



INVITATION TO BID

25T-CN-120

Asphalt Paving Term Services

May 2025

Prepared By:

Cook Inlet Housing Authority
Procurement Department
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Contents

SPECIFIED DATES	3
INVITATION TO BID.....	4
BID SUBMITTALS.....	4
QUESTIONS	4
BACKGROUND	4
EQUAL EMPLOYMENT OPPORTUNITY	5
DOMESTIC PREFERENCE FOR PROCUREMENTS	6
CONTRACT TERM	6
SCOPE OF SERVICES.....	6
PREFERENCE STATEMENT.....	8
PREFERENCE FACTOR.....	8
WAGE DETERMINATION	9
INVOICING	9
INDEMNITY AND INSURANCE REQUIREMENTS	9
BID SUBMITTAL.....	12
AWARD.....	12
DISPUTES	12
LIST OF ATTACHMENTS.....	12
DISCLOSURE OF LOBBYING ACTIVITIES.....	17

**ASPHALT PAVING TERM SERVICES
COOK INLET HOUSING AUTHORITY**

**SPECIFIED DATES
ITB # 25T-CN-120**

Description	Date and Time	Locations
1. Bid Packet Available	May 14 th , 2025	CIHA Website
2. Questions Due Date	May 23 rd , 2025, 4:00 p.m.*	Email
3. Bid Due Date	June 4 th , 2025, 2:00 p.m.*	Email/Mail/Hand Delivery

*All times stated in Alaska Standard Time

**ASPHALT PAVING TERM SERVICES
COOK INLET HOUSING AUTHORITY**

**INVITATION TO BID
ASPHALT PAVING TERM SERVICES
ITB # 25T-CN-120**

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 fund sources. CIHA is accepting bids from responsive and responsible contractors for asphalt paving term services at locations in Anchorage, Eagle River, Wasilla and Palmer in support of CIHA's mission to provide affordable housing.

Bid documents will be available for download at www.cookinlethousing.com. Bid packets will not be available until after the time and date specified on the Specified Dates page.

BID SUBMITTALS

Sealed bids must be submitted, clearly marked: **“Attn: Procurement, ITB # 25T-CN-120, Asphalt Paving Term Services – Do Not Open”**. CIHA will reject bids received after the deadline. Faxed bids will not be accepted.

- **Mailed or hand-delivered bids:** Bids must be received at CIHA, Attention: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503 no later than June 4th, 2025, at 2:00 p.m., according to the time clock located at CIHA's front desk.
- **Emailed bids:** Bids must be received no later than June 4th, 2025, at 2:00 p.m., according to the time and date received by CIHA's email server. Emailed bids may be submitted to Procurement@cookinlethousing.org.

QUESTIONS

CIHA will not be bound by any oral interpretations of this ITB. Questions are encouraged and should be sent in writing to CIHA's Procurement Manager via email by the deadline in the Specified Dates.

Email: Procurement@cookinlethousing.org

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

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

BACKGROUND

CIHA is a General Contractor with a Residential Endorsement, focusing on In-fill redevelopment. Over the past decade CIHA has acted as its own contractor building over 100 single family, duplex, and multi-family buildings for a variety of CIHA programs from home ownership-for-sale product to CIHA-owned rental properties.

Please note that additional properties may be added to the contract, by written and dually signed Contract Amendment only, as new developments are added to the CIHA portfolio.

ASPHALT PAVING TERM SERVICES COOK INLET HOUSING AUTHORITY

Our goals are to enhance the image of a quality institution by maintaining a high standard of care and to provide a safe, functional, and attractive environment.

The intent of this ITB is to establish an indefinite quantity term services contract with a responsive and responsible, asphalt-paving contractor or contractors with residential construction experience to perform all phases of asphalt paving installation services, for residential single family, duplex, and multifamily homes. An indefinite quantity term services contract does not obligate any funds. CIHA is obligated only to the extent of authorized work requested under the contract.

EQUAL EMPLOYMENT OPPORTUNITY

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Contractor 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 instances in which an employee who has access to the compensation information 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 access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor 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.

Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or

ASPHALT PAVING TERM SERVICES COOK INLET HOUSING AUTHORITY

with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. 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.

Contractor will include the provisions of the Equal Employment Opportunity clause in every subcontract or purchase order unless exempted 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 Subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this Section, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CONTRACT TERM

Award of a goods/services contract for the specified work will include an initial two (2) year term with an option to extend for no more than three (3) additional (1) one-year terms based on available funding, satisfactory performance, agreed upon pricing and mutual consent. The yearly contract extension shall be automatically renewed for one year unless either party gives written notice of thirty (30) days prior to the expiration thereof. The cost portion of your bid submittal should include the initial five-year term and the extension option years.

SCOPE OF SERVICES

Contractor will furnish all labor, materials, and equipment to perform all work items described below in accordance with the construction drawings, specifications, As built surveys, and locally adopted building codes. Final driveway grade to be completed by others, CIHA will coordinate a walk-through inspection prior to request for grade services; contractor will correct any deficiencies.

- Deliver, place, compact, and smooth D-1 gravel material.
- Lay, compact, and roll asphalt paving at a minimum of 2" thickness.
- Deliver and install concrete wheel stops (when required).
- Layout and apply pavement markings for parking stalls, ADA parking stalls and crosswalks (when required).

**ASPHALT PAVING TERM SERVICES
COOK INLET HOUSING AUTHORITY**

Specifications

Subgrade

- Gravel - Provided by others and is not part of ITB.
- D1 – place and compact minimum 2” thick layer of D1.

Asphalt

- Compacted asphalt shall be a minimum of 2” thick.
- Asphalt will be compacted with a minimum 5 ton roller.

Wheel Stops

- Precast concrete
- 7’L x 8”W x 6”H
- Anchored with (2) #5 x 12” rebar

Marking/Striping

- Lay out lines, as shown on provided drawing.
- Paint shall be applied with appropriate airless striping machine, or equivalent.
- Lines shall be straight and four (4) inches in width.
- ADA parking stall markings shall be marked per code.

Plot Plans

There is a sample Plot Plan for a property included in this ITB. The sample will serve as the basis for determining the lump sum pricing on the bid tab. The Plot Plan clearly identifies location of asphalt to be installed. A Plot Plan will be provided for each requested site upon award and request for service.

Additional locations may be added to the contract by a Contract Amendment as new developments are added to the CIHA portfolio.

Services Requirement

Asphalt paving installation will be based upon a mutually agreed schedule and within ten (10) working days of the request for service.

Contractor Responsibilities

Asphalt-paving contractor will be responsible for the following:

- Job site cleanliness - utilize CIHA-provided dumpsters; throw out all crew created debris, keep work areas swept and picked up on a daily basis.
- Correct all items noted for inspection deficiencies within forty-eight (48) hours.
- Communicate with CIHA Representative regarding any unexpected delays to the schedule job stoppage.
- Provide crew supervision, monitor workmanship, and compliance with code standards.
- Worker safety protection.

CONTRACTOR’S EMPLOYEES

- Personnel employed by the Contractor shall be capable employees qualified in this type of work. A fully qualified workforce shall be maintained throughout the period of this contract. All personnel shall receive close and continuing first-line supervision by the Contractor.

**ASPHALT PAVING TERM SERVICES
COOK INLET HOUSING AUTHORITY**

- The Contractor's supervisors shall be fully and adequately trained and have supervision sufficient in scope to meet the approval of CIHA.
- The Contractor shall employ the quantity and quality of supervision necessary for both effective and efficient management of operations at all times.

INSPECTIONS AND APPROVAL OF WORK

- CIHA will demand strict conformance to the standards and frequency specified. CIHA's Project Manager or his/her designee will inspect all completed work and will ascertain that the tasks have been satisfactorily accomplished.
- The Superintendent or his/her designee will enforce the standards of this contract.

ADDITIONAL SERVICES

Any additional services outside the scope of the contract will require the contractor to submit a quote and a signed amendment to the agreement in place before the work is initiated.

PREFERENCE STATEMENT

The work to be performed under this contract is subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e (b)). In accordance with 25 U.S.C. 450e(b) and 24 CFR 1000.52, To the greatest extent feasible: (i) preferences and opportunities for training and employment shall be given to American Indians/Alaska Natives (AIAN); and (ii) preferences in the award of contracts and subcontracts shall be given to AIAN-owned economic enterprises. The Contractor shall include this Indian Preference Statement, in its entirety, in every subcontract in connection with the awarded Contract, and shall, at the direction of CIHA, take appropriate action pursuant to the subcontract upon finding by recipient or HUD that the subcontract has violated 25 U.S.C. 450(e).

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

PREFERENCE FACTOR

Alaska Native/American Indian (AIAN), Small-, Minority- and Women-owned preference in contracting is applicable to this ITB and any contractor/firm/vendor stating a preference must submit a signed HUD 5369-C Certification Form (Attachment D) with their submitted bid to qualify for a preference; ownership must be a minimum of 51% and be active in the day-to-day control and operation of the business. CIHA shall reserve fifteen percent (15%) of the total of available rating points for qualified AIAN-owned organizations or economic enterprises and five percent (5%) for Small-, Minority- and Women-owned businesses.

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

When the lowest responsive, responsible bid is:	X = lesser of:
Less than \$100,000	10% of that bid, or \$9,000
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000

**ASPHALT PAVING TERM SERVICES
COOK INLET HOUSING AUTHORITY**

At least \$400,000, but less than \$500,000	6% of that bid, or \$15,000
At least \$500,000, but less than \$1,000,000	5% of that bid, or \$40,000
At least \$1,000,000, but less than \$2,000,000	4% of that bid, or \$60,000
At least \$2,000,000, but less than \$4,000,000	3% of that bid, or \$80,000

If comparable bids are submitted from a responsible non-American Indian/Alaska Native and a responsible small, minority-, or women-owned enterprise, CIHA will award to the small, minority, or women-owned enterprise assuming no responsible qualified American Indian/Alaska Native source provides a bid considered comparable.

WAGE DETERMINATION

The wage rates paid to your employees, and used to prepare your bid, must be based on CIHA Tribally Designated Wage rate (TDW) included with this ITB (Attachment B).

Submittal of certified payroll reports **will not** be required for this Contract; however, payrolls records should be maintained for three (3) years and are subject to prevailing wage compliance review by CIHA. The TDW must be posted at all times at the site of the work, in a prominent and accessible location, where it can easily be seen by all workers.

Wage rates are subject to change; awarded Contractor will accept updated wage rates when they become available.

INVOICING

Invoices must be submitted monthly, per property, for work performed according to the contract. Properties are defined in the Scope of Services.

Invoices must include the following:

1. Contractor's name and contact information
2. CIHA's contract control number
3. Property name
4. Invoice number and date
5. Requestor's name and property location
6. Line-item detail with description of services, date of service, price, quantities and extended total

Invoices shall be sent by mail to CIHA's Accounts Payable Department, 3510 Spenard Road, Anchorage, Alaska 99503, by fax to (907) 793-3077, or by email to cihaap@cookinlethousing.org.

INDEMNITY AND INSURANCE REQUIREMENTS

Indemnification

To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold CIHA, its subsidiaries, directors, officers, agents, officials, employees and consultants (collectively, "Indemnified Parties") harmless from and against all claims or loss, including without limitation any and all demands, suits, expenses, damages, fines, charges, liens, actions or liability of any nature, kind or character whatsoever, and including without limitation, claims or loss resulting from injury, death, economic loss, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, attorneys' fees, costs or expenses or any other kind of loss

ASPHALT PAVING TERM SERVICES COOK INLET HOUSING AUTHORITY

(collectively, "claims or loss"), related to, resulting from or arising directly or indirectly out of the activities of Contractor, the performance, failure of performance or breach of any term of this Contract by Contractor, or by any person or entity employed by Contractor in the performance of this Contract, regardless of whether such claim or loss is caused in part by Indemnified Parties.

Contractor's responsibility for defense and indemnification extends to and includes any claim or loss alleging acts or omissions by Indemnified Parties that are said to have contributed to the claim or loss. However, Contractor shall not be required to indemnify an Indemnified Party for any claim or loss that results from the sole negligence or willful misconduct of the Indemnified Party.

In any and all claims against the Indemnified Parties by any employee of Contractor, anyone directly employed by Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Contractor agrees that as part of any subcontract, its subcontractor shall provide assurance of defense and indemnity in CIHA's favor that are identical in scope as those assumed by Contractor under the terms of this Contract.

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

Insurance

Without limiting the Contractor's indemnification responsibilities, it is agreed that Contractor shall purchase, at its own expense, and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Such policies shall be primary to any policies held by CIHA.

Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, CIHA shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Manager of Procurement prior to fully executing the Contract, and as a condition of payment, Contractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under the Contract, whether the operations are by Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

Contractor's insurance shall name CIHA as additional insured, except for Worker's Compensation. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statutes Title 21.

Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services. All insurance companies obligated under the following described policies must have a best rating of "A - VII" or better as identified in the A.M. Best Insurance Rating Guide, most recent edition.

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

ASPHALT PAVING TERM SERVICES COOK INLET HOUSING AUTHORITY

limited to Federal U.S.L. & H. and Jones Act requirements. This policy must waive subrogation against CIHA.

- i. Workers Compensation - Statutory limits
 - ii. Employers Liability - \$1,000,000 Each Accident, \$1,000,000 Disease - Each Employee; \$1,000,000 Disease - Policy Limits
- b. Commercial General Liability Insurance: Covering all business premises used by and operations conducted by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence. This policy must waive subrogation against CIHA.
- i. \$1,000,000 Each Occurrence
 - i. \$2,000,000 General Aggregate
 - ii. \$2,000,000 Products/Completed Operations Aggregate
 - iii. \$1,000,000 Personal and Advertising Injury
 - iv. \$50,000 Fire Damage Legal Liability (any one fire)
 - v. \$5,000 Medical Expense (any one person)
- c. Commercial Automobile Liability Insurance: Covering all vehicles, owned, hired or non-owned, used by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit of bodily and property damage. This policy must waive subrogation against CIHA.

CANCELLATION, RENEWAL AND MODIFICATION

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

CONTINUATION OF COVERAGE

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

CERTIFICATES OF INSURANCE

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

ASPHALT PAVING TERM SERVICES COOK INLET HOUSING AUTHORITY

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

ADDITIONAL INSURED

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

BID SUBMITTAL

All required documents listed on the Bidders Checklist (Attachment C) may be emailed to Procurement@cookinlethousing.org or mailed separately to Cook Inlet Housing Authority, Attn: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503. Bid Form (Attachment D) shall be emailed to Procurement@cookinlethousing.org no later than the bid deadline listed in the Specified Dates. All bids and submittal items must be received by CIHA no later than the bid deadline.

Bidder shall supply all information and submittals required by the ITB documents to constitute a proper bid. The bid must clearly state the legal name, address, telephone number, and fax number of the bidder. The bid must be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the bidder to the bid. Any changes that are made to this bid using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made. No bids may be withdrawn without the written consent of CIHA for a period of thirty (30) DAYS subsequent to the deadline date for receipt of bids.

After bid opening, bids will be checked for correctness of bid item price extensions and the total bid price. A discrepancy between a bid item price and the extended amount of any bid item shall be resolved by accepting the bid item price as correct.

AWARD

Award of a firm, fixed-price Contract for the specified Work will be made in accordance with CIHA's procurement policies to the lowest priced, responsive and responsible bidder. CIHA reserves the right to reject any and all bids for this work and to waive any technicality or informality in the procurement process that is deemed in the best interest of CIHA. This Invitation to Bid is not to be construed as a commitment of any kind nor does it commit CIHA to pay for any cost incurred in the submission of any bid or any other cost incurred prior to the execution of a Contract.

DISPUTES

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

LIST OF ATTACHMENTS

Attachment A – Bidders Checklist
Attachment B – Bid Form
Attachment C – Certifications and Representations of Offerors
Attachment D – Lobbying Disclosure Packet
Attachment E – Plot Plan
Attachment F – Sample Contract

Attachment A

NOTICE TO BIDDERS: REMOVE THIS SECTION AND SUBMIT WITH BID

1. Bid Form (*Attachment B*) ☐
2. Certifications and Representations of Offerors (*Attachment C*) ☐
3. Lobbying Disclosure Packet (*Attachment D*) ☐

Bids submitted without one or more requirements listed above are subject to rejection as nonresponsive.

**BID FORM
ASPHALT PAVING TERM SERVICES
ITB # 25T-CN-120**

- 1) The undersigned, _____ (Company Name) on this date: _____, having familiarized itself with the local conditions affecting the scope and cost of work, and with the Invitation to Bid (ITB), including the Bid Forms, Form of Contract, the CIHA Statement of Alaska Native/American Indian Preference Requirements, project drawings, and the Scope of Service, hereby proposes to furnish all labor, material, equipment and services required to complete the project in accordance with all sections of this Invitation to Bid.

Provide a lump sum fixed price for all Asphalt Paving services required for the attached sample plot plan (Chugach Way LOT 1 PLOT PLAN) using prices in Unit Price Form.

Total Lump Sum price \$ _____

(Written Amount: _____
_____)

- 2) The lowest bid shall be determined by the Total Lump Sum.
- 3) In submitting this bid, 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. The bidder agrees to execute and deliver to CIHA a contract in the prescribed form and furnish the required performance and payment bonds within ten (10) days of contract execution.
- 4) Bid cannot be withdrawn for a period of thirty (30) days without the express permission of CIHA.
- 6) I/We further acknowledge receipt of the following addenda:

Addendum No.: ____ Dated: _____

Addendum No.: ____ Dated: _____

Addendum No.: ____ Dated: _____

Addendum No.: ____ Dated: _____

Attachment B

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

Bid Submitted by:

NAME OF BIDDER

OFFICIAL ADDRESS

BY:

Signature

Address

Print Name and Title

City, State, Zip Code

Email

Phone and Fax

HOW TO FILL OUT PRICE FORM

Proposers must fill in the Unit Price Form below per line item and unit of measure. All Work is to be in accordance the construction drawings, specifications and proposed plot plan, the current adopted International Residential Code (IRC), International Building Code (IBC) including local amendments, Municipality of Anchorage Building Safety Department and other regulatory agencies having jurisdiction. Unit pricing and cost information provided by the proposer will be used as the basis for establishing the contract cost for all projects executed under this contract

Category Sections - Description	Number of units per Plot Plan	Unit of Measure	Price per unit of measure	Total Price
Total Paving Area	3,465	Square Feet	\$	\$
Concrete Wheel Stops	2	Each	\$	\$
Pavement Markings	190	Lineal Feet	\$	\$

Category Sections- Description	Unit of Measure	Price Per Unit
RAP / D-1 (alone) every 2" of dirt	Square Foot	\$
Asphalt ramps under 400 sq. ft. (garages and handicap)	Each	\$
Prep 2" and Pave 2" (400-900 sq. ft.)	Square Foot	\$
Prep 2" and Pave 2" (900-3,000 sq. ft.)	Square Foot	\$
Prep 2" and Pave 2" (3,000 sq. ft. and greater)	Square Foot	\$
Remove and Replace Asphalt (400-900 sq. ft.)	Square Foot	\$
Remove and Replace Asphalt (900-3,000 sq. ft.)	Square Foot	\$
Remove and Replace Asphalt (3,000 sq. ft. and greater)	Square Foot	\$

TOTAL LUMP SUM PRICE \$ _____

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

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

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

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Restrictions on Lobbying Activities

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Attachment D

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 employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal 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 employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

Attachment D

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

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

Attachment D

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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: ----- Page --- of ---



**ASPHALT PAVING TERM SERVICES
25T-CN-120**

CIHA Contact Information	CONTRACTOR Contact Information
CIHA	[Name]
3510 Spenard Road	[Address]
Anchorage, Alaska 99503	[City, St. Zip]
Phone: (907) 793-3000	Phone
Main Fax: (907) 793-3070	FAX
Accounts Payable Fax: (907) 793-3077	E-Mail:
	Fed ID/SSN No.
Contracting Officer:	Contractor Contact:
Gabe Layman, President/CEO	
Name Title	Name Title

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

1. SCOPE OF SERVICES

Contractor will furnish all labor, materials, and equipment to perform all work items described below in accordance with the construction drawings, specifications, As built surveys, and locally adopted building codes. Final driveway grade to be completed by others, CIHA will coordinate a walk-through inspection prior to request for grade services; contractor will correct any deficiencies.

- Deliver, place, compact, and smooth D-1 gravel material.
- Lay, compact, and roll asphalt paving at a minimum of 2" thickness.
- Deliver and install concrete wheel stops (when required).
- Layout and apply pavement markings for parking stalls, ADA parking stalls and crosswalks (when required).

Specifications

Subgrade

- Gravel - Provided by others and is not part of RFQ.
- D1 – place and compact minimum 2" thick layer of D1.

Asphalt

- Compacted asphalt shall be a minimum of 2" thick.
- Asphalt will be compacted with a minimum 5 ton roller.

Wheel Stops

- Precast concrete
- 7'L x 8"W x 6"H

- Anchored with (2) #5 x 12" rebar

Marking/Striping

- Lay out lines, as shown on provided drawing.
- Paint shall be applied with appropriate airless striping machine, or equivalent.
- Lines shall be straight and four (4) inches in width.
- ADA parking stall markings shall be marked per code.

Plot Plans

There is a sample Plot Plan for a property included in this ITB. The sample will serve as the basis for determining the lump sum pricing on the bid tab. The Plot Plan clearly identifies location of asphalt to be installed. A Plot Plan will be provided for each requested site upon award and request for service.

Additional locations may be added to the contract by a Contract Amendment as new developments are added to the CIHA portfolio. Current properties to be included are in Attachment A.

Services Requirement

Asphalt paving installation will be based upon a mutually agreed schedule and within ten (10) working days of the request for service.

Contractor Responsibilities

Asphalt-paving contractor will be responsible for the following:

- Job site cleanliness - utilize CIHA-provided dumpsters; throw out all crew created debris, keep work areas swept and picked up on a daily basis.
- Correct all items noted for inspection deficiencies within forty-eight (48) hours.
- Communicate with CIHA Representative regarding any unexpected delays to the schedule job stoppage.
- Provide crew supervision, monitor workmanship, and compliance with code standards.
- Worker safety protection.

CONTRACTOR'S EMPLOYEES

- Personnel employed by the Contractor shall be capable employees qualified in this type of work. A fully qualified workforce shall be maintained throughout the period of this contract. All personnel shall receive close and continuing first-line supervision by the Contractor.
- The Contractor's supervisors shall be fully and adequately trained and have supervision sufficient in scope to meet the approval of CIHA.
- The Contractor shall employ the quantity and quality of supervision necessary for both effective and efficient management of operations at all times.

INSPECTIONS AND APPROVAL OF WORK

- CIHA will demand strict conformance to the standards and frequency specified. CIHA's Project Manager or his/her designee will inspect all completed work and will ascertain that the tasks have been satisfactorily accomplished.
- The Superintendent or his/her designee will enforce the standards of this contract.

ADDITIONAL SERVICES

Any additional services outside the scope of the contract will require the contractor to submit a quote and a signed amendment to the agreement in place before the work is initiated.

2. CONTRACTOR RELATIONSHIP

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

3. TERM AND TERMINATION, RIGHTS AND REMEDIES

- 3.1 **Termination without Cause** - This Contract may be terminated by mutual consent of both Parties, or by either party upon thirty (30) days' written notice. Because circumstances may arise requiring **CIHA** to discontinue a program or project to which Contractor's activities relate, it is necessary for **CIHA** to have the right to terminate this Contract with Contractor without cause. Therefore, Contractor agrees that **CIHA** may at any time upon thirty (30) days' written notice terminate this Contract without cause and reimburse Contractor as described in Paragraph 4.3.
- 3.2 **Termination for Cause** - **CIHA** by written notice of default to the Contractor may terminate the whole or any part of this Contract if the Contractor:
- a. Fails to provide services required by this Contract within the time specified or any extension agreed to by **Contractor**; or
 - b. Fails to perform any of the other provisions of this Contract, or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms.
- 3.3 **Rights Upon Termination** - In the event of termination under this Contract, Contractor shall not have any claim for damages but has the following rights and responsibilities:
- a. Contractor will be responsible for the demobilization of the crews, equipment, and materials of Contractor, if necessary.
 - b. **CIHA** will pay Contractor, on a pro rata basis for the portions of Work completed and materials delivered in accordance with the Contract prior to the notice, provided that, Contractor shall provide **CIHA** with a detailed, written report of the Work performed thereunder to the date of termination.
 - c. Any other reasonable costs incidental to the termination of the Contractor Contract, provided that **CIHA** has authorized these costs before the Contractor incurs them.

4. COMPENSATION AND MANNER OF PAYMENT

4.1 Fees for Work

- b. Invoices for services performed will be submitted monthly to **CIHA**. Payment of invoices is due and owing thirty (30) days from the receipt of the invoice. Contractor shall keep an accurate record of all hours worked and shall include an accurate accounting of it on each monthly invoice. In addition, a written monthly report shall be attached, describing program activities for the month. Invoices shall reference CIHA's contract control number and the name of the CIHA employee requesting services.
- c. Invoices shall be sent to CIHA Accounts Payable Department by one of the following methods: 1) email to cihaap@cookinlethousing.org; 2) mail to Cook Inlet Housing Authority, Attention Accounts Payable, 3510 Spenard Road, Anchorage, Alaska 99503; or 3) fax to (907) 793-3077.

5. REPRESENTATIONS AND WARRANTY

5.1 **Representations** - Contractor represents that it is customarily in business of the same nature as the Work to be performed hereunder and that the Work shall comply with all federal, state and local laws and regulations.

6. **Warranty** - The warranty period shall be one (1) year from the date of CIHA's final acceptance of the completed Work. During this one-year period, the Contractor shall, at its own expense and upon written notice from CIHA, promptly correct or replace any defective or non-conforming Work, materials, or equipment. All warranty work shall be completed to the satisfaction of CIHA.

7. OWNERSHIP; PUBLICATION; REPRODUCTION; USE OF MATERIAL

Except as otherwise provided herein, all data, documents and other copyrightable materials produced by Contractor under this Contract shall be the property of CIHA, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.

8. INDEMNITY AND INSURANCE REQUIREMENTS

To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold CIHA, its subsidiaries, directors, officers, agents, officials, employees and consultants (collectively, "Indemnified Parties") harmless from and against all claims or loss, including without limitation any and all demands, suits, expenses, damages, fines, charges, liens, actions or liability of any nature, kind or character whatsoever, and including without limitation, claims or loss resulting from injury, death, economic loss, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, attorneys' fees, costs or expenses or any other kind of loss (collectively, "claims or loss"), related to, resulting from or arising directly or indirectly out of the activities of Contractor, the performance, failure of performance or breach of any term of this Contract by Contractor, or by any person or entity employed by Contractor in the performance of this Contract, regardless of whether such claim or loss is caused in part by Indemnified Parties.

Contractor's responsibility for defense and indemnification extends to and includes any claim or loss alleging acts or omissions by Indemnified Parties that are said to have contributed to the claim or loss. However, Contractor shall not be required to indemnify an Indemnified Party for any claim or loss that results from the sole negligence or willful misconduct of the Indemnified Party.

In any and all claims against the Indemnified Parties by any employee of Contractor, anyone directly employed by Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Contractor agrees that as part of any subcontract, its subcontractor shall provide assurance of defense and indemnity in CIHA's favor that are identical in scope as those assumed by Contractor under the terms of this Contract.

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

9. INSURANCE AND LIABILITY

9.1 **Insurance**

Without limiting the Contractor's indemnification responsibilities, it is agreed that Contractor shall purchase, at its own expense, and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Such policies shall be primary to any policies held by CIHA.

Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, CIHA shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Manager of Procurement prior to fully executing the Contract, and as a condition of payment, Contractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under the Contract, whether the operations are by Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

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

9.2 **Minimum Limits of Liability**

Contractor shall maintain with a company satisfactory to CIHA at least the limits of liability set forth below. The requirements of this section shall not limit Contractor's indemnification responsibilities as provided in the Contract.

- 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 CIHA.
 - i. Workers Compensation - Statutory limits
 - ii. Employers Liability - \$1,000,000 Each Accident, \$1,000,000 Disease - Each Employee; \$1,000,000 Disease - Policy Limits
- b. **Commercial General Liability Insurance**: Covering all business premises used by and operations conducted by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence. This policy must waive subrogation against CIHA.
 - i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 General Aggregate
 - iii. \$2,000,000 Products/Completed Operations Aggregate
 - iv. \$1,000,000 Personal and Advertising Injury
 - v. \$50,000 Fire Damage Legal Liability (any one fire)
 - vi. \$5,000 Medical Expense (any one person)
- c. **Commercial Automobile Liability Insurance**: Covering all vehicles, owned, hired or non- owned, used by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit of bodily and property damage. This policy must waive subrogation against CIHA.

10. CONFLICT OF INTEREST AND CONFIDENTIALITY

10.1 Confidentiality - All information obtained by Contractor from CIHA related in any way to the Contract or Work to be performed there under is confidential and proprietary to CIHA. Contractor shall not use or re-disclose such confidential information for any purpose other than the performance of the Contract. CIHA shall retain ownership of all confidential information disclosed to the Contractor and upon written request by CIHA; Contractor shall return to CIHA all such confidential information. The return of the information shall not terminate any of Contractor's obligations hereunder. Contractor shall be responsible for any breach by its employees or subcontractors of this section and the resulting damages.

10.2 Conflict of Interest

- a. Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between Contractor's family, business, or financial interests and his/her services under this Contract, and in the event of change in either his/her private interests or services under this Contract, he/she will inform **CIHA's Procurement Manager** regarding possible conflict of interest, which may arise as a result of such change.
- b. Except as to the regular operation of Contractor business, during the term of this Contract, the Contractor, its employees and its agents who are privileged **to gain access to confidential information**, will not enter into any activity, employment, or business arrangement which conflicts or competes with the business interests of **CIHA**, its subsidiaries, parents or affiliates, or with Contractor obligations under this Contract. In addition to the foregoing, Contractor shall not, for any reason:
 - i. Use his/her status as a Contractor of **CIHA** to obtain for his/her personal use, any loans, goods, services, cash, employment, or other benefits from any person or entity on terms which would not otherwise be available to him/her;
 - ii. Make any statement or perform any act intended to advance the interests of any competitor of **CIHA** in any way that could materially and adversely affect **CIHA**; or
 - iii. Solicit any employee of **CIHA** to join him/her in the formation or operation of any business intended to compete with **CIHA** or solicit the possible future employment of such employee by any such business.

In the event of doubt concerning the applicability of any of the foregoing to any proposed activity by Contractor, Contractor before engaging in such activity shall consult with **CIHA's Procurement Manager** before engaging in the proposed activity. The duty of **CIHA** and Contractor to maintain confidentiality of information under this Section continues beyond the term of this Contract, or any extensions or renewals of same.

11. ENTIRE CONTRACT

This Contract represents the entire agreement between the Parties superseding any prior or concurrent Contracts as to the services being provided, and no oral or written terms or conditions, which are not contained in this Contract, shall be binding. This Contract may only be amended by written consent of the Parties and made a part of this Contract.

12. NOTICES

Any notice required pertaining to the subject matter of this Contract shall be made in writing for delivery in person or by mail, properly addressed to each party to whom given, with postage and charges prepaid, to the individual named and at the address listed on page one

(1) of this contract. A notice shall be deemed given only when received by the party to whom such notice is directed, except that any notice given by registered or certified mail, or by facsimile, shall be deemed given to and received by the party to whom directed within twenty-four (24) hours after such notice is sent, or when actually received, whichever occurs first.

13. ASSIGNMENT

Neither this Contract nor any rights, duties or interest hereunder shall be assigned by any party without the prior written consent of the other(s). The preceding notwithstanding, this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective partners, successor and assigns.

14. FORCE MAJEURE

CIHA and Contractor shall not be liable for their respective failure to perform any of their obligations under the Contract if prevented from performing such obligations by a cause beyond their reasonable control which, by the use of due diligence, CIHA or Contractor, as the case may be, shall not have been able to overcome, including but not limited to, acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non-action of the United States government, and including changes in existing legislation affecting the subject matter of this Contract.

15. ATTACHMENTS

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

- A. Invitation to Bid 25T-CN-120
- B. Addend(a/um) if any [include addendum number and date]
- C. Contractor Bid, dated _____

16. CONTROLLING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the state of Alaska. Any legal action arising out of or relating to this Contract shall be brought and heard only in a state or federal court located in Anchorage, Alaska. Both Contractor and **CIHA** submit to the personal jurisdiction of these courts and waive any right to change or challenge the venue specified above.

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

CONTRACTOR:

OWNER:

COOK INLET HOUSING AUTHORITY

Print Name

Print Name

Title

Title

Date

Date

Sample