



Regional Housing Authority

Invitation for Bid Yakutat Sewer Extension

IFB 2019-30-01

Tlingit Haida Regional Housing Authority (THRHA) is requesting bids from qualified, licensed contractors for the construction of a sewer main extension in Yakutat, Alaska.

Submit Bids to:

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

To submit bids by email:

rfp@thrha.org

For questions and registration, contact

Lorraine DeAsis

907-780-3100

ldeasis@thrha.org

Posting Date: April 26, 2019

IFB Bids Due: May 15, 2019

Not to exceed: \$96,500

Davis Bacon wages apply

I. General Information

THRHA's Project Development department is seeking a qualified, licensed contractor experienced in residential and/or commercial plumbing to furnish all labor, materials, transportation, equipment, tools and supervision necessary for the construction and installation of a sanitary sewer mainline (extension) in Yakutat, Alaska.

All work must be performed in accordance with industry practices and must comply with all applicable statutes and regulations pursuant to the State of Alaska Plumbing Code (e.g. AS 18.60.705), DEC permit conditions and Engineers specifications. Only Bidders licensed in the State of Alaska may respond to this IFB. THRHA reserves the right to disqualify any Bidder whose business license NAICS does not reflect the services being requested in the IFB.

Bidders must demonstrate their ability and capability of successfully providing these services for other clients, including their current staff or staff that will be used and employed for the contract. This requirement is further explained in Section VII.

Funding: This solicitation is being funded through the Alaska Housing Finance Corporation Supplemental funds and is not restricted to any preference (non-discriminatory).

The successful Bidder must possess sufficient resources (e.g. qualified staff, transportation and materials) to ensure they can meet the requirements of the IFB and resulting contract. The length of the contract will be three months from the date of award.

A bid from a debarred or suspended Bidder or one whose entity is identified on the System for Award Management (SAM) as having an 'Exclusion'; will be rejected.

II. Project Description & Scope of Work

THRHA is asking all Potential Bidders to review Appendix A – Yakutat Water and Sewer Specifications, and DEC requirements. This attachment will include all necessary provisions, scope of work, and performance specifications required for the entire project. It is also requested that the awarded Contractor consider that, whenever possible, any excavated material will be placed on an upland site. However, when this is not feasible, temporary stockpiling is hereby authorized provided that: (1) All excavated material stockpiled in a vegetated wetland area is placed on filter cloth, mats, or some other semi-permeable surface. The material will be stabilized with straw bales, filter cloth, etc. to prevent reentry into the waterway. (2) All excavated material must be placed back into the trench to the original contour and all excess excavated material must be completely removed from the wetlands within 30 days after the pipeline has been laid through the wetlands area.

Permission must be granted by the City of Yakutat or their authorized representatives if the material is to be stockpiled longer than 30 days.

Any questions regarding the solicitation or scope of work must be submitted in writing to Lorraine DeAasis at ldaeasis@thrha.org. Questions concerning the content of the documents can be answered by email; however, all questions that require a detailed response will be provided through an addendum to all registered Bidders.

III. Special Conditions

The following conditions apply:

1. Compliance Requirements

The Contractor must comply with all applicable Federal, State, Local and Tribal laws and safety regulations which have a bearing on the contract. Contractors must provide all licenses and operating permits required by the State and/or City for performance of the services. Acceptable safe practices must be followed in the performance of the work. THRHA reserves the right to inspect the Contractor's work for compliance and will provide documentation of any non-compliance concerns any time during the term of the contract where immediate remedy will be required.

The Contractor is responsible for establishing all locator service, approvals and coordinating with the City of Yakutat for the tie-in and service prior to work being performed. The Contractor is also responsible for coordinating all subcontractors, equipment and inspections from start to finish.

In the event issues arise that THRHA determines are deficiencies, either in performance, service, or customer relations, THRHA will issue a service contract deficiency.

2. Service Contract Deficiencies

If THRHA determines that performance and/or service provided by the Contractor and/or Subcontractors is deficient in any manner, THRHA will issue a service deficiency claim. The claim will identify the discrepancy in performance / service, the time, date, and staff performing the work. From the time it's issued, the Contractor will have two weeks to correct the discrepancy. If the issue is not addressed or corrected within this time, THRHA may procure the services from another contractor to correct the issue, at the Contractor's cost.

3. Workmanship and Materials

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 of their service, their Subcontractor's service, and the final product/installation. Any infraction will be redone by the Contractor, at their risk and expense.

4. Warranty

The Contractor must warrant against faulty workmanship and application of services. The Contractor must also warrant all parts and materials used. All items and materials installed/provided under the resulting contract must be Brand New and come with a minimum one-year warranty. The one-year warranty will begin 366 days after final acceptance by THRHA.

The Contractor will be required to provide THRHA with a one-year correction period where the Contractor is bound to fix its work if any part of the installation and project fails within one year of final acceptance by THRHA.

5. Continuing Obligation of the Contractor

Regardless of the terms and conditions of any third-party financing agreement, the Contractor agrees that none of its responsibilities under this contract are transferable and that the Contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to; the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By submitting a response to the IFB, the Bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

6. Notice of Intent to Award / Proceed

After responses have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, is the name and price of each entity that offered a bid, and provides notice of THRHA's intent to award a contract to the most advantageous Bidder.

Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Notice to Proceed has been issued. Any entity who proceeds with work prior to receiving this written notice does so nonbinding and at their own risk and expense.

IV. General Bid Information

The following conditions apply:

1. Only contractors who are currently licensed in the State of Alaska may respond to this IFB.
2. Bids may be submitted by mail or email. See Section IX Submission Instructions.
3. Bids submitted by mail must contain one original.
4. All bids must be complete and consist of all documents identified in Section VII Documents Required at Bid Opening. Bids that do not contain all documents may be considered non-responsive and rejected.
5. All bids must contain a cover letter, signed by an official who is authorized to bind the Bidder contractually and financially, and contain a statement that the bid submitted is valid for 90 days. If your cover letter is unsigned and/or not signed by a binding official, you will be found non-responsive and your bid will be rejected.
6. The successful Bidder must be an Equal Opportunity Employer.
7. Job is subject to Davis Bacon Wages. Certified payroll is required.
8. All information in the Bidder's response must be organized and presented in a clean, clear concise format. Accuracy and completeness are essential.
9. Bidders should carefully read through all material in the IFB to ensure they have a full understanding of the scope and the services required.
10. Bids received after the deadline will not be accepted.
11. THRHA will not reimburse any expenses incurred by the Bidder, including but not limited to; expenses associated with the preparation and submission of the response.
12. Bidders are only allowed to submit one bid for the IFB. Alternate bids or bids that offer something other than what is being asked in the IFB will not be accepted and will cause the Bidder's submission to be deemed non-responsive and rejected.

THRHA expects all Bidders to consent to the Scope of Services, General Specifications, and all required services of the IFB. Any exceptions / alterations proposed must be submitted in writing. Determinations and / or approvals will be provided in an addendum and address the questions / exceptions proposed / approved.

13. THRHA, at its sole discretion, reserves the right to reject any or all bids, waive irregularities and minor informalities, request additional information, and/or accept the bid deemed to be in the best interest of THRHA.

V. Bidder's Certification

By signature on the bid, Bidders certify and comply with the following:

- Anti-Kickback Act
- Byrd Anti-Lobbying
- Clean Air Act
- Davis-Bacon Act
- 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

VI. Documentation Required at Bid Opening

THRHA reserves the right to ensure each Bidder responding to this IFB is responsible. Your response to this requirement must be provided in an attachment with a clear heading of each criteria below (e.g. "Contractor / Staff Qualifications") and be attached to your bid. Bidders who do not provide this information may be deemed non-responsive and their bid will be rejected.

All bids must contain the following information:

1. Contractor / Staff Qualifications

The Bidder must demonstrate their firm's experience in the work being requested. THRHA requires a list of at least one client reference whom the Bidder has provided these services for, within the last 5 years. Bidders must provide:

- Name of Customer (or Business Entity)
- Point of Contact (the Project Manager / Director of that contract)
- Complexity of the Services Provided, and
- Staff / Resources Employed

THRHA may contact any other known clients, whether offered as references or otherwise, to obtain information that may assist THRHA in determining your responsibility. THRHA retains the right to use any / all reference information to make a selection. By submitting your bid, you agree that THRHA may contact and use this information.

2. Subcontractors

If a Bidder intends to use subcontractors, the Bidder must identify the names, portions, and type of work they will perform. Subcontractors must have a valid and current business license, and proper insurance in the same general liabilities as required by the IFB and resulting contract. Any subcontractor that does not have a valid Alaska Business License will not be authorized.

To be considered, a written statement must be provided by the subcontractors that clearly verifies their

- ✓ Commitment to provide all services required under the contract, and
- ✓ Conformity to all terms and conditions set forth in the IFB and resulting contract

A letter of acceptance may be used as proof of evidence and must be attached with your bid. Subcontractors may be substituted during the term(s) of the contract provided they have prior written approval from the THRHA Project Manager (PM) or designee and provide a letter of acceptance / commitment as stated above.

A list of all subcontractors and their qualifying information must be sent to Lorraine DeAsis upon request.

3. Bid Schedule

The Bid Schedule is provided in Attachment C and requests pricing for labor/service, materials and transportation.

VII. Responsibilities and Requirements

THRHA will be responsible for managing the contract and the relationship with the awarded 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, and those identified in the IFB.

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 IFB. THRHA also 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.

VIII. License, Permits and Insurance Requirements

The successful Bidder must provide proof of their Alaska Business License prior to contract approval. The Contractor MUST obtain and provide proof of all applicable permits, licenses and insurance required; workers' compensation, commercial general liability, and commercial automobile liability insurance. THRHA must be named as an Additional Insured under their Certificate of Insurance; wherein the insurance company must have a Best rating of "A-V" or better.

All licenses, permits and insurance requirements must be valid prior to contract approval and remain valid through the duration of the contract and all subsequent extensions or renewals.

The Contractor is required to have the following insurance under the contract:

- ✓ **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 Obligations Aggregate; \$1,000,000 Single Occurrence; including \$50,000 fire damage and \$5,000 Medical Expense per person.
- ✓ **Workers' Compensation:** The Contractor will provide and maintain, 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.

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- ✓ Commercial Automobile Liability: 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.

IX. Submission Instructions

- If submitting by email:
Email bids to rfp@thrha.org titled (subject):
Yakutat Sewer Extension: IFB #2019-30-01 return receipt requested.
- If submitting by mail:
Clearly identify the solicitation title and number. Your response must be sealed and delivered to:

Tlingit Haida Regional Housing Authority
ATTN: Lorraine DeAsis
YAKUTAT SEWER IFB
P.O. Box 32237
Juneau, Alaska 99803

- If submitting by carrier or in-person:
Clearly identify the solicitation title and number. Your response must be sealed and delivered to:

Tlingit Haida Regional Housing Authority
ATTN: Lorraine DeAsis
YAKUTAT SEWER IFB
5446 Jenkins Drive
Juneau, Alaska 99803

X. Questions

Bidders are encouraged to contact Lorraine DeAsis to register for the IFB to ensure they receive all updates related to the solicitation. All IFB documents will be posted on THRHA website.

XI. Period of Performance

The period of performance for this contract is from the date of award for 90 days.

XII. Termination

Either party may terminate this contract with a 30 days' written notice.

XIII. Attachments

The following attachments are included in the solicitation:

- ✓ Appendix A: Yakutat Water and Sewer Specifications
- ✓ Appendix B: Contract Provisions
- ✓ Attachment A: Bid Checklist
- ✓ Attachment B: Bid Cover Sheet
- ✓ Attachment C: Bid Schedule
- ✓ Attachment D: Debarment Certification

END OF SOLICITATION



Appendix B – Contract Provisions Required by Federal Law

The regulatory authority of the contract vests within the provisions set forth by Tlingit Haida Regional Housing Authority (THRHA) and in accordance with Code of Federal Regulations (CFR), and United States Code (USC). These clauses / provisions provided are required by Federal law or regulation pursuant to 24 CFR Part 85.36 and 41 U.S.C. 403(11).

Amendments: The terms of the contract may be modified or amended upon signature of THRHA and the Contractor.

Contract Adjustments: Notwithstanding any other term or condition of the contract, any settlement or equitable adjustment due to termination, suspension or delays by the Contractor will be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the contract pricing provisions of 24 CFR 85.36 (f).

Conflicts of Interest: Per 24 CFR 85.36(b) and the contract agreement between THRHA and HUD, no employee, officer or agent of THRHA, will participate in selection or in the award or administration of a contract, subcontract or agreement, supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Disputes: THRHA and the Contractor agree that any disputes that arise will be handled through negotiation and within the guidelines and authority of THRHA. If disputes cannot be settled through negotiation, THRHA and the Contractor agree to present the dispute to a third-party reviewer for resolution. The decision by the third-party reviewer will be final and binding to both parties.

Termination: THRHA may terminate the contract for cause or convenience. THRHA will provide a written notice to the Contractor and will remit payment for all services rendered prior to the termination of the contract; provided the Contractor has not been required to remedy any contract issue that has been identified by THRHA.

Additional Provisions:

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (“Councils”) as authorized by 41 U.S.C. 1908, shall include administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339),

as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(C) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. Tlingit & Haida shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Tlingit & Haida shall report all suspected or reported violations to the Federal awarding agency. The contracts shall also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Tlingit & Haida shall report all suspected or reported violations to the Federal awarding agency.

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by THRHA in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



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Attachment A – Bid Checklist

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

REQUIRED DOCUMENTS	DOCUMENT TITLE	INCLUDED?
Attachment – A	Bid Checklist	YES <input type="checkbox"/>
Attachment – B	Bid Cover Sheet	YES <input type="checkbox"/>
Attachment – C	Bid Schedule	YES <input type="checkbox"/>
Attachment – D	Debarment Certification	YES <input type="checkbox"/>
(Required w/ Bid)	Alaska Business License	YES <input type="checkbox"/>
(Required w/ Bid)	Proof of Insurance	YES <input type="checkbox"/>
(Required w/ Bid)	List of Personnel	YES <input type="checkbox"/>
(Required w/ Bid)	List of Subcontractors	YES <input type="checkbox"/>



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Attachment B - Bid Cover Sheet

BIDDER INFORMATION

This is the cover page for your bid. By signing and submitting this attachment, you confirm that you comply with all provisions of this IFB; 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 bid nonresponsive and will be rejected.

IFB NUMBER:

2019-30-01

IFB NAME:

YAKUTAT SEWER EXTENSION

BIDDER NAME:

MAILING ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

FEDERAL TAX ID #:

**ALASKA BUSINESS
LICENSE NUMBER:**

CONTACT NAME:

TITLE:

E-MAIL ADDRESS:

ALTERNATE PHONE #:

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

SIGNATURE

DATE

TITLE



Regional Housing Authority

Attachment C – Bid Schedule

BID SCHEDULE INSTRUCTIONS

Bidders must provide all-inclusive pricing for services requested in the IFB; including labor, materials and transportation. This pricing must include all direct and indirect costs.

LABOR AND INSTALLATION (A)		
SERVICES (LUMP SUM)	\$	
MATERIALS (B)		
SUPPLIES AND MATERIALS	\$	
TRANSPORTATION (C)		
TRAVEL	\$	
TOTAL COST (A+B+C)		\$

Eyes:



Regional Housing Authority

Attachment D - 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.