Regional Housing Authority

REQUEST FOR QUOTATION
RFQ: #2020-30-15

Quotes will be received until 9/30/20 at 4:30PM

WALK THROUGH 9/23/20

BIDDER / OFFEROR NOTICE: This is NOT an Agreement

The terms and conditions should be reviewed and understood before preparing a quotation. The quotation will be the best net price, FOB destination, to include all delivery charges but exclude applicable taxes. Delivery schedule, discount for early payment, or any additional discounts must be indicated in the spaces provided below. Return the quotation by the above time and date. Please reference the RFQ number on the subject line / envelope.

DELIVERY LOCATION:	**REQUESTOR:**
Tract18-Sunnahae Heights Subdivision on East Hamilton & Windy Way, Craig, AK	Lorraine DeAsis LDEASIS@THRHA.ORG

BIDDER / OFFEROR - BID / OFFER & PRICING

Item	Description of Supply or Service	Qty	Unit	Unit Price	Extended Price
	THRHA is seeking a qualified contractor to install a HRVs (Broan HRV160) in a newly constructed 4-plex located at Tract-18 Sunnahae Heights Subidvision on East Hamilton & Windy Way, Craig, Alaska. A Mechanical Administrators License is required STATE OF ALASKA DAVIS BACON WAGES APPLY See Project Specifications for requirements WALK THROUGH SCHEDULED: 9/23/20 9:00 AM – Meet John Parks 907-723-9375 at the job site				

THIS SECTION MUST BE COMPLETED BY BIDDER / OFFEROR

Delivery / Service will be made / performed within 90 calendar days after receipt of order.

Payment Terms are **30 days from receipt of invoice.**

Company Name	Address	City	State	ZIP Code	Phone Number

Alaska Business License No.	Bidder / Offeror Tax I.D. No.

Signature	Date	Typed Name and Title

INSTRUCTIONS TO BIDDERS / OFFERORS
TERMS AND CONDITIONS

1. REQUEST FOR QUOTATION (RFQ) REVIEW: Bidders / Offerors must carefully review this RFQ for defects and questionable or objectionable material. Bidder / Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if required and help prevent the opening of a defective quote; upon which award cannot be made.

2. QUOTATION FORMS: Bidders / Offerors must use this and any attached forms when submitting quotes. A scanned quote may be submitted to LDEASIS@thrha.org.

3. SUBMISSION: Quotations must be signed where applicable and received prior to the RFQ deadline.

4. QUOTE REJECTION: THRHA reserves the right to reject any or all quotes, combinations of items, or lot(s), and waive any defects or minor informalities.

5. EXTENSION OF PRICES: In case of error in the extension of prices in the quote, the unit prices will govern. Negligence by the Bidder / Offeror in preparing the quotation confers no right for the withdrawal of the quotation after it has been received.

6. THRHA PROCUREMENT POLICY: THRHA Procurement Policy and its Regulations are made a part of this document as if fully set forth herein.

7. PRICES: The Bidder / Offeror will state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the Bidder / Offeror believes that certain taxes are payable by THRHA, the Bidder / Offeror may list such taxes separately, directly below the bid price for each affected item. THRHA is exempt from Federal Excise Tax.

8. PAYMENT FOR THRHA PURCHASES: Payment for agreements under $100,000 for the undisputed purchase of goods or services provided, will be made within 30 days of the receipt of proper invoice.

9. PAYMENT DISCOUNT: Discounts for prompt payment will not be considered in evaluating the price you quote. However, THRHA will be entitled to take advantage of any payment discount(s) offered by the Bidder / Offeror provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

10. BIDDER / OFFEROR TAX ID NUMBER: If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to THRHA before payment will be made.

11. INDEMNIFICATION: The Contractor will indemnify, hold harmless, and defend THRHA from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor will not be required to indemnify THRHA for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of THRHA, the indemnification and hold harmless obligation will be apportioned on a comparative fault basis. “Contractor” and “THRHA”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in THRHA’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

12. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

13. TITLE: Title passes to THRHA for each item at FOB destination.

14. COMPLIANCE: In the performance of a contract that results from this RFQ, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

15. SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by a Bidder / Offeror will be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

16. SPECIFICATIONS: Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the bid / offer.

INSTRUCTIONS TO BIDDERS / OFFERORS
TERMS AND CONDITIONS

17. FIRM OFFER: For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of **90 days** from the date of receipt of quote.

18. QUOTE PREPARATION COSTS: THRHA is not liable for any costs incurred by the Bidder / Offeror in quote preparation.

19. CONTRACT FUNDING: Bidders / Offerors are advised that funds are available for the initial purchase and/or the first term of the contract or agreement. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

20. CONFLICT OF INTEREST: An employee of THRHA may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the employee is an employee of the administrative unit that supervises the award of this contract; or (2) the employee has the power to take or withhold official action so as to affect the award or execution of the contract.

21. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement coordinator of THRHA. Quotes may not be conditioned without prior written approval from THRHA. Any quote received that's conditioned without approval will be nonresponsive and rejected.

22. SUBCONTRACTOR(S): Within five working days of notice from THRHA, the apparent low Bidder / Offeror must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska Business License and/or certification.

23. FORCE MAJEURE (Impossibility to perform): The parties to a contract resulting from this RFQ are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

24. LATE QUOTES: Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

25. CONTRACT EXTENSION: Unless otherwise provided in this RFQ, THRHA and the successful Bidder / Offeror / Contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions will remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

26. DEFAULT: In case of default by the Contractor, for any reason whatsoever, THRHA may procure the goods or services from another source and hold the Contractor responsible for any resulting cost associated and may seek other remedies under law or equity.

27. DISPUTES: If a Contractor has a claim arising in connection with a contract resulting from this RFQ that it cannot resolve with THRHA by mutual agreement, it may pursue a claim, if at all, in accordance with the provisions of THRHA's Procurement Policy.

28. CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this RFQ, the Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

29. ORDER DOCUMENTS: THRHA is not bound by a Bidders / Offeror's contract signed by a person who is not specifically authorized to sign for THRHA. THRHA Purchase Order, Notice to Proceed, or Contract Award are the **only order documents** that may be used to place orders against the contract(s) or agreements resulting from this RFQ.

30. BILLING INSTRUCTIONS: Invoices must be billed to the address shown on the RFQ cover page.

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INSURANCE

Article 1. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor will purchase, at its own expense and maintain in force at all times during the performance of services under the contract, the following policies of insurance:

2.1 Workers' Compensation Insurance: The Contractor will provide and maintain coverage, for all employees engaged in work under this contract, $100,000 per person / occurrence, 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. The policy must waive subrogation against THRHA.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of: $1,000,000 General Aggregate; $1,000,000 Products / Completed Operations Aggregate; $1,000,000 Single Occurrence; including $50,000 fire damage and $5,000 Medical Expense per person.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of $1,000,000 combined single limit per claim of bodily injury, including; all owned, non-owned and hired automobiles.

Where specific limits are shown, it is understood that they will be the minimum acceptable limits. If the Contractor's policy contains higher limits, THRHA will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement Coordinator prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and will be grounds for termination of the Contractor's services. All insurance policies must comply with and be issued by insurers licensed to transact the business of insurance by State and federal regulations.

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Project Specifications

The following are additional requirements for the scope of work.

PART 1 - GENERAL

WAGES

- ✓ State of Alaska Davis Bacon Wages apply.

MATERIAL

- ✓ Provide all work as shown in these specifications for a complete, safe, and functional installation. Unless otherwise noted, all materials shall be of new manufacture, American-made, of the manufacturer's standard construction for the application. The omission of express reference to any part, supplies, services, or facilities necessary for or incidental to a complete installation shall not be construed as a release from furnishing such items. Any deviations from the installation, due to a particular manufacturer's requirements, shall be made without additional cost to the Owner.

INSTALLATION

- ✓ Heat Recovery Ventilators (HRVs) shall be professionally installed, level, properly vented and balanced
- ✓ All wall penetrations shall be sealed with silicone sealant for weather-tight application
- ✓ All materials shall be installed in a neat, orderly, and secure fashion, as required by these specifications and commonly recognized standards of good workmanship, for which THRHA's judgment shall be final.
- ✓ Contractor shall instruct the owner in the Operation and Maintenance of the ERV. The units shall be fully installed and functioning before instruction.
- ✓ Contractor shall provide the owner all instruction literature.
- ✓ Contractor is responsible for assessing job conditions and taking their own measurements
- ✓ Contractor responsible for obtaining necessary permits and inspections

REPAIR OF EXISTING FEATURES

- ✓ Where existing or previously completed building surfaces or other features must be cut, penetrated, or otherwise altered, such work shall be carefully laid out and performed, and any subsequent patching or repairs shall be performed by skilled mechanics of the trades involved, at no additional cost to the Owner.

WORK INCIDENTAL TO SUBSTITUTIONS

- ✓ When substitutions for specified methods or materials alter the relationship between the work actually required and that called for by the Contract, the Contractor shall bear responsibility for all expenses incurred by any necessary revisions, including the work of other trades.

PROTECTION AND CLEANING

- ✓ All materials and equipment shall, both in shipment and during construction work, be protected against water, dust, debris, overspray, or any other contamination or damage, whether environmental or as a result of handling or construction work. Damaged items shall be replaced or repaired to original manufactured condition, at no additional cost to the Owner. All construction dust, debris, overspray, scrap and surplus materials, etc. resulting from this work shall be cleared away, leaving the installation completely clean.
- ✓ All nails, screws, scrap and debris are to be removed from the job site every day.
- ✓ Contractor shall include dump fees in their bid.

PERMITS AND FEES

- ✓ Contractor will obtain and pay for all permits required for the work.

GUARANTEE

The Contractor must guarantee the satisfactory operation of all material and equipment installed under this contract.

The Contractor warrants every item purchased under this agreement against faulty materials and workmanship for a minimum of 12 months. If, during this period, faults develop with the final build or any of its components, the item(s) will be repaired and / or replaced without any cost, including transportation and freight.

In the event a repair or replacement is necessary, due to any defective materials, equipment, or workmanship that may occur within one year from the date of final acceptance of the project, the Contractor will remedy those deficiencies, done to the satisfaction of the owner, at no additional costs.

CLEANING

The Contractor must keep the premises free from accumulations of waste material, removed material or equipment at all times until completion of the project.

At the completion of the project, the Contractor must leave the premises free of all tools, scaffolding, surplus materials, and repair any existing building surfaces or installations to the satisfaction of the owner. All equipment and exposed piping must be thoroughly cleaned and left in a new condition.

PART 2 - PRODUCTS

PRODUCT OPTIONS AND SUBSTITUTIONS

Substitutions of equipment and/or materials may not be made without prior written approval from THRHA, and within 30 days after the contract agreement starts.

The Contractor will assume the cost of any redesign, and the work of any other trades due to the proposed substitution of material or equipment, and must provide additional materials as required to properly install any equipment substitutions.

WORKMANSHIP

All work must be done in a professional, workman-like manner and in accordance with current industry practices. The Contractor will be held responsible for the quality and workmanship of their performance and service. Any infraction will be redone by the Contractor, at their risk and expense.

Cost Proposal – Craig 4-plex Heat Recovery Ventilators

OFFEROR'S NAME: _____

Instructions: Offerors must propose an all-inclusive price to perform the services required in the RFQ, as well as a page for each house listing proposed measures and pricing for each house.

Note: The fees provided in this form will be used for RFQ cost evaluation and in the awarded contract.

Cost Proposal Guidelines:

Total Cost:

Please provide your all-inclusive, proposed pricing that accounts for all labor and material.

TOTAL COST: All-inclusive cost to provide the services requested in the RFP)	
Cost Breakdown	
$	Materials
$	Labor
$	TOTAL

PRINT NAME & SIGNATURE _____ DATE _____

TITLE _____

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Certification Regarding Debarment, Suspension, and Other Responsibility Matters

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal, State, Local or Tribal department or agency;

b) Have not, within a seven-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Tribal or Local) transaction, contract or subcontract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged a governmental entity (Federal, State, Tribe or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d) Have not, within a seven-year period preceding this proposal, had one or more public transactions (Federal, State, Tribal or local) terminated for cause or default.

e) Have not, within a seven-year period preceding this proposal, had a civil or criminal judgement rendered against them by a Tribal Court for any offense related to Indian Preference laws (including TERO provisions) or had a civil judgement rendered against them relating to the firm's status as an Indian contractor.

f) Have not, within a seven-year period preceding this proposal, had one or more contracts terminated for default by any Federal, State, Tribal or Local agencies.

(2) Principals, for the purpose of this certification means: officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. General Manager; Plant Manager; Head of Subsidiary, division, business segment, or similar positions).

a) The Offeror must provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 13 USC Sec. 1601, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years or both.

Name & Title of Authorized Representative Date

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.