



REQUEST FOR PROPOSAL RFP 26T-WX-202

Weatherization Plumbing & Heating Term Services

April 2026

Prepared By:

Cook Inlet Housing Authority
Procurement Department
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REQUEST FOR PROPOSAL
RFP 26T-WX-202
Weatherization Plumbing & Heating Term Services

Cook Inlet Housing Authority (CIHA) will conduct comprehensive building science, energy efficiency, and weatherization rehabilitation assessments on single family, mobile homes, duplex and multi-family residential homes and will accept proposals from responsive and responsible contractors to support this project.

PROPOSAL SUBMITTALS

Proposals must be submitted, clearly marked: “**Attn: Procurement, RFP 26T-WX-202 Weatherization Plumbing & Heating Term Services– 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 at CIHA, Attn: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503 no later than May 6th, 2026, at 2:00PM according to the time clock located at CIHA’s front desk.
- **Emailed proposals:** Proposals must be received no later than May 6th, 2026, at 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 April 22st, 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 representatives.

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.

BACKGROUND

Cook Inlet Housing Authority (CIHA) is a quasi-public, not for profit organization recognized as a Regional Housing Authority, operating for approximately 51 years in compliance with federal, state, and local requirements. CIHA was established on December 17, 1974, as a Regional Housing Authority under Alaska Statute 18.55.996 to ensure that elders, individuals and families in the 45,168 square-mile area of Cook Inlet Region, Inc. (CIRI) have access to safe, quality, and affordable housing. We promote our mission and live our core values through CIHA's business activities, which include the privilege of weatherizing and rehabilitating multifamily and single-family dwellings under multiple grant and funding sources for the past 17 years. These projects have and continue to address critical housing needs by focusing on health safety, energy efficiency, and home improvements, ensuring long-term safety and habitability for vulnerable households. CIHA’s ability to manage complex scopes of work, maintain compliance with state

and federal guidelines, and deliver high-quality outcomes positions the organization as a proven leader in residential construction and rehabilitation.

CONTRACT TERM

Award of a professional services contract for the specified work will include an initial three (3) year term with an option to extend for two (2) 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 three (3) year term and the extension option years. CIHA reserves the right to award one or more contracts.

SCOPE OF WORK

CIHA personnel will conduct comprehensive building science, energy efficiency, and weatherization rehabilitation assessments on single-family, mobile homes, duplex, and multi-family residential homes.

After the initial assessment, written work scopes of potential building improvements are drafted by CIHA. Work scopes may include building envelope improvements, occupant safety improvements, environmental hazards remediation, plumbing and heating improvements, mechanical and electrical improvements, and energy efficiency improvements. CIHA will deliver to the Contractor a Proposed Work Agreement stating the intended scope of repair or replacement improvements for all upgrades. Proposed Work Agreements give general direction regarding the nature of the installation and repair tasks required. The Contractor must then visit the specified residential dwelling unit to survey first-hand the intended work scope. The Contractor shall then provide CIHA Staff with a cost quotation of materials, equipment, testing, labor, permits, etc., and the scope of work that will best accomplish the intended improvement(s).

The Contractor's quote shall include the specific make and model of major equipment, parts, and other materials to be included and the respective costs of each. Non-major repair materials may be lumped together as one unit. Generally, major equipment and parts costing \$500 or more are crucial to the complete system's performance. The Contractor shall also separately list: hourly labor costs, permit fees, inspection fees, and shipping costs but may aggregate each category if more than one applies. For example, several inspection fees may be aggregated, and a single "Inspection Fees" listed. The Contractor may lump and list other costs, such as copying, mail, etc., together and listed as "Administrative Costs" if not already included as part of material or labor costs. Together, all costs listed shall constitute the entire and total cost for the work required. The separate listing of materials, labor, shipping costs, and so on provides CIHA with a general history of the expenses upon which CIHA can estimate future projects to determine the general magnitude of project costs. In turn, budgeting for the program's life and the number of dwellings to be served can be more accurately forecasted, resulting in better service to the community and the contractors servicing this program.

In addition to costs, the quote shall also reflect the estimated number of days and hours to complete the quoted work from the time of arrival on site to the time of final departure. The Contractor will provide this information to CIHA, and CIHA can pass the dates and times to the homeowners to prepare their schedules to be home while the work is being done. It is understood that estimated workdays are just that – estimated, considering the unpredictable nature of retrofit work. This quote shall be provided to CIHA within three (3) working days after the site visit unless

CIHA grants an extension. Waiting for cost and shipping information for materials/equipment not available locally could be a reason for an extension. Cost quotes shall remain fixed for a minimum of 30 days following submittal to CIHA.

The Contractor shall not limit their proposed replacement equipment/materials to only the makes and models of equipment the Contractor sells or represents. The Contractor is encouraged to offer alternative equipment, materials, and solutions to the work CIHA prescribed if, in the Contractor's opinion, a safer, quicker, and a less expensive or equal alternative is available.

CIHA will review the Contractor's proposed work scope and cost quote. If acceptable, CIHA will deliver a Perform Work Agreement to the Contractor. If the Contractor's work proposal is not agreeable to CIHA, CIHA shall be free to request additional quotes for the proposed work from other contractors.

The Perform Work Agreement will describe the final work scope and materials. The Perform Work Agreement shall include the Contractor's written quote, even when not directly written into the Perform Work Agreement. Upon receiving the Perform Work Agreement from CIHA, the Contractor must sign and return the agreement to CIHA within three (3) working days. If CIHA does not receive a signed Work Agreement within the specified time, CIHA shall be free to offer the work to any other contractor.

The signed Perform Work Agreement shall become a contract for the duration of that project only. The Contractor shall commence work within three (3) working days of receiving a signed Perform Work Agreement from CIHA - typically sent by email. The Contractor is obligated to notify CIHA when materials or equipment cannot be obtained, and the work cannot be started within five (5) working days.

Generally, the plumbing, heating, and mechanical system equipment, and parts most likely to require the Contractor's purchase, installation, or service will include, but is not limited to the work described below:

- a. **Heating Equipment:** oil or gas-fired boilers, furnaces, water heaters, unit heaters, and related equipment; piping for or installation of natural gas or propane gas-fired kitchen ranges and clothes dryer, combustion exhaust vents; fire-stop plates; combustion air ducting; piping; controls; wiring; pumps; fans; filters; valves; expansion tanks; heat exchangers; burners and other system parts.
- b. **Plumbing Fixtures and System Parts:** toilets, showers, walk-in showers, bathtub replacement, lavatories, service sinks, pumps, filters, piping, valves, disposals, water-softening equipment, sump pump, water lines and other plumbing parts.
- c. **Environmental Air and Ventilation Equipment:** bathroom exhaust fans, kitchen range hood exhaust hoods/fans, whole house exhaust fans, heat and/or energy recovery ventilators, registers, grilles, cooling fans, and ducting for all ventilation equipment, termination vent hoods, filters, and air cleaners, etc. The Contractor shall also have the equipment and knowledge to measure cfm airflow and pressure balance airflow through ventilation equipment.

The Contractor shall only be required to inspect and bid on the scope of work designated to be repaired or replaced. However, the Contractor shall notify CIHA if additional repairs should also be made during its initial survey of the proposed project or while performing the work. If CIHA directs the Contractor to perform such additional work, the Contractor shall be paid either in accordance with a quotation submitted by Contractor for this additional work or, if requested by CIHA, on a time and material basis according to the hourly wage rates the Contractor has provided in response to this RFP and a materials quote.

The Contractor shall furnish all tools, labor, equipment, and materials to perform the necessary plumbing, heating, and mechanical services.

The Contractor shall be proficient in testing heating equipment for draft, carbon monoxide, and combustion efficiency. The Contractor will be testing all heating equipment directed only to be cleaned and tuned before and after such service.

The Contractor shall be thoroughly knowledgeable in all applicable federal, state, and local building codes and regulations as they apply to the plumbing, heating, and mechanical trades.

The Contractor shall assign a minimum of at least one journeyman to each project. This journeyman shall always remain on-site while work is actively being performed.

Daily, the Contractor shall remove from the work site all materials and equipment replaced/removed that day. The work site shall be clear of all materials, equipment, and tools at the end of each work cycle for the day. Additionally, the worksite shall be cleaned at the end of each work cycle for the day. All removed materials and equipment shall be taken to and disposed of at an approved municipal waste site and shall be done in a manner that complies with all federal, state, and local laws. The Contractor shall only accumulate removed materials and equipment in any location if expressly permitted to do so in writing by CIHA.

The Contractor shall protect all adjacent surfaces and objects from damage during the entire course of work being performed. Should any damage occur, the Contractor shall replace or repair the damaged surface or object to CIHA's satisfaction.

The Contractor shall perform all work in a skilled workman-like manner and shall establish a continually neat, clean, and organized work site.

The Contractor shall always protect their work area to ensure the client's safety and security. The Contractor is required to provide a current EPA Lead-Based Paint Renovator's certification and OSHA Confined Space training class attendance (or OSHA 30 certification) prior to implementation of any contract awarded as a result of this RFP.

The contractor shall provide a sticker on new furnaces, boilers, water heaters etc. for future service for the client.

SERVICE REQUIREMENT

A request for plumbing, heating and mechanical services will be based upon a mutually agreed schedule within three (3) working days from the Perform Work Agreement. The Contractor is obligated to notify CIHA when materials or equipment cannot be obtained, and the work cannot be started within five (5) working days.

QUALIFICATIONS AND REQUIREMENTS

Capacity: Contractor is to have adequate resources of qualified personnel to comply with responsiveness requirements as stated.

Contractor shall provide current certificate of insurance as defined by this RFP.

Contractor shall not be suspended or debarred.

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.

INDEMNITY AND INSURANCE REQUIREMENTS

Indemnification

- A. To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold Cook Inlet Housing Authority (CIHA), its subsidiaries, directors, officers, agents, officials, employees and consultants (collectively, "Indemnified Parties") harmless from and against all claims or loss, including without limitation any and all demands, suits, expenses, damages, fines, charges, liens, actions or liability of any nature, kind or character whatsoever, and including without limitation, claims or loss resulting from injury, death, economic loss, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, attorneys' fees, costs or expenses or any other kind of loss (collectively, "claims or loss"), related to, resulting from or arising directly or indirectly out of the activities of Contractor, the performance, failure of performance or breach of any term of this Contract by Contractor, or by any person or entity employed by Contractor in the performance of this Contract, regardless of whether such claim or loss is caused in part by Indemnified Parties.
- B. Contractor's responsibility for defense and indemnification extends to and includes any claim or loss alleging acts or omissions by Indemnified Parties that are said to have contributed to the claim or loss. However, Contractor shall not be required to indemnify an Indemnified Party for any claim or loss that results from the sole negligence or willful misconduct of the Indemnified Party.
- C. In any and all claims against the Indemnified Parties by any employee of Contractor, anyone directly employed by Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- D. Contractor agrees that as part of any subcontract, its subcontractor shall provide assurance of defense and indemnity in CIHA's favor that are identical in scope as those assumed by Contractor under the terms of this Contract.
- E. The requirement of any insurance required of Contractor under this Contract shall not limit

Contractor's indemnification responsibilities under this section in any way.

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

Minimum Limits of Liability

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

- A. Worker's Compensation and Employers' Liability: The Contractor shall provide and maintain, for all employees engaged in work under this Contract, coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. This policy must waive subrogation against Cook Inlet Housing Authority (CIHA).
 - 1. 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 Cook Inlet Housing Authority (CIHA).
 - 1. \$1,000,000 Each Occurrence
 - 2. \$2,000,000 General Aggregate

3. \$2,000,000 Products/Completed Operations Aggregate
 4. \$1,000,000 Personal and Advertising Injury
 5. \$50,000 Fire Damage Legal Liability (any one fire)
 6. \$5,000 Medical Expense (any one person)
- C. 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 (CIHA).

Cancellation, Renewal and Modification

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

Continuation of Coverage

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

Certificates of Insurance

Certificates of insurance and copies of all insurance policies and endorsements if requested by **CIHA** required by this Section 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 bid. 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 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 titles, telephone numbers, and email addresses.
3. Narrative: Provide a narrative describing the Firm's core business i.e. specializing in plumbing, heating and mechanical services. Describe the team make up; project manager(s), superintendent(s), and journeymen. Describe the services your Firm will provide under this contract.
4. Statement of Qualifications. Describe the qualifications of the firm to perform these services. This shall include;
 - a. Proposer's qualifications, years in business, and experience providing services required by the RFP.
 - b. List the primary team to be assigned to this contract, and identify their qualifications and experience, including applicable professional licenses for such work.
5. Lobbying Certification
6. Proposal Price Form
7. Notice to Proposer
8. Addendum Acknowledgement (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. 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

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>Cover Page: Proposals must be signed and include the firm's name, local address, telephone number, and name of person(s) authorized to submit the proposal, along with their titles, telephone numbers, and email addresses.</p> <p>Maximum points shall be 5.</p>	5
2.	<p>Narrative: Provide a narrative describing the Firm's core business i.e. specializing in plumbing, heating and mechanical services. Describe the team make up; project manager(s), superintendent(s) and journeymen. Describe the services your Firm will provide under this Contract.</p> <p>Maximum points shall be 20.</p>	20
3.	<p>Statement of Qualifications:</p> <ul style="list-style-type: none"> a) Proposer's qualifications, years in business, and experience providing services required by the RFP. b) List the primary team to be assigned to this contract, and identify their qualifications and experience, including applicable professional licenses for such work. <p>Maximum points shall be 35.</p>	35
4.	<p>Cost: Fixed pricing of hourly rates</p> <p>Maximum points shall be 40.</p>	40

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 fixed hourly rate 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
- Current Municipality of Anchorage, Wasilla, and/or Palmer Licenses
- Current State of Alaska Contractor License, if applicable

LIST OF ATTACHMENTS

Attachment A – Proposers Checklist
Attachment B – Proposal Price Form
Attachment C – Lobbying Certification
Attachment D – Sample Contract

NOTICE TO PROPOSER

PLEASE REMOVE THIS SECTION FROM THE REST OF THE RFP AND SUBMIT WITH PROPOSAL

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

1. **Proposers Checklist**
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. specializing in plumbing, heating and mechanical services. Describe the team make up; project manager(s), superintendent(s), and journeymen. Describe the services your Firm will provide under this Contract.
4. **Statement of Qualifications:** Describe the qualifications of the Firm to perform these services. This shall include:
 - a) Proposer's qualifications, years in business, and experience providing services required by the RFP.
 - b) List the primary team to be assigned to this contract, and identify their qualifications and experience, including applicable professional licenses for such work.
5. **Proposal Price Form**

PROPOSAL PRICE FORM
RFP 26T-WX-202
Weatherization Plumbing & Heating Term Services

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

In accordance with any applicable codes and regulatory agencies having jurisdiction, provide costs to furnish all labor, materials, and equipment to perform the following.

Labor rates

- Straight time journeyman..... \$ _____/hr.
- Straight time apprentice..... \$ _____/hr.
- Overtime journeyman..... \$ _____/hr.
- Overtime apprentice..... \$ _____/hr.
- Emergency response journeyman \$ _____/hr.
- Emergency response apprentice..... \$ _____/hr.

Material markup

Material markup _____%

Emergency response time

In the event of an emergency that requires service to a plumbing system, the relative response time will be: (e.g., 1.5 hours or less after emergency request comes in).

Emergency response time:

Maintenance service requests include, but are not limited to the following:

- **Heating Equipment** (see section 5a, in Request for Proposal)
- **Plumbing Fixtures and Systems Parts** (see section 5b, in Request for Proposal)
- **Environmental Air and Ventilation Equipment** (see section 5c, in Request for Proposal)

- 1) In submitting this proposal, it is understood that the right is reserved by CIHA to reject any and all proposals at its sole discretion and for its convenience or benefit. The proposer agrees to execute and deliver to CIHA a contract in the prescribed form within ten (10) days after the date CIHA mails or otherwise delivers to proposer CIHA's written acceptance of the bid as the successful proposal.

The Proposal cannot be withdrawn for a period of forty-five (45) days without the express permission of CIHA.

- 2) I/We further acknowledge receipt of the following addenda by checking the

box(es): Addendum No.: _____ Dated: _____ Addendum

No.: _____ Dated: _____ Addendum No.: ____ Dated:

_____ Addendum No.: ____ Dated: _____

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

NAME OF PROPOSER

OFFICIAL ADDRESS

BY:

Signature

Address

Print Name and Title

City/State/Zip Code

Email

Phone

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 -----



**Weatherization Plumbing & Heating Term Services
26T-WX-202**

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 three (3) years from the date, with an option to extend for an additional two (2) 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

CIHA personnel will conduct comprehensive building science, energy efficiency, and weatherization rehabilitation assessments on single-family, mobiles homes, duplex, and multi-family residential homes.

After the initial assessment, written work scopes of potential building improvements are drafted by CIHA. Work scopes may include building envelope improvements, occupant safety improvements, environmental hazards remediation, plumbing and heating improvements, mechanical and electrical improvements, and energy efficiency improvements. CIHA will deliver to the Contractor a Proposed Work Agreement stating the intended scope of repair or replacement improvements for all upgrades. Proposed Work Agreements give general direction regarding the nature of the installation and repair tasks required. The Contractor must then visit the specified residential dwelling unit to survey first-hand the intended work scope. The Contractor shall then provide CIHA Staff with a cost quotation of materials, equipment, testing, labor, permits, etc., and the scope of work that will best accomplish the intended improvement(s).

The Contractor's quote shall include the specific make and model of major equipment, parts, and

other materials to be included and the respective costs of each. Non-major repair materials may be lumped together as one unit. Generally, major equipment and parts costing \$500 or more are crucial to the complete system's performance. The Contractor shall also separately list: hourly labor costs, permit fees, inspection fees, and shipping costs but may aggregate each category if more than singular. For example, several inspection fees may be aggregated, and a single "Inspection Fees" listed. The Contractor may lump and list other costs, such as copying, mail, etc., together and listed as "Administrative Costs" if not already included as part of material or labor costs. Together, all costs listed shall constitute the entire and total cost for the work required. The separate listing of materials, labor, shipping costs, and so on provides CIHA with a general history of the expenses upon which CIHA can estimate future projects to determine the general magnitude of project costs. In turn, budgeting for the program's life and the number of dwellings to be served can be more accurately forecasted, resulting in better service to the community and the contractors servicing this program.

In addition to costs, the quote shall also reflect the estimated number of days and hours to complete the quoted work from the time of arrival on site to the time of final departure. The Contractor will provide this information to CIHA, and CIHA can pass the dates and times to the homeowners to prepare their schedules to be home while the work is being done. It is understood that estimated workdays are just that – estimated, considering the unpredictable nature of retrofit work. This quote shall be provided to CIHA within three (3) working days after the site visit unless CIHA grants an extension. Waiting for cost and shipping information for materials/equipment not available locally could be a reason for an extension. Cost quotes shall remain fixed for a minimum of 30 days following submittal to CIHA.

The Contractor shall not limit their proposed replacement equipment/materials to only the makes and models of equipment the Contractor sells or represents. The Contractor is encouraged to offer alternative equipment, materials, and solutions to the work CIHA prescribed if, in the Contractor's opinion, a safer, quicker, and a less expensive or equal alternative is available.

CIHA will review the Contractor's proposed work scope and cost quote. If acceptable, CIHA will deliver a Perform Work Agreement to the Contractor. If the Contractor's work proposal is not agreeable to CIHA, CIHA shall be free to request additional quotes for the proposed work from other contractors.

The Perform Work Agreement will describe the final work scope and materials. The Perform Work Agreement shall include the Contractor's written quote, even when not directly written into the Perform Work Agreement. Upon receiving the Perform Work Agreement from CIHA, the Contractor must sign and return the agreement to CIHA within three (3) working days. If CIHA does not receive a signed Work Agreement within the specified time, CIHA shall be free to offer the work to any other contractor.

The signed Perform Work Agreement shall become a contract for the duration of that project only. The Contractor shall commence work within three (3) working days of receiving a signed Perform Work Agreement from CIHA - typically sent by email. The Contractor is obligated to notify CIHA when materials or equipment cannot be obtained, and the work cannot be started within five (5) working days.

Generally, the plumbing, heating, and mechanical system equipment, and parts most likely to require the Contractor's purchase, installation, or service will include, but is not limited to the work described below:

- **Heating Equipment:** oil or gas-fired boilers, furnaces, water heaters, unit heaters, and related equipment; piping for or installation of natural gas or propane gas-fired kitchen ranges and clothes dryer, combustion exhaust vents; fire-stop plates; combustion air ducting; piping; controls; wiring; pumps; fans; filters; valves; expansion tanks; heat exchangers; burners and other system parts.
- **Plumbing Fixtures and System Parts:** toilets, showers, walk-in showers, bathtubs replacement, lavatories, service sinks, pumps, filters, piping, valves, disposals, water-softening equipment, sump pump, water lines and other plumbing parts.
- **Environmental Air and Ventilation Equipment:** bathroom exhaust fans, kitchen range hood exhaust hoods/fans, whole house exhaust fans, heat and/or energy recovery ventilators, registers, and grilles cooling fans, ducting for all ventilation

equipment, termination vent hoods, filters, and air cleaners, etc. The Contractor shall also have the equipment and knowledge to measure cfm airflow and pressure balance airflow through ventilation equipment.

The Contractor shall only be required to inspect and bid on the scope of work designated to be repaired or replaced. However, the Contractor shall notify CIHA if additional repairs should also be made during its initial survey of the proposed project or while performing the work. If CIHA directs the Contractor to perform such additional work, the Contractor shall be paid either in accordance with a quotation submitted by Contractor for this additional work or, if requested by CIHA, on a time and material basis according to the hourly wage rates the Contractor has provided in response to this RFP and a materials quote.

The Contractor shall furnish all tools, labor, equipment, and materials to perform the necessary plumbing, heating, and mechanical services.

The Contractor shall be proficient in testing heating equipment for draft, carbon monoxide, and combustion efficiency. The Contractor will be testing all heating equipment directed only to be cleaned and tuned before and after such service.

The Contractor shall be thoroughly knowledgeable in all applicable federal, state, and local building codes and regulations as they apply to the plumbing, heating, and mechanical trades.

The Contractor shall assign a minimum of at least one journeyman to each project. This journeyman shall always remain on-site while work is actively being performed.

Daily, the Contractor shall remove from the work site all materials and equipment replaced/removed that day. The work site shall be clear of all materials, equipment, and tools at the end of each work cycle for the day. Additionally, the worksite shall be cleaned at the end of each work cycle for the day. All removed materials and equipment shall be taken to and disposed of at an approved municipal waste site and shall be done in a manner that complies with all federal, state, and local laws. The Contractor shall only accumulate removed materials and equipment in any location if expressly permitted to do so in writing by CIHA.

The Contractor shall protect all adjacent surfaces and objects from damage during the entire course of work being performed. Should any damage occur, the Contractor shall replace or repair the damaged surface or object to CIHA's satisfaction.

The Contractor shall perform all work in a skilled workman-like manner and shall establish a continually neat, clean, and organized work site.

The Contractor shall always protect their work area to ensure the client's safety and security. The Contractor is required to provide a current EPA Lead-Based Paint

The Contractor shall always protect their work area to ensure the client's safety and security. The Contractor is required to provide a current EPA Lead-Based Paint Renovator's certification and OSHA Confined Space training class attendance (or OSHA 30 certification) prior to implementation of any contract awarded as a result of this RFP.

The contractor shall provide a sticker on new Furnaces, Boilers, Water Heaters etc. for future service for the client.

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 00/00/0000.
- 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 26T-WX-202
- E. Current Municipality of Anchorage, Wasilla, and Palmer Licenses
- F. Current State of Alaska Contractors License

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