

****RE-ADVERTISE****

REQUEST FOR PROPOSAL (RFP)

RFP Closes 4:00 p.m., Alaska Time 03/07/2022.

THE ASSOCIATION OF VILLAGE COUNCIL PRESIDENTS ("AVCP") is soliciting proposals from qualified companies to provide Construction Supervision services for AVCP Community Development Division/Transportation Department and other duties as assigned.

Important Dates to Remember:

03/02/2022 Deadline for questions, comments.

03/07/2022 **Submission deadline.** RFP closes, no proposal accepted after this time.

Proposals must be received by **4:00 P.M., A.S.T., 03/07/2022**

I. General Information

AVCP is a tribal non-profit organization located in Bethel, Alaska. AVCP serves its fifty – six (56) member tribes, which are located throughout the Yukon – Kuskokwim Delta in Southwest Alaska, by providing a variety of social service, human development and culturally relevant programs that promote tribal self – determination and self – governance and work to protect tribal culture and traditions. AVCP's member tribes have resided for thousands of years in small isolated villages scattered throughout the Yukon – Kuskokwim Delta, in an area that is approximately 59,000 square miles and roughly the size of the State of Oregon. The villages are not connected by road to one another, nor to the rest of Alaska. AVCP is soliciting proposals for Construction Supervision services for AVCP Community Development Division/Transportation Department and other duties as assigned.

A. Primary Contact

All questions, comments, and proposals must be directed and mailed/emailed to:

ATTN: MICHELE CHASE-Procurement Coordinator
Association of Village Council Presidents
P.O. Box 219
Bethel, AK 99559
Email: procurement@avcp.org & MChase1@avcp.org
Phone: (907) 543-7332

B. Proposal Documents

Proposal Documents shall include all information contained in this Request for Proposal, any additional information supplied by AVCP, and any addenda issued prior to award of a contract.

Addenda are written or graphic instruments issued by AVCP prior to the selection of a

contracting company which modify or interpret the Proposal Documents by additions, deletions, or clarifications of Respondents' question or corrections.

C. Respondent's Representation

The Respondent, by submitting a proposal, represents that the Respondent is a qualified company experienced in audit preparation services, specifically single audit requirements under federal and state expenditure rules and single auditing for Tribal or non-federal entities.

D. Solicitation Review

Respondents should carefully review this solicitation, without delay, for omitted information or ambiguity. Any or all of any proposal may become an integral part of any contract arising from this solicitation. Furthermore, any contract arising from this solicitation shall not be limited by any matter stated in this solicitation or the successful proposal. The contract formed after receipt of a proposal may include additional terms and conditions.

AVCP reserves the right to make use of any idea or matter made a part of any proposal submitted in response to this solicitation. The right to use any idea or matter made a part of any proposal shall not be limited by AVCP's acceptance or rejection of the proposal containing such idea or matter.

E. Reply to Questions or Comments regarding this Solicitation

At its discretion, AVCP shall choose whether or not to respond to particular questions or comments about this solicitation from Respondents. Additionally, AVCP may at its discretion provide responses to questions or comments to all Respondents or may reply only to the Respondent who submitted the question or comment. All questions must be received in writing ten (10) business days prior to the submission deadline to be considered.

F. Amendments to this Solicitation

In the event it becomes necessary to revise any part of this solicitation, a copy of the revision shall be sent to each Respondent who shall timely acknowledge receipt of the original solicitation and advise AVCP of their intention to submit a proposal.

G. Submission Date

To be considered, 7 copies (limit: 20 single-sided pages, including attachments), of a Respondent's proposal must be received by the primary contact, at the mailing address identified above, no later than 4:00 PM, A.S.T., 03/07/2022. Faxed proposals will not be accepted. Email proposals are accepted and must be in PDF format. If emailed, the 7-copy requirement will be waived. However, all attachments must be emailed along with Respondent's proposal as a single email or the submittal will be deemed non-responsive.

The Procurement Coordinator will open the proposals prior to the submission deadline to verify its responsiveness. If a proposal is nonresponsive, the Procurement Coordinator **may** give an opportunity to meet the minimum requirements and ask the nonresponsive Respondent to provide the required documentation prior to the submission deadline. Proposals may be modified until 4:00 PM, A.S.T., 03/07/2022 by email or in person.

H. Multiple or Alternate Proposals

Multiple or alternate proposals will not be considered.

I. Right of Rejection or Cancellation

AVCP reserves the right to reject any and all proposals and to waive any and all stated requirements relative to proposals. AVCP reserves the right to cancel this solicitation at any time before the submittal deadline.

J. Respondent Costs

Any and all costs incurred by each Respondent in connection with the preparation, submission, and/or presentation of a proposal, including but not limited to travel expenses, shall be the sole responsibility of the Respondent and will not be reimbursed by AVCP.

K. In Person Presentation

Each Respondent submitting a proposal must be willing, if requested by AVCP, to make a presentation in person to AVCP in Bethel, Alaska, at a date and time requested by AVCP. All travel expenses must be paid for by Respondent.

L. Disclosure of Proposal Contents

AVCP will review proposals submitted in such a manner as to avoid disclosure of content to competing Respondents. Nevertheless, all proposals and other material submitted in support of any proposal shall become, upon receipt by AVCP, property of AVCP, and AVCP reserves the right to use any idea or any other matter contained in any proposal or any material accompanying the proposal regardless of whether or not the proposal is accepted by AVCP.

M. Respondent's Certificate

By submission of a proposal, a Respondent is certifying to AVCP that it is not colluding with any other Respondent. AVCP will be privileged upon discovery that such certificate is false to reject the proposal or terminate any contract to which it is a party arising from the proposal.

N. Minimum Respondent Qualifications

1) No Joint Ventures

AVCP will not enter into a contract with a joint venture for the services made a subject of this solicitation. Nor will AVCP enter into more than one contract to obtain all of the services made a subject of this solicitation.

2) Financial Condition

AVCP will not contract with any Respondent whose financial condition is not satisfactory to AVCP.

3) Business and Insurance License

AVCP will not enter into any contract with any Respondent who is not the holder of a current business license. The respondent must also hold the appropriate licenses and insurances required by AVCP and the State of Alaska in order to engage in the business described in this Request for Proposal and to engage in business in the State of Alaska.

4) EEO Policy

AVCP will not enter into any contract with any Respondent who has been debarred from Government contracts pursuant to Executive Order 11246. AVCP will not enter into any contract with any Respondent who will not expressly, in writing, undertake to abide by every applicable law governing equal employment opportunity. Any contract arising from any proposal made in response to this request, and any subcontract, will include any term(s) respecting the same matters as is prescribed by such law(s).

5) **Minimum Privacy and Confidentiality Standards**

AVCP will not contract with any Respondent who will not expressly, in writing, agree to adhere to AVCP standards in connection with privacy of AVCP confidential information and the information of its participating employers.

O. Standard Contract Information

1) **Written Contract**

To be enforceable, any contract arising from this solicitation must be stated in writing, signed by the parties. It will expressly provide that it is, and is intended to be, a complete statement of the entire agreement of the parties and shall include a description of duties, obligations and responsibilities of the parties providing assurances of performance, reliability, security, confidentiality, and reporting requirements. If any Respondent will require that a written contract with AVCP be in a particular form, or that such a contract contain a particular written provision, such writing should be included as part of the Respondent's proposal.

Any or all of any proposal may become an integral part of any contract arising from this solicitation. Furthermore, any contract arising from this solicitation shall not be limited by any matter stated in this solicitation or the successful proposal. The contract formed after receipt of a proposal may include additional terms and conditions.

2) **Indemnification**

The successful Respondent will, as a part of any contract arising from this solicitation, be required to expressly, in writing, indemnify, hold harmless and defend AVCP, its officers, agents and participants from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages (including, without limitation, solely economic damages), sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the successful Respondent, a sub-contractor, or anyone directly or indirectly employed by them in the performance of any portion of any contract arising from this solicitation. Any proposal submitted to be considered by AVCP must be accompanied by evidence satisfactory to AVCP of Respondent's ability to perform such an undertaking.

3) **Financial Responsibility Requirements**

As a part of any contract arising from this solicitation, the successful Respondent shall be required to obtain at its own expense, and maintain in force at all times during its performance of any aspect of the contract the policies of insurance described in Appendix A of this solicitation in such form

and with such insurer(s) as is satisfactory to AVCP. Where specific limits are shown, they shall be the minimum acceptable limits.

If Respondent does not carry the minimum acceptable limits of insurance required in Appendix A, Respondent shall describe in writing the insurance that it does carry.

4) **Payment**

AVCP will pay by check for services performed under any contract arising from this solicitation. The successful Respondent will submit end of month invoices, detailing services provided for that month. AVCP shall pay an approved invoice within twenty (20) working days of approval.

Under any contract arising from this solicitation, AVCP will not undertake to pay any tax arising from the transaction whatsoever.

5) **Prime Contractor Responsibilities**

As part of any contract arising from this solicitation, the successful Respondent will be required to assume responsibility for all services to be furnished whether they are furnished by the successful Respondent or a subcontractor. The successful Respondent will be the only party other than AVCP that is a party to the contract, the only one with whom AVCP will engage in communication respecting matters related to performance under the contract and the only one to whom any payment required of AVCP under the contract will be made.

6) **No Assignment**

Any contract arising from this solicitation will expressly bar the successful Respondent's assignment of the contract or any of such Respondent's rights under the contract, without the prior written consent of AVCP; and expressly provide, in substance, that any purported assignment or transfer without such prior written consent will be void and without force or effect. Respondent understands that AVCP shall be permitted to assign the contract or any AVCP rights under the contract.

7) **Contract Term**

The contract term is expected to start from signing in 2022 ending 12/31/2025 no extensions. The actual term of the proposed contract shall commence on or after acceptance of proposal by AVCP and by signature of all parties to the contract. The contract shall terminate as outline in the contract and based upon project completion. Contract extension will be at the discretion of AVCP.

P. Minority Owned Business Enterprise/Women Owned Business Enterprise

If Respondent is asserting Minority Owned Business Enterprise/Women Owned Business Enterprise eligibility or claiming an Alaska Native/American Indian owned business status, Respondent must provide documentation of such. AVCP, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively

ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Q. AVCP Furnished Items

AVCP will provide a contact person to coordinate these services.

R. Respondent Furnished Items

Respondent shall perform services as set forth in the Scope of Work outlined in Section III.

S. Form of Proposal

Information provided in this Request for Proposals is intended to bring about a complete proposal by each Respondent, not to limit the content of proposals. Respondent's proposal may include any information in whatever form, within the page limits noted in Section G above, that the Respondent may choose. The Procurement Coordinator will open the proposal prior to the submission deadline to verify its responsiveness. If a proposal is nonresponsive, the Procurement Coordinator may give an opportunity to meet the minimum requirements and ask the nonresponsive bidder to provide the required documentation prior to the submission deadline.

The form of proposal must contain at a minimum the following information to be considered:

- 1) Provide a narrative that shall include a history of the Respondent including: the company's legal name, location(s), and contact information; the number of employees within the company and within each department; certifications, partnerships or other awards or affiliations; a statement of differentiators describing the key ways the Respondent's products and services differ from those of its competitors; experience in Alaska and in the Yukon-Kuskokwim Delta; and other historical information the Respondent believes will demonstrate relevant experience.
- 2) Provide a summary of Respondent's proposal.
- 3) Provide proof of Respondent's financial stability in the form of an audited financial statement and/or prior year federal tax return.
- 4) Discuss the technical requirements of Respondent's proposal.
- 5) Describe your implementation plan and methodology. Provide a Project Plan including timeline, resource allocation and milestones.
- 6) Detail the cost estimates associated with your proposal.
- 7) Provide a certification that the respondent will comply with AVCP's privacy and confidentiality standards.

- 8) Provide a certification that the respondent did not collude with any other respondents in preparing the response.
- 9) Identify who will be responsible for the work and provide resumes for key individuals. Please list contact persons in Respondent's organization and their credentials.
- 10) Discuss the Respondent's completed projects and working relationship with other Tribes/ Tribal Consortiums.
- 11) If Respondent is asserting Minority Owned Business Enterprise/Women Owned Business Enterprise eligibility or claiming an Alaska Native/American Indian owned business status, provide documentation of such.
- 12) Describe in detail any portion of the Respondent's obligations under the proposed contract Respondent intends to subcontract.
- 13) List three references that have used Respondent's services. Include company name, address, contact, phone number/email and the scope of the services provided.

T. Draft Contract

Respondent's form of proposal may be accompanied by a proposed form of written contract. Respondent's proposal should be accompanied by a complete written statement of any contract term that, according to Respondent, must be a term of any contract it makes with AVCP arising from this solicitation.

U. Confidentiality of the Association of Village Council Presidents Information

Information supplied by AVCP to Respondent in connection with this request for proposal is the confidential information of AVCP. Respondent and its employees and agents shall protect the confidentiality of AVCP furnished information and prevent its use and disclosure.

II. Selection Criteria

A. Introduction

AVCP will use criteria outlined below for the purposes of scoring proposals. The criteria will be used in concert with reference contacts to determine a most responsive proposal, one that most accurately meets the interests of AVCP in accomplishing the tasks outlined in the Scope of Work in Section III below.

B. Criteria (the weight of this criteria may change according to your needs).

1. Objectives and Services 10 Points
Response demonstrates an understanding of objectives and services for the proposed contract. The response correctly outlines opportunities and challenges inherent in the

objectives and services and recommends strategies for enhancing opportunities and addressing challenges.

2. Methods

20 Points

Response outlines methods for accomplishing the proposed contract. The response describes specific tasks and their execution order in a way that shows an understanding of task sequence, critical considerations and effort. Response illustrates tasks to be performed by subcontractors and accurately accounts for the percentage of overall work load those tasks represent. The response illustrates alternate methods or approaches to achieve the scope of work and recommends specific methods that are most appropriate to the scope of work. Response illustrates distinct and substantive qualifications inherent in the proposed team and how those qualifications, concepts and/or methods will enhance scope of work accomplishment.

3. Management

10 Points

Response describes the administrative and operational structures to be used for the scope of work. Response shows lines of authority and responsibility, personnel who will accomplish specific tasks/methods illustrated in the response. Response illustrates location of workstations, and the methods/procedures for communicating with AVCP and applicable agencies, communities and other contractors.

4. Proposed Staff

15 Points

Response names individuals who will perform project coordination/oversight functions, including Contract Management, Project Management, Coordination/Oversight responsibilities and other individuals as needed. The response identifies specific qualifications and experience directly related to the proposed scope of work.

5. Workload and Resources

10 Points

Response identifies current and anticipated workload and time commitments for individual project team members. Response illustrates support personnel capable of providing services necessary to accomplish the scope of work. Response provides a current list of contracts the firm is working on and confirms capacity within the ongoing work to accomplish AVCP tasks associated with the scope of work.

6. Past Performance

15 Points

Response describes previous projects the firm has worked on that are related in size and scope to the proposed scope of work. Response describes the dollar value of past projects and illustrates the success of the projects within their respective scopes of work. Response illustrates how the stated project history will help the firm accomplish the AVCP scope of work and provides project contacts for potential AVCP follow up.

7. Quality of Proposal

5 Points

Proposers do not respond to this criterion.

8. Cost

5 Points

Response provides a cost estimate for Section III Scope of Work tasks overall and a list of standard hourly rates for assigned staff. Information should be sufficient for AVCP to confirm Respondent understands general parameters of effort required for Stage III tasks.

9. Alaska Native Preference

10 Points

Response must include a Declaration of Native Preference pursuant to State and Federal law. Native Preference. Responses should be accompanied by a "Native Preference Declaration" which will affirm whether or not the bidder organization is an Indian owned organization and/or an Indian owned economic enterprise pursuant to *Section 7(b) of the Indian Self-Determination and Educational Assistance Act of 1975 or any other Federal/State Indian Tribal Law*. AVCP will consider Native Preference at bid evaluation.

III. Project Description /Scope of Work

AVCP requests proposals for Construction Supervision services for AVCP Community Development Division/Transportation Department and other duties as assigned.

These services will be on-site and as needed, based on project start dates and demands. All AVCP/CDD/Transportation projects are considered remote and cross cultural for this contract period. Will include overseeing the day to day activity's at the construction site, managing the AVCP Community Development Division/Transportation Department force account work crew, working with the Local Village Tribal Administrator to interview and hire locally for positions needed at the job site, will develop, implement, post, maintain and close out a SWPPP plan for the project (if deemed a SWPPP plan is necessary), will hold a initial before Construction starts, an "All Hands Initial Safety Meeting" with attendance sheet signed by all attending, ensuring all employees are wearing PPE while on the active jobsite, regular daily/weekly safety meetings with attendance sheet signed by all attending, will establish working rules for the project, inspecting the ongoing work, ensuring that the project is being constructed to project specifications, as well as Local, State and Federal standards, working with the Engineer of Record and the Construction Manager. Should supervise pursuant to AVCP's current CDD contingency plan and all other policies including ensuring PPE in company vehicles, etc. The Contractor will be responsible for submitting all compliance documents for each project supervised including quality assurance reviews and reporting, will submit daily, weekly and monthly reporting timely according to project specifications, will be responsible for the project completion binders with all information from the project included (reports, pictures, correspondence, etc.).

The Supervisor shall be Qualified and Experienced, will have a current 1st aid Medical Card, a valid Drivers license, a current State of Alaska AK-CESCL card, agrees to maintain "current" status for all listed items for the duration of this contract, agrees to all AVCP rules and regulations.

AVCP/CDD/Transportation Division provides 1 round trip coach airfare to location of project, with 160 lbs. of excess baggage allowed. Airfare and Excess Baggage will be reimbursed at face value only, no mark-up. Excess baggage over 160 lbs. will not be paid by AVCP/CDD/Transportation Division. AVCP/CDD/Transportation Division will provide Housing, Internet for company business, and Vehicle (on approval).

For this RFP the Contractor will be responsible for these non-reimbursable expenses:

Bedding, Cooking Utensils, Pots, Pans, Eating Utensils, Grocery's: (dry, canned, refrigerated, frozen), Cleaning, Laundry, Paper Products, Personal Items, and shipping to the jobsite for their contracted/designated person.

AVCP/Community Development Division/Transportation Department reserves the right to refuse any and all bids.

APPENDIX A
REQUEST FOR PROPOSAL
INSURANCE AND FINANCIAL RESPONSIBILITY REQUIREMENTS

The Respondent shall provide proof and maintain, at its own expense, acceptable evidence of financial responsibility (insurance, fully funded self-insurance, financial guarantee bond, cash bond, or letter of credit) with the following terms and conditions:

- I. General Liability, in a form* which includes the following types of coverages:
 - a) Premises/Operations;
 - b) Products and completed operations;
 - c) Broad form property damage;
 - d) Personal & advertising injury;
 - e) Contractual liability;
 - f) Independent Contractors;
 - g) Limit: Not less than \$ 1,000,000 bodily injury and property damage combined single limit and \$ 2,000,000 aggregate.
 - If the policy form used is other than commercial general liability (e.g., manufacturers' & Contractors' form; owners', landlords' & tenants' form; etc.), the policy must be endorsed to include above coverages b, e, and f, applicable to this contract.
- II. Automobile Liability, to include the following coverages:
 - a) Owned auto liability;
 - b) Non-owned auto liability;
 - c) Hired auto liability (when applicable);
 - d) Limit: Not less than \$1,000,000 bodily injury and property damage combined single limit.
- III. Workers' Compensation and Employer's Liability:

Workers' Compensation -Statutory coverage in the state work is being performed

Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident
Bodily Injury by Disease - \$1,000,000 each employee
Bodily Injury by Disease - \$1,000,000 policy limit
Organizations using volunteer labor will provide evidence of coverage for volunteers.
- IV. Errors & Omissions/Professional Liability Insurance: Covering all errors, omissions, or negligent acts of contractor, subcontractor, or any one directly or indirectly employed by them. Limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
- V. Crime/Employee Dishonesty Liability(Optional): Not less than \$500,000 per incident.
- VI. Supplemental Umbrella/Excess Liability: Not less than \$1,000,000 per occurrence.

Additional Insured Endorsements

The Respondent's insurer(s) will endorse the General Liability, Automobile Liability and Umbrella/Excess to name The Association of Village Council Presidents as an Additional Insured and include a waiver of subrogation in favor of the Association of Village Council Presidents.

General Requirements

- a) All policies (except Workers' Compensation/Employer's Liability) must be endorsed to reflect that this coverage is primary as respects The Association of Village Council Presidents, regardless of other insurance that may be in force.
- b) All policies must be endorsed to reflect that The Association of Village Council Presidents has no premium responsibility as respects any of these acquired coverages.
- c) No required coverage may be cancelled, materially changed, or non-renewed, without 30 days prior written notification to The Association of Village Council Presidents.
- d) Any sub-Contractor(s) will provide coverages at least equal to those required of the Respondent.
- e) Insurer(s) must be filed with the State of Alaska to write insurance business on an admitted basis.
- f) Insurer(s) must be rated at least "A-, VII" or better by A.M. Best.
- g) All coverages shall remain in effect until the completion of the contract. When possible The Association of Village Council Presidents would prefer any insurance coverage to be written on an occurrence-based policy.
- h) The Respondent shall provide a certificate or copies of documents evidencing all required coverages, prior to beginning work under any contract resulting from this Request for Proposals.

The Respondent shall file with the contract administrator within 5 days after date of contract, all financial responsibility to documentation previously mentioned.