



**Janitorial Services Spenard Commercial and Office
26T-CD-208**

CIHA Contact Information	CONTRACTOR Contact Information
CIHA	[Name]
3510 Spenard Road	[Address]
Anchorage, Alaska 99503	[City, St. Zip]
Phone: (907) 793-3000	Phone
Main Fax: (907) 793-3070	FAX
Accounts Payable Fax: (907) 793-3077	E-Mail:
	Fed ID/SSN No.
Contracting Officer:	Contractor Contact:
Gabe Layman, President/CEO	
Name Title	Name Title

Both CIHA and _____ (Contractor) shall be collectively referred to herein as the "Parties."

1. CONTRACT TERM

The agreement shall have an initial term of three (3) years, with up to two (2) additional one (1) year renewal terms, exercisable by CIHA subject to the availability of funding, satisfactory performance, mutually agreed-upon pricing, and the written consent of both parties. Each renewal term shall automatically renew for one (1) year unless either Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

2. SCOPE OF SERVICES

Properties included in this scope:

- Main Office Building (3510 Spenard Road):
 - Monday through Friday nightly full-building service
- The Warehouse (1305 W 32nd Ave):
 - Weekly full-building service
- 3400 Spenard:
 - Upstairs: Weekly common area service
 - Downstairs: Weekly common area service
- The Annex (1501 W 36th Ave): Weekly common area service

Expectations

- Janitorial closets will be kept orderly with all supplies and equipment stored properly.
- Vendor will provide all equipment and sanitizing supplies necessary to perform the duties described within the Contract and maintain an adequate inventory to ensure fulfillment of Contract. High quality antiviral products that kill germs and prevent contagious diseases should be used for cleaning.

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- An up-to-date Safety Data Sheet (SDS) Manual shall be in the main janitorial closet and easily accessible and in plain view.
- Keys will be given to the vendor. The vendor is responsible for immediately contacting the Property Manager in the event of a lost or stolen key or change of employees.
- Janitorial Staff will turn off all lights and lock all doors when janitorial services are complete. Doors that are left unlocked by Tenant must remain unlocked.
- Harmony between Janitorial Staff and Tenants will be maintained. Requests for special janitorial services by the Tenant will be assigned by the Building Management team. Vendor will report any requests or complaints made by the Tenants to the Building Management Team.

MAIN OFFICE BUILDING – 3510 SPENARD ROAD

Monday through Friday nightly full-building service.

1. 3510 Spenard Nightly Services (Monday through Friday)

- A. Empty all trash, replace with clean properly fitting liners, and wash receptacles as needed.
- B. Empty recycling bins for paper, cans, and plastics and replace liners as needed in the following locations: both kitchens, 1st floor conference room ,and executive conference room)
- C. Carpeted areas (including stairs and elevator) are to be vacuumed thoroughly, with light spot cleaning where needed. Vacuum walk-off mats. Any furniture that is moved for cleaning purposes must be moved back to the original spot and placed in a neat and orderly manner.
- D. All hard surface floors are vacuumed/swept and mopped each night with sanitizing cleaner.
- E. Door thresholds and floor transition tracks are to be swept and/or vacuumed, including building entrances/exit doors. Thresholds are to be vacuumed to remove any grit or dirt that could interfere with the lock mechanism of the doors.
- F. Breakrooms, kitchens, and coffee bar areas are to be cleaned of trash; counters, sinks and tables are wiped down, and all trash cans are to be emptied and liners replaced. All cupboard doors, drawers and refrigerator handles to be sanitized.
- G. Sanitize all door handles and high-touch surfaces in the building.
- H. Wipe clean any fingerprints from glass doors, door frames and trim, elevators, and inside elevators.
- I. Wipe clean and sanitize all handrails.
- J. Wipe clean/sanitize reception desk and lobby countertops.
- K. Wipe clean/sanitize all conference room furniture (tables and chairs).
- L. Wipe clean and sanitize water fountain.
- M. Restrooms
 1. Clean and polish sinks, dispensers, and all chrome fixtures.
 2. Empty and clean disposals in stalls.
 3. Clean mirrors and frames.
 4. Sanitize floors; clean tile grout as needed.
 5. Sanitize toilets, toilet seats and urinals.
 6. Sanitize door handles and faucets.
 7. Clean and wipe down stall walls.
 8. Replenish bathroom toilet paper, paper towels, hand soap, seat liners, sanitary napkin disposal bags with appropriate commercial grade products, and ensure all products are correct size to fit dispensers and all units are operating properly.
 9. Empty trash and replace can liners.
- N. Summer only: Sidewalks and curbs directly outside the entry doors to be swept.
- O. Nightly services: pick up all trash around the outside trash receptacles.
- P. Clean the immediate area (25 feet) outside all entrance and exit doors. Properly cleaned areas outside entrance and exit doors shall be free from all cigarette butts, trash, litter, or any other foreign matter.

2. 3510 Spenard Weekly Services

- A. Clean basement, including but not limited to: Vacuum stairs, dust records storage area and sweep/clean floor and stairs, empty and remove trash.
- B. Dust all tables, file cabinets, and bookshelves that can be dusted without disturbing items.
- C. Janitorial closets floors are to be swept and mopped with all trash removed and dumped.
- D. Clean all office desks without disturbing items on desks. Vacuum/spot clean office chairs as necessary.
- E. Sanitize vending machine surfaces.
- F. Vacuum lobby furniture and spot clean as needed.
- G. Remove trash from sidewalks, landscaping and parking lots.

3. 3510 Spenard Monthly Services

- A. Dust all office doors, top and bottom.
- B. Damp wipe any leather or plastic covered furniture.
- C. Dust and polish door kick plates.
- D. Dust picture frames, and clean glass frames.
- E. Wash all interior windows including re-lights and window panels in office doors.
- F. Dust all ledges.
- G. Damp wipe baseboards.
- H. Clean dust from corners of carpeted areas.
- I. Restrooms
 - 1. Clean all wall surfaces around the sinks, including soap dispensers.
 - 2. Scrub and sanitize tiles surrounding the toilets and urinals.
 - 3. Wipe down doors to include doorknobs.
 - 4. Sanitize all trash containers.

4. 3510 Spenard Semi-Annual Services

- A. Clean all interior can light fixtures and fluorescent lamp tubes.
- B. Carpet cleaning to be performed in all offices and common areas to manufacturer's specifications.
- C. Clean exterior of all air vents.

THE WAREHOUSE - 1305 W 32ND AVE

Weekly full building service.

1. 1305 W 32nd Avenue Weekly Service

- A. Empty all trash, replace with clean properly fitting liners, and wash receptacles as needed.
- B. Carpeted areas (including stairs, entry, hallway, and offices) are to be vacuumed thoroughly, with light spot cleaning where needed. Vacuum walk-off mats. Any furniture that is moved for cleaning purposes must be moved back to the original spot and placed in a neat and orderly manner.
- C. Sanitize locker room floors, including sweeping and mopping.
- D. Sanitize all door handles and high-touch surfaces in the building.
- E. Wipe clean and sanitize all handrails.
- F. Restrooms
 - 1. Clean and polish sinks, dispensers, and all chrome fixtures.
 - 2. Empty and clean disposals in stalls.
 - 3. Clean mirrors and frames.
 - 4. Sanitize floors; clean tile grout as needed.
 - 5. Sanitize toilets, toilet seats and urinals.
 - 6. Sanitize door handles and faucets.
 - 7. Clean and wipe down stall walls.

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8. Replenish bathroom toilet paper, paper towels, hand soap, seat liners, sanitary napkin disposal bags with appropriate commercial grade products, and ensure all products are correct size to fit dispensers and all units are operating properly.
9. Empty trash and replace can liners.

G. Janitorial closets floors are to be swept and mopped with all trash removed and dumped.

2. 1305 W. 32nd Avenue Monthly Services

- A. Damp wipe baseboards.
- B. Clean dust from corners of carpeted areas.
- C. Restrooms
 1. Clean all wall surfaces around the sinks, including soap dispensers.
 2. Scrub and sanitize tiles surrounding the toilets and urinals.
 3. Wipe down doors to include doorknobs.
 4. Sanitize all trash containers.

3. 1305 W. 32nd Avenue Semi-Annual Services

- A. Clean all interior can light fixtures and fluorescent lamp tubes.
- B. Carpet cleaning to be performed in all offices and common areas to manufacturer's specifications.

3400 SPENARD

Scope Index (click for link to scope description):

Weekly full-building common area service only. No individual suites to be included in this scope. Upstairs and downstairs common areas should be billed separately.

1. 3400 Spenard Weekly Services

- A. Empty all trash, with clean properly fitting liners, and wash receptacles as needed.
- B. Carpeted areas (including stairs and elevator) are to be vacuumed thoroughly, with light spot cleaning where needed. Vacuum walk-off mats. Any furniture that is moved for cleaning purposes must be moved back to the original spot and placed in a neat and orderly manner.
- C. All hard surface floors are vacuumed/swept and washed each night with sanitizing cleaner.
- D. Door thresholds and floor transition tracks are to be swept and/or vacuumed, including building entrances/exit doors. Thresholds are to be vacuumed to remove any grit or dirt that could interfere with the lock mechanism of the doors.
- E. Breakrooms, kitchens, and coffee bar areas are to be cleaned of trash; counters, sinks and tables are wiped down, and all trash cans are to be emptied and liners replaced. All cupboard doors, drawers and refrigerator handles to be sanitized.
- F. Sanitize all door handles and high-touch surfaces in the building.
- G. Wipe clean any fingerprints from glass doors, door frames and trim, elevators, and inside elevators.
- H. Wipe clean and sanitize all handrails.
- I. Wipe clean/sanitize all conference room furniture (tables and chairs).
- J. Wipe clean and sanitize water fountain.
- K. Restrooms
 1. Clean and polish sinks, dispensers, and all chrome fixtures.
 2. Empty and clean disposals in stalls.
 3. Clean mirrors and frames.
 4. Sanitize floors; clean tile grout as needed.
 5. Sanitize toilets, toilet seats and urinals.
 6. Sanitize door handles and faucets.
 7. Clean and wipe down stall walls.

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8. Replenish bathroom toilet paper, paper towels, hand soap, seat liners, sanitary napkin disposal bags with appropriate commercial grade products, and ensure all products are correct size to fit dispensers and all units are operating properly.
9. Empty trash and replace can liners.
- L. Summer only: Sidewalks and curbs directly outside the entry doors to be swept.
- M. Remove trash from sidewalks and parking lot.

2. 3400 Spenard Monthly Services

- A. Dust and polish door kick plates.
- B. Dust high partitions, ledges and/or moldings, picture frames, and clean glass frames.
- C. Wash all interior windows including re-lights and window panels in office doors.
- D. Damp wipe baseboards.
- E. Clean dust from corners of carpeted areas.
- F. Restrooms
 1. Clean all wall surfaces around the sinks, including soap dispensers.
 2. Scrub and sanitize tiles surrounding the toilets and urinals.
 3. Wipe down doors to include doorknobs.
 4. Vacuum and dust air vents.
 5. Sanitize all trash containers.

3. 3400 Spenard Semi-Annual Services

- A. Clean all interior can light fixtures and fluorescent lamp tubes.
- B. Carpet cleaning to be performed to manufacturer's specifications.
- C. Clean exterior of all air vents.

THE ANNEX – 1501 W 36TH AVE

Weekly common areas service only.

1. 1501 W 36th Ave Weekly Services

- A. Empty all trash with clean properly fitting liners, and wash receptacles as needed.
- B. Carpeted areas (including stairs and elevator) are to be vacuumed thoroughly, with light spot cleaning where needed. Vacuum walk-off mats. Any furniture that is moved for cleaning purposes must be moved back to the original spot and placed in a neat and orderly manner.
- C. All hard surface floors are vacuumed/swept and washed each night with sanitizing cleaner.
- D. Door thresholds and floor transition tracks are to be swept and/or vacuumed, including building entrances/exit doors. Thresholds are to be vacuumed to remove any grit or dirt that could interfere with the lock mechanism of the doors.
- E. Sanitize all door handles and high-touch surfaces in the building.
- F. Wipe clean any fingerprints from glass doors, door frames and trim, elevators, and inside elevators.
- G. Wipe clean and sanitize all handrails.
- H. Wipe clean/sanitize reception desk and lobby countertops.
- I. Wipe clean/sanitize all conference room furniture (tables and chairs).
- J. Wipe clean and sanitize water fountain.
- K. Restrooms
 1. Clean and polish sinks, dispensers, and all chrome fixtures.
 2. Empty and clean disposals in stalls.
 3. Clean mirrors and frames.
 4. Sanitize floors; clean tile grout as needed.
 5. Sanitize toilets, toilet seats and urinals.
 6. Sanitize door handles and faucets.
 7. Clean and wipe down stall walls.

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8. Replenish bathroom toilet paper, paper towels, hand soap, seat liners, sanitary napkin disposal bags with appropriate commercial grade products, and ensure all products are correct size to fit dispensers and all units are operating properly.
9. Empty trash and replace can liners.
- L. Janitorial closets floors are to be swept and mopped with all trash removed and dumped.
- M. Summer only: Sidewalks and curbs directly outside the entry doors to be swept.
- N. Remove trash from sidewalks and parking lots.

2. 1501 W 36th Ave Monthly Services

- A. Dust all office doors, top and bottom.
- B. Dust and polish door kick plates.
- C. Dust high partitions, ledges and/or moldings, picture frames, and clean glass frames.
- D. Wash all interior windows including re-lights and window panels in office doors.
- E. Damp wipe baseboards.
- F. Clean dust from corners of carpeted areas.
- G. Restrooms
 1. Clean all wall surfaces around the sinks, including soap dispensers.
 2. Scrub and sanitize tiles surrounding the toilets and urinals.
 3. Wipe down doors to include doorknobs.
 4. Sanitize all trash containers.

2. 1501 W 36th Ave Semi-Annual Services

- A. Clean all interior can light fixtures and fluorescent lamp tubes.
- B. Carpet cleaning to be performed in all offices and common areas to manufacturer's specifications.
- C. Clean exterior of all air vents.

3. TERM AND TERMINATION, RIGHTS AND REMEDIES

3.1. **Termination without Cause** - This Contract may be terminated by mutual consent of both Parties, or by either party upon thirty (30) days' written notice. Because circumstances may arise requiring **CIHA** to discontinue a program or project to which Contractor's activities relate, it is necessary for **CIHA** to have the right to terminate this Contract with Contractor without cause. Therefore, Contractor agrees that **CIHA** may at any time upon thirty (30) days' written notice terminate this Contract without cause and reimburse Contractor as described in Paragraph 4.3.

3.2. **Termination for Cause** - **CIHA** by written notice of default to the Contractor may terminate the whole or any part of this Contract if the Contractor:

- a. Fails to provide services required by this Contract within the time specified or any extension agreed to by **Contractor**; or
- b. Fails to perform any of the other provisions of this Contract, or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms.

3.3. **Rights Upon Termination** - In the event of termination under this Contract, Contractor shall not have any claim for damages but has the following rights and responsibilities:

- a. Contractor will be responsible for the demobilization of the crews, equipment, and materials of Contractor, if necessary.
- b. **CIHA** will pay Contractor, on a pro rata basis for the portions of Work completed and materials delivered in accordance with the Contract prior to the notice, provided that,

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Contractor shall provide **CIHA** with a detailed, written report of the Work performed thereunder to the date of termination.

- c. Any other reasonable costs incidental to the termination of the Contractor Contract, provided that **CIHA** has authorized these costs before the Contractor incurs them.

4. **COMPENSATION AND MANNER OF PAYMENT**

4.1. **Fees for Work**

Contractor shall provide separate invoices for each of the four properties. Invoices should clearly indicate dates of service. The following special considerations should be included:

- **3400 Spenard**: Contractor should break out services for the upstairs and downstairs.
- **Supplies**: All supplies should be invoiced on a reimbursable basis. Invoices for supply reimbursements should be on a by-property basis and should clearly describe each item and its cost. Receipts should be provided as backup to any invoice that includes supply reimbursement.

Invoices are to include the contract control number, date(s), and a list of exact services performed, within thirty (30) days from the end of the monthly billing period.

Invoices shall be sent to CIHA Accounts Payable Department by one of the following methods: 1) email to cihaap@cookinlethousing.org or 2) mail to Cook Inlet Housing Authority, Attn: Accounts Payable, 3510 Spenard Road, Anchorage, Alaska 99503.

5. **REPRESENTATIONS AND WARRANTY**

- a. **Representations** - Contractor represents that it is customarily in business of the same nature as the Work to be performed hereunder and that the Work shall comply with all federal, state and local laws and regulations.
- b. **Warranty** - Contractor warrants to **CIHA** that all Work will be of good and workmanship quality, free from faults and defects. Contractor shall correct promptly any Work of its own or its subcontractors found to be defective or not in compliance with the terms of this Contract.

6. **OWNERSHIP; PUBLICATION; REPRODUCTION; USE OF MATERIAL**

Except as otherwise provided herein, all data, documents and other copyrightable materials produced by Contractor under this Contract shall be the property of CIHA, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.

7. **INDEMNITY AND INSURANCE REQUIREMENTS**

To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold CIHA, its subsidiaries, directors, officers, agents, officials, employees and consultants (collectively, "Indemnified Parties") harmless from and against all claims or loss, including without limitation any and all demands, suits, expenses, damages, fines, charges, liens, actions or liability of any nature, kind or character whatsoever, and including without limitation, claims or loss resulting from injury, death, economic loss, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, attorneys' fees, costs or expenses or any other kind of loss (collectively, "claims or loss"), related to, resulting from or arising directly or indirectly out of the activities of Contractor, the performance, failure of performance or breach of any term of this

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Contract by Contractor, or by any person or entity employed by Contractor in the performance of this Contract, regardless of whether such claim or loss is caused in part by Indemnified Parties.

Contractor's responsibility for defense and indemnification extends to and includes any claim or loss alleging acts or omissions by Indemnified Parties that are said to have contributed to the claim or loss. However, Contractor shall not be required to indemnify an Indemnified Party for any claim or loss that results from the sole negligence or willful misconduct of the Indemnified Party.

In any and all claims against the Indemnified Parties by any employee of Contractor, anyone directly employed by Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Contractor agrees that as part of any subcontract, its subcontractor shall provide assurance of defense and indemnity in CIHA's favor that are identical in scope as those assumed by Contractor under the terms of this Contract.

The requirement of any insurance required of Contractor under this Contract shall not limit Contractor's indemnification responsibilities under this section in any way.

8. **INSURANCE AND LIABILITY**

8.1. **Insurance**

Without limiting the Contractor's indemnification responsibilities, it is agreed that Contractor shall purchase, at its own expense, and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Such policies shall be primary to any policies held by CIHA.

Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, CIHA shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Manager of Procurement prior to fully executing the Contract, and as a condition of payment, Contractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under the Contract, whether the operations are by Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

Contractor's insurance shall name CIHA as additional insured, except for Worker's Compensation. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statutes Title 21. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services. All insurance companies obligated under the following described policies must have a best rating of "A - VII" or better as identified in the A.M. Best Insurance Rating Guide, most recent edition.

8.2. **Minimum Limits of Liability**

Contractor shall maintain with a company satisfactory to CIHA at least the limits of liability set forth below. The requirements of this section shall not limit Contractor's indemnification responsibilities as provided in the Contract.

- a. **Worker's Compensation and Employers' Liability**: The Contractor shall provide and

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maintain, for all employees engaged in work under this Contract, coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. This policy must waive subrogation against CIHA.

- i. Workers Compensation - Statutory limits
 - ii. Employers Liability - \$1,000,000 Each Accident, \$1,000,000 Disease - Each Employee; \$1,000,000 Disease - Policy Limits
- b. Commercial General Liability Insurance: Covering all business premises used by and operations conducted by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence. This policy must waive subrogation against CIHA.
- i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 General Aggregate
 - iii. \$2,000,000 Products/Completed Operations Aggregate
 - iv. \$1,000,000 Personal and Advertising Injury
 - v. \$50,000 Fire Damage Legal Liability (any one fire)
 - vi. \$5,000 Medical Expense (any one person)
- c. Commercial Automobile Liability Insurance: Covering all vehicles, owned, hired or non-owned, used by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit of bodily and property damage. This policy must waive subrogation against CIHA.

9. CONFLICT OF INTEREST AND CONFIDENTIALITY

9.1. **Confidentiality** - All information obtained by Contractor from CIHA related in any way to the Contract or Work to be performed there under is confidential and proprietary to CIHA. Contractor shall not use or re-disclose such confidential information for any purpose other than the performance of the Contract. CIHA shall retain ownership of all confidential information disclosed to the Contractor and upon written request by CIHA; Contractor shall return to CIHA all such confidential information. The return of the information shall not terminate any of Contractor's obligations hereunder. Contractor shall be responsible for any breach by its employees or subcontractors of this section and the resulting damages.

9.2. **Conflict of Interest**

- a. Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between Contractor's family, business, or financial interests and his/her services under this Contract, and in the event of change in either his/her private interests or services under this Contract, he/she will inform **CIHA's Procurement Manager** regarding possible conflict of interest, which may arise as a result of such change.
- b. Except as to the regular operation of Contractor business, during the term of this Contract, the Contractor, its employees and its agents who are privileged **to gain access to** confidential information, will not enter into any activity, employment, or business arrangement which conflicts or competes with the business interests of **CIHA**, its subsidiaries, parents or affiliates, or with Contractor obligations under this Contract. In addition to the foregoing, Contractor shall not, for any reason:
 - i. Use his/her status as a Contractor of **CIHA** to obtain for his/her personal use, any loans, goods, services, cash, employment, or other benefits from any person or entity on terms which would not otherwise be available to him/her;
 - ii. Make any statement or perform any act intended to advance the interests of any

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competitor of **CIHA** in any way that could materially and adversely affect **CIHA**;
or

- iii. Solicit any employee of **CIHA** to join him/her in the formation or operation of any business intended to compete with **CIHA** or solicit the possible future employment of such employee by any such business.

In the event of doubt concerning the applicability of any of the foregoing to any proposed activity by Contractor, Contractor before engaging in such activity shall consult with **CIHA's Procurement Manager** before engaging in the proposed activity. The duty of **CIHA** and Contractor to maintain confidentiality of information under this Section continues beyond the term of this Contract, or any extensions or renewals of same.

10. **ENTIRE CONTRACT**

This Contract represents the entire agreement between the Parties superseding any prior or concurrent Contracts as to the services being provided, and no oral or written terms or conditions, which are not contained in this Contract, shall be binding. This Contract may only be amended by written consent of the Parties and made a part of this Contract.

11. **NOTICES**

Any notice required pertaining to the subject matter of this Contract shall be made in writing for delivery in person or by mail, properly addressed to each party to whom given, with postage and charges prepaid, to the individual named and at the address listed on page one (1) of this contract. A notice shall be deemed given only when received by the party to whom such notice is directed, except that any notice given by registered or certified mail, or by facsimile, shall be deemed given to and received by the party to whom directed within twenty- four (24) hours after such notice is sent, or when actually received, whichever occurs first.

12. **ASSIGNMENT**

Neither this Contract nor any rights, duties or interest hereunder shall be assigned by any party without the prior written consent of the other(s). The preceding notwithstanding, this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective partners, successor and assigns.

13. **FORCE MAJEURE**

CIHA and Contractor shall not be liable for their respective failure to perform any of their obligations under the Contract if prevented from performing such obligations by a cause beyond their reasonable control which, by the use of due diligence, CIHA or Contractor, as the case may be, shall not have been able to overcome, including but not limited to, acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non- action of the United States government, and including changes in existing legislation affecting the subject matter of this Contract.

14. **ATTACHMENTS**

The following attachments are included and made a part of this Contract:

- A. Request for Proposal 26T-CD-208
- B. Addend(a/um) if any [include addendum number and date]
- C. Contractor's Proposal, dated _____

15. CONTROLLING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the state of Alaska. Any legal action arising out of or relating to this Contract shall be brought and heard only in a state or federal court located in Anchorage, Alaska. Both Contractor and **CIHA** submit to the personal jurisdiction of these courts and waive any right to change or challenge the venue specified above.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in and hereby agree to its terms and conditions. This Contract is effective the date of the signature of CIHA herein.

CONTRACTOR:

Print Name

Title

Date

OWNER:

COOK INLET HOUSING AUTHORITY

Print Name

Title

Date

SAMPLE