

## REQUEST FOR PROPOSAL # 23T-RP-217

# FLOORING REPLACEMENT SERVICES

**AUGUST 2023** 

### Prepared By:

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

Chad Campoamor, Procurement Specialist I

Phone: (907) 793-3030

Email: ccampoamor@cookinlethousing.org

### FLOORING REPLACEMENT SERVICES COOK INLET HOUSING AUTHORITY

Division	Section	<b>Pages</b>
DIVISION	0 - PROCUREMENT AND CONTRACTING REQUIREMENTS	
000110	Table of Contents	
000120	Specified Dates	
001119	Request for Proposal	
004103	Proposer's Checklist	´
004110	Evaluation Criteria	
004113	Proposal Price Form	
004519	Form of Non-Collusive Affidavit	1
004549	Lobbying Certificate	5
005213	Sample Form of Contract	
007213	General Conditions for Non-Construction Contract (form HUD 5370-C I & II)	
007316	Indemnity and Insurance Requirements	3
007346	Tribally Designated Wages	
DIVISION	1 – GENERAL REQUIREMENTS	
011100	Summary of Work	2
012900	Payment Procedures	1
014200	Specifications	1

### SPECIFIED DATES RFP # 23T-RP-217

	Description	Date and Time	Location
1.	RFP Packets Available	August 25, 2023, 2:00 p.m.	CIHA website
	Last day for questions	September 7, 2023, 5:00 p.m.	By Email
3.	Proposal Due	September 26, 2023, 2:00 p.m.	By Email or Mail

CIHA Main Office is located at 3510 Spenard Road, Anchorage, AK 99503

SPECIFIED DATES 000120-1

### REQUEST FOR PROPOSAL RFP # 23T-RP-217 FLOORING REPLACEMENT SERVICES

Cook Inlet Housing Authority (CIHA) is a state chartered Housing Authority primarily funded by the Department of Housing and Urban Development, with other State and private grant funds, and loan sources. CIHA is seeking proposals from responsive and responsible firms for Flooring Replacement Services to be performed at residential and commercial properties and sites owned, managed, or under contract to be purchased by CIHA.

**Mailed Proposals: An original and three (3) copies must be submitted.** Mailed proposals must be received at Cook Inlet Housing Authority, Attention: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503 no later than the deadline stated in the Specified Dates (Section 000120).

**Emailed proposals** Emailed proposals must be one (1) single .pdf file and sent to ccampoamor@cookinlethousing.org.

Mailed or emailed submissions must be received by CIHA no later than the deadline stated in the Specified Dates (Section 000120). Proposals received after that time and date will be rejected. Faxed proposals will be rejected. The envelope, box, other container or email subject line must be clearly marked: "RFP # 23T-RP-217, Flooring Replacement Services, Do Not Open".

### **QUESTIONS**

CIHA shall not be bound by any oral interpretation of this RFP. Questions are encouraged, and should be sent in writing to the Procurement contact person listed on the cover page by fax or email by the deadline in the Specified Dates.

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

### **CONTRACT TERM**

An awarded contract shall be in effect for an initial two (2) year term with an option to extend for no more than three (3) one (1) year terms based on available funding, satisfactory performance, and mutual agreement. The yearly contract shall be automatically renewed for one year unless either party gives written notice of forty five (45) days prior to the expiration thereof.

### INTENT

This RFP will not necessarily result in an exclusive agreement to provide flooring replacement services to CIHA. CIHA may select more than one Flooring Replacement firm to provide services under this RFP.

### **SCOPE OF SERVICES**

The contractor shall provide tools, glue, tack strips, carpet, vinyl, padding, supervision, labor, and cleaning supplies needed to provide the services. Work quantity of this contract will vary. The typical minimum of two units can be expected, but not guaranteed.

The Contractor shall be responsible for all damages to persons or property caused by either equipment or operator error. The Owner reserves the right to repair any damages with other sources if the Contractor fails to do so within a reasonable time of notice, and to repair and deduct

the cost incurred from monies owed the contractor. CIHA will notify the contractor within 24 hours of any damages found.

- A. Removal and disposal (off site) of old carpet, vinyl, cove base and tack strip etc.as needed. In most cases CIHA maintenance staff will remove old carpet and pad from units.
- B. Stock a minimum of 200 square yards of carpet, and 60 square yards of vinyl for immediate use.48-hour response time once notified to proceed.
- C. Floor preparation as needed.
- D. Sub-floor replacement with 3/8" underlayment rated plywood, as needed.
- E. Moving and resetting appliances, as needed.
- F. Carpet stairs, as needed.
- G. Tack strips and incidentals, as needed.
- H. Removal and resetting toilets (including parts), as needed.
- I. The occasional request for materials not listed above.
- J. Clean project site and work areas when complete.
- K. The contractor shall, if directed by the designated CIHA representative, respond to the site within 24 hours of being notified that corrections need to be made.

### **PRODUCT SPECIFICATIONS:**

- Carpet: Shaw Dyersberg II15-Philadelphia 55720 Driftwood (or like similar product)
- Vinyl: Resilient Benchmark TM Pattern Series 37XX 11mils Vinyl (or similar like product)
- Cove Base: Roppe Pinnacle #30 Buckskin-Rubber 4" (or similar like product)
- Transition Strip: Gold Flat Bar-Anodized Aluminum/Gold anodized aluminum carpet bar, or rubber/channel type where prior Installations exists (or similar like product)
- Pad: 6 lbs. Re-bond (or similar like product)

### STANDARDS:

Contractor shall install and comply with the carpet/vinyl manufacture's recommendations for seam locations and directions of carpet; add tack strips; maintain conformity of carpet direction and lay of pile. At doorway, center seams under door in closed position. Do not bridge building expansion joints with continuous carpet.

Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets edgings, thresholds, and nosing. Bind or seal cut edges as

### FLOORING REPLACEMENT SERVICES COOK INLET HOUSING AUTHORITY

recommended by carpet/vinyl manufacturer. Extend flooring material into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

### PREFERENCE STATEMENT

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

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

Preference will be given to American Indian/Alaska Native, Small-, Minority- and Women-owned businesses. American Indian/Alaska Native, Small-, Minority- and Women-owned businesses are encouraged to submit proposals.

#### **PRICING**

Unit pricing and cost information provided by the proposer in Section 004113 Proposal Price Form will be used as the basis for establishing the contract cost for all projects executed under this contract. A representative of CIHA will provide the awarded contractor(s) with work scope. Based on the work scope, the contractor will provide CIHA with a total lump sum cost to perform the work requested.

CIHA will review the Contractor's proposed work scope and fee proposal. If the Contractor's work proposal is not agreeable to CIHA, CIHA shall be free to request additional quotes for the proposed work from other contractors.

### PROPOSAL SUBMITTAL REQUIREMENTS

See Section 004103, Proposer's Checklist

### **EVALUATION PROCESS**

Proposals received in response to this RFP will be reviewed by the Evaluation Committee. The committee may, at its discretion, decide to interview the proposers.

- An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. Failure to provide sufficient information for the evaluation criteria will result in loss of points.
- The evaluation process shall be based on a 100 point scale. The proposal(s) that accrues
  the highest point total shall be recommended for award subject to the best interests of
  CIHA. Categories have been identified for the evaluation process. Each category shall
  receive a point value within the specified range based on how well the proposal meets or

exceeds CIHA's requirements. The following table lists the maximum points associated with each category.

- Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting CIHA's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal.
- Contractor submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that some subjective judgments shall be made by CIHA during assignment of points.
- All Contractors who submitted a proposal will be notified in writing of the results after the scoring and subsequent due diligence is completed.
- Any award as a result of this request for proposal shall be contingent upon the execution
  of an appropriate Contract. This RFP and its attachments shall form the basis of the
  Contract Terms and Conditions. Exceptions or deviations to this proposal must
  not be added to the proposal pages, but must be on vendor's letterhead and
  accompany the proposal. Any exceptions to the Terms and Conditions will be taken into
  consideration when evaluating proposals submitted. CIHA reserves the right to accept or
  reject any or all of your proposed modifications.

### **EVALUATION CRITERIA**

See Section 004110, Evaluation Criteria

### **AWARD**

<u>Rejection of Proposals:</u> CIHA reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities. CIHA also reserves the right to reject the proposal of any proposer who has previously failed to perform properly or complete on time Contracts of a similar nature, or a proposal from a proposer who, investigation shows, is not in a position to satisfactorily and timely perform the Contract.

<u>Selection</u>: CIHA desires to enter into negotiations and ultimately reach an agreement with one or more Proposers who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with CIHA that is fair and reasonable. CIHA may conduct discussions with any proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by CIHA will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful proposer is selected. CIHA is not required to accept the proposal with the lowest cost estimate and reserves the right to award more than one (1) Contract under this RFP.

No proposal shall be withdrawn for a period of sixty (60) days subsequent to the deadline date for receipt of the proposals without the written consent of CIHA. In no way does this Request for Proposal constitute a Contract, or obligate CIHA in any way.

A Firm, fixed-price contract for the Work will be awarded in accordance with CIHA's procurement policies to the Contractor that submits the highest rated proposal which will be graded on the scoring criteria. The awarded Contractor will be required to provide the following:

State of Alaska Business License

### FLOORING REPLACEMENT SERVICES COOK INLET HOUSING AUTHORITY

- State of Alaska Professional Licenses (if applicable)
- · Certificate of insurance as defined by this RFP
- IRS Form W-9
- Vendor Maintenance and ACH Form

### INDEMNITY AND INSURANCE REQUIREMENTS

See Insurance Requirements Form (Section 007316) for detail on the insurance requirements. No contract will be signed until the certificate of insurance has been received and approved by the Procurement Manager. If the insurance expires or is cancelled during the term of the Contract, services and related payments will be suspended.

### **GENERAL CONDITIONS TO PROPOSERS**

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

<u>REQUEST FOR PROPOSAL (RFP)</u>: is defined as a request for an offer, by one party to another, of terms and conditions with reference to some Work or undertaking.

This document constitutes a REQUEST FOR PROPOSAL, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is NOT a bid. Moreover, any acceptance of a proposal shall NOT result in a binding Contract between CIHA and the proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or Contract between the proposer and CIHA.

<u>Completeness/Authorization of Proposal:</u> Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and email address of the proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the proposer to the proposal.

<u>Corrections to Submitted Proposals</u>. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.

<u>Collusive Proposing</u>: The Proposer certifies that the proposal is made without any previous Understanding, Agreement or connection with any person, Firm, or Corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

<u>Subletting of Contract:</u> Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or their right, title or interest therein, or their power to execute such Contract to any other person, Firm or Corporation without the prior written consent of CIHA, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the Contract.

### RFP CONDITIONS AND PROVISIONS

- ➢ If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, or should CIHA omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, the proposer should contact the CIHA Procurement Representative listed on the cover page of this document by the deadline for questions.
- Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated.
- > The format of the vendor's proposal must be consistent with the format of the specifications listed.
- ➤ All participating Vendors, by their proposal submission, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein.
- Offerors shall respond with sufficient detail to facilitate the evaluation of all factors included in the Evaluation Criteria. Failure to provide required items will result in the proposal being considered non-responsive. Failure to provide sufficient information for the Evaluation Criteria will result in loss of points.
- > The proposer is responsible for all costs related to the preparation of this Proposal.

# NOTICE TO PROPOSER: PLEASE REMOVE THIS SECTION FROM THE REST OF THE RFP AND SUBMIT WITH PROPOSAL

Proposals should include the appropriate narrative and supporting materials to adequately address the evaluation criteria. Proposals not containing all items listed below may be considered non-responsive.

1.	Proposers Checklist (Section 004103)			
2.	Cover Page			
	Proposal must be signed and include the firm name, local address, telephone number, and name of the person(s) authorized to submit the proposal, along with their title(s), telephone number(s), and email address(es).			
3.	Narrative			
	Provide a narrative describing the Firm's core business, i.e.: specializing in flooring replacement services. Describe the Firm's experience in Anchorage providing these services. Describe the team make up; project manager(s), superintendent(s), and journeymen. Describe the services your Firm will provide under this Contract.			
4.	Statement of Qualifications			
	Describe the qualifications of the Firm to perform these services. This shall include:			
	<ul> <li>Proposer's qualifications, years in business, and experience providing abatement and remediation services required by the RFP.</li> </ul>			
	<ul> <li>Provide three references from past projects involving residential hazardous material abatement and remediation services.</li> </ul>			
	c. List the primary team to be assigned to this contract, and identify their qualifications and experience, including applicable professional licenses for such work.			
5.	Contractor's capacity to perform the requested services			
6.	Proposal Price Form (Section 004113)			

PROPOSERS CHECKLIST

### **EVALUATION CRITERIA**

SCORING CRITERIA POINTS

Preference: Alaska Native/American Indian owned contractor preference (if applicable must submit HUD 5369-C).	10
OR	OR
Small/Minority/Woman-Owned (if applicable must submit HUD 5369-C), or Section 3 Business Concern (if applicable)	5
Maximum Preference points shall be 10.	
Qualifications and Experience:  a) Qualifications of the <u>firm</u> to perform these services b) Qualifications and experience of <u>team</u> . c) Examples of similar work/references.  Maximum points for Qualifications and Experience shall be 15.	15
Work Proposal and Approach:  a) Proposer shall include a brief understanding of the scope of the proposal.  b) Ability to work within CIHA's time constraints. This should detail Proposer's timeline, approach, and plan for addressing requirements as specified.  Maximum points for Work Proposal and Approach shall be 25.	25
Cost: Maximum points for Cost shall be 50.	50

Total Possible Points ------ 100

Project: Cook Inlet Housing Authority

Flooring Replacement

Services RFP# 23T-RP-217 Various CIHA Properties

Location: Various CIHA Properties
Owner: Cook Inlet Housing Authority

(CIHA)

1) The undersigned, Legal Name of Proposer:

(Company Name)	on this
date:	, having familiarized (himself/herself) (themselves) with the
local conditions affecting the	e cost of work, and with the Specifications, including the Reques
for Proposal (RFP), this Pro	posal Form, the Form of Contract, the General Conditions, the
CIHA Statement of Alaska N	lative/American Indian Preference Requirements, the General
Scope of the Work, all adde	nda, as prepared by CIHA, and on file in the office of CIHA,
•	all labor, material, equipment and services required to provide
flooring replacement service	es:

Provide a **FIXED PRICE** for carpet replacement services, including all labor, materials, supplies, tools, equipment, and fees per specifications and instructions of this Request for Proposal.

Description	Unit Price	Unit of Measure	Qty	Total Price
Residential Carpet	I			
Pad – 6 lb. Re-bond		Sq ft	150	
Carpet – Shaw Dyersberg II 15- Philadelphia 55720 Driftwood		Sq ft	150	
Installation for Stretch w/ pad		Sq ft	150	
Installation for Glue Down		Sq ft	150	
Installation for Stairway w/pad		Steps	15	
Carpet pull up & haul away		Sq ft	150	
Vinyl Flooring				
Vinyl – Resilient Benchmark TM Pattern Series 37XX 11mils		Sq ft	150	
Installation		Sq ft	150	
Metal edging – Gold Flat Bar – Anodized Aluminum/Gold Anodized Aluminum Carpet Bar		Lineal ft	50	
Edging - Rubber Channel type where prior installations exist		Lineal ft	50	
Vinyl base		Lineal ft	150	
Vinyl base installation	0041	Lineal ft	150	

### FLOORING REPLACEMENT SERVICES **COOK INLET HOUSING AUTHORITY**

### **SECTION 004113** PRICE PROPOSAL FORM

Vinyl pull up and haul away	Sq. Ft.	150	
Floor Prep (not including subfloor replacement)	Sq. Ft.	150	
Subfloor replacement 3/8"underlayment	Sq. Ft.	150	

Other services that may be required			
Remove/reinstall refrigerators and			
ranges, including reconnection	Each	1	
Remove/reinstall toilets	Each	1	
TOTAL BID AMOUNT (Sum of "1	\$		

In submitting this proposal, it is understood that the right is reserved by CIHA to reject any and all bids at its sole discretion and for its convenience or benefit.

- 2) I /We have enclosed with the bid the following items:
  - A. Price Proposal Form (Section 004113)

Email address

- B. Representations, Certifications, and Other Statements of Bidders
- PIH Programs (form HUD 5369-C), Section 004546
- C. Form of Non-Collusive Affidavit, Section 004519
- D. Lobbying Disclosure Packet, Section 004549

3)	I/We further acknowledge receipt of the following addenda:			
	Addendum No.:Dated:	Addendum No	o.:Dated:	
	Addendum No.:Dated:	Addendum No	o.:Dated:	
5) by fede	5) I/We further understand the penalty for making false statements in offers is prescril by federal law at 18 U.S.C. §1001.			
	NAME OF BIDDER	OF	FICIAL ADDRE	ESS
	BY: Print Name and Title		Address	
	Signature	City	State	ZIP

Phone

FAX

### **FORM OF NON-COLLUSIVE AFFIDAVIT**

### **AFFIDAVIT**

	(PRIME BID	DDER)	
STATE OF ALASKA THIRD JUDICIAL DISTRICT	) ) ss. )		
	, being first	duly sworn, deposes and	d says:
"That he/she is the bidder, or a par proposal or bid, that such proposal bidder has not colluded, conspired, person, to put in a sham bid or to indirectly, sought by agreement of person, to fix the bid price of affiar element or said bid price, or of that Cook Inlet Housing Authority or ar statements in said proposal or bid a	If or bid is gent connived or agrefrain from bid or collusion, or of any other of any other bit ony person inter	uine and not collusive greed, directly or indirect lding, and has not in an r communications or o bidder, or to fix any ove dder, or to secure any a	or a s ham; that said tly, with any bidder or ny manner, directly or conference, with any erhead, profit or cost ndvantage against the
	Signature of:		
		Bidder, if the I	bidder is an individual
		Partner, if the b	idder is a Partnership
		Officer, if the b	idder is a corporation
Subscribed and sworn to bef	fore me this	day of	<u>,</u> 2023.
		My Commission Expire	·s·

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 87.11O(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.

### <u>Certification for Contracts, Grants, Loans, and Cooperative Agreements</u>

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.

### SECTION 004549 LOBBYING CERTIFICATION & DISCLOSURE

(REV. 12/05)

#### LOBBYING CERTIFICATION FORM

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

SIGNATURE:			
TITLE:			
DATE:			

### SECTION 004549 LOBBYING CERTIFICATION & DISCLOSURE

### **DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB

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

0348-0046

1. Type of Federal Action:	2. Status of Feder	al Action:	3. Report Type:
a. contract	a. bid/d	offer/application	a. initial filing
b. grant	b. initia	ıl award	b. material change
c. cooperative agreement	c. post	-award	For Material Change Only:
d. loan			year quarter
e. loan guarantee			date of last report
f. loan insurance			,
4. Name and Address of Reportin	g Entity:	5. If Reporting E	ntity in No. 4 is a Subawardee, Enter Name
Prime Subawardee		and Address of	f Prime:
Tier	, if known:		
1101	, " " " " " " " " " " " " " " " " " " "		
Congressional District, if known	n·	Congressional	District, if known:
6. Federal Department/Agency:	1.		am Name/Description:
o. i ederai bepartinent/Agency.		7. i ederal i rogi	am Name/Description.
		CEDA Number	if applicable.
		CFDA Number,	if applicable:
8. Federal Action Number, if know	'n.	9. Award Amour	of if known:
o. rederal Action Hamber, ii know	//·		K, II MIOWIT.
		\$	
10. a. Name and Address of Lobb	ying Registrant		erforming Services (including address if
(if individual, last name, first i	name, MI):	different from	No. 10a)
		(last name, fir	st name, MI):
11_ Information requested through this form is authorize		Signature:	
1352. This disclosure of lobbying activities is a m upon which reliance was placed by the tier above wh			
or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Print Name:	
		Title:	
			Date:
Fodorol Llos Only		•	Authorized for Local Reproduction
Federal Use Only:			Standard Form LLL (Rev. 7-97)

### FLOORING REPLACEMENT SERVICES COOK INLET HOUSING AUTHORITY

### SECTION 004549 LOBBYING CERTIFICATION & DISCLOSURE

### 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.
- 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 organizationallevel 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; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "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.

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.

### SECTION 004549 LOBBYING CERTIFICATION & DISCLOSURE

## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OMB 0348-0046

Reporting Entity:	Page	of

Authorized for Local Reproduction Standard Form - LLL-A



# STANDARD CONTRACT FOR GOODS/SERVICES Flooring Replacement Services Contract No. 23T-RP-217

OWNER Contact Information	CONTRACTOR Contact Information
Cook Inlet Housing Authority ("CIHA" or "Owner")	Contractor Name ("Contractor")
3510 Spenard Road, Suite 100	
Anchorage, Alaska 99503	
Phone (907) 793-3000 FAX (907) 793-3070	Phone FAX
Contracting Officer:	Contractor Contact:
Name Title	Name Title

### 1. SCOPE OF WORK

The Goods/Services provided by the Contractor consist of the following: (RFQ #23T-RP-217, dated August 2023 attached hereto and incorporated by reference):

The vendor shall provide all resources necessary to accomplish the Work set forth in Contract Requirements. The vendor shall provide tools, glue, tack strips, carpet, padding, supervision, labor, and cleaning supplies needed to provide the services. Work quantity of this contract will vary. The typical minimum of two units can be expected, but not guaranteed.

The Contractor shall be responsible for all damages to persons or property caused by either equipment or operator error. The Owner reserves the right to repair any damages with other sources if the Contractor fails to do so within a reasonable time of notice, and to repair and deduct the cost incurred from monies owed the contractor.

- Removal and disposal (off site) of old carpet, vinyl, cove base and tack strip etc., as needed. In most cases CIHA maintenance staff will remove old carpet and pad from units
- 2. Stock a minimum of 200 square yards of carpet, and 60 square yards of vinyl for immediate use.
- 3. 48 hour response time once notified to proceed.
- 4. Floor preparation as needed.
- 5. Sub-floor replacement with 3/8" underlayment rated plywood, as needed.
- 6. Moving and resetting appliances, as needed.
- 7. Carpet stairs, as needed.
- 8. Tack strips and incidentals, as needed
- 9. Removal and resetting toilets (including parts), as needed

SAMPLE CONTRACT Page 1 of 4

- 10. The occasional request for materials not listed above.
- 11. Clean project site and work areas when complete.
- 12. The contractor shall, if directed by the designated CIHA representative, respond to the site within 24 hours of being notified that corrections need to be made.

### **Product Specifications:**

Carpet: Shaw Dyersberg II 15-Philadelphia 55720 Driftwood (or similar like product)

Vinyl: Resilient Benchmark TM Pattern Series 37XX 11mils Vinyl (or similar like product)

Cove Base: Roppe Pinnacle #30 Buckskin–Rubber 4" (or similar like product)

Transition Strip: Gold Flat Bar-Anodized Aluminum/Gold anodized aluminum carpet bar, or rubber/channel type where prior installations exists (or similar like product)

Pad: 6 lbs. Re-bond (or similar like product)

NOTE: Equivalent products may be submitted. However, Contractor must submit specifications of the submitted item. CIHA will make the sole determination on the suitability of the submitted product.

### Standards:

Contractor shall install comply with the carpet manufacture's recommendations for seam locations and directions of carpet; add tack strips; maintain conformity of carpet direction and lay of pile. At doorway, center seams under door in closed position. Do not bridge building expansion joints with continuous carpet.

Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets edgings, thresholds and nosing. Bind or seal cut edges as recommended by carpet manufacturer. Extend flooring material into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

### CONTRACT PRICE

The Contractor shall provide the Goods/Services for the firm, fixed price for carpet replacement services, including all labor, materials, supplies, tools, equipment, and fees per specifications and instructions of this Invitation to Bid and allowable reimbursable expenses, if any, pursuant to this Contract and as specified below (Contractor quote dated 18T-RP-104, attached hereto and incorporated by reference):

Description	Unit Price	Unit of Measure	Qty	Total Price
Residential Carpet				
Pad – 6 lb. Re-bond		Sq ft	150	
Carpet – Shaw Dyersberg II 15- Philadelphia 55720 Driftwood		Sq ft	150	
Installation		Sq ft	150	
Installation for Stretch		Sq ft	150	

SAMPLE CONTRACT Page 2 of 4

### FLOORING REPLACEMENT SERVICES ANCHORAGE RENTAL PROPERTIES

### SECTION 005213 SAMPLE CONTRACT

Installation for Stairway	Steps	15	
Carpet pull up & haul away (stretch)	Sq ft	150	
Vinyl Flooring			
Vinyl – Resilient Benchmark TM	0 "	450	
Pattern Series 37XX 11mils	Sq ft	150	
Installation	Sq ft	150	
Metal edging – Gold Flat Bar –			
Anodized Aluminum/Gold Anodized	Lineal ft	50	
Aluminum Carpet Bar,	Lilleal It	30	
Edging - Rubber Channel type where prior installations exist	Lineal ft	50	
Vinyl base	Lineal ft	150	
Vinyl base installation	Lineal ft	150	

Other services that may be required				
Remove/reinstall refrigerators and				
ranges, including reconnection		Each	1	
Remove/reinstall toilets		Each	1	
TOTAL BID AMOUNT (Sum of "Total Price")			\$	

CIHA shall pay Contractor for satisfactory performance of work performed, upon full completion thereof unless otherwise agreed under the terms of this Contract. For Goods/Services provided pursuant to this Contract, Contractor is to invoice CIHA based on materials used, and work performed pursuant to the approved Scope of Work and Contract Price described in the Contract Documents attached hereto, consistent with the labor rates and other cost provisions required under this Contract.

### 1. CONTRACTOR COMPLETION SCHEDULE

Contractor shall complete the Scope of Work as stated in any notice to proceed issued by CIHA. Any exceptions to this schedule must be agreed to in writing by CIHA. Time shall be of the essence in all cases.

### 2. CONTRACT TERM

The awarded contract will be in effect for a period of two (2) year with an option to extend for no more than three (3) additional one (1) year terms based on available funding, satisfactory performance, mutual consent and agreed upon pricing. The yearly contract shall be automatically renewed for one year unless either party gives written notice of thirty (30) days prior to the expiration thereof.

SAMPLE CONTRACT Page 3 of 4

### 3. CANCELLATION CLAUSE

CIHA reserves the right to cancel this Contract with or without cause during the Contract term (including any extension options exercised) upon written notice to Contractor. In the event of termination, Contractor shall be paid for Goods/Services actually provided and furnished to CIHA, provided such Goods/Services were provided in strict accordance and in full compliance with this Contract, and accepted and approved in writing by CIHA.

### 4. CONTRACTOR RESPONSIBILITIES

Contractor shall furnish all labor, equipment, materials, supplies and services to perform and complete all work as requested by CIHA, in accordance with the Scope of Work, for the price as submitted by the Contractor and agreed to by CIHA in strict accordance and compliance with this Contract, which includes the following documents hereafter made a part of this Contract by reference:

- 1. Request for Proposal # 23T-RP-217, dated August 2023;
- 2. Contract Price Documents: Proposal.;
- 3. HUD 5370-C Sections I and II, General Conditions;
- 4. CIHA Tribally Determined Wage Rates;
- 5. CIHA Indemnity and Insurance Requirements;
- 6. Alaska Business License:
- 7. W-9 Tax Identification Form:
- 8. Excluded (Barred) Party Report.

Contractor warrants that it has the necessary skills and expertise to complete the Contract, and will ensure that its employees, subcontractors and a gents have the necessary skills and expertise to perform those obligations of Contractor, which are allotted to them by Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions. This Contract is effective the date of the signature of CIHA herein.

CONTRACTOR:	OWNER:
NAME OF CONTRACTOR	COOK INLET HOUSING AUTHORITY
Printed Name	Printed Name
Title	Title
Date	Date

SAMPLE CONTRACT Page 4 of 4

## General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- Non-construction contracts (without maintenance) greater than \$250,000 - use Section I;
- Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 - use Section II; and
- Maintenance contracts (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from
  - the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - Award of the contract may result in an unfair competitive advantage; or
  - ( ) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

### 12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

- product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.
- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

#### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action. "Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency' includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.
- (v) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
  - (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
  - (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
  - (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
  - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
  - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
  - (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
  - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
  - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
  - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
  - (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
  - (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
    - (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
    - (i) Any reasonable payment to a person, other than an officer or employee of a

- person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
  - (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
  - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

### 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any emplo yee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that appli cants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall in dude, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisement s for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employ ment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instance s in which an employee who has access to the compensation inform ation of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have acces s to such information, unless such disclosure is in response to a form al complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the emplo yer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representat ive of workers with which it has a collective bargaining agreement or oth er contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports re quired by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rule s, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies in yoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in acc ordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exe mpted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will

(g)In the event of the [contractor/seller]'s non-compliance with the

September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

#### 17. Equal Opportunity for Workers with Disabilities

1.The [contractor/seller] will not discriminate against any e mployee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applican t for employment is qualified. The [contractor/seller] agrees to take aff irmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination o n the basis of their physical or mental disability in all employment practices, including the following:

i.Recruitment, advertising, and job application procedures; ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring; iii.Rates of pay or any other form of compensation and chan ges in compensation;

iv.Job assignments, job classifications, organizational struct ures, position descriptions, lines of progression, and seniority lists;

v.Leaves of absence, sick leave, or any other leave; vi.Fringe benefits available by virtue of employment,

whether or not administered by the [contractor/seller]; vii.Selection and financial support for training, including app renticeship, professional meetings, conferences, and other related

activities, and selection for leaves of absence to pursue training; viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix. Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5.The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6.The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7.The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

### 18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

### 19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

### 20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

#### 21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

# **22.** Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

### 23. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

### **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"), 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 CIHA's favor that are identical in scope as those assumed by Contractor under the terms of this Contract.
- E. The requirement of any insurance required of Contractor under this Contract shall not limit Contractor's indemnification responsibilities under this section in any way.

### 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 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 (CIHA) as additional insured, except for Worker's Compensation. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statutes Title 21.
- D. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services. All insurance companies obligated under the following described policies must have a best rating of "A VII" or better as identified in the A.M. Best Insurance Rating Guide, most recent edition.

### 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: The Contractor shall provide and maintain, for all employees engaged in work under this Contract, coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. This policy must waive subrogation against Cook Inlet Housing Authority (CIHA).
  - 1. Workers Compensation Statutory limits
  - 2. Employers Liability \$1,000,000 Each Accident, \$1,000,000 Disease Each Employee; \$1,000,000 Disease Policy Limits
- B. <u>Commercial General Liability Insurance</u>: Covering all business premises used by and operations conducted by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence. This policy must waive subrogation against Cook Inlet Housing Authority (CIHA).
  - 1. \$1,000,000 Each Occurrence
  - 2. \$2,000,000 General Aggregate
  - 3. \$2,000,000 Products/Completed Operations Aggregate
  - 4. \$1,000,000 Personal and Advertising Injury
  - 5. \$50,000 Fire Damage Legal Liability (any one fire)
  - 6. \$5,000 Medical Expense (any one person)
- C. <u>Commercial Automobile Liability Insurance</u> Covering all vehicles, owned, hired or non-owned, used by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit of bodily and property damage. This policy must waive subrogation against Cook Inlet Housing Authority (CIHA).

D. <u>Professional Liability Insurance</u> - Covering all errors, omissions or negligent acts in the performance of services under this Contract. Limits required per the following schedule:

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

### 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 CIHA. Certificates of insurance showing required coverage to be in force pursuant to this Section shall be filed with CIHA prior to commencement of the Work. In the event Contractor fails to obtain or maintain insurance coverage required under the Contract, CIHA may purchase such coverage as desired for CIHA's benefit and charge the expense to Contractor or terminate the Contract for default.

### 5. CONTINUATION OF COVERAGE

If any of the required liability insurance is on a claim 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

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

### 7. ADDITIONAL INSURED

Cook Inlet Housing Authority, ATTN: Procurement, 3510 Spenard Road, Suite 100, Anchorage, Alaska 99503

### **Tribally Designated Wages 2023**



Titles	Base Rate
Carpenter/Rehab Craftsman	28.84
Cement Mason (including cement	
finishing)	21.30
Drywall Hanger	16.20
Electrician	22.99
Elevator Workers-Mechanic	65.83
Fence Erector (including wood &	
chain link)	16.20
Glazier	17.50
Groundskeeper	20.19
Hod Carrier/Mason Tenders	16.20
HVAC Mechanic	45.35
Installer (batt & blown insulation)	16.20
Janitor/Custodian	17.78
Laborer	20.19
Lead Carpenter	35.57
Maintenance Mechanic I	28.84
Maintenance Mechanic II	30.76
Maintenance Repairer	22.59
Painter	16.20
Pipefitter HVAC (piping only)	18.50
Plow Truck Driver	43.22
Truck Driver-Side Dumps	44.02
Plumber/Pipefitter	20.40
Power Equipment Operator-Backhoe	19.05
Power Equipment Operator- Excavator	20.50
Roofer & Water proofer	31.71
Roofer Material Handler (excluding	31.71
shakes/shingles)	16.20
Sheet Metal (including HVAC Duct)	23.21
Soft Floor Layer	32.74
Urethane Sprayer	19.00
Weatherization Technician	26.92

### **SUMMARY OF WORK**

The contractor shall provide all resources necessary to accomplish the Work set forth in Contract Requirements. The vendor shall provide tools, glue, tack strips, carpet, padding, supervision, labor, and cleaning supplies needed to provide the services. Work quantity of this contract will vary. The typical minimum of two units can be expected, but not guaranteed.

The Contractor shall be responsible for all damages to persons or property caused by either equipment or operator error. The Owner reserves the right to repair any damages with other sources if the Contractor fails to do so within a reasonable time of notice, and to repair and deduct the cost incurred from monies owed the contractor.

### The Scope of Work includes:

- 1. Removal and disposal (off site) of old carpet, vinyl, cove base and tack strip etc., as needed. *In most cases CIHA maintenance staff will remove old carpet and pad from units.*
- 2. Stock a minimum of 200 square yards of carpet, and 60 square yards of vinyl for immediate use.
- 3. 48 hour response time once notified to proceed.
- 4. Floor preparation as needed.
- 5. Sub-floor replacement with 3/8" underlayment rated plywood, as needed.
- 6. Moving and resetting appliances, as needed.
- 7. Carpet stairs, as needed.
- 8. Tack strips and incidentals, as needed
- 9. Removal and resetting toilets (including parts), as needed
- 10. The occasional request for materials not listed above.
- 11. Clean project site and work areas when complete.
- 12. The contractor shall, if directed by the designated CIHA representative, respond to the site within 24 hours of being notified that corrections need to be made.

## FLOORING REPLACEMENT SERVICES COOK INLET HOUSING AUTHORITY

### SCHEDULE OF PROPERTIES

\*Properties with multiple addresses will be given when service is needed

Property	Address	Zip	# of Units
Centennial Village Campus:			
Salamatof Heights, Buildings A, B & C	9131 Centennial & 9121 Peck	99504	120
Chickaloon Landing	8901 Peck Avenue	99504	75
Tyonek Terrace	9141 Peck Avenue	99504	40
Kenaitze Pointe	8871 Centennial Circle	99504	53
Knik Corners	8800 Centennial Circle	99504	20
Eklutna Estates	8850 Centennial Circle	99504	59
Caswell Court	8860 Centennial Circle	99504	34
Mountain View I	*	99508	28
Mountain View II	*	99508	47
Mountain View III	*	99508	38
Mountain View IV	*	99508	34
Mountain View V	*	99508	44
NSP Duplexes	*	99508	20
Flower Street 4-Plexes	*	99508	8
Coronado Park Senior	16820 Coronado Road	99577	56
Coronado Park II / Qintali View	11500 Conquistador	99577	39
Coronado Park Townhomes	*	99577	28
Park Place Village	4211 Mountain View Drive	99508	14
The Village Lofts	4210 Mountain View Drive	99508	12
Susitna Square	4450 San Roberto Ave	99504	18
Grass Creek Village	7700 Creekside Center Dr	99508	80
Strawberry Village Cottages	*	99502	60
Loussac Place	200 W. 20th Avenue	99501	130
Ridgeline Terrace	185 Ridgeline Loop	99504	70
Creekview Plaza 49	1450 Muldoon Road	99504	49
Grass Creek North I	7861 Betnu Circle	99504	52
Grass Creek North II	7861 Betnu Circle	99504	45
3600 Spenard	3600 Spenard Road	99503	33
East 12th	413 E. 12th Street	99501	18
Clearwater Village	Clearwater Place	99504	2
AVS56	*	99504	56
Thirteen Ten West Thirty Second	1310 W. 32nd Avenue	99503	20
Qanchi Place	630 W. 8th Avenue	99501	28
Qevu Village	13600 Old Seward Highway	99515	50
Elizabeth Place	925 W. 7th Avenue	99501	50
Cordova 6	*	99501	6
Ch'bala Corners	*	99503	48
Ch'anikna Commons	*	99508	21
Scattered Site Duplexes	*	*	14
Scattered Sites I	*	*	16

### PAYMENT PROCEDURES

**Invoicing:** Invoices must be submitted **per unit**. Any material/equipment and labor charges per hour need to be itemized. All labor and material rates are to be billed without additional markup or trip charges. CIHA will not pay for travel. CIHA shall not be required to purchase minimum quantities. CIHA has the right to audit vendor accounting books.

Invoices must include the following:

- 1. Contract control number
- 2. Items listed individually
- 3. Unit price, extended price, and total
- 4. Quantity ordered, back ordered, and shipped
- 5. Invoice number and date
- 6. Requesting person's name and "ship to" address
- 7. Payment terms

### Invoices shall be sent to:

Via mail: Via email:

ATTN: Accounts Payable cihaap@cookinlethousing.org

Cook Inlet Housing Authority Via fax:

3510 Spenard Rd, # 100 Attention: Accounts Payable

Anchorage, AK 99503 (907) 793-3077

**Payment terms**: Terms shall be NET 30 days, subject to any discounts for prompt payment.

CIHA has implemented an Electronic Funds Transfer payment process. The awarded contractor will complete an ACH Registration Form to sign up for EFT payments.

### FLOORING REPLACEMENT SERVICES ANCHORAGE RENTAL PROPERTIES

### SECTION 014200 SPECIFICATIONS & STANDARDS

#### **SPECIFICATIONS**

### **Product Specifications:**

Carpet

Shaw Dyersberg II 15-Philadelphia 55720 Driftwood (or similar like product)

Vinvl

Resilient Benchmark TM Pattern Series 37XX 11mils Vinyl (or similar like product)

Cove Base

Roppe Pinnacle- Rubber 4" (or similar like product)

Transition Strip

Gold Flat Bar-Anodized Aluminum/Gold anodized aluminum carpet bar, or rubber/channel type where prior installations exists. (or similar like product)

Pad

6 lbs. Re-bond (or similar like product)

**NOTE**: Equivalent products may be submitted. However, Contractors must submit specifications of the submitted item with the Price Proposal Form. CIHA will make the sole determination on the suitability of the submitted product.

### **STANDARDS**

Contractor shall install comply with the carpet manufacture's recommendations for seam locations and directions of carpet; add tack strips; maintain conformity of carpet direction and lay of pile. At doorway, center seams under door in closed position. Do not bridge building expansion joints with continuous carpet.

Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets edgings, thresholds and nosing. Bind or seal cut edges as recommended by carpet manufacturer. Extend flooring material into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.