

KETCHIKAN GATEWAY BOROUGH REQUEST FOR PROPOSALS

SAXMAN HOUSING DEVELOPMENT PROJECT

RELEASE DATE: May 10, 2024

On behalf of the City of Saxman (Saxman), the Ketchikan Gateway Borough (Borough) is soliciting sealed proposals from qualified firms, companies or individuals to provide for purposes of this RFP:

SAXMAN HOUSING DEVELOPMENT PROJECT

To receive the Request for Proposals (RFP), please contact: 907-228-6637, Amy Briggs, Borough Procurement and Contracts Officer, Ketchikan Gateway Borough, 1900 First Avenue, Suite 118, Ketchikan, Alaska 99901. Requests for the RFP documents may be faxed to 907-228-6698 or emailed to amyb@kgbak.us. The RFP documents will also be posted on the Borough's website, <http://www.kgbak.us/>. Even though the RFP documents are provided online, each firm must register with the Borough each bidder must register with the Borough through the Borough's online bidder registration form: <http://www.kgbak.us/143/Procurement>. Proposals from unregistered respondents will not be accepted. No faxed or oral proposals will be allowed.

Pre-Proposal Site Visit: A site visit will be held to conduct a walk-through of each property available for the housing development. Contractors shall meet at the lower entrance of the Saxman Community Center. The site visit will begin at 2:00 PM on May 22, 2024.

Proposal Submission Deadline: To be considered, a complete sealed proposal package in the format requested must be received at the Office of the Borough Clerk, 1900 First Avenue, Suite 230, Ketchikan, Alaska 99901 by 3:00 PM local time, June 4, 2024.



Amy Briggs
Procurement and Contracts Officer

PROPOSAL CONTENT AND FORMAT

The Borough and Saxman recognize that respondents are likely to commit significant resources in preparation of their proposals. Further, it is in Saxman's best interest to have maximum competition among respondents to provide services in order that the Borough retains the best value respondent. As such, it is in the best interests of Saxman and each respondent to avoid any question whether the respondent's proposal is responsive to this RFP. Therefore, it is crucial that respondents thoroughly read this entire RFP and carefully follow all instructions. It is not uncommon for a proposal to be deemed non-responsive by the Borough and Saxman because of what some might consider are inconsequential errors or omissions by a respondent. For example, proposals have been rejected by Saxman because they were not sealed or properly marked on the outside as specified in the RFP. Respondents should assume that the form and content requirements of this RFP will be rigorously applied by the Borough and Saxman in determining the responsiveness of proposals. A checklist is included in this RFP to help respondents avoid errors and omissions.

Respondents should also allow adequate time for mailing or special delivery of proposals to the Borough Clerk. It is not uncommon for one or more respondents to be disqualified in submitting proposals to the Borough because the proposals were not received in a timely manner. USPS mail and special deliveries to Ketchikan may be delayed because of weather or other circumstances. Couriers should be given clear and accurate instructions in terms of the deadline and location for delivery of proposals.

Proposals must respond directly to the evaluation criteria for this project. Additional material (other than that requested below) is not required or desired. Clarity and brevity are encouraged. Limit submittals as follows:

Proposal Documentation	Use forms provided in RFP
Cover Letter	1 page suggested maximum
Response to Criteria	7 pages suggested maximum
Resumes	Provide resumes for key personnel, 1 page Suggested maximum each resume.
Price proposal	Per instructions; use the Price Proposal Forms Provided

The following sections address the specific content expected for each portion of the proposal.

COVER LETTER

In the cover letter, the respondent should:

- A. state its understanding of the services to be performed,
- B. explain why the respondent firm is the best qualified to provide those services,
- C. state why the respondent firm is most likely to help the Borough and Saxman achieve the goals outlined in the Project Scope of Work portion of this request for proposals; and,
- D. Provide the name and contact information of the individual who is authorized to make representations and commitments on behalf of the respondent.

RESPONSE TO CRITERIA

The narrative response to the Selection Criteria should specifically and accurately address each criterion in the order listed in this proposal. Respondents are encouraged to limit the response to 7 pages. Project and individual experience must be verifiable by listed references. It is the responsibility of the proposer to make certain that contact information is current.

REQUIRED SIGNATURES

NOTE: The price-proposal component forms must be signed and dated by a person who is authorized to bind the respondent.

In addition to the price-proposal component, the proposal itself must also be signed by a person who is authorized to bind the respondent. Specifically:

- A. A proposal by a corporation shall be executed in the corporate name by the president, vice-president, or other corporate officer. Evidence of authority to sign must also be provided. Such evidence may be in the form of a copy of the corporate bylaws, articles of incorporation, resolution of the board, corporate certificate, or other reliable evidence.
- B. A proposal by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. Evidence of authority to sign may be in the form of a copy of the partnership agreement or other reliable evidence.
- C. A proposal by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. Such evidence may be in the form of a copy of the corporate bylaws, articles of incorporation, resolution of the board, corporate certificate, or other reliable evidence.
- D. A proposal by an individual shall show the proposer's name and business address.

Failure to provide evidence of authority to sign on behalf of the respondent will not be grounds for rejection if the Borough and Saxman are able to confirm the authority of the signer to bind the respondent.

RESUMES

Provide resumes for each managing member of the team (i.e., project manager for the prime contractor and each known or planned subcontractor) that will be assigned to this project. List name, title, intended role and responsibilities for the duration of the contract, educational background, and specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities if relevant, list of projects individual was associated with during the last five years including type of project and project cost.

For each managing member of the team, provide at least two Owner or two Firm references for recent relevant projects.

PROPOSAL DOCUMENTATION FORMS

To be considered, respondents must complete, sign, and include the Proposal Documentation Forms provided in the RFP with submitted proposals.

SUBMITTALS

DEADLINE

All Proposals must be received by the Borough no later than the date outlined in this RFP.

SUBMITTALS

All proposal documents must be submitted in a sealed envelope or box clearly marked on the outside to identify it as a proposal for the project specifically named in this RFP, and must be delivered to the address outlined, and in the required format, on or before the deadline.

Each respondent must submit its complete proposal divided into 2 parts:

Part One: Proposal Exclusive of Price Proposal Component

Part One consists of the complete proposal exclusive of the price-proposal component. Part One must be signed and dated by a person who is authorized to bind the respondent. Failure to properly sign and date the proposal will be grounds for rejection.

For the convenience of the Borough and Saxman, respondents are asked to include 3 paper copies and 1 copy in electronic format (MS Word or text-searchable PDF-document in electronic format) of the Part One proposal. Because the printed and electronic copies are for the Borough and Saxman's convenience, failure to provide the requested copies will not be grounds for rejection. However, if a respondent does not provide the copies, that respondent's proposal will receive a lower score for the criterion dealing with the form and content of the proposal.

Important note: The Part One Proposal and copies of Part One Proposal must exclude all price proposal information.

Part Two: Price Proposal Component

Submit 1 set of the Part Two price proposal component enclosed in a separate sealed envelope placed within the sealed envelope or box containing the Part One proposal.

Each price-proposal component must be signed and dated by the person who prepares it. If that person is not authorized to bind the respondent, the price-proposal component must also be signed by a person who is authorized to bind the respondent.

Failure to properly sign and date the Part Two Price Proposal Component and to include it in a separate sealed envelope inside the sealed envelope or box containing the Part One proposal will be grounds for rejection.

The surety bond, if required, shall be included in the sealed envelope containing the price proposal component.

For the convenience of the Borough and Saxman, respondents are asked to include 1 copy in electronic format (MS Word or text-searchable PDF-document in electronic format) of the Part Two Price Proposal Component.

Important note: If a respondent provides the requested electronic copy of the Part Two Price Proposal Component, it must also be sealed with the Part Two Price Proposal Component. Failure to properly seal the copy of a Part Two Price Proposal Component will be grounds for rejection.

However, because the electronic copy is for the Borough and Saxman's convenience, failure to provide the requested copy will not be grounds for rejection. If a respondent does not provide the copy, that respondent's proposal will receive a lower score for the criterion dealing with the form and content of the proposal.

The envelope containing the price proposal component (price proposal, electronic copy of the price proposal, and surety if required) must be clearly marked on the outside as the price proposal component.

Respondent's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation. Proposals submitted by fax will not be accepted.

INQUIRY DEADLINE

Questions, objections, or protests relating to defects, errors, omissions regarding the project or this RFP should be submitted in writing no later than the date and time specified in this RFP. Substantive issues will be addressed in a written addendum to the RFP.

Address questions to:

**Borough Procurement Officer
Amy Briggs
Telephone: 907-228-6637**

Fax: 907-228-6698
E-mail: amyb@kgbak.us

DELIVERY INSTRUCTIONS

Proposals must be received by the Borough Clerk by the deadline specified in this RFP.

Be aware that Ketchikan is considered a remote location and, as such, mail and special deliveries by couriers to Ketchikan are commonly delayed beyond the advertised guaranteed arrival of carriers and couriers.

Proposals must be delivered to:

**Borough Clerk
Kacie Paxton
Ketchikan Gateway Borough
1900 First Avenue, Suite 230
Ketchikan, Alaska 99901**

INSURANCE AND LEGAL REQUIREMENTS FOR SELECTED CONTRACTOR

INSURANCE

Before execution of a contract, and during the entire period of the project, the contractor shall provide the types of insurance listed below. All policies shall have a mandatory 30-day cancellation clause. The City of Saxman shall be named as additional insured on all insurance policies except professional liability policies. Insurance certificates will be required to be submitted for review by the Borough's Procurement Officer before the Borough and/or Saxman will issue a notice to proceed. Unless specifically marked "not applicable" or "n/a" below, the following insurances are required:

Workers' compensation as required by law and employer's liability coverage at a minimum of \$1,000,000. The Workers' compensation policy shall include a Waiver of Subrogation in favor of the City of Saxman.

Commercial general liability insurance, contractual liability or product/completed operation liability insurance - \$1,000,000 per occurrence and \$2,000,000 aggregate.

Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned, automobile - \$1,000,000 per each accident.

Professional liability insurance covering errors and omissions at \$1,000,000 per claim.

SURETY REQUIREMENTS

LICENSES AND REGISTRATION: Before execution of a contract, the successful bidder or proposer must have a current State of Alaska business license, must have a current

sales tax registration on file with the Borough, and must be in good standing in terms of sales tax, property tax, and all other taxes, fees, and monies due to the Borough and Saxman.

COMPLIANCE WITH LAWS

The Contractor shall observe and abide by all applicable laws, regulations, ordinances and other rules of the State of Alaska and/or any political subdivisions thereof, or any other duly constituted public authority wherein work is done or services performed, and further agrees to indemnify and save Saxmna harmless from any and all liability or penalty which may be imposed or asserted by reason of the Contractor's failure or alleged failure to observe and abide thereby.

SELECTION CRITERIA

Responsive proposals to this RFP will be reviewed by a Proposal Review Team (PRT) appointed by the Borough Manager or Saxman Administrator. The Borough Manager or Saxman Administrator, at its discretion, may replace members of the PRT at any time. The top-ranked respondents may be short-listed. The PRT may, at its discretion, decide to interview the short-listed firms. The PRT will present its rankings of the respondents to the Borough Manager for consideration. After reviewing the PRT's recommendations, the financial resources, and following a 5-day protest period, the Saxman Administrator may present a recommendation to the Saxman City Counsel for its consideration. The goal is to award the contract to the Proposer that best meets the selection criteria set out in this RFP. Final action will be solely at the discretion of the Saxman.

The selection will be made on the basis of qualifications offered in accordance with the criteria listed in this RFP. The Borough and Saxman reserves the right to cancel this procurement effort. The Borough and Saxman will not reimburse respondents for any costs of preparation or submission of proposals.

All interested firms who plan to submit a proposal must register with the Borough by sending an email to the Procurement Officer stating the company name, address, telephone number, and fax number.

A confirming email will be sent within one working day of registration. Potential respondents who do not receive this confirmation should contact the Borough via phone to complete the registration process.

PROPOSAL SCORING

Each proposal will be initially rated independently by each member of the PRT. The PRT members will then meet to discuss the proposals and initial scores. PRT members may change their scores following the meeting of the PRT. Scores may be further modified as a result of oral interviews. The final score will be based on the average of all final scores by the individual members of the PRT. The Proposer whose proposal is scored the highest may be asked to either negotiate a final Agreement or, if required, clarify their current proposal into a best and final offer. If negotiations are not successful with the top

rated Proposer, negotiations may commence with the next highest rated Proposer until an Agreement is reached, or Saxman, at its sole discretion, elects to cancel the solicitation. The PRT will rate all proposals according to the form and content submitted. Saxman reserves the right to award a contract solely on the written proposal or through negotiations. The Borough and/or Saxman further reserves the right to reject any and all proposals submitted.

The total score of all criteria combined will dictate the ranking of offers. Each offer will be evaluated based on the criteria provided below. The maximum weight (score) for each criterion is also provided.

Evaluators may investigate and discuss factual knowledge of Proposers' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, et cetera, and may contact listed references or other persons knowledgeable of a Proposer's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed.

ORAL INTERVIEWS

The Borough and/or Saxman reserves the right to request oral interviews with the highest ranked/rated firms. The purpose of the interviews is to allow expansion upon the written responses. A second score sheet will be used to score those firms interviewed. The final selection will be based on the total of all PRT member scores achieved on the second rating. The same criteria and point ranges will be used during the second evaluation.

CONTRACT NEGOTIATIONS

If contract negotiations are unsuccessful with Proposer(s) selected for negotiation, the Borough and/or Saxman may either cancel the solicitation or negotiate with other Proposers in the order of ranking. After completion of successful negotiations, a Notice of Award/Protest will be provided to all Proposers.

In the manner provided in the request for proposals, the manager may negotiate with those responsible proponents whose proposals are determined by the manager to be reasonably responsive to the request for proposals. Negotiations shall be used to clarify and assure full understanding of the requirements of the request for proposals. The manager may permit proponents to revise their proposals after submission and prior to award to obtain best and final offers. Proponents deemed eligible for negotiations shall be treated equally regarding any opportunity to clarify and revise proposals. In conducting negotiations or requesting revisions, neither the manager nor any other borough or Saxman officer or employee shall disclose any information derived from proposals of competing proponents.

REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:

The narrative portion and the materials presented in response to this Request for Proposal shall be submitted in the same order as requested and must contain at a minimum, the following:

EVALUATION CRITERIA

1. FORM AND CONTENT

This criterion reflects the extent to which the proposal (1) is well organized (e.g., narrative and materials presented in response to this RFP submitted in the same order as requested), (2) is void of material that is neither required nor desired (as addressed in “Proposal Content and Format” section above), (3) does not exceed the suggested maximum number of pages (as addressed in “Proposal Content and Format” section above), and (4) includes the requested copies of the proposal for Part One and Part Two.

1. FIRM QUALIFICATIONS / RELEVANT PROJECT EXPERIENCE

- A. List Project Manager and any other key supervisors anticipated to provide services called for in this RFP. Briefly describe their qualifications, experience, training, certifications or licenses related to these services. Discuss past project experience similar to this project. List a minimum of three relevant past project and owner contacts.
- B. Describe how your firm will approach this contract if selected, how the job will be staffed, travel time policy (if relevant), resources, and structure on data reporting.
- C. Describe your understanding of the project and its objectives.
- D. Does your firm have any services that will be performed by a subcontractor(s)? If so, please list them and which services they will be performing and their relevant qualifications.

2. WORKLOAD AND RESOURCES

- A. Provide current and potential time commitments for the proposed project staff, adequacy of facilities and other resources necessary to provide their services as required.
- B. Provide a schedule and proposed timeline for delivery of the project. Schedule should assume receiving NTP 30 days from June 7, 2024, and highlight any milestone events, including Substantial and Final Completion.

3. DEVELOPMENT PLAN

- A. Proposals shall include a Narrative Work Plan that demonstrates comprehension of the objectives and Scope of Services anticipated by this RFP, without merely duplicating the Scope of Services provided in this RFP.

The Narrative Work Plan must clearly describe and detail the Offeror's proposed approach to timely perform and complete all services required by the RFP.

- A. Proposals shall include a detailed development plan for how they will accomplish the number of units intended to be built and which lot they will be

built upon. Proposers shall indicate the number of bedrooms in each proposed unit. Saxman is seeking a preliminary design concept through the proposal process that provides a Design Concept, Site Plan, Elevation, and basic floor plan.

- B. It is Saxman's desire that at least one unit per housing structure be wheelchair accessible. Any proposal containing one accessible unit per development shall be awarded three points. If proposals contain more than the minimum recommended number, shall be awarded five points.

4. CONSIDERATION OF RESIDENTIAL DWELLINGS

- A. Indicate the number and types of units being accounted for within each structure or structures. The highest score will be awarded to the firm that proposes the most units constructed within the project timeline, per submitted budget.

The highest number of units will be awarded the maximum points, within the budget available for this project. Lower number of units will receive a reduced award of points.

Proposer's Score = $([\text{Maximum Points Available}] \times ([\text{Lowest Units Proposed}] / [\text{Proposer's Units}])$

EXAMPLE: Highest Units Receives 50 points.

Firm A proposes 12 Units; Firm B proposes 9 Units and Firm C proposes 8 Units.

Firm A: $(50 \times (12 \div 12)) = 50$ points

Firm B: $(50 \times (9 \div 12)) = 37.5$ points

Firm C: $(50 \times (8 \div 12)) = 33.33$ point

NOTE: The PRT will not review Price Proposals until after Evaluation Criteria 1- 3 have been reviewed and scored.

5. PRICE

- A. In addition to a technical proposal, the prospective contractor shall prepare a detailed cost proposal for the work herein. Costs shall be segregated to show staff hours, rates, and classifications, and administrative overhead. No scoring is attached to the Price Proposal; however, the price proposal will be reviewed with consistency with the other criteria.
- B. Price proposals shall be broken down into the services required in Section 2 of the Scope of Work.

	EVALUATION CRITERIA	POINTS	PRT SCORE	WEIGHTED SCORE
	Firm & Individual Qualifications, Experience, Workload and Resources, and Price: Evaluation will examine the Contractor's qualification, experience and resources in conducting the Project. The maximum total score is 100 points.			
1.	FORM AND CONTENT OF PROPOSAL: Whether the proposal is (1) well organized, (2) void of material that is neither required nor desired, (3) does not exceed the suggested maximum number of pages, and (4) includes the requested copies of the proposal for Part One and Part Two	0		
2.	FIRM QUALIFICATIONS : 25 points			
	a) Qualifications, experience, training, certifications and licenses for project manager and key supervisors anticipated to provide services called for under this RFP.	10		
	b) Approach to performing work called for under this RFP (how the job will be staffed, travel time policy [if relevant], resources, and structure on data reporting).	5		
	c) Respondent's understanding of the project and its objectives	5		
	d) Subcontractor Qualifications.	5		
2.	WORKLOAD AND RESOURCES: 25 points			
	a) Provide current and potential time commitments for the proposed project staff, adequacy of facilities and other resources necessary to provide their services as required.	5		

	EVALUATION CRITERIA	POINTS	PRT SCORE	WEIGHTED SCORE
	b) Provide a schedule and proposed timeline for delivery of the project. Schedule should assume receiving NTP 30 days from June 7, 2024, and highlight any milestone events, including Substantial and Final Completion.	20		
3.	DEVELOPMENT PLAN: 20 points			
	a) Proposals shall include a detailed development plan for how they will accomplish the number of units intended to be built and which lot they will be built upon. Proposers shall indicate the number of bedrooms in each proposed unit.	15		
	b) It is Saxman's desire that at least one unit per housing structure be wheelchair accessible. Any proposal containing one accessible unit per development shall be awarded three points. If proposals contain more than the minimum recommended number, shall be awarded five points.	5		
4.	CONSIDERATION OF RESIDENTIAL DWELLINGS: 30 points			
	a) Indicate the number and types of units being accounted for within each structure or structures. The highest score will be awarded to the firm that proposes the most units constructed within the project timeline, per submitted budget.	30		
4.	PRICE PROPOSAL: 0 points	0		

PROJECT OVERVIEW

PROJECT SUMMARY

The Ketchikan Gateway Borough, on behalf of the City of Saxman, is seeking proposals from qualified contractors to undertake a design build low-income housing development project. The project aims to provide affordable and sustainable housing for low-income residents in our community. The contractor will be responsible for designing and constructing a minimum of 8 housing units, ensuring compliance with all relevant standards, and delivering a fully functional and habitable development by August 15, 2025.

PROJECT SITE

The City of Saxman has identified the following available lots for potential development:

1. Parcel No. 852140046060, on Eagle Avenue and described as Lot 9A of Block 23 Saxman Indian Village Townsite as shown on the official plat of USS 1652A
2. Parcel No. 852140063000, at 2707 Bear Clan Street and described as Lot 2, Block 3, Located in the townsite of Saxman, Alaska, as shown on the official plat of U.S. Survey 1652
3. Parcel No. 852140018070, on Killer Whale Avenue, described as lot 7 of Block 20 Saxman Subdivision as shown on the official plat of USS 1652A
4. Parcel Nos. 852140080800 and 852140080900, at the corner of Coho Road and Wolf Street, described as lots 11 and 12 of Block 24 Saxman Indian Village Townsite as shown on the official plat of USS 1652A (in the process of being consolidated)
5. Lots 1 and 2 of Block 19 Saxman Indian Village as shown on the official plat of USS 1652A, located at the corner of Eagle and Frog (in the process of being consolidated)

The final selection of parcels utilized in the project shall be made at the sole discretion of the City of Saxman. The subject parcels are subject to approval of use and/or disposal in accordance with the requirements defined in the Saxman Municipal Code.

A property map is included as Attachment A.

PROJECT SCHEDULE

Note: Project Schedule subject to change after closing date.

- Request for Proposals Issued: May 10, 2024
- Pre-Proposal Site Visit: 2:00 P.M. May 22, 2024
- Deadline for questions, objections, or protests relating to defects, errors, omissions regarding the project or this RFP: 12:00 P.M. / May 24, 2024
- Proposals Due: 3:00 P.M. / June 4, 2024
- Proposal Review Meeting: June 5, 2024
- Interviews (If held): June 5/6, 2024
- Notice of Intent to Award: June 5/6, 2024

SCOPE OF WORK

The Ketchikan Gateway Borough (Borough) on behalf of the City of Saxman (Saxman) hereby invites qualified contractors to undertake a design build low-income housing development project in Saxman, Alaska.

The City of Saxman was awarded a \$4,500,000 Last Frontier Housing Initiative (LFH) Grant from State of Alaska, Alaska Housing Finance Corporation (AHFC). Up to an additional \$400,000 in matching funds may be provided. Per the award, the City of Saxman must newly construct no fewer than eight (8) rental housing units to be owned and operated by the City of Saxman as part of a low-income housing initiative, with substantial completion date of August 15, 2025

This contract does not create a contractual relationship with the Ketchikan Gateway Borough or the Alaska Housing Finance Corporation. Privity of contract shall exist solely between the City of Saxman and the selected contractor.

1. Detailed Specifications

The contractor shall adhere to the following specifications:

- a. **Design:** The housing development should be designed to accommodate a minimum of 8 residential units. The contractor shall consider sustainable and energy-efficient design principles. The design should also comply with all local, state, and federal regulations and building codes. All work shall comply with the *2021 International Residential Code* or later.
- b. **Construction:** The contractor shall be responsible for all construction activities, including site preparation, utility installation, foundation, framing, roofing, electrical, plumbing, HVAC, and finishing. The housing units should be designed for durability, comfort, and energy efficiency.
- c. **Materials:** Proposals shall include a schedule of proposed materials and manufacturers. All materials used must meet or exceed industry standards and comply with relevant codes. The contractor shall utilize environmentally-friendly and sustainable materials whenever possible. All materials exposed to weather shall be accompanied by industry standard warranties. The Owner reserves the right to negotiate the materials in advance of contract award.

The materials schedule shall include, but not be limited to:

1. Roofing
2. Siding
3. Windows
4. Exterior Doors
5. Interior Doors
6. Door Hardware
7. Floor Finishes
8. Base Trim
9. Cabinets

- 10. Countertops
- 11. Kitchen Plumbing fixtures
- 12. Bathroom Plumbing Fixtures
- 13. Luminaires

- d. **Appliances:** must meet energy star standards to the greatest extent practicable.
- e. **Accessibility:** The housing development should be designed to be accessible for individuals with disabilities, including ADA compliant pathways, ramps, and doorways. The units should also include features that support the needs of residents with disabilities.
- f. **Security:** The housing development should include adequate security measures, such as well-lit common areas, secure entrances, and fire safety systems, if required.

2. Service Requirements

The services required for this project include:

- a. **Project Management:** The contractor shall provide a dedicated project manager who will oversee all aspects of the project, including design, construction, quality control, and scheduling.
- b. **Architectural Design:** The contractor shall employ qualified architects to develop detailed architectural plans and drawings for the housing development. The design should be both functional and aesthetically pleasing.
- c. **Engineering:** The contractor shall engage experienced engineers to ensure that all structural elements and systems meet the required standards for safety, durability, and energy efficiency.
- d. **Permits and Approvals:** The contractor shall take responsibility for obtaining all necessary permits and approvals from relevant authorities before commencing construction.
- e. **Construction:** The contractor shall provide skilled labor, materials, tools, and equipment necessary to complete the construction of the housing development. All construction activities shall be carried out in a professional and organized manner.
- f. **Quality Control:** The contractor shall conduct regular quality checks and inspections at various stages of construction to ensure that the project meets all specified requirements and standards. Including concrete and geotechnical testing.
- g. **Project Documentation:** The contractor shall maintain accurate and up-to-date project documentation, including drawings, specifications, permits, and inspection reports, submittals, cutsheets, shop drawings, authorizations, as-builts, warranties, and other project documents.
- h. **Communication:** The contractor shall establish effective communication channels with the Ketchikan Gateway Borough and the City of Saxman and provide weekly progress updates throughout the duration of the project.

- i. **Post-Construction Support:** The contractor shall provide a warranty for the housing development and address any deficiencies or issues that arise within a specified period after project completion.

3. Delivery Requirements

The contractor shall adhere to the following delivery requirements:

- a. **Timeline:** The project must be substantially completed by August 15, 2025, with final completion and certificate of occupancy no later than September 30, 2025.
- b. **Progress Reports:** The contractor shall provide weekly progress reports to the Ketchikan Gateway Borough and City of Saxman, detailing work completed, milestones achieved, and any challenges encountered.
- c. **Coordination:** The contractor shall coordinate with all relevant stakeholders, including the Ketchikan Gateway Borough, the City of Saxman, utility providers, and any other involved parties, to ensure a smooth and efficient delivery process.
- d. **Inspections:** The construction shall be subject to periodic inspections by authorized representatives of the Ketchikan Gateway Borough and City of Saxman to ensure compliance with specifications and standards.
- e. **Handover:** Upon completion, the housing development shall be handed over to the City of Saxman, including all marked-up documentation, plans and warranties, utility accounts, and keys.

Interested contractors are invited to submit their proposals, outlining their qualifications, approach to the project, pricing, and references. The PTR will evaluate the submitted proposals based on a predetermined set of criteria, and the successful contractor will be awarded the project.

Records:

All designs, drawings, specification, notes, artwork, manuals, software, copyrightable works, patentable works, and all other works developed in the performance of this Agreement are produced for and remain the property of AHFC and may be used by AHFC for any other purpose without additional compensation to the Grantee. All designs, drawings, specification, notes, artwork, manuals, software, copyrightable works, patentable works, and all other works developed by Grantee prior to the performance of this Agreement shall remain the property of Grantee. The Grantee and AHFC shall retain the right to use any and all materials produced or developed under this Agreement for the purposes of internal research and development and/or education. Grantee agrees not to assert any rights and not to establish any claim under the design, patent, trademark, or copyright laws of the United States of America or the State of Alaska for works developed in the performance of this Agreement. The Grantee, for a period of three (3) years after the final payment under this Agreement, agrees to furnish and provide access to all retained materials at the request of AHFC.

ALASKA HOUSING FINANCE CORPORATION REQUIRED ASSURANCES:

Property Standards

The project must meet the following property standards:

1. National Standards for the Physical Inspection of Real Estate (NSPIRE) established at 24 CFR 5.701.
2. All applicable local building codes, the State's Building Standard (AS.56.300) as implemented by 15 AAC 150.030 and Building Energy Efficiency Standard (BEES) (AS 46.11.040) as implemented by 15 AAC 155.010.
3. All applicable local codes, rehabilitation standards, ordinances, and zoning ordinances.
4. Accessibility requirements at 24 CFR part 8 which implements Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 USC 3601-3619).

Applicable Federal Laws

1. Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations 24 CFR part 100.
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1; Executive Order 11246 (3 CFR 1964-65, Comp., page 339)(Equal Employment Opportunity), as amended by Executive Orders 11375 and 12086, and the implementing regulations issued at 41 CFR chapter 60.
3. Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146.
4. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., page 652 and 3 CFR, 1980 Comp., page 307) (Equal Opportunity in Housing), and implementing regulations at 24 CFR part 107.
5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR part 8.
6. Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women Business Enterprise).
7. Drug Free Workplace Act of 1988 (41 U.S.C. 701).

8. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24; HOME policies for relocation assistance (24 CFR part 92.353). SRO projects: 24 CFR 882.803(d).
9. Davis-Bacon Act (40 U.S.C. 276a - 276a-5) and Contract Work Hours and Safety Standards Act (40 U.S.C. 327 -332). Projects with 12 or more HOME-Assisted units.
10. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.) and the implementing regulations at 24 CFR part 35.
11. Uniform Administrative Requirements (24 CFR 92.205): Non-profit organizations must meet requirements of OMB Circular No. A-122 and A-110.
12. Debarment and Suspension (24 CFR 92.357).
13. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128).

Summary of Building Inspection (PUR-102) and BEES Certification (PUR-101) Requirements

The Summary of Building Inspection (PUR-102) requirements are as follows:

1. If your project is being constructed in a community without a recognized building department, a PUR-102 form is required. This form must be completed by the building inspector at various stage of project development, not just when the project is complete. The PUR-102 can only be completed by:
 - a. An engineer, licensed under AS 08.48, who was not employed as the engineer for the project, or a member of the firm that was (any project size);
 - b. An architect, licensed under AS 08.48, who was not employed as the architect for the project, or a member of the firm that was (any project size);
 - c. An International Construction Code (ICC) certified inspector for “commercial” construction (any project size);
 - d. A “New Home or Joint Registration” inspector licensed under AS 08.18 is eligible to sign PUR 102 Forms for properties that are 1-4 units only;
 - e. An International Construction Code (ICC) certified inspector for “residential” construction (1-2 units). Exceptions can be made on a case by case basis for projects of three or more where the units are less than three stories in height with separate means of egress and accessory structures and each unit extends from foundation to roof with open spaces on at least two sides.

The Building Energy Efficiency Standard (BEES) Certification is required for new construction activities after January 1st, 1992. NOTE: The BEES Standard will change to the International Energy Conservation Code as of April 1, 2007. It sets minimum standards for thermal resistance, air leakage, moisture protection, and ventilation as they relate to efficient use of energy in buildings. There are four methods through which compliance can be achieved:

1. Prescriptive Method, which specifies minimum R-values for a building.
2. Performance Method, which requires calculations, but allows for some trade-offs with building components.
3. Building Budget Method, requiring extensive calculations generally performed by computing software, such as AkWarm or Hot-2000.
4. Energy Rating Method (performed by an energy rater using AkWarm computer software), which requires an energy rating of 4 Star Plus or higher. (An Energy Efficiency Interest Rate Reduction (EEIRR) is available for homes with an energy rating of 5 Star and 5 Star Plus). Compliance with BEES must be certified with the PUR-101 document. Depending on the method used, compliance may be certified by an energy rater, a licensed architect, engineer, ICC inspector, contractor, building owner or mechanical contractor (ventilation only) if they meet BEES Compliance Certification requirements. AHFC maintains a list of agencies and individuals who are certified to perform BEES Compliance Certifications and the PUR-102 and PUR 101 forms at:

<https://www.ahfc.us/pros/builders/building-energy-efficiency-standard>

15 AAC 154.800. Prohibited activities.

1. No board member, officer, or employee of the grantee shall have any personal or financial interest in any contract or subcontract for work to be performed in connection with the activities assisted under the grant agreement.
2. No member of the grantee shall have any personal or financial interest in any contract or subcontract for work to be performed in connection with the activities assisted under the grant agreement which provides such person with an excess benefit. For purposes of this section, "excess benefit" means any economic benefit provided to the named persons in consideration of work performed or to be performed by such person under any grant, contract or subcontract funded in whole or in part by the grant which exceeds the reasonable fair market value of work performed, as determined by a competitive process or by a qualified independent third party.
3. No member of the governing body of the jurisdiction in which the project is undertaken or located and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure shall have any personal or financial interest in any contract or subcontract for work to be performed in connection with the activities assisted under the grant agreement.
4. No grant funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to influence the approval or defeat of any ballot issue or to lobby any state agency or member or employee of the legislature.
5. No grant funds may be used by or on behalf of the grantee to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, or an employee of a member of Congress or in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal

amendment or modification of any federal contract, grant, loan or cooperative agreement.

6. No grant funds may be used for payment of any bonus or commission for the purpose of obtaining approval or concurrence under the grant agreement provided, however, that reasonable fees of a bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as grant project costs.
7. The grantee shall include in all subcontracts a provision prohibiting the expenditure of grant funds for purposes prohibited by (a) - (f) of this section and shall require certification by such subcontractors of compliance with those provisions.

Chapter 36.25. CONTRACTORS' BONDS

Decisions –

This chapter is modeled after the federal Miller Act, 40 U.S.C. Sec. 270a et seq. State ex rel. Palmer Supply Co. v. Walsh & Co., 575 P.2d 1213 (Alaska 1978). Collateral Refs -7 Am. Jur. 2d, Contractors' Bonds, Sec. 25-72; 64 Am. Jur. 2d, Public Works and Contracts, Sec. 105-136. 72 C.J.S. Supplement, Public Contracts, Sec. 41-61; 81A C.J.S., States, Sec. 291-310. Right of contractor with federal, state, or local public body to latter's immunity from tort liability. 9 ALR3d 382.

Sec. 36.25.010. Bonds of Contractors for Public Buildings or Works.

- A. Except as provided in AS 44.33.300, before a contract exceeding \$100,000 for the construction, alteration, or repair of a public building or public work of the state or a political subdivision of the state is awarded to a general or specialty contractor, the contractor shall furnish to the state or a political subdivision of the state the following bonds, which become binding upon the award of the contract to that contractor:
- B. a performance bond with a corporate surety qualified to do business in the state, or at least two individual sureties who shall each justify in a sum equal to the amount of the bond; the amount of the performance bond shall be equivalent to the amount of the payment bond;
- C. a payment bond with a corporate surety qualified to do business in the state, or at least two individual sureties who shall each justify in a sum equal to the amount of the bond for the protection of all persons who supply labor and material in the prosecution of the work provided for in the contract; when the total amount payable by the terms of the contract is not more than \$1,000,000, the payment bond shall be in a sum of one-half the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract is more than \$1,000,000 and not more than \$5,000,000, the payment bond shall be in a sum of 40 percent of the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract is more than \$5,000,000, the payment bond shall be in the sum of \$2,500,000.

- D. This section does not limit the authority of a contracting officer to require a performance bond or other security in addition to those, or in cases other than the cases specified in of this section.
- E. When no payment bond has been furnished, the contracting department may not approve final payments to the contractor until the contractor files a written certification that all persons who supplied labor or material in the prosecution of the work provided for in the contract have been paid.

History –

- A. (Sec. 1 ch 49 SLA 1953; am Sec. 1 ch 77 SLA 1964; am Sec. 14 ch 142 SLA 1972; am Sec. 1, 2 ch 180 SLA 1976; am Sec. 8 ch 277 SLA 1976; am 34 ch 108 SLA 1982)

Decisions –

Purpose. - The purpose of this section and AS 36.25.020 is to protect persons who furnish labor or material for a state public works project from the risks of nonpayment. In exchange for providing such protection, the state is assured that material and labor will be readily furnished for its projects. State ex rel. White v. Neal & Sons, 489 P.2d 1016 (Alaska 1971).

Like its federal counterpart, Alaska's statute is designed to protect persons who furnish labor or material for a state public works project from the risks of nonpayment. State ex rel. Palmer Supply Co. v. Walsh & Co., 575 P.2d 1213 (Alaska 1978).

Weight given to federal case law interpreting federal act. - In resolving disputes brought under this section, the supreme court will give more weight to principles derived from federal case law interpreting the Miller Act (40 U.S.C. Sec. 270a et seq.) than to general common-law principles governing debtor-creditor relations. State ex rel. Palmer Supply Co. v. Walsh & Co., 575 P.2d 1213 (Alaska 1978).

Rights of persons furnishing labor or material. - See notes under AS 36.25.020.

Bonds required. - A payment bond as well as a performance bond is required for public contracts by this section. State ex rel. White v. Neal & Sons, 489 P.2d 1016 (Alaska 1971).

A Miller Act bond covers repair for incidental damages and ordinary wear and tear. McGee Steel Co. v. State ex rel. McDonald Indus. Alaska, Inc., 723 P.2d 611 (Alaska 1986).

Presumption. - Since under this section the awarding of the contract, and necessarily the making of payments under the contract, is conditioned upon the furnishing of a payment and performance bond, it may be concluded from the fact that payments were made under the contract that the required bond had been furnished the state. Such a conclusion is based upon the presumption that official duty has been regularly performed and that state officials would not have awarded the contract and made progress payments had the required bond not been filed. United Bonding Ins. Co. v. Castle, 444 P.2d 454 (Alaska 1968).

State duty to investigate validity of bonds. - The State of Alaska has the duty to investigate the validity of payment and performance bonds on state construction projects. *Arctic Contractors v. State*, 564 P.2d 30 (Alaska 1977).

For cases arising after 1972, there is no doubt about who has the duty to check the validity of public construction contract bonds, since in 1972 AS 36.05.035 was enacted, placing the burden of verifying such bonds on the state or its political subdivision. *Arctic Contractors v. State*, 564 P.2d 30 (Alaska 1977).

Although absent from this section, the burden on the contracting officer to determine the vitality of the surety can be read into the language "the contractor shall furnish to the state . . . a performance bond with a corporate surety qualified to do business in the state. . . ." *Arctic Contractors v. State*, 564 P.2d 30 (Alaska 1977).

Construction contractors have a continuing obligation to provide the required bonds even if the state does not discover defects in the bonds until after their acceptance. *Arctic Contractors v. State*, 564 P.2d 30 (Alaska 1977).

Burden of proof as to agency –

The purpose of this section and AS 36.25.020 is best served by placing the burden of proof as to agency on the insurance company, particularly in light of the insurance company's far superior access to the facts surrounding the agency. *State ex rel. White v. Neal & Sons*, 489 P.2d 1016 (Alaska 1971). Liability of surety. - Unless an item is furnished for and used on the bonded project, the surety should not be liable. *McGee Steel Co. v. State ex rel. McDonald Indus. Alaska, Inc.*, 723 P.2d 611 (Alaska 1986).

A sub-contractor cannot recover on a prime contractor's payment bond for materials provided by the sub-subcontractor, when the contract (between the prime contractor and the owner) covered by the bond was for labor only. *SKW/Eskimos, Inc. v. Sentry Automatic Sprinkler Co.*, 723 P.2d 1293 (Alaska 1986).

Subrogation right of surety –

A surety who completes a contract or satisfies the claims of laborers and materialmen has established a subrogation right to all funds, progress payments, or retained percentages which are in the hands of the contractee. *Reliance Ins. Co. v. Alaska State House. Auth.*, 323 F. Supp. 1370 (D. Alaska 1971).

The contractor or principal of the surety agreement cannot give an assignee a greater right in a retained percentage than that given the surety so long as the surety performs under the agreement. *Reliance Ins. Co. v. Alaska State House. Auth.*, 323 F. Supp. 1370 (D. Alaska 1971).

Where the surety had assumed and completed the principal's contract and claimed monies due and payable to the contractor in the way of a progress payment at the time of default, and the assignee of the contractor had also made claim to the progress

payment, the surety's claim to the progress payments was granted. *Reliance Ins. Co. v. Alaska State House. Auth.*, 323 F. Supp. 1370 (D. Alaska 1971).

Debtor's power to designate account to which his payment should be applied. - A debtor, who is under a duty to a third person to apply funds he tenders to his creditor to a particular account, has the power to so designate that account as the one to which payment should be applied. The creditor is under a correlative duty to apply the money as directed by his debtor, even though he does not consent to the debtor's wishes. This principle does not depend upon misconduct or fraud. *State ex rel. Palmer Supply Co. v. Walsh & Co.*, 575 P.2d 1213 (Alaska 1978).

Creditor's duty to apply payment to certain account –

Where there is sufficient evidence that a creditor knew or at least had reason to know that money received from a debtor came from a third party for application to a particular job account, the creditor was under a duty to apply the payment to such account. *State ex rel. Palmer Supply Co. v. Walsh & Co.*, 575 P.2d 1213 (Alaska 1978).

Cases interpreting the Miller Act (40 U.S.C. Sec. 3131, 3132) hold that when a creditor knows, or has reason to know, that the money paid to him is received from a particular bonded project, it is the creditor's duty to apply the payment received against the account for that project. *State ex rel. Palmer Supply Co. v. Walsh & Co.*, 575 P.2d 1213 (Alaska 1978).

State did not waive right to require replacement bonds –

State did not waive its right to require and was not stopped from requiring the contractor on a 1962 construction project to obtain new bonds as replacements for bonds found defective after they had been accepted by the state and after the contractor had commenced work. *Arctic Contractors v. State*, 564 P.2d 30 (Alaska 1977).

No private cause of action against political subdivision. - Trial court properly granted defendant school district's summary judgment motion, and ruled that this section does not provide a private cause of action against a political subdivision. *Imperial Mfg. Ice Cold Coolers, Inc. v. Shannon*, 101 P.3d 627 (Alaska 2004).

Contract for the delivery of "cover material" to a solid refuse landfill operated by the municipality of Anchorage was a supply contract which did not come within the scope of this chapter's bonding requirement. *Municipality of Anchorage v. Tatco, Inc.*, 774 P.2d 207 (Alaska 1989).

Collateral Refs –

Liability on bid bond for public works. 70 ALR2d 1370.

Responsibility of construction contractor or his bond to contractee for defects or insufficiency of work attributable to plans and specifications furnished by latter, his engineer or architect. 6 ALR3d 1394.

Construction of attorney's fees provision in contractor's bond. 8 ALR3d 1438.

Building contractor's liability, upon bond or other agreement to indemnify owner, for injury to death of third persons resulting from owner's negligence. 27 ALR3d 663.

Liability of builder or subcontractor for insufficiency of building resulting from latent defects in materials used. 61 ALR3d 792.

Liability of subcontractor upon bond or other agreement indemnifying general contractor against liability for damage to person or property. 68 ALR3d 7.

Validity and construction of "no damage" clause with respect to delay in building or construction contract. 74 ALR3d 187.

Construction contract provision excusing delay caused by "severe weather". 85 ALR3d 1085.

Liability of termite or other pest control or inspection contractor for work or representations. 32 ALR4th 682.

What constitutes "public work" within statute relating to contractor's bond. 48 ALR4th 1170.

PROPOSAL CHECKLIST

This Proposal Checklist is a summary of the forms and materials required as part of your firm's proposal. Respondents are urged to thoroughly read the entire proposal. It may be helpful to use this checklist to help ensure compliance with the submission requirements.

Place a check mark (✓) in the box next to each qualification when completed.

PROCEDURAL QUALIFICATIONS

- Respondents must be registered (company name, address, telephone number, and fax number) with the Borough Procurement Officer as indicated in this solicitation.
- Proposals must be received in the Office of the Borough Clerk no later than the date and time indicated in solicitation.

FORM AND CONTENT OF PROPOSALS

- Proposals must be in a sealed envelope or box clearly marked with the name of the project on the outside of the envelope or box in order to be considered responsive.
- The proposal (exclusive of the price-proposal component) must be submitted.
- At least three printed copies of the proposal (exclusive of the price-proposal component) are requested for the convenience of the Borough and Saxman (one of the copies should be suitable for copying, specifically it should not be bound and it should be printed on one side of 8.5-inch by 11-inch white paper).
- At least one copy of the complete proposal (exclusive of the price-proposal component) in electronic format (MS Word or text-searchable PDF-document in electronic format) is requested for the convenience of the Borough and Saxman.
- Respondents must list and acknowledge receipt of each Addendum on the Proposal Documentation form by signing in the space provided and listing the date that it was received.
- Respondents must fill out the Subcontractors List included in the Proposal Documentation indicating the name(s) of any anticipated subcontractors for the proposed project. Use multiple pages if necessary. For portions of the work where a subcontractor will be selected by competitive proposals at a later date enter the type of Work to be subcontracted followed by "To be Determined". For example: "Electrical – To Be Determined". If the use of subcontractors is not anticipated, "N/A" or "NONE" is to be written on the form.

- The Proposal Documentation must be signed by an individual authorized to bind the respondent. All proposers, other than individuals, must include evidence of authorization to sign on behalf of the corporation, partnership, limited liability company, or other organization. Failure to provide evidence of authority to sign on behalf of the respondent will not be grounds for rejection if the Borough and/or Saxman are able to confirm the authority of the signer to bind the respondent.
- The Price Proposal must be submitted in a separate sealed envelope marked as the price proposal component. The separate sealed and marked envelope containing the price proposal must be placed within the sealed envelope or box containing the proposal. Price proposals must be submitted on the forms supplied.
- One electronic copy of the Price Proposal is requested for the convenience of the Borough and Saxman. If provided, the electronic copy must be included in the separate sealed envelope marked as the price proposal component.
- The proposal must acknowledge and submit a signed copy of the federal clauses.
- Proposals must respond directly to the evaluation criteria for this project as specified in the Select Criteria Section and must include the contents specified in the Proposal Content and Format section. (Note: The determination whether a proposal responds directly to the evaluation criteria for this project will not be made by the Borough Clerk or designee at the time of the opening of the proposals. Instead the Proposal Review Team, the Borough Manager or Saxman Administrator will, during the proposal review process, determine whether each proposal responds directly to the evaluation criteria. Proposals that do not meet that requirement will be considered non-responsive.

Completion of this checklist does not guarantee that a proposal will be considered to be responsive. The checklist is provided strictly as a courtesy to respondents.

PROPOSAL DOCUMENTATION FORMS

GENERAL ACKNOWLEDGMENTS

SAXMAN HOUSING DEVELOPMENT PROJECT

Award of Project. The City of Saxman shall have the right to reject this proposal and such proposal shall remain open and may not be withdrawn for a period of sixty (60) days after the date prescribed for its closing.

Notice of Acceptance. Notice of acceptance and award of the project or requests for additional information may be addressed to the undersigned Respondent at the business address set forth in this proposal.

Minimum Standards. The required work and/or specifications attached herein shall be considered as the minimum standards acceptable to the City of Saxman. Any deviations, modifications, or alternatives proposed shall be specified and clarified by the respondent on the provided a summary for. Insufficient information pertaining to exceptions shall be at the respondent’s risk and may result in rejection of the proposal.

Respondent certification.

By signature on this proposal documentation, the undersigned respondent certifies that:

- A. The respondent will comply will all insurance requirements in this RFP;
- B. The respondent will comply with all applicable local, state, and federal laws, including but not limited to, wage and hour laws and non-discrimination laws;
- C. The respondent will comply with all terms and conditions set out in this RFP;
- D. The respondent’s proposal was independently arrived at, without collusion, under penalty of perjury; and
- E. The proposal will remain open and valid for at least 60 days from the closing date of the RFP.

Receipt of Addenda. Receipt of the following Addenda to the RFP Documents is hereby acknowledged.

ADDENDUM NO.	DATE OF RECEIPT OF ADDENDUM	SIGNED ACKNOWLEDGMENT
1	_____	_____
2.	_____	_____

(Note: Failure to acknowledge receipt of each addendum will be considered an irregularity and will result in rejection of the proposal.)

RESPONDENT:

By: _____

Title: _____

Alaska Business License No. _____

Company/Firm Name _____

Telephone _____

Fax No. _____

Mobile No. _____

Business Address _____

Email _____

Pursuant to and in compliance with the Request for Proposals, the undersigned respondent, being fully familiarized with all the terms of the specifications hereby proposes and agrees to deliver, within the time and in the manner stipulated in the proposal for the following:

SAXMAN HOUSINGDEVELOPMENT PROJECT

Signature of Individual Authorized to Bind the Respondent

Printed Name and Title of Individual Authorized to Bind the Respondent

Date

SUBCONTRACTOR LIST

SUBCONTRACTORS: The respondent may not subcontract greater than fifty percent of this project without prior written approval of the City of Saxman. List all subcontractors who will be providing greater than 5 percent of the project work and an approximate percentage of their individual participation by discipline. **”. If the use of subcontractors is not anticipated, “N/A” or “NONE” is to be written on the form.** Use additional copies of this form as needed.

SUBCONTRACTORS:

Company/Firm Name _____

Estimated percentage of subcontractor’s participation by discipline _____

Telephone _____

Fax No. _____

Business Address _____

Company/Firm Name _____

Estimated percentage of subcontractor’s participation by discipline _____

Telephone _____

Fax No. _____

Business Address _____

Company/Firm Name _____

Estimated percentage of subcontractor’s participation by discipline _____

Telephone _____

Fax No. _____

Business Address _____

PARTNERSHIP ACKNOWLEDGMENT (if applicable)

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY OF _____)

On this _____ day of _____, 2024, before me appeared _____ and _____ to me personally known, who, being by me duly sworn, did say that they are the Partners of _____, a _____ (State) Partnership and that said instrument was signed on behalf of said Partnership and said partner acknowledged said instrument to be the free act and deed of said Partnership.

NOTARY PUBLIC

Notary Public, State of _____
My Commission Expires _____

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT (If applicable)

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY OF _____)

THIS IS TO CERTIFY that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

(Seal)

NOTARY PUBLIC FOR _____
My Commission Expires: _____