



Regional Housing Authority

**Request for Proposal
Commercial and Real Estate Broker Services**

RFP 2020-10-03

Tlingit Haida Regional Housing Authority (THRHA) is requesting proposals from qualified real estate firms specializing in commercial and residential real estate services.

Submit Proposals to:

Tlingit and Haida Regional Housing Authority
Attn: Kenneth Southerland, Director of Administrative Services
5446 Jenkins Drive
Juneau, AK 99801

For questions and registration, contact
Kenneth Southerland
907-780-3126
rfp@thrha.org

Posting Date: July 9, 2020
RFP Proposals Due: July 27, 2020

I. General Information

THRHA is seeking qualified firms to assist in acquiring new properties throughout Southeast, Alaska and possibly other locations.

The real estate firm will be paid on a commission basis and will act under the direction of the President & CEO or his/her designee. Any travel associated under the contract will be reimbursed at actuals in accordance with Federal Travel Regulations (FTR) 300.

Indian/Native owned firms and Minority and Women owned firms (MBE/WBE) are encouraged to participate. Preference points will be given to Indian owned organizations and economic enterprises as described in Part XIII Evaluation Procedure and Criteria.

Preference will be given to those submittals demonstrating extensive experience with housing conditions in Alaska; more importantly, as they relate to the knowledge of Urban and Rural real estate market Southeast communities. The successful Offeror must possess sufficient resources to ensure the needs of THRHA are met on a timely basis.

Preference: In order to receive a qualifying preference (e.g. Minority Business / Woman Owned Entity), the Offeror must have a valid and current Alaska Business License and provide evidence to support each preference. Acceptable evidence may consist of any of the following:

- Documentation that verifies the entity is at least 51% Indian Owned and operated; and
- Certification that verifies the entity is MBE / WBE owned

This is a non-exclusive solicitation. THRHA reserves the right to select one or more firms to represent THRHA on the categories of services described in **Section III – Scope of Work** of the RFP.

II. Background

THRHA is a 501(c)(3) nonprofit corporation, incorporated on April 7, 1973 as authorized by Alaska statute AS Sec. 18.55.996. THRHA was established to administer Low Income Mutual Help Homeownership and Low Rent Housing programs funded by the Department of Housing and Urban Development (HUD). The programs are governed by the terms set forth in the Annual Contribution Contracts entered into with HUD. These contracts were replaced on October 1, 1997, the effective date of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA).

It accomplishes this goal through a variety of programs, financed primarily by state and federal funds. THRHA has created and fully controls other companies / entities such as:

- Haa Yakaawu Financial Corporation (HYFC) was incorporated in the State of Alaska as a Nonprofit Corporation on November 18, 1996. The purpose of this organization is to promote and provide lending services for Southeast Alaska. The Board of Directors of HYFC is appointed by the BOC of THRHA and the two boards are identical;
- Yakutat Affordable Rentals, LLC (YAR) was recognized by the State of Alaska as a limited liability company on October 14, 1999. The purpose of this organization is to build and operate a low-income rental housing project in the City of Yakutat financed in part by federal tax credits. THRHA is the general partner of this organization. The limited partner is Wells Fargo Bank;
- Juneau Affordable Rentals, LLC (JAR) was recognized by the State of Alaska as a limited liability company on December 6, 1999. The purpose of this organization is to build and operate a low-income rental housing project in the City of Juneau financed in part by federal tax credits. THRHA is the general partner of this organization. The limited partner is Wells Fargo Bank;
- Juneau Affordable Rentals 2, LLC (JAR2) was recognized by the State of Alaska as a limited liability company on April 20, 2004. The purpose of this organization is to build and operate a low-income rental housing project in the City of Juneau financed in part by federal tax credits. THRHA is the general partner of this organization. The limited partner is Wells Fargo Bank; and
- Ketchikan Affordable Rentals, LLC (KAR) was recognized by the State of Alaska as a limited liability company on February 2, 2006. The purpose of this organization is to build and operate a low-income rental housing project in the City of Ketchikan financed in part by federal tax credits. THRHA is the general partner of this organization. The limited partner is Wells Fargo Bank.

THRHA is also currently named the Tribally Designated Housing Entity (TDHE) by the following Indian Housing Block Grant recipients: Angoon Community Association; Craig Community Association; Klawock Community Association; Organized Village of Kake; Yakutat Tlingit Tribe; Organized Village of Kasaan; Petersburg Indian Association; Organized Village of Saxman; Tlingit-Haida Central Council Indian Tribes of Alaska; Douglas Indian Association; Skagway Traditional Council; Wrangell Cooperative Association; and currently oversees the following communities throughout Southeast Alaska:

Among the tribes THRHA currently serves, it also owns and operates facilities for low-income families including single family, duplex and multifamily residences and community centers in the following communities:

| | | | | |
|------------|-----------|---------|----------|---------|
| ANGOON | CRAIG | DOUGLAS | HAINES | |
| HOONAH | HYDABURG | JUNEAU | KAKE | |
| KASAAN | KETCHIKAN | KLAWOCK | KLUKWAN | |
| PETERSBURG | SAXMAN | SKAGWAY | WRANGELL | YAKUTAT |

III. Scope of Services

THRHA is seeking proposals that demonstrate experience in providing both commercial and residential real estate broker services.

Residential and Commercial Real Estate-

Under the resulting contract, the successful Offeror will provide the following services as they relate to residential and commercial real estate services:

- Perform market analysis;
- Develop strategies for sale of properties (e.g. Social Media Marketing, Event Announcements and Video Promotions);
- Perform all aspects of sales / purchases of commercial properties;
- Manage negotiations with seller / buyers;
- Coordinate real estate appraisals;
- Coordinating real estate transaction closings;
- Handle all customary activities and services associated with real estate transactions; and
- Provide guidance and advice on commercial real estate legal issues and related laws

Services will include consultation with THRHA staff relating to the sale / purchase of commercial real estate, and presentations at public meetings if required.

Related Services-

Under the resulting contract, the successful Offeror will provide the following services as they relate to all categories, broker actions, processes and deliverables:

- Represent THRHA as the Direct Buyer of properties in Southeast Alaska and other locations (as requested);
- Price properties / Appraise correctly;
- Communicate;
- Vet Buyer's Qualifications;
- Negotiate Best Terms (i.e. adjustment to contingency dates or closing times);
- Attend Home Inspection to Represent THRHA;
- Attend Home Appraisal (if not performed by Offeror);
- Design / Print Materials (i.e. flyers or brochures)
- Submission to RSS feeds (i.e. Facebook, Twitter, LinkedIn and other applicable social media);
- Locate Properties in the following categories, including but not limited to: Open Listing; Exclusive Agency Listing; Exclusive Right-to-Sell Listing; For Sale by Owner; and MLS;
- Perform other broker services and tasks, as requested

Consultation Services-

In the event THRHA has special interests that fall outside of the acquisition or sell of a property (e.g. investments or recommendations on developments), the Contractor will provide a fixed-fee hourly rate for consultation services.

Appraisal Services-

If Contractor provides appraisal services, please provide fixed rate for an appraisal.

IV. Prior Experience and Minimum Requirements

Your firm, including personnel, subcontractors and/or joint ventures, must demonstrate that it meets the following minimum requirements:

- Must be licensed and in good standing in the State of Alaska; and

- At least **one broker proposed** by the Offeror must have **at least five years of experience** in the active practice of real estate. Offerors must provide evidence in the form of a resume that clearly shows the requisite experience is met for each proposed personnel.

Experience and Qualifications

In determining responsibility, THRHA reserves the right to request supplementary information to assure prospective Offerors have a satisfactory record of performance, are qualified legally to contract in the State of Alaska. Additionally, THRHA reserves the right to require prospective Offerors to demonstrate they have the necessary financing, equipment, facilities, expertise, and personnel.

V. General Specifications

The following provisions apply:

1. Timeliness of response and accessibility to firm and all staff assigned to the contract (e.g. Lead and Support) is of the utmost importance. Accessibility includes the ability to be readily available, sometimes on short notice, to attend meetings in person or via telephone, as well as be reached promptly by phone, or email.
2. Service response is also of high importance. When THRHA requests broker services, the Contractor is required to provide an estimated time of completion of any project / matter and keep THRHA apprised of any delays or special considerations.
3. The awarded firm will not assign any interest in this contract and will not transfer any interest in the same without the prior written consent of THRHA.

Contract Ethics

1. No employee of THRHA who exercises any responsibilities in the review, approval, or implementation of the proposal or resulting contract(s) may participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person or entity to offer, give or agree to give any THRHA employee or Board of Commissioner (BOC) member; or for any THRHA employee or BOC member to solicit, demand, accept or agree to accept from another person / firm, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

3. The firm will not accept any client or project that places it in a conflict of interest with its representation of THRHA. If such a conflict of interest is subsequently discovered, THRHA must be notified immediately. Failure to disclose this conflict will cause THRHA to determine the awarded firm in default and cancel the contract.

VI. General Proposal Information

The following conditions also apply:

- Only brokers who are currently licensed to practice real estate in the State of Alaska may respond to this RFP.
- Proposals may be considered non-responsive and may be rejected if all required documents are not present. A complete proposal consists of all documents listed in Section **VII – Technical Proposal**.
- Proposals may be submitted by mail or via email. See Section **VIII – Submission Instructions**.
- A complete proposal must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the proposal is firm for 90 days. **An unsigned letter or one signed by an individual not authorized to bind the Offeror will be rejected.**
- THRHA reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of THRHA.
- The successful Offeror must be an Equal Opportunity Employer.
- All information in the Offeror's response should be organized and presented in a clear/concise format. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
- Proposals received after the deadline will not be accepted. It is neither THRHA's responsibility nor practice, to acknowledge receipt of any proposal. It is the Offeror's responsibility to assure that a proposal is received in a timely manner.
- THRHA will not reimburse any expenses incurred by the Offeror, including, but not limited to; expenses associated with the preparation and submission of the response and/or attendance at interviews.
- THRHA expects all Offerors to consent to the Scope of Services, General Specifications, and all required services of the RFP.
- Offerors are only allowed to submit one proposal for the RFP. Alternate proposals or proposals that offer something other than what is being asked in the RFP will not be

accepted and will cause the Offeror's submission to be deemed non-responsive and rejected. Any exceptions / alterations proposed must be submitted in writing. Determinations will be provided in an addendum and address the questions / exceptions proposed.

- THRHA, at its sole discretion, reserves the right to reject any or all proposals, waive irregularities and minor informalities, request additional information, and/or accept the proposal deemed to be in the best interest of THRHA.

VII. Technical Proposal (Total of 85 Points)

Offerors must prove their ability in experience, qualifications, management, and service methodology meets the requirements of the RFP.

1. Firm Experience and Qualifications (0 to 20 Points)

Describe how the firm meets the experience and minimum qualifications of the RFP; What resources you have available in order provide the services require; and what unique strengths you have that are relevant to the requirements being requested. Include a brief background of the history of the firm, time in business, any novations or change of ownership, and the total number of staff employed. In addition, please include

- The firm's portfolio with examples of Residential and Commercial transactions;
- An overall experience summary of the firm's knowledge in Southeast real estate, and any experience in representing non-profits, government funded and tribal organizations;
- The specific experience of the firm in specialized areas, including but not limited to; Market Analysis, Knowledge and Experience in Juneau and Southeast Real Estate Market, Alaskan Rural and Urban Laws and Transactions, and Real Estate Law and Regulations;
- A description of your research capabilities, with specific emphasis on specialized organizational contacts (i.e. NAR and CCIM); and
- The firm's facilities; address, email, fax and phone numbers(s), office space, administrative staff, equipment, overall library and resource materials that are readily available; and

Provide a reference list of five recent clients (within the last five years) who the firm provided representation for acquisition and sell of residential or commercial properties. If no commercial clients are available, please provide five total references. Please include the Client's Name, Service Description, Purchase/Sell Value, Property Purchased / Sold, and Location.

THRHA may contact any other known clients, whether offered as references or otherwise, to obtain information that will assist THRHA in evaluating this proposal. THRHA retains the right to use reference information to make selection decisions.

Submittal of a proposal is agreement that THRHA may contact and utilize such information.

2. Experience and Qualifications of Proposed Team (0 to 20 Points)

Provide an Organizational Chart or list of the personnel that meet the experience and minimum qualifications of the RFP that illustrates your organization. Identify the personnel, lead broker and / or account management team, responsible for THRHA's account. Describe what each personnel will be assigned to and what their responsibility under the contract will be.

Provide detailed resumes for all personnel assigned to this contract (Key Personnel) that will be responsible for THRHA's account and will oversee the work for services required under the resulting contract. The resumes must include, but not be limited to, the following:

- Name & Title;
- Degree of Education & Credentials;
- Years of Relevant Experience with the organization; and,
- Responsibility with the organization.

Describe how the staff will be adequately maintained when faced with staff turnover or absences over the term of the contract.

In addition, please include:

- The primary contact for the contract (e.g. Lead Realtor/Broker), and identify those who would be working in more specialized areas (if applicable) and describe their current principle responsibilities;

3. Knowledge of Southeast Rural and Urban Real Estate (0 to 20 points)

Provide a comprehensive narrative statement that includes both a high-level overview and detailed information on your knowledge and experience with rural and urban communities. More specifically, please address the following areas:

- What limitations, if any, are faced in these geographic locations and what foreseeable conditions or potential problems does the firm see that may become an issue when purchasing and / or selling in these areas; and

- The methodology and approach on how to best represent THRHA to fulfill the required services and deliverables under the contract

In addition, please include:

- A statement of how the workload of THRHA will be accommodated and what kind of priority it would be given as it relates to the items identified in the Scope of Work. Offerors should expand upon each item and detail the firm's approach/ability to carry out each activity; and
- A description of the proposed allocation of work between the lead broker(s) and support personnel identified / assigned to the contract(s) - (i.e. what work will be done by the Lead Broker and what work will be handled by the supporting staff, if applicable).

4. Cost Proposal (0 to 20 Points)

The contract will be based on commission. Offerors must include all direct and indirect costs in the pricing provided for each fee schedule provided (e.g. Commission Rate for Selling) and remain firm for the duration of the initial contract.

The initial term of the contract will be two years with the option to renew for two, additional 1-year terms to be solely exercised by THRHA. At the time of an optional renewal, the fees will be negotiated; however, the increase will not exceed 5% of the original proposed cost of each personnel; or 20% of the original contracted price (i.e. contract threshold).

All reimbursable costs (i.e. travel) will be paid at actual expense.

Upon completion of review of proposals received, THRHA reserves the right to conduct a "best and final offer" with Offerors who are susceptible for award.

5. Proven Real Estate Record (0 to 5 Points)

Offerors are encouraged to provide certifications, awards, letters of achievement and accomplishments that their firm and / or broker has received that can further demonstrate their experience and expertise.

6. Conflict of Interest Statement

Offerors must provide a statement that indicates whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently representing other clients who work for THRHA and are either buying or selling) and, if so, the nature of that conflict.

THRHA reserves the right to consider a proposal **non-responsive and reject it or** cancel the award, if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Offeror. THRHA has the final authority in determining any questions of a conflict of interest.

VIII. Contract Terms and Conditions

THRHA will be responsible for managing the contract and the relationship with the awarded firm (Contractor). The Contractor will be responsible for managing all contracts and relationships with the subcontractors (if applicable). The Contractor will be required to adhere to all State and Federal provisions that govern the funding of the project, and those identified in the RFP.

THRHA reserves the right to cancel the contract, at its convenience, with 30-days' written notice to the Contractor. THRHA is only liable for payment due from services performed, supplies provided, before the effective date of the termination.

IX. License, Bond and Insurance Requirements

The successful Offeror must provide proof of their Alaska Business License as well as; workers' compensation, commercial general liability, and commercial automobile liability insurance at time proposals are due. THRHA must be named as an Additional Insured or Certificate Holder under their Certificate of Insurance.

All licenses, bonds and insurance requirements must be valid at time of award and remain valid through the duration of the contract and all subsequent extensions or renewals.

The Offeror is required to have the following insurance under the contract.

- ✓ Commercial General Liability: The Contractor must have a minimum coverage limit of \$300,000 combined single limit per claim covering all business premises and operations used by the Contractor in the performance of services under this agreement.
- ✓ Workers' Compensation: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against THRHA.
- ✓ Commercial Automobile Liability: The Contractor must have a minimum coverage limit of \$300,000 combined single limit per claim covering all vehicles used by the Contractor in the performance of services under this agreement.

X. Submission Instructions

- If submitting by email:
Email bids to rfp@thrha.org titled:
THRHA Real Estate Broker Services RFP #2020-10-03 **return receipt requested.**
- If submitting by mail:
Clearly identify the solicitation title and number on your package. Your response must be sealed and delivered to:

Tlingit Haida Regional Housing Authority
ATTN: Kenneth Southerland
5446 Jenkins Dr
Juneau, Alaska 99801

- If submitting by carrier or in-person:
Clearly identify the solicitation title and number on your package. Your response must be sealed and delivered to:

Tlingit Haida Regional Housing Authority
ATTN: Kenneth Southerland
5446 Jenkins Drive
Juneau, Alaska 99801

XI. Questions

Offerors are encouraged to register with the procurement officer Kenneth Southerland to receive solicitation updates and subsequent correspondence related to the RFP. Please submit any questions related to the solicitation to rfp@thrha.org. All questions will be answered through an amendment.

XII. Proposal Schedule

The RFP's proposed schedule represents THRHA's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

| | |
|-----------------------------------|------------|
| RFP Issued | 07/09/2020 |
| Deadline for Receipt of Proposals | 07/27/2020 |
| Evaluation Committee | 07/29/2020 |
| Notice of Intent to Award | 07/31/2020 |
| Anticipated Contract Award Date | 08/03/2020 |

Responses must be received **no later than Monday, July 27, 2020 @ 4:30pm prevailing Alaska Time.**

XIII. Notice of Intent to Award

After completion of contract negotiations, the procurement officer will issue a written Notice of Intent to Award and provide a copy to all respondents to the RFP. The notice will set out the names of all Offerors and identify the proposal that has been selected for award.

XIV. Period of Performance

The period of performance for this contract is two years from the date of award with the option to renew for two additional 1-year renewal options to be solely exercised by THRHA.

Unless otherwise stated in this RFP, THRHA and the successful Offeror/Contractor agree: (1) that any holding over of the contract, excluding any exercised renewal options, will be considered a month-to-month extension, and all other terms and conditions will remain in full force and effect; and (2) to provide written notice to the other party of the intent to cancel the month-to-month extension at least 30-days before the desired date of cancellation.

XV. Termination

THRHA reserves the right to cancel the contract, in whole or in part, immediately, in the event the Contractor (or subcontractor) fails to perform the work in accordance with the provisions identified in this RFP.

Either party may terminate the contract with a **60 calendar days' prior written notice**.

XVI. Evaluation Criteria and Contractor Selection

Offeror's proposals will be scored comparatively against one another to determine the most advantageous offer proposed. The Evaluation Committee will be comprised of THRHA's CEO and a minimum of two additional employees to review and score the proposals.

Proposals will be reviewed and evaluated in accordance with the Offeror's responses for each category of services listed in Section III:

| THRHA SCORING AND RATED POINTS | |
|--|----------------------|
| EVALUATION CRITERIA | RATING POINTS |
| Firm Experience and Qualifications | 0 to 20 |
| Experience and Qualifications of Proposed Team | 0 to 20 |
| Knowledge of Southeast Rural and Urban Communities | 0 to 20 |
| Cost Proposal | 0 to 20 |
| Proven Real Estate Record | 0 to 5 |
| Native Preference to Native Owned Business[1] | 0 or 15 |
| MBE/WBE[2] | 0 or 5 |

Total possible points: 100

¹ To be eligible for Native Preference points, bidders must submit evidence showing Indian Ownership to the Authority's satisfaction.

¹ Points for MBE/WBE cannot be combined with Native Preference points



Attachment A – Proposal Checklist

The following documents are required for this solicitation. To be considered responsive, each Attachment and required document(s) must be submitted with your proposal. Provide a check in the box to acknowledge you have submitted each document.

| REQUIRED DOCUMENTS | DOCUMENT TITLE | INCLUDED? |
|--------------------|---|------------------------------|
| Attachment – A | Proposal Checklist | <input type="checkbox"/> YES |
| Attachment – B | Proposal Cover Sheet | <input type="checkbox"/> YES |
| Attachment – C | Conflict of Interest Statement | <input type="checkbox"/> YES |
| Attachment – D | Debarment Certification | <input type="checkbox"/> YES |
| Attachment – E | Preference Questionnaire | <input type="checkbox"/> YES |
| | Firm Experience and Qualifications | <input type="checkbox"/> YES |
| | Experience and Qualifications for Proposed Team | <input type="checkbox"/> YES |
| | Knowledge of Southeast Rural and Urban Real Estate | <input type="checkbox"/> YES |
| | Cost Proposal | <input type="checkbox"/> YES |
| | Proven Real Estate Record | <input type="checkbox"/> YES |
| | Alaska Business License (Current) Proof of Insurance | <input type="checkbox"/> YES |



Attachment B – Proposal Cover Sheet

OFFEROR INFORMATION

This is the cover page for your proposal. By signing and submitting this attachment, you confirm that you comply with all provisions of the RFP; are a company officer empowered and authorized to bind the company legally and financially, and; if applicable, can provide notice that you qualify as a Minority / Women Owned Business and/or American Indian / Alaska Native Entity.

Failure to sign this attachment and provide the information required will deem your proposal nonresponsive and will be rejected.

RFP NUMBER:

2020-10-03

RFP NAME:

THRHA REAL ESTATE BROKER SERVICES

FIRM NAME:

MAILING ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

FEDERAL TAX ID #:

**ALASKA BUSINESS
LICENSE NUMBER:**

CONTACT NAME:

TITLE:

E-MAIL ADDRESS:

ALTERNATE PHONE #:

BY SIGNATURE ON THIS PAGE, THE OFFEROR HEREBY CERTIFIES THAT ALL INFORMATION PROVIDED IS TRUE AND SERVES TO BIND THE COMPANY TO THE PROVISIONS OF THE RFP AND RESULTING CONTRACT.

SIGNATURE

DATE

TITLE



Regional Housing Authority

Attachment C – Conflict of Interest

Instructions: Offerors must use this form to provide a statement regarding any conflict of interest.

Offeror's Response: Provide a statement for any Conflict of Interest.

| |
|--|
| Offeror's Response: Provide a statement for any Conflict of Interest. |
| |



Regional Housing Authority

Attachment D – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal, State, Local or Tribal department or agency;
 - b) Have not, within a seven-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Tribal or Local) transaction, contract or subcontract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged a governmental entity (Federal, State, Tribe or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not, within a seven-year period preceding this proposal, had one or more public transactions (Federal, State, Tribal or local) terminated for cause or default.
 - e) Have not, within a seven-year period preceding this proposal, had a civil or criminal judgement rendered against them by a Tribal Court for any offense related to Indian Preference laws (including TERO provisions) or had a civil judgement rendered against them relating to the firm's status as an Indian contractor.
 - f) Have not, within a seven-year period preceding this proposal, had one or more contracts terminated for default by any Federal, State, Tribal or Local agencies.
- (2) Principals, for the purpose of this certification, means: officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. General Manager; Plant Manager; Head of Subsidiary, division, business segment, or similar positions).

- a) The Offeror must provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 13 USC Sec. 1601, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years or both.

| |
|--|
| |
|--|

Name & Title of Authorized Representative

| | |
|--|--|
| | |
|--|--|

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.



Regional Housing Authority

Attachment E – Preference Questionnaire

In order to qualify and receive any of the preferences, Offerors must provide supporting documentation with their proposal as well as check “YES” in the form provided. Failure to provide the information requested may determine your preference not applicable.

| PREFERENCE FORM | CLAIMING PREFERENCE? |
|-------------------|---|
| MBE/WBE | <input type="checkbox"/> YES / <input type="checkbox"/> NO |
| INDIAN OWNED FIRM | <input type="checkbox"/> YES / <input type="checkbox"/> NO |