

DESIGN-BUILD
**BUILDING RENOVATION AND
REHABILITATION**
REQUEST FOR PROPOSAL (RFP) FOR THE
Yakutat Tlingit Tribe
ADMINISTRATION BUILDING

ISSUED MARCH 31, 2023

PROPOSAL DELIVERY
DEADLINE
3:00 pm, Friday, May 5, 2023

Issued By:

Yakutat Tlingit Tribe
P.O. BOX 418
YAKUTAT, ALASKA 99689

Point of Contact:
Joanne Wiita
907.723.4563

jwiita@yttTribe.org



Yakutat Tlingit Tribe
INVITATION TO SUBMIT DESIGN-BUILD
RENOVATION REQUEST FOR PROPOSAL
(RFP) FOR TRIBAL ADMINISTRATIVE OFFICES
AT THE JACOBSON BUILDING

Issue Date: March 31, 2023
Bid Opening: May 8, 2023 @ 3:00 p.m.

1. INTENT AND GENERAL INFORMATION

The Yakutat Tlingit Tribe (YTT), hereafter (Tribe), is seeking a licensed, qualified firm to design the renovation and rehabilitate the Jacobson Building located in Yakutat, Alaska based upon the criteria included in this Request for Proposal.

PROJECT SITE: The site is located at 187 Mallott Ave, Yakutat, AK 99689.

2. SUBMISSION AND DEADLINE:

Respondents, hereafter (Contractors) responding to this Design Build Renovation/Rehabilitation Request for Proposal are hereby notified that all proposals submitted, and information contained herein and attached thereto will not become public information until selection of the successful contractor.

Except as otherwise provided above, no trade secrets or commercial or financial information shall be accepted in confidence unless, and then only to the extent, the Tribe specifically agrees in writing to the contrary.

All interested contractors shall notify the Tribe of their intention to submit by registering via email no later than April 10, 2023. Potential contractors shall submit their intent to: **jwiita@ytttribe.org** and, shall include “Jacobson Building Proposal” in the email subject line. Contractors’ communication with the Tribe will remain confidential by the Tribe.

Any questions concerning this RFP shall be submitted in writing to jwiita@yttTribe.org. All responses to submitted questions and any changes or modifications to this RFP will be provided in writing to all registered proposers. All proposals submitted shall include a statement confirming the proposer has read and accepts all questions, responses and modifications made to this solicitation. No questions may be submitted after April 21, 2023.

All proposals must be received by email by

3:00 p.m. local time on May 5, 2023

and shall be submitted to:

Yakutat Tlingit Tribe
P.O. BOX 418
YAKUTAT, ALASKA 99689

The entire proposal shall be submitted by email with the subject line "JACOBSON BUILDING RFP." Four hard copies must be mailed by United States postal service in a sealed envelope, clearly labeled with the firm's name, and in the lower left corner: "JACOBSON BUILDING RFP." The proposal consists of two (2) parts:

1. Part One: Five (5) original hard copies and one (1) electronic copy (flash drive) and
2. Part Two: One (1) copy of the total proposal price, which shall be presented and shall include everything necessary to complete the design build rehabilitation. The proposal price must be placed in a sealed envelope and clearly labeled with the firm's name, and in the lower left corner: "**PROPOSAL PRICE.**"

All firms who are furnished a copy of this RFP, but who decide not to offer a proposal to the Tribe for this project are kindly requested to submit a negative reply.

Project Site Visit. Potential RFP respondents can arrange access to the building or a virtual tour of the building for inspection purposes by contacting jwiita@ytttribe.org and 907 723 4563. Prior to a fully executed contract, the Tribe requires the contractor to perform a physical inspection. Pre-contract costs for site inspections, travel, and all associated costs are at the expense of the contractor.

Pre-Bid Conference. A pre-bid teleconference will be conducted on April 12, 2023, at 3:00 PM AST. Contact jwiita@ytttribe.org for information.

Questions Received Prior to Opening of Proposals. All questions, requesting an interpretation or correction, must be in writing and directed to Joanne Wiita jwiita@ytttribe.org The request must be received not less than ten (10) business days (3:00 p.m. April 21, 2023) prior to the deadline for submitting proposals (3:00 pm May 5, 2023).

Addenda. No oral change or oral interpretation of any provision contained in this RFP is valid whether issued during a conference or in other contexts or circumstances, unless confirmed in a written addendum. Written addenda will be issued when changes, clarifications or amendments to the proposal documents are deemed necessary by the Yakutat Tlingit Tribe. If an amendment is issued, it will be provided to all parties who were sent a copy of the RFP, in the form of an addendum. The Tribe may issue addenda by email. The Tribe will take all reasonable measures to ensure that all recipients of the RFP receive the addenda; however, potential proposers must independently confirm the content, number, and date of each addendum prior to submitting a proposal. Each proposer shall be solely responsible to ensure that he or she has, by the time of proposing, received all addenda. The Yakutat Tlingit Tribe will not be responsible for any explanations or interpretation of the Contract Documents in any form except written Addenda.

Right to Reject. The Tribe Council reserves the right to reject any or all proposals, waive minor irregularities in the proposals, to accept in whole or in part proposals, or to not award a contract.

3. **SCOPE OF SERVICES:**

The Jacobson Building is a three-story structure with the first floor designed and built for

B2 Business Occupancy and the 2nd and 3rd floors as R1 residential Occupancy. The third floor are lofts in the two apartments located on the west side of the building.

The first-floor business occupancy is listed as 3,115sf and consists of five offices ranging from approximately 150sf to 200sf, one large office at approximately 200sf, a 280sf storage room, and two open work areas at about 500sf and 800sf. Other space includes both a men's and women's bathroom, a janitors' closet, and mechanical room with access to the crawl space.

The second and third stories are listed as R1 residential and consist of two three-bedroom apartments, and three "bunk house" style rooms, a common kitchen/living area, a common bathroom/shower, and two utility rooms with washer and dryers. The two apartments are highlighted with solarium style windows facing the west and overlooking Monty-Bay. Both apartments have full kitchens. All appliances are electric.

The intended use of the building is expected to remain the same: Business class occupancy on the first floor and Residential occupancy on the second floor.

The outcome of this RFP intends to rectify several minor and a few major building deficiencies that must be addressed.

In accordance with the terms and conditions of the Contract, the Design-Build Contractor (DBC) shall perform the work of this Request for Proposal (RFP) for the Yakutat Tlingit Tribe as described below.

All Architect-Engineer (A-E) Services required in this RFP shall be performed by licensed Architects and Engineers registered in the State of Alaska.

The selected DBC will provide an interior and exterior concept design of the proposed project plan, developed by a licensed engineer.

The deliverables will be:

- Installation of properly sized energy efficient heating system.
- Replace air handling unit ventilation system.
- Replace the CAT5 cabling and reroute to a dedicated server room.
- Assess building exterior, windows, energy efficiency, and roof. Complete restoration based on building assessment.
- Address construction codes and life safety issues.
- Establish American Disability Act (ADA) accessibility at minimum to compliance.
- Interior design will designate space allocations for the functions desired.
- Update the building exterior and interior with new paint and interior flooring.
- Building furniture and fixtures.
- Budget for the rehabilitation of the Jacobson Building.
- Adherence to federal funding terms and budgetary limitations and requirements.

3.1 Criteria for Rehabilitation:

The goals of the Yakutat Tlingit Tribe are to:

- renovate the space to provide a minimum of eight administrative office spaces, one reception area, and employ lunch/break room.
- re-design space for optimal storage capacity,
- designate a secure space as storage for museum quality artifacts,
- create an area for staff resources to include a research library that will also house cultural research resources,
- rehabilitate the Jacobson Building for durability, energy efficiency, and simplicity of maintenance and repair,
- bring the building to code.
- if building square footage allows, create an area to facilitate council meetings, group study, and collaboration,

4. TIMEFRAMES

4.1 RFP Schedule is as follows:

Issue RFP	Mach 31, 2023
Interested RFP Respondent Registration	April 10, 2023
Pre-bid teleconference	April 12, 2023, at 3:00 P.M.
Questions Received by	April 21, 2023, at 3:00 P.M.
Proposals Due	May 5, 2023, by 3:00 P.M
Bid Opening	May 8, 2023 @ 3:00 pm
Contract Review & Selection	May 9, 2023
Intent to award letter sent to contractor & requesting signed contract	May 12, 2023
Signed Contract Received Back	May 15, 2023
Council to award Contract	May 17, 2023
Notice to Proceed to Contractor	May 19, 2023

4.2 Term of Contract:

The contractor in their RFP response should include a proposed timeline for the completion of the project. This RFP and the scope of service is limited to the completion of the project.

5. CONTRACT MANAGEMENT:

The contact person for this contract shall be Joanne Wiita or the Yakutat Tlingit Tribe's designee.

The selected firm will identify one person who is to be the point of the contact for the Tribe and project manager for the Jacobson Building Project.

6. EVALUATION AND AWARD:

6.1 Selection Criteria

- 6.1.1** Price: Includes all elements of the project cost (35%)
- 6.1.2** Technical: Includes all submission criteria relating to the design approach of project (15%)
- 6.1.3** Qualifications: These criteria relate to the experience of the contractor and other metrics that would indicate the best qualification for the project (20%)
- 6.1.4** Schedule: Any criteria that's related to dates or project duration included in this category (5%)
- 6.1.5** Project management: this item indicates the team's approach to the management of both the design and construction phases of the project (10%)
- 6.1.6** American Indian / Alaska Native owned business and Minority Businesses: AIAN, minority firms, or women's business enterprise (15%). Labor surplus areas and individuals or firms located in or owned in substantial part by persons residing in the area of this project are used by the contractor when possible. To the greatest extent feasible the contractor will provide opportunities for employment (and training) for residents of the project area.

6.2 Selection Procedures:

- 6.2.1** The Tribe reserves the right to reject any or all proposals or parts thereof for any reason to negotiate changes to proposal terms and to waive minor inconsistencies with the RFP. The Tribe reserves the right to select based on qualifications, experience in providing similar services elsewhere, the proposal's responsiveness to the Request for Proposals requirements; and to negotiate a contract with the contractor.
- 6.2.2** Proposals in response to this RFP will be reviewed against the criteria listed in 6.1.1 – 6.1.6 and award of the contract shall be made in accordance with standard purchasing procedures.
- 6.2.3** A selection committee will review the proposals and make a recommendation to the Tribe Council on the preferred contractor.
- 6.2.4** The Tribe intends to enter into a contract with the most responsible respondent whose proposal is determined to be in the best interest of the Tribe.

7. ALTERNATIVES AND EXCEPTIONS:

The Tribe may accept proposals which take exception to any requirements in the RFP, or which offer any alternative to a requirement herein. Any exception or alternative must be clearly delineated and cannot materially affect the substance of the RFP.

8. PROPOSALS:

The Tribe will not liable be for costs incurred in the preparation of the responses to the RFP or in connection with any presentation before a selection committee. Proposals submitted must be bound, paginated, indexed and numbered consecutively. Respondents shall submit as their proposal the following:

8.1 Organization and Content:

8.1.1 Letter of Transmittal:

A letter of transmittal addressed to Joanne Wiita which includes a statement by the respondent accepting all terms and conditions and requirements contained in the RFP. The letter should also include a brief discussion of the respondent's background, experience, and ability to perform this contract in accordance with the Scope of Services. Also, to be provided is a listing of clients for whom similar services were performed, and the nature of the project.

8.1.2 Project Understanding:

Provide a written discussion in enough detail to demonstrate an understanding of the contract's scope and the service required.

8.1.3 Experience:

Provide a detailed written summary of the firm's history in similar projects.

8.1.4 Staff Plan:

Identify key personnel whom the firm has designated to work on the project, including engineers, their certifications, their background, and experience on similar projects. Provide proof of license with the State of Alaska.

8.1.5 Management Plan:

Describe the contractor's management system and how it will function to ensure timely delivery of on-project deliverables.

8.1.6 Letters of Reference: Contractor must provide a list of three references. Please include names, titles, addresses, and telephone numbers to allow the Tribe to contact these references.

8.1.7 Service Plan: Provide a detailed itemized plan of proposed services.

8.1.8 Services Expected of the Tribe: Define the nature and scope of all services to be provided by the Tribe.

8.2 Fee Proposal: The contractor should prepare a proposed fee based upon the work plan presented in the Request for Proposal. This fee will be a lump sum proposal. The proposal will include itemization based on the prioritized Cost Table A (Appendix 3) and herein page 14. Contractor must adhere to the federal requirements of this project in accordance to [Federal 2 C.F.R. 200](#). Additionally, the contractor should provide a list of any additional services recommended and a fee schedule for those services. This proposal should include a schedule of proposed payments during the project with no more than 75% billed to the Tribe prior to Certificate of Occupancy and/or punch list completed.

In October of 2021 a Rough Order of Magnitude (ROM) was prepared for each of the deficiencies. Where applicable, the RS Means Construction Cost Estimate was used. Deficiency priority items (1) through (20) (see Appendix 2) Cost Estimate plus Loc Factor was estimated at a total of \$239,105.

8.3 Required Forms to be Submitted with Proposal:

Fair Employment Practice Qualifications for Bidders
Non-collusive Affidavit
Alaska Business License

9. GENERAL REQUIREMENTS AND CONDITIONS

9.1 Source of Project Funding: The building rehabilitation is federally funded. It is important that the building rehabilitation be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. This project must comply with all applicable federal laws and regulations, and with all requirements for state, local, and Tribal laws, and ordinances to the extent that such requirements do not conflict with federal laws.

The contractor will strive to incorporate strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

Among other requirements contained in Federal 2 C.F.R. 200, all contracts more than \$100,000 that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). The Tribe may assist and coordinate with the contractor to establish a workforce plan.

The contractor is asked to demonstrate:

- A workforce that meets high safety and training standards, including professional certification, licensure and/or robust in-house training;
- Prioritization in hiring of local workers;
- Meet federal Section 3 requirements by working with the Tribe to seek and provide job training, employment and contracting opportunities for low- or very-low-income residents in connection with this project;
- Policies and practices are in place to ensure contractors and subcontractors meet high labor standards; and
- No recent violations of federal and state labor and employment laws.
- Project compliance with all applicable federal environmental laws.

9.2 Insurance Indemnification:

Notwithstanding anything to the contrary contained herein, the Tribe shall not have any obligation to defend, indemnify, or hold the contractor harmless from claims, suits, or damages arising as a result of, or in connection with, negligent acts or omissions by the contractor.

The contractor shall procure and maintain insurance and hold harmless the Tribe at its own expense. The insurance requirements are subject to further adjustment at the time of contract.

Commercial General Liability Insurance: Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000.

Workers' Compensation: Statutory limits are required.
Employers' Liability Coverage: \$500,000.

Insurance Certificates in accordance with the requirements contained herein must be submitted to the Tribe prior to project commencement.

9.3 Conditions:

Contractors responding to this RFP will be expected to adhere to the following conditions and must make a positive statement to that effect in its proposal submitted:

9.3.1 Have personnel/resources reserved enough to assure task continuity.

9.3.2 Agree that sub-contractors hired in excess of \$5,000 by the respondent must have prior written approval of the Tribe.

9.3.3 Agree that the resultant contract may be terminated in the event of non-appropriation of funds.

9.3.4 Agree to accept and follow management direction from the Tribe and specifically, the Tribe's designated personnel.

9.3.5 Agree to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Alaska, and Yakutat Tlingit Tribe, including but not limited to the following:

Civil Rights Act of 1964, as amended.

Civil Rights Act of 1991, as amended.

9.3.6 Agree that if the Tribe cannot in good faith negotiate a written contract within a reasonable time with the selected respondent, the Tribe may unilaterally cancel its selection of that respondent.

9.3.7 Agree that periodic payments to the contractor will be made as agreed upon in the signed contract with the Tribe.

9.3.8 Agree that the contract between the Tribe and the respondent shall be governed by and construed in accordance with the laws of the State of Alaska.

9.3.9 Establish Fire Marshall permits and/or City Permits prior to project

rehabilitation construction.

9.3.10 A mandatory on-site meeting with the Tribe will be conducted and the final construction plan approved by the Tribe prior to project commencement.

9.3.11 Throughout the project, the contractors will provide copies of inspection reports to the Tribe and submit a monthly progress report.

9.3.12 The building's first floor will remain vacant until completion. The contractor will inform the Tribe a minimum of 45 days prior to rehabilitation activity on the second floor. This will allow the Tribe to coordinate with apartment occupants. During reconstruction if systems must shut down for any length of time occupants must be informed of a minimum of 24 hours in advance.

9.3.13 Tribe will strive to provide material storage space, utilities, and project parking space throughout the project. The contractor may establish a housing agreement with the Tribe to house crew and management during the project period.

9.3.14 The projected completion date is no later than November 30, 2023.

9.3.15 A project closeout plan and dispute procedure will be prepared and agreed between the Tribe and the contractor at time of a fully executed agreement. The plan will be detailed to include, a project close-out conference, who needs to attend, final inspections that need to be performed, how the punch lists will be handled, warranty period, and if any contract payments will be held prior to final punch list completion and/or during the warranty period.

9.3.16 Contractor communications are to be handled directly with the Tribe point of contact, Tribe CEO, and/or the Tribe council. The contractor may not disparage the Tribe in social media or vilify the Tribe or staff in any public manner.

10. EQUAL OPPORTUNITY EMPLOYER

As a condition of doing business with the Tribe, respondents must be certified as an Equal Employment Opportunity Employer. The Fair Employment Practice Qualifications for Bidders is enclosed for this purpose and is made an integral part of this proposal. Please complete the form in its entirety and return it, with all necessary attachments and an authorized original signature affixed, with the proposal submitted.

11. CONTRACTOR RESPONSIBILITY

The Tribe shall only award contracts to qualified and responsible contractors possessing the ability to successfully fulfil the terms and conditions of the proposed procurement. In determining contractor qualification, the Tribe shall review the contractor's ability to perform the contract successfully, considering several factors, including:

- 11.1 Contractor integrity;
- 11.2 Contractor compliance with public policy;
- 11.3 The record of the contractor's past performance; and
- 11.4 The contractor's financial and technical resources.

If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

Suspension and Debarment. Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible in accordance with 2 CFR 200.213 when necessary to protect the Tribe in its business dealings. Tribe may suspend or debar a contractor under State, borough, or local laws, as applicable.

Bonds. For all construction or facility improvement projects, the Tribe requires performance and payment bonds, at not less than 50 percent of the contract price. This minimum threshold requirement may be increased to meet grant or regulatory requirements, as applicable. The Tribe may require the contractor to submit forms of assurance:

A bid guarantee from each bidder equal to 5% of the bid price.

A performance bond from the contractor for 100% of the total contract price.

A payment bond from the contractor for 100% of the total contract price.

12. TAXPAYER'S IDENTIFICATION NUMBER

Each respondent, whether an individual, proprietor, partnership or a non-profit corporation or organization **must provide a completed Form W-9 to the Tribe indicating its Taxpayer Identification Number.**

13. ADDITIONAL INFORMATION AND REVISIONS TO PROPOSALS

Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to the Request for Proposals requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.

14. NON-RESPONSIBLE PROPOSER

Any respondent who is found to have previously held a contract with the Tribe which was terminated for default, or who has previously been involved in litigation with the Tribe as an opponent of the Tribe, may be deemed non-responsible and not eligible for contract award.

15. NO GUARANTEES

This Request for Proposal, and any responses thereto, does not constitute a contract of any kind. The Tribe makes no guarantees with respect to a grant of award and/or contract to any responsible and responsive respondent to this Request for Proposals.

15.1 Award The contract shall be let by the Tribe council to the most qualified respondent and responsible respondent (qualified contractor). Local preference will be applied to the bid process except when specifically excluded within the request for bids. The Tribe council may reject any or all proposals and may waive minor irregularities in the proposal.

LIST OF APPENDICES

- **APPENDIX 1** Building Design
- **APPENDIX 2** Building Condition and Deficiencies
- **APPENDIX 3** Priority Cost Table (excel Table A and Cost Resource Example)

Yakutat Tlingit Tribe

NON-COLLUSIVE AFFIDAVIT OF PROPOSER

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the proposer developed the bid independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition, and
- (2) the proposer, its employees and agents have not communicated the contents of the bid to any person, not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal.

The undersigned proposer further certifies that this statement is executed for the purpose of inducing the Yakutat Tlingit Tribe to consider the proposal and make an award in accordance therewith.

Legal Name of Proposer/Firm

Business Address

Signature and Title

Date

Printed Name of Title Person

Subscribed and sworn to me this ____ day of _____, 20____.

Notary Public
My Commission Expires

Yakutat Tlingit Tribe

“NO BID” RESPONSE

Name of Bid/RFP/RFQ: Jacobson Building Rehabilitation

Date of Bid Opening: May 5, 2023

For tracking, audit, and record-keeping purposes, we would very much appreciate knowing the reason why you have chosen not to submit a proposal for the above-referenced Public Bid, RFP or RFQ.

Would you please take a moment to provide a brief explanation below for not submitting a proposal to us for this project?

Please also indicate if you would like to continue to receive bids and quotes from us in the future for above-referenced related purchases. If we do not receive this form back, we will assume you are no longer interested in receiving bids and quotes from us.

Please continue to send me bids, quotes, and RFPs. Yes _____ No _____

Company name _____

Mailing address _____

Email address _____

Your name _____ Date _____

This form may be mailed or e-mailed back to us at:

Yakutat Tlingit Tribe
Joanne Wiita
P.O. Box 418
Yakutat, AK 99689
E-mail: jwiita@ytttribe.org

Table A: Prioritized Project Items – Inclusive of labor, freight/shipping, project management, design, materials, and any other associated project expense.

Priority	Scope	Cost	Loc Factor	Total	Notes
1	Replace heating system for first floor and new boiler				
2	Replace ducted air handling system first floor				Code Compliance Item
3	Telecom (relocate)				
4	Fire Alarm deficiencies				Code Compliance Item
5	Emergency and egress lighting				Code Compliance Item
6	Sprinkler piping testing/inspection				Code Compliance Item
7	back of building siding				Rehabilitation based on ass
8	back of building exit and landing				Code Compliance Item
9	exterior signage, lighting, and fire department access				Code Compliance Item
10	main floor distribution panel				Code Compliance Item
11	isolated ground receptacles				Code Compliance Item
12	ARC fault protection (upper floors)				Code Compliance Item
13	Sprinkler piping leaks				Based on assessment and test results
14	bulk fuel tank separation from building				
15	janitor closet exhaust fan				Code Compliance Item
16	restroom floor drains				Code Compliance Item
17	crawl space sump				Code Compliance Item
18	plumbing piping protection (mens' urinals)				
19	LED lighting upgrade				
20	Wiring on upper floor				
21	new flooring				
22	new paint interior				
23	exterior cedar stain				
24	Administrative space remodel				
25	Administrative space furniture & fixtures				
26	Local Contractor Housing Costs				
27	other				
28	other				
29	other				
	Sub-total				
	Contingency (10%)				
	Total				