



REQUEST FOR PROPOSAL RFP 25T-CN-216

Excavation Term Services

August 2025

Prepared By:

Cook Inlet Housing Authority
Procurement Department
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REQUEST FOR PROPOSAL RFP # 25T-CN-216

Cook Inlet Housing Authority (CIHA) will accept proposals from responsive and responsible individuals and firms to perform all phases of residential excavation services for single family, duplex and multi-family homes.

PROPOSAL SUBMITTALS

Proposals must be submitted clearly marked: **“Attn: Procurement, RFP # 25T-CN-216, Excavation Term Services– Do Not Open”**. CIHA will reject proposals received after the deadline. Faxed proposals will not be accepted.

- **Mailed and hand-delivered proposals:** Proposals must be received at CIHA, Attn: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503 no later than September 15, 2025, at 2:00PM, according to the time clock located at CIHA’s front desk.
- **Emailed proposals:** Proposals must be received no later than September 15, 2025, at 2:00PM, according to the time and date received by CIHA’s email server. Emailed proposals may be submitted to Procurement@cookinlethousing.org.

QUESTIONS

CIHA shall not be bound by any oral interpretation of this RFP. Questions are encouraged and should be sent in writing to CIHA’s Procurement Manager via email. All questions must be received at CIHA no later than September 1, 2025, at 2:00PM. Written questions received by the deadline will be answered by Addendum to all vendors.

Email: Procurement@cookinlethousing.org

No communication is to be directed to any other CIHA employees or CIHA representative.

Substantive issues will be answered in writing in the form of an Addendum to this RFP. If determined necessary by CIHA, the proposal submittal due date may be extended and will be stated as such in the Addendum form.

PERIOD OF PERFORMANCE

The period of performance shall begin upon the contract award and shall continue until completion and acceptance of all tasks and deliverables as set forth in the Scope of Work.

BACKGROUND

CIHA is an Alaska regional housing authority established by state statute for the purpose of providing affordable housing opportunities for eligible participants in the Cook Inlet region. The mission of CIHA is *“To create housing opportunities that empower our people and build our community.”* CIHA administers Indian Housing Block Grant funds awarded under NAHASDA and other federal, state and local funds, develops and manages properties built with investor proceeds from the sale of Low-Income Housing Tax Credits, federal, state and local funds, and operates affordable housing programs through the parent corporation and its subsidiaries. CIHA currently has over twenty (20) LIHTC projects in operation with several others within its development pipeline in different phases. Services will be performed on CIHA’s existing LIHTC and development portfolio with additional properties being added throughout the term of the contract.

All services will be conducted at mutually agreeable times, unless otherwise stated, as projects reach certain milestones allowing for the specific audit or service. All audits and services will be performed with generally acceptable auditing and accounting standards or by agreed-upon procedures as defined by the partnership agreements or other development agreements provided to the auditor.

EQUAL EMPLOYMENT OPPORTUNITY

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized

in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include the provisions of the Equal Employment Opportunity clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT TERM

Award of a professional services contract for the specified work will include an initial three (3) year term with an option to extend for two (2) additional one (1) year terms based on available funding, satisfactory performance, agreed upon pricing and mutual consent. The yearly contract shall be automatically renewed for one (1) year unless either party gives written notice of thirty (30) days prior to the expiration thereof. The cost portion of your proposal submitted should include the initial three (3) year term and the extension option years. CIHA has the right to award to one (1) or more contractor.

SCOPE OF SERVICES

In accordance with the most current Municipality of Anchorage Standards and Specifications (M.A.S.S.), Anchorage Water and Waste (AWWU), and Anchorage Building Safety furnish all labor, materials, equipment and Right-of-Way permits to perform work described below.

Building Excavation

Site Clearing: Clear, grub and grade the construction site. Existing trees to remain shall be marked prior to clearing and protected to prevent damage. If any damage outside the scope of services is done to walkways, driveways, etc., repairs needed shall be provided by the Contractor.

Earthwork: Excavate bottom of all foundation walls and footings at building perimeter in accordance with M.A.S.S. and the construction documents. Place foundation excavation in accordance to the Proposed Plot Plan and construction drawings. Base of footings shall extend down to undisturbed virgin soil or structurally filled soil which has been compacted to ninety-five percent (95%) proctor density. Footing base is to be flat and level. Excavate driveway and sidewalk to a depth of suitable, undisturbed, virgin soil at thirty (30) inches. If suitable soil has not been reached, a commercial, highway, cloth soil separator may be placed at that depth and backfilled and compacted with structural fill material.

Structural Fill: All fill material under footings, slabs, and driveways to be a sandy gravel mix locally referred to as "Pit Run" and are to be compacted in six-inch (6") layers to a density of ninety-five percent (95%).

Foundation Backfill: Backfill foundation and other disturbed areas with suitable soils in accordance with M.A.S.S. provide rough drainage grade.

On-site Utility Services (Single Family and Duplexes)

Water: Locate water connections. Excavate trench from service entrance at lot edge to house location. Prepare trench bed and install new domestic water line. Backfill and compact soils.

Sewer: Locate sewer connections. Excavate trench from service entrance at lot edge to house location. Prepare trench bed and install new sewer piping. Backfill and compact soils.

Off-site Utility Services (Single Family and Duplexes)

Water: Some of the properties serviced under this contract will not have water service to the lot. Other parcels with existing water service may be undersized for the proposed new building. The Contractor will provide CIHA with a lump sum cost proposal to excavate in the public Right-of-Way down to the municipal main water supply and tap a new water service. The proposal shall include hourly rates of equipment, manpower, materials and services provided in the Proposal Price Form to develop the proposal.

Sewer: Some of the properties served under this contract will not have sewer service to the lot. Other parcels with existing sewer service may be unusable. The contractor will provide CIHA with a lump sum cost proposal to excavate in the public Right-of-Way down to the municipal main sewer system and tap a new sewer service. The proposal shall include hourly rates of equipment, manpower, materials and services provided in the Proposal Price Form to develop the proposal.

Utility Services (Triplexes and Fourplexes)

Water: The water distribution system will be designed and engineered as part of the development of the property. Based on the system design, the Contractor will provide CIHA with a lump sum cost proposal to perform the Service. The proposal shall include hourly rates of equipment, manpower, and materials provided in the Proposal Price Form to develop the proposal. CIHA will review the Contractor's proposed work scope and cost proposal. If acceptable, CIHA will then deliver to the Contractor a task order. If the Contractor's work proposal is not agreeable, CIHA shall be free to request additional quotes for the proposed work from other contractors.

Sewer: The water distribution system will be designed and engineered as part of the development of the property. Based on the system design the Contractor will provide CIHA with a lump sum cost proposal to perform the Service. The proposal shall include hourly rates of equipment, manpower, and materials provided in the Proposal Price Form to develop the proposal. CIHA will review the Contractor's proposed work scope and cost proposal. If acceptable, CIHA will then deliver to the Contractor a task order. If the Contractor's work proposal is not agreeable, CIHA shall be free to request additional quotes for the proposed work from other contractors.

Storm Drain: The storm drain system will be designed and engineered as part of the development of the property. Based on the system design the Contractor will provide CIHA with a lump sum cost proposal to perform the Service. The proposal shall include hourly rates of equipment, manpower, and materials provided in the Proposal Price Form to develop the proposal. CIHA will review the Contractor's proposed work scope and cost proposal. If acceptable, CIHA will then deliver to the Contractor a task order. If the Contractor's work proposal is not agreeable, CIHA shall be free to request additional quotes for the proposed work from other contractors.

Foundation Drainage

On occasion, CIHA installs foundation perimeter footing drains. The requirement for footing drain pipe will be on a case by case basis. The drainage pipe is a four-inch (4") flexible perforated drain pipe covered in filter fabric. The pipe is placed at the bottom of the footing and either daylighted or collected in a sump.

Final Grading

Provide final grading services, including swales with positive outfall and slope grade away from building and foundation to planned drainage pathways as specified on plot plans or civil design specifications. Keep exterior finished grade a minimum of six-inch (6") below finished floor elevation by backfilling with appropriate soils.

QUALIFICATIONS AND REQUIREMENTS

Capacity: Contractor is to have adequate resources of qualified personnel to comply with responsiveness requirements as stated. Contractor shall provide current Certificate of Insurance as defined by this RFP. Contractor shall not be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations or by Federal agencies.

DOMESTIC PREFERENCE

As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of Section 9, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. App2(L); 2 CFR 200.322.

PREFERENCE STATEMENT

The work to be performed under this contract is subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). In accordance with 25 U.S.C. 450e(b) and 24 CFR 1000.52, CIHA requires that to the greatest extent feasible; (i) preferences and opportunities for training and employment shall be given to American Indians/Alaska Natives (AIAN); and (ii) preferences in the award of contracts and subcontracts shall be given to AIAN owned economic enterprises.

The Contractor shall include this Indian Preference Statement, in its entirety, in every subcontract in connection with the awarded contract, and shall, at the direction of CIHA, take appropriate action pursuant to the subcontract upon a finding by the recipient or HUD that the subcontractor has violated 25 U.S.C. 450e(b).5307.

Preference will be given to AIAN, Small-, Minority- and Women-owned businesses. AIAN, Small-Minority- and Women-owned businesses are encouraged to submit proposals.

INDEMNITY AND INSURANCE REQUIREMENTS

Indemnification

- A. To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold Cook Inlet Housing Authority (CIHA), its subsidiaries, directors, officers, agents, officials, employees and consultants (collectively, "Indemnified Parties") harmless from and against all claims or loss, including without limitation any and all demands, suits, expenses,

- B. damages, fines, charges, liens, actions or liability of any nature, kind or character whatsoever, and including without limitation, claims or loss resulting from injury, death, economic loss, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, attorneys' fees, costs or expenses or any other kind of loss (collectively, "claims or loss"), related to, resulting from or arising directly or indirectly out of the activities of Contractor, the performance, failure of performance or breach of any term of this Contract by Contractor, or by any person or entity employed by Contractor in the performance of this Contract, regardless of whether such claim or loss is caused in part by Indemnified Parties.
- C. Contractor's responsibility for defense and indemnification extends to and includes any claim or loss alleging acts or omissions by Indemnified Parties that are said to have contributed to the claim or loss. However, Contractor shall not be required to indemnify an Indemnified Party for any claim or loss that results from the sole negligence or willful misconduct of the Indemnified Party.
- D. In any and all claims against the Indemnified Parties by any employee of Contractor, anyone directly employed by Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- E. Contractor agrees that as part of any subcontract, its subcontractor shall provide assurance of defense and indemnity in CIHA's favor that are identical in scope as those assumed by Contractor under the terms of this Contract.
- F. The requirement of any insurance required of Contractor under this Contract shall not limit Contractor's indemnification responsibilities under this section in any way.

Insurance

- A. Without limiting the Contractor's indemnification responsibilities, it is agreed that Contractor shall purchase, at its own expense, and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Such policies shall be primary to any policies held by CIHA.
- B. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, CIHA shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Manager of Procurement prior to fully executing the Contract, and as a condition of payment, Contractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under the Contract, whether the operations are by Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.
- C. Contractor's insurance shall name Cook Inlet Housing Authority (CIHA) as additional insured, except for Worker's Compensation. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statutes Title 21.
- D. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material

breach of this Contract and shall be grounds for termination of the Contractor's services. All insurance companies obligated under the following described policies must have a best rating of "A - VII" or better as identified in the A.M. Best Insurance Rating Guide, most recent edition.

Minimum Limits of Liability

Contractor shall maintain with a company satisfactory to CIHA at least the limits of liability set forth below. The requirements of this section shall not limit Contractor's indemnification responsibilities as provided in the Contract.

- A. Worker's Compensation and Employers' Liability: The Contractor shall provide and maintain, for all employees engaged in work under this Contract, coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. This policy must waive subrogation against Cook Inlet Housing Authority (CIHA).
 - 1. Worker's Compensation – Statutory limits
 - 2. Employer's Liability - \$1,000,000 Each Accident, \$1,000,000 Disease - Each Employee; \$1,000,000 Disease - Policy Limits
- B. Commercial General Liability Insurance: Covering all business premises used by and operations conducted by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence. This policy must waive subrogation against Cook Inlet Housing Authority (CIHA).
 - 1. \$1,000,000 Each Occurrence
 - 2. \$2,000,000 General Aggregate
 - 3. \$2,000,000 Products/Completed Operations Aggregate
 - 4. \$1,000,000 Personal and Advertising Injury
 - 5. \$50,000 Fire Damage Legal Liability (any one fire)
 - 6. \$5,000 Medical Expense (any one person)
- C. Commercial Automobile Liability Insurance: Covering all vehicles, owned, hired or non-owned, used by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit of bodily and property damage. This policy must waive subrogation against Cook Inlet Housing Authority (CIHA).

Cancellation, Renewal and Modification

Contractor shall maintain in effect all insurance coverages required under the Contract at Contractor's sole expense and with insurance companies acceptable to CIHA. All policies shall contain a provision that coverage will not be modified, cancelled or not renewed until at least thirty (30) days prior written notice has been given to CIHA. Certificates of Insurance showing required coverage to be in force pursuant to this Section shall be filed with CIHA prior to commencement of the Work. In the event Contractor fails to obtain or maintain insurance coverage required under the Contract, CIHA may purchase such coverage as desired for CIHA's benefit and charge the expense to Contractor or terminate the Contract for default.

Continuation of Coverage

If any of the required liability insurance is on a claims made basis, "tail" coverage will be required at the completion of this contract for twelve (12) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described

or continuous "claims made" liability coverage for twelve (12) months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for not less than twelve (12) months from the end of the Contract. This will be a condition of the final acceptance of work or services.

Certificates of Insurance

Certificates of Insurance and copies of all insurance policies and endorsements if requested by CIHA required by this Section 10 shall be delivered to the Procurement Manager prior to commencement of the Work, or as soon thereafter, as is practicable. Renewable certificates shall be delivered to the Procurement Manager no later than thirty (30) days subsequent to the certificate's expiration date. No contract will be signed until the Certificate of Insurance has been received and approved by the Procurement Manager.

If the insurance expires or is cancelled during the term of the contract, services and related payments will be suspended. Certificates shall be addressed to Cook Inlet Housing Authority, ATTN: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503.

Subcontractors

Contractor shall require and verify all subcontractors maintain insurance coverage subject to all of the requirements stated herein.

Additional Insured

Cook Inlet Housing Authority, ATTN: Procurement, 3510 Spenard Road, Anchorage, Alaska 99503.

GENERAL REQUIREMENTS

The general rules and conditions which follow apply to all proposals issued by CIHA unless otherwise specified.

Request for Proposal (RFP) is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a Request for Proposal and is thus a solicitation for responses.

Conversely, this request for proposal is NOT a bid. Moreover, any acceptance of a proposal shall NOT result in a binding contract between CIHA and the Offeror but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the Offeror and CIHA.

Subletting of Contract: Offeror shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of CIHA, but in no case shall such consent relieve the offeror from their obligations or change the terms of the contract.

RFP CONDITIONS AND PROVISIONS

If any Offeror is in doubt as to the intent or meaning of any part of this RFP, or should CIHA omit anything from this RFP which is necessary to a clear understanding of the work, or should it

appear that various instructions are in conflict, the Offeror should contact the CIHA Procurement representative listed on the cover page of this document by the deadline for questions.

Offerors are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a Vendor implies Vendor acceptance of the terms and conditions herein, unless otherwise stated.

The format of the Vendor's proposal must be consistent with the format of the specifications listed.

All participating Vendors, by their proposal submission, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein.

Offerors shall respond with sufficient detail to facilitate the evaluation of all factors included in the evaluation criteria. Failure to provide required items will result in the proposal being considered non-responsive. Failure to provide sufficient information for the evaluation criteria will result in loss of points.

The offeror is responsible for all costs related to the preparation of this proposal.

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals should include the appropriate narrative and supporting materials to adequately address the scoring criteria. Proposals not containing all of the items listed below may be determined nonresponsive by CIHA.

For consistency and to facilitate evaluation of all proposals, Offerors shall include the following in their response to this RFP.

1. **Proposers Checklist**
2. **Cover Page.** Proposals must be signed and include the firm name, local address, telephone number, the name of the person authorized to submit the proposal, along with the person's title and telephone number, and the name and title of the person authorized to execute a contract.
3. **Statement of Qualifications and Experience.** Provide a statement as to the Offeror's qualifications to perform residential new construction excavation services and water and sewer installation services, including references.
4. **References.** (Limit One Page). Provide three (3) references from current clients of a similar size and nature to CIHA who receive similar services. Include the company name, contact name, phone number, and a description of the services provided.
5. **Staff and Equipment.** Qualifications of employees, years of experience, certifications and equipment available to serve the contract.
6. **Proposal Price Form.**
7. **Addendum Acknowledgement** (if applicable).
8. **Representation, Certifications, and other Statement of Bidders**
9. **Documentation that the Proposer is an American Indian/Alaska Native Business Concern** (if applicable)

10. Federal Forms.

- a. Completed Representations and Certifications of Bidders, form HUD-5369-A (Attachment A)
- b. Completed Lobbying Certification and Disclosure (Attachment B)

EVALUATION PROCESS

CIHA will appoint an Evaluation Committee. The Evaluation Committee will review proposals submitted in response to this RFP. The Committee may, at its discretion, decide to interview the Offerors.

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the Offeror. The evaluation process shall be based on a one hundred (100) point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of CIHA. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds CIHA's requirements. The following table lists the maximum points associated with each category.

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting CIHA's requirements and terms and conditions, pricing, and overall responsiveness to the RFP.

Contractor submission of a proposal implies Contractor acceptance of the evaluation technique and Contractor recognition that some subjective judgments shall be made by CIHA during assignment of points.

CIHA reserves the right to request a presentation from any Contractor who submitted a proposal prior to selection. At the sole discretion of CIHA, finalists for consideration of award may be required to provide a software demonstration and oral presentation to the Evaluation Committee. The oral presentation may be considered in the evaluation of the Offeror's proposal, and overall scores under Offeror Information may be adjusted at the discretion of the Evaluation Committee. If scheduled, oral presentations will be limited to a 40-minute presentation by the Offeror, followed by a maximum 20-minute question and answer period. All costs associated with the oral presentation shall be the responsibility of the Offeror.

All Contractors who submitted a proposal will be notified in writing of the results after the scoring and subsequent due diligence is completed.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate Contract. This RFP and its attachments shall form the basis of the Contract Terms and Conditions. **Exceptions or deviations to this proposal must not be added to the proposal pages but must be on Contractor's letterhead and accompany the proposal.** Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. CIHA reserves the right to reject any or all of your proposed modifications.

PREFERENCE FACTOR

AIAN, Small-, Minority- and Women-owned preference in contracting is applicable to this Request for Proposal (RFP) and any contractor/firm/vendor stating a preference must submit a signed HUD 5369-A Certification Form (Attachment A) with their submitted bid to qualify for a preference; ownership must be a minimum of fifty-one percent (51%) and be active in the day- to-day control

and operation of the business. CIHA shall reserve fifteen percent (15%) of the total of available rating points for qualified AIAN-owned organizations or economic enterprises and ten percent (10%) for Small-, Minority- and Women-owned businesses.

The prospective contractor must provide, to the greatest extent feasible, preference in employment and training opportunities created as a result of a contract awarded as a result of the RFP.

SCORING CRITERIA

1)	<p>Preference:</p> <p>American Indian/Alaska Native (AIAN) owned vendor preference (if applicable must submit HUD 5369-A)</p> <p>OR</p> <p>Small/Minority/Women-Owned (if applicable, must submit HUD 5369-A)</p> <p>Maximum points shall be 15.</p>	<p>15 OR 5</p>
2)	<p>Qualifications of the excavation firm, specifically residential new construction excavation services (including references)</p> <p>Maximum points shall be 35</p>	35
3)	<p>Qualifications of employees, years of experience and certifications and equipment available to serve this contract</p> <p>Maximum points shall be 20</p>	20
4)	<p>Cost Proposal. Provide pricing as described in Proposal Submittal Requirements</p> <p>Maximum points shall be 30.</p>	30

TOTAL POSSIBLE POINTS ----- 100

PROTEST

A protest may be submitted according to the procedures set forth below. An Offeror who wishes to appeal a Notice of Intent to Award must file a written protest within ten (10) calendar days following the date this notice is issued. If the fifth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day.

The protest shall be filed with in writing and include the following information:

1. The name, address, and telephone number of the protester.
2. The signature of the protester or the protester's designated representative.
3. Identification of the solicitation, contract, or grant agreement at issue.
4. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
5. The form of relief requested.

Protests must be mailed or hand-delivered to:

Cook Inlet Housing Authority
Attn: Rashaad Esters, Procurement Manager
3510 Spenard Road
Anchorage, Alaska 99503

AWARD

Rejection of Proposals: CIHA reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities. CIHA also reserves the right to reject the proposal of any Offeror who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from an Offeror who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

Selection: CIHA desires to enter into negotiations and ultimately reach an agreement with an Offeror who demonstrates the best combination of attributes to conduct the project, and who negotiates a project cost with CIHA that is fair and reasonable. CIHA may conduct discussions with any Offeror who has submitted a proposal to determine qualifications for further consideration. Since the initial review by CIHA will be deemed preliminary in nature, the document and process will be deemed confidential until the successful Offeror is selected. CIHA is not required to accept the proposal with the lowest cost estimate.

No proposal shall be withdrawn for a period of forty-five (45) days subsequent to the deadline date for receipt of the proposals without the written consent of CIHA. In no way does this request for proposal constitute a contract, or obligate CIHA in any way.

A firm, fixed-price contract for the work will be awarded in accordance with CIHA's procurement policies to the Contractor that submits the highest rated proposal which will be graded on the scoring criteria. The awarded Contractor will be required to provide the following:

- Certificate of Insurance as defined by this RFP
- State of Alaska Business License
- Professional License (if applicable)
- IRS Form W-9

LIST OF ATTACHMENTS

Attachment A – Representations & Certifications of Offerors, form HUD 5369-A
Attachment B – Lobbying Certification
Attachment C – Tribally Designated Wages
Attachment D – Proposal Checklist
Attachment E – Proposal Bid Form
Attachment F – Sample Contract