be responsible for the cost of any damage, excepting normal wear and tear, caused by such removal.

AHFC will not be held liable for restoration of any improvements which were required to meet the specification requirements set forth by the RFP or those made prior to final AHFC acceptance of the property.

AHFC shall not be liable for restoration of the facility to its condition at date of occupancy of any alterations or additions to the premises that were completed by Lessor or were completed by AHFC subject to approval by Lessor.

ARTICLE IX: DAMAGE OR DESTRUCTION

9.01 PREMISES MADE UNFIT. If the Demised Premises are rendered wholly or partially unfit for occupancy by any damage or destruction or if for any reason, possession or beneficial use of premises is interfered with, the rent shall immediately abate in an amount proportionate to the Demised Premises not usable by AHFC, until the premises are fully restored to fitness for occupancy or such interference has ceased.

AHFC's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy. If the premises are determined in unsafe condition, AHFC is free to temporarily move elsewhere. AHFC may also choose to recover any excess costs, over the abated lease agreement payments, occasioned by relocation due to unsafe condition.

9.02 RELEASE AND WAIVER OF SUBROGATION. Lessor and AHFC release each other, and their respective authorized representatives, from any claims for damage to any person or to said premises and the building and to AHFC's fixtures and personal property that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against AHFC in connection with any damage covered by any insurance policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease.

9.03 RESPONSIBILITY UPON DAMAGE TO OR DESTRUCTION OF PROPERTY. In the event any improvement located within the Demised Premises, the building, or upon the real estate is destroyed or damaged by fire or other casualty, AHFC shall agree and comply in full with one of the following conditions within

ninety (90) days of such destruction or damage (or within such other time period as is mutually agreed in writing):

- a. Lessor may repair, rebuild, or otherwise reinstate the damaged improvement(s) in a good and substantial manner and in substantially the same form as it previously existed. In such event, the Agreement shall continue in full force and effect.
- b. Lessor may repair, rebuild or otherwise reinstate the damaged improvement(s) in a manner and style different from the previously existing improvement(s) so long as the plans therefore are previously approved by AHFC. In such event, the Agreement shall continue in full force and effect.
- c. AHFC may elect to terminate the Agreement by giving written notice to the Lessor of its intent to terminate.

ARTICLE X: CONDEMNATION/EMINENT DOMAIN

10.01 EFFECT OF EMINENT DOMAIN ON AGREEMENT. AHFC shall have the right to claim and recover from the condemning authority compensation for any loss incurred by AHFC including without limitation, the value of AHFC's leasehold interest under this Agreement.

ARTICLE XI: INSURANCE

11.01 LESSOR INSURANCE. Lessor shall purchase at its own expense and maintain in force at all times during the performance of services under this Agreement, the following policies of insurance.

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 Agreement. 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 by Landlord is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by Landlord under this Agreement.

Insurance policies required to be maintained by Landlord will name AHFC as additional insured for all coverage except Workers' Compensation and Professional Liability/E&O insurance.

Landlord 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 Landlord 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 Landlord'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 Landlord 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 Landlord against any loss exposure whether a result of this Agreement 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 Agreement.

- a. Workers' Compensation Insurance: The Landlord will provide and maintain, for all employees of the Landlord engaged in work under this Agreement, Workers' Compensation Insurance as required by AS 23.30.045. The Landlord shall be responsible for ensuring that any subcontractor that directly or indirectly provides services under this Agreement 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.
- b. Commercial General Liability Insurance: The Landlord 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.
- c. Automobile Liability Insurance: The Landlord 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 Landlord does not own automobiles, Landlord 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

- d. Umbrella or Excess Liability: Landlord 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. Landlord 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.
- e. Landlord's Casualty Insurance: The Landlord will provide and maintain all risk coverage at full replacement value (excluding the land).
- f. AHFC's Property Insurance: AHFC shall be solely responsible for, but shall not be obligated to, keep all of its machinery, equipment, furniture, fixtures and personal property which may be located in, upon, or about the Premises insured in an amount equivalent to the full insurable value against: 1) loss or damage by fire, and 2) such other risk or risks which are customarily covered with respect to a tenant's machinery, equipment, furniture, fixtures, personal property and business located in a building of like construction, location, use, occupancy and design; including but not limited to: earthquake, windstorms, hail, explosion, vandalism, malicious mischief and such other coverage as AHFC may deem appropriate or necessary.
- g. Certificates of Insurance: Landlord 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 Agreement. 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

risk@ahfc.us

Fax (907) 330-8217

- h. Information for Insurance Agents/Brokers: The Landlord is strongly encouraged to provide its insurance agent/broker with a copy of the insurance provisions of this

Agreement in order that the Landlord may timely obtain and maintain the required insurance and/or bonding.

ARTICLE XII: DEFAULT AND REMEDIES

12.01 DEFAULT OF AHFC. Each of the following shall be deemed a default by AHFC and a breach of this Agreement:

- a. A default in the payment of the rent herein reserved, or any part thereof, for a period exceeding thirty (30) days beyond the rent due date.
- b. A default in the performance of any other covenants or conditions on the part of AHFC to be performed, for a period of thirty (30) days after the service of notice thereof by Lessor, provided, however, that no default on the part of AHFC the performance of work required to be performed or acts to be done or conditions to be modified shall be deemed to exist if before the end of such thirty (30) day period, AHFC has begun to rectify the same, and thereafter prosecutes the curing thereof to completion with diligence and continuity.
- c. The vacation or abandonment of the Demised Premises by AHFC.

12.02 REMEDIES OF LESSOR. In the event of any default of AHFC as above provided, Lessor shall have the following rights or remedies, in addition to any rights or remedies that may be given to Lessor by statute, law or otherwise:

- a. Re-enter the Demised Premises and take possession thereof.
- b. Re-let the Demised Premises in whole or in part for a period equal to, or greater or less than, the remainder of the original term of this Agreement, for any sum which may be deemed fair market value and reasonable.
- c. Declare the lease term ended.

Re-entry or re-letting of part or all of the premises as herein provided is not to be deemed termination of this Agreement unless declared to be so by Lessor. However, if this Agreement be deemed terminated, AHFC's liability shall survive, and AHFC shall be liable for damages for the remainder of the term existing at said termination date.

The enumeration of Lessor's remedies herein is not intended to imply that they are mutually exclusive or that they are in lieu of any or all other statutory, common law or other rights.

12.03 DEFAULT OF LESSOR. Lessor shall be in default under this Agreement when it shall have:

- a. Failed to perform any of its obligations hereunder for a period of thirty (30) days after notice by AHFC to Lessor specifying such failure; or
- b. Failure to pay within thirty (30) days after due, the principal, interest or installment of either, on any mortgage or Deed of Trust paramount to this Agreement, or any installment of taxes or utility charges affecting the Demised Premises, or shall fail promptly to remove any lien or charge which might jeopardize AHFC's right to possession as hereby granted; or
- c. Failed to maintain adequate liability insurance, bonding or workers' compensation insurance; or
- d. Failed to comply with any federal, state or local law, regulations, order or judicial precedent that applies to the Demised Premises; or
- e. Been party to dissolution or commencement of any action or proceeding for the liquidation of Lessor, or for the appointment of a receiver or trustee of the property of the Lessor; or
- f. Become insolvent, adjudicated as bankrupt, had a receiver appointed for the Lessor, executed a general assignment for the benefit of Lessor's creditors, or been subject to other material change in Lessor's status. Lessor's interest in this Agreement is not an asset of Lessor or Lessor's successors or assigns, and no interest in this Agreement may pass by operation of law without the express written consent of AHFC; or
- g. Committed any action or inaction which results in a lien being filed against AHFC or results in AHFC dispensing funds to prevent lien action; or
- h. Been subject to a finding that Lessor made a material representation on Offeror's Statement of Qualifications submitted in response to the RFP.

12.04 REMEDIES OF AHFC. AHFC has all rights and remedies as given by the Agreement, statute, or common law, and in addition:

- a. May withhold rent in an amount equal to its damages.
- b. Declare the lease term ended.

ARTICLE XIII: QUIET POSSESSION

13.01 QUIET POSSESSION. Upon payment by AHFC of all rents and other payments required to be paid by AHFC under this Agreement, and upon full and faithful observance and performance by AHFC of all of its covenants contained in this Agreement, and so long as such observance and performance continues, AHFC shall peaceably hold and enjoy the Demised Premises during the Lease Term without hindrance or interruption by Lessor or anyone lawfully claiming by, through or under Lessor.

ARTICLE XIV: TERMINATION

14.01 TERMINATION BY LESSOR. The Lessor, upon at least thirty (30) days written notice, may terminate this Agreement, for breach of contract (default) by AHFC.

14.02 TERMINATION BY AHFC. AHFC may terminate the lease without penalty or further obligation upon at least sixty (60) days written notice, may terminate this agreement with or without cause.

ARTICLE XV: DEFINITIONS

15.01 DEFINITIONS. The following terms shall have the meanings specified in this Agreement, unless the context otherwise requires:

"AHFC" shall mean the Alaska Housing Finance Corporation, the Lessee.

"Agreement" shall mean the lease; the lease agreement, this Agreement.

"Building" shall mean the structure(s) containing the interior office space leased by AHFC.

"Certificate of Occupancy" shall mean a certificate of occupancy issued by the Building Safety Division of the local authority.

"Days" shall mean calendar days.

"Deed of Trust" shall mean the Deed of Trust of the Demised Premises from Lessor to _____, with the Trustee as beneficiary, dated as of _____.

"Demised Premises" shall mean the real estate as described by the legal description of the Lessor's property, including all improvements, particularly the space leased by AHFC including the net useable square feet of interior office space, the designated parking area(s), and all common areas intended for use by AHFC under this Agreement.

"Land" shall mean the real property as described by the legal description of the Lessor's property which is supports the Demised Premises.

"Lease Term" or "Term of the Lease" shall mean the entire term of the Agreement, including any extensions or holdover periods.

"Lessee" shall mean AHFC, the Alaska Housing Finance Corporation.

"Lessor" shall mean _____.

"Lessor's Work" shall mean the improvements to the Demised Premises undertaken by Lessor in accordance with this Agreement including the specifications of the RFP.

"Net Useable Area" or "Net Useable Space" shall mean the method of measurement for the interior office space for which AHFC will pay Lessor a per square foot rental rate; as defined in Section 3.3 of the RFP.

"Rent" shall mean the rent payable by AHFC to Lessor with respect to the Demised Premises as that term is defined in this Agreement.

"RFP" shall mean the AHFC Request for Proposal #27-ADM-001, including any amendments or addenda to the solicitation, and the Lessor's proposal submitted in response to the solicitation.

"Trustee" shall mean _____, the Trustee of the Lessor's Deed of Trust.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year written below.

LESSEE: ALASKA HOUSING FINANCE CORPORATION
4300 BONIFACE PARKWAY
ANCHORAGE, ALASKA 99504

By: _____
(Authorized signature)

Date

Gregory Rochon, Chief Procurement Officer
(Typewritten name/title)

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was executed by _____, the AHFC Chief Procurement Officer, and acknowledged before me this _____ day of _____, 2026.

Notary Public in and for Alaska
My Commission Expires: _____

LESSOR: _____

By: _____

(Signature)

Date

(Typewritten name/title)

STATE OF ALASKA)

)ss

THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ of _____, 2026
by _____, the _____
.

Notary Public in and for Alaska

My Commission Expires: _____