



To assure Kaitnuht'ana Dena'ina thrive forever

KENAITZE INDIAN TRIBE REQUEST FOR PROPOSAL

Pre-Disaster Mitigation (PDM) Planning Coordinator
Issued: 06/03/19

1. Overview

The Kenaitze Indian Tribe (Tribe) is seeking a Pre-Disaster Mitigation (PDM) Planning Coordinator to develop a PDM plan for natural hazards to reduce the risk to the population and structures from future hazard events. 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 Chelsea Hendriks, Health, Safety, and Environmental Advisor, chendriks@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 5:00pm Alaska Standard Time (AKST), 06/17/19.

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 all potential vendors receive the same information.

3. Background Information

The 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.

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:

1. Hand delivered or mailed to: Kenaitze Indian Tribe
Attention: Chelsea Hendriks
Facilities
150 N Willow St
Kenai, Alaska 99611
2. Electronically transmitted to: Chelsea Hendriks

The deadline for submission is 5:00pm Alaska Time, 07/01/19. 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 Kenaitze Indian Tribe (Kenaitze) is seeking a Pre-Disaster Mitigation (PDM) Planning Coordinator to develop a PDM plan for natural hazards to reduce the risk to the population and structures from future hazard events. This will enable the Tribe to identify hazards and propose mitigation strategies for Tribe-owned or long-term-leased buildings, facilities, and cultural sites to include property that is currently in the process of being acquired. The Kenaitze Indian Tribe serves 1,670 Tribal members and approximately 4,410 American Indian/Alaska Native (AI/AN) residents of the central Kenai Peninsula Borough (KPB), including the communities of Kenai, Soldotna, Sterling, Nikiski, Salamatof, Ridgeway, Funny River, Cohoe, Kalifornsky, Kasilof, and Cooper Landing, a geographical area that encompasses more than 16,000 square miles in Southcentral Alaska.

The PDM Planning Coordinator will be contracted by the Tribe for an 18-month period of performance, and whose scope of work will be devoted solely to the PDM Planning effort. Among various duties, the PDM Planning Coordinator will be responsible for facilitating the PDM Planning activities, conducting regular Planning Team meetings, hosting scheduled public engagement meetings, consulting existing data sets to assess the risks posed to Tribal facilities by natural hazards, constructing and deploying a

public survey, responding to the concerns raised by Planning Team members and other constituents, and ultimately producing a full draft of Kenaitze's Pre-Disaster Mitigation plan ready to be submitted to the Federal Emergency Management Agency (FEMA) for review.

In accordance with FEMA's development principles, this plan will comply with and meet the intent of requirements of 44 CFR 201.7 Tribal Mitigation Plans. The basic review guidelines supplied by FEMA will be used as a guide for the pre-disaster mitigation plan development. The PDM Planning Coordinator will be responsible for the following:

Implement a planning process. An effective and open planning process will ensure Tribal members understand risks and vulnerability. For the purposes of PDM planning, Kenaitze will consider itself as a single jurisdiction responding to Tribal facilities and community members. The Tribe will engage in a comprehensive planning process that not only involves a variety of stakeholders, but will also be supported by the PDM Planning Team members drawn from across the Tribe's programs and facilities and who represent a spectrum of professional backgrounds and experiences. The planning process will include documentation and a narrative description of the process used to develop the mitigation plan, a schedule of activities, how the plan evolved from formation of a planning team to how the public participated, how each section was developed, what plans or studies were incorporated, and how it will be implemented.

Conduct a hazard assessment. The plan will focus on several key hazards that are of concern: earthquakes, floods/coastal erosion, wildfires, weather, volcanic activity/ash fallout, avalanches, tsunamis and seiches. One additional hazard has been identified as having potential impact on Kenaitze facilities, which was not included in the KPB and City of Kenai plan, and includes a disaster brought on by land subsidence.

Conduct a risk assessment. Determine the facilities or portions of infrastructure that are vulnerable to a disaster and determine the possible loss of life and economic damage that could result. This plan will include a description of the type, geographic area, and extent or magnitude of all natural hazards that can affect the Tribal jurisdictions. The plan will include information on previous occurrences of hazard events and on the probability of future hazard events. This assessment will rely on aggregations of applicable data sets, such as those used to construct the Borough- and City-approved all-hazard plan, and will enable the Tribe to estimate potential losses for each of the facilities included in the PDM plan.

Develop mitigation strategies and draft of plan. The plan mitigation strategy will provide the blueprint for reducing the potential losses identified in the risk assessment. This will include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards and mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. The action plan will include to how the actions will be prioritized, implemented, and administered by the Tribe.

Plan review, evaluation and implementation. To have an accurate representation of the overall strategy in reducing risks from natural hazards, the plan must reflect current conditions and will require updates and assessments of new hazards or risk information. The plan updates will provide the Tribe with methods to periodically evaluate, monitor, maintain and update the plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities. The Tribe will also have the ability to adjust actions to address current realities by evaluating the progress in implementing hazard

mitigation actions. The plan will describe the process for implementing the plan after adoption by the Tribal Council, and approval by FEMA.

Plan adoption. The plan will include documentation that the plan has been formally adopted by the Tribal Council and will demonstrate the commitment to fulfilling the hazard mitigation goals and actions outlined in the plan. The PDM Planning Coordinator and Team will host three (3) public engagement sessions where the Tribal constituency will have the opportunity to observe the planning process and offer their comments and suggestions; these public contributions will be weighed by the Planning Team for possible inclusion in the draft PDM plan. Once the PDM Planning Coordinator's full draft has been reviewed by the Planning Team and revisions have been suggested, a public version of the plan will be posted on the Tribe's website so that it may continue to be reviewed by interested constituents, including the Tribal Council. The draft plan will be kept on the Tribe's public website (www.kenaitze.org) for a comment period of two (2) months. Public contributions will be reviewed and incorporated with ongoing revisions, as applicable.

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 12/31/2020. 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 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 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 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 (40 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 (30 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.