



BAXTER FAMILY HOUSING PHASE II EQUIPMENT RENTALS

REQUEST FOR QUOTE 26T-CN-369

April 2026

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

Phone: (907) 793-3064
Email: procurement@cookinlethousing.org

**BAXTER FAMILY HOUSING – EQUIPMENT RENTALS
COOK INLET HOUSING AUTHORITY**

TABLE OF CONTENTS

Specified Dates3
Request for Quote4
Offerors Checklist7
Quote Submittal Form.....8
Lobbying Certification & Disclosure.....10
Form of Non-Collusive Affidavit.....11
Indemnity and Insurance Requirements.....12

**BAXTER FAMILY HOUSING PHASE II – EQUIPMENT RENTALS
COOK INLET HOUSING AUTHORITY**

**SPECIFIED DATES
BAXTER FAMILY HOUSING PHASE II
EQUIPMENT RENTALS
RFQ # 26T-CN-369**

Description	Date and Time	Location
1. RFQ Packet Available	April 24, 2026	CIHA website
2. Last Day for Questions	April 27, 2026, 2:00 p.m.	via email
3. Quotes Due Date	April 30, 2026, 2:00 p.m.	CIHA Main Office

**BAXTER FAMILY HOUSING PHASE II – EQUIPMENT RENTALS
COOK INLET HOUSING AUTHORITY**

**REQUEST FOR QUOTE
BAXTER FAMILY HOUSING PHASE II
EQUIPMENT RENTALS
RFQ # 26T-CN-369**

Cook Inlet Housing Authority (CIHA) is accepting sealed quotes hand-delivered, mailed, or emailed from responsible and responsive vendors for the Baxter Family Housing Phase II – Equipment Rentals project, located at 4230 Baxter Road, Anchorage, Alaska.

Sealed quotes must be submitted, clearly marked: **“Attn: Procurement, RFQ # 26T-CN-369, Baxter Family Housing Phase II – Equipment Rentals – Do Not Open”**. Mailed quotes must be received at CIHA, Attention: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503. Emailed quotes must be received by the Procurement Department at procurement@cookinlethousing.org. CIHA will reject quotes received after the Quote Due Date. Faxed quotes will not be accepted.

- Mailed and hand-delivered quotes: Quotes must be received no later than the deadline stated in the Specified Dates according to the time clock located at CIHA’s front desk.
- Emailed quotes: Quotes must be received no later than the deadline, according to the time and date received by CIHA’s email server.

QUESTIONS

CIHA will not be bound by any oral interpretation of this RFQ. Questions are encouraged and must be sent in writing to Procurement by the deadline in the Specified Dates. Questions received after the deadline will be disregarded. Substantive issues received by the deadline will be answered by addendum to all plan holders.

- Email: procurement@cookinlethousing.org

No questions shall be directed to any other CIHA employees or CIHA representatives.

SCOPE OF WORK

The vendor shall furnish rental construction equipment required for the Baxter Family Housing Phase II project in accordance with the equipment list issued by Cook Inlet Housing Authority (CIHA) as an attachment to this solicitation, and in compliance with all applicable local, state, and federal laws, regulations, and safety standards.

Rental pricing shall be provided on a daily, weekly, and monthly rate. The CIHA-issued equipment list constitutes the required basis of proposal. No substitutions, alternatives, or deviations from the listed equipment shall be permitted without prior written approval from CIHA.

Following contract award, CIHA will issue purchase orders or rental authorizations identifying approved equipment types, quantities, rental durations, and delivery locations. The vendor shall furnish equipment strictly in accordance with the terms of those authorizations.

The scope includes delivery of all rental equipment to designated project site location(s) and pickup of equipment at the conclusion of the rental period, or earlier as directed by CIHA. All delivery and pickup activities shall be coordinated with CIHA in advance and performed at times approved by CIHA.

**BAXTER FAMILY HOUSING PHASE II – EQUIPMENT RENTALS
COOK INLET HOUSING AUTHORITY**

All rental equipment shall be in safe, operable condition and suitable for its intended construction use. Equipment shall include all standard manufacturer-supplied components and accessories required for normal operation and shall meet applicable manufacturer specifications, OSHA requirements, and industry safety standards.

The vendor shall be responsible for normal maintenance and servicing necessary to keep equipment in good working order during the rental period, including repairs resulting from ordinary wear and tear. Equipment that becomes inoperable due to normal use shall be repaired or replaced by the vendor in a timely manner at no additional cost to CIHA.

Pricing shall include all costs associated with delivery, pickup, and standard maintenance unless explicitly stated otherwise in the vendor's proposal and approved in writing by CIHA. Additional fees, surcharges, or ancillary charges not disclosed in the proposal shall not be permitted.

This Scope of Work is limited to furnishing rental equipment and associated delivery and pickup services only. Equipment operation, fuel, operator labor, and on-site supervision are expressly excluded from this scope.

INDEMNITY AND INSURANCE REQUIREMENTS

See Insurance and Indemnity Requirements Form for details on the insurance requirements. No PO will be submitted until the certificate(s) of insurance have been received and approved by the CIHA Procurement Manager.

PAYMENT TERMS

CIHA shall issue Purchase Orders or other written rental authorizations for the procurement of rental equipment under this RFQ. The successful offeror shall furnish rental equipment only upon issuance of a valid CIHA Purchase Order or written rental authorization, unless otherwise authorized in writing by CIHA. Vendor shall submit invoices for rental equipment furnished and accepted by CIHA. Payment shall be made in accordance with the applicable Purchase Order or rental authorization and requirements. Terms shall be NET thirty (30) days, subject to any discounts for prompt payment. All invoices must include, at a minimum, the CIHA Purchase Order Number or rental authorization number, Project Name, description of rental equipment, rental period, quantities, unit pricing, delivery and pickup charges if applicable, and total invoice amount. CIHA reserves the right to withhold payment for incomplete, inaccurate, damaged, nonconforming, or rejected equipment or services.

INVOICE SUBMISSION

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

QUOTE SUBMITTAL

Quote shall supply all information and submittals required by the RFQ documents to constitute a proper quote. The quote must clearly state the legal name, address, telephone number, and email address of the offeror. The quote must be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the offeror to the quote. Any changes that are made to this quote using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made. No quotes may be withdrawn without the written consent of CIHA for a period of ninety (90) days subsequent to the deadline

**BAXTER FAMILY HOUSING PHASE II – EQUIPMENT RENTALS
COOK INLET HOUSING AUTHORITY**

date for receipt of quotes.

AWARD

Award of a total lump-sum purchase order for the specified equipment rental shall be made in accordance with CIHA's Procurement Policy to the lowest priced, responsive, and responsible offeror whose quote conforms to the requirements of this RFQ. CIHA reserves the right to reject any or all quotes, to waive minor informalities or irregularities in quotes received, and to make award in the best interest of CIHA. This RFQ shall not be construed as a commitment of any kind, nor shall it obligate CIHA to pay any costs incurred in the preparation or submission of a quote, or any other costs incurred prior to the issuance of a Purchase Order.

DISPUTES

In the event any dispute arises from this RFQ, such dispute will be resolved in accordance with CIHA's policies and procedures.

**BAXTER FAMILY HOUSING PHASE II – EQUIPMENT RENTALS
COOK INLET HOUSING AUTHORITY**

**OFFERORS CHECKLIST
BAXTER FAMILY HOUSING PHASE II
EQUIPMENT RENTALS
RFQ # 26T-CN-369**

NOTICE TO OFFERORS: REMOVE THIS SECTION AND SUBMIT WITH QUOTE

All responsive Quotes MUST contain the following:

1. Quote Submittal Form*
2. Lobbying Certificate & Disclosure*
3. Form of Non-Collusive Affidavit*
4. Current State of Alaska Business License
5. Completed IRS form W9*
6. Acknowledgment of Addenda* (*if applicable*)

***All quote documents requiring signature *must* be signed and dated.**

Quotes submitted without one or more requirements listed above are subject to rejection.

**BAXTER FAMILY HOUSING PHASE II – EQUIPMENT RENTALS
 COOK INLET HOUSING AUTHORITY**

**QUOTE SUBMITTAL FORM
 BAXTER FAMILY HOUSING PHASE II
 EQUIPMENT RENTALS
 RFQ # 26T-CN-369**

- 1) The undersigned, _____(Company Name) on this date: _____, having familiarized itself with the local conditions affecting the scope and cost of work and with the Request for Quote (RFQ), hereby proposes to furnish equipment (labor and equipment include delivery of equipment to the jobsite only) required to complete the ***Baxter Family Housing Phase II – Equipment Rental*** project in accordance with all sections of this RFQ.

Offeror to submit pricing to complete the work as described in the RFQ. Additionally, the quote shall include all costs necessary to fully comply with the requirements of this RFQ, including rental price, delivery, pickup, maintenance and servicing repairs, and replacement as identified in the RFQ.

Quantity:	Item:	Daily Cost:	Weekly Cost:	Monthly Cost:
1	Forklift 8000# Reach	\$		
1	Forklift 10,000#	\$		
1	Straight Boom S-60/S-65	\$		
1	Light Tower (4KW – 12KW)	\$		
1	500,000 BTU F/F	\$		

Delivery and Pickup Cost: \$ _____

- 2) The lowest quote shall be determined by the total evaluated price derived from the pricing schedule, including the quoted daily, weekly and monthly rates for each listed equipment item along with the quoted delivery and pickup charges.
- 3) In submitting this quote, it is understood that the right is reserved by CIHA to reject any and all quotes at its sole discretion and for its convenience or benefit.
- 4) I/We have submitted with this quote the following items:
- a. Quote Submittal Form
 - b. Lobbying Certification & Disclosure
 - c. Form of Non-Collusive Affidavit
 - d. Current State of Alaska Business License
 - e. Completed IRS form W9
- 5) Quote cannot be withdrawn for a period of ninety (90) days without the express permission of CIHA.
- 6) I/We further acknowledge receipt of the following addenda:

**BAXTER FAMILY HOUSING PHASE II – EQUIPMENT RENTALS
COOK INLET HOUSING AUTHORITY**

Addendum No.: ___ Dated: _____

Addendum No.: ___ Dated: _____

Addendum No.: ___ Dated: _____

Addendum No.: ___ Dated: _____

Addendum No.: ___ Dated: _____

- 7) Non-Collusive Affidavit: By submission of this quote, the offeror certifies that making the foregoing quote, that such quote is genuine and not collusive or a sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror or person, to put in a sham quote or to refrain from quoting, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communications or conference, with any person, to fix the quote price of affiant or any other offeror, or to fix any overhead, profit or cost element or said quote price, or of that of any other offeror, or to secure any advantage against the Cook Inlet Housing Authority or any person interested in the proposed contract; and that all statements in said quote are true.
- 8) I/We further understand the penalty for making false statements in offers is prescribed by federal law at 18 U.S.C. §1001.

Quote Submitted by:

NAME OF OFFEROR

OFFICIAL ADDRESS

BY:

Signature

Address

Print Name and Title

City, State, Zip Code

Email

Phone

**BAXTER FAMILY HOUSING PHASE II – EQUIPMENT RENTALS
COOK INLET HOUSING AUTHORITY**

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 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.

**BAXTER FAMILY HOUSING PHASE II – EQUIPMENT RENTALS
COOK INLET HOUSING AUTHORITY**

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 followup 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 (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-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.
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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

CERTIFICATION REGARDING LOBBYING

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 any 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 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 of Lobbying Activities," in accordance with its instructions.

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

This certification is a material representation of 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, United States 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.

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: _____

Title: _____

signature

date

**BAXTER FAMILY HOUSING PHASE II – EQUIPMENT RENTALS
COOK INLET HOUSING AUTHORITY**

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>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 reported to the Congress semi-annually and 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.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A

INDEMNITY AND INSURANCE REQUIREMENTS

1. INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold **Cook Inlet Housing Authority (“CIHA”), Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska , State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc., WNC Institutional Tax Credit Fund 60, LP; WNC Holding, LLC; and WNC Housing, LP** 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**.
- 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 **Indemnified Parties’** 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.

2. 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

**BAXTER FAMILY HOUSING PHASE II – EQUIPMENT RENTALS
COOK INLET HOUSING AUTHORITY**

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.

- C. Contractors' insurance shall name **Cook Inlet Housing Authority, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, WNC & Associates, Inc., WNC Institutional Tax Credit Fund 60, LP; WNC Holding, LLC and WNC Housing, LP** 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 *prior to starting work* or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services.
- E. All insurance companies obligated under the following described policies must have a best rating of "A - VIII" or better as identified in the *A.M. Best Insurance Rating Guide*, most recent edition.
- F. Each Contractor having direct contract with subcontractors shall maintain Commercial General Liability insurance covering claims for bodily injury and property damage arising out of subcontractor's operations, independent contractors, product/completed operations with broad form property damage, liability assumed under contract on a broad form blanket basis, and "XCU" property damage if hazard exists.
- G. CIHA reserves the right to amend these requirements at any time as deemed appropriate and to comply with project funder requirements.
- H. Delivery or acceptance of a certificate or evidence of insurance not meeting the requirements shall not be deemed to waive or reduce any requirements hereunder.

3. 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: 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 in favor of **Cook Inlet Housing Authority, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc.**

- 1. Workers Compensation and Employers Liability - Statutory limits with a minimum floor of \$500,000

**BAXTER FAMILY HOUSING PHASE II – EQUIPMENT RENTALS
COOK INLET HOUSING AUTHORITY**

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 in the amounts noted below. This policy must waive subrogation in favor of **Cook Inlet Housing Authority, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc.**

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 (any one person)
5. \$50,000 Fire Damage Legal Liability (any one fire)
6. \$5,000 Medical Expense (any one person)

The additional following provisions apply to the **Contractor**:

- a. Property and liability insurance policies shall not have a deductible provision in excess of \$25,000, all other insurance policies shall not have a deductible provision in excess of \$10,000.
- b. All policies must be written on a per occurrence basis, except for professional liability coverage which may be written on a claims made basis
- c. Additional Interests Coverage: Additional Insureds listed in Section 7 below. Coverage is to apply on a primary non-contributory basis when coverage under other policies is available to the additional insureds, with all endorsements attached.
- d. Construction Related Activities: Coverage shall not limit liability arising from construction related activities.
- e. Unacceptable Exclusions:
 - i. "Limitation of Coverage to Designated Premises or Project", ISO CG 21 44 07 98, or its equivalent; and
 - ii. Residential work exclusions or limitations, or subcontractor warranty provisions.
 - iii. Professional Liability exclusions are not to apply to bodily injury, personal injury or property damage.

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, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc.** The additional following provisions apply to the **Contractor**:

1. Policy Form: ISO Business Auto form CA 00 01, or its equivalent.
2. Coverage to apply on a primary and non-contributory basis when other insurance is available to the additional insureds.

D. Umbrella/Excess Liability Coverage – Contractor shall provide coverage no less broad than the underlying Commercial General Liability, Vehicle, and Employers Liability

**BAXTER FAMILY HOUSING PHASE II – EQUIPMENT RENTALS
COOK INLET HOUSING AUTHORITY**

policies required above, with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Aggregates are to apply on a per project basis. If coverage is not following form, differences must be identified. Additional insureds: **Cook Inlet Housing Authority, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc., WNC Institutional Tax Credit Fund 60, LP; WNC Holding, LLC; and WNC Housing, LP.** Coverage to apply on a primary and non-contributory basis when other insurance is available to the additional insureds.

4. 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 **Cook Inlet Housing Authority, Baxter Borealis II Limited Partnership, Alaska Housing Finance Corporation and the State of Alaska, State of Alaska, Dept. of Commerce, Community and Economic Development, First National Bank Alaska, and WNC & Associates, Inc.,** Certificates of insurance showing required coverage to be in force pursuant to this Section shall be filed with and approved by 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 **Indemnified Parties'** benefit and charge the expense to Contractor or terminate the Contract for default.

5. 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.

6. SUBCONTRACTORS AND LOWER TIER SUBS

Contractor agrees that as part of any subcontract, Contractor shall require its subcontractors, including second tier and lower subcontractors, to provide assurance of compliance with all insurance provisions applicable to Contractor herein, including policy limits that are identical in scope to those required of Contractor, except as expressly modified by this Section 6, or as

**BAXTER FAMILY HOUSING PHASE II – EQUIPMENT RENTALS
COOK INLET HOUSING AUTHORITY**

otherwise agreed to in writing by Contractor and CIHA, on a case-by-case basis. *Certificates of Insurance must be provided for all additional insureds.*

Minimum Umbrella/Excess Liability limits applicable to lower tier subcontractors, including second tier and lower subcontractors, shall be as follows:

<u>Subcontract Amount</u>	<u>Required Umbrella/Excess Liability Limit</u>
Under \$1,000,000	to the Contractor's discretion
Over \$1,000,000	limits noted in Section 3(d)

7. ADDITIONAL INSUREDS and CERTIFICATE HOLDERS

Contractor's insurance shall name all entities below as Additional Insured, except for Worker's Compensation. Coverage shall apply on a primary non-contributory basis when other insurance is available to the additional insured. Certificates shall be issued with each entity indicated as a certificate holder.

NOTED: Spelling and punctuation of the **Additional Insured** names must be exactly as shown below:

<p>Owner: Baxter Borealis II Limited Partnership c/o Cook Inlet Housing Authority, 3510 Spenard Road, Anchorage, Alaska 99503</p>	<p>General Partner / Land Owner: Cook Inlet Housing Authority 3510 Spenard Road Anchorage, Alaska 99503</p>
<p>Grantor: Alaska Housing Finance Corporation and the State of Alaska PO BOX 101020 Anchorage, Alaska 99510</p>	<p>Investor: Certificate Holder and Additional Insured: WNC & Associates, Inc. Additional Insureds: WNC Institutional Tax Credit Fund 60, LP, ISAOA; WNC Holding, LLC, ISAOA; WNC Housing, LP ISAOA</p>
<p>Grantor: State of Alaska, Dept of Commerce, Community and Economic Development 550 W. 7th Avenue, Suite 1535 Anchorage, Alaska 99501</p>	<p>Construction Lender: First National Bank Alaska, ISAOA/ATIMA #0128966283 PO BOX 3551 Coppell, TX 75019</p>
<p>Perm Lender: First National Bank Alaska, ISAOA/ATIMA #0118966895 PO BOX 3551 Coppell, TX 75019</p>	

8. ACORD CERTIFICATE OF INSURANCE FORM

1. Produce one certificate for each of the insured parties.

**BAXTER FAMILY HOUSING PHASE II – EQUIPMENT RENTALS
COOK INLET HOUSING AUTHORITY**

2. In the description, reference: **Baxter Family Housing Phase II – 4230 Baxter Road, Anchorage, Alaska**
Certificates MUST state exactly: **“The certificate holder is an additional insured with primary and non-contributory status on the general liability, umbrella and automobile policies. Waiver of Subrogation is provided in favor of the certificate holder under the general liability, umbrella, automobile and workers compensation policies.”**
3. Provide copies of all endorsements for additional insured and waiver of subrogation *in addition to* the certificate of insurance.
4. Make sure that the Certificate of Insurance:
 - a. identifies all NAIC#
 - b. The additional insured and subrogation waived columns are checked where applicable
 - c. All policy numbers are identified
 - d. All appropriate boxes checked.
 - e. Deductible amounts identified.
 - f. Description follows the language under #3 provided above.
 - g. Attach the appropriate endorsements or policy documents.