

Kenaitze Indian Tribe
P.O. Box 988
Kenai, Alaska 99611



Phone: 907-335-7200
Fax: 855-335-8865
www.kenaitze.org

KENAITZE INDIAN TRIBE REQUEST FOR PROPOSAL

Sump Catch Basins Dena'ina Wellness Center

Issued: 2-9-2024

1. INTRODUCTION

1.1 ORGANIZATION

The Kenaitze Indian Tribe is a federally recognized tribal government, reorganized in 1971 under the statutes of the Indian Reorganization Act of 1934, as amended for Alaska in 1936. The Tribe serves over 5,000 community members, Alaska Natives, and American Indians in the central and upper Kenai Peninsula. The Tribe's Administration building is located at 150 N. Willow St. Kenai, Alaska 99611.

1.2 MISSION STATEMENT

To assure Kahtnuht'ana Dena'ina thrive forever.

2. OVERVIEW

The Kenaitze Indian Tribe (Tribe) seeks a vendor to remove and install five new catch basins around the Dena'ina Wellness Center (DWC). The purpose of this Request for Proposal (RFP) is to solicit responses from competent and experienced vendors capable of providing the goods/services as specified herein in a prompt, cost-effective, and efficient manner.

3. INQUIRIES

Questions regarding this RFP must be directed to Tami Murray, Procurement Manager, 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 the relevant RFP section number. All questions must be submitted using this format and must be received no later than 5:00 p.m. Alaska Standard Time (AKST) **on Monday, March 4, 2024.**

The Tribe will review the submitted questions and respond to all inquiries in writing by emailing all inquirers and interested vendors at once. The email will provide every question received and each accompanying response. This will ensure all potential vendors receive the same information. Responses will be made available by **Friday, March 8, 2024.**

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:
 - 1. The company's legal name and contact information.
 - 2. An overview of the company's qualifications and experience relevant to the scope of work defined herein.
 - 3. The identity and qualifications of the person(s) whom will be assigned to the job should the vendor be chosen.
 - 4. The letter must be signed by an authorized company -, 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. This project is jointly funded with Federal and Kenaitze Indian Tribe funds. **Federal Davis-Bacon labor wages are required.** 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.
- e) 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: Tam Murray
Procurement Manager
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, **Monday, March 18, 2024**. 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;

- a) Make catch basin, sidewalk, gutter, and curb repairs to 5 damaged catch basins.
- b) Saw-cutting of concrete curb & gutter and asphalt pavement as needed.
- c) Asphalt saw-cutting and removal shall be neat and rectangular and be limited to the minimum area required to complete the structure repairs.
- d) Removal and disposal of concrete curb sections as described in the repair.
- e) Removal and disposal of all removed structure material.
- f) Prepare and install new, like in-kind catch basins.
- g) Install and grout the culvert drain lines to the catch basins.
- h) Fill and compact around the catch basins
- i) Replace concrete curbs, gutters, sidewalks, and asphalt pavement as needed.
- j) Vendor is responsible for all permitting and required insurance.
- k) Vendor is responsible for all traffic control needs for the project.

DWC is an integrated health care facility offering a wide range of services. The building was constructed in 2014 and is 52,000 square feet it also features a gym, classroom space and 18 bathrooms and 18 examination rooms. DWC is located at 508 Upland St., Kenai, Alaska.

Work will be scheduled for nights and weekends due to clinic hours. Some section work during the week can be considered.

5.1 Site Inspection

A recommended site inspection is encouraged prior to bidding this project to verify existing conditions and for contractor to familiarize itself with the full scope of work. Contact Tami Murray, Procurement Manager to arrange an inspection, at 907-335-7213 or TMurray@kenaitze.org.

5.2 Additional Requirements:

- a) Contractor to provide any and all equipment for project.
- b) Contractor responsible for verifying a thorough understanding of the Scope of Work, material dimensions, accuracy, damage, and layout.
- c) Contractor is responsible for all soils and debris removal from the site and must keep the site free of unnecessary debris at all times.
- d) Contractor shall supply a Project Site Specific Safety Plan.

- e) Contractor will turn in a Safety Data Sheet for products being used on Kenaitze property.

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 March 1, 2025. 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

The Tribe 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 Tribe 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 the Tribe 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.

The Tribe 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.

7.2 Davis- Bacon Act

This project must comply with the Davis-Bacon Act: A condition of this project is that any construction contracts in excess of \$2,000 per project funded with Federal and Kenaitze Indian Tribe funding will comply with the Davis-Bacon Act.

- a) Davis-Bacon and Alaska Prevailing Wages:** The Wage Determinations Online website (<https://sam.gov/content/wage-determinations>) issues prevailing wage schedules to the Kenai Peninsula Borough for qualifying contracts. These prevailing wage schedules contain hourly wage rates that workers must receive when working on a public project.

Each covered contractor and subcontractor *must*, on a weekly basis, provide the Kenaitze Indian Tribe a copy of all payrolls for the preceding weekly payroll period. Each payroll submitted must be accompanied by a "Statement of Compliance." The contractor,

subcontractor, or the authorized officer or employee of the contractor or subcontractor who supervises the payment of wages must sign the weekly statement.

7.3 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:

- a) Identification of billing period
- b) 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;
- c) Total amount of hours multiplied by the rate billed for the billing period;
- d) Total cost billed for the billing period;
- e) Date invoice was submitted;
- f) Entity name and contact information; and
- g) 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 staff based upon the responsiveness to the submission requirements described in Section 4, and/or the following point system, and/or any other

manner deemed appropriate by the Tribe to determine the proposal most advantageous to the Tribe.

Point System:

- ***Capability and Experience (20 points)***
Provide a summary of the proposed project team, identifying the primary point of contact for the Tribe throughout the project and relevant experiences for the identified individual. List all subcontractors that will play a key role in the project and describe their relevant experiences.
- ***Work Plan (20 points)***
Provide a detailed work plan that outlines the timeline for all phases of the project, including, but not limited to, the starting date and other milestones/deadlines for each phase.
- ***Proposal and Professionalism (10 points)***
Provide a comprehensive and professional proposal with all key elements as stated herein.
- ***Value Proposal (50 points)***
The Tribe will award these points based on the vendor's quoted price.
- ***Alaska Native/American Indian Member (5 points) or Tribal Member (10 points) Preference***
Provide proof of AN/AI membership or Tribal membership for the vendor's owner to receive preference. In order to be considered for preference, proof of membership and at least 51% ownership must be submitted with the proposal.

The Tribe reserves the right to waive informalities and minor inaccuracies and reject any and/or all proposals which it deems to be not in the best interests of the Tribe and to proceed with the next proposer or to utilize an entirely different process at any time during the process.

Anticipated date for Notice of Award is March 22, 2024
Anticipated Completion of the project by March 1, 2025.

End of Proposal

