IIPAY NATION OF SANTA YSABEL

Housing Department

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**PROJECT NAME: 2020 INDIAN COMMUNITY DEVELOPMENT BLOCK GRANT (ICDBG) SIX SCATTERED SITES  
WEDNESDAY May 10th, 2023**

The Iipay Nation of Santa Ysabel is seeking proposals from qualified firms or person(s) for manufactured homes for entitled sites on the Santa Ysabel Indian Reservation, Santa Ysabel California as specified in the Scope of Work below in this request for proposals. You are invited to submit a proposal to be received by Iipay Nation of Santa Ysabel no later than May 24th, 2023 by 2PM. This is a closed bid.

A. DESCRIPTION OF WORK:

Reference General Specifications EXHIBIT A in Attachment G and Attachment H Detail Specifications Excel Spreadsheet.

This Request for Proposal is funded by a Federal Grant. Firm Fixed closed bid.

NO CHANGE ORDERS WILL BE ACCEPTED.

NO PLANS OTHER THAN THE SPECIFICATIONS ARE AVAILABLE.

B. SITE VISIT: May 17th, 2023 @ 10 AM PST: 100 School House Road, Santa Ysabel, CA

Bidders are urged to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for withdrawal of a bid after opening or constitute grounds for a claim after contract award. No verbal questions will be answered during the site visit. Please bring written questions.

C. Bid Guarantee:

A bid guarantee in the form of a certified check or bank draft payable to the Owner in an amount equal to ten percent (10%) of the bid is required to be submitted with each bid. The awarded vendor must deposit the 10% in the escrow account set up by the vendor. Account will be in vendor name and Iipay Nation of Santa Ysabel. The escrow account with the bid guarantee will be held until final acceptance by the Iipay Nation of Santa Ysabel.

\*HUD requires a bid bond. California bid bond companies do not grant bid bonds on BIA trust lands, therefore the bid guarantee will replace the HUD bid bond requirement.

D. Schedule of events.

* RFP released May 10th, 2023 via email
* Site visit May 17th, 2023 @ 10am
* Written questions answered via email to all bidders May 11th, 20023
* Bids due sealed bid process May 24th, 2023 by 1pm
* Award May 25th, 2023
* Notice to proceed May 25th, 2023
* Homes to be completed by (weather permitting) September 6th, 2023

E. Withdrawal of Bid

Bids will be DUE on May 24th, 2023 by 2PM PST. Bids may not be withdrawn for a period of 60 days following the opening of bids or a bid guarantee will be forfeited.

A. Bids are to be hand-delivered to 100 School House Road, Santa Ysabel, CA (blue social service building) or emailed to lmangels@iipaynation-nsn.gov

B. Bidder’s Check List: Sealed bid due by May 24th, 2023 @ 2 PM PST

1 original and 1 copy. (via email and USPS)

1. General Specifications Exhibit A

2. Bid Guarantee Exhibit B

3. Non-Collusive Affidavit Exhibit C

4. Managerial Capacity Exhibit D

5. Detail Specifications please copy the excel spreadsheet to a CD

6. Timeline assumes start date (NTP) of May 25th, 2023 complete by September 1st, 2023; state each major milestone and the date to complete that milestone.

7. Floor plans for each bedroom model

8. Warranties Exhibit E

9. Foundation Systems Exhibit F

10. Cost Sheet Exhibit G

F. Evaluation of Bid:

1. Managerial Capacity 30 points

2. Warranties 5 points

3. Foundation 5 Points

4. Detail Specifications one point for each exceeded requirement at no additional cost.

Maximum 30 points

5. Cost:

a. The Iipay Nation of Santa Ysabel is seeking the best value product. Best value is defined as the product with the most points in item 4 and has the lowest cost. 30 points

b. The Iipay Nation of Santa Ysabel is seeking the best value product. Best value is defined as the product with the most points in item 4 and has the mid-range cost. 20 Points

c. The Iipay Nation of Santa Ysabel is seeking the best value product. Best value is defined as the product with the most points in item 4 and has the highest cost. 10 Points

Total of 100 points

The award is to the bidder with the highest points.

G. Indian Preference:

Competition in this bid solicitation will be open to all qualified bidders. However, if a bid is received from at least one qualified Indian organization or Indian-owned economic enterprise. The Indian-owned bidder will receive 5 Points.

Bidders claiming Indian preference will be required to provide the following documents:

1. Tribal Enrollment ID with picture or

2. Letter from the Tribe with verification of ID.

3. Proof of 51% ownership and operation of the bidder’s entity.

If Item 1 or 2 is missing Indian Preference will NOT be awarded. If Item 3 is missing Indian Preference will NOT be awarded.

E. Bid Document contains the following and will be part of the awarded contract:

1. Instructions to the Bidders

2. General Specifications Exhibit A

3. Detail Specifications spreadsheet after completion (copy to CD)

4. Bid Guarantee Exhibit B

5. Non-Collusive Affidavit Exhibit C

6. Managerial Capacity Exhibit D

7. Warranties Exhibit E

8. Foundations Exhibit F

9. Cost data Exhibit G

10. General Contract Conditions emailed as part 3

H: Schedule of payments:

* Approval of final home order from Iipay Nation of Santa Ysabel 30%
* Confirmation from the factory that homes are to be delivered 40%
* Delivery of homes 10%
* Acceptance of homes by the Iipay Nation of Santa Ysabel 20%

Upon the close of escrow with Titles to the homeowners the bid guarantee will be returned with no interest payment.

SUBMIT one original and 2 copies.

EXHIBIT A

GENERAL SPECIFICATIONS

A. Notice of Rights:

1. Iipay Nation of Santa Ysabel reserves the right to reject any or all proposals, waive any informality in the RFP process, or terminate the RFP process at any time if it is deemed to be in its best interest.

2. Iipay Nation of Santa Ysabel reserves the right not to award a contract pursuant to this RFP.

3. Iipay Nation of Santa Ysabel reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer.

4. Iipay Nation of Santa Ysabel reserves the right to determine the days, hours, and locations that the successful bidder shall provide the services called for in this RFP.

5. Iipay Nation of Santa Ysabel reserves the right to retain all proposals submitted.

6. Iipay Nation of Santa Ysabel reserves the right to negotiate the fees proposed by the bidder.

7. Iipay Nation of Santa Ysabel reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to: incomplete Proposals and/or Proposals offering alternate or non-requested services.

8. Iipay Nation of Santa Ysabel shall have no obligation to compensate any bidder for any costs incurred in responding to this RFP.

9. The award from this RFP is dependent entirely upon federal funding. Therefore, no change orders will be accepted. The amount bid is a firm-fixed-price.

10. It is the obligation of the Contractor to propose a housing unit that provides the best value to the Iipay Nation of Santa Ysabel to all the terms of the RFP.

11. Iipay Nation of Santa Ysabel reserves the right to inspect a like-home model prior to any contract award.

B. Six (6) housing units:

C. All homes must be Energy Star rated:

1. Heating \*\*
2. Washer
3. Dryer
4. Stove \*\*
5. Refrigerator
6. Dishwasher (Optional)
7. Hot Water Heater \*\*

Quote all electric appliances. Provide a separate quote for the propane option for the \*\*

appliances above.

D. All homes must have a water saver for all plumbing; faucets, toilets, etc.

E. All homes must be WILDFIRE URBAN INTERFACE Complaint

F. All homes are low set: DO NOT Quote any grading

1. Explain the foundation system.

G. All homes for disabled must have a ramp at the front or back entrance (homeowner option). The Ramp will be used for walkers and or wheelchairs. The top landing must be at least 6 feet wide. Provide detailed drawings.

H. Detail Specifications

1. The detailed specifications are on the attached EXCEL Spreadsheet.

2. The bidder must complete each item:

3. Mark each item if it meets the requirement

4. If your product exceeds the requirement, explain why it does.

5. If you recommend an alternative that has an additional cost. Insert that option on the cost sheet under options.

I. Grading is NOT to be included in the proposal Cost:

EXHIBIT B

BID Guarantee

10% of Total Bid

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PRINCIPAL, and as SURETY, are held and firmly bound unto herein called the "Owner" in the penal sum of $\_\_\_\_\_\_\_\_\_, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted this accompanying bid, dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**NOW, THEREFORE**, if the Principal shall not withdraw a said bid within the period specified therein after the opening of the same, or, if no period specified, within sixty (60) days after the said opening, and shall within the period specified, therefore, or, if no period specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and have the required performance and payment security for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give security within the time specified, if the Principal shall pay the Owner the difference between the amount specified in the said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount is in excess of the former, then the above obligation shall be void and of no effect, otherwise, it shall remain in full force and effect.

**IN WITNESS WHEREOF**, the above-bound parties have executed this instrument this \_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the name and the corporate seal of each corporate party being

hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal Surety

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title Name and Title

EXHIBIT C

FORM OF NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

and says: That he is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being first duly sworn, deposes and says That he is,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of the said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract, and that all statements in a said proposal for bid are true.

Project Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

EXHIBIT D

Managerial Capacity

Managerial Capacity 30 Points

A. ­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be the project manager on-site for the entire project.

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has the following experience:

1. Recent

The past 4 years has been the project manager for:

List at least 3 clients and projects.

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2. Relevant

PM has been the project manager who has coordinated with the following:

a. Indian Health Services and

b. SDG&E and

c. Grading contractors and

d. Tribal Governments and

List at least 3 clients and projects.

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3. Successful

PM has been the project manager who has completed the project on time within budget. The client has accepted the project and final payment was made to the vendor.

List at 3 clients and projects, address, and phone number.

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Points:

30 points for 3 same clients under recent, relevant and successful.

20 points for 2 same clients under recent, relevant and successful.

10 points for 1 client under recent, relevant and successful.

EXHIBIT E

WARRANTIES

A. WARRANTIES

1. Minimum 2-year warranty for workmanship and materials.

2. Minimum 20-year warranty for roofing shingles

3. Minimum 5-year warranty for any structural defects

4. List the manufactures warranty for all appliances including air conditioning.

5. Minimum 5-year warranty on electrical, plumbing, stub outs, siding, concrete work, trim, windows, and ramps.

\*Provide a detailed description of each of the above 5 items.

\*If your product exceeds the requirement you are awarded one point.

\*Item 4 must detail each manufacturer and their warranty period at one point.

Exhibit F

Foundation Configuration

A. Foundation Configuration:

1. HUD minimum requirements state that the dirt floor must be covered by a 6mm polyethylene plastic vapor barrier.

2. Provide a quote for block concrete foundation with concrete runner’s depth of 6 inches and width of 12 inches

3. Explain how the foundation is earthquake tolerant.

4. Provide a detailed drawing of your system.

B. Minimum requirements are concrete steps.

C. Provide a drawing of the ADA compliant ramps, giving length, slope, and width, and turnaround dimensions.

Points: Three points for item A, one point for item B and one for item C.

D. Backfill and machine compaction after the low set block wall is completed.

Exhibit G

Cost Summary

PROJECT NAME: 2020 Indian Community Development Block Grant (ICDBG) Scattered Sites New Manufactured Homes

TO THE: Iipay Nation of Santa Ysabel (Owner)

1. The undersigned, having been familiarized with the existing conditions at the site of the work, and with the Contract Documents, which include the Invitation for Bids, Instructions to Bidders, the Bid Bond, the Non-Collusive Affidavit, the requirements for Performance and Payment Security, the form of Construction Contract, General Conditions, any applicable Special Conditions, Specifications, hereby proposes to furnish all supervision, technical personnel, labor, material, machinery, tools, equipment, fixtures, and services including transportation services, and to perform and complete all work required within the time specified in the Contract Documents for the sum shown below.

A. TOTAL BID: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. TOTAL WRITTEN SUM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The funding for this project is from a Federal Grant. The total bid is a firm-fixed-price. NO

change orders will be accepted after the award.

ALL HOMES ARE LOW SET

Six (6) 1 Bedroom Homes

1 Home is set aside for people with disabilities and will require ADA accessibility.

DETAILED COST BREAKDOWN

Please include the model name/number and manufacturer on each bedroom model.

The bidder is responsible to complete a line item for each model. The line item total must equal the cost for that bedroom model.

Escrow account cost must be included for each home.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Official Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Valid Contractor Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance data: Name of Insurer Amount of Insurance-

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Insurance

Please Attach Proof of Insurance