



# REQUEST FOR QUOTATIONS

Procurement per 15 AAC 150.300-490

**Project Title:** Third Party Claims Administrator

**RFQ Number:** 26-RFQ-006

**Project Site:** Alaska Statewide

**Project Description:** The Alaska Housing Finance Corporation is seeking quotes for Third Party Claims Administrators to provide AHFC personal injury claims administration.

**Procurement Officer:** Angel Valdez

**Contact Info:** Phone: (907) 330-8142

Fax: (907) 330-8217

Email: [submittals@ahfc.us](mailto:submittals@ahfc.us)

**Anticipated Period of Performance or Completion Date:** The initial term of the Contract will be three (3) years. At AHFC's option, the Contract may be extended for up to three (3) additional one-year. Contract Starts upon issuance of Notice to Proceed.

**Funding Source:**  Corporate

Federal

**Type of Work:**  Services

Maintenance

Construction

**Estimated Amount of Proposed Contract:**

Less than \$5,000

\$5,000 to \$25,000

\$25,000 to \$100,000

\$100,000 to \$200,000

\$200,000 to \$500,000

\$500,000 or greater

**Question Deadline and Submittal location:**

DATE: 01/23/2026

PREVAILING TIME: 4:00 PM

EMAIL: [submittals@ahfc.us](mailto:submittals@ahfc.us)

**Submittal Location and Deadline**

(Offerors are responsible to assure mail or email delivery prior to deadline. Only proposals received prior to the following date and time will be opened. AHFC is not responsible for delays in mail, courier, or email delivery.)

DATE: 01/30/2026

PREVAILING TIME: 4:00 PM

EMAIL: [submittals@ahfc.us](mailto:submittals@ahfc.us)

**DELIVER PROPOSALS VIA ONE OF THE FOLLOWING METHODS** (and person, if named):

**HAND DELIVER**

Alaska Housing Finance Corporation

4300 Boniface Parkway

Anchorage, Alaska 99504

Attention: Andrew Morton, Administrative Manager, Procurement

**EMAIL:**

[submittals@ahfc.us](mailto:submittals@ahfc.us)

Email submittals must be received in AHFC submittals inbox in accordance with the due date and prevailing time stated above.

**Minority and women-owned businesses are encouraged to submit proposals.**

## Table of Contents

**Section 1. RFQ General Information & Notices**

**Section 2. Proposal Form / Fee Proposal**

**Section 3. Attachments (If Box is checked below, attachments are included in this RFQ)**

- Scope of Services
- AHFC Standard Terms and Conditions
- AHFC Supplement to Standard Terms and Conditions
- Sample Contract



## Section 1

### Notices

1. The Alaska Housing Finance Corporation is an equal opportunity employer.
2. For informal procurements under 15AAC 150.341(b) estimated to cost more than \$2,000 but not more than \$5,000, an interested party shall attempt to informally resolve a dispute with the Contract Compliance Officer.
3. For procurements under 15AAC 150.341(c) estimated to cost more than \$5,000 but not more than \$25,000, an interested party shall attempt to informally resolve a dispute with the Contract Compliance Officer. If the attempt is unsuccessful, the interested party may protest the solicitation or the award by filing a written protest with the Administrative Manager. The protest must be filed before the date and time the quotations or informal proposals are due to AHFC. The procedures and requirements set out in 15 AAC 150.220(b)-(h) apply to a protest under this subsection.
4. For procurements under 15 AAC 150.341(d) estimated to cost more than \$25,000 an interested party may protest the award by filing a written protest with the Contract Compliance Officer. The procedure and requirements set out in 15 AAC 150.220(b)-(h) apply to a protest under this subsection.
5. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Corporation. The Corporation shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
6. The Corporation expressly reserves the right to accept or reject any or all quotes, waive minor informalities, negotiate changes and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors.
7. AHFC will not be subject to payment for costs incurred for proposal preparation or Contract preparation as a result of valid and legal termination of this RFQ or termination of any contract resulting from the award of the RFQ.
8. All proposals shall be open for public inspection after a Notice of Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Corporation.
9. Substitution for any personnel named in a proposal may result in termination of negotiations.
10. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.
11. Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations.
12. **Price Competition:** If the services performed do not require an Architect, Engineer or Land Surveyor, then all Offerors including any A/E or LS must provide Price Proposals in accordance with 15 AAC 150.330(f)(2). Notwithstanding (f) (2) of this section, for architectural, engineering, or land surveying services, the corporation may negotiate a contract with the most qualified and suitable firm or person of demonstrated competence. 15 AAC 150.330(m).

## Section 1

13. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in the Standard Terms and Conditions, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

14. Professional Liability Insurance for the proposed contract:  is required

15. Pre-proposal Conference:  None  As follows:

16. Special Notices:

16.1 An Alaska Business License is required of Contractors who do business in Alaska at time of award. To qualify for the Alaska Bidder's Preference, under 15 AAC 150.910(b), an Offeror shall have a valid Alaska business license as a prerequisite to proposal. Information for applying for an Alaska Business License can be found on-line at <https://www.commerce.alaska.gov/cbp/businesslicense>, or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted.

17 **Contractual Agreements:** Unless stated otherwise herein, the basic and governing language of the contractual agreement resulting from this solicitation shall be comprised of this RFQ, including all documents, any attachments and amendments, and the successful Firm's signed proposal. In the event of a conflict between the documents, the Contract shall govern.

18 **Jurisdiction:** This Contract is governed by the laws of the State of Alaska and Federal and Local Laws and Ordinances applicable to the work performed. The Contractor shall be cognizant and shall at all times observe and comply with such laws which in any manner affect those engaged or employed in the performance, or which in any way affects the manner of performance, or this Agreement. Any actions brought as a result of this Agreement shall be brought in the courts for the State of Alaska in the Third Judicial District in Anchorage, Alaska.



# PROPOSAL FORM / FEE PROPOSAL

26-RFQ-006

Receipt of Addenda numbered \_\_\_\_\_ is hereby acknowledged.

**OFFERORS TO NOTE THE FOLLOWING:**

1. Contract award to the lowest responsive and responsible Offeror will be made in the amount of the **TOTAL QUOTE AMOUNT**.
2. A current insurance certificate covering the insurance requirements listed in the Supplement to the Standard Terms and Conditions must be submitted before the Corporation will issue a Notice to Proceed.
3. A current insurance certificate covering the insurance requirements listed in the Supplement to the Standard Terms and Conditions must be submitted before the Corporation will issue a Notice to Proceed.
4. By submitting a quote in response to this RFQ, Offeror agrees to all terms and conditions stated herein and as attached to this RFQ.

TYPE OF SERVICE/CLAIM	QUOTE AMOUNT
Report Only	
Auto Bodily Injury	
Auto Property Damage, Third Party	
Auto Physical Damage, Third Party	
Premises Bodily Injury	
Premises Property Damage	

Total Quote Amount for All Services \$ \_\_\_\_\_

Less 5% Alaska Bidder's Preference \$ \_\_\_\_\_

Adjusted Quote Amount \$ \_\_\_\_\_

The undersigned submits, as true and correct, the following information:

1.  Offeror is in Compliance with Executive Order, 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).



2.  Offeror is in Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 5).
3.  The Offeror does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed or services to be supplied under the proposed AHFC Contract, and the Offeror's organizational, financial, contractual, or other interests may:
  - a. Result in an unfair competitive advantage to the Offeror; or
  - b. Impair the Offeror's objectivity in performing the Contract work or providing the Contract services.

If the Offeror cannot respond affirmatively to 3a and 3b above, the Offeror shall include a full and written disclosure attached to this affidavit and addressed to the AHFC Chief Procurement Officer.

4.  Offeror has paid all fees, taxes, and other money due to the State of Alaska.
5.  Offeror holds the following license(s) or permit(s) as required by federal, state, and/or local law, regulation, or ordinance and has **attached a copy of each** of the current licenses:
  - a. Alaska Business License Number \_\_\_\_\_
  - b. Alaska General Contractors License Number \_\_\_\_\_
  - c. Date \_\_\_\_\_
  - d. Other \_\_\_\_\_ Number \_\_\_\_\_ Date \_\_\_\_\_

(Example, Electrical, Plumbing and Heating, Pest Control, Specialty, Subcontractor, etc.)

**OFFEROR'S SIGNATURE:**

By signature on this document, the Offeror certifies that all terms and conditions, including fee or price quotes submitted as a part of the Offeror's response to this solicitation, shall remain effective for a period of not less than ninety (90) days from the date AHFC designates as the deadline for submitting quotes; plus any addenda or extensions to the RFQ, and for an additional contractual term if the Offeror should enter into a contract with AHFC to perform work or provide services as described in this solicitation. The Offeror further acknowledges and agrees that its proposal and all other material submitted will become the property of AHFC.

**NOTE: FAILURE BY THE OFFEROR TO SIGN AND DATE THIS RFQ FORM WILL RESULT IN AHFC REJECTING THE OFFEROR'S QUOTATION AS NON-RESPONSIVE.**

**SUBMITTED BY:**

Printed Name of Offeror

Company Name

Signature of Offeror

Street Address

Title

City/State/Zip Code

Telephone

Fax

Email

Date

**ACCEPTANCE BY AHFC**

On this date: \_\_\_\_\_, AHFC hereby accepts the Contractor's Quote set forth in this RFQ package and as outlined in the Contract documents.

ALASKA HOUSING FINANCE CORPORATION

Gregory Rochon  
Chief Procurement Officer



## Scope of Services

The CONTRACTOR will enter into contract with Alaska Housing Finance Corporation (AHFC) and will provide services on an as-needed basis.

The contract may not provide for commissions, fees, or charges contingent upon savings obtained in the adjustment, settlement, and payment of losses or in the recovery of monies through subrogation. The CONTRACTOR may receive compensation based on the number of incidents reported, investigations completed, claims processed, etc.

A summary of incidents and claims reported to AHFC over the past five (5) years is attached.

The CONTRACTOR will be responsible for claims management from first notification to final settlement of all issues related to that claim; including litigation or subrogation, if applicable. The claim will not be handed off, but will be managed for its entire life no matter where the claim is located.

The CONTRACTOR must assign an appropriately qualified and dedicated client manager who will work closely with AHFC risk management staff as well as the legal counsel for the respective organizations (the Alaska Department of Law/Office of the Attorney General).

### Description of Services to be Provided:

1. Both AHFC and the CONTRACTOR will comply with all applicable authority governing fair claims settlement practices or other relevant law.
2. AHFC will provide CONTRACTOR with notice of incident, claim or demand.
3. CONTRACTOR will begin an investigation immediately if warranted or no later than the next working day in all cases.

Depending upon the circumstances of the incident or claim; field investigations including photos and diagrams may be required.

All photos must be date and time stamped and must include reference to compass direction and scale.

All interviews must be recorded or documented in writing.

Names, telephone numbers, and addresses of all witnesses must be documented in writing.

4. CONTRACTOR will provide AHFC with the results of its preliminary investigation within five (5) working days. AHFC and the CONTRACTOR will discuss the need for further investigation, the need to hire experts to complete forensic or medical evaluations, etc.



5. Settlement authority, if any, must be in writing signed by appropriate AHFC management.
6. Agreement to close the claim file must be in writing signed by the appropriate AHFC management. The goal is to close all cases as quickly as possible.
6. Electronic data, progress reports, or copies of the claim file shall be sent to AHFC as requested.
7. CONTRACTOR agrees to assist with litigation, appear in court, and assist with subrogation efforts, if any, as requested.

## 8. GENERAL

Contractor shall perform services as defined by the Scope of Work. All work performed by the Contractor is subject to inspection, evaluation, and approval by AHFC. AHFC may employ all reasonable means to ensure that the work both progresses and is performed in compliance with the Contract.

In performing the services, Contractor may be required to make certain assumptions or forecasts of conditions, events, or circumstances that may occur in the future. Contractor will take reasonable efforts to assure that assumptions and forecasts made are reasonable and the basis upon which they are made follow generally accepted practices for such assumptions or projections under similar circumstances. AHFC expressly acknowledges that actual results may differ significantly from those projected as influenced by conditions, events, and circumstances that actually occur.

## 9. INVESTIGATIVE SERVICES

Contractor shall provide complete investigative and analytical services including, but not limited to: (a) receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of such claims reported by AHFC to Contractor; and (b) the investigation of such accidents, incidents, claims or cases where examination warrants such investigation or when requested by AHFC, such investigation to include on site investigation, photographs, interviewing of witnesses, determination of losses and other such investigative services necessary to determine liability and loss but not to include Allocated and extraordinary professional services set forth below.

Regarding Allocated Expenses, AHFC agrees to pay for the cost of all reasonable and supportable extraordinary services and costs including but not limited to, professional photography, police reports, independent medical examinations, professional engineering services, laboratory services, bulk copy jobs, private investigators, legal costs and fees and work performed by accountants. Contractor shall charge AHFC for non staff investigators or adjusters when, in the opinion of Contractor, such assistance is necessary and reasonably related to the monetary exposure.

## **10. SETTLEMENT AUTHORITY**

Contractor shall have no discretionary settlement authority. All settlement offers will be subject to the approval of AHFC. AHFC may grant settlement authority, in writing, to Contractor.

## **11. CLAIMS ADJUSTMENT SERVICES**

Contractor shall provide complete claims adjustment services on each accident or incident that may be the subject of a claim against the AHFC which is reported to Contractor by the AHFC. Such services shall include, but not be limited to (a) the maintenance of a claim file on each potential or actual claim reported to Contractor; (b) whenever its investigation results in a determination that AHFC has sustained a liability to a third party, Contractor shall process any such claim or potential claim for settlement in accordance with the AHFC instructions for settlement of such claims; and (c) obtaining all release agreements or proofs of loss on settlement of any claim or potential claim. Specific service instructions will be added to this contract as an exhibit. If subrogation is pursued, the rates in the Bid Form will apply unless a separate contingency fee agreement is agreed to by AHFC and Contractor.

## **12. ADMINISTRATIVE SERVICES**

Contractor shall provide at least the following administrative services: (a) assignment of a Principal Account Adjuster to AHFC; and (b) providing AHFC with electronic access to all reported claims during the term of this Contract, indicating the status of each reported open claim assigned to Contractor, the details of each such claim, and details of all claim payments. Account specific reports and attendance at meetings (including round trip travel) shall be provided by Contractor at the same rates provided in the Bid Form as services.

## **13. LEGAL SUPPORT SERVICES**

Contractor shall provide at least the following legal support services on each claim wherein the claimant has commenced litigation: (a) Upon notification by AHFC that litigation has been filed on an open claim, Contractor shall notify AHFC and, in accordance with AHFC instructions, the AHFC excess insurance carrier and/or excess reporting authority, pool or group (the "excess entity") and/or trial attorney assigned by AHFC to handle the case and provide such excess entity and/or trial attorney with all information and files concerning claim; (b) maintain liaison with AHFC excess entity and/or trial attorney and provide such investigation services as are required by such attorney during pre trial and trial stages; and (c) assist AHFC excess entity and/or trial attorney with discovery and other legal processes.

## **14. SUBROGATION SERVICES**

Subrogation recoveries shall be handled by the State of Alaska Attorney General's Office. Contractor may be asked to assist with subrogation matters if requested by AHFC.

Contractor shall provide complete collection services to include: receipt and examination of all reports of the accident, incidents claims or cases which are or may be the subject of a subrogation claim. The investigation of such accidents, incidents, claims or cases will include determining responsibility, establishing damage amount, pursuing collection, negating settlements and processing of monetary recovery.

AHFC agrees to pay the cost of all reasonable and supportable extraordinary service (allocated expenses), such as but not limited to: professional photography, professional engineering, laboratory service, Attorney fees and related court/legal cost. Contractor shall order such services only after obtaining prior written authorization from AHFC.

## 15. CONFLICT OF INTEREST

In the event a claim or incident is reported to Contractor by AHFC and it is determined that the actual or potential claimants therein are also clients of Contractor, then Contractor shall immediately notify AHFC of such potential conflict of interest so AHFC may have the option to choose an independent investigator and adjuster.

## 16. DISPOSITION OF FILES ON TERMINATION OF CONTRACT

- a. All files on each claim shall be property of the AHFC.
- b. In the event of expiration of the Contract, non renewal thereof, or cancellation, Contractor shall bill the AHFC, subject to the rates quoted in the Bid Form herein above, for work completed by Contractor on each claim. Contractor shall promptly forward all completed and pending claim files to the AHFC unless AHFC requests Contractor to continue to process any files on a time and expense basis as provided for in the Contractor's Rate Manual at the time such services are rendered.
- c. AHFC agrees to pay Contractor for the internal and/or external cost of retaining, storing, retrieving, logging, packing and shipping files, which are stored on or off premises by Contractor.

## 17. AUDITS

The Contractor's files shall be made available for audits at any time upon reasonable notice. Reasonable notice shall be defined as 24 hours or as otherwise agreed by the parties. If special retrieval or shipment of the requested files is necessary, AHFC shall reimburse Contractor at cost. The Contractor reserves the right to reject an auditor proposed by AHFC if the proposed auditor may gain an unfair competitive advantage over Contractor by conducting such an audit.

## Minimum Qualifications

Proposers may submit up to 15 (fifteen) pages of written responses to support firm meeting the minimum qualifications.

- At least (10) years in business specializing in:
  - Claims Adjusting
  - Litigation Management
  - Investigations
  - Claims Management
  - Subrogation Recovery
- Membership in RIMS, Public Agency Risk Management Association (PARMA), National Association of Third Party Claim Administrators (NATPCA or similar organization that requires its members to comply with a written code of ethics).
- Acceptable Statement on Standards for Attestation Engagements (SSAE 16) Type 1 Reports; proof of appropriate management of confidential and sensitive data.
- Comply with Section 111 Mandatory Reporting provisions by established administrative, technical, procedural, and physical safeguards to protect confidentiality of the data and to prevent unauthorized access to the data.
- Use of a software application and database (RMIS) that is fully HIPAA compliant and that will afford AHFC with real time online access via web portal.

AHFC seeks to engage with a firm whose Client Manager can meet the following minimum qualifications:

- Bachelor's Degree
- ARM, CPCU, CCLA, etc.
- At least ten (10) years' experience working as a claims adjuster, investigating, managing, and litigating complex general liability, auto, and bodily injury claims.
- Provide experience with alternative dispute resolution.
- Extensive experience working as a liability specialist in the public sector; hands-on experience as a public entity TPA claims manager is preferred.

Offerors should respond specifically to the minimum qualifications stated above in its proposal. Offerors should submit copies of licenses and certifications to meet minimum requirements. This does not count against the fifteen (15) pages of written responses.

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## AHFC STANDARD TERMS AND CONDITIONS

1. **INCORPORATION BY REFERENCE.** The Contractor's proposal and scope of work to be performed is incorporated into this agreement.
2. **CONTRACTOR'S DUTIES.** Contractor shall diligently perform for AHFC all of its duties required by this agreement.
3. **NO ADDITIONAL WORK OR MATERIALS.** No claim for additional work, materials or services that are not specifically provided in this agreement, that are performed or furnished by the Contractor, will be allowed unless AHFC has ordered the same in advance of the work or services being performed or the materials being provided.
4. **INDEMNIFICATION.** Contractor shall indemnify, save harmless and defend AHFC and the State, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Contractor, its subcontractors, or anyone directly or indirectly employed by Contractor in the performance of this Agreement.

All actions or claims, including costs and expenses, resulting from injuries or damage sustained by any person or property arising directly or indirectly from Contractor's performance under this Agreement which are caused by the joint negligence of AHFC and the Contractor shall be apportioned on a comparative-fault basis. Any such joint negligence on the part of AHFC must be a direct result of active and intentional involvement by AHFC.

5. **NO ASSIGNMENT OR DELEGATION.** Contractor may not assign or delegate this Agreement, or any part of it, or any right to any compensation or reimbursement paid under it, except with the express advance written consent of AHFC.
6. **OWNERSHIP OF RECORDS.** All records related to work performed by Contractor for AHFC under this Agreement are public records and the property of AHFC.
7. **INSURANCE.** Without limiting Contractor's indemnification, it is agreed that Contractor will purchase at its own expense and maintain in force at all times during the performance of services under this Contract, the following described policies of insurance.

Contractor should provide the required insurance certificates as described below to AHFC within ten (10) working days after request. AHFC will not sign a contract, issue a notice to proceed, or make any payment absent the required insurance certificates.

AHFC Risk Management reserves the right, but not the obligation, to review and revise any of the following insurance requirements, based on insurance market conditions which may affect the availability or affordability of coverage; or based on changes in the scope of work or specifications that apply to this Contract. In addition, AHFC Risk Management reserves the right, but not the obligation, to review and reject any insurance policies failing to either meet the necessary criteria or that have been provided by an insurer in poor financial condition or legal status.

The requirements contained herein, as well as AHFC Risk Management review or acceptance of insurance maintained Contractor is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance policies required to be maintained by Contractor will name AHFC as additional insured for all coverage except Workers' Compensation, Professional Liability/E&O insurance, and specialized construction policies if determined acceptable to AHFC Risk Management.

Contractor and its subcontractors agree to obtain a waiver, where applicable, of all subrogation rights against AHFC, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor and its subcontractors for AHFC. However, this waiver shall be inoperative if its effect is to invalidate in any way the insurance coverage of either party.

Where specific limits are shown, it is understood that they will be the minimum acceptable limits. If the Contractor's policy contains higher limits, AHFC will be entitled to coverage to the extent of such higher limits. The coverages and/or limits required are intended to protect the primary interests of AHFC, and the Contractor agrees that in no way will the required coverages and/or limits be relied upon as a reflection of the appropriate types and limits of coverage to protect Contractor against any loss exposure whether a result of this Contract or otherwise.

Failure to furnish satisfactory evidence of insurance or lapse of any required insurance policy is a material breach and grounds for termination of this Contract.

- A. Workers' Compensation Insurance:** Contractor will provide and maintain, for all employees of the Contractor engaged in work under the Contract, Workers' Compensation Insurance as required by AS 23.30.045. Contractor shall be responsible for ensuring that any subcontractor that directly or indirectly provides services under this Contract has Workers' Compensation Insurance for its employees. This coverage must include statutory coverage for all States in which employees are engaging in work and employer's liability protection for not less than \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., USL & H and Jones Acts) must also be included.
- B. Commercial General Liability Insurance:** Contractor will provide and maintain Commercial General Liability Insurance with not less than \$1,000,000 per occurrence limit, and will include premises-operation, products/completed operation, broad form property damage, blanket contractual and personal injury coverage. Coverage shall not contain any endorsement(s) excluding or limiting contractual liability nor providing for cross liability.
- C. Automobile Liability Insurance:** Contractor will provide and maintain Automobile Liability Insurance covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 per occurrence bodily injury and property damages. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for hired and non-owned liability which may be satisfied by endorsement to the CGL policy or by separate Business Auto Liability policy.
- D. Professional Liability Insurance:** *(if required by the RFQ, "Section 1, Notices, Item #14")* The Contractor will provide and maintain Professional Liability Insurance covering all errors, omissions or negligent acts of the Contractor, its subcontractors, or anyone directly or indirectly employed by them, made in the performance of this Contract which results in financial loss to the State. Limits required are \$1,000,000.

**E. Umbrella or Excess Liability:** Contractor may satisfy the minimum liability limits required above for CGL and Business Auto under an umbrella or excess liability policy. There is no minimum per occurrence limit under the umbrella or excess policy; however the annual aggregate limit shall not be less than the highest per occurrence limit stated above. Contractor agrees to endorse AHFC as an additional insured on the umbrella or excess policy unless the certificate of insurance states that the umbrella or excess policy provides coverage on a pure "true follow form" basis above the CGL and Business Auto policy.

**F. Certificates of Insurance:** Contractor agrees to provide AHFC with certificates of insurance evidencing that all coverages, limits and endorsements as described above are in full force and effect and will remain in full force and effect as required by this Contract. Certificates shall include a minimum thirty (30) day notice to AHFC of cancellation or non-renewal. The Certificate Holder address shall read:

**G.**

Alaska Housing Finance Corporation  
Risk Management Department  
4300 Boniface Parkway  
Anchorage, Alaska 99504  
Fax (907) 338-9517  
risk@ahfc.us

**H. Information for Insurance Agents/Brokers:** Contractor is strongly encouraged to provide its insurance agent/broker with a copy of the insurance provisions of this Contract in order that the Contractor may timely obtain and maintain the required insurance and/or bonding.

- 8. DISPUTES.** Any dispute arising under this Agreement that is not disposed of by mutual agreement shall be decided in accordance with the appropriate AHFC regulations governing agreement disputes or controversies.
- 9. INDEPENDENT CONTRACTOR.** The Contractor and any agents, employees and officers of the Contractor act in an independent capacity and are not officers or employees or agents of AHFC in the performance of this Agreement.
- 10. GOVERNING LAW.** This Agreement is governed by the laws of the State of Alaska. Any actions brought as a result of this Agreement shall be brought in the courts for the State of Alaska in the Third Judicial District in Anchorage, Alaska.
- 11. OFFICIALS NOT TO BENEFIT.** Contractor must comply with all applicable State or federal laws regulating ethical conduct of public officers and employees.
- 12. CAPTIONS, SEVERABILITY.** The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define the provisions of this Agreement. If any provision of this Agreement conflicts with applicable law, the conflict does not affect the other provisions of this Agreement which can be given effect without the conflicting provision. The provisions of this Agreement are declared to be severable.
- 13. EQUAL OPPORTUNITY EMPLOYMENT.** Contractor certifies that it complies with the applicable portions of 42 U.S.C. 1971, 1975 and 2000 of the Civil Rights Act of 1964 and the civil rights laws in the Alaska Statutes, AS 18.80.2 AAC 12.120 (a) (4). Contractor further certifies that subcontracting will be allocated to meet goals established to eliminate and prevent

discrimination.

- 14. THIRD PARTIES NOT BENEFITED.** It is specifically agreed by the parties that they do not intend by any provisions of any part of this Agreement to create in the public or any member hereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to initiate a suit for damages pursuant to this Agreement.
- 15. NON-WAIVER OF RIGHTS.** No waiver or default of any part of this Agreement by AHFC may operate as a waiver of any subsequent default of any part of this Agreement that is to be performed by the Contractor. Consent or notice by AHFC may not be construed as consent or notice in the future.
- 16. PERMITS.** The Contractor shall be solely responsible and financially responsible for obtaining all required permits, licenses, and/or approvals to comply with municipal, borough, state and federal authority to operate Contractor's own business. The Contractor, as part of its services, may assist AHFC with obtaining permits and/or approvals for project work performed under this Contract, however, the Contractor shall not be financially responsible for the costs of such project-related permits and/or approvals.




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## SUPPLEMENT TO STANDARD TERMS AND CONDITIONS

In consideration of the mutual promises and covenants set forth and/or incorporated by reference herein, the Contractor and AHFC mutually agree as follows:

### **ARTICLE 1. BUSINESS LICENSE AND EQUIPMENT.**

The Contractor agrees, warrants and represents that it has paid all required fees and is properly licensed and bonded to do business in the State of Alaska and within the local governing body in which the work is to be performed. The Contractor agrees, warrants and represents that it will maintain all personnel and the equipment listed by Contractor in its bid in sufficient quantity and working order to timely perform all services required by this Contract.

### **ARTICLE 2. COMPLETION OF WORK AND ACCEPTANCE**

The Contract Administrator declares the project finally complete. Final completion is defined as the total completion of all of the work items and acceptance of such work by AHFC.

### **ARTICLE 3. INCOMPLETE OR UNSATISFACTORY WORK, INCLUDING PUNCH LIST ITEMS**

Work found not to be in compliance with the Contract's requirements, including any and all unsatisfactory work and punch list items, shall be corrected within ten (10) calendar days of written notice to the Contractor, or a lesser time as AHFC may determine appropriate.

### **ARTICLE 4. EXTENT OF AGREEMENT**

The Contract is the agreement made between the Contractor and AHFC, which shall incorporate and include:

- A. Request for Quotation;
- B. AHFC Standard Terms and Conditions, including this Supplement to the Standard Terms and Conditions;
- C. RFQ Form with all required attachments submitted by the successful Offeror;
- D. Any and all addenda; and
- E. All appendices or attachments.

All components of the Contract are complementary, and what is in any one document shall be as binding as though indicated in all documents.

The Contract, as defined herein, represents the entire agreement between AHFC and the Contractor and supersedes all prior negotiations, representations or agreements. Except as expressly set forth elsewhere in this Contract, the parties to this Contract shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by both parties. The Contractor shall have no contractual rights until the Contract has been fully executed by both parties and a Notice to Proceed has been issued.

### **ARTICLE 5. WARRANTY**

The warranty period will be one (1) year from the date of acceptance by AHFC.

### **ARTICLE 6. RECORDS**

Contractor shall retain all records in its possession relating to the performance of this Contract for a period of three (3) years from completion of the project, or until final resolution of any audit findings, claims, or litigation related to the Contract, whichever is later





## AHFC Professional Services Contract

**Project Title:** Third Party Claims Administrator

**Contract Number:** 26-RFQ-006

**Project Site:** Alaska Statewide

**Contract Term:** The initial term of the Contract will be three (3) years. At AHFC's option, the Contract may be extended for up to three (3) additional one-year. Contract Starts upon issuance of Notice to Proceed.

**Contractor:**

**Address:**

**City, State, Zip:**

**Contract Manager:**

**Phone No:** (907)

**Fax No:** (907)

**Email Address:**

### CONTRACTOR INFORMATION AHFC INFORMATION INCORPORATED BY REFERENCE

This contract (the Contract) is made between \_\_\_\_\_ (the Contractor) and the Alaska Housing Finance Corporation (AHFC).

### GENERAL PURPOSE OF CONTRACT

The purpose of this Contract is to establish the Contractor as approved to provide services as required by AHFC; and to define Contractor's duties and obligations, and the rights of the parties.

**Street:** 4300 Boniface Parkway

**PO Box:** P.O. Box 101020

**City, State, Zip:** Anchorage, AK 99504

**Contract Manager:** Chris Tillman, Risk and Safety Manager

**Phone No:** (907) 330-8405   **Fax No:** (907) 330-8217   **Email Address:** ctillman@ahfc.us

The following documents are incorporated by reference into this Contract:

- A.      RFQ # 26-RFQ-006, addendums, attachments, etc.; and
- B.      Contractor's proposal submitted to AHFC.

In case of any conflict between the terms of this Agreement, The RFQ, and the Contractor's Proposal, the terms of this Agreement shall prevail, followed by the RFQ, and then the Contractor's Proposal.



Contractor and AHFC agree as follows:

1. **CONTRACT IN ITS ENTIRETY:** This Contract represents the entire understanding between AHFC and Contractor. No prior oral or written understandings shall have any force or effect with respect to any matter covered in this Contract or in interpreting this Contract. This Contract shall only be modified or amended by written amendment executed by all parties
2. **EFFECTIVE DATE:** This Contract is not effective until the date upon which it is signed by AHFC.
3. **NOTICE TO PROCEED:** Services under this agreement shall not be undertaken or performed until a Notice to Proceed is issued by AHFC.
4. **CONTRACTOR'S DUTIES:** Contractor shall diligently perform for AHFC all of its duties under this Contract and/or any written instructions by AHFC. All work performed by the Contractor is subject to inspection, evaluation, and approval by AHFC. AHFC may employ all reasonable means to ensure that the work both progresses and is performed in compliance with the Contract.

Contractor shall have no liability for defects in the services attributable to Contractor's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by AHFC, third parties retained by AHFC, or in the public domain. Contractor, unless otherwise provided in Exhibit A, shall not be responsible for the verification of any documents or other information provided by AHFC and relied upon by Contractor in performing the services.

In performing the services, Contractor may be required to make certain assumptions or forecasts of conditions, events, or circumstances that may occur in the future. Contractor will take reasonable efforts to assure that assumptions and forecasts made are reasonable and the basis upon which they are made follow generally accepted practices for such assumptions or projections under similar circumstances. AHFC expressly acknowledges that actual results may differ significantly from those projected as influenced by conditions, events, and circumstances that actually occur.

5. **TRAVEL:** If Contractor must travel in order to perform services or complete work as required by this Contract, all travel must be approved by AHFC in writing, and in advance. Travel expenses include, but are not limited to: coach class airfare or other commercial carrier tourist class fare, mid-sized car rental, necessary excess baggage fees, meal allowances at the applicable state or federal rate, and moderately-priced lodging costs.
6. **NO ADDITIONAL WORK OR MATERIALS:** No claim for additional services that are not specifically provided in this Contract, that are performed or furnished by the Contractor, will be allowed unless AHFC has ordered the work in writing, and in advance of the work being performed or the materials being provided.

AHFC and the Contractor agree to negotiate an acceptable compensation for any additional work. Before AHFC may agree to compensate the Contractor for additional work, the Contractor must provide AHFC with detailed cost and pricing data based upon the work to be performed and the schedule for delivery of work product.

Any additional work must be documented as a written amendment to this Contract and must be dated and signed by both parties prior to the work commencing.

7. **KEY PERSONNEL:** Any change in the key personnel of the Contractor responsible for performing work under this Contract must be approved in writing by AHFC.

Upon receipt of documentation that demonstrates that the proposed replacement personnel possess at least equivalent communications skills, specialized knowledge and technical experience comparable to the personnel to be replaced, AHFC may not unreasonably withhold such approval.

**8. COMPENSATION:** Compensation for services will be paid at the rates attached as "Exhibit B".

No payment will be made until the Contract is approved and signed by the AHFC Administrative Services Director, or designee. AHFC is not responsible for and will not pay local, state or federal taxes on work performed under this Contract. All costs associated with the Contract must be stated in U.S. currency.

**9. REIMBURSEMENT:** Any costs or expenses Contractor incurs performing Contractor's duties under this Contract are to be borne by Contractor and will not be reimbursed by AHFC except as provided in this Contract.

**10. TERMINATION BY CONTRACTOR:** The Contractor's duties under this Contract may be terminated in whole at any time at the option of the Contractor, upon ninety (90) days written notice to AHFC.

**11. TERMINATION BY AHFC:** AHFC, by written notice, may terminate this Contract in whole or in part, as follows:

- A.** for any reason upon ninety (90) days written notice to Contractor;
- B.** for Contractor's breach of any term of this Contract upon written notice to Contractor of the breach. A breach of this Contract includes, but is not limited to, Contractor's failure to comply with the Contract, including:
  - 1) Contractor's failure to maintain adequate insurance and/or bonding;
  - 2) Contractor's failure to comply with any federal, State, or local law, regulation, order, or judicial precedent that applies to Contractor;
  - 3) the dissolution or the commencement of any action or proceeding for the liquidation of the Contractor, or for the appointment of a receiver or trustee of the property of the Contractor;
  - 4) the insolvency of Contractor, the adjudication of Contractor as bankrupt, the appointment of a receiver for Contractor, the execution by Contractor of a general assignment for the benefit of Contractor creditors, or other material change in Contractor's status. Contractor's interest in this Contract is not an asset of Contractor or Contractor's successors or assigns, and no interest in this Contract may pass by operation of law without the express written consent of AHFC;
  - 5) a substantial change in the ownership of Contractor, including but not limited to, a sale of the majority interest in Contractor or a change in the corporate status of a Contractor without the prior written consent of AHFC;
  - 6) if a professional services contract, a substantial change in the experience or

qualifications of Contractor's staff assigned to perform services under this Contract without AHFC's express written approval;

- 7) a finding by a court that Contractor, or any principal of Contractor, committed an act of civil fraud, or a conviction of Contractor or any principal of Contractor of a crime for acts related to Contractor's business;
- 8) any revocation or suspension of Contractor's State of Alaska business license, or any determination by any professional board censuring Contractor in any manner;
- 9) any action or inaction on the part of the Contractor which results in a lien being filed against AHFC or results in AHFC dispensing funds to prevent lien action, provided, Contractor shall have ten (10) days from receipt of written notice to (i) remedy the same, or (ii) commence proceedings to remedy the same and proceed diligently in remedying the same;
- 10) failure of Contractor to pay subcontractors, suppliers, laborers, applicable State or federal taxes, provided, Contractor shall have ten (10) days from receipt of written notice to (i) remedy the same, or (ii) commence proceedings to remedy the same and proceed diligently in remedying the same.

- C.** Whether or not AHFC has notified Contractor of the Contract termination under Subsection B, AHFC may take any action that in its discretion is reasonable to protect itself from Contractor's breach of this Contract.
- D.** Failure of AHFC to terminate this Contract for Contractor's breach under Subsection B does not waive that right or any other right under this Contract.
- E.** AHFC is liable only for payment in accordance with the compensation provisions of this Contract for services rendered before the effective date of any termination of this Contract.

**12. TERMINATION NOT A RELEASE:** Termination of this Contract by either AHFC or Contractor under Sections 11 or 12 of this Contract does not release Contractor from any obligations or liability under the Contract unless AHFC expressly releases Contractor in writing. Upon termination of the Contract by either AHFC or Contractor, Contractor must assist in an orderly transfer of all files, notes, draft reports, or other work product related to this Contract to the offices of AHFC or to any successor or custodian designated by AHFC (in writing).

**13. INDEMNIFICATION:** The Contractor shall indemnify, save harmless and defend AHFC and the State, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Contractor, its subcontractors, or anyone directly or indirectly employed by Contractor in the performance of this Contract.

All actions or claims, including costs and expenses, resulting from injuries or damage sustained by any person or property arising directly or indirectly from Contractor's performance under this Contract which are caused by the joint negligence of AHFC and the Contractor shall be apportioned on a comparative-fault basis. Any such joint negligence on the part of AHFC must be a direct result of active involvement by AHFC.

- 14. NO ASSIGNMENT OR DELEGATION:** This Contract is a personal services Contract and Contractor may not assign or delegate this Contract, or any part of it, or any right to any compensation or reimbursement paid under it, except with the express written consent of AHFC, provided, Contractor may subcontract portions of the services to its related entities. The required consent shall not be unreasonably withheld, conditioned or delayed.
- 15. NOTICE:** Any notices given under this Contract must be in writing and must be sent by registered mail or certified mail, return receipt requested, and addressed to the parties identified on Page 1 of this contract:

- 16. OWNERSHIP OF RECORDS:** All records related to work performed by Contractor for AHFC under this Contract, including but not limited to documents, reports, recommendations, analysis, work produced in any form including intellectual property, computerized data files, and other media or papers of whatever kind or description (hereinafter called "records") whether or not developed or originated by Contractor are the sole property of AHFC.

At all times, each party shall retain all of its rights in its drawing details, designs, specifications, databases, models, computer software, copyrights, trade and service marks, patents, trade secrets, and any other proprietary property.

Nothing contained in this Section shall be construed as limiting or depriving Contractor of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Contract.

Contractor shall have the right to retain and use copies of drawings, documents, and other data furnished by or to be furnished by Contractor and any non-confidential information contained therein.

AHFC shall not acquire any rights to any of Contractor's, its subcontractor's or vendor's proprietary computer software that may be used in connection with the services except as expressly provided in Exhibit A or as may be separately agreed in writing.

Contractor, upon AHFC's written request, shall deliver immediately all records to AHFC or as AHFC otherwise dictates in writing. Contractor may not condition in any manner whatsoever, the delivery of records. Any records that Contractor has retained on microfilm or otherwise condensed, must be reproduced promptly, at no cost to AHFC.

Unless all records have been delivered to AHFC, Contractor shall retain all records in its possession relating to the performance of this Contract for a period of three (3) years from completion of the project, or until notified by AHFC of final resolution of any audit findings, claims, or litigation related to the Contract, whichever is later.

- 17. EXAMINATION OF RECORDS:** Contractor shall permit any person designated by AHFC, at any reasonable time during regular business hours, and upon twenty four (24) hour notice, to examine and make audits of any and all of the records related to the services. Contractor shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or as a percentage of other costs.
- 18. PRIOR CONTRACTS:** This Contract supersedes any prior Contracts and understandings between AHFC and the Contractor relating to the subject matter of this Contract. However, the

provisions of this paragraph do not operate to release Contractor or AHFC from any responsibilities or liability that may have arisen under any prior Contract related to the subject matter of this Contract.

19. **PERMITS:** The Contractor shall be solely responsible and financially responsible for obtaining all required permits, licenses, and/or approvals to comply with municipal, borough, state and federal authority to operate Contractor's own business. The Contractor, as part of its services, may assist AHFC with obtaining permits and/or approvals for project work performed under this Contract, however, the Contractor shall not be financially responsible for the costs of such project-related permits and/or approvals.
20. **SAFETY:** The Contractor shall be solely responsible for initiating, managing and supervising all safety precautions and procedures related to, and arising out of, the Contractor's work under this Contract.

The Contractor shall take all necessary precautions to ensure the safety of all persons on the work site, whether the Contractor's employees or not. The Contractor shall comply with all applicable laws, ordinances, rules and regulations of any authority having jurisdiction over the safety of persons, or of the safe use of materials and equipment.

21. **CONFIDENTIALITY:** The Contractor acknowledges that AHFC will provide it with certain confidential and proprietary information to enable it to perform under this Contract. Contractor agrees that it will protect and keep confidential all such information that AHFC provides to it and will undertake to maintain the same standard of care and security to protect the confidential information as Contractor uses to protect its own confidential and proprietary information, provided Contractor shall be under no liability to treat the information received as confidential unless AHFC advises Contractor at the time of disclosure that said information is confidential.

Contractor's confidentiality obligation hereunder shall not extend to information which: (i) at the time of disclosure, is or becomes a part of the public domain by publication or otherwise through no fault of Contractor; (ii) Contractor can show was in its possession at the time of disclosure; or (iii) is subsequently disclosed to Contractor by a third-party, which information Contractor reasonably believes has not been wrongfully acquired, directly or indirectly.

Contractor shall not be restricted in any way from releasing information, including confidential information, in response to a subpoena, court order, or other legal process, or as may be legally compelled by any tribunal or governmental or regulatory authority, but in such event, shall notify AHFC of the demand for information before Contractor responds to such demand.

Contractor agrees to limit distribution of the confidential information to those of its employees who are performing work under the Contract. The confidential information may not be distributed to third-parties without the express written consent of AHFC. Contractor agrees that, upon completion of the Contract, it will return the originals and all copies of the confidential information to AHFC.

22. **COPYRIGHT:** Contractor acknowledges that the work product developed under this Contract is a work for hire specifically commissioned by AHFC. Contractor agrees that AHFC is entitled to the copyright in all technical materials, reports, drawings, manuals, or other work product developed pursuant to this Contract and Contractor hereby releases and waives any claim it may have to such copyright.

23. **NON-WAIVER OF RIGHTS:** No waiver or default of any part of this Contract by AHFC shall operate as a waiver of any subsequent default of any part of this Contract that is to be performed by Contractor. Consent or notice by AHFC shall not be construed as consent or notice in the future.
24. **THIRD PARTIES NOT BENEFITED:** It is specifically agreed by the parties that they do not intend by any provisions of any part of this Contract to create in the public or any member hereof a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to initiate a suit for damages pursuant to this Contract.
25. **DISPUTES:** Any dispute arising under this Contract that is not disposed of by mutual agreement shall be decided in accordance with the appropriate AHFC authority governing contract disputes or controversies.
26. **INDEPENDENT CONTRACTOR:** The Contractor and any agents, employees and officers of the Contractor act in an independent capacity and are not officers or employees or agents of AHFC in the performance of this Contract.
27. **GOVERNING LAW:** This Contract is governed by the laws of the State of Alaska. Any actions brought as a result of this Contract shall be brought in the courts for the State of Alaska in the Third Judicial District in Anchorage, Alaska.
28. **OFFICIALS NOT TO BENEFIT:** Contractor must comply with all applicable State or federal laws regulating ethical conduct of public officers and employees.
29. **CAPTIONS, SEVERABILITY:** The captions and headings of the paragraphs of this Contract are for convenience only and are not to be used to interpret or define the provisions of this Contract. If any provision of this Contract conflicts with applicable law, the conflict does not affect the other provisions of this Contract which can be given effect without the conflicting provision. The provisions of this Contract are declared to be severable.
30. **FUNDING:** Notwithstanding any other provision of this Contract, funding to support this Contract is contingent upon legislative approval of AHFC's annual operating budget. AHFC's fiscal year is July 1 through June 30.
31. **CONTRACT ADMINISTRATOR NOTICE:** Each party to this Contract shall designate a Contract Administrator. This person must be authorized to act on behalf of and bind their respective organization. The authority of the Contract Administrator cannot be assigned, delegated or changed without written amendment to this Contract.

Any notice given to AHFC under this Contract must be in writing and must be sent by registered mail or certified mail, return receipt requested, addressed to the AHFC Contract Administrator.

32. **INSURANCE:** Without limiting Contractor's indemnification, it is agreed that Contractor will purchase at its own expense and maintain in force at all times during the performance of services under this Contract, the following described policies of insurance.

Contractor must provide the required insurance certificates as described below to AHFC within ten (10) working days of Notice of Intent to Award. AHFC will not sign a contract, issue a notice to proceed, or make any payment absent the required insurance certificates.

AHFC Risk Management reserves the right, but not the obligation, to review and revise any of the following insurance requirements, based on insurance market conditions which may affect the availability or affordability of coverage; or based on changes in the scope of work or

specifications that apply to this Contract. In addition, AHFC Risk Management reserves the right, but not the obligation, to review and reject any insurance policies failing to either meet the necessary criteria or that have been provided by an insurer in poor financial condition or legal status.

The requirements contained herein, as well as AHFC Risk Management review or acceptance of insurance maintained Contractor is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance policies required to be maintained by Contractor will name AHFC as additional insured for all coverage where applicable

Contractor and its subcontractors agree to obtain a waiver, where applicable, of all subrogation rights against AHFC, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor and its subcontractors for AHFC. However, this waiver shall be inoperative if its effect is to invalidate in any way the insurance coverage of either party.

Where specific limits are shown, it is understood that they will be the minimum acceptable limits. If the Contractor's policy contains higher limits, AHFC will be entitled to coverage to the extent of such higher limits. The coverages and/or limits required are intended to protect the primary interests of AHFC, and the Contractor agrees that in no way will the required coverages and/or limits be relied upon as a reflection of the appropriate types and limits of coverage to protect Contractor against any loss exposure whether a result of this Contract or otherwise.

Failure to furnish satisfactory evidence of insurance or lapse of any required insurance policy is a material breach and grounds for termination of this Contract.

**Workers' Compensation Insurance:** Contractor will provide and maintain, for all employees of the Contractor engaged in work under the Contract, Workers' Compensation Insurance as required by AS 23.30.045. Contractor shall be responsible for ensuring that any subcontractor that directly or indirectly provides services under this Contract has Workers' Compensation Insurance for its employees. This coverage must include statutory coverage for all States in which employees are engaging in work and employer's liability protection for not less than \$1,000,000 per occurrence. Where applicable, coverage for all federal acts (i.e., USL & H and Jones Acts) must also be included.

**Commercial General Liability Insurance:** Contractor will provide and maintain Commercial General Liability Insurance with not less than \$1,000,000 per occurrence limit, and will include premises-operation, products/completed operation, broad form property damage, blanket contractual and personal injury coverage. Coverage shall not contain any endorsement(s) excluding or limiting contractual liability nor providing for cross liability.

**Automobile Liability Insurance:** Contractor will provide and maintain Automobile Liability Insurance covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 per occurrence bodily injury and property damages. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for hired and non-owned liability which may be satisfied by endorsement to the CGL policy or by separate Business Auto Liability policy.

**Professional Liability Insurance:** *(if required by the RFQ, Section 1, Notices, Item #14)* The Contractor will provide and maintain Professional Liability Insurance covering all errors, omissions or negligent acts of the Contractor, its subcontractors, or anyone directly or indirectly employed by them, made in the performance of this Contract which results in financial loss to the State. Minimum limits required are not less than \$1,000,000; higher limits may be required based upon the scope of work for this Contract.

**Umbrella or Excess Liability:** Contractor may satisfy the minimum liability limits required above for CGL and Business Auto under an umbrella or excess liability policy. There is no minimum per occurrence limit under the umbrella or excess policy; however the annual aggregate limit shall not be less than the highest per occurrence limit stated above. Contractor agrees to endorse AHFC as an additional insured on the umbrella or excess policy unless the certificate of insurance states that the umbrella or excess policy provides coverage on a pure "true follow form" basis above the CGL and Business Auto policy.

**Certificates of Insurance:** Contractor agrees to provide AHFC with certificates of insurance evidencing that all coverages, limits and endorsements as described above are in full force and effect and will remain in full force and effect as required by this Contract. Certificates shall include a minimum thirty (30) day notice to AHFC of cancellation or non-renewal. The Certificate Holder address shall read:

Alaska Housing Finance Corporation  
Risk Management Department  
4300 Boniface Parkway  
Anchorage, Alaska 99504  
Fax (907) 330-8217  
risk@ahfc.us

**Information for Insurance Agents/Brokers:** Contractor is strongly encouraged to provide its insurance agent/broker with a copy of the insurance provisions of this Contract in order that the Contractor may timely obtain and maintain the required insurance and/or bonding.

**33. ADDITIONAL PROVISIONS.**

**A. EQUAL OPPORTUNITY EMPLOYMENT.** Contractor certifies that it complies with the applicable portions of 42 U.S.C. 1971, 1975 and 2000 of the Civil Rights Act of 1964 and the civil rights laws in the Alaska Statutes, AS 18.80 2 AAC 12.120 (a) (4). Contractor further certifies that subcontracting shall be allocated to meet goals established to eliminate and prevent discrimination.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set out below. This Contract takes effect on the date of its execution by AHFC.

**For the Contractor**

Signature: \_\_\_\_\_

Name:

Date

Title:

**For AHFC**

Signature: \_\_\_\_\_

Name: Greg Rochon

Date

Title: Administrative Services Director, Chief Procurement Officer