MANIILAQ ASSOCIATION

Request for Proposals

RFP for Employee Housing Services

ISSUE DATE – May 29, 2025 CLOSING DATE – July 7, 2025

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation for Proposals

By this Request for Proposals ("RFP") MANIILAQ ASSOCIATION ("MA") invites qualified entities to submit proposals for providing Employee Housing Services, as described in Appendix C (which specifies the "Deliverables"), and in accordance with the contract and performance terms outlined in this RFP.

MA provides housing units in different areas of Maniilaq Service Area, with a majority of the units in Kotzebue.

MA seeks proposals to manage all tenant accounts, leases, turn-over services and security of all units.

1.2 RFP Contact

For the purposes of this procurement, the "RFP Contact" will be:

Paula Octuck, Director of Contracts E-mail Address: <u>rfpresponses@maniilaq.org</u> Phone Number: 907-442-7762

Proposers are prohibited from contacting other MA employees, officers, agents, officials or representatives about substantive matters related to this RFP. Failure to adhere to this restriction may result in the disqualification of the proposer and the rejection of the proposer's proposal.

1.3 Contract for Deliverables

MA's intent is to select one entity to perform the scope of work. After scoring, the top proposer will be asked to begin direct contract negotiations to reach agreement with MA for provision of the Deliverables. The terms and conditions in the Form of Agreement (Appendix A) form the basis for beginning negotiations between MA and the top Proposer. If agreement is not reached with the top proposer, MA reserves the option of entering into successive negotiations with second and/or third ranked proposers, in its discretion. Requesting additional information or clarifications from all responsive proposers is not negotiation for an agreement.

The term of the agreement is to be for a period of three (3) years, with options for MA to extend the agreement on the same terms and conditions for two (2) additional one (1) year terms. The total potential term of the contract is five (5) years.

1.4 **RFP** Timetable

RFP Invitation Distributed, available for Download	May 29, 2025
Deadline for Vendor Written Questions	June 19, 2025
Deadline for MA to Issue Addenda	June 20, 2025
Proposal Submission Deadline	July 7, 2025
Anticipated Initial Ranking	July 8, 2025
Commencement of Agreement Negotiation	July 8, 2025
Anticipated Execution of Agreement	August 7, 2025
Start of Service	October 1, 2025

This timetable is for planning purposes and may be changed by MA at any time.

1.5 Submission of Proposals

Proposals must be emailed to rfpresponses@maniilaq.org, no later than 5:00PM Alaska Standard Time on the deadline. Faxed proposals are not acceptable. Subject line should read: Housing Services RFP - Confidential: Do Not Open Until July 7, 2025.

1.6 Proposer's Review and Substantive Questions

Proposers should carefully review this RFP for errors, questionable or objectionable directions or content, and flag items requiring clarification. Proposers shall put their comments and/or questions in writing submit them to Maniilaq's contact at least 5 calendar days before the due date of proposals. This will allow time for Maniilaq to issue an addendum, if deemed appropriate, to the RFP recipients.

1.7 Proposer's Review and Directional Questions

If questions received involve no more than directing the questioner to a specific section of the RFP, questions may be responded to verbally, and do not require a written addendum.

1.8 Pre-Proposal Conference

A pre-proposal conference will be held only if extensive questions arise regarding the RFP.

1.9 Amendment of Proposals

Proposers may amend a previously submitted proposal by submitting the amendment via email to <u>rfpresponses@maniilaq.org</u> with the subject line as "AMENDMENT", as provided in 1.5 above, prior to the Submission Deadline. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.10 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a Proposer may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the Proposer. MA is under no obligation to return withdrawn proposals.

1.11

Proposal Correction: A proposal may be corrected by a written request received prior to the date of opening proposals. The request withdraws the original proposal.

1.12

Cancellation of the RFP: Maniilaq Association retains the right to cancel the RFP process if it is in Maniilaq's best interest. Under no circumstance will Maniilaq have any responsibility or liability for costs incurred by proposers for proposal preparation or expense.

1.13

Multiple Proposals: Maniilaq Association will not accept multiple proposals from the same proposer. Maniilaq reserves the right to reject all of a proposer's submissions if multiples are received or the intended submission is unclear.

1.14

Disclosure of Proposal Contents: A proposal's content shall not be disclosed to other proposers.

1.15

Retention of Proposals: All proposals and other material submitted become Maniilaq Association's property and may be returned only at Maniilaq Association's option.

1.16

Cost of Proposal Preparation: Any and all costs incurred by proposer's in preparing and submitting a proposal are the proposer's' responsibility and shall not be charged to Maniilaq Association or reflected as an expense of the resulting contract.

1.17

Delivery of Proposals: Maniilaq Association assumes no responsibility or liability for the transmission, delay to electronical proposals.

1.18

Media Announcements: Any and all media announcements pertaining to this RFP require the Maniilaq Association's prior written approval.

1.19

Other Governmental Requirements: It is the responsibility of the proposer to indicate within their proposal the applicability of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.

1.20

Binding Contract: This RFP does not obligate Maniilaq Association or the selected proposer until a contract is signed and approved by both parties. If approved, it is effective from the date of final approval by the Contracts Manager. Maniilaq shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract. Maniilaq may award all or part of the scope of work to a single or multiple companies.

Standard Terms and Conditions: The successful proposer is expected to enter into a contract with the terms and conditions stated in this RFP.

1.22

Concerns with the Special or General Provisions: If a proposer has concerns with either the Special or General Provisions, they should put their comments and/or questions in writing and submit them to Maniilaq's RFP contact at least ten calendar days before the due date of proposals. Maniilaq reserves the right to not award or cancel the award of the contract to a proposer who will not agree to the entire Special or General Provisions.

1.23

Performance Bonds and/or Surety Deposits: Maniilaq Association reserves the right to require a performance bond or surety deposit to assure the Contractor's performance of all contract terms and conditions.

1.24

Liquidated Damages: Maniilaq reserves the right to require liquidated damages to assure the Contractor's performance of all contract terms and conditions.

1.25

Additional Terms and Conditions: Maniilaq reserves the right to include additional terms and conditions during contract negotiations.

[End of Part 1]

PART 2 – EVALUATION AND NEGOTIATION

1.1 <u>Stages of Evaluation and Negotiation</u>

MA will evaluate proposals and negotiate the agreement following the stages below:

1.2 <u>Stage I – Mandatory Submission Requirements</u>

Stage I determines if mandatory submission requirements have been met by each proposal. If a proposal fails to satisfy mandatory submission requirements, MA may at its option issue a rectification notice identifying the deficiencies and providing the Proposer an opportunity to rectify the deficiencies. If the Proposer fails to satisfy mandatory submission requirements, its proposal will be excluded from further consideration. Mandatory submission requirements are as set out below.

1.2.1 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the Proposer.

1.2.2 Pricing

Each proposal must include pricing.

1.3 <u>Stage II – Evaluation</u>

Stage II will consist of the following two sub-stages:

1.3.1 Mandatory Technical Requirements

MA will review the proposals to determine whether mandatory technical requirements and requirements of Appendix C have been met. Questions or queries on the part of MA as to whether a proposal has met mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

1.3.2 Rating Criteria

MA will evaluate each responsive proposal on the basis of the rating criteria set out in Appendix C.

1.4 <u>Stage III – Concurrent Negotiations and BAFO (Best and Final Offer)</u>

1.4.1 Initial Ranking of Proposers

After the completion of Stage III, scores from Stage II and Stage III will be totaled and the Proposals will be ranked based on total scores.

Discussions: As determined by the evaluation process, proposers determined to be reasonably susceptible of award may be offered the opportunity to discuss their proposal with the procurement officer or evaluation committee. The proposal may be adjusted as a result of the discussion. Proposers may also be invited to submit a best and final proposal as a result of the discussion.

Presentations: Maniilaq reserves the right to require an oral presentation. As determined by the evaluation process, proposers deemed to be reasonably susceptible of award may be afforded the opportunity to give an oral presentation. If so afforded, proposers will be notified in writing of the presentation's requirements, date, time, location, and amount of time allowed for the presentation and/or questions and answer period. All costs associated with an oral presentation shall be borne by

the proposer.

Site Inspections: Maniilaq reserves the right to require a site inspection. Site inspections may be required of all proposers or limited to those that, as determined by the evaluation process, are reasonably susceptible of award. If so afforded, proposers will be notified in advance.

1.4.2 Concurrent Negotiations Option and BAFO Process

MA may at its option invite the top 2 Proposers to enter into concurrent negotiations. During these concurrent negotiations, MA may provide each Proposer with additional information and will seek further information and proposal improvements from each Proposer. After the expiration of the concurrent negotiation period, each Proposer will be invited to revise its initial proposal and submit its BAFO to MA.

1.4.3 Evaluation of BAFO and Final Ranking of Proposers

Each BAFO will be evaluated against the criteria set out in Appendix C and D and in light of additional factors that have been identified in the negotiations process. It is anticipated that this final ranking may contain more subjective assessments than the initial scoring and that the evaluation committee and procurement officer will have substantial discretion to follow their best judgment. The top-ranked Proposer after evaluation of the BAFOs will receive a written invitation to enter into a final round of negotiations to finalize the agreement with MA.

1.4.4 Option not to Engage in BAFO

MA may choose not to engage in the concurrent negotiations and BAFO process and elect to proceed directly to contract negotiations with the top-ranked Proposer.

1.5 <u>Stage V - Contract Negotiations</u>

1.5.1 Contract Negotiation Process

The terms and conditions found in the Form of Agreement (Appendix A) form the basis for commencing negotiations between MA and the selected Proposer. Negotiations may include requests by MA for supplementary information from the Proposer to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may

include requests by MA for improved pricing or performance terms from the Proposer. Negotiations do not constitute a legally binding offer to enter into a contract on the part of MA or the Proposer and there will be no legally binding relationship created with any Proposer prior to the execution of a written agreement.

1.5.2 Time Period for Negotiations

MA intends to conclude negotiations and finalize the agreement with the top-ranked Proposer during the Contract Negotiation Period, commencing from the date MA invites the top-ranked Proposer to enter negotiations. A Proposer invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

1.5.3 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, MA may discontinue negotiations with the top-ranked Proposer and may invite the next-best-ranked Proposer to enter into negotiations. This process will continue until an

agreement is finalized, until there are no more Proposers remaining that are eligible for negotiations or until MA elects to cancel the RFP process.

1.5.4 Notification to Other Proposers

Other Proposers that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked Proposer. After award of Contract all Proposer's will be issued a Notice of Award containing the name(s) and address (es) of all proposers and the recipient of the contract.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

2.1 General Information and Instructions

2.1.1 **Proposers Must Follow Instructions**

Proposers should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

2.1.2 No Incorporation by Reference

The entire content of the Proposers' proposal should be submitted in the written proposal. The content of websites or other external documents referred to in the Proposer's proposal but not attached will not be considered.

2.1.3 References and Past Performance

In the evaluation process, MA may include information provided by the Proposer's references and may also consider the Proposer's past performance or conduct on previous contracts with MA or other public agencies.

2.1.4 Information in RFP Only an Estimate

MA and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to Proposers the general scale and scope of the Deliverables. It is the Proposer's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

2.1.5 **Proposers to Bear Their Own Costs**

The Proposer will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations or on-site visits.

2.1.6 Proposal to be retained by MA

MA will not return the proposal or any accompanying documentation submitted by a Proposer.

2.1.7 No Guarantee of Volume of Work

MA makes no guarantee of the value or volume of work to be assigned to the successful Proposer under contract.

2.2 <u>Communication after Issuance of RFP</u>

2.2.1 **Proposers to Review RFP**

Proposers should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. MA is under no obligation to provide additional information, and MA is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proposer to seek clarification from the RFP Contact on any matter it considers to

be unclear. MA is not responsible for any misunderstanding on the part of the Proposer concerning this RFP or its process.

2.2.2 MA's use of Addenda

This RFP may be amended or supplemented only by addenda in accordance with this section. If MA, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proposers by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proposers are responsible for obtaining all addenda issued by MA. In the Submission Form (Appendix B), Proposers should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

2.2.3 Late Addenda and Extension of Deadline

If MA opts to issue an addendum after the Deadline for Issuing Addenda, MA may reasonably extend the Submission Deadline.

2.2.4 Verify, Clarify and Supplement

When evaluating proposals, MA may request further information from the Proposer or third parties in order to verify, clarify or supplement the information provided in the Proposer's proposal, including but not limited to clarification with respect to whether a proposal meets mandatory technical requirements set out in Appendix C. MA may revisit and re-evaluate the Proposer's response or ranking on the basis of any such information.

2.3 <u>Conflict of Interest and Prohibited Conduct</u>

2.3.1 Conflict of Interest

MA may disqualify a Proposer for any conduct, situation or circumstances, determined by MA, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined in the Submission Form (Appendix B).

2.3.2 Disqualification for Prohibited Conduct

MA may disqualify a Proposer, rescind an invitation to negotiate or terminate a contract if MA determines that the Proposer has engaged in any conduct prohibited by this RFP.

2.3.3 **Prohibited Proposer Communications**

Proposers must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

2.3.4 Proposer Not to Communicate with Media

Proposers must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

2.3.5 No Lobbying

Proposers must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proposer(s).

2.3.6 Illegal or Unethical Conduct

Proposers must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proposers must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of MA; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

2.3.7 Past Performance or Past Conduct

MA may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honor its submitted pricing or other commitments; or
- (c) Any conduct, situation or circumstance determined by MA, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

2.4 Confidential Information

2.4.1 Confidential Information of MA

All information provided by or obtained from MA in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of MA and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from MA; and
- (d) Must be returned by the Proposer to MA immediately upon the request of MA.

2.4.2 Proprietary/Confidential Information of Proposer

A Proposer should identify and clearly label any information in its proposal or accompanying documentation that is proprietary and confidential. Proposers are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by MA to advise or assist with the RFP process, including the evaluation of proposals. Any Proposer who has questions about the

collection and use of confidential information pursuant to this RFP, should submit their questions to the RFP Contact.

2.5 <u>Procurement Process Non-binding</u>

2.5.1 No Contract and No Claims

This procurement process is not intended to create and will not create a formal offer or commitment to enter a contract. Proposers submit their proposals entirely at their own risk. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract-based law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Proposer nor MA will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honor a proposal submitted in response to this RFP.

2.5.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective contractors, and no legal relationship or obligation, or equitable reliance, will be formed unless and until execution of a written agreement for the acquisition of such goods and/or services.

2.5.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information is essential to evaluations and ranking. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, will adversely impact any such evaluation or ranking or the decision of MA to enter into an agreement for the Deliverables.

2.5.4 Cancellation

MA may cancel or amend the RFP process without liability at any time.

[End of Part 3]



APPENDIX A - FORM OF AGREEMENT

MANIILAQ ASSOCIATION CONTRACT FOR EMPLOYEE HOUSING SERVICES

This Agreement, effective this _____ day of ______, 2023 (the "Effective Date"), is made by and between Maniilaq Association, hereinafter referred to as MANIILAQ, and ______, hereinafter referred to as CONTRACTOR.

WHEREAS, MANIILAQ requires Employee Housing Services to care for the rental units. Contractor has the equipment, personnel, management, maintenance and support services necessary to competently provide the services required by this agreement.

NOW THEREFORE, MANIILAQ and CONTRACTOR, in consideration of the promises and covenants set forth herein, agree as follows:

1. Scope of Work:

Provide Employee Housing Services ("Services") to MANIILAQ in accordance with the requirements set forth in Contractor's final proposal for services dated <u>(Enter Date)</u> and attached hereto. These documents are incorporated by reference into this Agreement as if they were set forth herein.

Contractor shall secure and keep current throughout the term of this Agreement all appropriate licenses and certificates required by state, federal and international law requires to operate its services and shall strictly comply with those laws and requirements. Any loss of required certifications and licenses, and any operations in violation of law shall constitute a breach by Contractor of this Agreement and grounds for termination under Section 2.

2. **Term and Termination**

A. TERM. The term of this Agreement shall commence on the Effective Date and continue for an initial term of three (3) years, with two options to extend for one additional year. Maniilaq may exercise the option to extend by issuing written notice of extension at least 45 days prior to the anniversary date. Should Contractor elect to terminate or nonrenew, Contractor agrees to provide at least 60 days written notice from the parties' last negotiation effort, if any, to provide Maniilaq sufficient time to identify a replacement contractor.

B. TERMINATION BY BREACH. If CONTRACTOR breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by CONTRACTOR within ten (10) days after MANIILAQ provides CONTRACTOR written notice of such breach, MANIILAQ, at its sole option, may immediately terminate this Agreement.



Professional Services Agreement

C. TERMINATION FOR CONVENIENCE. Either party may terminate the Agreement upon 60 days prior written notice for any or no cause whatsoever.

3. Compensation

MANIILAQ agrees to compensate CONTRACTOR at the rates set forth in the Pricing Form of Contrator's proposal for performance of contract Services (attached hereto). The total aggregate amount of compensation for the performance of Services and any reimbursement for approved expenses shall not exceed (Enter Amount). Monthly, CONTRACTOR shall submit a detailed invoice to MANIILAQ for work performed the prior month, all charges must have documentation back up attached. Any items without back up documentation are subject to denial of payment. MANIILAQ will remit payment within 30 days of date of receipt of an invoice. Invoices not paid within 30 days of the date received shall bear interest at the rate of 1% per month from the date due.

The Contractor shall be responsible for all billing for services rendered by the Contractor in accordance with this Contract and shall be solely responsible for all contract allowances, free care, bad debts, collections, etc. Any costs or expenses involved in billing or collections shall be the sole responsibility of Contractor.

4. Independent Contractor

It is expressly agreed and understood that this is a nonpersonal services contract under which the services rendered by the Contractor are rendered in its capacity as an independent contractor. Maniilaq may evaluate the quality of professional and administrative services provided, but retains no supervision over professional aspects of the services rendered.

In all matters relating to the agreement, CONTRACTOR and its employees and/or contractors are not employees of MANIILAQ. Nothing in this Agreement is intended to, or shall be construed to, create an employment relationship, partnership, agency, or joint venture between the parties. CONTRACTOR, not MANIILAQ, is responsible for all State, Federal and local taxes related to the compensation paid to CONTRACTOR hereunder and the performance of the Services. CONTRACTOR and its staff and/or contractors shall not be entitled to any benefits offered to MANIILAQ employees, including but not limited to vacation or sick leave; worker's compensation or medical insurance; or any other employee benefit MANIILAQ offers to its employees.



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5. **Confidentiality**

Each party may become acquainted with or gain knowledge of the other party's confidential or proprietary verbal or written data, technical or financial materials, or other confidential or proprietary information of significant business value, including CONTRACTOR-provided resumes, ("Confidential Information") while performing this Agreement. Each party agrees to not disclose any Confidential Information, director or indirectly, or use it in any manner, either during the term of this Agreement or any time thereafter, except as required to perform under this Agreement.

6. **Debarment and Suspension**

MANIILAQ does not contract with parties listed on the Federal Excluded Parties List System in the System for Award Management. Contractor warrants that is not listed on the Excluded Parties List System and that it will notify MANIILAQ within three (3) days in the event it is listed on the Excluded Parties List.

7. **Conflicts of Interest**

CONTRACTOR warrants that there is no conflict of interest between Contractor's other contractual engagements, if any, and the Services to be performed under this Agreement. Contractor agrees to notify Maniilaq if a conflict of interest arises in the future.

8. Insurance

- 8.1 CONTRACTOR shall be solely liable for and expressly agreement to indemnify and hold harmless Maniilaq, its board members, officers, employees agents and representatives from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature whatsoever arising out of, or relating to, the acts or omissions of the Contractor, its employees agents or subcontractors.
- 8.2 Contractor shall maintain at all times during the course of this Agreement the minimum insurance coverages specified below, written by an insurance company with a minimum rating by

A.M. Best & Company of A-VI:

A. General Liability: \$2 million combined single limit per occurrence for bodily injury, property damage, personal injury and adversities injury, with \$1 million aggregate per claim.



- B. Professional Liability: \$1 million per occurrence and \$3 million aggregate per claim.
- C. Aircraft liability insurance: Passenger liability, bodily injury and property damage with a combined single limit of not less than \$10,000,000.00 each occurrence.
- D. Auto Liability: \$1 million combined single limit per accident for bodily injury and property damage.
- E. Worker's Compensation Insurance in accordance with statutory requirements
- 8.3 The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adverse affecting Maniilaq's interest shall not be effective until 30 days after the carrier gives written notice to Maniilaq. If during the term or any extension of this Agreement, Contractor changes carriers, the contractor must provide evidence that Maniilaq will be indemnified to the limits specified in Section 10.2 for the entire period of the contract, either under the new policy, or a combination of old and new policies. In any case, required insurance coverage shall be continuous without interruption.
- 8.4 Certificates of insurance shall name Maniilaq as an additional insured and shall provide that the insurance coverage will not be terminated unless Maniilaq is given 30 days written notice by the insurance carrier.

9. **Indemnity**

Each Party (as the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party (as the "Indemnified Party") their affiliates, officers, directors, employees, agents and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney's fees) and causes of action (hereinafter "Claims") for Claims caused by or resulting from the sole fault, negligent or reckless acts or omissions of the Indemnifying Party, its officers, employees, agents, contractors, licensees or invitees. Any Claims that are the result of negligence or willful misconduct of both Parties, their officers, directors, employees, agents, contractors, licensees and invitees shall be apportioned on a comparative fault basis, and each Party shall indemnify the other Party for any liabilities and damages assessed against them in excess of their percentage of liability. This provision shall survive the expiration or termination of this Agreement.

12. Byrd Anti-Lobbying Amendment

CONTRACTOR is required to file an anti-lobbying certification, and will also require every subcontractor with a subcontract over \$100,000 to also file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress,



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officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to MANIILAQ.

13. Force Majeure

Neither Party shall be liable for failure to perform its respective obligations hereunder when such failure is caused by an earthquake, fire, explosion, water, act of God, civil disorder or disturbance, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, extreme illness, or like causes beyond the reasonable control of such Party.

14. General Terms

- a. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by CONTRACTOR without the prior written consent of MANIILAQ, which consent may be withheld in the sole discretion of MANIILAQ.
- b. MODIFICATION. This Agreement may only be modified in writing and shall be only enforceable when signed by each Party.
- c. GOVERNING LAW. This Agreement shall be governed under the laws of the State of Alaska and venue for any actions relating to this Agreement shall be in Kotzebue, Alaska.
- d. SEVERABILITY. If any provision of this Agreement is held by a court of law to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- e. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing.

15. Notice

Any notice of communication required or permitted to be given under this Agreement shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To MANIILAQ

To CONTRACTOR

Maniilaq Association		
Attn: President		
PO Box 256		
Kotzebue, AK 99752		
907-442-3311		

Attn:			



MANIILAQ ASSOCIATION **Professional Services Agreement**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Maniilaq Association

CONTRACTOR

Tim Gilbert	By:
President/CEO	Its:
Date:	Date:



MANIILAQ ASSOCIATION APPENDIX B – SUBMISSION FORM

1. Proposer Information

Please fill out the following form, naming one person to be the Proposer's contact for the RFP		
process and for any clarifications or communication that might be necessary.		
Full Legal Name of Proposer:		
Any Other Relevant Name under		
which Proposer Carries on		
Business:		
Street Address:		
Please fill out the following form, r	naming one person to be the Proposer's contact for the RFP	
process and for any clarifications	or communication that might be necessary.	
City, State:		
Zip Code:		
Phone Number:		
Fax Number:		
Company Website (if any):		
Proposer Contact Name and		
Title:		
Proposer Contact Phone:		
Proposer Contact Fax:		
Proposer Contact Email:		

2. Acknowledgment of Non-binding Procurement Process

The Proposer acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding offer process and that no legal relationship or obligation regarding the procurement of any services will be created between MA and the Proposer unless and until MA and the Proposer execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The Proposer has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The Proposer represents and warrants its ability to provide the Deliverables. in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix D).

4. Pricing

The Proposer has submitted its pricing in accordance with the instructions in the RFP. and in the Pricing Form (Appendix D). The Proposer confirms that the pricing information provided is accurate. The Proposer acknowledges that any inaccurate, misleading or incomplete information,

including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The Proposer is deemed to have read and taken into account all addenda issued by MA prior to the Deadline for Issuing Addenda. The Proposer is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line:

_____. If this section is not completed, the Proposer will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The Proposer declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proposer has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of MA in the preparation of its proposal that is not available to other Proposers, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Proposer's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a)(i) above, Proposers should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of MA within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Proposer will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proposer declares an actual or potential Conflict of Interest by marking the box above, the Proposer must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The Proposer hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proposer hereby consents to the disclosure, on a confidential basis, of this proposal by MA to the advisers retained by MA to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Signature of Witness	Signature of Proposer Representative
Name of Witness	Name of Proposer Representative
	Title of Proposer Representative

Date

I have the authority to bind the Proposer.

APPENDIX C – TECHNICAL REQUIREMENTS & SCORING

Background

Maniilaq Association provides health, tribal and social services to residents of Northwest Alaska. A non-profit corporation, Maniilaq Association represents twelve federally recognized tribes located in Northwest Alaska. Maniilaq manages health, tribal and social services for about 9,000 people within the Northwest Arctic Borough and the village of Point Hope. With approximately 550 employees in its workforce, Maniilaq Association is also the largest employer in the region. Maniilaq's vision is "Healthy people, thriving communities" and mission is "Savaqatiģiiksugut (we are working together)." Working together to provide high quality, culturally relevant health, social and tribal services.

Maniilaq Service Area consists of the "hub" town of Kotzebue and 11 outlying villages ranging in population from 200 to over 1000.

Maniilaq Health Services (MHS) consists of the Maniilaq Health Center, the regional 17 bed Critical Access Hospital, and the eleven outlying Village Clinics; Ambler, Buckland, Deering, Kiana, Kivalina, Kobuk, Noatak, Noorvik, Point Hope, Shungnak, and Selawik. Medevac services may also be required to Red Dog Mine. MHS provides chronic, episodic, and emergency healthcare services to all ages. Care is provided through an organized and systematic process designed to ensure safe, effective, quality care and treatment in an atmosphere that promotes respect and caring

A. PROPOSAL CONTENT AND REQUIREMENTS

Proposal Format: all submissions should be sent electronically per instructions on page 4.

- 1. <u>**Table of Contents:**</u> The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.
- 2. <u>Introduction</u>: Brief introduction which includes:
 - 2.1 The proposer's name and address;
 - 2.2 Statement that indicates the proposal is valid for at least 90 days from the proposal submission deadline;
 - 2.3 Statement that indicates the proposer's willingness to perform the services described in this RFP;
 - 2.4 Provide a detailed and precise discussion, including examples and/or documentation, of meeting each Minimum Requirement, if any, established in the "General Information" section of this RFP. Limit discussion to the meeting of the Minimum Requirements.

- 2.5 Proof of any other licenses and/or registrations as required to perform the services under this RFP.
- 2.6 A statement that all staff and other resources which are required to perform the services described in this RFP will be made available by your organization over the life of the anticipated contract;
- 2.7 Completed and signed Representations and Certifications of bidder/offeror (attachment);
- 2.8 Statement that the signatory has authority to bind the proposer; and
- 2.9 Signature of authorized individual.
- 3. <u>Strategic Planning & Development</u>: Consistent with the Maniilaq Association's commitment to continuous improvement, the Proposer must show evidence of its understanding of quality improvement and how you will support our mission and vision.
- 4. <u>Firm Profile</u>: Offeror must provide a table or chart that shows organizational structure, chain of supervision, decision authority, and communications. Include both the respondent firm and any sub consultant firms / subcontractors
- 5. <u>Professional Qualifications</u>: Professional qualifications of the firms proposed Project Manager, other key personnel, and/or team members necessary for satisfactory performance of required services. Include all personnel that will actively be involved with performing the work, to include a listing of all subcontractors, if any, with an explanation of purpose.
- 6. <u>Project Understanding/Project Approach</u>: Narrative submittal must address how the Contractor will provide the Deliverables listed below in part C.
- 7. <u>Past Performance</u>: Past performance in last five years on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules. Include a list of all contacts of similar services performed for work in Alaska during the last two-(2) years, with name of Contracting Officer and/or Project Manager for each contract. Provide phone numbers and emails for the named individuals.
- 8. <u>Price Proposal</u>: Provide pricing for services.
- <u>Alaska Native / American Indian Preference</u>: Maniilaq Association is a PL 93-638 organization and shall give preference to Indian/Alaska Native organizations provided that goods or services are equal or equivalent. Bidders must provide documentation of Indian/Alaska Native ownership.

B. THE DELIVERABLES

B(1) Scope of services required

Tenants in Maniilaq Service Area are assigned a Maniilaq owned housing unit or one that we have contracted with a third-party landlord. The Contractor will provide property management services, housekeeping of empty units and general areas and night and weekend security services. For the purposes of this RFP, the Contractor's primary base of operations for this contract shall be in Kotzebue, Alaska.

Properties are located in Kotzebue, Alaska and will expand to the villages starting in 2025.

Generally, the contractor will be in charge of account management, which includes issuing of keys, leases, move-in inspections, unit assignment, cleaning of general areas of building hallways, entrances, move-out inspections, cleaning and preparations for a new tenant. Security services include patrolling all units, responding to lock-out and disturbances.

B(2) Operational Plan

Proposers are to outline in detail how they plan to provide the services as required in this document. Proposers should explain how their past experience and the methodology used to implement other contracts, relates to the requirements and deliverables of this RFP. These details should include an operational plan with a description of how housing requests will be received, how services will be dispatched, how backup, how communications will be carried out, etc.. Proposers should outline their operational plan so that the evaluation committee will be able to understand how the Proposer will meet the requirements of the RFP.

B(3) Account Management Requirements

MA has 164 units in Kotzebue on the following properties:

307 Duplex (2 units)	753A (20 unit)
312 Duplex (2 Units)	479 B, C, D (Each 8 units)
316 Duplex (2 units)	888 (6 units)
317 Duplex (2 units)	778A, B, C, D, E (Each 8 units)
483C (8 units)	38 Unit TDY
479A (8 units)	6 Unit Provider Housing (Mancamp)
429A (4 units)	346A Family Housing (J.Baker House)
439C (6 units)	373C, D, E (Kris Rose House)

Point Hope Property has 1 shared living room, 2 bedrooms, 2 bathrooms, shared kitchen. The dorm has 4 bedrooms, 2 shared bathrooms and 1 kitchenette.

Kivalina property has a duplex. Each side has 1 bedroom, bathroom and kitchen. The dorm has 4 bedrooms, 2 shared bathrooms and a shared kitchen and dining area.

Ability to expand to village future housing projects. Pricing will be consistent with future additions.

Contractor will:

- 1. Serve as the first point of contact for tenants.
- 2. Shows and completes paperwork for housing units to prospective tenants.
- 3. Reviews Tenant Responsibilities Manual with tenants.
- 4. Plans and Attends tenant meetings quarterly with the Housing manager
- 5. Issues rental agreements.
- 6. Tracks payments for keys, rent, deposits and damage; recommends collection actions to the Housing Manager.
- 7. Assures pet owners show proof of current insurance coverage.
- 8. Coordinates with tenants to assure Payroll deduction forms are completed and submitted in a timely manner.
- 9. Coordinates approved reassignments and evictions; includes timely termination notice, inspections and inventorying.
- 10. Maintains tickler system to ensure all regular inspections, documentation, and timelines are met.
- 11. Make timely recommendations to Housing Manager for their referral to Extended Facilities Supervisor and Extended Facilities Manager for:
 - a) repair and maintenance, and issuing Work Orders for repairs
 - b) Housing assignments, reassignments (transfers) and evictions
 - c) Complaints
 - d) Safety and security
- 12. In conjunction with the Extended Facilities Department and the Housing Manager coordinates and/or performs inspections, inventorying to determine condition and notes needed cleaning, maintenance and repairs of unit and furnishings on occupancy, vacancy and during rental period.
- 13. Maintains tenant files.
- 14. Maintains yearly rental increases for Federal Quarters, give 30-day notification and mail certified return receipt.
- 15. TDY Billing for various contractors.
- 16. Update tenant files, purchase orders, travel requisitions, check requisitions, and work orders ensuring that they are complete.

B(4) Cleaning Requirements

The Contractor shall clean all spaces in accordance with the Contractor's instructions and procedures as approved by the Extended Facilities Director.

The Contractor shall respond to service call work when requested within certain response times. Once at the site, the work shall continue until completion.

B(5) Security Requirements

- a) Patrols Maniilaq facilities/quarters to monitor for conditions or situations, which pose a risk to the safety of people or property while carrying a radio and responding to radio calls.
- b) Provides assistance to tenants when needed.
- c) Provides access to facilities and enforce visiting regulations, providing lockdown of designated doors per schedule.
- d) Investigates and documents security incidents.
- e) Maintains fire watch and acts as Fire Control team member.
- f) Makes security checks of all housing quarters and other Maniilaq Association properties per schedule.
- g) Maintains security log.
- h) Opens doors for tenants.
- i) Writes report of incidents or disturbances
- j) Will make sure all entrances to buildings are clear of debris. IE: Snow/Ice

B(6) Contract Management & Reporting

The successful provider shall attend all meetings as needed to report on housing services. The meeting dates will be determined by mutual agreement between MA and the Contractor. The meetings will be held in a location agreed to by both parties. The Contractor will attend the meetings or may call-in to the meetings if MA agrees to this format of participation.

The contractor will provide a monthly report on units rent has been collected on, what the balances are, what units and general areas were cleaned and when, what the plan is for unit vacancies, what the wait list is at, what the security services incidents were that month and the report is due by the 15th of every month.

C. <u>Property and Services</u>

<u>**C(1)**</u> Administrative and Storage Areas: Maniilaq will provide office and equipment storage space for the Contractor's use. No alterations shall be made to these spaces without the written permission of the Extended Facilities Director or designated representative. Each request shall be submitted to the Extended Facilities Director or designated representative, in writing, for approval. Any such modifications or alterations shall be made at the expense of the Contractor. Upon completion or termination of the contract, the Contractor shall return all facilities and furnishings in the same condition and quality as received, fair wear and tear excepted.

 $\underline{C(2) \text{ Utilities}}$: Maniilaq will furnish the utilities required to perform work under the contract at no cost to the Contractor.

 $\underline{C(3)}$ Telephone service: Local telephone service shall be provided by Maniilaq. Use by the Contractor is limited to those calls required to perform the services identified herein.

C(4) Protective Clothing: When required and supplied by Maniilaq, personnel shall wear special protective clothing and shoe covers while working in designated areas. These items shall remain the property of Maniilaq and shall not be removed from the facility. They shall be used as specified by Maniilaq, and then turned in or destroyed, as directed by the Facilities Director or designated representative.

 $\underline{C(5) \text{ Trash and Waste:}}$ Removal of trash and waste from bulk storage containers (e.g. dumpsters) will be provided by Maniilaq. All boxes will be broken down to minimize wasted space in the dumpster.

C(6) Mail Service: Internal interdepartmental mail service will be provided by Maniilaq.

 $\underline{C(7)}$ Equipment: Contractor will be responsible to provide all equipment required for performance of this contract. Initially, Maniilaq will permit Contractor use of existing Maniilaq owned equipment for performance of this contract. However, Maniilaq will not be responsible for repair or replacement of any Maniilaq owned equipment used by the Contractor.

 $\underline{C(8)}$ Supplies, Materials, Equipment and Personnel: Maniilaq will provide the following to be used by the Contractor in performing the services required by this contract.

- (a) One computer, monitor connected to a printer, fax machine.
- (b) Solution Center in each janitor closet.
- (c) Key box and keys for areas receiving housing services.
- (d) Walk-off mats and runners.

D. <u>Contractor Furnished Items</u>

The Contractor shall furnish and maintain all personnel, uniforms, equipment, materials and supplies necessary to perform all services required in this contract at no cost to Maniilaq.

<u>Personnel:</u> Contractor will provide all housing services to employees and management. The contractor must use these personnel consistent with state, federal and Maniilaq guidelines. A wage range scale will be submitted within the RFP.

<u>Supplies:</u> Contractor will provide all supplies to include: all cleaning supplies, all paper products, all trash bags, all office supplies. MHC must approve all supplies used in performance of this contract. The contractor shall work jointly with Maniilaq to identify the most cost effective supplies to be utilized. A list of such supplies will be provided in this RFP list of required materials to complete work will be submitted (i.e. chemicals, paper products etc.) Maniilaq may order supplies on the contractor's behalf should it be found to be most cost effective.

Employee Identification: All Contractor employees shall wear Maniilaq provided identification badges while on duty.

<u>Approval of Supplies and Equipment</u>: All Contractor proposed supplies and equipment must conform to applicable technical provisions and specifications common to standard Environmental Services practices and must be a suitable type or grade for the required Environmental Services tasks. Prior to use, the Contractor shall provide all applicable Safety Data Sheets (SDS) for supplies to the Facilities Support Services Director. No materials bearing an Interstate Commerce Commission (ICC) red label shall be used. The SDS list shall be a part of the Contractor's instructions and procedures manual. All material shall comply with Fire and Safety Regulations. No flammable liquids or acids are permitted without approval of the Facilities Support Services Director. Any new item of material, supplies, or equipment shall be submitted to the Facilities Support Services Director or designated representative for review prior to use for Maniilaq.

****Note**** Abrasives or any other cleaning supplies or equipment, which could cause damage to Maniilaq property, shall not be used.

<u>Equipment Standards</u>: All original and replacement equipment introduced into Maniilaq shall be in proper working order, as specified by the equipment manufacturer, and shall be cleaned with a disinfectant detergent free of soil prior to introduction into Maniilaq. All equipment removed from a designated use area shall be cleaned with a disinfectant detergent prior to its removal from and reintroduction into the area.

<u>Handles:</u> Contractor shall assure that handles over 48 inches in length are capped with non-marking rubber, vinyl, or plastic tips to prevent the marking or scaring of walls or other surfaces at sites. (For mops, brooms, etc.)

<u>Vehicle:</u> It is expected that the contractor will own and maintain their own vehicle for their day to day use Page 28 of 36 to perform the duty of this scope of work.

E. Handling of Supplies and Equipment

All containers of cleaning chemicals and similar products shall be conspicuously marked with a factory label, to identify contents, and all other labels shall be removed.

F. <u>Personnel</u>

The Contractor shall furnish all personnel to accomplish the work required by this agreement. All Contractors personnel shall read, write, speak, and understand English. Preference shall be given to Alaska Native/American Indian applicants for all positions. Every employee hired by the contractor shall complete the Maniilaq Association employee background check will be completed by Maniilaq Association but the determination of hire will be made by the Contractor drug test will be completed by Maniilaq Association.

Contract employees will show proof of immunization for rubella, mumps, chicken pox, TB, and any other immunizations and screenings designated by the current Maniilaq Employee Health/ Infection Control Program. It shall be the responsibility of the Contractor to provide all necessary screenings and immunizations at no cost to Maniilaq. These services will be provided by Maniilaq for the contractor for a set fee of \$150 per employee, if desired by the contractor.

<u>Roster</u>: The Contractor shall maintain a roster of contractor employees. The roster shall list the name and job title of each employee. The Contractor shall provide a copy of the personnel roster and changes thereto to the Extended Facilities Director or designated representative.

<u>Discipline</u>: The Contractor's employees must abide by all applicable Maniilaq Association policies and procedures. The Contractor shall take prompt, appropriate action in all instances of employee misbehavior that may reflect adversely on Maniilaq Association. Maniilaq Association policies and procedures can be obtained from the Extended Facilities Director.

<u>Removal of Contractor Employees:</u> All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering Maniilaq facilities shall abide by all security regulations of the facility and shall be subject to such checks as may be deemed necessary. Maniilaq Association reserves the right to direct the removal of any of the Contractor's employees for misconduct, security reasons, any overt evidence of communicable disease or any other reason determined by the Extended Facilities Director. Removal of the Contractor's employees for reasons stated above does not relieve the Contractor from responsibility for total performance. When an employee is removed the Extended Facilities Director will be notified in writing.

<u>Employee Schedules:</u> The Contractor shall prepare and maintain employee schedules for all employees to ensure that proper coverage is maintained. Permanent changes to employee schedules shall be provided to the Facilities Support Services Director or designated representative as they occur.

<u>Management:</u> The Contractor shall provide a minimum of one manager on-site. Manager(s) will provide weekend on-call duties. Managers shall not use Maniilaq resources for any activities not associated with this contract.

Qualifications:

Manager:

Duties: The Manager is responsible for the management of day to day operations. This person shall be responsible for the supervision and training of contract employees to ensure compliance with all provisions of this contract. He/She shall have at least 5 years' experience in housing services, at least 3 of which are in management or supervision.

<u>Work Leaders</u>: The Contractor shall appoint work leaders for each work shift. The work leader shall represent the Contractor as a first line supervisor, and shall be capable of understanding and implementing all requirements of this contract. Prior to assigning an individual to the position of work leader, a detailed plan for training and career development plan will be assured by Contractor.

<u>Work Schedule</u>: The name and work schedule of each work leader and their alternate shall be provided to the Extended Facilities Director or designated representative in writing. This requirement applies to replacement work leaders and when changes are made to the original listing.

<u>General Qualifications:</u> All positions are considered "uncovered" under Public Law 101-630, the Indian Child Protection and Family Violence Act. All contractor personnel must meet the requirements of this act.

Personal Hygiene

Housing Services personnel shall be clean at all times when on duty. Fingernails shall be clean and free of dirt, and hair shall be neatly trimmed and combed.

Health Requirements

<u>Physical Examinations:</u> The Contractor shall employ personnel who are medically fit. Personnel must receive medical clearance prior to starting work. The Contractor shall be responsible for the cost and completion of initial and subsequent annual physical examinations for Contractor employees. These examinations shall provide, as a minimum, statement from a qualified health care provider that the employee is currently free of communicable diseases. Maniilaq reserves the right to examine or re-examine any contract employee.

<u>Health Maintenance</u>. The Contractor shall refer all employees alleging health problems to a qualified health care provider for diagnosis and treatment. If such an employee is absent for three working days or more due to illness, the Contractor shall require the employee to furnish written certification from a qualified health care provider. This will state that the employee is currently free of all communicable disease(s) and is fit to return to work in the hospital. Maniilaq reserves the right to examine or re-examine any Contractor employee. All Employee illnesses must be submitted to Maniilaq Employee Health.

G. <u>Meetings</u>

When scheduled through the Extended Facilities Director or designated representative, the Contractor shall attend other meetings related to the performance requirements of this contract.

<u>Performance Evaluation Meetings.</u> The General Manager or their designee shall be required to meet at least monthly with the Extended Facilities Director or his designated representative. Written performance reports are required. The Contract Manager shall meet at least quarterly with the Maniilaq Contracting Officer or his representative.

H. <u>General Security</u>

The Contractor shall comply with all Maniilaq security requirements. Upon written request, by the Facilities Director or designated representative, the Contractor shall submit a list of the names and addresses of all employees hired to perform the work specified in this contract, and shall require these employees to complete questionnaires and other forms required for security purposes.

<u>ID Badges</u>: All Contractor personnel shall obtain Maniilaq ID badges. Maniilaq will issue ID badges without charge to the Contractor. Contractor employees shall wear the Maniilaq furnished badge on the front of their outer clothing, except for protective clothing. When an employee leaves the Contractor's employment, the Contractor shall return badge of the employee issued to the Facilities Director or designated representative within 24 hours after termination of their employment.

<u>Maniilaq Association Orientation:</u> Prior to the start of this contract all Contractor employees shall have attended the required Maniilaq orientation. No new employee may begin work without attending required orientation unless they have the express written approval of the Extended Facilities Director and Maniilaq HR. As part of the orientation, all contract employees will be required to pass a drug test and fingerprint/background investigation as required by Maniilaq Association. Cost of the drug testing and fingerprinting/background investigation shall be the responsibility of the Contractor.

<u>Consequences of Illegal Activities</u>: Contractor employees who are found in violation of Maniilaq Association security regulations or Personnel Policies, will be immediately removed from the station and barred from performing further work under this contract.

<u>Loitering</u>: Contractor employees shall not loiter on the station grounds when in a non-duty status. After completing assigned work shifts, all Contractor personnel shall promptly depart the station.

Physical Security

<u>Keys</u>: The Contractor will be provided keys or allowed access to all buildings and rooms requiring Employee Housing Services. Maniilaq may choose to accompany personnel when in certain secured areas. Keys provided to the Contractor shall not be duplicated or removed from the premises. All keys not issued for the day shall be retained in the designated locked key box furnished by the Contractor. Only the Manager and work leaders will be issued a master key, and it shall be in their possession while they are on duty. Any keys lost by Contractor personnel shall be replaced by Maniilaq at the Contractor's expense. In the event a master key is lost or duplicated, all locks and keys on that lock system will be replaced by Maniilaq, and the total replacement cost will be deducted from the monthly payment due to the Contractor unless the employee losing the key is an IPA Federal employee. If a key to a single area is lost, the lock for that area will be replaced by Maniilaq, and the total replacement cost shall be deducted from the monthly payment due to the Contractor. Written procedures covering key control will be included in the Contractor's instructions and procedures manual. The Contractor shall immediately report the occurrence of a lost key to the Extended Facilities Director or designated representative during regular working hours or security, outside of normal working hours.

<u>Securing Spaces</u>: Contractors employees shall not allow anyone to use any key in their possession. They shall not open locked areas to permit entrance by persons other than the employees performing assigned duties. All areas that are to be locked shall not be left unattended during the cleaning process and shall be re-locked by Contractors personnel after completion of duties. Contractors personnel shall turn off all lights in all unoccupied areas. When Contractor personnel open windows, they shall close the windows before leaving the area.

<u>Reporting Defective Security Systems:</u> If any difficulty is encountered in keeping areas locked or windows closed and locked, the Extended Facilities Director or designated representative shall be notified during regular working hours, or security outside of regular working hours.

I. <u>Safety</u>

<u>Work Methods</u>: All work performed in delivering the services specified in this contract shall comply with applicable Federal, State, and local safety regulations. Contractor personnel will follow and comply with all OSHA standards for all work performed.

<u>Failure to Comply</u>: If the Contractor fails or refuses to promptly comply with applicable safety directives the Extended Facilities Director or designated representative may issue an order stopping the unsafe work until satisfactory corrective action has been taken by the Contractor.

None of the time lost as a result of such a work stop order shall be made the subject of a claim for extension of time or for excess costs or damages to the Contractor.

<u>Incident Reporting</u>: The Contractor shall report all occupational exposures and all incidents resulting in death, trauma, or occupational disease to the Extended Facilities Director or designated representative. All incidents shall be reported within 24 hours of their occurrence. The Extended Facilities Director or designated representative may require the Contractor to complete certain forms to document exposures and/or accidents. The Contractor shall complete these forms promptly, at no additional cost to Maniilaq.

J. Hours of Operation

Recognized Holidays:

Holidays which Maniilaq recognizes are New Year's Day, Martin Luther King, Jr's. Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Della Keats Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Emergency Services:

On occasion Maniilaq may require the services of the Contractor to support the activation of contingency plans or to conduct an exercise of contingency plans outside of the regular duty hours.

K. Review and Evaluations of Operations

Housekeeping Services Schedules: Fixed-Price Work. One week prior to the start date of the contract,

the Contractor shall provide to the Extended Facilities Director or designated representative for approval, a planned schedule for performing routine Housekeeping Services in the spaces listed in Attachment. Once approved by the Extended Facilities Director, all routine Housekeeping Services tasks shall be performed at the frequencies and within the time periods specified in the schedule.

Nightwatchman Schedules: Evenings, Nights and Weekends

<u>Project Work</u>: Schedules for project work shall be submitted to the Extended Facilities Director for approval.

<u>Inspections</u>: The Contractor shall, on a daily basis, tour all areas for which the Contractor is assigned responsibility under this contract and shall carefully inspect the quality of Housekeeping Services operations and the status of Maniilaq furnished equipment. Findings, including discrepancies, shall be documented. The Contractor shall initiate prompt action to correct identified discrepancies. When facilities defects are found, these defects shall be reported, in writing, to the Extended Facilities Director or designated representative during regular working hours.

<u>Documentation</u>: The Contractor shall document when all cleanings occur as well as any lockout or incidents during the night, evenings or weekends. Monthly documentation shall include, at a minimum, a statement of the degree of compliance with pre-established criteria, recommendations for changes in work methods, and plans of action and milestones to correct identified discrepancies.

B(13) Pricing

The proposal should include any charges to MA for Indian Health Service (IHS) eligible beneficiaries for full Medevac/Air Ambulance medically necessary transports, transports that may not meet medical necessity from third party payers, and backhaul transportation from Anchorage to Kotzebue or patients home community in the region. For patients who are not IHS eligible beneficiaries the proposer is responsible for all collections from third party payers or the individual.

L. RATING CRITERIA and PROPOSAL EVALUATION

The following is the scoring sheet for the rated criteria of the RFP:

EVALUATION SCORING SHEET

RFP FY26 - Employee Housing Services

Per the published RFP, proposals will be evaluated on the following criteria:

Firm Profile: 0-5 Point Scale

Offeror must provide a table or chart that shows organizational structure, chain of supervision, decision authority, and communications. Include both the respondent firm and any sub-consultant firms/subcontractors. Indicate whether the firm is licensed to conduct business in Alaska or will obtain an Alaska business license if selected.

Score (0-5 Pts): _____

Notes:

Professional Qualifications: 0-10 Point Scale

Proposal must include professional qualifications and technical excellence of the firm's proposed Project Manager, other key personnel, and/or team members necessary for satisfactory performance of required services. Personnel qualifications, professional designations and certifications, experience, integration and maintenance capabilities based upon performance record and availability of sufficient high quality vendor personnel with the required skills and experience for the specific approach. Include all personnel that will actively be involved with performing the work, to include a listing of all subcontractors, if any, with an explanation of purpose.

Score (0-10 Pts): _____

Notes:

Project Approach: 0-10 Point Scale

Narrative submittal must address the approach the offeror will take to provide the services.

Score (0-10 Pts): _____

Notes:

Past Performance and References: 0-10 Point Scale

Please provide a description of past performance in last five (5) years and at least three (3) references in Alaska for individuals and/or organizations for whom you have provided services similar to those which are the subject of this solicitation during the last two (2) years. Provide a contact name, phone numbers and email addresses for the references.

Score (0-10 Pts): _____

Notes:

Project Approach: 0-20 Point Scale

Provide recent historical data that shows the number of outages and average time it took to resolve the outage issues in the last three years in services provided to a similar organization.

Score (0-10 Pts): _____

Notes:

Price Proposal: 0-25 Point Scale

Provide pricing for services detailed. Provide breakdown of services provided.

Score (0-25 Pts):

Notes:

Alaska Native / American Indian Preference: 0 or 5 Points Given if Eligible

Maniilaq Association shall give preference to qualified American Indian/Alaska Native-owned organizations pursuant to P.L. 93-638. Moreover, contractors are required to provide American Indian/Alaska Native preference in subcontracting and training and employment. Proposals shall include a statement agreeing to provide American Indian/Alaska Native preference in subcontracting, training, and employment. Bidders must provide documentation of American Indian/Alaska Native ownership, if applicable. Score (0 or 5 Pts):

Notes:

TOTAL EVALUATION SCORE:

B(14) Selection Methods

When an alternative is proposed regarding any specific requirement, it will be evaluated to ensure that the desired results will be achieved. If alternative solutions are offered, submit the information in the same format, as a separate proposal. MA may consider alternate solutions to the issues stated in the RFP.

The evaluation committee will assess proposals against the requirements as outlined in this RFP document. The assessment will follow the Evaluation Criteria as outlined in this RFP document.

B(15) Rating

The evaluation team will utilize specific criteria to rate each proposal. Ratings will be confidential and no details will be released to any of the other Proposers.

Proposers must outline a program of continuing clinical education for each care provider that is consistent with industry standards.

MA is interested in options to build local medical flight crew capacity by recruiting and training Maniilaq Service Area residents. Proposers are encouraged to offer options to address this issue in their proposals.

(End of RFP)