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# **KENAITZE INDIAN TRIBE REQUEST FOR PROPOSAL Kalifornsky Village Gravesite Environmental Risk Assessment**

Issued: 2/17/2023

## **1. INTRODUCTION**

### **1.1. ORGANIZATION**

The Kenaitze Indian Tribe 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 over 5,000 community members, Alaska Natives, and American Indians in the central and upper Kenai Peninsula. The Tribe's Headquarters is located at 150 N Willow Kenai, Alaska 99611. Nothing in this RFP is a waiver of the Tribe's sovereign immunity.

### **1.2 MISSION STATEMENT**

**1.2.1** To assure Kahtnuht'ana Dena'ina thrive forever.

## **2. OVERVIEW**

The Kenaitze Indian Tribe (Tribe) seeks a vendor to provide an environmental risk assessment of coastal erosion and an archeological cemetery survey (using ground penetrating radar), a search of historic burial records, and develop a plan with cost estimates for either relocation or protect in place. The purpose of this Request for Proposals (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 in writing to Tami Murray, Procurement Manager, [Tmurray@kenaitze.org](mailto: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 pm Alaska time, 3-10-2023**

The Tribe 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 that all potential vendors receive the same information.

## 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 non-responsive and not eligible for consideration.

### 4.1 Proposal Submittal Items

Vendors must only submit one proposal, follow the format outlined below, and identify 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:
  - The company's legal name and contact information
  - An overview of the company's qualifications and experience relevant to the scope of work defined herein
  - The identity and qualifications of the person(s) who will be assigned to the job should the vendor be chosen
  - The letter must be signed by an authorized company representative and include that person's contact information.
- b) **Scope of Work** – submit a 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 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 outlined 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 additional charges 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 Manager  
150 N Willow St  
Kenai, Alaska 99611

b) Electronically transmitted to: [tmurray@kenaitze.org](mailto:tmurray@kenaitze.org)

**The deadline for submission is 5:00 pm Alaska Time, 3-30-2023.** 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 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 the time of delivery," "estimated price," or something similar. All price proposals must be in US dollars.

### **5. SCOPE OF WORK**

The Tribe is seeking a vendor to provide an environmental risk assessment of coastal erosion and options to preserve approximately seventeen (17) ancestral gravesites precipitously close to the cliff edge facing Cook Inlet; these options could include protect-in place actions, relocation of affected gravesites, or other possible approaches to preserve the remains of Kenaitze ancestors, including, archeological cemetery survey (using ground penetrating radar), a search of historic burial records and cost estimates for the option that is chosen.

One expected outcome of this project is the advancement of Kenaitze's general understanding of the protect-in-place and relocation planning process, including factors used to determine which option is ultimately selected. This increase in knowledge would help develop Tribal capacity to successfully address climate change-related issues as they continue to present themselves on our ancestral territory.

A second outcome is, the development of a technically and financially feasible solution to the current issue that Kenaitze faces: finding a respectful and expedient way to mitigate the threat that climate change-driven erosion currently poses to the remains of our venerable ancestors.

Success would therefore be measured by the production of both environmental and archaeological/cultural assessments of the Kalifornsky Village graveyard, and a Final Planning Report for the ancestral gravesites from either an environmental engineer or Tribal Archaeologist that lays out a well-informed process that Kenaitze could implement in order to address the vulnerability of these remains to coastal erosion.

Location of Site: Mile Marker 7 of Kalifornsky Beach Road, Kenai, AK.

Kenai Peninsula Borough Parcel 13107047  
<https://gis.kpb.us/map/index.html?viewer=basic>

## **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 September 30, 2023. 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 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)

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.

## **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.

## **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)***

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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.

***AN/AI Member (5 points) or Tribe 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.

**End of Proposal**