



KENAITZE INDIAN TRIBE

REQUEST FOR PROPOSAL

Tribal Community Needs Assessment

Issued: 6/4/21

1. Overview

The Kenaitze Indian Tribe (Kenaitze or Tribe) is seeking a vendor to assist the Tribe in developing a Tribal Community Needs Assessment. The purpose of this Request for Proposal (RFP) is to solicit responses from competent and experienced vendors that are capable of providing the services as specified herein in a prompt, cost effective, and efficient manner.

2. Inquiries

Questions regarding this RFP must be directed in writing to Tami Murray Procurement Supervisor, (907) 335-7213 or by email at tmurray@kenaitze.org. All emails must identify the RFP title in the subject line, include the contact information for the person submitting the question, and indicate any relevant RFP section number. **All questions must be submitted using this format and must be received no later than 5:00pm Alaska Daylight Time (AKDT), 6/14/2021.**

Kenaitze will review the submitted questions and respond to all inquiries in writing by replying via email to all inquirers and interested vendors at one time. The email will provide every question received and each accompanying response. This will ensure all potential vendors receive the same information. Answers will be made available on 6/16/2021.

3. Background Information

Kenaitze is a federally recognized tribal government, re-organized in 1971 under the statutes of the Indian Reorganization Act of 1934, as amended for Alaska in 1936. The Tribe serves 1,717 Tribal Members and over 4,410 Alaska Native/American Indian (AN/AI) residents of the central and upper Kenai Peninsula. Kenaitze's Administrative Building is located at 150 N Willow St in Kenai, Alaska 99611.

4. Proposal Submission Requirements

All vendors interested in submitting a proposal in response to this RFP must adhere to the following requirements. Failure to do so may result in the Tribe deeming the proposal to be non-responsive and therefore not eligible for consideration.

4.1 Proposal Submittal Items

Vendors must only submit one proposal, follow the format outlined below, and clearly identify each of the following four criteria within the submittal.

- a) **Cover Letter** – Submit a cover letter on company letterhead that is no more than 1 page and includes the following:
 - a. The company’s legal name and contact information
 - b. An overview of the company’s qualifications and experience relevant to the scope of work defined herein
 - c. The identity and qualifications of the person(s) whom will be assigned to the job should the vendor be chosen
 - i. The letter must be signed by an authorized company representative, and include that person’s contact information.

- b) **Scope of Work** – Submit a written, detailed description of how each subsection within section 5 Scope of Work will be accomplished. Please refrain from using marketing information in this part of the proposal submittal.

- c) **Deliverables** – If necessary and/or required, submit a schedule of all deliverables and milestones/due dates.

- d) **Price** – Submit a written price proposal to provide the service(s) as specified herein, using the format set forth in subsection 7.1 Proposal Price. The proposed price must include all of the vendor’s costs associated with providing the good(s) or service(s) as called for within this RFP and including, but not limited to, wages, administrative overhead, travel, transportation, lodging, and other similar costs unless stated otherwise. No other costs will be considered for payment.

All proposals will become the property of the Tribe and may be returned only at the option of the Tribe. Any information marked as proprietary or confidential will be held in confidence to the greatest extent possible.

4.2 Proposal Submission Deadline

To be considered, a complete proposal package must be received by the Tribe by the deadline via either of the following methods:

- a) Hand delivered or mailed to: Kenaitze Indian Tribe
Attention: Tami Murray
Procurement Supervisor
150 N. Willow St.
Kenai, Alaska 99611

- b) Electronically transmitted to: tmurray@kenaitze.org

The deadline for submission is 5:00 p.m. Alaska Time, 6/25/2021. Any proposals received after the deadline may not be accepted. Proposals sent via email should be sent in a single PDF document format, with the RFP title noted in the subject line.

4.3 Proposal Preparation Cost

The Tribe shall not be responsible for any costs associated with preparing and/or submitting a proposal in response to this RFP, in any manner or for any reason.

4.4 Proposal Validity

A vendor's price proposal will remain valid for 45 calendar days from the RFP submission deadline or until an award is made to the successful vendor, whichever is sooner. No price proposal will be accepted if marked "price prevailing at time of delivery", "estimated price", or something similar. All price proposals must be in US dollars.

4.5 Sovereign Immunity

The Tribe is reluctant to sign any contract or agreement that specifically asks or implies a waiver of sovereign immunity. If presented with a contract or agreement that contains or implies a waiver, the Tribe will likely ask that the following be included prior to consideration:

"SOVEREIGN IMMUNITY: Kenaitze is a federally recognized Indian tribe and, as such, possesses sovereign immunity from suit. By entering into this Agreement, the Tribe does not intend to waive its sovereign immunity and does not do so. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the Tribe."

5. Scope of Work

The Tribe is seeking a Vendor to develop, administer, and assemble the results of a Tribal community needs assessment. The successful proposal will clearly describe the steps by which the Vendor will produce a final document that accurately describes the needs of our community. Following are areas of particular interest Kenaitze has identified as priorities. While considered priorities, the information provided below are guidelines to be used as a reference and does not necessarily encompass an exhaustive list of areas to be considered.

- Dena'ina Language programming. Potential information of value may include:
 - Levels of interest in learning Dena'ina language
 - Level of interest in partnering with other Dena'ina villages

- Education programming. Potential information of value may include:
 - High school dropout rate among the Tribal/AN/AI youth
 - The greatest barriers, both within the school system and without, to college and career readiness for Tribal/AN/AI youth
 - What opportunities for college/career readiness do youth currently utilize?
 - A survey of high growth, high demand employment sectors and how they correspond to training/education resources on the Kenai Peninsula

- The number of families who would benefit from infant/toddler early learning resources
 - The number of Tribal/AN/AI families in need of respite services
 - The number of children with developmental disabilities served through Head Start and the estimated number of children with developmental disabilities that could be served through Early Head Start;
 - The number of tribal members/families who indicate that a culturally informed early education curriculum would be valuable to their family/community
- Substance Abuse Treatment programming. Potential information of value may include:
 - Determine the level of interest amongst Tribal/AN/AI citizens in an in-patient substance abuse treatment facility operated by Kenaitze
 - Determine substances of choice among Tribal/AN/AI community members
 - Determine the level of interest amongst Tribal/AN/AI citizens in out-patient substance abuse treatment options operated by Kenaitze
- Elder population (age 55 and older) and programming. Potential information of value may include:
 - Kenaitze senior population projections in our service area over the next 10-20-30 years
 - AN/AI senior population projections in our service area over the next 10-20-30 years
 - Income levels of Tribal/AN/AI Elders within the Kenaitze Service Area
 - Determine interest level in construction of Elder housing
 - Determine priority level of individual Elder housing vs. an assisted living facility
 - Health care trends including: medical, dental, behavior health, physical therapy, optometry, pharmacy, and specialized internal medicine
 - Projection of health care provider capacity
 - Determining gaps in services and facilities
 - Existing programs and services available to Elder populations
 - Data on upcoming legislation both federal and state to determine if budget cuts or revenue shortfalls will increase the gaps in services
 - Projection of eligibility for Medicaid/Medicare with Seniors

6. General Requirements

6.1 Term of Service

The agreement resulting from this RFP shall be effective from the date of execution of the agreement through the completion of services. In no event shall services under the agreement extend beyond December 31, 2021. In the event the work is not completed within this timeframe, the Tribe, in its sole opinion, may determine the vendor to be in breach of the terms of the agreement.

6.2 RFP Modification

Kenaitze reserves the right to:

- a. Modify or otherwise alter any or all of the requirements herein. In the event of a modification, vendors will be given an equal opportunity to modify their proposals as identified in writing by the Tribe.
- b. Reject any proposal not adhering to the requirements set forth within this RFP, either in whole or in part.
- c. Reject any or all proposals received.
- d. Terminate this RFP at any time, without reason.

6.3 Order of Precedence in the Event of a Conflict

If an agreement is awarded, all terms and conditions herein shall be incorporated into the award along with the vendor's proposal. Any change to the agreement must be through a written amendment agreed upon by both Parties. In the event of a conflict between the RFP and the vendor's proposal, the more stringent language shall apply.

6.4 Subcontracting

The vendor must disclose to the Kenaitze the use and identity of all subcontractors it uses in carrying out the requirements herein. The Tribe reserves the right to approve all subcontractors if it so chooses. The vendor is solely responsible for the satisfactory performance of and compensation to any and all subcontractors.

6.5 Insurance

The vendor shall have, maintain, and provide proof of Commercial General Liability Insurance and Workman's Compensation Insurance, in addition to any applicable insurance required by the State of Alaska or the vendor's primary state of location. The vendor must provide Kenaitze with proof of the insurance required herein. The vendor shall be financially responsible for all deductibles, costs, and self-insured retention's and/or self-insurance required herein. Kenaitze is a sovereign nation, and as such the vendor waives all rights against the Tribe and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies.

6.6 Indemnification

Except in the case of the sole negligence or willful misconduct of the Tribe, the vendor shall indemnify, defend and hold harmless the Tribe, and the Tribe's officers, agents, and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorney fees and costs and lawsuits whatsoever (including without limitation all claims involving damage to real or

personal property, civil rights claims, or claims of infringement of a patent, copyright, trade secret or trademark) caused by or arising out of the performance, acts, or omissions under this RFP by the vendor or any of its officers, agents, representatives, employees or subcontractors or arising from or related to a failure to comply with the requirements herein, and/or applicable state or federal statute, law, regulation, or rule.

Nothing in this RFP is a waiver of sovereign immunity.

7. Price and Payment

7.1 Proposal Price

The vendor must submit a written price proposal to provide the good(s) or service(s) as specified herein. The proposed price must include all of the vendor's costs associated with providing the good(s) or service(s) as called for within this RFP and including, but not limited to, wages, administrative overhead, travel, transportation, lodging, and other similar costs unless stated otherwise. No other costs will be considered for payment.

The price proposal must follow this format:

Number of hours needed to complete the work specified herein: _____ X
Rate per hour: \$_____ = Total cost not to exceed \$_____.

7.2 Payment

The vendor shall be paid for actual work completed in accordance with the requirements herein and the accepted price proposal. The total amount to be paid to the vendor shall not exceed the vendor's quoted amount, unless otherwise specifically agreed to in advance with supporting justification and in writing by both parties.

Payment to the vendor is contingent on the vendor delivering a bill or invoice to the Tribe on a monthly basis. The Tribe retains the right to require additional documentation to support the submitted invoice. The Tribe will provide payment to the vendor within 30 calendar days of acceptance of the invoice.

The vendor shall provide the following information with each monthly invoice:

- Identification of billing period;
- A statement describing the actual work completed with sufficient detail to reconcile the charges against the work performed and/or work product received by the Tribe;
- Total amount of hours multiplied by the rate billed for the billing period;
- Total cost billed for the billing period;
- Date invoice was submitted;
- Entity name and contact information; and
- Name of authorized person originating or submitting the billing for the entity.

Submit invoices to:
Accounts Payable
Kenaitze Indian Tribe
PO Box 988
Kenai, Alaska 99611

8. Evaluation and Selection

Proposals will be evaluated by Kenaitze staff based upon the responsiveness to the submission requirements described in Section 4, and in any other manner deemed appropriate by the Tribe to determine the proposal most advantageous to the Tribe. Kenaitze reserves the right to waive informalities and minor inaccuracies. Kenaitze reserves the right to reject any and/or all proposals which it deems to be not in the best interests of Kenaitze and to proceed with the next proposer or to utilize an entirely different method of selection at any time during the process.

The End