

**Central Council Tlingit & Haida Indian Tribes of Alaska - Tidal Network
SOLICITATION**

Indefinite Delivery/Indefinite Quantity (IDIQ) # 23005

Multiple Award Task Order Contract (MATOC)

Original Issue Date: July 27, 2023

Amendment Issue Date: August 07, 2023

Tidal Network Construction – Construction services

AMENDMENT OF SOLICITATION

Summary of Changes

Amendment: 0001

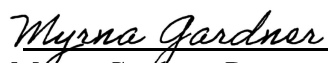
Incorporation of Changes:

This solicitation amendment, numbered Amendment 0001, is issued to amend the solicitation number 23005 as follows:

1. **Extend Deadline for response:** Tlingit & Haida Tidal Network is extending the deadline to submit proposals to September 12th, 2023, at 2:00 PM AKST. The justification is to increase competition.

These changes are made to ensure Tlingit & Haida has sought the best value for the tribe by increasing opportunity. All other terms and conditions of the original solicitation remain in effect unless specifically addressed in this amendment.

Prospective offerors are required to acknowledge receipt of this solicitation Amendment (0001) and submit their proposals in accordance with the modified terms and conditions as specified in the last amendment.



Myrna Gardner, Procurement Officer

Central Council Tlingit & Haida Indian Tribes of Alaska

PO Box 25500

Juneau, AK 99802

contracts@tlingitandhaida.gov

Central Council Tlingit & Haida Indian Tribes of Alaska - Tidal Network SOLICITATION

Indefinite Delivery/Indefinite Quantity (IDIQ) # 23005 Multiple Award Task Order Contract (MATOC)

Issue Date: July 27, 2023

Tidal Network Construction – Construction services

Tlingit & Haida (T&H), Tidal Network department is soliciting proposals to purchase services as indicated in Appendix C - Scope of Work, Sec 5.05- Specifications and Project Narrative.

IMPORTANT NOTICE: If you received this solicitation from T&H “Email Notice”, you must register with T&H to receive notification of subsequent amendments to the solicitation. Failure to register may result in the rejection of your proposal. It is the offeror’s responsibility to ensure that they have received all addenda affecting this solicitation. To register, email contracts@ccthita-nsn.gov with subject line: Solicitation #23005 Registration.

OFFEROR'S NOTICE: By signature on this form, the offeror certifies that they comply with the following:

- (1) the offeror has a valid Alaska business license or will obtain one prior to award of any contract resulting from this Solicitation. If the offeror possesses a valid Alaska business license, the license number must be written below.
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the offeror is complying with:

<p>Myrna Gardner Procurement Officer</p> <p>PO BOX 25500 Juneau, AK 99802 Phone: 907-463-8036</p> <p>Email: contracts@tlingitandhaida.gov</p>	<p>_____</p> <p>Company Submitting Proposal</p> <p>_____</p> <p>Authorized Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Company Alaska Business License Number</p>	<p>*Does your business qualify for T&H Tribal Citizen-owned offeror preference [] YES [] NO</p> <p>*Does your business qualify for any other AN/AI offeror preference? [] YES [] NO</p> <p>*Is your business classified as a Woman-owned Business? [] YES [] NO</p> <p>*Is your business classified as a Small Business? [] YES [] NO</p> <p>_____</p> <p>Telephone number</p> <p>_____</p> <p>Email address</p>
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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE Solicitation

The purpose of this Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) is to award multiple contracts for construction projects at various locations throughout Southeast Alaska. Task orders issued under this MATOC will be for construction projects at various sites located throughout Southeast Alaska.

The proposed contract(s) will be for one base period of one (1) year with four (4) option periods of one (1) year, resulting in the contract performance period of a maximum of 5 years. The estimated total contract price for the base year and the option periods is \$68,000,000. Task order range is estimated between \$1,000 and \$10,000,000.

Tlingit & Haida is soliciting contractor qualifications as stated in Appendix C - Scope of Work, Sec 5.05 - Specifications. This solicitation will enable T&H to formulate a list of contractors to perform specific construction tasks of the project by issuance of an IDIQ contract followed by issuance of task orders.

SEC. 1.02 DEADLINE FOR RECEIPT OF Qualifications

Contractor qualification submissions must be received no later than the time and date indicated in the Solicitation Schedule, Sec. 1.14. Late proposals or late amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

Minimum prior experience, if applicable, is indicated in the attached specifications. A offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.

SEC. 1.04 SOLICITATION REVIEW

Offerors shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the solicitation should be made in writing and received by the procurement officer at least ten days before the proposal opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective proposal, upon which award cannot be made, and the resultant exposure of Offerors' prices.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF Submissions

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the solicitation. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the Solicitation. The procurement officer will make that decision.

Procurement Officer Myrna Gardner Phone 907-463-7719

SEC. 1.06 SITE INSPECTION

Not Applicable

SEC. 1.07 SUBMITTING Qualifications

Qualification proposals must be either Emailed, hand delivered or mailed as follows:

EMAIL: contracts@tlingitandhaida.gov

HAND DELIVERED OR MAILED: The sealed proposal package must be addressed as follows:

CCTHITA- Procurement
Attention: Myrna Gardner
Solicitation Number: **23005**
Solicitation Title: **TIDAL NETWORK Project**
P.O. Box 25500
Juneau, AK 99802

It is the offeror's responsibility to contact the issuing division at **907-463-8036** to confirm that the proposal has been received. T&H is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 PROPOSAL FORMS

This solicitation does not include fixed item cost or hourly rate requirements. Once qualified, contractors will be asked to provide proposal forms for the requested task order. The following information in sections 1.08 through 1.17 will apply after issuance of task order(s). Offerors shall use the front page of this solicitation and any other forms identified in this solicitation for submitting proposals. All proposals must be signed by an individual authorized to bind the offeror to the provisions of the solicitation.

Offerors shall complete the Contractor's Qualification Statement questionnaire section 4.

OFFEROR'S CERTIFICATION

By signature on the proposal, the offeror certifies that they comply with the following:

- A. all terms and conditions set out in this solicitation.
- B. that the proposal will remain open and valid for at least 30 days.

If any offeror fails to comply with [a] and [b] of this paragraph, the tribe reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by T&H, or formerly employed by T&H within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

SEC. 1.09 PRICING

Price means fixed fee applicable to the contract type. Contractors awarded under this contract shall submit price to the customer upon request of a competitive task order. The Task order contract shall specify fixed fee award that will cover all wages, overhead, general and administrative expenses, material costs and profit.

SEC. 1.10 PRE-PROPOSAL CONFERENCE

Not Applicable

SEC. 1.11 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this solicitation or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.12 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the procurement division.

SEC. 1.13 AMENDMENTS TO THE Solicitation

If an amendment is issued, it will be provided to all who were notified of the solicitation and to those companies who have registered with procurement at contracts@tlingitandhaida.gov

SEC. 1.14 SOLICITATION SCHEDULE

The solicitation schedule set out herein represents T&H & Tidal Network best estimate of the schedule that will be followed. If an activity of this schedule is changed, the schedule may be adjusted. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / Solicitation Released		07/27/2023
Deadline for Comments/Questions	2:00 PM	08/25/2023
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	08/31/2023

This solicitation does not, by itself, obligate T&H or Tidal Network. T&H's obligation will commence when the contract is approved by T&H. Upon written notice to the contractor, T&H may set a different starting date for the contract. T&H will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by T&H.

SEC. 1.15 ALTERNATE Qualifications

Proposers may only submit one statement of qualifications for their company.

SEC. 1.16 SUPPORTING INFORMATION

Offerors shall submit all required technical, specification, and other supporting information with their proposal, so that a detailed analysis and determination can be made by the selection team that the product offered meets the solicitation specifications and that other requirements of the solicitation have been met. However, provided a proposal meets the requirements for a definite, firm, unqualified, and unconditional offer, T&H reserves the right to request supplemental information from the offeror, after the proposals have been opened, to ensure that the products or services offered completely meet the solicitation requirements. The requirement for such supplemental information will be at the reasonable discretion of T&H.

An offerors failure to provide this supplemental information within the time set by the T&H, will cause T&H to consider the offer non-responsive and reject the proposal.

SEC. 1.17 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Offerors must provide enough information with their proposal to constitute a definite, firm, unqualified and unconditional offer. To be responsive a proposal must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the solicitation. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the solicitation and which, for reasons of policy, must be complied with at risk of proposal rejection for non-responsiveness.

SECTION 2. CONTRACT INFORMATION**SEC. 2.01 CONTRACT TERM**

This is an indefinite-delivery, indefinite-quantity multiple award contract with a period of performance of *one (1) year* from the date of contract award with four (4) one-year options to renew for a potential contract for five (5) years. Multiple contracts may be awarded to multiple contractors, and task orders issued per site, and per task. The purpose of this RFQ is to qualify contractors to complete either an entire site, or a specific set of tasks at one or multiple sites. The RFQ is not requesting bids for any work, only to qualify firms to be considered for future work under this contract.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by T&H.

SEC. 2.03 CONTRACT MINIMUM AND MAXIMUM

Refer to Appendix A, A.13. T&H shall issue task orders totaling a minimum of \$1,000. The aggregate value of all awarded task orders shall not exceed \$68,000,000 over the life of the contract.

SEC. 2.04 CONTRACT EXTENSION

A month-to-month extension may only be executed by the procurement officer via a written contract amendment. Refer to Appendix A, A.15.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, T&H will provide the contractor with a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the procurement officer has secured the required T&H approvals necessary for the amendment and issued a written contract amendment.

SEC. 2.06 SUBCONTRACTORS

Subcontractors may be allowed. The general contractor will assume all risk and responsibility for any utilized subcontractors.

SEC. 2.07 JOINT VENTURES

Joint ventures with a Tlingit & Haida Tribal Citizen-owned business may be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed and completed is throughout Southeast Alaska. Each task order will identify the specific location for work to be performed. See attached map for general project location.

T&H will not provide workspace for the contractor. The contractor must provide its own workspace.

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

N/A.

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

Tlingit & Haida is soliciting proposals to purchase services and commodities as indicated in Appendix C - Scope of Work, Sec 5.05- Specifications.

SEC. 2.11 F.O.B. POINT

The F.O.B. point for all items purchased under this contract shall be specified in each task order. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by T&H. The F.O.B. point is indicated in Appendix C - Scope of Work.

SEC. 2.12 SHIPPING DAMAGE

T&H will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. T&H will provide the contractor with written notice when damaged goods are received. T&H will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

SEC. 2.13 DELIVERY TIME

The Scope of Work indicates the desired delivery date. In the space provided on the task Schedule indicate the earliest firm delivery date. Failure to make an entry in the space provided will be construed as an offer to deliver by the desired delivery. Tasks that specify deliveries in excess of the desired delivery may be considered non-responsive and may be rejected.

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by T&H. T&H may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The T&H may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause T&H to terminate the contract. In this event, T&H may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.15 CONTINUING OBLIGATION OF CONTRACTOR

Refer to Appendix A, A.17.

SEC. 2.16 ESTIMATED QUANTITIES

Thirty projects or more.

SEC. 2.17 CONTRACT PRICE ADJUSTMENTS

Not Applicable.

SEC. 2.18 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

SEC. 2.19 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend T&H from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify T&H for a claim of, or liability for, the independent negligence of T&H. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of T&H, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

"Contractor" and "T&H", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the procurement division's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 2.20 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the 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. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, T&H shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to contract approval and must provide

for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

- Construction Performance Bond (if applicable): The contractor shall provide and maintain a Performance Bond with a minimum coverage of the awarded task order value(s).
- Workers' Compensation Insurance: 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. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: (including, but not limited to, premises-operations, products, contractual, broad-form property damage) with limits as follows:
 - Occurrence Limit:
 - \$1,000,000 Each Occurrence Limit
 - \$2,000,000 General Aggregate excluding Products/Completed Operations
 - Aggregate Limit
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal and Advertising Injury Limits
- Commercial Automobile Liability Insurance: covering all owned, hired, and non-owned vehicles used by the contractor in the performance of services under this agreement with minimum coverage single limits of not less than \$1,000,000 for bodily injury (including death) and property damage.
- Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

\$1,000,000/\$2,000,000 Annual Aggregate, which provides coverage on an occurrence basis or, if coverage is provided on a claims-made basis, then Contractor will maintain continuous coverage for one (1) year after the termination or expiration of the Contract.

SEC. 2.21 MANDATORY REPORTING

Not Applicable.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

Invoices must be billed to the ordering division's address shown on the individual Purchase Order, Task Order, Contract Award or Delivery Order. T&H will make payment after it receives the goods or services and the invoice. *Tidal Network representatives must sign off on all invoices submitted.* Questions concerning payment must be addressed to T&H.

SEC. 3.02 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of T&H when third party financing agreements are permitted, they will not be allowed under this contract.

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF Qualifications

After opening of qualifications, the procurement team will evaluate the qualifications for responsiveness. Contractor qualifications deemed non-responsive will be eliminated from further consideration.

The evaluation data discussed below is presented in an effort to delineate which criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data.

4.1.1 Proposed Method to Accomplish the Project (30%)

- a. Proposer exhibits a complete understanding of the project and requested deliverables.
- b. Proposer's quality assurance and control program.

4.1.2 Organization, Capacity of Firm and Personnel Qualifications (30%)

- a. Organization and the ability to perform services within desired schedule.
- b. Proposer's experience and performance with similar projects, with specific examples.
- c. Proposer's ability to effectively interact with affected members of the public or other stakeholder groups.

4.1.3 Relevant Experience and Past Record of Performance (30%)

- a. Team member/personnel qualifications.
- b. Firms' ability to provide complete deliverables at requested deadlines.
- c. Past record of performance and accountability for design oversights.

4.1.4 Quality of the Proposal (10%)

Proposal clarity, concision, professionalism, and responsiveness to the project needs.

SEC. 4.02 APPLICATION OF PREFERENCES

Tlingit and Haida has an Indian preference policy. The policy will be applied on a task order basis and is as follows:

1. Tribal Preference

(a) In the acquisition of goods and services, preference shall be afforded to businesses owned by Tribal citizens or other Native American Tribal citizens Indians who have the ability to provide/deliver the necessary quality and quantity of goods or services within the required time frame(s).

(b) Goods and services to be acquired shall, when practical, be specified in sufficient detail to make price the deciding factor in the selection of the successful bidder. Central Council shall advise all prospective bidders of the bidding preference policy, as follows:

- (1) Preference shall be given first to businesses 100% owned by Central Council Tribal Citizens members; second to businesses 51% or more owned by Central Council Tribal Citizens member; and third to other Native American Tribal Citizens Indian owned businesses residing within the Tribe's general service area.
- (2) Central Council shall award task orders under preference to a qualified business when its proposal is responsive to all other conditions and does not exceed the lowest proposal by the following percentages, when the lowest proposal is:
 - (A) Ranges from \$0 to \$10,000: 10%
 - (B) Ranges from \$10,001 to \$50,000: 7%
 - (C) Ranges from \$50,001 to \$100,000: 5%
 - (D) More than \$100,001: 2%
 - (E) Small and minority businesses, women's business enterprises firms should be used when possible.
 - (F) Central Council will not afford a preference to businesses with a poor record of performance.

SEC. 4.11 EXTENSION OF PRICES

in case of error in the extension of prices in the proposal, the unit prices will govern; in a lot proposal, the lot prices will govern.

SEC. 4.12 METHOD OF AWARD

Tlingit & Haida anticipates **awarding multiple contracts** as a result of this solicitation. **The actual number of awards will depend on the offers received.** Awards will be made on the best value for the tribe.

SEC. 4.13 NOTICE OF AWARD

After the responses to the task order(s) have been opened and evaluated, T&H will award the best value offer. T&H's will issue a notice of award and contract(s) to the qualified offerors. Companies identified are instructed not to proceed until a task order contract award is given by the procurement officer. A company or person who proceeds prior to receiving a task order contract award from the procurement officer does so without a contract and at their own risk.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION**SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES**

Prior to the award of a contract, an offeror must hold a valid Alaska business license. Prior the deadline for receipt of qualifications, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.02 AUTHORITY

This Solicitation is written in accordance with Tlingit & Haida Procurement Policies

SEC. 5.03 COMPLIANCE (Refer to Appendix A.9)**SEC. 5.04 SUITABLE MATERIALS, ETC. (Refer to Appendix A.2)****SEC. 5.05 SPECIFICATIONS**

Unless otherwise specified in this solicitation, product brand names or model numbers specified in this solicitation are examples of the type and quality of product required and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

SEC. 5.07 ORDER DOCUMENTS

Except as specifically allowed under this solicitation, an ordering division will not sign any vendor contract. T&H is not bound by a vendor contract signed by a person who is not specifically authorized to sign for T&H under this solicitation. Unless otherwise specified in this solicitation, T&H Purchase Order, Task Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this Solicitation.

SEC. 5.08 HUMAN TRAFFICKING

By signature on their qualifications, the offeror certifies that it is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report. The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/> Failure to comply with this requirement will cause T&H to reject the proposal as non-responsive or cancel the contract.

SEC. 5.09 RIGHT OF REJECTION

Offerors must comply with all of the terms of this solicitation and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the solicitation. Offerors may not qualify the proposal nor restrict the rights of T&H. If a offeror does so, the procurement officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

T&H reserves the right to refrain from making an award if it determines that to be in its best interest.

An Offer from a debarred or suspended Entity shall be rejected.

SEC. 5.10 AUTHORITY NOT RESPONSIBLE FOR PREPARATION COSTS

T&H will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 5.11 DISCLOSURE OF PROPOSAL CONTENTS

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 5.12 ASSIGNMENTS (Refer to Appendix A, A.5)

Proposals that are conditioned upon T&H's approval of an assignment will be rejected as non-responsive.

SEC. 5.13 FORCE MAJEURE (Refer to Appendix A, A.14) SEC. 5.14 DEFAULT (Refer to Appendix A, A.4)**SEC. 5.15 DISPUTES (Refer to Appendix A, A.3)****SEC. 5.16 SEVERABILITY (Refer to Appendix A, A.16) SEC. 5.17 CONTRACT****CANCELLATION**

T&H reserves the right to cancel the contract at its convenience upon **30** calendar days written notice to the contractor. T&H is only liable for payment in accordance with the payment provisions of this contract for supplies or services provided before the effective date of termination.

SEC. 5.18 GOVERNING LAW; FORUM SELECTION (Refer to Appendix A, A.18)**SEC. 5.19 SOLICITATION ADVERTISING**

T&H has solicited proposals from contractors holding an active Alaska Business License or having one at time of award.

SEC. 5.20 QUALIFIED OFFERORS

Unless provided for otherwise in the solicitation, to qualify as a offeror for award of a contract issued under T&H procurement policies, the offeror must:

- 1) Must have a minimum of one year of experience performing similar construction tasks activities.
- 2) Each proposal must be accompanied by at least three (3) letters of recommendation from current or past clients for whom the vendor conducted similar activities and
- 3) Add value to the contract by actually performing, controlling, managing, or supervising the services to be provided;
- 4) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the Solicitation.

If the offeror leases services or supplies or acts as a broker or division in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror.

SECTION 6. APPENDICES

APPENDIX A - GENERAL CONDITIONS

1) INSPECTIONS AND REPORTS

T&H and/or Tidal Network may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2) SUITABLE MATERIALS, ETC.

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

3) DISPUTES

If the contractor has a claim arising in connection with the contract that it cannot resolve with T&H by mutual agreement, it shall present its claim to Tlingit & Haida.

4) DEFAULT

In case of default by the contractor, for any reason whatsoever, T&H may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5) NO ASSIGNMENT OR DELEGATION

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Contracting Officer.

6) NO ADDITIONAL WORK OR MATERIAL

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Contracting Officer.

7) INDEPENDENT CONTRACTOR

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of T&H in the performance of this contract.

8) PAYMENT OF TAXES

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by T&H under this contract.

9) COMPLIANCE

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

10) CONFLICTING PROVISIONS

Unless specifically amended and approved by the Tlingit & Haida Legal Counsel, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract. The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the Tribes sovereign immunity, (2) impose indemnification obligations on T&H, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11) OFFICIALS NOT TO BENEFIT

Contractor must comply with all applicable tribal and/or federal laws regulating ethical conduct of officers and employees.

12) CONTRACT PRICES

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13) CONTRACT FUNDING

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14) FORCE MAJEURE

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15) CONTRACT EXTENSION

Unless otherwise provided, T&H and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16) SEVERABILITY

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

17) CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

18) GOVERNING LAW; FORUM SELECTION

The validity, interpretation and performance of this Agreement shall be governed by: first, the law of the Central Council of Tlingit and Haida Indian Tribes of Alaska, including traditional tribal law and tribal common law; second, federal law, including federal statutory and common law; and third, in the absence of applicable tribal and federal law, the laws of the State of Alaska, provided, however, that references to the laws of the State of Alaska shall not be construed as an admission or concession by T&H that the State of Alaska or any subdivision or agency thereof has authority to promulgate laws applicable to T&H.

19) SUBCONTRACTOR SAFETY PROVISIONS

Subcontractor shall comply with all current applicable laws and changes as they occur (including but not limited to legally binding codes, standards, and regulations, regarding environmental, safety and/or health matters, whether at the federal (OSHA), state (AKOSH), and/or local level). Subcontractor shall comply with these Safety Responsibilities and all safety-related provisions of the Prime Contractor Health & Safety plan, even if they are

more stringent than the applicable laws. In the event of a conflict between provisions of applicable laws and/or other provisions of these Safety Responsibilities, the more stringent requirement, as determined by the Contractor, shall govern.

Subcontractor shall participate in on-site safety meetings (including but not limited to Job Hazard Analysis, toolbox talks, site specific safety meetings, daily scope of work planning.)

Subcontractor shall notify Contractor within one (1) hour of any incident involving injury (or near miss of injury/damage) to any person or property. In addition, each Subcontractor shall investigate and document all such incidents. Findings shall be documented in an incident report and submitted to T&H within 24 hours of the incident. All such incident reports will contain, but not be limited to;

- Date of event
- Chain of events leading to incident
- Impacted or injured parties (i.e., name, craft, position)
- Impacted property and estimated damage costs
- Primary and contributing causes of incident
- Immediate corrective measures taken
- Other items as requested by the Contractor
- Witness Statements

APPENDIX B – SOVEREIGN IMMUNITY

Central Council of Tlingit and Haida Indian Tribes of is a federally recognized Indian tribe and, as such, possess sovereign immunity. Neither this Agreement nor any provision in this Agreement or task orders awarded from any contracts awarded is intended to be, shall be deemed to be or may be construed as a waiver of sovereign immunity. Nothing in this agreement may be construed to constitute the agreement of either party to suit in the courts of the State of Alaska.

**DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION – 2 CFR 200.214;
Executive Orders 12549 and 12689** [Applicable to all federally assisted contracts which exceed \$25,000]

Instructions for Certification:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor and lower tier participants knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the T&H may pursue available remedies, including suspension and/or debarment.
2. The prospective contractor and lower tier participants shall provide immediate written notice to the T&H if at any time the prospective contractor and lower tier participants learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689. You may contact T&H for assistance in obtaining a copy of those regulations.
4. The prospective contractor and lower tier participants agree by submitting this proposal or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the T&H.
5. The prospective contractor and lower tier participants further agree by submitting this proposal or proposal that it will require the language of this certification be included in all subcontracts and all lower tier participants shall certify compliance with this requirement.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the T&H may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction

- (1) The prospective contractor and lower tier participants certifies, by submission of this proposal or proposal, that neither it nor its "principals" is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or division.
- (2) When the prospective contractor and lower tier participants are unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 2 CFR 180 apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____
Name and Title of Contractor's Authorized Official: _____ Date: _____

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING - 31 USC 1352

[Applicable to all federally assisted contracts and to all related subcontracts which exceed \$100,000]

A offeror must submit to the T&H the below certification with its proposal response for any federally assisted contract that exceeds \$100,000. Proposals that are not accompanied by a completed certification may be rejected as nonresponsive.

1. The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal division, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal division, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and **submit Standard Form-LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions.

2. The undersigned also agrees that he or she shall require that the language of this certification be **included in all lower tier subcontracts, which exceed \$100,000** and that all such recipients shall certify and disclose accordingly.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

APPENDIX C – SCOPE OF WORK

SCOPE OF WORK

1. **Scope** – Perform construction services as indicated to assist T&H in the development and execution of a fixed wireless network leveraging 2.5 GHz and 3.5 GHz CBRS spectrum delivering last mile broadband access to Southeast Alaska. NOTE: Below is an example scope of work to be performed. This is for information only to assist Offerors in understanding our project and approach. The work below will be incorporated into individual task orders at a later date after contract award(s).

Sample descriptions of work included:

A. INSTALLATION:

- i. Installation of layer 3 and backhaul network equipment, wireless equipment and other telecommunications equipment as specified into existing communications meet me structures, telecommunications rooms or Server Rooms. Install radio network equipment on existing or new self-support or guyed towers and building roof tops.
- ii. Installation of new self-support or guyed tower and foundation on greenfield or brownfield site with telecommunications cabinets and back-up generators and local utility tie-ins.
- iii. Telecommunications cabinets may contain a power plant, batteries, battery disconnect, PDU, AC/DC inverter for all non –DC native components, all networking, radio and other associated devices. Install power feeds to new plant and install power cabling to each unit of equipment. Components will be grounded as required. Power conductors will be installed where required. All required cables, connections and jumpers for power and communications will be installed to network equipment. At the equipment RAD, contractor will install pole mount infrastructure, antennas, radios, and jumpers.

B. EQUIPMENT TESTING: Post-installation equipment will be tested.

C. CIVIL WORK: Included is earthwork, pavement repair and/or replacement, construction, and other miscellaneous civil work.

D. STAFFING: Provide experienced staff to complete the requested work.

We encourage both general contractors and specialty contractors to provide statements of qualifications as some task orders may be for specialty scopes only. A brief list of expected services is below:

1. General Contractor
2. Civil Contractor
3. Outside Plant Communications Contractor
4. Outside Line Power Contractor
5. Electrical Contractor
6. Concrete Services
7. ROW/Brush Clearing
8. Tower Erection Services
9. Low Voltage/Communications Wiring Services
10. Crane Services
11. Fencing Installation

2. Breakdown of contractor qualifications

Contractors may submit qualifications for the entire construction phase of the project, or for any of the specialty contractor work listed above in numbers 1 – 11, i.e., tower foundation construction. Subcontractors may be submitted along with the general contractor qualifications, but the subcontractor will be evaluated separately. Note that if a contractor submits a subcontractor, that subcontractor cannot be substituted for at a later date.

This IDIQ contract allows specific projects to be added via Individual Project Task Orders as they are developed. Individual projects will be packaged with project-specific details that supplement the standard specifications and terms of the basic contract. These individual project requirements will include detailed payment items, special or supplemental project specifications, drawings, specialized inspection terms, performance period requirements, owner-furnished property, owner-furnished facilities, or owner-furnished services, special contract requirements, exhibits, and other detailed requirements, applicable to the specific individual project. Task orders will be issued per the breakdown in the scope of work above, either per site or multiple sites, per T&H direction.

If a fair and reasonable price is reached through the individual project proposal process, an individual project task order will be prepared for the specific project. The actual contract value is based on the cumulative amounts of these individual project task orders and any subsequent modifications to them.

If a fair and reasonable price is not reached through the individual project proposal process, that individual project will be withdrawn for acquisition separate from this contract. Pricing of individual projects will be firm-fixed price.

Bonding requirements will be included with each individual project task order and will apply only to that specific individual project task order. There are no separate bonding requirements for the IDIQ contract as a whole.

Tlingit & Haida reserves the right to determine whether any specific individual project is to be made available under this contract. Numerous projects that also use the standard specifications and terms covered under this contract may be acquired separately from this contract. Typical projects that may be contracted separately often involve work that is more specialized in nature [e.g., a project for clearing only, a project that is primarily concrete work, a project that is primarily for tower erection, backhaul, etc.]. Other factors may also influence whether projects are applied under this contract.

3. **Submittals** – Provide Submittals as requested in task order. Preliminary submittals shall be provided to the T&H within 14 days of task order issuance. NOTE: There are no submittals in the RFQ process, but these clauses will be included in the contract for each task order issued thereof.

Submittals shall include the following unless otherwise required in the specification:

1. Date and revision dates.
2. Project name and contact number.
3. Names of contractor, subcontractor, supplier, and manufacturer.
4. Specifications section number.
5. Field dimensions and relation to adjacent structures.
6. Applicable standards such as ASTM or Federal Specifications.
7. Contractor's stamp, initial, or signature, certifying the review of submittal, verification of field measurements, and compliance with contract documents.

Provide all submittals within 14 calendar days of contract award unless otherwise required by the specification.

Unless otherwise stated in the contract, the contractor shall furnish all materials and equipment required for the performance of the contract. All materials and equipment shall comply with the specifications and

supplemental documents. The Contractor shall furnish and deliver the material and equipment to the work site in such a manner that their quality and fitness for the work are preserved.

Measurement and payment for contract work will be made only for those pay items included in the Schedule of Items.

APPENDIX D – CONTRACTOR INFORMATION

SUBMITTED BY:

SUBMITTED TO:

(Insert name and address below.)

*Tlingit & Haida – Tidal Network
PO Box 25500
Juneau AK 99802*

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.) _____

THIS CONTRACTOR’S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor’s Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization’s Authorized Representative Signature

Date

Printed Name and Title

EXHIBITS

Exhibit A – Company Information

A.1 Name of Company _____

A.1.1 Location _____

A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name. _____

A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used. _____

A.1.1.4 Identify the address of your organization’s principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

A.1.2 Legal Status

A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership. _____

A.1.3 Other Information

A.1.3.1 How many years has your organization been in business? _____

A.1.3.2 How many full-time employees work for your organization? _____

A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code. _____

A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a Tlingit & Haida tribal citizen-owned business, Alaska Native or American Indian-owned business, other minority business enterprise, woman business enterprise. _____

A.2 EXPERIENCE

A.2.1 Complete Exhibit D to describe up to three projects, either completed or in progress, that are representative of your organization’s experience and capabilities.

A.2.2 State your organization’s total dollar value of work currently under contract. _____

A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed: _____

A.2.4 State your organization’s average annual dollar value of construction work performed during the last five years. _____

A.3 CAPABILITIES

A.3.1 List the categories of work that your organization typically self-performs. _____

A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

A.3.4 Does your organization use a project management information system? If so, identify that system. _____

A.4 REFERENCES

A.4.1 Identify three client references:

(Insert name, organization, and contact information)

Name, Organization

Contact Information

Name, Organization

Contact Information

Name, Organization

Contact Information

A.4.2 Identify one bank reference:

Bank Name

Contact Information

A.4.4 Identify three trade references:

(Insert name, organization, and contact information)

Name, Organization

Contact Information

Name, Organization

Contact Information

Name, Organization

Contact Information

Exhibit B – Financials

B.1.1 Federal tax identification number: _____

B.1.2 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years? YES _____ NO _____

B.2 DISPUTES AND DISCIPLINARY ACTIONS

B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.) YES _____ NO _____

B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management: YES _____ NO _____ (If the answer to any of the questions below is yes, provide an explanation.)

- 1 failed to complete work awarded to it? _____
- 2 been terminated for any reason except for an owners' convenience? _____
- 3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000? _____
- 4 filed any lawsuits or requested arbitration regarding a construction project? _____

B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2. YES _____ NO _____ (If the answer to any of the questions below is yes, provide an explanation.)

- 1 been convicted of, or indicted for, a business-related crime?
- 2 had any business or professional license subjected to disciplinary action?
- 3 been penalized or fined by a state or federal environmental agency?

PROJECT:
PO Box 25500
Juneau, AK 99802

CONTRACTOR'S PROJECT OFFICE:
(Identify the office out of which the contractor proposes to perform the work for the Project.)

TYPE OF WORK SOUGHT
(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, earthwork subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

CONFLICT OF INTEREST
Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project. _____

Exhibit C – Performance of the Work

C.1.1 When was the Contractor’s Project Office established? _____

C.1.2 How many full-time field and office staff are respectively employed at the Contractor’s Project Office?

C.1.3 List the business license and contractor license or registration numbers for the Contractor’s Project Office that pertain to the Project.

C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked. _____

C.1.5 Identify portions of work that you intend to self-perform on this Project. _____

C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

C.2 EXPERIENCE RELATED TO THE PROJECT

C.2.1 Complete Exhibit D to describe up to three projects performed by the Contractor’s, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

C.2.2 State the total dollar value of work currently under contract: _____

C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed: _____

C.3 SAFETY PROGRAM AND RECORD

C.3.1 Does your Company have a written safety program? YES _____ NO _____ (If yes, a copy will be required if awarded the contract)

C.3.2 List all safety-related citations and penalties the Contractor’s Project Office has received in the last three years.

C.3.3 Attach the Contractor’s OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

C.3.4 Attach a copy of your insurance agent’s verification letter for your organization’s current workers’ compensation experience modification rate and rates for the last three years.

C.4 INSURANCE

C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

C.5 SURETY

C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

YES _____ NO _____

C.5.2 Surety company name:

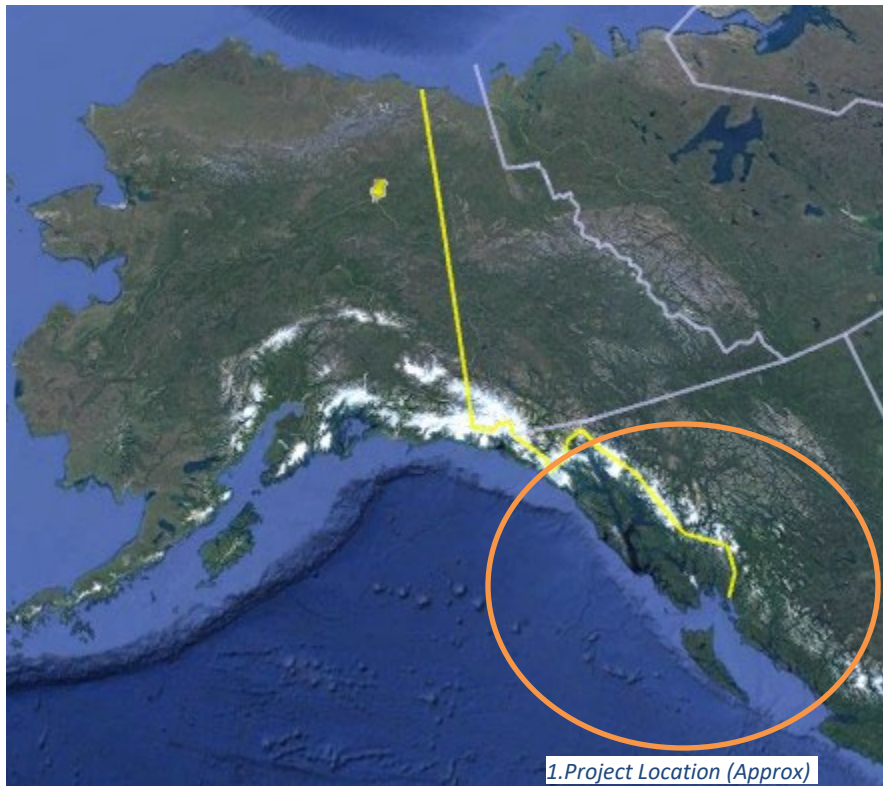
C.5.3 Surety agent name and contact information:

C.5.4 Total bonding capacity:

C.5.5 Available bonding capacity as of the date of this qualification statement:

Exhibit D – Contractor’s Past Performance

	1	2	3
Project Name			
Project Location			
Project Type			
Owner			
Architect			
Contractor’s project executive			
Key personnel (include titles)			
Project Details	Contract Amount: _____ Completion Date: _____ % Self-performed work _____	Contract Amount: _____ Completion Date: _____ % Self-performed work _____	Contract Amount: _____ Completion Date: _____ % Self-performed work _____
Project Delivery Method	<input type="checkbox"/> Design-proposal-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM Constructor <input type="checkbox"/> CM Advisor <input type="checkbox"/> Other _____	<input type="checkbox"/> Design-proposal-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM Constructor <input type="checkbox"/> CM Advisor <input type="checkbox"/> Other _____	<input type="checkbox"/> Design-proposal-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM Constructor <input type="checkbox"/> CM Advisor <input type="checkbox"/> Other _____



Project Narrative:

Tlingit and Haida is Soliciting **contractors** capable of constructing communication towers, adding to existing towers, installing associated equipment, and turning up Internet service to multiple communities in Southeast Alaska. This solicitation, and the similar one for Professional and technical services, is not intended to award contractors with work at this time, but rather to qualify them for contract issuance as part of a Multiple Award Task Order Contract (MATOC), after which task orders will be issued by T&H throughout the contract performance period. It should be noted that multiple contractors can be qualified and later utilized for similar work. Task orders will be competitively solicited and Tlingit and Haida will award on best value.