

## ATTACHMENT C



### Investment Services 25P-FI-223

CIHA Contact Information	CONTRACTOR Contact Information
Cook Inlet Housing Authority (CIHA)	[Name]
3510 Spenard Road	[Address]
Anchorage, Alaska 99503	[City, St. Zip]
Phone: (907) 793-3000	Phone
Email: <a href="mailto:Procurement@cookinlethousing.org">Procurement@cookinlethousing.org</a>	Email:
A/P Email: <a href="mailto:CIHAap@cookinlethousing.org">CIHAap@cookinlethousing.org</a>	Fed ID/SSN No.
Contracting Officer:	Contractor Contact:
Rashaad Esters, Procurement Manager	
Name Title	Name Title

Both Cook Inlet Housing Authority (CIHA) and \_\_\_\_\_ (Contractor) shall be collectively referred to herein as the "Parties."

#### 1. CONTRACT TERM

The contract will be in effect for a period of two (2) years with an option to extend for three (3) additional one (1) year terms based on satisfactory performance, mutual consent and agreed upon pricing. The option extensions shall automatically renew for one (1) year unless either party gives written notice thirty (30) days prior to the expiration thereof.

#### 2. SCOPE OF SERVICES

The Contractor shall provide professional investment banking services to support CIHA in evaluating, structuring, and executing financial strategies and transactions. Services will be performed in accordance with industry standards, applicable laws and regulations, and in the best interests of CIHA. The Contractor shall furnish all expertise, labor, and resources necessary to perform the tasks described below.

##### a. **Custodial Services**

Safekeeping of assets, account statements, trade confirmations and reporting.

##### b. **Investment Management**

On a non-discretionary basis, manage or facilitate investment in an array of investments including but not limited to CD's, market mutual funds, and money market funds in compliance with CIHA's investment policy statements.

## **ATTACHMENT C**

c. **Cash Management**

Provide for cash sweep program to manage otherwise uninvested cash, offering competitive yields on money market funds.

d. **Advisory Services**

As requested, provide capital market projections and recommendations for investment policies to better align the portfolio with objectives, risk tolerance, and regulatory constraints.

e. **Other Services Offered**

If the proposer has any other alternative or supplemental services that could enhance value or be of interest to CIHA, please describe as part of the response to this RFP. The costs of such services should also be stated.

### **3. CONTRACTOR RELATIONSHIP**

Contractor will act as a Contractor under this contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of CIHA due to this contract and therefore, the Contractor is not entitled to any medical, dental, or other insurance benefits. The Contractor will provide the services and achieve the results specified by CIHA free from direction or control of CIHA as to means and methods of performance.

### **4. TERM AND TERMINATION, RIGHTS AND REMEDIES**

4.1 **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.

4.2 **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:

- i. Fails to provide services required by this Contract within the time specified or any extension agreed to by Contractor; or
- ii. 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.

4.3 **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:

- i. Contractor will be responsible for the demobilization of the crews, equipment, and materials of Contractor, if necessary.
- ii. 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, Contractor shall provide CIHA with a detailed, written report of the Work performed thereunder to the date of termination.
- iii. Any other reasonable costs incidental to the termination of the Contractor Contract, provided that CIHA has authorized these costs before the Contractor incurs them.

## **ATTACHMENT C**

### **5. COMPENSATION AND MANNER OF PAYMENT**

#### **5.1 Fees for Work**

- a. Contractor shall invoice CIHA for Work performed and will be paid for Work rendered as described in Contractor's Quote dated [insert date].
- b. Invoices for services performed will be submitted monthly to CIHA. Payment of invoices is due and owing thirty (30) days from the receipt of the invoice. Contractor shall keep an accurate record of all hours worked and shall include an accurate accounting of it on each monthly invoice. In addition, a written monthly report shall be attached, describing program activities for the month. Invoices shall reference CIHA's contract control number and the name of the CIHA employee requesting services.
- c. Invoices shall be sent to Cook Inlet Housing Authority by one of the following methods:  
1) email to [cihaap@cookinlethousing.org](mailto:cihaap@cookinlethousing.org); or 2) mail to Cook Inlet Housing Authority, c/o 3510 Spenard Road, Anchorage, AK, 99503

### **6. REPRESENTATIONS AND WARRANTY**

- 6.1 **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.
- 6.2 **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.

### **7. 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.

### **8. 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 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

## ATTACHMENT C

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.

### 9. **INSURANCE AND LIABILITY**

#### 9.1 **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 and noncontributory 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.

#### 9.2 **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.

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

## ATTACHMENT C

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
- ii. 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)
- iii. 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.
- iv. Professional Liability Insurance: Covering all errors, omissions or negligent acts in the performance of services under this contract. Limits required per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$100,000	\$250,000 per Occurrence/Annual Aggregate
\$100,000 - \$499,999	\$500,000 per Occurrence/Annual Aggregate
\$500,000 - \$999,999	\$1,000,000 per Occurrence/Annual Aggregate
\$1,000,000 – or over	Refer to Manager of Procurement

## 10. CONFLICT OF INTEREST AND CONFIDENTIALITY

10.1 **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.

### 10.2 **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. 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

## **ATTACHMENT C**

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 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.

### **11. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall post in conspicuous places, accessible to employees and applicants for employment, at the location of the grant project, notices setting out the provisions of AS 18.80.220. The Contractor shall state, in all solicitations or advertisements for employees to work on this project, that the Contractor is an equal opportunity employer (EEO) and that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall include the provisions of this EEO article in every subcontract relating to this contract and shall require the inclusion of these provisions in every agreement entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor.

### **12. 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.

### **13. 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.

## **ATTACHMENT C**

### **14. 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.

### **15. 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.

### **16. ATTACHMENTS**

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

- A. Request for Proposal 25P-FI-223
- B. Addend(a/um) if any [include addendum number and date]
- C. Contractor Proposal, dated \_\_\_\_\_

The following attachments are included and made a part of this contract by reference:

- D. Current Certificate of Insurance
- E. Current State of Alaska Business License
- F. IRS form W9
- G. Federal Debarred Report

### **17. 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.

**CONTRACTOR:**

**OWNER:**

**[CONTRACTOR NAME IN CAPS]**

**COOK INLET HOUSING AUTHORITY**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date