



REQUEST FOR PROPOSAL

RFP 26P-DF-230

Title and Escrow Services

January 2026

Prepared By:

Cook Inlet Housing Authority
Procurement Department
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Title and Escrow Services

REQUEST FOR PROPOSAL RFP # 26P-DF-230 Title and Escrow Services

Cook Inlet Housing Authority (CIHA) will accept proposals from responsive and responsible individuals and firms to provide title and escrow services.

PROPOSAL SUBMITTALS

Proposals must be submitted, clearly marked: "**Attn: Procurement, RFP #26P-DF-230 Title and Escrow Services– Do Not Open**". CIHA will reject proposals received after the deadline. Faxed proposals will not be accepted.

- **Mailed and hand-delivered proposals:** Proposals must be received at CIHA, Attn: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503 no later than February 12, 2026, at 4:00pm according to the time clock located at CIHA's front desk.
- **Emailed proposals:** Proposals must be received no later than February 12, 2026, at 4:00pm, according to the time and date received by CIHA's email server. Emailed proposals may be submitted to Procurement@cookinlethousing.org.

QUESTIONS

CIHA shall not be bound by any oral interpretation of this RFP. Questions are encouraged and should be sent in writing to CIHA's Procurement Manager via email. All questions must be received at CIHA no later than January 29, 2026, at 4:00pm. Written questions received by the deadline will be answered by Addendum to all vendors.

Email: Procurement@cookinlethousing.org

No communication is to be directed to any other CIHA employees or CIHA representative.

Substantive issues will be answered in writing in the form of an Addendum to this RFP. If determined necessary by CIHA, the proposal submittal due date may be extended and will be stated as such in the Addendum form.

BACKGROUND

CIHA is an Alaska regional housing authority established by state statute for the purpose of providing affordable housing opportunities for eligible participants in the Cook Inlet region. The mission of CIHA is "To create housing opportunities that empower our people and build our community." CIHA administers Indian Housing Block Grant funds awarded under NAHASDA and other federal, state and local funds, develops and manages properties built with investor proceeds from the sale of Low-Income Housing Tax Credits, federal, state, local and private funds, and operates affordable housing programs through the parent corporation and its subsidiaries.

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CIHA employs approximately 220 people who work as a team to offer housing programs and manage more than 1,700 units of rental housing located in various communities in Alaska, including Anchorage, Kenai, Seldovia, and Ninilchik. In addition to rental development, CIHA also develops single-family homeownership homes and co-develops properties with business partners.

Cook Inlet Lending Center (CILC) is a wholly owned subsidiary of CIHA and employs approximately fifteen (15) people. CILC promotes and provides: 1) lending services in Alaska; 2) community and economic development opportunities in the CIRI region; 3) access to credit markets; and 4) economic development opportunities for loan investment partnerships.

CONTRACT TERM

Award of a professional services contract for the specified work will include an initial five (5) year term with an option to extend for five (5) additional one (1) year terms based on available funding, satisfactory performance, agreed upon pricing and mutual consent. The yearly contract shall be automatically renewed for one (1) year unless either party gives written notice of thirty (30) days prior to the expiration thereof. The cost portion of your proposal submitted should include the initial five (5) year term and the extension option years.

SCOPE OF SERVICES

The core scope of services includes the following:

- Title reports and searches
- Title insurance, lender and owner policies with specific endorsements for real property acquisitions, tax credit project and lender financing
- Closing/settlement services
- Commercial and residential escrow services
- Reconveyances
- Deed and document preparation

QUALIFICATIONS AND REQUIREMENTS

Capacity: Firm is to have adequate resources of qualified personnel to comply with responsiveness requirements as stated.

Contractor shall provide current Certificate of Insurance as defined by this RFP.

Contractor shall not be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations or by other federal agencies.

COMPENSATION AND MANNER OF PAYMENT

Fees for Work

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- Owner shall pay Contractor for satisfactory performance of this contract and all applicable documents, as outlined in the Proposer's response to "Proposed Fees", collectively referred to as "Base Charges", in RFP 26P-DF-230, attached hereto and made a part of this contract by reference.
- Fees for services may be payable to Contractor from escrowed funds after conveyance of a property to the purchaser or by other means mutually agreed upon by Contractor and Owner.

PREFERENCE STATEMENT

The work to be performed under this contract is subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). In accordance with 25 U.S.C. 450e(b) and 24 CFR 1000.52, CIHA requires that to the greatest extent feasible; (i) preferences and opportunities for training and employment shall be given to American Indians/Alaska Natives (AIAN); and (ii) preferences in the award of contracts and subcontracts shall be given to AIAN owned economic enterprises.

The Contractor shall include this AIAN Preference Statement, in its entirety, in every subcontract in connection with the awarded contract, and shall, at the direction of CIHA, take appropriate action pursuant to the subcontract upon a finding by the recipient or HUD that the subcontractor has violated 25 U.S.C. 450e(b).5307.

Preference will be given to AIAN, Small-, Minority- and Women-owned businesses. AIAN, Small-Minority- and Women-owned businesses are encouraged to submit proposals.

PREFERENCE FACTOR

AIAN, Small-, Minority- and Women-owned preference in contracting is applicable to this Request for Proposal (RFP) and any contractor/firm/vendor stating a preference must submit a signed HUD 5369-A Certification Form (Attachment A) with their submitted bid to qualify for a preference; ownership must be a minimum of fifty-one percent (51%) and be active in the day-to-day control and operation of the business. CIHA shall reserve fifteen percent (15%) of the total of available rating points for qualified AIAN-owned organizations or economic enterprises and ten percent (10%) for Small-, Minority- and Women-owned businesses.

The prospective contractor must provide, to the greatest extent feasible, preference in employment and training opportunities created as a result of a contract awarded as a result of the RFP.

INDEMNITY AND INSURANCE REQUIREMENTS

Indemnification

- A. To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold Cook Inlet Housing Authority (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

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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.

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

Insurance

- A. 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.
- B. 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

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Liability Insurance and Automobile Liability Insurance.

- C. Contractor's insurance shall name Cook Inlet Housing Authority (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.
- D. 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 policies described must have a best rating of "A - VII" or better as identified in the A.M. Best Insurance Rating Guide, most recent edition.

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 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 Cook Inlet Housing Authority (CIHA).
 - 1. Worker's Compensation – Statutory limits
 - 2. Employer's 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 Cook Inlet Housing Authority (CIHA).
 - 1. \$1,000,000 Each Occurrence
 - 2. \$2,000,000 General Aggregate
 - 3. \$2,000,000 Products/Completed Operations Aggregate
 - 4. \$1,000,000 Personal and Advertising Injury
 - 5. \$50,000 Fire Damage Legal Liability (any one fire)
 - 6. \$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 Cook Inlet Housing Authority (CIHA).
- D. **Professional Liability Insurance:** Covering all errors, omissions or negligent acts in the performance of services under this Contract. Limits required per the following

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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

Cancellation, Renewal and Modification

Contractor shall maintain in effect all insurance coverages required under the contract at Contractor's sole expense and with insurance companies acceptable to CIHA. All policies shall contain a provision that coverage will not be modified, cancelled or not renewed until at least thirty (30) days prior written notice has been given to CIHA. Certificates of Insurance showing required coverage to be in force pursuant to this Section shall be filed with CIHA prior to commencement of the Work. In the event Contractor fails to obtain or maintain insurance coverage required under the contract, CIHA may purchase such coverage as desired for CIHA's benefit and charge the expense to Contractor or terminate the contract for default.

Continuation of Coverage

If any of the required liability insurance is on a claims made basis, "tail" coverage will be required at the completion of this contract for twelve (12) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twelve (12) months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for not less than twelve (12) months from the end of the Contract. This will be a condition of the final acceptance of work or services.

Certificates of Insurance

Certificates of insurance and copies of all insurance policies and endorsements if requested by CIHA required by this Section 10 shall be delivered to the Procurement Manager prior to commencement of the Work, or as soon thereafter, as is practicable. Renewable certificates shall be delivered to the Procurement Manager no later than thirty (30) days subsequent to the certificate's expiration date. No contract will be signed until the Certificate of Insurance has been received and approved by the Procurement Manager.

If the insurance expires or is cancelled during the term of the contract, services and related payments will be suspended. Certificates shall be addressed to Cook Inlet Housing Authority, ATTN: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503.

Subcontractors

Contractor shall require and verify all subcontractors maintain insurance coverage subject to all of the requirements stated herein.

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Additional Insured

Cook Inlet Housing Authority, ATTN: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503

GENERAL REQUIREMENTS

The general rules and conditions which follow apply to all proposals issued by CIHA unless otherwise specified.

Request for Proposal (RFP) is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a Request for Proposal and is thus a solicitation for responses.

Conversely, this request for proposal is NOT a bid. Moreover, any acceptance of a proposal shall NOT result in a binding contract between CIHA and the offeror, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the offeror and CIHA.

Subletting of Contract: Offeror shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of CIHA, but in no case shall such consent relieve the offeror from their obligations, or change the terms of the contract.

RFP CONDITIONS AND PROVISIONS

If any offeror is in doubt as to the intent or meaning of any part of this RFP, or should CIHA omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, the offeror should contact the CIHA Procurement representative listed on the cover page of this document by the deadline for questions.

Offerors are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated.

The format of the vendor's proposal must be consistent with the format of the specifications listed.

All participating vendors, by their proposal submission, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein.

Offerors shall respond with sufficient detail to facilitate the evaluation of all factors included in the evaluation criteria. Failure to provide required items will result in the proposal being considered non-responsive. Failure to provide sufficient information for the evaluation criteria will result in loss of points.

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The offeror is responsible for all costs related to the preparation of this proposal.

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals should include the appropriate narrative and supporting materials to adequately address the scoring criteria. Provide a clear and concise (not just generic sales or contract documents) response that identifies how your solution will improve title and escrow services for CIHA. Proposals not containing all of the items listed below may be determined non-responsive by CIHA.

For consistency and to facilitate evaluation of all proposals, offerors shall include the following in their response to this RFP.

Cover Page. Proposals must be signed and include the firm name, local address, telephone number, the name of the person authorized to submit the proposal along with the person's title and telephone number, and the name and title of the person authorized to execute a contract.

Table of Contents. Each proposal shall include a clear identification of the proposal contents by section and by page number.

Statement of Qualifications and Experience. Provide a statement as to the offeror's qualifications to perform the services and detailed resumes of the staff who would be assigned to the project. These should include experience in implementing, training, and supporting systems of a similar size and complexity. Include timing and type of job assignments and educational backgrounds.

References (Limit Two Pages). Provide three (3) business references from clients who receive similar services, including LIHTC transactions. Include the company name, contact, name, phone number, and a description of the services provided.

Cost Proposal Proposals will include a detailed breakdown of the following:

Base Charges

- a) Preliminary Title Insurance Fee Schedule and where applicable, Cancellation Fees charged;
- b) ALTA Title Insurance Policy premium charged per various insured loan amounts;
- c) Owner's Title Insurance Policy premium charged per various insured loan amounts;
- d) Extended Owner's Title Insurance premium charged per various insured loan amounts;
- e) Standard Lender/Mortgagee premium charged per various insurance loan amounts;
- f) Lender/Mortgagee premium for simultaneously issued standard loans;
- g) Escrow Closing Fees to be charged CIHA per various transaction prices;

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- h) Date down/OCR or similar report, cost for initial report and each update;
- i) Some CIHA transactions involve complex escrow closing services, including title insurance requiring, but perhaps not limited to, the following Extended Owner's Policy title insurance endorsements:
 - I. Access and Entry 17
 - II. Contiguity 19
 - III. Arbitration
 - IV. Environmental 8.2
 - V. Fairway
 - VI. Encroachments 28.3
 - VII. Non-Imputation 15.1
 - VIII. CCR Land under Development 9.8
 - IX. Same as Survey 25
 - X. Multiple Tax Lot 18.1
 - XI. Single Parcel 18.6
 - XII. Subdivision 26
 - XIII. Tax Credit 40
 - XIV. Utility Access 17.2
 - XV. Easement 28.6
 - XVI. Zoning Land Under Development 3.2
 - XVII. Patent
 - XVIII. Max Loss
 - XIX. Minerals 35.3
 - XX. Water Rights 41.3
 - XXI. Private Rights 9.9

As such, fees to be charged for such endorsements shall be stated IF NOT included as part of the Extended Owner's title insurance fee. If included, the offeror should clearly state that such endorsement fees are included.

Collectively, charges noted in (a) through (h) above are referred to as "**Base Charges**" for the purposes of this Request for Proposals.

Provide a statement identifying any title and/or escrow services that are normally charged on similar transactions but will be offered to CIHA at a reduced rate or free of charge. The statement must: clearly indicate that these discounted services "are being provided to CIHA as a contribution to affordable housing"; list each discounted or waived service; and specify the normal charge versus the reduced or waived amount. Examples may include reduced escrow closing fees or waived or discounted Extended Owner's Policy endorsement charges.

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Sample Transaction Cost Proposals:

In addition to the “**Base Charges**” above, proposals shall be evaluated three (3) “sample” title insurance and/or escrow services transactions noted below. The proposal with the lowest cumulative cost of all three (3) sample transactions shall be awarded the maximum allowable points in this rating criteria. Note: CIHA does not guarantee that the sample transactions in this RFP reflect the scope of future services.

Sample 1: Closing transaction involving the purchase of a \$200,000 home by a CIHA client for which CIHA provides certain loan funds, and/or in some cases in which CIHA may be the seller. Required services:

- a. Owners Title Insurance in the amount of \$200,000 insuring the new owner;
- b. ALTA Title Insurance Policy in the amount of \$194,000 insuring the first mortgage lender;
- c. Standard Mortgagee Policy (for second mortgage) in the amount of \$50,000 insuring CIHA (or a CIHA affiliate);
- d. Escrow closing.

State the Base Charge fees, then any discount/abatement to be provided as a percentage of the normally charged Base Charge.

Sample 2: Escrow Closing Fee (exclusive of any other closing related charges, i.e., title insurance policy costs) associated with an \$8 million closing transaction.

State the Base Charge, then any discount or abatement to be provided as a percentage of the normally charged Base Charge.

Sample 3: Complex closing transaction involving the sale of \$2,000,000 of property to CIHA, a total LIHTC project value of \$14,000,000, entry of a \$2,500,000 thirty (30) year bank loan, and five (5) loans simultaneous closing.

- a) Extended Owner’s Policy in the amount of \$14,000,000, including all title endorsements specified in #7 above.
- b) Bank loan in the amount of \$2,500,000, extended lender’s policy with ALTA title policy coverage equal to the mortgage amount;
- c) Loan 2 in the amount of \$500,000, standard lender’s policy with ALTA policy coverage equate to the loan amount;
- d) Loan 3 in the amount of \$750,000, standard lender’s policy equal to the loan amount;

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- e) Loan 4 in the amount of \$1,000,000, standard lender's policy equal to the loan amount.
- f) Loan 5, unsecured in the amount of \$800,000 not requiring title insurance;
- g) Loan 6 unsecured in the amount of \$200,000 not requiring title insurance;
- h) Escrow Closing fee related to the property sale in the amount of \$2,000,000.
- i) Escrow Closing fee related to the \$14,000,000 LIHTC partnership and funding closing.

State the Base Charge for each of the title policy requirements stated above, then any applicable discount/abatement of the fee as a percentage of the Base Charge.

Should offeror choose to discount/abate any amount of the above fees, such discount or abatement, as quantified by the percentage discount stated, would be required to be applied to all such title insurance base charges and/or escrow closing fee, as applicable, as noted in the Base Charge schedule for such services over the term of the contract.

Addendum Acknowledgement (if applicable).

Federal Forms.

- a. Completed Representations and Certifications of Bidders, form HUD-5369-A (Attachment A)
- b. Completed Lobbying Certification of Bidders, form HUD-5369-A (Attachment A)

EVALUATION PROCESS

CIHA will appoint an Evaluation Committee. The Evaluation Committee will review proposals submitted in response to this RFP. The Committee may, at its discretion, decide to interview the offerors.

An Evaluation Committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the offeror to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the offeror. The evaluation process shall be based on a one hundred (100) point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of CIHA. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds CIHA's requirements. The following table lists the maximum points associated with each category.

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting CIHA's requirements and terms and conditions, pricing, and overall responsiveness to the RFP.

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Contractor submission of a proposal implies contractor acceptance of the evaluation technique and contractor recognition that some subjective judgments shall be made by CIHA during assignment of points.

CIHA reserves the right to request a presentation from any contractor who submitted a proposal prior to selection. At the sole discretion of CIHA, finalists for consideration of award may be required to provide a software demonstration and oral presentation to the Evaluation Committee. The oral presentation may be considered in the evaluation of the offeror's proposal, and overall scores under Offeror Information may be adjusted at the discretion of the evaluation committee. If scheduled, oral presentations will be limited to a forty (40) minute presentation by the offeror, followed by a maximum twenty (20) minute question and answer period. All costs associated with the oral presentation shall be the responsibility of the offeror.

All contractors who submitted a proposal will be notified in writing of the results after the scoring and subsequent due diligence is completed.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. This RFP and its attachments shall form the basis of the Contract Terms and Conditions. **Exceptions or deviations to this proposal must not be added to the proposal pages but must be on contractor's letterhead and accompany the proposal.** Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. CIHA reserves the right to reject any or all of your proposed modifications.

SCORING CRITERIA

1)	Cost proposals: Base Fees and Same Transactions Maximum points shall be 35.	35
2)	Qualifications: Written Statement Maximum points shall be 20.	20
3)	Qualifications: Resumes Maximum points shall be 20.	20
4)	Qualifications: References Maximum points shall be 10.	10
5)	American Indian/Alaska Native owned contractor preference (if applicable, must submit HUD 5369-A). OR Small/Minority/Woman-Owned (if applicable, must submit HUD 5369-A) Maximum points shall be 15.	15 OR 10

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TOTAL POSSIBLE POINTS ----- 100

PROTEST

A protest may be submitted according to the procedures set forth below. An offeror who wishes to appeal a Notice of Intent to Award must file a written protest within ten (10) calendar days following the date this notice is issued. If the fifth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day.

The protest shall be filed with in writing and include the following information:

1. The name, address, and telephone number of the protester;
2. The signature of the protester or the protester's designated representative;
3. Identification of the solicitation, contract, or grant agreement at issue;
4. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
5. The form of relief requested.

Protest must be mailed or hand-delivered to:

Cook Inlet Housing Authority
Attn: Rashaad Esters, Procurement Manager
3510 Spenard Road
Anchorage, Alaska 99503

AWARD

Rejection of Proposals: CIHA reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities. CIHA also reserves the right to reject the proposal of any offeror who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a offeror who, investigation shows, is not in a position to satisfactorily and timely perform the contract. CIHA reserves the right to award to more than one contractor.

Selection: CIHA desires to enter into negotiations and ultimately reach an agreement with an Offeror who demonstrates the best combination of attributes to conduct the project, and who negotiates a project cost with CIHA that is fair and reasonable. CIHA may conduct discussions with any offeror who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by CIHA will be deemed preliminary in nature, the document and process will be deemed confidential until the successful offeror is selected. CIHA is not required to accept the proposal with the lowest cost estimate.

No proposal shall be withdrawn for a period of forty-five (45) days subsequent to the deadline date for receipt of the proposals without the written consent of CIHA. In no way does this Request for Proposal constitute a contract, or obligate CIHA in any way.

A firm, fixed-price contract for the work will be awarded in accordance with CIHA's procurement policies to the Contractor that submits the highest rated proposal which will

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be graded on the scoring criteria. The awarded Contractor will be required to provide the following:

- Certificate of Insurance as defined by this RFP
- State of Alaska Business License
- Professional License (if applicable)
- IRS Form W-9

LIST OF ATTACHMENTS

Attachment A – Representations & Certifications of Offerors, form HUD 5369-A

Attachment B – Lobbying Certification

Attachment C – Sample Form of Contract

Certifications and Representations of Offerors

Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and
- (2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/ offer that it:

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least

51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

<input type="checkbox"/> Black Americans	<input type="checkbox"/> Asian Pacific Americans
<input type="checkbox"/> Hispanic Americans	<input type="checkbox"/> Asian Indian Americans
<input type="checkbox"/> Native Americans	<input type="checkbox"/> Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/officer deletes or modifies subparagraph (a)2 above, the bidder/officer must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (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 a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of 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 HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (ITBs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Restrictions on Lobbying Activities

Entities receiving a federally-funded contract from CIHA that is in excess of \$100,000 must comply with the "New Restrictions on Lobbying" found at 24 C.F.R. Part 87. 24 CFR 87.100 provides a baseline prohibition on the use of federal funds for lobbying purposes. 24 CFR 87.110(d) further provides that any person (or entity) receiving a federally funded contract or subcontract, at any tier, that exceeds \$100,000 must file a certification, and, if required, a disclosure form, to the next tier above.

All CIHA contractors and subcontractors who will receive a contract or subcontract of \$100,000 or more, to be paid from a federal grant to CIHA, must sign and submit to CIHA the attached certification form. All contractors and subcontractors who will receive a contract or subcontract of \$100,000 or more must also require all of their subcontractors who will receive a subcontract of \$100,000 or more to sign and submit the required certification and, if applicable, disclosure form.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

LOBBYING CERTIFICATION FORM**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employe of any agency, a member of Congress, an officer or employe of Congress, or an employe of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employe of any agency, a member of Congress, an officer or employe of Congress, or an employe of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: _____ year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (ITB) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "ITB-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including 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 the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity:

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CIHA Contact Information	CONTRACTOR Contact Information
Cook Inlet Housing Authority (CIHA)	
3510 Spenard Road	
Anchorage, Alaska 99503	
Phone: (907) 793-3000	Phone:
Email: Procurement@cookinlethousing.org	Email:
A/P Email: CIHAap@cookinlethousing.org	Fed ID/SSN No.
Contracting Officer:	Contractor Contact:
Rashaad Esters, Procurement Manager	
Name	Name
Title	Title

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

1. TERM OF CONTRACT

The Agreement shall have an initial term of five (5) years, with up to five (5) 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

The core scope of services includes the following:

- Title reports and searches
- Title insurance, lender and owner policies with specific endorsements for real property acquisitions, tax credit project and lender financing
- Closing/settlement services
- Commercial and residential escrow services
- Reconveyances
- Deed and document preparation

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

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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:
 - 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.
- 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:
 - a. **CIHA** will pay Contractor, for the portions of Work completed in accordance with the Contract prior to the notice, provided that, Contractor shall provide CIHA with an invoice of all fees and costs incurred to the date of termination.
 - b. Any other reasonable costs incidental to the termination of this Contract, provided that CIHA has authorized these costs before the Contractor incurs them.

5. COMPENSATION AND MANNER OF PAYMENT

- 5.1 **Fees for Work**
 - i. CIHA shall pay Contractor for satisfactory performance of this contract and all applicable documents, as outlined in the Proposer's response to "Proposed Fees", collectively referred to as "Base Charges", in RFP 26P-DF-230, attached hereto and made a part of this contract by reference.
 - ii. Fees for services may be payable to Contractor from escrowed funds after conveyance of a property to the purchaser or by other means mutually agreed upon by Contractor and CIHA.

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 quality, free from faults and defects. Contractor shall correct promptly any Work of its own found to be

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defective or not in compliance with the terms of this Contract.

7. INSURANCE AND LIABILITY

7.1 Insurance

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 Contract the following policies of insurance.

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. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

Contractor's insurance shall name Cook Inlet Housing Authority (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.

7.2 Minimum Limits of Liability

Contractor shall maintain with a company satisfactory to CIHA at least the limits of liability set forth below.

- a. 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
 - 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.
 - i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 General Aggregate
 - iii. \$2,000,000 Products/Completed Operations Aggregate
 - iv. \$50,000 Fire Damage Legal Liability (any one fire)
 - v. \$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

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Contract with minimum coverage limits of \$1,000,000 combined single limit of bodily and property damage.

d. **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

8. CONFLICT OF INTEREST AND CONFIDENTIALITY

8.1 **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 of this section and the resulting damages.

8.2 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; or
 - ii. 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

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term of this Contract, or any extensions or renewals of same.

9. ENTIRE CONTRACT

This Contract represent 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.

10. NOTICES

Any notice required pertaining to the subject matter of this Contract shall be made in writing for delivery by email to the CIHA representative appointed as the point of contact for Contractor. A notice 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.

11. 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.

12. 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.

13. ATTACHMENTS

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

A. Contractor's Proposal

The following attachments are included and made a part of this Contract by reference.

- B. Current Certificate of Insurance
- C. Current State of Alaska Business License
- D. Current State of Alaska Professional License
- E. IRS form W9

14. 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

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submit to the personal jurisdiction of these courts and waive any right to change or challenge the venue specified above.

CONTRACTOR:

Company Name

Name

Title

Date

CIHA:

COOK INLET HOUSING AUTHORITY

Name

Title

Date

SAMPLE