Alaska Housing
FINANCE CORPORATION

BID PACKET #17T05-001
FOR

STATEWIDE

PEST CONTROL SERVICES AND SUPPLIES

ALASKA HOUSING FINANCE CORPORATION

4300 BONIFACE PARKWAY
P.O. BOX 101020
ANCHORAGE, ALASKA 99510-1020

OCTOBER 2016

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INVITATION FOR BID
STATEWIDE PEST CONTROL SERVICES AND SUPPLIES
#17T05-001

The Alaska Housing Finance Corporation (AHFC) is soliciting sealed bids for statewide pest control services and supplies on an **AS-NEEDED BASIS** at AHFC-owned facilities throughout Alaska. Award will be to multiple bidders in multiple geographic regions. Bidders can bid on one or more regions, but are not required to bid on all regions. The original term of the contract is for one (1) year, with four (4) additional one (1) year extensions, at the sole discretion of AHFC.

In calendar year 2015, AHFC spent approximately $135,000 in pest control services and supplies. AHFC is not obligated to spend up to this estimate and may exceed it if the need occurs.

Bids may be returned by mail to AHFC at P.O. Box 101020, Anchorage, Alaska 99510 or hand-delivered to AHFC's office located at 4300 Boniface Parkway, Reception Desk, Anchorage, Alaska, by **3:00 p.m. on NOVEMBER 29, 2016.** All bids received after **3:00 p.m. on NOVEMBER 29, 2016** will not be considered. It is the bidder's responsibility to ensure that its bid is received at AHFC's offices located at 4300 Boniface Parkway, Reception Desk, Anchorage, Alaska 99504 prior to bid opening time.

IMPORTANT NOTICE: If you received this solicitation from AHFC's web site or any of the Plans Rooms, you should register with the AHFC's Sourcing and Contract Compliance Office listed on this document to receive subsequent amendments. Failure to contact the Sourcing and Contract Compliance Office may result in the rejection of your offer.

Any questions regarding this ITB must be directed to:

Pat Cochran, Sourcing Manager PJC
4300 Boniface Parkway, Reception Desk
Anchorage, Alaska 99504
Telephone: (907) 330-8146
Fax Number: (907)330-8217
E-mail address: submittals@ahfc.us

AHFC will hold a pre-bid meeting at AHFC's office located at 4300 Boniface Parkway in Anchorage, Alaska on NOVEMBER 10, 2016, and telephonically state-wide, at 10:00 a.m. AHFC complies with Title II of the Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973. Individuals with disabilities who may need auxiliary aids or services or special modifications to participate in this conference should contact the Sourcing and Contract Compliance Department at (907) 330-8239 at least seven (7) business days prior to the scheduled date so that arrangements may be made.

Questions regarding the bid documents or the project must be submitted, in writing, to the Sourcing and Contract Compliance Office. The questions may be faxed or emailed to the numbers listed above. The deadline for questions on this project is NOVEMBER 15, 2016 at 4:00 p.m.

No bid shall be withdrawn without the consent of AHFC for a period of thirty (30) days subsequent to the opening of the bids.

Work must conform to all applicable federal, state and local laws, ordinances and codes. Wages must be paid so as to conform to the minimum requirements of the federal Davis-Bacon Act. The Contractor must ensure that qualified employees and applicants for employment are not discriminated against because of their race, color, religion, sex, disability or national origin.

This work is funded by either AHFC corporate funds or federal funds from the U.S. Department of Housing and Urban Development (HUD) and Section 3 of the HUD act of 1968 is applicable to this Contract. See Paragraph 21 in Section I – HUD 5370-C, General Conditions for Non-Construction Contracts.

AHFC is an equal employment opportunity employer.

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

ALASKA HOUSING FINANCE CORPORATION

Gregory Rochon
Chief Procurement Officer

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:]

SUPPLEMENT TO INSTRUCTIONS TO BIDDERS

I. Location

AHFC owns facilities in 13 locations throughout the State of Alaska. Please see Appendix A – Locations of AHFC Facilities for cities/addresses at each location.

II. Criteria for Selection

Contracts will be awarded to all responsive and responsible bidders provided its bid is reasonable and it is in the best interest of AHFC to accept it.

AHFC reserves the right to reject the bid of any bidder who has failed to comply with the Invitation for Bid requirements; who has failed to perform any previous contracts with AHFC; who has previously failed to properly or to complete on time contracts of a similar nature.

III. Insurance

The successful bidder will be required to secure and maintain the insurance required by the Contract documents. See Article 7 of the Supplement to General Conditions.

IV. Local Hire

Bidder shall comply with all applicable and valid laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect during the term of this Contract. In order to ensure that the bidder's subcontractors will comply with all applicable laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect, the bidder shall include in its contracts with subcontractors under this Contract, language that is substantially the same as the first sentence of this provision. Bidder is advised to contact the Department of Labor at 269-4900 (Anchorage) with any questions requiring applicable local hire laws and regulations.

V. Alaska Bidder and Product Preferences Are Not Applicable

The funding for this project is from the U.S. Department of Housing and Urban Development (HUD). Pursuant to AS 36.30.890, the Alaska Bidder Preference (36.30.170), and Alaska Product Preferences (36.30.332) are not applicable.

AHFC will <u>not</u> apply the Alaska Bidder Preference, Alaska Products Preference or the local forest products preference because federal requirements preclude enforcement of these provisions of federally funded projects.

VI. Statement of Qualifications

Bidder must submit a completed statement of qualifications for the firm(s) submitting the bid. At a minimum, the information required by the Bid Form and the attachments thereto must be submitted; other data may be submitted as deemed relevant. Information required by the Bid Form includes the following:

A. Attachment No. 1 to the Bid Form, entitled Affidavit of Disclosure of Interest, signed and notarized.
B. Attachment No. 2 to the Bid Form, entitled Affidavit of Noncollusion, signed and notarized.
C. Attachment No. 3 to the Bid Form, entitled Representations, Certificates, and Other Statements of Bidders, signed.
D. The bidder has attached a statement of similar work performed by the bidder or bidder's key team members during the three (3) years prior to the date of this bid and the name and telephone numbers of persons who may be contacted as references for these projects.
E. The bidder affirmatively states that s/he is in compliance with State and Federal Civil Rights Act and other Equal Employment Opportunity provisions.

VII. Submission of Bids

A. Bids must be submitted to AHFC, P.O. Box 101020, Anchorage, Alaska 99510 or to AHFC at 4300 Boniface Parkway, Reception Desk, Anchorage, Alaska. If the bid is mailed through the U.S. Postal Service it must be mailed to the P.O. Box NOT the street address. If the bid is hand-delivered or sent through a courier service, the street address must be used. It is the responsibility of the bidder to ensure that its bid is in the proper office of AHFC prior to the closing time established for receiving bids. Bids received prior to the time of opening will be kept unopened in a secure place. Bids received after the scheduled closing time may be deemed as late bids.

B. Bids must include any federal or State tax which is applicable to the material of this bid.

C. No alternative bids will be considered unless alternative bids are specifically requested.

D. The bidder understands and agrees that an error in the bid, whether due to faulty judgment, mistake, clerical error, or otherwise, does not relieve the bidder of the duty to perform hereunder. In submitting a bid, the bidder understands and agrees that AHFC intends to conform to the requirements of law and that AHFC will not be liable for the errors of its agents and employees in evaluating bids.

E. AHFC reserves the right to waive any and all informalities as may serve its best interests.

F. AHFC reserves the right to accept or reject any or all bids and may require clarification supplemented through additional written submissions. AHFC will not be subject to payment for costs incurred for bid preparation or contract preparation as a result of valid and legal termination of this ITB or termination of any contract resulting from the award of the ITB.

G. Neither a Notice of Intent to Award nor a Final Award will be made at the time of the bid opening.

VIII. Ineligibility

AHFC is prohibited from making award to, or approving as subcontractors, any individuals or firms which are on the list of contractors ineligible to receive awards from the United States as furnished from time to time by the Department of Housing and Urban Development (HUD), or as provided by State of Alaska Department of Labor (AKDOL). Bidders who have been debarred or suspended by a governmental entity remain ineligible for Contract award by AHFC for the duration of that debarment/suspension.

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. 11/30/2008)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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 $100,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than $2,000 but not more than $100,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $100,000 – use Sections I and II.**

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Section I - Clauses for All Non-Construction Contracts greater than $100,000

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1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

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

5. **Rights in Data (Ownership and Proprietary Interest)**

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

6. **Energy Efficiency**

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

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

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section I, 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 30 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
(ii) 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 pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

"Persón" 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.

(ii) 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.

(ii) 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 agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. **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.

18. **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.

19. **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.

20. **Liens**

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

21. **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 135, 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 135 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 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, 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 135. 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 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. 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.

SUPPLEMENT TO GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS

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

ARTICLE 1. BUSINESS LICENSE, APPLICATOR LICENSE(S) AND EQUIPMENT.

The Contractor agrees, warrants and represents that it has paid all required fees and is properly licensed and bonded to do business in the State of Alaska and within the local governing body in which the work is to be performed, and are licensed to perform such work. The Contractor agrees, warrants and represents that it will maintain all personnel and the equipment listed by Contractor in its bid in sufficient quantity and working order to timely perform all services required by this Contract.

ARTICLE 2. PEST CONTROL SERVICES AND SUPPLIES.

Contractor must provide a list of published pricing for pest control services and supplies provided by the contractor. This published pricing will be incorporated as part of the contract between AHFC and Contractor.

Adjustments to published pricing, plus additions and/or deletions of pest control services and supplies, can be adjusted at contract renewal only.

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

Published pricing for pest control supplies should be priced FOB destination.

Once Contracts are in place, AHFC staff will have the ability to request pest control services or supplies based upon the services and supplies provided by the Contractor with the submission of their bid, based on price and/or contractor availability for service. It is AHFC's intent to award multiple contracts to allow for various available services and supplies, and timely contractor response.

AHFC will not pay for travel costs for a Contractor if there is a local Contractor available within the geographic region.

The pest control services and supplies outlined under the terms of this Contract includes all necessary and required permits, labor, supervision, tools, equipment, materials and transportation for the services.

See Scope of Work for further detail.

ARTICLE 3. TAXES

The Contractor shall pay all applicable federal, State and local taxes incurred by the Contractor in the performance of this Contract, and proof of payment of these taxes is a condition precedent to payment by AHFC under this Contract.

ARTICLE 4. INCOMPLETE OR UNSATISFACTORY WORK

Work found not to be in compliance with the Contract's requirements, shall be corrected upon written or oral notice to the Contractor.

ARTICLE 5. INDEMNIFICATION

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

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

ARTICLE 6. COORDINATION WITH AHFC

The term "Contracting Officer" shall mean the "Chief Procurement Officer" for AHFC. Gregory Rochon has been appointed Chief Procurement Officer. For purposes of this Contract, each location will dedicate a person to service as "Contract Administrator". Individual names and phone numbers shall be provided at the time of contract award. The Contractor shall consult with the AHFC's Contract Administrator to ensure that all work by Contractor under this Contract meets AHFC's requirements. Neither the Chief Procurement Officer nor the Contract Administrator(s) shall be personally liable to Contractor for any act or omission in the performance of his/her duties under this Contract. Should the Contract Administrator change at any time the Contractor will be notified in writing of the new Contract Administrator.

ARTICLE 7. INSURANCE.

Without limiting Contractor's indemnification, it is agreed that Contractor will purchase at its own expense and maintain in force at all times during the performance of services under this Contract, the following 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 Contract. In addition, AHFC Risk Management reserves the right, but not the obligation, to review and reject any insurance policies failing to either meet the necessary criteria or that have been provided by an insurer in poor financial condition or legal status.

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

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

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

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

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

A. Workers' Compensation Insurance: The Contractor will provide and maintain, for all employees of the Contractor engaged in work under the Contract, Workers' Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for ensuring that any subcontractor that directly or indirectly provide services under this Contract has Workers' Compensation Insurance for its employees. This coverage must include statutory coverage for all States in which employees are engaging in work and employer's liability protection for not less

than $100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., USL & H and Jones Acts) must also be included.

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

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

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

E. Fidelity/Crime Bond: The successful Contractor must provide and maintain a fidelity bond in the amount of $10,000 for each year of the Contract and must include third party off-premises theft covering others' property.

F. Pollution Legal Liability (or equivalent) Insurance: The Contractor will provide and maintain Pollution Legal Liability Insurance that includes Pest Control Liability, covering all errors, omissions or negligent acts of the Contractor, its subcontractors, or anyone directly or indirectly employed by them, made in the performance of this Contract. Limits required are not less than $1,000,000 per occurrence.

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

Alaska Housing Finance Corporation
Risk Management Department
4300 Boniface Parkway
Anchorage, Alaska 99504
Fax (907) 330-8217
risk@ahfc.us

H. Coverage Required under this Contract: If any of the above insurance coverage is not required under the Contract, AHFC's Risk Manager will have clearly marked out and initialed.

I. Information for Insurance Agents/Brokers: The Contractor is strongly encouraged to provide its insurance agent/broker with a copy of Article 7 of this Contract in order that the Contractor may timely obtain and maintain the insurance and bonding required by the Contract.

ARTICLE 8. SEVERABILITY

If any provision of this Contract is held to be invalid and unenforceable, the remaining provisions are valid and binding upon the parties. One or more waivers by either party of any provision, terms, conditions or covenant shall not be construed as a waiver by either party of their right to enforce such provision, term, condition or covenant in the event of any subsequent breach of the same provision, term, condition or covenant by the other party.

ARTICLE 9. SUCCESSION

Each party to this Contract binds itself, its partners, successors, executors, administrators and assigns to the other party to this Contract, and to the partners, successors, executors, administrators and assigns of the other party in respect to all covenants in this Contract. Nothing in this Contract may be construed as creating any personal liability on the part of any officer or employee of AHFC, nor may anything in the Contract be construed as giving any rights or benefits to anyone other than the parties bound by this Contract.

ARTICLE 10. MERGER AND EXTENT OF AGREEMENT

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

A. Invitation for Bid;
B. Instructions to Bidders, including any Supplemental Instructions to Bidders;
C. General Conditions for Non-Construction Contracts – Section I (HUD Form 5370-C)(also referred to as the "General Terms and Conditions"), including this Supplement to the General Conditions;
D. Bid Form with all required attachments submitted by the successful bidder;

E. Any and all addenda;
F. Evidence of insurance required by the above listed documents;
G. All appendices or attachments;
H. Drawings and specifications; and
I. All other documents required by the terms and conditions of Items (A) through (H) above and all modifications as defined in the General Terms and Conditions.

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

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

ARTICLE 11. DISPUTES

A. Contractor's Claims Procedures. If the Contractor becomes aware of any act, occurrence or omission which may form the basis of a claim by the Contractor for additional compensation or an extension in time for performance; or takes exception to any instruction or directive from the Contract Administrator or Contracting Officer given by drawing, correspondence, change order, or otherwise, which materially affects the Contractor's costs or time of performance of the work; or if the Contractor disagrees with the adjustment in Contract price or Contract time for any change order, the Contractor shall submit a written notice of claim to the Contracting Officer with a copy to the Contract Administrator identifying the general nature and basis of the claim no later than seven (7) calendar days after the occurrence of such act or the receipt of such directive or change order and in any event before proceeding to incur any cost related to such claim. The notice of claim will be acknowledged in writing by the Contracting Officer within seven (7) calendar days of receipt.

B. The Contractor shall have no right to additional compensation or additional time for any claim for which timely written notice of claim as required here in has not been made.

Except for disputes arising under the clauses entitled "Labor Standards and Labor Standards-Nonroutine Maintenance", herein, all disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

The Contractor shall submit in writing to the Contracting Officer the details and supporting documentation of the claim within fourteen (14) calendar days of receipt of the Contracting Officer's acknowledgment of the notice of claim, unless the Contractor requests in writing within the fourteen (14) calendar days an extension of time for good cause shown. Good cause shown shall include time for the Contractor to prepare its claim. Upon receipt of a request for an extension of time the Contracting Officer may grant an extension of time for submittal of details and supporting documentation of not more than twenty-one (21) calendar days. Failure by the Contractor to furnish the details and supporting documentation or a request for an extension of time within the initial fourteen (14) calendar day period shall constitute a waiver of the claim.

In presenting the claim and supporting documentation, the Contractor shall specifically include, to the extent then possible, the following:

1. A narrative which includes:

    a. A brief summary of the claim and the facts pertinent to the claim; and
    b. The application of the provisions of the Contract to the claim under the basis it is made; and
    c. Description of the relative responsibilities of each party giving rise to the claim; and
    d. A description of the connection between the relative responsibilities of the parties resulting in damage under the claim.

2. Supporting documentation to the narrative including schedules, graphs, charts, photographs, and any other pertinent documents or information.

3. Quantitative analysis and presentation of requested additional compensation and/or the additional time including:

    a. A summary of additional compensation and/or additional time requested; and

    b. Calculations, sub-calculation, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.

The Contractor must show that it suffered damages and/or delays; that those conditions were actually a result of the acts, event or condition complained of; and that the Contract provides entitlement to relief to the Contractor for such acts, events, or conditions. No subcontractor claim will be considered or allowed unless the Contractor is injured, agrees the claim is valid, and has paid the subcontractor for the matters in dispute. The Contracting Officer reserves the right to make written request to the Contractor at any time for additional information which the Contractor may possess

relative to the claim. The Contractor agrees to provide AHFC such additional information within thirty (30) calendar days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim.

Any claim submitted to the Contracting Officer MUST contain a certification from the Contractor stating that:

1. The claim is made in good faith;
2. The Contractor's supporting data is accurate and complete; and
3. The amount requested as a result of the controversy accurately reflects the amount for which the Contractor believes AHFC is liable.

Following submission of all required information to the Contracting Officer, a written decision will be issued. This written decision will be issued by the Contracting Officer no more than ninety (90) days after receipt of all information deemed necessary from the Contractor, the Contract Administrator, and other sources as determined appropriate by the Contracting Officer. The Contractor will be served a copy of the Contracting Officer's written decision. Before issuing the decision, the Contracting Officer will review the facts relating to the controversy and obtain necessary assistance from legal, fiscal, and other essential advisors. The decision will include:

1. A description of the controversy;
2. Reference to the pertinent Contract provisions; and
3. A statement of the reasons supporting the decision.

C. **AHFC'S Claims Procedures**: If the Contract Administrator becomes aware of any act, occurrence or omission which may form the basis of a claim by AHFC that the Contractor has failed to comply with any requirement existing under this Contract, the Contract Administrator may submit a written notice to the Contractor identifying the general nature and basis of the claim at any time before final payment is made by AHFC.

This claims procedure does not in any way limit any other remedies available to AHFC under any other provision of this Contract or the law, including but not limited to enforcement of warranties.

If AHFC's claim is not disposed of by meetings between the Contractor and the Contract Administrator which results in Contract within thirty (30) calendar days, provided additional time is not noticed in writing by the Contract Administrator, a formal written decision on the disposition of AHFC's claim shall be issued by the Contract Administrator. The Contract Administrator's decision is final and conclusive unless, within fourteen (14) calendar days of service of the Contract Administrator's decision, the Contractor delivers a written notice of claim to the Contracting Officer.

In presenting the Contractor claim, disputing the Contract Administrator's decision, to the Contracting Officer, the Contractor shall specifically include, to the extent then possible, the following:

1. A narrative which includes:
   a. A brief summary of the claim and the facts pertinent to the claim; and
   b. The application of the provisions of the Contract to the claim under the basis it is made; and
   c. Description of the relative responsibilities of each party giving rise to the claim; and
   d. A description of the connection between the relative responsibilities of the parties resulting in damage under the claim.

2. Supporting documentation to the narrative including schedules, graphs, charts, photographs, and any other pertinent documents or information.

3. Quantitative analysis and presentation of requested additional compensation and/or the additional time including:

   a. A summary of additional compensation and/or additional time requested; and
   b. Calculations, sub-calculation, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.

The Contracting Officer reserves the right to make written request to the Contractor at any time for additional information which the Contractor may possess relative to the claim. The Contractor agrees to provide AHFC such additional information within thirty (30) days of the request. Failure to furnish such additional information may be regarded as a waiver of the claim.

Any claim submitted to the Contracting Officer MUST contain a certification from the Contractor stating that:

1. The claim is made in good faith;
2. The Contractor's supporting data is accurate and complete; and
3. The amount requested as a result of the controversy accurately reflects the amount for which the Contractor believes AHFC is liable.

Following submission of all required information to the Contracting Officer, a written decision will be issued. This written decision will be issued by the Contracting Officer no more than ninety (90) days after AHFC's receipt of all information deemed necessary from the Contractor, Contract Administrator, and other sources as determined appropriate by the Contracting Officer. The Contractor will be served a copy of the

Contracting Officer's written decision. Before issuing the decision, the Contracting Officer will review the facts relating to the controversy and obtain necessary assistance from legal, fiscal, and other essential advisors. The decision will include:

1. A description of the controversy;
2. Reference to the pertinent Contract provisions; and
3. A statement of the reasons supporting the decision.

D. **Work Continuation and Payment**. Unless otherwise agreed in writing, the Contractor shall carry on the work and maintain the schedule of work pending the resolution of any dispute.

The Contractor shall have the right to dispute the Contract Administrator's decisions described in this section under the dispute provisions of this Contract, except if the Contractor has failed to submit its claim within the time provided, or has failed to request and receive an extension of such time from AHFC, they shall have no such right to review.

In arriving at the amount due the Contractor under this section, there shall be deducted:

1. All previous payments made to the Contractor for the performance of work under the Contract prior to termination;
2. Any claim or set off which AHFC may have against the Contractor;
3. Any claim by the Contractor for work performed negligently, or in any manner inconsistent with the Contract requirements, which was not accepted by AHFC;
4. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold pursuant to the provisions of this section and not otherwise recovered by or credited to AHFC; and
5. All partial payments made to the Contractor under the provisions of this section.

   AHFC will, from time to time under such terms and conditions as it may prescribe, make partial payments on account against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contract Administrator the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder, otherwise the Contractor shall not be entitled to receive further payments until final settlement is reached.

Where the work has been terminated by AHFC, this termination shall not affect or terminate any of the rights of AHFC against the Contractor or its surety then existing or which may thereafter accrue because of such termination. Any retention or payment of monies by AHFC due to the Contractor under the terms of the Contract shall not release the Contractor or its surety from liability.

Unless otherwise provided for in the specifications or the Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three (3) years after final settlement under this Contract, shall preserve and make available to AHFC at all reasonable times at the office of the Contractor, all its books, records, documents, and other evidence bearing on the cost and expenses of the Contractor under this Contract and relating to the work terminated hereunder.

ARTICLE 12. TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by AHFC in accordance with this section in whole or in part, whenever, for any reason AHFC, through its Contracting Officer or Contract Administrator, shall determine that such termination is in the best interest of AHFC. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying termination is for the convenience of AHFC, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by the Contract Administrator, the Contractor shall:

A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

B. Place no further orders or subcontracts or provide no further services, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;

C. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

D. With the approval or ratification of the Contract Administrator, to the extent they may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or in part, in accordance with the provisions of the Contract;

E. Submit to the Contract Administrator a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contract Administrator;

F. Transfer to the Contract Administrator the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to AHFC; and

G. Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which AHFC has or may acquire any interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable cost under this clause.

When AHFC orders termination of work under this Contract effective on a certain date, all completed units of work within each pay item as of that date will be paid for at the Contract unit price, if any, subject to the express limitations applying to cost reimbursement as outlined below. Payment for partially completed work will be made either at agreed prices or by time and materials methods as described in this Contract, subject to the express limitations applying to cost reimbursement as outlined below.

After receipt of a Notice of Termination, the Contractor shall submit to the Contract Administrator, its claim for additional damages or costs not covered above or elsewhere in this Contract. The intent of negotiating this claim would be an equitable settlement figure to be reached with the Contractor. In no event, however, will the following costs or damages be deemed reimbursable, and the Contractor expressly waives any right or entitlement to claim for such costs or damages:

A. Loss of anticipated profits, including any claim for damages flowing from such loss of anticipated profits;

B. Any profit on the completed portions of the Contract, if AHFC reasonably determines that the Contractor would have incurred a loss had the entire Contract been completed;

C. Any costs associated with bid preparations;

D. Any costs associated with general and administrative expenses (G&A), or any other indirect cost, as defined in 48 CFR 31.203(10-1-96), as amended, not expressly identified herein;

E. Any legal fees incurred in conjunction with the Contractor's performance on the Contract including, but not limited to, legal fees incurred in conjunction with the preparation of any claim, incurred prior to the effective date of the termination for convenience; and

F. Any costs associated in any way with the Contractor's preparation of its termination for convenience settlement claim including, but not limited to, legal fees, expert fees, accounting fees, copying fees, or any other direct or indirect cost associated with the preparation of the settlement claim.

The Contractor's termination claim shall be submitted promptly, but in no event later than ninety (90) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator upon request of the Contractor made in writing within the ninety (90) day period. Upon failure of the Contractor to submit its termination claim within the

time allowed, the Contract Administrator may determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and will thereupon pay to the Contractor the amount so determined.

The Contractor and the Contract Administrator may agree upon whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this section. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount.

In the event of the failure of the Contractor and the Contract Administrator to agree in whole or in part, as provided herein, as to the amounts with respect to costs to be paid to the Contractor in connection with the termination of work, the Contract Administrator will determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and will pay the Contractor the amount determined as follows:

A. All costs and expenses reimbursable in accordance with the Contract not previously paid to the Contractor for the performance of the work prior to the effective date of the Notice of Termination;

B. So far as not included under Paragraph A. above, the cost of settling and paying claims arising out of the termination of work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract. However, in no event shall the Contractor be entitled to legal fees or other costs associated with the pursuit or defense of any claims associated with work performed under such subcontracts.

C. The reasonable costs of settlement with respect to the terminated portion of the Contract, to the extent that these costs have not been covered under the payment provisions of the Contract.

ARTICLE 13. ADDITIONAL REQUIREMENTS

A. Additional Bases For Default:

1. AHFC may declare the Contractor to be in default in any situation where it determines that the Contractor has breached any provision of this Contract, including but not limited to any of the following reasons:
   a. Failure of the Contractor to begin work within the time specified in the Contract or as otherwise specified by AHFC;
   b. Failure of the Contractor to perform the work with sufficient labor, equipment, or material to insure the timely completion of the work in accordance with the Contract's requirements;
   c. Unsatisfactory performance of the work;
   d. Failure or refusal of the Contractor to remove material, or remove and replace any work rejected as defective or unsatisfactory;

e. Discontinuance of the work without approval by AHFC;

f. Failure of the Contractor to resume work, which has been discontinued, within a reasonable time after notice by AHFC to do so;

g. Insolvency or bankruptcy of the Contractor;

h. Any assignment of this Contract by the Contractor for the benefit of creditors;

i. Failure or refusal of the Contractor to, within ten (10) days of payment by AHFC, make payments or show cause why payment should not be made, of any amounts due by the Contractor for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered; or

j. Failure by the Contractor to protect, repair, or pay for any damages or injuries to persons or property.

k. Failure by Contractor to remove from the job site any personnel of the Contractor or its subcontractors whom the Contract Administrator determines to be incompetent, dishonest, careless, inexperienced in work he/she is responsible for performing, negligent or uncooperative.

2. AHFC may declare default and terminate the Contract, in whole or in part, for any reason set forth above, or any other reason permitted under this Contract or by law, by providing written notice of such to the Contractor.

3. If the Contract is terminated for default, AHFC may, in addition to any other rights and remedies provided in this Contract, require the Contractor to transfer title and deliver immediately, in a manner required by AHFC, such partially completed work, including where applicable, reports, working papers and other documents that the Contractor, or its agents or subcontractors, have produced or acquired in its performance of the Contract. Payment for partially completed work shall be made in an amount deemed reasonable and appropriate by AHFC. AHFC may withhold from such payments amounts deemed necessary by AHFC to offset against additional costs or loss reasonably anticipated to occur.

4. The rights and remedies set forth in this article are in addition to any and all other rights and remedies available to AHFC under this Contract and law.

5. AHFC's failure to exercise any right or remedy provided under the Contract shall not constitute a waiver of AHFC's rights and remedies in the event of any breach of Contract, default or subsequent event of breach of Contract or default. Consent or notice by AHFC for one event may not be construed as consent or notice in the future.

ARTICLE 14. SUBCONTRACTS AND ASSIGNMENTS

A. In addition to the requirements set forth in the General Conditions for Non-Construction Contracts (Section I - HUD Form 5370-C), any assignment consented to by AHFC shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee expressly agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. AHFC retains the sole and absolute right to withhold its consent for any requested assignment for any reason whatsoever. Any assignment entered into without AHFC's prior written consent shall be void.

B. The Contractor shall not enter into any subcontract with any person or entity to perform all or any part of the work required under this Contract without first receiving the prior written consent of AHFC. AHFC retains the sole and absolute right to withhold its consent for approval of any proposed subcontractor for any reason deemed by AHFC to be in its best interest.

ARTICLE 15. JURISDICTION AND VENUE

This Contract is governed by the laws of the State of Alaska. Any judicial action between the Contractor and AHFC arising out of this Contract shall be under the jurisdiction of and heard by the District or Superior Court, Third Judicial District at Anchorage, State of Alaska. Disputes will be governed by any applicable provisions of AHFC regulations, and the Disputes section, Article 11, of this Supplement to General Conditions of this Contract.

BID FORM

SUBMITTED BY:

(Name of Individual or Business Submitting Bid)

Telephone:_____

Email: _____

SUBMITTED TO: Alaska Housing Finance Corporation
P.O. Box 101020
Anchorage, Alaska 99510

BID

The undersigned has familiarized himself/herself with the Contract documents which include: Invitation for Bid; Instructions to Bidders (HUD-5369-B); Supplement to Instructions to Bidders; General Conditions for Non-Construction Contracts; (Section I -HUD-5370-C); Scope of Work; Bid Form, and all required attachments; and all Addenda and Modifications. The undersigned further agrees to furnish all supervision, technical personnel, labor, materials, equipment, tools and machinery, transportation, and all other facilities, items or services necessary or required, whether temporary or permanent, to comply and perform things necessary or required for the completion of the work for the amounts stated below. The undersigned further agrees that the offer may not be withdrawn for thirty (30) days after the date of the bid opening and that a Contract between the Bidder and AHFC is formed upon AHFC's acceptance of this bid set forth herein. The undersigned agrees that the AHFC may accept this bid by signing below or by sending to the Bidder a Notice to Proceed within thirty (30) days of the date bids are opened.

In calendar year 2015, AHFC spent approximately $135,000 in pest control services and supplies. AHFC is not obligated to spend up to this estimate and may exceed it if the need occurs

Bidder must provide a list of pest control services and supplies with published pricing in response to this Invitation to Bid.

SERVICES:

Item No.	Location	Bid on this location? Y or N	Discount from published rate of Services (-0- is an option)
1	Anchorage		%
2	Bethel		%
3	Cordova		%
4	Fairbanks		%
5	Juneau		%
6	Ketchikan		%
7	Kodiak		%
8	Nome		%
9	Seward		%
10	Sitka		%
11	Valdez		%
12	Wasilla		%
13	Wrangell		%

SUPPLIES:

Item No.	Location	Bid on this location? Y or N	Discount from published rate of Supplies (-0- is an option)
1	Anchorage		%
2	Bethel		%
3	Cordova		%
4	Fairbanks		%
5	Juneau		%
6	Ketchikan		%
7	Kodiak		%
8	Nome		%
9	Seward		%
10	Sitka		%
11	Valdez		%
12	Wasilla		%
13	Wrangell		%

TRAVEL REQUIRED TO PROVIDE PEST CONTROL SERVICE:

If Bidder elects to provide pest control service to multiple regions, please complete below.

Item No.	Location	Bidder office in location? Y or N	Will Bidder require travel expenses to perform service at this location? Y or N
1	Anchorage		
2	Bethel		
3	Cordova		
4	Fairbanks		
5	Juneau		
6	Ketchikan		
7	Kodiak		
8	Nome		
9	Seward		
10	Sitka		
11	Valdez		
12	Wasilla		
13	Wrangell		

BIDDER TO NOTE THE FOLLOWING:

1. All Bidders that are responsive and responsible can enter into contract with AHFC. AHFC personnel in the geographical areas can select the bidder based on cost and/or availability.

2. Bidder must submit a list of their company's services and supplies with a cost of each service and supply with the submission of the bid form. The discount noted in the bid form will be based on the published rates. For example, if a bed bug inspection for a one bedroom unit has a published rate of $100, and the Bidder provides a 10% discount, the amount AHFC will pay is $90 for that service. Bidder may provide a discounted price at 0%, if desired.

STATEMENT OF QUALIFICATIONS

The undersigned submits, as true and correct, the following information:

1. ☐ The bidder has completed, signed and had notarized Attachment No. 1 to this Bid Form, entitled Affidavit of Disclosure of Interest.

2. ☐ The bidder has completed, signed and had notarized Attachment No. 2 to the Bid Form, entitled Affidavit of Noncollusion.

3. ☐ The bidder has attached the Representations, Certifications, and Other Statements of Bidders, Attachment No. 3.

4. ☐ The bidder has attached a listing of projects to which bidder is currently obligated or anticipates being obligated to in the near future.

5. ☐ The bidder has attached a statement of similar work performed during the three (3) years prior to the date of this bid and has provided the names and telephone numbers of persons who may be contacted as references for those projects.

6. ☐ The bidder is a corporation: Business Name _____, State in which incorporated _____, Alaska Business License Number_____, Date obtained _____(Attach copy of current Business License).

7. ☐ The bidder is a _____,
(other form of business, if not corporation)
Business Name: _____
Alaska Business License Number: _____
Date Obtained _____(Attach copy of current Business License and, if applicable, a copy of joint venture agreement.)

_____	_____
Bidder's Name	Bidder's Name
_____	_____
Address	Address
_____	_____
Company Name	Company Name
_____	_____
Address	Address
_____	_____
Fax Number	Fax Number

(If more room is needed, please complete information on a separate sheet, and attach it to this Bid Form.)

8. ☐ The bidder has paid all fees, taxes and other money due to the State of Alaska.

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

Alaska Business License Number_____
Certified Pesticide Applicator _____
Alaska General Contractors License Number _____
Date _____
Other _____ Number _____ Date _____
(Example, Electrical, Plumbing and Heating, Pest Control, Specialty, Subcontractor, etc.)

RECEIPT OF ADDENDA

Receipt of Addenda numbered _____ is hereby acknowledged.

BID SUBMITTED BY:

_____
Bidder 's Name

_____
Title

_____
Company Name

_____
Signature

_____
Street Address

_____
City State Zip Code

_____
Telephone

_____
Fax Number

Name of Contractor's
Designated Representative: _____

Contractor's Address for
receipt of any Written Notice: _____

Bidder's Seal if Bid is by
a Corporation

CORPORATE CERTIFICATION

State of _____)
_____Judicial District) ss.
Municipality of _____)

THIS IS TO CERTIFY that on this _____ day of _____, 2016, before me, the undersigned, a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, and on oath stated to me that s/he was the _____ of the corporation that executed the within foregoing bid, and acknowledged the said bid to be a free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said bid, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year in this certificate first above written.

_____
Notary Public in and for
the State of _____

My Commission Expires:_____

ACCEPTANCE BY AHFC

On this _____ day of _____, 2016, AHFC hereby accepts the discount amounts set forth on Page __ of the Bid Form for Pest Control Services and Page __ of the Bid Form for Pest Control Supplies in the following locations_____ _____, Alaska as outlined in the Contract documents.

ALASKA HOUSING FINANCE CORPORATION

Gregory Rochon
Chief Procurement Officer

AFFIDAVIT OF DISCLOSURE OF INTEREST

STATE OF _____)
_____ JUDICIAL DISTRICT) ss.
MUNICIPALITY OF _____)

The undersigned, being first duly sworn, deposes and says:

1. My name is: _____.

2. I am submitting this bid on behalf of _____.
(Name of business entity)

3. I am the _____
(a partner or officer of the firm, etc.)
of the above named party and I am authorized and empowered to sign this statement on behalf of said entity.

4. The above named party is a bidder on the _____.

5. To the best of my knowledge and in good faith, it is my belief that the following employees or board members of AHFC have a financial, business or familial interest, direct or indirect, in or with the bidder or me: (if None, so state)

   Name:
   AHFC Position:

   Explanation of Nature of Interest: (Circle if applicable: financial, business or familial) in that: _____
   _____.

6. I am _____ am not _____ an employee of AHFC; if I have previously served AHFC as an employee, my service terminated more than twenty-four (24) months ago.

Further affiant sayeth naught.

Dated this ___ day of _____, 2016.

_____
Name of Bidder

_____
Name of Affiant

_____
Signature of Affiant

SUBSCRIBED AND SWORN to before me this ____day of _____, 2016.

_____
Notary Public in and for _____

My Commission Expires:_____

* * * * * * * * * * * * *

Agency Action

Comments:

AFFIDAVIT OF NONCOLLUSION

STATE OF _____)
_____ JUDICIAL DISTRICT) ss.
MUNICIPALITY OF _____)

_____, being first duly

sworn, deposes and says:

That he/she is _____
(a partner or officer of the firm of, etc.)
that party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against AHFC or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

_____
Signature of:
Bidder, if the bidder is an individual

_____
Partner, if the bidder is a partnership

_____
Officer, if the bidder is a corporation

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2016.

_____
Notary Public in and for
the State of _____

My Commission Expires: _____

SCOPE OF WORK

General

Contractor will establish a comprehensive pest control program that brings quality, prompt and professional services to residents at AHFC's properties. A successful Contractor must exhibit a high degree of professionalism as well as quick responsiveness to AHFC's needs.

Pest control services may include the elimination of bed bugs, cockroaches, silverfish, earwigs, ants, shrews, voles, etc.

AHFC properties

Addresses/Cities of AHFC properties can be found in Appendix A – Locations of AHFC Facilities. Units could include one (1) through five (5) bedrooms, offices, shops, community rooms, etc.

Contractor responsibilities

1. Respond to request for service within five (5) business days of notification.
2. Only allow personnel thoroughly trained, skilled, and properly authorized to complete the tasks assigned to them to work on the job.
3. Have sufficient personnel to complete the work in a timely manner.
4. Leave post-treatment notice in each occupied unit, or with AHFC staff if unit is vacant.
5. Within five (5) business days of each service, send documentation to AHFC staff. At a minimum this should include:
   a. Time of arrival and departure of the apartment(s)
   b. Pesticide application records in compliance with reporting requirements
   c. Note apartment(s) with active pest infestation (with specific pests/specific locations noted)
   d. List of apartment(s) in which the Contractor did not gain entry
   e. List of apartment(s) with housekeeping issues including clutter
   f. List of apartment(s) with maintenance issues that contribute to pest problem
   g. Follow up treatment (if any) recommended
6. Do not store or dispose of any pesticide product on AHFC premises.
7. Immediately report to AHFC untreatable units due to clutter, sanitation, or resident refusal.
8. Provide MSDS sheets for all chemicals used to the local AMP supervisor.

AHFC responsibilities

1. Provide proper notice to tenant to enter living space.
2. Respond to Contractor recommendations to keep premises clean and in good repair to exclude pests and remove potential shelter.
3. Work with residents on housekeeping issues reported by Contractor.
4. Educate staff and residents about their responsibilities to ensure the best use of the Contractor.
5. Provide the Contractor with access to living spaces and common spaces.
6. Promptly respond to request for information from the Contractor.
7. Manage and enforce award details.
8. Pay invoices in a timely manner.
9. Watch Contractor performance and inform the Contractor promptly and fully about concerns.
10. Prepare any common areas receiving pest control treatment.

Work Hours

Acceptable work hours are Monday through Friday from 8:00 a.m. until 5:00 p.m. Work hours during the weekend, holidays of beyond these acceptable hours will require advance approval from AHFC.