

THE KLAMATH TRIBES

HOUSING DEPARTMENT

INVITATION

FOR

BID

DEMOLITION AND REBUILD

IFB 54-23-1

ISSUED: AUGUST 15, 2023

CLOSES: 3:00 PM AUGUST 30, 2023

**Klamath Tribes Housing Department
 Invitation for Bids (IFB)
 IFB Number: 54-23-1
 Demolition and Rebuild**

A. General Information:

The Klamath Tribes Housing Department (KTHD) is requesting a Lump Sum Price Bid from interested contractors to perform the demolition of an existing single family house and rebuild a new single family house. The Scope of Work (SOW) fully describes the work required. Bidders should note that any and all work intended to be subcontracted as part of the bid submittal must comply with the Klamath Tribes Procurement policy and HUD regulations.

Contractor must have three (3) years experience in construction and or general contractor work; and Provide three (3) references: Name, and Email, or Telephone number of the last three jobs of similar size/scope.

Bidders cannot be disqualified or suspended from doing business with Federal government. Registration on sam.gov is highly recommended. The Tribes will check sam.gov, HUD, State, and other registries.

<i>Document Type</i>	<i>Attachment Number</i>	<i>Contractor Completes</i>	<i>Pre-Contract Completion</i>
Invitation For Bid (IFB)			
Scope of Work Form	Attachment: 1	X	
Contractor Cost Estimate Form	Attachment: 2	X	
Special Conditions	Attachment: 3	X	
Competitive Bid Form Checklist	Attachment: 4	X	
Non-Collusive Affidavit	Attachment: 5	X	
Reference Form	Attachment: 6	X	
Wage Determination Sheet	Attachment: 7	Use for submitting bid and on project	
Certified Payroll Forms	Attachment: 8		X
HUD 5369 Instructions to Bidders	Attachment: 9		X
HUD 5369-A Representation, Certifications of Bidders	Attachment: 10		X
HUD 5370-EZ General Contract Conditions (Small Const.)	Attachment: 11		X
W-9 Request for Taxpayer	Attachment: 11		X
Indian Preference Qualification (IPQ)	Attachment: 13	Only required if bidder will claim IP Call Randee Sheppard for IPQ form	

B. Instructions for Bidders:

Described below are the technical requirements for the material, product, or service to be procured, including the minimum essential characteristics and standards which must be met to satisfy its intended use.

1. The IFB is directed at licensed general contractors. Bidder must be able to provide all necessary materials and equipment and adhere to all federal, state, and local building codes to complete the project described in **Attachment 1 of the Scope of Work.**
2. After bid award, KTHD and Contractor will have a Pre-Contract meeting to complete all documents/contract.
3. All bid prices must include a, new home warranty that protects against structural defects for five years and major home systems for two years.

C. **Contractor’s Qualification Requirements:**

The Klamath Tribes and Housing Department will award contracts to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the Tribes Housing Department will consider the following Quality Requirements outlined in this section. Bidder is responsible to demonstrate ability to meet the Quality Requirements in the Bid submittal.

- Bidder integrity;
- Bidder compliance with public policy;
- Bidder record of past performance;
- Bidder financial and technical resources (including construction and technical equipment).

Required

1. Selected Bidder must provide the following documents with Bid or at Pre Contract meeting.

#	Description of Required Item	w/Bid	w/Contract
a.	Certificate of Insurance (CoI) (auto, general liability, and/or workmen’s comp)	X	
b.	Provide a copy of current Contractors Board Certificate of License (CCB)	X	
c.	Federal Employer ID (EIN/TIN) or Social Security Number (SSN)	X	
d.	Bonding: 10% contingency will be withheld from payment until project completion		X

D. **Evaluation Factors and Scoring:**

1. **Selection Procedures:**

The Invitation for Bid (IFB) and Klamath Tribes Procurement Policy are used to select the lowest responsive and responsible bid that is deemed most advantageous to the project. The Klamath Tribes requires the following:

- Bids submitted and received by the closing date and time will be reviewed.
- The Tribes Administration/KTHD reserves the right to reject any and all bids based on documented reasons.
- The Klamath Tribes may request additional information during review of responsive bids.
- The Klamath Tribes/KTHD may accept or negotiate any bid to establish the most advantageous terms.
- The decision of The Klamath Tribes’ shall be final and not subject to appeal.
- The contract will be awarded no later than thirty (30) days after the bid opening.

2. **Anticipated Solicitation Schedule**

<i>Date</i>	<i>Schedule of Information</i>
08/15/2023	Bid sent for solicitation
08/28/2023	Receipt of Questions of Inquiry by 4:00 p.m.
08/30/2023	Bid closes at 3:00 p.m.
08/30/2023	Bid opening at 3 p.m. in the Housing Department

3. **Questions:**

By **4:00 p.m. on 08/28/2023**, email questions to Barbara Smedley at barbara.smedley@klamathtribes.com.

Return responses will be emailed, mailed or faxed to all bidders on record requesting information from KTHD.

A bidder may correct, modify, or withdraw a bid by written notice received by the Tribes prior to bid opening. Modifications must be submitted in a sealed envelope labeled “Modification No. _.”

All questions must be in writing and directed to the Procurement Specialist. 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 IFB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the IFB. The Procurement Specialist will make that decision. For any questions on the bid, please contact Barbara Smedley (541) 783-2219 ext.110 or barbara.smedley@klamathtribes.com

4. **Addenda:**

Substantive questions and answers will be issued as official addenda to this IFB. Changes or modifications to this IFB shall be binding on the Tribes only if in the form of written addenda which is issued by the Tribes.

5. **Method of Scoring:**

All bids received on time will be evaluated and scored as follows:

- a. By lowest responsive responsible Lump Sum Price.
- b. Quality Requirements information has been provided with bid.
- c. Indian preference (IP) claim: Must provide Indian Enterprise Qualification (IEQ) Form to claim 10%.

100 TOTAL POINTS POSSIBLE (without Indian preference)

E. **Instructions for Submitting Bid:**

Return bid in a sealed envelope clearly marked according to the following instructions below. One (1) original copy with pricing sealed in separate envelope and two (2) copies of proposal shall be submitted. Alternate bids will not be accepted. Bids will not be accepted by email or fax.

Sealed Bid can be submitted in person, through US Postal Service, or by ground delivery to:

The Klamath Tribes
Administration Office
Attention: Barbara Smedley, Procurement Specialist
P.O. Box 436
501 S. Chiloquin Blvd.
Chiloquin, OR 97624

On outside of sealed envelope write: 54-23-1 KTHD Demolition and Rebuild

F. **Closing/Opening Date and Time and Method of Solicitation:**

- 1. Bids will be accepted at the address listed above up to **3:00 p.m. on August 30, 2023**. All timely responses to this IFB will be considered. The Klamath Tribes reserve the right to reject any and all bids including those bids received after the closing date and time. If, at the time of the scheduled bid closing date, The Klamath Tribes Administration is closed due to uncontrolled events or Administration closures, bids will be accepted until 2:00 p.m. on the next normal business day.
- 2. Bids will be opened at **3:00 p.m. on August 30, 2023** at the Klamath Tribal Administration office, 501 S. Chiloquin Blvd., Chiloquin Oregon in the Housing Department. If, at the time of the scheduled bid opening date, The Klamath Tribes Administration is closed due to uncontrolled events or Administration closures, bids will be opened at 3:00 p.m. on the next normal business day.
- 3. This IFB has been published by:

x	Publication in a Newspaper of general circulation
x	Direct solicitation of bids from an adequate number of known sources
x	klamathtribes.org, the official website of The Klamath Tribes

G. Indian Preference:

1. The Klamath Tribes and prospective bidders shall follow the Indian Preference requirements outlined in the Klamath Tribes Procurement Policy in Chapter IX as approved 8/10/2016.

H. Provisions:

1. The Klamath Tribes and prospective bidders/contractors shall follow The Klamath Tribes Procurement Policy approved 8/10/16 in the solicitation, review, and award of all Bids.
2. The Klamath Tribes shall provide fair and open competition in the solicitation and award of all Bids.

Scope of Work

Project

Introduction: The Klamath Tribes Housing Department invites bids to perform a demolition on an existing single family house and build a new single family house on the same lot. Bidders are invited to submit a bid that exhibits a work plan showing your qualifications and experience that meet our requirements and can complete the project in a realistic and timely manner.

Provide an estimated with a minimum of material and labor cost for each item on the Cost Consideration (Attachment 2). Alternatively, can provide estimate from company software.

Pre Bid Meeting at Project Site:

The purpose of the Pre Bid Meeting is to allow prospective contractor's to view the project and speak with the KTHD and/or the KTHD Project Manager in order to give a realistic and accurate bid.

- **The Project site 307 S. Lalakes, Chiloquin , Oregon. To view the location contact the Project Manager to set up date and time.**
- **Michale Mabou is the Project Manager for KTHD.**
- Email: michale.mabou@klamathtribes.com, or telephone 541-783-2219, Ext 135
- Bids must be as realistic and accurate as possible.
- **Permitting:** The Contractor is solely responsible to obtain all permits required for this project including but not limited to: Building and Trade permits from Klamath County and all other City, State, and Federal permits required. The Contractor is responsible for supplying documentation necessary to the permitting authorities.
- U.S. Department for Housing and Urban Development and Davis-Bacon Regulations apply to any trades work performed on site. **This is a Davis Bacon Wage job.** (Attachment 7- Wage Determination)

Detailed Project List

PHASE 1 – DEMOLITION – this phase can be done by contractor or sub-contracted out.

- Acquire all permits and/or certificates needed to begin demolition.
- Building has been inspected and is clean of asbestos. Have the letter need final clearance/certification prior to demolition
- Arrange for all utilities to be temporarily capped and secure for demolition and reused in new building
- Supply all labor, materials and equipment to complete demolition
- Dust shall be suppressed by a continuous water spray during demolition
- Backfill – if required shall be filled with clean fill dirt. A layer of topsoil shall be compacted and graded at the foundation and feathered out eighteen (18) inches
- Area to be cleaned and graded to drain properly and level with surrounding grades. A minimum of two (2) inch topsoil shall be placed on all areas affected by equipment or removal of structures and reseeded if necessary
- Remove all debris completely to include house walls, doors, windows, aprons, pipes, wires and other appurtenant structure debris, and haul off
- Contractor to provide all necessary safety precautions during demolition to include safety fencing around work locations
- Provide temporary power required to complete work if needed (generator system)
- Prepare area for new home

PHASE 2 – REBUILD – this phase can be done by contractor or sub-contracted out.

- A frame house – The Klamath Tribes has a design in mind
- 4 bedroom
- 2 bathroom
- Garage
- 2000 square foot minimum
- Hook up electrical, water, gas, etc
- Turn Key ready
- Transfer of ownership upon completion.

Permits:

Obtain required permits.

Other Work:

If a bidder has identified a repair/replacement that is not listed in the Scope of Work, Detailed Project List which the Bidder feels is required to complete the project, Bidder should ask at the Pre-Bid meeting, or submit questions by email to Michale Mabou on or before the deadline for questions.

Contractor Cost Estimate Form

Phase 1 Demolition

Materials	\$
Labor	\$

Phase 2 Rebuild

Materials cost per sq. ft.	\$
Labor	\$

Materials cost per sq. ft.	\$
Labor	\$

Permits:

Materials cost	\$
Labor	\$

Permit Costs	\$
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Total Materials	\$
Total Labor for full job	\$
Total Bid	\$

X

Bidder's Initials

Special Conditions

Contract Term:

The length of the contract will be from the date of award, approximately **September 1, 2023**, for approximately eleven **(11) months or** until completion.

Delivery deadline, weather permitting, from date the contract is signed with \$100.00 per day liquidated damages assessed for all days over the contract deadline.

All contractors and his/her subcontractor must adhere to the following:

- a. Klamath Tribal Determination Residential Wage Rate Schedule dated October 2018
- b. Davis Bacon Wages.
- c. HUD Form 5369, Instructions to Bidders for Contracts Public and Indian Housing Programs.
- d. HUD 5369-A, Representations Certifications and other Statements of Bidders
- e. HUD5370-EZ General Contract Conditions (small construction/development contracts greater than \$2,000 but not more than \$150,000)
(HUD documents can be found at www.HUD.gov)

The Klamath Tribes reserves the right to reject any and all bids, or to waive any formalities or irregularities in the solicitation.

Any deviation from the Scope of Work must be approved in writing, by the Klamath Tribes Housing Department.

Contract Administration

The administration of this contract is the responsibility of the Procurement Specialist or person appointed by the Department of Housing Director.

Contract Funding

Department of **HOUSING**, estimates a budget of between **\$300,000** and **\$400,000** dollars for this contract. Bids priced at more than **\$500,000** will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

Contract Extension

Unless otherwise provided in this IFB, The Klamath Tribes and the successful bidder/contractor agree: (1) that any extension 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) the Housing Department Director will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed via a written contract amendment.

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, The Klamath Tribes will provide the contractor 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 per 137-049-0910.

The contractor will not commence additional work until the Procurement Specialist has secured required tribal approvals necessary for the amendment and issued a written contract amendment.

Subcontractors

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall be considered in determining whether the bidder meets the requirements set forth in prior experience.

If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Oregon business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause The Klamath Tribes to consider their bid non-responsive and reject it.

Note that if the subcontractor will not be performing work within Oregon, they will not be required to hold an Oregon business license.

Contract Performance Location

The location(s) the work is to be performed, completed and managed is at **307 S LALAKES**.

The Klamath Tribes will not provide workspace for the contractor. The contractor must provide its own workspace.

The contractor should include in their bid price: transportation, lodging, and per diem costs sufficient to pay for **1** person(s) to make **1** trip(s) to **307 SLALAKES**. Travel to other locations will not be required.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the Procurement Specialist in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause The Klamath Tribes to reject the bid as non-responsive, or cancel the contract.

f.o.b. point

The F.O.B. point for all items purchased under this contract is the final destination anywhere within The Klamath Tribes of Oregon. 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 The Klamath Tribes.

The cost of shipping and delivery to 307 S. La Lakes is to be included in the bid price

shipping damage

The Klamath Tribes 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. The Klamath Tribes will provide the contractor with written notice when damaged goods are received. The Klamath Tribes 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.

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 The Klamath Tribes. The Klamath Tribes may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Klamath Tribes 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 The Klamath Tribes to terminate the contract. In this event, The Klamath Tribes may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

continuing obligation of contractor

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

Competitive Bid Form Checklist Needs to Match IFB, Is this needed

Company Name:

Address:

Total Bid Amount: \$

This Checklist is for Bidder’s use in submitting the Bid. Please note some items can be provided at time of contract for selected Bidder.

#	Description (All information provided must be current)	Y	N	If selected
1	A signed and notarized Non-Collusive Affidavit is enclosed with Bid			
2	Copy of Federal TIN/EIN ID is enclosed with Bid. Number is:			
3	Copy of State Corporation Registry is enclosed with Bid. Number is:			
4	Copy of Contractor’s License (CCB) is enclosed with Bid. Number is:			
5	A copy of current Certificate of Insurance (CoI) listing Klamath Tribes Housing Department as a certificate holder is enclosed with the Bid.			
6	A copy of Workman’s Compensation Insurance coverage is enclosed with the Bid. This does not apply to working partnership(s).			
7	A copy of signed Partnership Agreement is enclosed. <i>Applicable only to partnerships.</i>			
8	Notarized Power of Attorney authorizing an individual to act as an agent for the said company. (Copy)			
9	Attachments 1-3 have been reviewed. Any required signed and provided with Bid			
10	The Contractor(s) Cost Form (Attachment 2) is enclosed with cost estimates.			
11	It is understood, that Bid may be eliminated if required documents are not provided.			

X
Bidder's Initials

**Non-Collusive Affidavit
Project 54-23-1 Demolition and Rebuild**

State of _____)
_____)
County of _____)

_____ being first duly sworn depose and says:

That I am _____
(Owner, Partner or Officer of the firm)

The party making the foregoing proposal or bid that such proposal or bid is genuine and not collusive of 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 of conference with any person to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price or that any other bidder, or to secure any advantage against The Klamath Tribes or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

X

Individual, Partner, Corporation

Subscribed and sworn to before me this _____ day of _____, 2019.

X

Notary Public for State of Oregon

My Commission expires: _____

(Seal)

Reference Form

Company:
Address:
City: State: Zip:
Telephone:
Email:

Company:
Address:
City: State: Zip:
Telephone:
Email:

Company:
Address:
City: State: Zip:
Telephone:
Email:

**Klamath Tribal Determined
Residential Wage Rate Schedule
October 2018**

Residential Construction Titles	Journeyman Wage Rates	Apprentice Wage Rates
Asbestos Worker/Insulator	\$21.25	\$15.00
Bricklayer/Stonemason	\$22.50	\$15.00
Carpenter	\$22.14	\$14.00
Cement Mason	\$24.00	\$14.50
Drywall, Lather, Acoustical & Ceiling Installer	\$21.33	\$13.10
Drywall Taper	\$19.00	\$14.50
Electrician	\$24.17	\$14.50
Glazier	\$22.50	\$14.50
Laborer (General)	\$15.81	\$12.25
Landscape Laborer/Technician	\$15.67	\$14.93
Painter Drywall Taper	\$19.20	\$14.80
Plaster and Stucco Mason	\$22.50	\$14.50
Plumber/Pipefitter/Steamfitter	\$24.17	\$14.50
Power Equipment Operator	\$27.50	\$15.00
Roofer	\$23.75	\$13.67
Sheet Metal Worker	\$22.50	\$13.67
Soft Floor Layer	\$18.75	\$13.67
Sprinkler Fitter	\$51.25	\$14.50
Tile Setter/Terrazzo Worker: Hard Tile Setter	\$26.88	\$14.50
Truck Driver	\$18.88	\$14.50

Adopted: 4/10/2019