



Request For Proposals

(RFP #2024-30-05)

Yakutat Civil RFP

Tlingit-Haida Regional Housing Authority (THRHA) is requesting proposals from qualified general contractors for civil work for a duplex in Yakutat, AK. ~~Only one duplex will be built at this time on Lot 5. The plans show future plans for two additional duplexes.~~

Civil work for all 3 lots (Lots 3, 4 & 5) is being requested under this RFP.

Submit Proposals to:

SEALED BIDS BY MAIL:

Tlingit and Haida Regional Housing Authority
Attn: Lorraine DeAsis, Director, Project
Development
5446 Jenkins Drive
Juneau, AK 99801

TO EMAIL PROPOSAL:

rfp@thrha.org

FOR QUESTIONS AND REGISTRATION:

Lorraine DeAsis, Director, Project
Development
907-780-3188
ldesis@THRHA.org

Posting Date: March 5th, 2024

RFP Proposals Due: March 22nd, 2024 4:30PM

Site Visit: March 12th, 2024 2:30PM
Meet at Job Site: Lot 5 Edwards Subdivision (off Ocean Cape Rd)

Completion: May 31st, 2024 Lot 5
September 30, 2024 Lot 3 & 4

I. General Information

THRHA is requesting proposals from qualified general contractors for civil work on **Lot 5** **Lots 3, 4 & 5**, Edwards Subdivision (off Ocean Cape Rd), Yakutat, AK according to the enclosed drawings. The site work requested in this RFP is **only for one duplex— for all 3 lots**.
The plans

Contractor is responsible for supplying all materials and equipment.

Responsiveness: To be considered responsive, Offerors must meet the minimum qualifications and possess sufficient resources to ensure streamlined deliverables and schedules are met.

Responsibility: THRHA expects to award to the Offeror whose proposal is responsive, responsible and the most advantageous as determined by THRHA in its sole discretion. In determining responsibility, THRHA reserves the right to request supplementary information to assure prospective contractors have a satisfactory record of performance, are qualified legally to contract with THRHA, and have supplied all necessary information in connection with an inquiry concerning responsibility. Additionally, THRHA reserves the right to require prospective contractors to demonstrate they have the necessary financing, equipment, facilities, expertise, and personnel to perform any areas of the RFP and resulting contract. THRHA reserves the right to request additional supporting documentation in determining responsiveness.

Preference: Indian/Native owned firms and Minority and Women owned firms (MBE/WBE) are encouraged to participate. In accordance with 24 CFR 1000.52 and 1003.510, preference points will be given to Indian owned organizations and economic enterprises as described in Part XI Proposal Timeline and Evaluation. Firms that demonstrate extensive experience with service/need may receive higher points. To receive a qualifying preference (e.g. Minority Business/Woman Owned Entity), Offerors must have a valid, current business license and provide evidence to support the preference being requested. Acceptable evidence may consist of any of the following:

- Documentation that verifies the entity is at least 51% Indian Owned and operated
- Proof of Tribal Enrollment
- Certification that verifies the entity is at least 51% MBE/WBE owned

Proposals that do not provide acceptable supporting evidence **WITH THEIR BID** will not receive a preference. Offerors must provide their documentation with **Attachment K, Preference Questionnaire**.

II. Goals, Objectives and Scope of Services

Offeror will be responsible and able to provide a range of services that includes, but is not limited to:

- Submittals are not required unless substitutions are made. In such case, submittals shall be emailed to Lorraine DeAsis at LDEASIS@THRHA.ORG.
- Contractor is responsible for all aspects of preparing the site for the duplex, installation of septic systems, drainfields and utility connections.
- Work to be performed according to enclosed plans.
- Provide all work 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. Any deviations from the installation, due to a particular manufacturer's requirements, shall be made without additional cost to the Owner.
- 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 judgement shall be final. In addition to the access and clearance requirements, all items normally considered to be factory or field-serviceable shall be installed in such a manner as to be easily and safely accessible and removable without dismantling surrounding construction.
- Prior to ordering materials or performing installation, the Contractors shall verify the sizes, configurations, and locations of all equipment, to ensure that all required connections are correctly provided.
- Upon completion of the installation, the contractors shall completely test all systems for continuity and accurate connections. After final testing by the contractors, final acceptance will include full demonstration of all system functions to the Owner's representatives.
- All materials and equipment shall, both in shipment and during construction work, be protected against contamination or damage, whether environmental or as a result of handling or construction work. Damaged items shall be replaced or repaired to their original manufactured condition, at no additional cost to the Owner. All construction debris, scrap, and surplus materials, etc. resulting from this work shall be cleared away, leaving the installation completely clean.
- The Contractor shall coordinate all necessary aspects of the installation of plumbing and electrical services for the project with the serving utility company or companies and shall fully comply with their respective requirements. The Contractor shall also arrange for connection of service within the project time frame, insofar as the serving utilities will cooperate.
- The Contractor is responsible for scheduling work and location of equipment with other trades to avoid conflict and delays. Coordinate exact location of all devices and equipment with the drawings before rough-in. Locate all connections to allow for the easiest possible access by maintenance personnel.

- The Contractor shall be in full charge of the construction, ensuring that work is performed in a safe, clean and professional manner. The Contractor shall provide supervision, labor, tools, and new materials.
- Contractor shall obtain and pay for all necessary permits and inspections.
- Subcontractors are to be identified in the bid and are subject to all requirements within this RFP.
- Tribal Wage Rates are in effect.
- Contractor acknowledges that he has satisfied himself as to the nature and location of the Work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, ground water table or similar physical conditions at the site, the conformation and conditions of the ground surface, the character, quality and quantity of surface materials to be encountered, the character of equipment and facilities needed prior to and during the work. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.
- The Contractor shall at all times keep a current set of contract drawings on the project site. This set shall be kept in good condition and shall be neatly and accurately marked to show the as-built condition of the mechanical installation. Of particular importance are the precise locations of buried or otherwise concealed features. Upon completion of the project, the field-marked set of drawings shall be forwarded to THRHA, along with any supplementary drawings, sketches, notes, or other materials necessary to completely describe the as-built condition of the structure.

III. Special Conditions

The following conditions apply:

1. Project Supervision:
John Parks can be reached at JPARKS@THRHA.ORG or 907-723-9375. Lorraine DeAsis can be reached at LDEASIS@THRHA.ORG or 907-957-2806
2. Completion Time for Work:
3. The Contractor may begin work upon execution of the contract. All work must be completed, to the owner's satisfaction, by July 31, 2024 unless otherwise approved and extended by THRHA.
4. Rejection:
THRHA reserves the right to reject any and all proposals received, and to waive any informalities in the proposals received whenever such rejection or waiver is in the best

interest of THRHA. THRHA also reserves the right to reject the proposal of any offeror who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise. Contractors must be in good standing with THRHA, and not debarred from Federal and/or State projects.

5. Project Site:

During the construction period, the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor's use of the premises is limited only by the owner's right to perform work or to retain other contractors on portions of the project.

Contractor shall confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the work is indicated without owner approval.

Keep driveways and entrances serving the premises clear and available for emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

6. Quality of Work:

All work must conform to plans, local building codes and industry standards and practices. The Contractor will be responsible for the supervision and control of all work; the safety of the workers; and assurance that the quality of work and character of workers, conform to all applicable laws and regulations.

7. Acceptance of Work:

THRHA has the right to determine the acceptability of the finished project. Should the Contractor fail to meet the required specifications, the Contractor will immediately remedy any discrepancy noted, complete the project as specified, at no additional cost.

8. Warranty:

The Contractor will warrant their work for 1-full year from the date of final acceptance by the owner for their work. Should a warranty correction be necessary, The Contractor will warrant their work for 1 year from the date of correction.

9. Substitutions:

Substitutions for materials or manufacturers shown will not be accepted unless approved in writing. All requests for substitutions must be in writing and accompanied by complete manufacturer's product data sufficient for owner to make "as equal" determination. The owner will have final determination of whether material being

offered is an “as equal”.

10. 24 CFR Statement:

Offerors must provide a statement with their proposal stating they will employ Alaska Native / American Indian hire (Indian Preference) to the greatest extent feasible.

11. Payment Schedule:

Payment will be made within 30 days after receipt of proper invoice for materials delivered to the job site or for percentage of completion of the contract work. THRHA may retain 10% of the contract price to be withheld until all punch list items and lien releases have been completed.

12. Disputes and Lien Releases:

Any dispute will be handled in accordance with THRHA’s procurement policy and will be brought to the attention of the CEO. The successful Offeror / awarded Contractor warrants that they waive any right to lien against the subject property, and that they hold harmless the property owner from any liens or claims arising out of the resulting contract.

13. Selection Criteria:

THRHA will award points based on the evaluation criteria found in Attachment XI. Points assigned will be based on the Offeror’s responses and scored comparatively against one another. Offerors who demonstrate a strong understanding of the requirements and provide sufficient information with their proposal may be awarded higher points.

14. Assignment:

The Contractor will not assign any interest in this contract and will not transfer any interest in the same without prior written consent of THRHA.

15. Responsibility:

The Contractor will be responsible for all required documentation to THRHA, including product submittals, lien releases, licensing and bonding information, and all other documentation noted in this RFP. The Contractor will also be responsible for all third-party code inspections and construction in accordance with specifications identified in the RFP and provide a final turn-key product to THRHA and the Owner.

IV. General Proposal Information

The following conditions also apply:

- THRHA, at its sole discretion, reserves the right to; reject any or all proposals, waive irregularities and minor informalities, request additional information, and accept the proposal deemed to be in the best interest of THRHA, whenever such rejection, waiver and award is determined to be in the best interest of THRHA.
- Proposals may be submitted by mail or email.
- Proposals may be considered non-responsive and may be rejected if all required documents are not present. A complete proposal consists of all documents listed in Section VI – Technical Proposal.
- A complete proposal must also include a cover letter signed by the Offeror's official authorized to bind the Offeror contractually and contain a statement that the proposal is firm for 90 days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be rejected.
- The successful Offeror must be an Equal Opportunity Employer.
- All information in the Offeror's response must be submitted on the RFP attachments provided. Any deviation in format or content will be grounds for finding the proposal nonresponsive and rejected. Accuracy and completeness are essential. The successful response will be incorporated into the resulting contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves to contractually.
- Proposals received after the deadline will not be accepted. It is neither THRHA's responsibility nor practice, to acknowledge receipt of any proposal. It is the Offeror's responsibility to assure that a proposal is received in a timely manner.
- THRHA will not reimburse any expenses incurred by the Offeror, including, but not limited to; expenses associated with the preparation and submission of the response and/or attendance at interviews (if required).
- THRHA expects all Offerors to consent to the scope of services, general specifications, and all required services of the RFP.
- Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least five days prior to the deadline set for receipt of proposals. This will allow time for the issuance of any necessary amendments. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least five days prior to the deadline set for receipt of proposals.
- Offerors are only allowed to submit one RFP. Any alternate proposals or proposals that offer something other than what is being asked in the RFP will not be accepted and will cause the Offeror's submission to be deemed nonresponsive and rejected. This includes

any deviation from the provided attachments in response to the Offeror's Technical and Cost Proposals. Any exceptions / alterations proposed must be submitted in writing to the procurement officer at least five days prior to the deadline set for receipt of proposals. Determinations will be provided in an amendment and address the questions / exceptions proposed.

Right of Rejection: Offerors must comply with all terms of the RFP, THRHA Procurement Policy, and all applicable local, state, federal and tribal laws, codes, and regulations. The Procurement Coordinator may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of THRHA. If an Offeror does so, the Procurement Coordinator may determine the proposal to be a non-responsive, counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness.
- are merely a matter of form or format
- do not change the relative standing or otherwise prejudice other Offers
- do not change the meaning or scope of the RFP
- are trivial, negligible, or immaterial in nature
- do not reflect a material change in the work
- do not constitute a substantial reservation against a requirement or provision may be waived by the Procurement Coordinator.

THRHA reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended offeror or one whose entity is identified on the System for Award Management (SAM) as having an 'Exclusion'; will be rejected.

Offeror's Certification: By signature on the proposal, Offerors certify that they comply with the following:

- ✓ Anti-Kickback Act
- ✓ Byrd Anti-Lobbying
- ✓ Clean Air Act
- ✓ Davis-Bacon Act (Tribal Wage Rates Apply)
- ✓ Contract Work/Safety Standards
- ✓ Energy Policy and Conservation Act
- ✓ Equal Employment Opportunity Act and the regulations issued thereunder by the federal government
- ✓ Examination of Records by Comptroller General

- ✓ Patent Rights
- ✓ Retention of Records
- ✓ Reporting Requirements
- ✓ Rights in Data
- ✓ Termination for Convenience
- ✓ Termination for Default
- ✓ All terms and conditions of this RFP, and
- ✓ Condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury

If any Offeror fails to comply with the above, THRHA reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default. THRHA may, at its sole discretion and after the evaluation process, choose not to issue any agreement. THRHA may also, at its sole discretion, choose to issue multiple awards (i.e. to multiple firms) if it is determined to be in the best interest of THRHA.

V. Proposal (Total of 100 Points)

In order to be considered responsive, Offerors must submit all required documentation, through the attachments provided in the RFP. All proposals must contain a response to the following information and provide evidence that supports the criteria identified below. Offerors will be evaluated and scored based on their responses to the following:

1. Firm Experience (25 Points)

1. Provide a brief background / history of the firm, and qualifications of personnel that will be assigned to the project (proposed team).

Key Personnel and Oversight of Project:

- A) Include resume describing the technical abilities and experience offered by your key personnel including experience, training, and education
 - B) Project oversight and supervision: Describe the roles and function of proposed staff including all field and off-site support staff
 - C) Provide statement of assurance that the proposed personnel will be available for the work under this contract.
2. Identify the firm's specific project experience in building ICF foundations for large residential construction and any other construction work performed that is relative to the requirements and objectives of the RFP.
 3. Please include a list of all consultants/subcontractors that will be part of your proposed team.

Subcontractors

If an Offeror intends to use subcontractors, the Offeror must identify, in their proposal, the names, portions, and type of work they will perform in the attachment provided.

They must also provide:

- A written statement by the subcontractor(s) that clearly verifies their commitment to provide all services required under the RFP and resulting contract.

To be considered, subcontractors must have a valid and current business license, and proper insurance. A list of all subcontractors and their qualifying information must be sent to Lorraine DeAsis (LDEASIS@THRHA.ORG) within five (5) working days from notice to proceed.

Once work begins, a subcontractor may be substituted provided they have prior written approval from the Project Manager or designee and submit required documentation.

All subcontractors shall be subject to all terms and conditions contained in this RFP.

Offerors must use **Attachment C** to provide responses to the above.

4. Resources and Approach to the Project (20 Points)

- 4.01 Describe your methodology for ensuring all the deliverables required under the contract will be met.
- 4.02 Describe how your company will approach the project (including prioritizing the deliverables identified and organizing the subcontractors).

Offerors must **use Attachment D** to provide responses to the above.

5. Current and Future Workload (15 Points)

- 5.01 Describe your current and future workload and how you will be able to complete the project in a timely and efficient manner.

Offerors must **use Attachment E** to provide responses to the above.

6. Cost Proposal (30 Points)

- 6.01 The Offeror's costs should be clearly stated in the proposal.
- 6.02 The Offeror must provide a firm-fixed hourly rate for each personnel assigned to

the project. This rate must include all direct and indirect costs associated with the performance under the contract and remain firm through project completion. Evaluation of the Offeror's cost will be based on the Total Cost as identified in the Cost Proposal below.

- 6.03 THRHA will select the finalist by considering the proposed cost as the Offeror's "best and final" – though THRHA reserves the right, at its sole discretion, to further negotiate terms / costs as needed to improve the elements of the proposal to best meet the needs of THRHA.

Offerors must use **Attachment F** as their Cost Proposal.

7. References (10 Points)

- 7.01 Provide a list of three clients whom you've provided similar projects or construction services for within the last three years. Provide each client's contact information (Project Director, Name, address and phone number) as well as:
- Project Title
 - Project Total Cost
 - Begin and End Dates and if there were any delays (if so, describe reason for delays, nature & value of any Change Orders)
 - Type of Project (i.e. type of construction)
- Include project name, contact name, project description, and value of contract
- 7.02 THRHA may contact any other known clients, whether offered as references or otherwise, to obtain information that may assist THRHA in evaluating your proposal.
- 7.03 THRHA retains the right to use any/all reference information to make a selection. By submitting a proposal, you agree that THRHA may contact and use this information.

Offerors must use **Attachment G** to provide responses to the above.

8. Training and Employment Opportunities for Indians (5 Points)

- 8.01 Provide a statement regarding the employment and training of Indians per 24 CFR sec. 1000.52(f).

Offerors must use **Attachment H** as their Training and Employment Statement.

9. MBE/WBE (5 Points)

To receive a qualifying preference (e.g. Minority Business / Woman Owned Entity), Offerors must have a valid, current business license, provide evidence to support the preference being

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requested and **MBE/WBE person must be active in the daily operation of the business.** This person should be listed in the “experience” section of your proposal.

Acceptable evidence may consist of any of the following:

- 9.01 Certification that verifies the entity is at least 51% Minority-Owned Business / Woman Owned Business

OR

Native Preference (0 or 15 Points)

To receive Native preference, offerors must have a valid, current business license and provide:

- 9.02 Documentation that verifies the entity is **at least 51% Indian Owned and operated**
- 9.03 Proof of Tribal Enrollment

Proposals that do not provide acceptable supporting evidence **WITH THEIR BID** will not receive preference.

Tribal member must be active in the daily operation of the business. This person should be listed in the “experience” section of your proposal.

Offerors must provide their documentation with **Attachment K, Preference Questionnaire.**

Required Attachments

The Offeror must also provide the following non-scored attachments.

Conflict of Interest Statement

Provide a statement that indicates whether or not the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict.

THRHA reserves the right to consider a proposal **non-responsive and reject it or** cancel the award, if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Offeror. THRHA has the final authority in determining any questions of a conflict of interest.

Offerors must use **Attachment I** as their Conflict of Interest Statement.

Debarment Statement

- a) Provide a statement that indicates whether or not the firm or any individuals working on the contract are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal, State, Local or Tribal department or agency;

Offerors must use **Attachment J** as their Debarment Statement.

VI. Contract Terms and Conditions

THRHA will be responsible for managing the contract and the relationship with the awarded firm (Contractor). The Contractor will be responsible for managing all contracts and relationships with the subcontractors (if applicable). The Contractor will be required to adhere to all State and Federal provisions that govern the funding of the contract.

THRHA reserves the right to cancel the contract, at its convenience, with 30-days' written notice to the Contractor. THRHA is only liable for payment due from services performed, supplies provided, before the effective date of the termination.

VII. License, Bond and Insurance Requirements

The successful Offeror must provide proof of their Contractor's License and Alaska Business License at time proposals are due.

The Offeror must provide proof of: workers compensation, commercial general liability, and commercial automobile liability prior to contract approval.

Prior to contract award, THRHA must be named as Additional Insured under the Contractor's Certificate of Insurance wherein the insurance company must have a Best rating of "A-V" or better.

Per the terms in Appendix B, Insurance & Liability, the Offeror is required to have the following insurance under the contract.

- ✓ Workers' Compensation: 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.
- ✓ Commercial General Liability: 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.
- ✓ 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.

Bonds

THRHA may require a bond prior to issuing the Notice to Proceed. Bond requirements may consist of:

- ✓ Bid Bond equal to 5% of the total bid amount
- ✓ Performance Bond equal to 100% of the total contract price
- ✓ Another form of security authorized by 24 CFR 1000.26

All licenses, bonds and insurance requirements must be valid at time of award and remain valid through the duration of the contract and all subsequent extensions.

In addition to the provisions of the RFP, the terms and conditions in **Appendix A** also apply.

VIII. Submission Instructions

- If submitting by email:
Email proposals to rfp@THRHA.org titled:
RFP #2024-30-05 YAKUTAT CIVIL RFP
- If submitting by mail:
Your response must be sealed and delivered to:

Tlingit Haida Regional Housing Authority
ATTN: Lorraine DeAsis
YAKUTAT CIVIL RFP
5446 Jenkins Dr.
Juneau, Alaska 99801

- If submitting by carrier or in-person:
Your response must be sealed and delivered to:

Tlingit Haida Regional Housing Authority
ATTN: Lorraine DeAsis
YAKUTAT CIVIL RFP
5446 Jenkins Drive
Juneau, Alaska 99801

IX. Questions

Offerors are encouraged to contact the Lorraine DeAsis (LDEASIS@THRHA.ORG) to register for the RFP to ensure they receive all updates related to the solicitation. All RFP documents will be posted on THRHA website
<http://regionalhousingauthority.org/resources/solicitations/>

X. Proposal Timeline and Evaluation

Timeline

THRHA intends to follow the below timeline for review and award of this solicitation:

RFP Issued	03/05/24
Deadline for Proposals	03/22/24
Evaluation of Proposals	03/27/24
Anticipated Notice of Intent to Proceed	03/29/24

Dates are subject to change at the discretion of THRHA.

Proposals must be received **no later than March 22nd, 2024 @ 04:30PM prevailing Alaska Time.**

Evaluation

Offeror's proposals will be scored comparatively against one another to determine the most advantageous offer proposed. Proposals will be reviewed and evaluated in accordance with the Offerors responses for each requirement listed in Section VI:

The following evaluation criteria will be utilized to evaluate the proposals by an internal evaluation team. An Offeror can receive a maximum of **120 Points**:

EVALUATION CRITERIA	RATING POINTS
Firm Experience and Qualifications	0 to 25
Project Approach and Methodology	0 to 20
Workload	0 to 15
References	0 to 10
Cost	0 to 30
Evaluation Points	100
ADDITIONAL POINTS	
Training	0 to 5
MBE/WBE/ OR	0 or 5
Native Preference	0 or 15
Additional Points	20
TOTAL POINTS	120

¹ Points for MBE/WBE cannot be combined with Native Preference points

² To be eligible for Native Preference points, bidders must submit evidence showing Indian Ownership of 51% or more and Proof of Tribal Enrollment to the Authority's satisfaction.

XI. Notice of Intent to Award

Once the Successful Offeror is determined, a Notice of Intent to Award will be sent to those respondents who submitted a proposal.

XII. Period of Performance

The period of performance for this contract is from the date of the contract through May 31, 2024.

XIII. Termination

THRHA reserves the right to cancel the contract, in whole or in part, immediately, in the event the Contractor (or subcontractor) fails to perform the work in accordance with the provisions identified in this RFP.

Either party may terminate the contract with 30 calendar days' prior written notice.

XIV. Attachments

The following attachments are required to be submitted with your proposal:

- ✓ Appendix A: Contract Provisions
- ✓ Attachment A: Proposal Checklist
- ✓ Attachment B: Proposal Cover Sheet
- ✓ Attachment C: Firm Experience and Subcontractors
- ✓ Attachment D: Resources and Approach
- ✓ Attachment E: Current and Future Workload
- ✓ Attachment F: Cost Proposal
- ✓ Attachment G: References
- ✓ Attachment H: Training & Employment Opportunities for Indians
- ✓ Attachment I: Conflict of Interest
- ✓ Attachment J: Debarment Certification
- ✓ Attachment K: Preference Questionnaire



Regional Housing Authority

Attachment A – Proposal Checklist

The following documents are required for this solicitation. To be considered responsive, each Attachment and required document(s) must be submitted with your proposal. Provide a check in the box to acknowledge you have submitted each document.

REQUIRED DOCUMENTS	DOCUMENT TITLE	INCLUDED?
Attachment – A	Proposal Checklist	<input type="checkbox"/>
Attachment – B	Proposal Cover Sheet	<input type="checkbox"/>
Attachment – C	Firm Experience and Qualifications (0-25 points)	<input type="checkbox"/>
Attachment – D	Resources and Approach (0-20 points)	<input type="checkbox"/>
Attachment – E	Current and Future Workload ((0-15 points)	<input type="checkbox"/>
Attachment – F	Cost Proposal (0-30 points)	<input type="checkbox"/>
Attachment – G	References (0-10 points)	<input type="checkbox"/>
Attachment - H	Training & Employment Opportunities for Indians (0-5 points)	<input type="checkbox"/>
Attachment – I	Conflict of Interest	<input type="checkbox"/>
Attachment – J	Debarment Certification	<input type="checkbox"/>
Attachment - K	Preference Questionnaire (MBE/WBE): MBE/WBE (0 or 5 points) Or Tribal (0 or 15 points)	<input type="checkbox"/>



Attachment B – Proposal Cover Sheet

OFFEROR INFORMATION

This is the cover page for your proposal. By signing and submitting this attachment, you confirm that you comply with all provisions of the RFP; are a company officer empowered and authorized to bind the company legally and financially, and; if applicable, can provide notice that you qualify as a Minority / Women Owned Business and/or American Indian / Alaska Native Entity.

Failure to sign this attachment and provide the information required will deem your proposal nonresponsive and will be rejected.

RFP NUMBER:

2024-30-05

RFP NAME:

YAKUTAT CIVIL RFP

MAILING ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

FEDERAL TAX ID #:

**BUSINESS LICENSE
NUMBER:**

CONTACT NAME:

TITLE:

E-MAIL ADDRESS:

ALTERNATE PHONE #:

BY SIGNATURE ON THIS PAGE, THE OFFEROR HEREBY CERTIFIES THAT ALL INFORMATION PROVIDED IS TRUE AND SERVES TO BIND THE COMPANY TO THE PROVISIONS OF THE RFP AND RESULTING CONTRACT.

SIGNATURE

DATE

TITLE



Regional Housing Authority

Attachment C – Firm Experience, Qualifications and Subcontractors

Instructions: Offerors must use this form to provide a response to Section VI. Offerors are required to limit their response to FIVE PAGES for this section of their proposal. Do not list any cost information on this form.

Offeror's Response: Demonstrate you meet the minimum requirements of the RFP and Section VI.

Describe how the organization meets the minimum qualifications and experience requirements identified in the RFP, and Section VI. In order to be found responsive, Offerors must provide enough detail and information that responds to each item requested in this section and questions proposed. (0-25 Points)



Attachment D – Resources and Approach

Instructions: Offerors must use this form to provide a response to Section VI. Offerors are required to limit their response to FOUR PAGES for this section of their proposal. Do not list any cost information on this form.

Offeror's Response: Demonstrate you meet the minimum requirements of the RFP and Section VI.

Describe how you will organize, prioritize and provide each deliverable, and your ability to successfully carry out each item identified in the RFP, and Section VI. In order to be found responsive, Offerors must provide enough detail and information that responds to each item requested in this section and questions proposed. (0-20 Points)



Attachment E – Current and Future Workload

Instructions: Offerors must use this form to provide a response to Section VI. Offerors are required to limit their response to FOUR PAGES for this section of their proposal. Do not list any cost information on this form.

Offeror's Response: Demonstrate you meet the minimum requirements of the RFP and Section VI.

Describe your current and future workload and how you will be able to complete the project in a timely and efficient manner identified in the RFP, and Section VI. In order to be found responsive, Offerors must provide enough detail and information that responds to each item requested in this section and questions proposed. ((0-15 Points))



Regional Housing Authority

Attachment F – Cost Proposal

OFFEROR'S NAME: _____

Instructions: Offerors must propose an all-inclusive price to perform the services required in the RFP and resulting contract. (0-30 Points).

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

Yakutat Civil RFP

ACTIVITY	MEASURE	QUANTITY	PRICE
Mobe/De-mobe			\$
Labor			\$
Subcontractors			\$
Materials			\$
Admin/overhead			\$
			\$
TOTAL Yakutat Civil			\$

PRINT NAME

DATE

SIGNATURE

TITLE



Regional Housing Authority

Attachment G – References

Instructions: Offerors must use this form to provide a response to Section VI. Offerors are required to limit their response to THREE PAGES for this section of their proposal.

Offeror's Response: Demonstrate you meet the minimum requirements of the RFP and Section VI.

Please provide three references whom you've provided similar materials and expediting for within the last three years. Preferably, these references will be for construction projects in remote, rural villages. (0-10 Points)

1.

Company Name: _____

Project Director: _____

Address: _____

Phone Number: _____

Email: _____

2.

Company Name: _____

Project Director: _____

Address: _____

Phone Number: _____

Email: _____

3.

Company Name: _____

Project Director: _____

Address: _____

Phone Number: _____

Email: _____



Regional Housing Authority

Attachment H – Training & Employment Opportunities for Indians

Instructions: Offerors must use this form to provide a response to Section VI. Offerors are required to limit their response to THREE PAGES for this section of their proposal. Do not list any cost information on this form.

Offeror's Response: Demonstrate you meet the minimum requirements of the RFP and Section VI.

Describe how your organization will provide employment and training opportunities to Indians as identified in the RFP, and Section VI.

In order to be found responsive, Offerors must provide enough detail and information that responds to each item requested in this section and questions proposed. (0-5 Points)



Attachment I – Non-Conflict of Interest Statement

I certify that neither I nor any member of my immediate family has a material personal or financial relationship with any Offeror, or to a direct competitor of any Offeror under consideration by this proposal evaluation committee. I further certify that no other relationship, bias or ethical conflict exists which will prevent me from evaluating any proposal solely on its merits and in accordance with the Request for Proposal's evaluation criteria.

Furthermore, I agree to notify the Procurement Coordinator if my personal or financial relationship with one of the Offerors is altered at any time during the evaluation process.

Name

Company/Position

Date

2024-30-05

RFP Number



Regional Housing Authority

**Attachment J – Certification Regarding Debarment,
Suspension, and Other Responsibility Matters**

- (2) 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
 - 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
- (3) 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.

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Name & Title of Authorized Representative

Date

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Signature of Authorized Representative

Date

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



Regional Housing Authority

Attachment K – Preference Questionnaire

In order to qualify and receive any of the preferences, Offerors must provide supporting documentation with their proposal as well as check “YES” in the form provided. Failure to provide the information requested may determine your preference not applicable.

PREFERENCE FORM	CLAIMING PREFERENCE?
Minority Business Enterprise (MBE)/Woman Owned Business Enterprise (WBE)	<input type="checkbox"/> YES / <input type="checkbox"/> NO
INDIAN OWNED FIRM (0 or 15 points)	<input type="checkbox"/> YES / <input type="checkbox"/> NO

Points for MBE/WBE cannot be combined with Native Preference points

To be eligible for Native Preference points, bidders must submit evidence showing Indian Ownership of 51% or more AND Proof of Tribal Enrollment WITH BID to the Authority's satisfaction.