



REQUEST FOR PROPOSAL RFP 26P-CN-201

New Construction Residential Design

April 2026

Prepared By:

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**REQUEST FOR PROPOSAL
RFP 26P-CN-201
New Construction Residential Design**

Cook Inlet Housing Authority (CIHA) will accept proposals from responsive and responsible firms that can provide design services, including concept design, to include new construction of single-family, duplex, tri-plex, and four-plex designs.

PROPOSAL SUBMITTALS

Proposals must be submitted, clearly marked: **“Attn: Procurement, RFP 26P-CN-201, New Construction Residential Design– Do Not Open”**. CIHA will reject proposals received after the deadline. Faxed proposals will not be accepted.

- **Mailed and hand-delivered proposals:** Proposals must be received on May 19, 2026, at 2:00PM at CIHA, Attn: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503 no later than according to the time clock located at CIHA’s front desk.
- **Emailed proposals:** Proposals must be received no later than May 19, 2026, 2:00PM according to the time and date received by CIHA’s email server. Emailed proposals may be submitted to Procurement@cookinlethousing.org.

QUESTIONS

CIHA shall not be bound by any oral interpretation of this RFP. Questions are encouraged and should be sent in writing to CIHA’s Procurement Manager via email. All questions must be received at CIHA no later than May 5, 2026, 2:00PM. Written questions received by the deadline will be answered by addendum to all vendors.

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 RFP. If determined necessary by CIHA, the proposal submittal due date may be extended and will be stated as such in the Addendum form.

PERIOD OF PERFORMANCE

The period of performance shall begin upon the contract award and shall continue until completion and acceptance of all tasks and deliverables, as set forth in the Scope of Work.

CONTRACT TERM

Award of a professional services contract for the specified work will include an initial one (1) year term with an option to extend for four (4) additional one (1) year terms based on available funding, satisfactory performance, agreed upon pricing and mutual consent. The yearly contract shall be automatically renewed for one (1) year unless either party gives written notice of thirty (30) days prior to the expiration thereof. The cost portion of your proposal submitted should include the initial one (1) year term and the extension option years. CIHA reserves the right to award to one or more contractors.

SCOPE OF WORK

Residential (Designs submitted to Anchorage Building Safety for plan review and approval) Scope of Work includes residential architectural and structural design services as required and as necessary to support CIHA's business operations. CIHA requires Firms that can provide design services, including concept design, to include new construction of single-family, duplex, tri-plex, and four-plex designs under the International Residential Code (IRC), with local amendments, which are current and adopted by the Municipality of Anchorage at the time of the request for services.

CIHA may develop simple, preliminary building designs in-house with computer-based design software. The Scope of Work will require the awarded residential home designer and structural professional to work with CIHA staff to complete the design on electronic design software, and prepare the drawings and calculations as specified in the Municipality of Anchorage (MOA) Handout R.01 "Application Requirements for Single-Family, Duplex and Mobile Homes", Handout R.02 "Structural Review Items for Plan Review of Residential Permits and MOA Policy AG.04 "Structural Drawings – Review and Signature of Designer for Up to a 4-Plex Residential"

Building designs reuse; provide permitting coordination for pre-approved house plans that were originally developed under this or previous Contracts.

Exclusions from Handout R.01 requirements:

- Land surveying, proposed plot plans, As-builts (CIHA maintains term contracts with licensed land surveyors for residential and commercial survey drawings)

Residential (Design option to exempt one- and two-family homes from plan review)

The Scope of Work includes residential architectural and structural design services as required and as necessary to support CIHA's business operations. CIHA requires Firms that can provide design services, including concept design, to include new construction of single-family, duplex, tri-plex, and four-plex designs under the International Residential Code (IRC), with local amendments, which are current and adopted by the Municipality of Anchorage at the time of the request for services.

CIHA may develop simple, preliminary building designs in-house with computer-based design software. The Scope of Work will require the awarded residential home designer and structural professional to Work with CIHA staff to complete the design on electronic design software, and prepare the drawings and calculations as specified in the Municipality of Anchorage (MOA) Policy AG.38 Third Party Plan Review, Handout R.02 "Structural Review Items for Plan Review of Residential Permits and MOA Policy AG.04 "Structural Drawings – Review and Signature of Designer for Up to a 4-Plex Residential"

Building designs reuse; provide permitting coordination for pre-approved house plans that were originally developed under this or previous contracts.

Exclusions from Handout R.01 requirements:

- Land surveying, proposed plot plans, As-builts. (CIHA maintains term contracts with licensed land surveyors for residential and commercial survey drawings)

Commercial

The Scope of Work includes commercial residential architectural and structural design services as required and as necessary to support CIHA's business operations. CIHA may require Firms to provide design services, including concept design, which include new construction of 3-plex and 4-Plex designs under the International Building Code (IBC), with local amendments, which are current and adopted by the Municipality of Anchorage at the time of the request for services.

CIHA may develop simple, preliminary designs in-house with PC based design software. The Scope of Work will require the awarded residential designer and structural professional to Work with CIHA staff to complete the design on electronic design software, and prepare the drawings and calculations as specified in the Municipality of Anchorage (MOA) Handout AG.06 "Building Permit Requirements for Commercial Buildings", and MOA Policy AG.04 "Structural Drawings – Review and Signature of Designer for Up to a 4-Plex Residential"

Building designs reuse; provide permitting coordination for pre-approved house plans that were originally developed under this or previous Contracts.

Exclusions from Handout AG.06 requirements:

- Land surveying, proposed plot plans, As-builts. (CIHA maintains term contracts with licensed land surveyors for residential and commercial survey drawings)

Project Services

- Residential designer will work with CIHA staff to complete building design
- Landscape design drawing incorporated with the building design
- Residential designer will work with structural professional to incorporate structural considerations in the design drawings, and prepare required structural calculations
- Residential designer will work with civil professional to incorporate civil considerations in the design drawings, and prepare required civil calculations when required for commercial permit applications
- Residential designer to provide building permitting services
- Residential designer will coordinate the design drawing with the land surveyor for proposed plot plans, and As-builts
- Residential designer will coordinate building design with the roof truss Manufacturer for the drawing and engineering of roof trusses for inclusion in the design drawings
- Residential designer will offer re-use permit coordination of pre-approved building plans
- Residential designer will offer conceptual design services when required

Construction Drawings and Documents

Construction Drawings shall be drawn to scale and shall provide the necessary information to verify compliance with applicable building codes and include but not limited to the following.

- Building Code study, including building construction type, occupancy, exiting and applicable code.
- Structural engineering calculations and specifications.

- Civil engineering and calculations, including storm water treatment plans, and soil reports, geotechnical reports, storm water management reports, water & sewer design when required to obtain commercial building permits.
- Energy efficiency design: The construction drawings shall provide details including insulation materials, and their R-values, fenestration U-factors, mechanical system design criteria; mechanical space heating and water heating systems and equipment types, sizes and efficiencies; duct and pipe insulation and sealing; and air sealing details.
- Certified Plot Plan: (provided by others, with home designer coordination)

Stamped and signed by a Professional Land Surveyor, registered in the State of Alaska, showing the size and location of new construction and existing structures on the site and distances from lot lines, with established street grades and proposed finished grades as applicable.
- Landscaping plan: To include reference to quantity and location of plantings.

Provide common and scientific name, planting depth, root ball size, and other design criteria as required by Title 21 and any other authorities having jurisdiction.
- Architectural Drawings: To include building elevations, cross sections, floor plans; the location and sizes of all doors, windows, closets, decks, plumbing fixtures, cabinets and appliances, wall and column sizes, thickness and material. To include the use of all areas and means of egress, fire assembly construction, and energy efficiency details.
- Structural Drawings: To include footing construction detail, foundation construction details, framing construction detail, masonry construction detail, wood construction detail, steel construction detail, showing supports, connections, design criteria, snow load, wind gust and seismic design categories.
- Foundation Drawings: To include all applicable dimensions including footing sizes with description of reinforcement layout and description of foundation drain system location of all slabs describing thickness of slab, base, reinforcement, vapor barrier and any slopes.
- Civil Drawings (when required): To include civil site plan, existing and proposed topography, drainage patterns, water system design, waste-water system design, storm-water system design, snow storage calculations, parking calculations, structural fill details and cross-sections and utility connection details.
- Roof Framing Drawings: To include engineering, size, type, location and anchoring of roof trusses.
- Lighting Plan: light fixture location

INVOICING

Invoices are to include the contract control number, date(s), and a list of exact services performed, within 30 days from the end of the monthly billing period.

Invoices shall be sent to CIHA Accounts Payable Department by one of the following methods: 1) email to cihaap@cookinlethousing.org; or 2) mail to Cook Inlet Housing Authority, Attn: Accounts Payable, 3510 Spenard Road, Anchorage, Alaska 99503.

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, CIHA requires that 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 a finding by the recipient or HUD that the subcontractor has violated 25 U.S.C. 450e(b).5307.

Preference will be given to AIAN, Small-, Minority- and Women-owned businesses. AIAN, Small-Minority- and Women-owned businesses are encouraged to submit proposals.

PREFERENCE FACTOR

AIAN, Small-, Minority- and Women-owned preference in contracting is applicable to this Request for Proposal (RFP) and any contractor/firm/vendor stating a preference must submit a signed HUD 5369-A Certification Form (Attachment A) 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 ten percent (10%) 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 RFP.

INDEMNITY AND INSURANCE REQUIREMENTS

Indemnification

- A. 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.

- B. Contractor's responsibility for defense and indemnification extends to and includes any claim or loss alleging acts or omissions by Indemnified Parties that are said to have contributed to the claim or loss. However, Contractor shall not be required to indemnify an Indemnified Party for any claim or loss that results from the sole negligence or willful misconduct of the Indemnified Party.
- C. In any and all claims against the Indemnified Parties by any employee of Contractor, anyone directly employed by Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- D. Contractor agrees that as part of any subcontract, its subcontractor shall provide assurance of defense and indemnity in CIHA's favor that are identical in scope as those assumed by Contractor under the terms of this Contract.
- E. The requirement of any insurance required of Contractor under this Contract shall not limit Contractor's indemnification responsibilities under this section in any way.

Insurance

- A. Without limiting the Contractor's indemnification responsibilities, it is agreed that Contractor shall purchase, at its own expense, and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Such policies shall be primary to any policies held by CIHA.
- B. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, CIHA shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Manager of Procurement prior to fully executing the Contract, and as a condition of payment, Contractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under the Contract, whether the operations are by Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.
- C. 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.
- D. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services. All insurance companies obligated under the following described policies must have a best rating of "A - VII" or better as identified in the A.M. Best Insurance Rating Guide, most recent edition.

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.
1. Worker's Compensation – Statutory limits
 2. Employer's 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.
1. \$1,000,000 Each Occurrence
 2. \$2,000,000 General Aggregate
 3. \$2,000,000 Products/Completed Operations Aggregate
 4. \$1,000,000 Personal and Advertising Injury
 5. \$50,000 Fire Damage Legal Liability (any one fire)
 6. \$5,000 Medical Expense (any one person)
- C. 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.
- D. Professional Liability Insurance: Covering all errors, omissions or negligent acts in the performance of services under this Contract. Limits required per the following schedule:

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

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 10 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, Alaska 99503.

Subcontractors

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

Additional Insured

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

GENERAL REQUIREMENTS

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

Request for proposal (RFP) is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a request for proposal and is thus a solicitation for responses.

Conversely, this request for proposal is NOT a proposal. Moreover, any acceptance of a proposal shall NOT result in a binding contract between CIHA and the offeror but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the offeror and CIHA.

Subletting of Contract: Offeror shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of CIHA, but in no case shall such consent relieve the offeror from their obligations, or change the terms of the contract.

RFP CONDITIONS AND PROVISIONS

If any offeror is in doubt as to the intent or meaning of any part of this RFP, or should CIHA omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, the offeror should contact the CIHA Procurement

representative listed on the cover page of this document by the deadline for questions.

Offerors are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated.

The format of the vendor's proposal must be consistent with the format of the specifications listed.

All participating Vendors, by their proposal submission, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein.

Offerors shall respond with sufficient detail to facilitate the evaluation of all factors included in the Evaluation Criteria. Failure to provide required items will result in the proposal being considered non-responsive. Failure to provide sufficient information for the evaluation criteria will result in loss of points.

The offeror is responsible for all costs related to the preparation of this Proposal.

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals should include the appropriate narrative and supporting materials to adequately address the scoring criteria.

For consistency and to facilitate evaluation of all proposals, offerors shall include the following in their response to this RFP.

1. Proposers Checklist

2. **Cover Page.** Proposal must be signed and include the firm name, local address, telephone number, and name of the person(s) authorized to submit the proposal, along with their title, telephone numbers, and email addresses.
3. **Narrative.** Provide a narrative describing the Firm's core business i.e. small business providing full time residential design services, Small Firm providing part time design services, large architectural and engineering Firm etc. Describe the Firm's experience in Anchorage providing residential design and engineering services. Describe the team make up; designer, structural engineer(s) and civil engineer(s). Describe the services your Firm will provide under this contract.
4. **Statement of Qualifications.** Describe the qualifications of the Firm to perform these services. This shall include:
 - a) Proposer's qualification, years in business, and experience providing residential new construction design and engineering services required by RFP.
 - b) Provide three (3) references from past projects involving residential, new construction design services.
 - c) Provide the resumes of your primary team (designer, structural engineer(s) and civil engineer(s) when required) to be assigned to this contract, and identify their qualifications for such work, including their experience.

5. Proposal Price Form

6. **Addendum Acknowledgement** (if applicable).

7. **Federal Forms.**

- a. Completed Representations and Certifications of Bidders, form HUD-5369-A (Attachment A)
- b. Completed Lobbying Certification and Disclosure (Attachment B)
- c. Documentation that the Proposer is an American Indian/Alaska Native Business Concern (if applicable)

EVALUATION PROCESS

CIHA will appoint an Evaluation Committee. The Evaluation Committee will review proposals submitted in response to this RFP. The committee may, at its discretion, decide to interview the offerors.

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

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting CIHA's requirements and terms and conditions, pricing, and overall responsiveness to the RFP.

Contractor submission of a proposal implies contractor acceptance of the evaluation technique and contractor recognition that some subjective judgments shall be made by CIHA during assignment of points.

CIHA reserves the right to request a presentation from any contractor who submitted a proposal prior to selection. At the sole discretion of CIHA, finalists for consideration of award may be required to provide a software demonstration and oral presentation to the evaluation committee. The oral presentation may be considered in the evaluation of the offeror's proposal, and overall scores under Offeror Information may be adjusted at the discretion of the evaluation committee. If scheduled, oral presentations will be limited to a 40-minute presentation by the offeror, followed by a maximum 20-minute question and answer period. All costs associated with the oral presentation shall be the responsibility of the offeror.

All contractors who submitted a proposal will be notified in writing of the results after the scoring and subsequent due diligence is completed.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. This RFP and its attachments shall form the basis of the Contract Terms and Conditions. **Exceptions or deviations to this proposal must not be added to the proposal pages but must be on contractor's letterhead and accompany the proposal.** Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. CIHA reserves the right to reject any or all of your proposed modifications.

SCORING CRITERIA

1)	<p>Preference: American Indian/Alaskan Native (AIAN) owned vendor preference (If applicable, must submit HUD 5369-A</p> <p>OR</p> <p>Small/Minority/Woman-Owned (If applicable, must submit HUD 5369-A</p> <p>Maximum Points shall be 15</p>	<p>5</p> <p>OR</p> <p>15</p>
2)	<p>Cover Page: Proposal must be signed and include the firm name, local address, telephone number, and name of the person(s) authorized to submit proposal, along with their title, telephone numbers, and email addresses.</p> <p>Maximum points shall be 5</p>	<p>5</p>
3)	<p>Narrative: Provide a narrative describing the Firm's core business i.e. small business providing full time residential design services, Small Firm providing part time design services, large architectural and engineering Firm etc. Describe the Firm's experience in Anchorage providing residential design and engineering services. Describe the team make up; designer, structural engineer(s) and civil engineer(s). Describe the services your Firm will provide under this Contract.</p> <p>Maximum points shall be 10.</p>	<p>10</p>
4)	<p>Statement of Qualifications: Describe the qualifications of the Firm to perform these services. This shall include:</p> <ul style="list-style-type: none"> a) Proposer's qualifications, years in business, and experience providing residential new construction design and engineering services required by RFP. b) Provide three (3) references from past projects involving residential new construction design services c) Provide the resumes of your primary team (designer, structural engineer(s) and civil engineer(s) (when required) to be assigned to this Contract, and identify their qualifications for such work, including their experience. <p>Maximum points shall be 30</p>	<p>30</p>
5)	<p>Cost.</p> <p>Maximum points shall be 40</p>	<p>40</p>

TOTAL POSSIBLE POINTS ----- 100

PROTEST

A protest may be submitted according to the procedures set forth below. An offeror who wishes to appeal a Notice of Intent to Award must file a written protest within ten (10) calendar days following the date this notice is issued. If the fifth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day.

The protest shall be filed with in writing and include the following information:

1. The name, address, and telephone number of the protester;
2. The signature of the protester or the protester's designated representative;
3. Identification of the solicitation, contract, or grant agreement at issue;
4. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
5. The form of relief requested.

Protest must be mailed or hand-delivered to:

Cook Inlet Housing Authority
Attn: Rashaad Esters, Procurement Manager
3510 Spenard Road
Anchorage, Alaska 99503

AWARD

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

Selection: CIHA desires to enter into negotiations and ultimately reach an agreement with an Offeror who demonstrates the best combination of attributes to conduct the project, and who negotiates a project cost with CIHA that is fair and reasonable. CIHA may conduct discussions with any offeror who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by CIHA will be deemed preliminary in nature, the document and process will be deemed confidential until the successful offeror is selected. CIHA is not required to accept the proposal with the lowest cost estimate.

No proposal shall be withdrawn for a period of forty-five (45) days subsequent to the deadline date for receipt of the proposals without the written consent of CIHA. In no way does this request for proposal constitute a contract, or obligate CIHA in any way.

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

- Current Certificate of Insurance as defined by this RFP
- Current State of Alaska Business License
- Current Professional License (if applicable)
- Current IRS Form W-9

LIST OF ATTACHMENTS

Attachment A – Representations and Certifications of Offerors, form HUD-5369-A

Attachment B – Lobbying Certification and Disclosure

Attachment C – Proposers Checklist

Attachment D – Proposal Price Form

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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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.

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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 <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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)

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 -----

**NOTICE TO PROPOSER:
PLEASE REMOVE THIS SECTION FROM THE REST OF THE RFP
26P-CN-201 AND SUBMIT WITH PROPOSAL**

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

1. Proposers Checklist
2. Cover page: Proposal must be signed and include the firm name, local address, telephone number, and name of the person(s) authorized to submit the proposal, along with their title, telephone numbers, and email addresses.
3. Narrative: Provide a narrative describing the Firm's core business i.e. small business providing full time residential design services, Small Firm providing part time design services, large architectural and engineering Firm etc. Describe the Firm's experience in Anchorage providing residential design and engineering services. Describe the team make up; designer, structural engineer(s) and civil engineer(s). Describe the services your Firm will provide under this Contract.
4. Statement of Qualifications. Describe the qualifications of the Firm to perform these services. This shall include:
 - a. Proposer's qualification, years in business, and experience providing residential new construction design and engineering services required by RFP.
 - b. Provide three (3) references from past projects involving residential, new construction design services.
 - c. Provide the resumes of your primary team [designer, structural engineer(s) and civil engineer(s) (when required)] to be assigned to this Contract, and identify their qualifications for such work, including their experience.
5. Proposal Price Form
6. Representations, Certifications, and Other Statements of Bidders
7. Lobbying Certification and Disclosure
8. Documentation that the Proposer is an American Indian/Alaska Native Business Concern (if applicable)

PROPOSERS CHECKLIST

EVALUATION CRITERIA

In addition to containing documentation required from the Contractor under this RFP, Contractor's proposal shall be evaluated on the following criteria and graded based on points awarded for each line item described below.

1)	<p>Preference: American Indian/Alaskan Native (AIAN) owned vendor preference (If applicable, must submit HUD 5369-A</p> <p>OR</p> <p>Small/Minority/Woman-Owned (If applicable, must submit HUD 5369-A</p> <p>Maximum Points shall be 15</p>	<p>5</p> <p>OR</p> <p>15</p>
2)	<p>Cover Page: Proposal must be signed and include the firm name, local address, telephone number, and name of the person(s) authorized to submit proposal, along with their title, telephone numbers, and email addresses.</p> <p>Maximum points shall be 5</p>	<p>5</p>
3)	<p>Narrative: Provide a narrative describing the Firm's core business i.e. small business providing full time residential design services, Small Firm providing part time design services, large architectural and engineering Firm etc. Describe the Firm's experience in Anchorage providing residential design and engineering services. Describe the team make up; designer, structural engineer(s) and civil engineer(s). Describe the services your Firm will provide under this Contract.</p> <p>Maximum points shall be 10.</p>	<p>10</p>
4)	<p>Statement of Qualifications:</p> <p>Describe the qualifications of the Firm to perform these services. This shall include:</p> <ul style="list-style-type: none"> a) Proposer's qualifications, years in business, and experience providing residential new construction design and engineering services required by RFP. b) Provide three (3) references from past projects involving residential new construction design services c) Provide the resumes of your primary team (designer, structural engineer(s) and civil engineer(s) (when required) to be assigned to this Contract, and identify their qualifications for such work, including their experience. 	<p>30</p>

**NEW CONSTRUCTION RESIDENTIAL DESIGN SERVICES
COOK INLET HOUSING AUTHORITY**

EVALUATION CRITERIA

	Cost. Maximum points shall be 40	
--	---	--

TOTAL POSSIBLE POINTS ----- 100

PREFERENCE FACTOR

AIAN, and Small-, Women-, and Minority-owned preference in contracting is applicable to this Request for Proposal and any vendor/firm/vendor stating a preference must submit a signed HUD 5369-A Certification Form (Section 004546) with their submitted proposal 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 vendor must provide, to the greatest extent feasible, preference in employment and training opportunities created as a result of this Request for Proposal.

**PROPOSAL PRICE FORM
NEW CONSTRUCTION RESIDENTIAL DESIGN SERVICES
RFP 26P-CN-201**

The undersigned, _____(Company Name) on this date: _____, having familiarized itself with the local conditions affecting the Scope of Work and cost of Work, and with the Specifications, including the Request for Proposal (RFP), Price Sheet, General Conditions, Form of Contract, and the General Scope of the Work, hereby proposes to furnish all labor, material, equipment and services required to complete Work in accordance with all sections of this Request for Proposal.

Proposer to submit pricing to provide design and engineering services as described in the RFP. Price quoted for services shall include all labor, equipment, material and fees to do the work.

1. Residential Single-Family and Duplex (Designs submitted to Anchorage Building Safety for plan review and approval.)

1.1 Architectural- New Design	
a. Price per square foot of designed floor space including garage	\$
1.2 Structural- New Design	
a. Flat fee for structural engineering services for building 0-2,000 square feet	\$
b. Flat fee for structural engineering services for building 2,001-4,000 square feet	\$
1.3 Architectural- Reuse	
a. Flat fee for reuse of designs for buildings 0-2,000 square feet	\$
b. Flat fee for reuse of designs for buildings 2,000-4,000 square feet	\$
1.4 Structural –Reuse	
a. Flat fee for reuse of structural engineering for buildings 0-2000 square feet	\$
b. Flat fee for reuse of structural engineering for buildings 2001-4000 square feet	\$

2. Residential Single-Family and Duplex - (Design option to exempt one and two family homes from plan review)

2.1 Architectural- New Design	
a. Price per square foot of designed floor space including garage	\$
2.2 Structural- New Design	
a. Flat fee for structural engineering services for building 0-2,000 square feet	\$
b. Flat fee for structural engineering services for building 2,001-4,000 square feet	\$
2.3 Architectural- Reuse	
a. Flat fee for reuse of designs for buildings 0-2,000 square feet	\$

**NEW CONSTRUCTION RESIDENTIAL DESIGN SERVICES
COOK INLET HOUSING AUTHORITY**

PROPOSAL PRICE FORM

b. Flat fee for reuse of designs for buildings 2,001-4,000 square feet	\$
2.4 Structural –Reuse	
a. Flat fee for reuse of structural engineering for buildings 0-2000 square feet	\$
b. Flat fee for reuse of structural engineering for buildings 2001-4000 square feet	\$

3. Commercial (3-plex and 4-plex buildings) (Designs submitted to Anchorage Building Safety for plan review and approval)

3.1 Architectural- New Design	
a. Price per square foot of designed floor space including garage	\$
3.2 Structural- New Design	
a. Flat fee for structural engineering services for building 0-2,000 square feet	\$
b. Flat fee for structural engineering services for building 2,001-4,000 square feet	\$
3.3 Architectural- Reuse	
a. Flat fee for reuse of designs for buildings 0-2,000 square feet	\$
b. Flat fee for reuse of designs for buildings 2,001-4,000 square feet	\$
3.4 Structural –Reuse	
a. Flat fee for reuse of structural engineering for buildings 0-2000 square feet	\$
b. Flat fee for reuse of structural engineering for buildings 2001-4000 square feet	\$
3.5 Civil – New Design	
a. Flat fee for reuse of civil engineering for lots under 10,000 sf	\$
b. Flat fee for reuse of designs for buildings 2001-4000 square feet	\$
3.6 Civil – Reuse	
a. Flat fee for reuse of civil engineering for lots under 10,000 sf	\$
b. Flat fee for reuse of civil engineering for lots over 10,000 sf	\$

4. Hourly Rates

4.1 Architectural	
a. Hourly rates for architectural design for modifications of existing plans	\$
4.2 Structural	
a. Hourly rates for structural design for modifications of existing plans	\$
4.3 Civil	
a. Hourly rates for civil design for modifications of existing plans	\$
4.4 Conceptual Design	
a. Hourly rates for conceptual design of proposed projects	\$

5. Lump Sum Pricing

For lump sum price determination of quoted services please provide a price including all services as specified in the RFP on the following sample plan:

PROPOSAL PRICE FORM

**NEW CONSTRUCTION RESIDENTIAL DESIGN SERVICES
COOK INLET HOUSING AUTHORITY**

PROPOSAL PRICE FORM

any overhead, profit or cost element or said proposal price, or of that of any other proposal, 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 proposal are true.

10. I/We further understands the penalty for making false statements in offers is prescribed by federal law at 18 U.S.C. §1001.

NAME OF PROPOSER

OFFICIAL ADDRESS

BY:

Signature

Address

Print Name and Title

City, State, Zip Code

Email

Phone and Fax



**New Construction Residential Design
26P-CN-201**

CIHA Contact Information	CONTRACTOR Contact Information
Cook Inlet Housing Authority (CIHA)	
3510 Spenard Road	
Anchorage, Alaska 99503	
Phone: (907) 793-3000	Phone:
Email: Procurement@cookinlethousing.org	Email:
A/P Email: CIHAap@cookinlethousing.org	Fed ID/SSN No.
Contracting Officer:	Contractor Contact:
Rashaad Esters, Procurement Manager	
Name Title	Name Title

Both Cook Inlet Housing Authority (CIHA) and (Contractor) shall be collectively referred to herein as the "Parties."

1. TERM OF CONTRACT

This contract shall commence on the date it is fully executed by both Parties and shall remain in effect for a period of a one (1) year term, with an option to extend for an additional four (4) one (1) year terms based on available funding, satisfactory performance, mutual consent and agreed upon pricing. The contract shall automatically renew unless either Party gives written notice of thirty (30) days prior to the expiration thereof.

2. SCOPE OF WORK

Residential (Designs submitted to Anchorage Building Safety for plan review and approval) Scope of Work includes residential architectural and structural design services as required and as necessary to support CIHA's business operations. CIHA requires Firms that can provide design services, including concept design, to include new construction of single-family, duplex, tri-plex, and four-plex designs under the International Residential Code (IRC), with local amendments, which are current and adopted by the Municipality of Anchorage at the time of the request for services.

CIHA may develop simple, preliminary building designs in-house with computer-based design software. The Scope of Work will require the awarded residential home designer and structural professional to work with CIHA staff to complete the design on electronic design software, and prepare the drawings and calculations as specified in the Municipality of Anchorage (MOA) Handout R.01 "Application Requirements for Single-Family, Duplex and Mobile Homes", Handout R.02 "Structural Review Items for Plan Review of Residential Permits and MOA Policy AG.04 "Structural Drawings – Review and Signature of Designer for Up to a 4-Plex Residential"

Building designs reuse; provide permitting coordination for pre-approved house plans that were originally developed under this or previous Contracts.

Exclusions from Handout R.01 requirements:

- Land surveying, proposed plot plans, As-builts (CIHA maintains term contracts with licensed land surveyors for residential and commercial survey drawings)

Residential (Design option to exempt one- and two-family homes from plan review)

The Scope of Work includes residential architectural and structural design services as required and as necessary to support CIHA's business operations. CIHA requires Firms that can provide design services, including concept design, to include new construction of single-family, duplex, tri-plex, and four-plex designs under the International Residential Code (IRC), with local amendments, which are current and adopted by the Municipality of Anchorage at the time of the request for services.

CIHA may develop simple, preliminary building designs in-house with computer-based design software. The Scope of Work will require the awarded residential home designer and structural professional to Work with CIHA staff to complete the design on electronic design software, and prepare the drawings and calculations as specified in the Municipality of Anchorage (MOA) Policy AG.38 Third Party Plan Review, Handout R.02 "Structural Review Items for Plan Review of Residential Permits and MOA Policy AG.04 "Structural Drawings – Review and Signature of Designer for Up to a 4-Plex Residential"

Building designs reuse; provide permitting coordination for pre-approved house plans that were originally developed under this or previous contracts.

Exclusions from Handout R.01 requirements:

- Land surveying, proposed plot plans, As-builts. (CIHA maintains term contracts with licensed land surveyors for residential and commercial survey drawings)

Commercial

The Scope of Work includes commercial residential architectural and structural design services as required and as necessary to support CIHA's business operations. CIHA may require Firms to provide design services, including concept design, which include new construction of 3-plex and 4-Plex designs under the International Building Code (IBC), with local amendments, which are current and adopted by the Municipality of Anchorage at the time of the request for services.

CIHA may develop simple, preliminary designs in-house with PC based design software. The Scope of Work will require the awarded residential designer and structural professional to Work with CIHA staff to complete the design on electronic design software, and prepare the drawings and calculations as specified in the Municipality of Anchorage (MOA) Handout AG.06 "Building Permit Requirements for Commercial Buildings", and MOA Policy AG.04 "Structural Drawings – Review and Signature of Designer for Up to a 4-Plex Residential"

Building designs reuse; provide permitting coordination for pre-approved house plans that were originally developed under this or previous Contracts.

Exclusions from Handout AG.06 requirements:

- Land surveying, proposed plot plans, As-builts. (CIHA maintains term contracts with licensed land surveyors for residential and commercial survey drawings)

Project Services

- Residential designer will work with CIHA staff to complete building design
- Landscape design drawing incorporated with the building design
- Residential designer will work with structural professional to incorporate structural considerations in the design drawings, and prepare required structural calculations
- Residential designer will work with civil professional to incorporate civil considerations in the design drawings, and prepare required civil calculations when required for commercial permit applications
- Residential designer to provide building permitting services
- Residential designer will coordinate the design drawing with the land surveyor for proposed plot plans, and As-builts
- Residential designer will coordinate building design with the roof truss Manufacturer for the drawing and engineering of roof trusses for inclusion in the design drawings
- Residential designer will offer re-use permit coordination of pre-approved building plans
- Residential designer will offer conceptual design services when required

Construction Drawings and Documents

Construction Drawings shall be drawn to scale and shall provide the necessary information to verify compliance with applicable building codes and include but not limited to the following.

- Building Code study, including building construction type, occupancy, exiting and applicable code.
- Structural engineering calculations and specifications.
- Civil engineering and calculations, including storm water treatment plans, soil reports, geotechnical reports, storm water management reports, water & sewer design when required to obtain commercial building permits.
- Energy efficiency design: The construction drawings shall provide details including insulation materials, and their R-values, fenestration U-factors, mechanical system design criteria; mechanical space heating and water heating systems and equipment types, sizes and efficiencies; duct and pipe insulation and sealing; and air sealing details.
- Certified Plot Plan: (provided by others, with home designer coordination)

Stamped and signed by a Professional Land Surveyor, registered in the State of Alaska, showing the size and location of new construction and existing structures on the site and distances from lot lines, with established street grades and proposed finished grades as applicable.

- Landscaping plan: To include reference to quantity and location of plantings.

Provide common and scientific name, planting depth, root ball size, and other design criteria as required by Title 21 and any other authorities having jurisdiction.

- **Architectural Drawings:** To include building elevations, cross sections, floor plans; the location and sizes of all doors, windows, closets, decks, plumbing fixtures, cabinets and appliances, wall and column sizes, thickness and material. To include the use of all areas and means of egress, fire assembly construction, and energy efficiency details.
- **Structural Drawings:** To include footing construction detail, foundation construction details, framing construction detail, masonry construction detail, wood construction detail, steel construction detail, showing supports, connections, design criteria, snow load, wind gust and seismic design categories.
- **Foundation Drawings:** To include all applicable dimensions including footing sizes with description of reinforcement layout and description of foundation drain system location of all slabs describing thickness of slab, base, reinforcement, vapor barrier and any slopes.
- **Civil Drawings (when required):** To include civil site plan, existing and proposed topography, drainage patterns, water system design, waste-water system design, storm-water system design, snow storage calculations, parking calculations, structural fill details and cross-sections and utility connection details.
- **Roof Framing Drawings:** To include engineering, size, type, location and anchoring of roof trusses.
- **Lighting Plan:** light fixture location

3. 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.

4. TERM AND TERMINATION, RIGHTS AND REMEDIES

- 4.1 **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.
- 4.2 **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:
 - i. Fails to provide services required by this Contract within the time specified or any extension agreed to by Contractor; or
 - ii. 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.
- 4.3 **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:

- i. Contractor will be responsible for the demobilization of the crews, equipment, and materials of Contractor, if necessary.
- ii. 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.
- iii. Any other reasonable costs incidental to the termination of the Contractor Contract provided that CIHA has authorized these costs before the Contractor incurs them.

5. COMPENSATION AND MANNER OF PAYMENT

5.1 Fees for Work

- i. Contractor shall invoice CIHA for Work performed and will be paid for Work rendered as described in Contractor's Quote dated **00/00/2026**.
- ii. 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.
- iii. Invoices shall be sent to CIHA Accounts Payable Department by one of the following methods: 1) email to cihaap@cookinlethousing.org; or 2) mail to Cook Inlet Housing Authority, Attn: Accounts Payable, 3510 Spenard Road, Anchorage, AK 99503.

6. INVOICING

Invoices are to include the contract control number, date(s), and a list of exact services performed, within thirty (30) days from the end of the monthly billing period.

Invoices shall be sent to CIHA Accounts Payable Department by one of the following methods: 1) email to cihaap@cookinlethousing.org or 2) mail to Cook Inlet Housing Authority, Attn: Accounts Payable, 3510 Spenard Road, Anchorage, Alaska 99503.

7. REPRESENTATIONS AND WARRANTY

- 7.1 **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.
- 7.2 **Warranty** - Contractor warrants to CIHA that all Work will be of good and workmanship quality, free from faults and defects. Contractor shall correct promptly any Work of its own or its subcontractors found to be defective or not in compliance with the terms of this Contract.

8. 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.

9. INDEMNITY AND INSURANCE REQUIREMENTS

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

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.

10. INSURANCE AND LIABILITY

10.1 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 and noncontributory 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 Cook Inlet Housing Authority (CIHA) as additional insured, except for Worker's Compensation. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statutes Title 21. 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.

10.2 **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.

- i. **Worker's Compensation and Employers' Liability:** The Contractor shall provide and maintain, for all employees engaged in work under this Contract, coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. This policy must waive subrogation against Cook Inlet Housing Authority.
 - 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
- ii. **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 Cook Inlet Housing Authority.
 - 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)
- iii. **Commercial Automobile Liability Insurance:** Covering all vehicles, owned, hired or non-owned, used by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit of bodily and property damage. This policy must waive subrogation against Cook Inlet Housing Authority.

11. **CONFLICT OF INTEREST AND CONFIDENTIALITY**

11.1 **Confidentiality** - All information obtained by Contractor from CIHA related in any way to the Contract or Work to be performed thereunder 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.

11.2 **Conflict of Interest**

- a. Contractor affirms that to the best of their knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interests and their services under this Contract, and in the event of change in either their private interests or services under this Contract, they will inform CIHA's Procurement Manager regarding possible conflict of interest, which may arise as a result of such change. 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 their status as a Contractor of CIHA to obtain for their 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 them.
 - 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 them 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.

12. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall post in conspicuous places, accessible to employees and applicants for employment, at the location of the grant project, notices setting out the provisions of AS 18.80.220. The Contractor shall state, in all solicitations or advertisements for employees to work on this project, that the Contractor is an equal opportunity employer (EEO) and that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall include the provisions of this EEO article in every subcontract relating to this Contract and shall require the inclusion of these provisions in every agreement entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor.

13. 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.

14. 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.

15. 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.

16. 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.

17. ATTACHMENTS

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

- A. Contractor Proposal – Dated 00/00/0000

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

- B. Current Certificate of Insurance
- C. Current State of Alaska Business License
- D. RFP 26P-CN-201
- E. Current Municipality of Anchorage, Wasilla, and Palmer Licenses

18. 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:

CIHA:

COOK INLET HOUSING AUTHORITY

Print Name

Print Name

Title

Title

Date

Date

SAMPLE