

YAKAMA NATION HOUSING AUTHORITY

611 South Camas Avenue · P.O. Box 156 · Wapato, WA 98951
Phone 509/877-6171 · Toll Free 1-877-964-2884 · Fax 509/877-9948

Request for Proposals Self-Monitoring & Program Assessment

1. GENERAL INFORMATION

The Yakama Nation Housing Authority (“YNHA”) is the Tribally Designated Housing Entity (“TDHE”) for the Yakama Nation. YNHA is requesting proposals from qualified individuals or firms for Self-Monitoring & Program Review Assessment. The review must be completed, and a report submitted to YNHA by November 29, 2024

Your bid is for operation at the Yakama Nation Housing Authority office located at 611 South Camas Avenue, Wapato, Washington.

Proposals should be delivered to the: Yakama Nation Housing Authority; Attn: Andrea Matheny, Executive Director, 611 South Camas Ave; P.O. Box 156; Wapato WA, 98951 no later than 3 pm, August 9, 2024. Any responses received after the above time and date or delivered to the wrong address will not be considered.

Indian preference applies to the work under this Contract, pursuant to 24 CFR Section 1000.48-52 and Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Indian preference also applies to any subcontracting, training and employment for work performed under this Contract. Proposers who claim Indian preference must provide evidence showing fully the extent of Indian ownership and interest.

The Yakama Nation Housing Authority reserves the right to accept any Responses deemed to be in the interest of the YNHA, to waive any minor irregularities, omissions, and/or technicalities in any Responses and to re-advertise for new Responses as deemed necessary by the YNHA in their sole discretion.

2. MISSION

The YNHA hopes to achieve the following: Demonstrate compliance with the requirements of NAHASDA 403(b) and 24 CFR Part 1000.502 as well as performance goals listed under the YNHA IHP. Identify compliance deficiencies and develop a corrective action plan.

3. SCOPE OF WORK

- a. Assess YNHA program effectiveness, management efficiency, and compliance with applicable laws and regulations. This can be achieved by one or all of the following:
- **Management Interviews.** An assessor can complete the self-monitoring checklists by conducting one-on-one interviews with management.
 - **Facilitated Sessions.** Talk through the monitoring checklist with managers and program administrative staff in a group working session (self-assessment workshop).
 - **Standard operating Procedure Review.** Review YNHA's standard operating procedures-codes of conduct, personnel policies, financial management, procurement, and construction contract policies and procedures to assess the existence and use of internal controls.
- b. Create a corrective action plan that identifies deficient performance or concerns, the proposed action to correct the deficiency and the person or program responsible to correct the concern.
- c. Checklist should include the following at a minimum:
- APR Development Process and IHP Monitoring.
 - Organizational Control Environment
 - Resident Eligibility and Services Standards
 - Fiscal and Financial Management
 - Procurement and Contract Administration
 - Labor Standards and Construction Management
 - Environmental Review Responsibilities
 - Policies and Procedures

4. QUALIFICATIONS

- Provide current reference information from three former or current clients.
- Provide a company profile.
- Give a brief resume and qualifications summary for each member of your staff that will be assigned work on this project.
- Provide Professional Liability Insurance, insuring Auditor for Errors and Omissions and Automobile Liability Insurance for any owned, hired, or non-owned vehicles used in the performance of the work.
- Evidence of Indian preference if applicable. Any firm seeking such preference must provide evidence that it is not less than 51% Indian owned and controlled. If you seek this preference you will have to contact the Yakama Nation TERO office to get qualified. (509-865-5121).

5. FEES

List all fees and charges. If your price excludes certain fees or charges e.g. travel cost, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees. The price you quote should be inclusive.

6. AWARD

A contract will be awarded based on the information presented in the proposals received. YNHA will award a contract based on the proposal expected to be the most beneficial based on a variety of factors. YNHA reserves the right to award more than one contract, accept the lowest price offer, and refuse any contract without obligation to the firm offering the proposal.

7. SELECTION CRITERIA

The following criteria will form the basis with which the YNHA will evaluate proposals. The mandatory criteria must be met and include:

1. The proposing Company's perceived ability to deliver their services as set forth in their proposal. **25 Points**
2. The proposing Company's past performance in delivering such services. **15 Points**
3. Availability of personnel with the required skills for the specific approach proposed. There is a need to complete the work in an expedited fashion. **25 Points**
4. Overall cost of the proposal. **20 Points**
5. Indian preference if applicable. Any firm seeking such preference must provide evidence that it is not less than 51% Indian owned and controlled. YNHA does not qualify applicants. You must contact the Yakama Nation TERO office. **15 Points**

All proposals must contain a commitment to provide Indian preference in subcontracting, training and employment, and must contain a statement describing the methods that will be used to provide such preferences. If you believe it is infeasible to provide Indian preference, you must include in your proposal as to the reason(s).

8. FORMAT FOR PROPOSAL

Please use the following guideline to format your proposal:

- Use fonts no smaller than 10 points.
- Title page: Yakama Nation Housing Authority, Self-Assessment & Program Review Assessment Proposal. Your name, address, telephone number, email address and primary contact person(s).
- Cover letter signed by person or persons authorized to sign on behalf of your company.
- Qualifications: Provide the information requested in section 4.
- Fees: List fees as requested in section 5.
- Your plan to complete the scope of work.
- Signed attachments as applicable.

9. TERM

The initial contract term shall begin upon the execution of a contract for fiscal year 2024 and may include options to renew the agreement for two additional one-year contracts (fiscal years 2025 & 2026).

10. GENERAL CONTRACT PROVISIONS

The consultant will be an independent contractor and will be responsible for its own benefits, insurance, etc. The selected person or organization will be required to provide certificates of insurance in amounts to be determined. The contract will include all required provisions under NAHASDA, 24 C.F.R. Part 85, including Indian preference.

10. INDIAN PREFERENCE

This proposal is open to Indian and non-Indian persons or firms. Indian preference will be given in the award of contracts to the greatest extent feasible, consistent with 24 C.F.R. Section 100.48-52 and Section 7(b) of the Indian Self-Determination Assistance Act (25 U.S.C. Section 450e(b)).

11. INFORMATION REQUIRED

Respondents are requested to provide a proposal that (1) demonstrates an understanding of the required services needed and the respondent's ability to perform the services in a timely and effective manner, including a profile of the respondent's principles, staff and facilities., (2) provide a cost estimate to perform the work, and (3) include any documentation required by YNHA. Each proposal must include the following information:

- A. Names of the owner of the firm (if sole proprietorship or LLC); or each partner (if partnership) or each officer (if corporation).
- B. Resumes of all persons who will be performing the contract work.
- C. Copies of business and professional licenses.
- D. A description of any associations with other firms or persons, or any form of subcontracting that would be planned for this project.
- E. A summary of similar services that have been provided to other customers and a statement of experience and ability regarding the services being requested for this contract.
- F. Disclosure of any claims, lawsuits or formal disputes over work of services previously or currently being performed.
- G. Fee proposal and proposed schedule for completing the services.
- H. Methodology of providing the services.
- I. Statement regarding training and employment of Indians.
- J. If claiming Indian preference: (a) evidence that the enterprise making the bid is not less than

51 percent owned by a member of a federally recognized Indian tribe, and (b) a description of the structure, management and financing affecting the character of the enterprise.

K. DUNS or EIN Number.

L. Provide and maintain Professional Liability Insurance, insuring Auditor for Errors and Omissions and Automobile Liability Insurance for any owned, hired, or non-owned vehicles used in the performance of the work.

M. Provide 3 Hard Copies of your Firms proposal.

For questions or clarifications, contact: cecil@ynha.com. Questions will be answered in the form of an addendum.

13. ATTACHMENTS

1. HUD Form 5369-B Instructions to Offerors Non-Construction.

2. HUD Form 5369-C Certifications and Representations of Offerors Non-Construction Contract.

3. Indian Preference Statement.

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

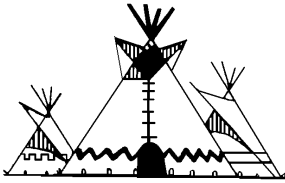
7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:



YAKAMA NATION HOUSING AUTHORITY

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Statement Regarding Indian Preference

If successful, the contractor through its undersigned representative hereby agrees and certifies that it will:

1. To the greatest extent feasible, give preference in opportunities for training and employment to Indians. Submit a certification and supporting evidence to YNHA when Indian preference is not feasible.
2. To the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and adopt and implement, for all subcontracts, the Indian Preference requirements of the Yakama Nation Housing Authority Procurement Policy to the greatest extent possible.
3. Submit, and cause each subcontractor to submit, a certification and supporting evidence to YNHA whenever it is not feasible to provide Indian preference in subcontracting.
4. Supply information to YNHA on a periodic basis during performance of its duties under the contract demonstrating its efforts to apply Indian preference.

Dated this _____ day of _____, 20____.

Signature

On behalf of:

Printed Name

Name of Company

Title