



**Regional Housing Authority**

# REQUEST FOR QUOTATION

## RFQ: #2024-30-08

**Bids due: 06/21/24 at 4:30PM to RFP@THRHA.ORG**

**SITE VISIT 06/14/24 at 9:30AM**

### 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. Return the quotation by the above time and date. Please reference the RFQ number on the subject line / envelope.

**DELIVERY LOCATION:**  
2101 Crow Hill Dr, AK

**REQUESTOR:**  
Lorraine DeAsis LDEASIS@THRHA.ORG

### BIDDER / OFFEROR - BID / OFFER & PRICING

Item	Description of Supply or Service	Qty	Unit	Unit Price	Extended Price
	<p>THRHA is seeking a qualified contractor to provide concrete work for 6 new homes at 2101 Crow Hill Dr., Douglas, AK being built on helical piers.</p> <p><b>Performance period: July 1, 2024-August 1, 2024</b></p> <p>Offeror will be responsible and able to provide a bid that includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Contractor to supply necessary materials, forms, tools and supplies</li> <li>• See attached plans for concrete/foundation specifications</li> <li>• Helical Piers have been contracted separately</li> <li>• Contractor to obtain necessary permits and inspections</li> <li>• Contractor to hire subcontractors, if necessary</li> <li>• Coordinate schedule with THRHA</li> </ul> <p>See Project Specifications for requirements</p> <p><b>SITE VISIT SCHEDULED: 06/14/24 at 9:30AM</b></p> <p><b>8:00AM – Meet Sam Parks 907-723-9324 at the job site: 2101 Crow Hill Drive</b></p>				

### THIS SECTION MUST BE COMPLETED BY BIDDER / OFFEROR

Delivery / Service will be made / performed within 180 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.				
<hr/> Signature		<hr/> Date		<hr/> 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.

Award shall be made to the qualified Indian-owned enterprise with the lowest responsible bid if that bid is within budgetary limits established for the specific project for which bids are being taken and no more than 10% higher than the total bid price of the lowest responsive bid from any qualified bidder.

The next order of preference will be Minority (Disadvantaged)-owned (MBE) or Woman owned (WBE) enterprises with the lowest responsible bid if that bid is within budgetary limits established for the specific project for which bids are being taken and no more than 5% higher than the total bid price of the lowest responsive bid from any qualified bidder.

**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](mailto: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 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.

**INSTRUCTIONS TO BIDDERS / OFFERORS  
TERMS AND CONDITIONS**

**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.

**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):** Subcontractors that will be used in the performance of the contract must be identified at the time of bidding. The list must include the name of each subcontractor and the location of the place of business for each subcontractor. Evidence of each subcontractor's valid Alaska Business License and/or certification must be submitted with the Contractors before the contract is signed. Subcontractors are subject to all contract terms and conditions, including native preference.

**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. INDIAN/DISADVANTAGED PREFERENCE:** Indian/Native owned firms, Minority Business Enterprise and Women Business Enterprise firms (MBE/WBE) are encouraged to participate.

**Businesses can only qualify for one set of preference points – either Indian owned (10%) or Disadvantaged (5%).**

In accordance with 24 CFR 1000.52 and 1003.510, 10% preference points will be given to Indian owned organizations and economic enterprises as described in Part XI Proposal Timeline and Evaluation.

Disadvantaged (Minority or Woman Owned) businesses will receive 5% preference points.

**INSTRUCTIONS TO BIDDERS / OFFERORS  
TERMS AND CONDITIONS**

To receive a qualifying preference (e.g. MBE/WBE), Offerors must have a valid, current business license and provide evidence to support each preference being requested. Acceptable evidence may consist of any of the following:

- a. Native Preference: Documentation that verifies the entity is at least **51% Indian owned and operated AND A COPY OF TRIBAL ENROLLMENT MUST BE INCLUDED WITH BID;**
- b. Minority/Woman Preference: Documentation that verifies the entity is at least **51% Minority/Woman Owned AND A COPY OF THE Certification from the State of Alaska that the business meets the eligibility requirements for certification as a Disadvantaged Business Enterprise (DBE). DOCUMENTATION MUST BE SUBMITTED WITH BID.**

Proposals that do not provide acceptable supporting evidence will not receive a preference.

**31. 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.



## 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.



# Regional Housing Authority

## Project Specifications

The following are additional requirements for the scope of work.

- 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.

### PART 1 - GENERAL

#### **MATERIAL**

- ✓ See attached plans
- ✓ Contractor to provide all materials and work as shown in these specifications and the attached plan set 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**

- ✓ See attached plan set for installation specifications.
- ✓ Contractor is responsible for hiring licensed subcontractors.
- ✓ Contractor is responsible for assessing job conditions and taking their own measurements
- ✓ Contractor responsible for obtaining & posting all necessary permits and inspections and submitting to [LDEASIS@THRHA.ORG](mailto:LDEASIS@THRHA.ORG)
- ✓ House 1 & 6 are to be done first
- ✓ There is no on-site storage for materials
- ✓ Period of Performance July 1, 2024 – August 1, 2024

#### **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 and is responsible for hauling material to the dump.

### **PERMITS AND FEES**

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

### **GUARANTEE & WARRANTY**

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, to THRHA.

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 THRHA, at no additional costs.

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### **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 THRHA.

## **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.





## Regional Housing Authority

### Cost Proposal – Crow Hill Concrete

**OFFEROR'S NAME:** \_\_\_\_\_

**Instructions:** Offerors must propose an all-inclusive price to perform the services required in the RFQ.

**Note:** The fees provided in this form will be used for RFP 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.

<b>TOTAL COST:</b> (All-inclusive cost to provide the services requested in the RFP)	
Cost Breakdown per unit	
\$	Materials
\$	Labor
\$	Travel/Per Diem/Mobe/DeMobe
\$	<b>Admin/Overhead/Profit</b>
\$	<b>TOTAL BID</b>

\_\_\_\_\_  
PRINT NAME & SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE



**Regional Housing Authority**

**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.

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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.