

# INVITATION TO BID 25T-CN-124

# **Asphalt Paving Term Services**

October 2025

#### Prepared By:

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# SPECIFIED DATES ITB 25T-CN-124

| Description |                      | Date and Time               | <u>Locations</u>          |
|-------------|----------------------|-----------------------------|---------------------------|
| 1.          | Bid Packet Available | October 7, 2025             | CIHA Website              |
| 2.          | Questions Due Date   | October 14, 2025, 2:00 p.m. | Email                     |
| 3.          | Bid Due Date         | October 29, 2025, 2:00 p.m. | Email/Hand Delivered/Mail |

<sup>\*</sup>All times stated in Alaska Standard Time

# INVITATION TO BID ASPHALT PAVING TERM SERVICES ITB 25T-CN-124

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 <a href="www.cookinlethousing.com">www.cookinlethousing.com</a>. 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-124, 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 October 29, 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 October 29, 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 October 14, 2025. 2:00 p.m.

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.

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

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 PREFFERENCE 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**

The contract for the specified work will have an initial two (2) year term, with the option to extend for up to three (3) additional one (1) year terms, subject to available funding, satisfactory performance, agreed-upon pricing, and mutual consent. Each extension shall automatically renew for one year unless either party provides written notice at least thirty (30) days prior to the expiration date. The cost portion of the bid submittal should include pricing for the full potential two (2) year term, as well as the potential three (3) one-year extension terms. CIHA reserves the right to award to one (1) or more contractors.

#### **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 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.

#### **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/Superintendent or his/her designee will inspect all completed work and will ascertain that the tasks have been satisfactorily accomplished.
- The Project Manager/Superintendent or his/her designee will enforce the standards of this contract.

# ASPHALT PAVING TERM SERVICES COOK INLET HOUSING AUTHORITY 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 |
| 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

<u>Invoices must be submitted monthly, per property, for work performed according to the contract.</u>
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 <a href="mailto:cihaap@cookinlethousing.org">cihaap@cookinlethousing.org</a>.

#### **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 (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 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. <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 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. <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 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.

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 A) may be emailed to <a href="maileo-procurement@cookinlethousing.org">Procurement@cookinlethousing.org</a> or mailed separately to Cook Inlet Housing Authority, Attn: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503. Bid Form (Attachment C) shall be emailed to <a href="maileo-procurement@cookinlethousing.org">Procurement@cookinlethousing.org</a> 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 scope of services 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 – Tribally Designated Wages

Attachment C - Bid Form

Attachment D – Certifications and Representations of Bidders

Attachment E – Lobbying Disclosure Packet

Attachment F – Sample Contract