

December 23, 2020

Sent via E-mail

To:

Yukon Koyukuk School District
Bering Strait School District
Northwest Arctic Borough School District
Lake and Peninsula School District
Lower Kuskokwim School District
Norton Sound Health Corporation

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RE: Notice of Intent to Award SFY 2021 Teacher Housing and Health Professional, Public Safety Officer Housing Program (THHP) Grant Funds

Dear Applicants,

The Alaska Housing Finance Corporation (AHFC) announces its "Intent to Award" funding from the SFY2021 THHP funds to the applicants listed below. The dollar amounts shown below represent the maximum amount awarded to each project and may be reduced if AHFC determines project viability can be achieved with a lesser amount.

This serves as formal notice of AHFC's intent to award the funds identified below subject to the required appeals processes identified in 15 AAC 150.220, and any required environmental reviews under 24 CFR Part 92.352. The award amounts listed below may include a soft loan with AHFC. Once the appeals process is completed, these applicants will be notified of any additional conditions or clarifications that will need to be addressed before a formal funding commitment is executed by AHFC.

For those applicants that passed the threshold for funding but did not rank high enough to be fully funded, a waiting list will be established for any returned or recaptured THHP funds prior to the SFY 2021 application cycle.

This Notice of Intent to Award is not a funding commitment.

Project	Applicant	Total Award Amount	Grant Portion	Loan Portion
Koyukuk Teacher Housing Duplex	Yukon Koyukuk School District	\$500,000	\$500,000	\$0.00
Savoonga Teacher Housing	Bering Strait School District	\$500,000	\$333,094	\$166,906
Kivalina Replacement School Teacher Housing	Northwest Arctic Borough School District	\$443,631	\$443,631	\$0.00
Igiugig Teacher Housing Duplex	Lake and Peninsula School District	\$500,000	\$500,000	\$0.00

Under 15 AAC 150.220, an interested party may protest the proposed award of a contract or grant agreement. The protest must be in writing and must include at least the following information:

- A. The name, address, and telephone number of the protester;
- B. The signature of the protester or the protester's designated representative;
- C. Identification of the solicitation, contract, or grant agreement at issue;
- D. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- E. The form of relief requested.

The protest must be received by AHFC within twelve (12) *calendar days* of this notice. The deadline for receiving protests related to this notice will be, January 4, 2021 at 4:30 p.m. (Anchorage time). Subsequent to completion of any appeal processes required under 15 AAC 150.220 AHFC will forward a Grant Agreement, for execution, to each successful applicant. This agreement will outline specific Grantee responsibilities in accordance with representations made in your application, as well as applicable Federal and/or State programmatic requirements.

As identified in the application package, **recipients of AHFC grant funds** must provide evidence that they possess required insurance coverage prior to AHFC's execution of the Grant Agreement. In preparation for execution of the Grant Agreement, please provide evidence that you possess all of the applicable insurance coverage listed below. If you are unfamiliar with obtaining the required insurance or have questions regarding insurance, please contact Betty Zaragoza (bzaragoza@ahfc.us) in AHFC's Risk Management department at 907-330-8145.

The Grantee will provide and maintain the following:

1. **Workers' Compensation Insurance** for all employees of the Grantee engaged in work under the Agreement, Workers' Compensation Insurance as required by AS 23.30.045. The Grantee will be responsible for ensuring that any contractor who directly or indirectly provides services under this Agreement has adequate Workers' Compensation insurance for its employees. This coverage must include statutory coverage for 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.

2. **Comprehensive (Commercial) General Liability Insurance** with coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable and will include premises-operation, products/completed operation, broad form property damage, blanket contractual and personal injury coverage.
3. **Comprehensive 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 the Grantee does not own any automobiles, Grantee 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.
4. **Umbrella or Excess Liability Insurance** 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. Grantee 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.
5. **Professional Liability Insurance** if applicable, covering all errors, omissions or negligent acts of the Grantee, its contractors or anyone directly or indirectly employed by them, made in the performance of this Agreement which results in financial loss to the State. Limits required are \$1,000,000.
6. **Certificates of Insurance** stating the insurance company, type of coverage, limits, effective date, expiration date, additional insured, and waiver of subrogation must be furnished to AHFC prior to execution of the Grant Agreement by AHFC, and must provide for a thirty (30) day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of the contract and grounds for termination of the agreement pursuant to 15 AAC 154.820.

If you have questions regarding this Notice of Intent to Award or the ranking of your application, please contact Regan Mattingly at 907-330-8235, rmattingly@ahfc.us.

Sincerely,



Daniel Delfino
Director, Department of Planning and Program Development