

YUROK INDIAN HOUSING AUTHORITY

REQUEST FOR PROPOSAL

Computer Network Infrastructure, Installation,  
Programming, Training & Tech Assist.

Klamath Home Office & Hoopa Site Office

PROPOSALS DUE BY

July 2, 2010, 10:00AM

## 1. INTRODUCTION

### 1.1 Issuing Body

The Yurok Indian Housing Authority is issuing this Request for Proposal ("RFP") to provide for Information Technology Computer Network Infrastructure / Equipment Installation, Programming and Training (the improvements).

### 1.2 Project Overview

The HOUSING AUTHORITY is issuing this RFP in order to procure the desired improvements. The Housing Authority will evaluate and select the lowest qualified proposal which satisfies the Housing Authority's business needs. The Housing Authority reserves the right to revoke all proposals in the event that adequate funding is not available.

### 1.3 Request for Proposal

The Housing Authority is requesting proposals which provide a total project cost for the improvements as listed on Appendix A – Scope of Work.

## 2. PROCUREMENT AND EVALUATION PROCESS

### 2.1 Procurement Schedule and General Instructions

Proposals are due to the Yurok Indian Housing Authority Klamath Office by Wednesday June 30, 2010 at 10am. The Housing Authority has developed the following list of key events from RFP issuance through contract award. All deadlines are subject to change at the Housing Authority's discretion.

No.	EVENTS	Key Dates
1	Issue RFP to Known Qualified Vendors within Del Norte, Humboldt Counties and Northern California.	June 24, 2010
2	MANDATORY walkthrough at the Yurok Indian Housing Authority Office. Please arrive 15 minutes early to check in with Project Manager.	June 28, 2010 at 10:00 AM
3	Proposal DUE DATE and TIME	June 30, 2010 at 10:00AM
4	Negotiations and award of contract (estimated)	July 1, 2010
5	Proposer's pre-construction meeting for insurance, contract signing, scheduling.	July 1, 2010
6	Construction begins at Housing Authority Office	July 5, 2010
7	Required contract SUBSTANTIAL COMPLETION DATE	TBD

## 2.2 Contact List

Questions/Clarifications Contact:

Kim Mamaradlo  
Executive Assistant  
[kmamaradlo@yurokhousing.com](mailto:kmamaradlo@yurokhousing.com)

***RFP questions/clarifications should be submitted to Kim Mamaradlo via email ONLY. Please type RFP in the subject line.***

RFP Submittal Contact:

Kim Mamaradlo  
Executive Assistant  
[kmamaradlo@yurokhousing.com](mailto:kmamaradlo@yurokhousing.com)

Yurok Indian Housing Authority Office  
15540 US HWY 101 N.  
Klamath, CA. 95548

Location of Walkthrough

Yurok Indian Housing Authority Office  
15540 US HWY 101 N.  
Klamath, CA. 95548

## 2.3 Submission of Proposals

### 2.3.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and time specified in Section 2.1 at the address listed in Section 2.2 for the RFP Submittal Contact. Proposals delivered to any other location will be rejected.

One original of the proposal shall be delivered by the due date, plus an electronic copy.

The proposer is solely responsible for ensuring that the full proposal is received by the Housing Authority in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified.

### 2.3.2 Authorized Signatures, Validity Period of Proposals

Proposals must include the proposer name, address, telephone and facsimile numbers, email address, and federal tax identification number. The proposal must be signed by a duly-authorized officer or employee of the proposer and include the name, title, address, and telephone number of the individual who is the proposer's designated representative.

## 2.4 Overview of Evaluation Process

### 2.4.1 Evaluation of Proposals

The Housing Authority staff will conduct evaluations of proposals received in response to this RFP.

### 2.4.2 Reservation of Rights

The Housing Authority, at its complete discretion, may eliminate proposals that have not met the minimum qualifications of Section 2.4, or have not scored adequately in relation to other proposals to warrant further consideration. The Housing Authority reserve the right to reject any or all proposals, in whole or in part, and may or may not waive any material or immaterial deviation or defect in a proposal.

The Housing Authority may accept any item or combination of items as specified in the solicitation of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal.

The Housing Authority reserves the right to:

1. Negotiate with proposers who have presented, in the opinion of the Housing Authority, the best proposal in an attempt to reach a contract. If no contract is reached, the Housing Authority can negotiate with other proposers or make no award under this RFP.
2. Reject all proposals and make no award under this RFP.
3. Reconsider any proposal submitted at any phase of the procurement.
4. Meet with proposers to gather additional information.
5. Reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future.
6. Award a contract without further negotiations.

### 2.4.3 Requests for Additional Information

The Housing Authority reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The Housing Authority may require a proposer's representative to answer questions during the evaluation process with regard to the proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

## 2.5 Minimum Qualifications

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of proposer and any proposed subcontractors):

No.	Minimum Qualifications
1	Five years experience providing similar improvements to customers of similar size and scope.
2	Neither proposer nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither proposer nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference Appendix F - Proposer Certification Form).
3	Proposer must meet all insurance requirements as set forth in Section 5, General Terms and Conditions.
4	Proposer must qualify for bonding up to the amount of the proposed bid.
5	Hold at minimum a current Cisco Advanced Unified Communications certification.

## 2.6 Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the Housing Authority. The evaluation will be based upon the following criteria. Although some factors are weighted more than others, all are considered necessary, and a proposal must be acceptable in each area to be eligible for award. With regards to cost, the Housing Authority reserves the right, in their sole discretion, to reject any proposal whose price is outside of the competitive range.

- a. Cost to the Housing Authority
- b. Ability of the proposer to meet the Housing Authority's requirements
- c. Clarity, simplicity, and compliance of RFP
- d. Service level commitment
- e. Customer references and/or Housing Authority prior experience with Proposer
- f. Proposer financial stability
- g. Proposer and staff qualifications

## 3. PROPOSAL FORMAT AND CONTENT

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the Housing Authority's instructions, on requirements of this solicitation, on and the completeness and validity of content.

### 3.1 Executive Summary

#### 3.1.1 Executive Summary Content

The proposer must provide an Executive Summary of its proposal. The Executive Summary should be a "high-level", general overview of how the proposer proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the proposer's understanding of the requirements. The proposer must also address in this section how it meets the minimum qualification requirements in **Section 2.5**.

#### 3.1.2 Proposer Information, Validity, and Authorized Signature

The Executive Summary should include the proposer information, and authorized signature, as required in **Section 2.3.2**.

### 3.2 Company and Subcontractor Information

#### 3.2.1 Company Background Information

The Housing Authority requires the proposer to be a reputable company of stable financial standing and an outstanding record of similar activity. The proposal must provide the information requested below. If the proposer is a joint venture, information about the prime subcontractor and the subcontractor must be submitted separately. The information to be provided is as follows:

1. Complete name and address
2. Federal tax identification number
3. If incorporated, state in which incorporated

4. A short narrative description of the proposer's organization
5. Principal type of business
6. Total number of years in business
7. Number of years providing products and services similar in size and scope to those requested in this RFP
8. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, and/or initial public offerings (IPO's)
9. If subcontractors are proposed for this RFP, include a list of the subcontractors, the trade involved, and describe the
10. proposer's contract management process including proposed method of enforcing timeliness in the subcontractors' work
11. Disclosure of any judgments, pending litigation, or other real or potential financial reversals that might materially affect
12. the viability of the proposer's organization or its products, or the warranty that no such condition is known to exist
13. Disclosure of any known or planned sale, merger or acquisition of proposer's company/ies

### **3.3 Experience and Qualifications**

#### **3.3.1 Prior Experience and References**

The Housing Authority requires the proposer and its subcontractors to have at least five years prior experience in all aspects of the products and services described in this RFP for customers similar in the size, complexity and scope of this RFP. Proposer shall: Describe the proposer's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.

1. Provide the names and resumes of those individuals who are proposed to provide professional services for this project.
2. Provide the names, addresses, and contact telephone numbers for a minimum of three (3) customers of similar size for whom the proposer has provided similar products and services within the last 18 months including at least one of which is in the government sector. The proposer should include a brief description of the scope of products and services provided. The Housing Authority may contact some or all of the references provided in order to determine the proposer's performance record. The Housing Authority reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

## **4. INDIAN PREFERENCE**

### **4.1 Indian Preference:**

If claiming Indian Preference, submit evidence showing the following:

1. Certification of Indian ownership control and interest.
2. Structure, management and financing affecting the Indian character of the enterprise, including major subcontracts and purchase agreements; materials or equipment supply arrangements; and management salary or profit sharing arrangements; and evidence showing the effect of these on the extent of Indian ownership and interest.

## **5. GENERAL TERMS AND CONDITIONS**

### **5.1 AUDIT RIGHTS**

Proposer agrees to maintain records relating to performance and billing by Proposer under this Contract for a period of three (3) years after final payment. During the period of time that Proposer is required to retain such records, the Housing Authority or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

### **5.2 CHANGES**

No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Housing Authority.

### **5.3 INDEMINITY**

Proposer shall indemnify, defend (with counsel satisfactory to the Housing Authority), and hold harmless the Housing Authority and its officers, agent and employees from and against all claims, damages, losses, liabilities, costs and expenses arising out of or resulting in any way from any defect, whether latent or patent, in the goods or services purchased hereunder or from any act or omission of proposer its agents or employees, independent Proposers or subcontractors. This indemnification shall be in addition to the warranty or other obligations of proposer and shall apply without regard to whether the claim, damage, loss, liability, cost or expenses is based on breach of warranty, negligence, strict liability, or any other legal or equitable theory. The indemnity shall survive delivery and acceptance of or services.

### **5.4 INSPECTION AND ACCEPTANCE**

Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the Housing Authority at any time within thirty (30) days after delivery to the Housing Authority or completions of improvements. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the Housing Authority and returned or held at Proposer's expense and risk. Payment shall not constitute an acceptance of the material nor impair the Housing Authority's right to inspect or any of its remedies.

### **5.5 INSURANCE**

Proposer agrees, warrants and represents to the Housing Authority that proposer shall maintain adequate insurance to cover any liabilities that may occur in the performance of services and delivery of goods and services under this Contract. Proposer further warrants and represents to the Housing Authority that proposer shall maintain adequate insurance to cover any public liability, property damage and/or automobile liability for any damage incurred with Proposer's performance of any work on or about the Housing Authority's premises or third-party premises to which the goods and services are to be delivered as indicated on the face of this Contract. Proposer shall maintain proper Workers' Compensation Insurance covering all employees providing service or performing work under this Contract.

Proposer will purchase and maintain at proposer's expense the following insurance during the term of this agreement

- A. Commercial general liability. The policy will cover premises operations, broad-form property damage, personal injury hazards, and contractual liability, at minimum limits of \$1 million per occurrence, combined single limit.

- B. Employer's liability. This policy will include workers' compensation to meet minimum requirements of the California labor code, and it will cover bodily injury and property damage at minimum limits of \$1 million per occurrence, combined single limit.
- C. Commercial or business automobile liability. This policy will cover bodily injury and property damage and be applicable to all vehicles, whether owned, non-owned, leased, or hired. The minimum liability limit will be \$1 million per occurrence, combined single limit.
- D. Umbrella policies. Proposer may satisfy basic coverage limits through any combination of basic coverage and umbrella coverage.
- E. Proposer shall provide the Housing Authority with a Certificate of Insurance detailing the insurance coverage's listed above. The Housing Authority will be notified by the insurance carrier at least 20 days before the coverage is to be terminated by the carrier for any reason.
- F. Housing Authority shall receive an endorsement or rider showing the Housing Authority as a additional insured with respect to the project, and such endorsement shall be signed by an authorized agent of the carrier.

## **5.6 MATERIAL SAFETY DATA SHEETS**

If any goods being provided by Proposer are on CAL OSHA's "Hazardous Substances List," Proposer shall forward a completed Material Safety Data Sheet (MSDS) to the Housing Authority.

## **5.7 STATUS AS INDEPENDENT PROPOSER AND SUBCONTRACTS**

Proposer is an independent Proposer and while performing work on or off the Housing Authority's premises neither it nor any of its agents or employees shall be considered agents or employees of the Housing Authority. Proposer shall not subcontract or delegate its obligations under this Contract without the prior written consent of the Housing Authority.

## **5.8 TERMINATION**

The Housing Authority may terminate all or part of this Contract for any or no reason at any time by giving notice to Proposer. Should Housing Authority terminate this Contract for convenience, the Housing Authority's liability shall be: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent of the purchase price; (b) for custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units on hand, or (ii) the price, set forth in this Contract, per finished unit, after giving effect to any discount the Housing Authority would otherwise be entitled to. For termination of any separate services specifically ordered, liability shall be the lesser of (a) a reasonable price for the services rendered prior to termination, or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Contract, such rate shall be used in determining a reasonable price. Upon receipt of a termination notice, Proposer shall, unless otherwise directed, cease work and follow the Housing Authority's directions as to work in progress and finished goods.

## **5.9 WARRANTIES**

- A. The Proposer warranties that all equipment installed will be fully operational and configured per Appendix A – Scope of Work prior to final payment.
- B. Proposer shall transfer all manufacturer's warranties to the Owner. Detail specific parts within equipment that are subject to separate conditional warranty. Warranty proprietary equipment and systems involved in this contract during the guarantee period. The Vendor shall pass along to the Owner any additional warranties offered by the manufacturers, at no additional costs to The Owner.
- C. Copies of any extended material warranties shall be passed through to Owner.