REVISED FINAL 05/15/2023

REQUEST FOR MATERIAL BID ("RFMB") AVCP TRANSPORTATION DEPARTMENT BOARD ROAD MAINTENANCE MATERIAL ORDER

RFMB CLOSES 4:00 P.M. AKDT ON JUNE 2, 2023

THE ASSOCIATION OF VILLAGE COUNCIL PRESIDENTS ("AVCP") is soliciting proposals for Board Road Maintenance Materials for its Transportation Department for the 2023 Construction and Maintenance Operations.

IMPORTANT DATES TO REMEMBER:

Deadline for Questions: May 19, 2023

Bid Closing Date/Time

Bids must be received by: 4:00 P.M. AKDT on June 2,2023

GENERAL INFORMATION:

AVCP is soliciting Bids for AVCP's Transportation Department

A. Primary Contacts

All questions, comments, must be directed and mailed/faxed/email to:

AVCP

ATTN: Nathaniel Ayuluk - Purchasing Technician

PO Box 219

Bethel, AK 99559-0219 Phone: (907) 543-7334

Email: procurement@avcp.org

B. Bid Documents

Bid Documents shall include all information contained in this RFMB, any additional information supplied by AVCP, and any addenda issued prior to bid closure.

Addenda are written or graphic instruments issued by AVCP prior to the bid closure which modify or interpret the Services Bid Documents by additions, deletions, clarification of Respondents' question or corrections.

C. Respondent's Representation

The Respondent, by submitting a bid, represents that the Respondent is familiar with the services requested and all requirements of this RFMB, including all appendices.

D. Solicitation Review

Respondents should carefully review this solicitation, without delay, for omitted information or ambiguity. Part, or all, of any bid 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 bid may include additional terms and conditions. AVCP reserves the right to make use of any idea or matter made a part of any bid 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 acceptance or rejection of the bid containing such idea or matter.

F. 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 bid closing to be considered.

G. 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.

H. Submission Date

To be considered, the Respondent's bid must be received by the primary contact identified above no later than **4:00 P.M. AKDT on June 2, 2023**. Email proposals are accepted in PDF format. Bids may be modified until **4:00 P.M. AKDT on June 2, 2023**, by email or in person.

I. Right of Rejection or Cancellation

AVCP reserves the right to reject any and all bids/proposals and to waive any and all stated requirements relative to bids/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 and submission of a bid, including but not limited to travel expenses, shall be the sole responsibility of the Respondent and will not be reimbursed by AVCP.

K. Disclosure of Proposal Contents

AVCP will review bids 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 bid 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 bids regardless of whether or not the proposal is accepted by AVCP.

L. Respondent's Certificate

By submission of a bid, 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 bid or terminate any contract to which it is a party arising from the proposal.

M. Information about the Association of Village Council Presidents

AVCP is a Native non-profit corporation operating under the pertinent laws and regulations of the State of Alaska and the United States. AVCP provides governmental programs to its 56 member Tribes, which are located throughout southwest Alaska. AVCP is located in Bethel, Alaska.

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.

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.

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 bid 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 bid.

Any or all of any bid 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 bid. 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, save 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. Payment

AVCP will pay by check for services performed under any contract arising from this bid. The supplier will submit invoices, detailing materials accepted. AVCP shall pay an approved invoice within twenty (20) days of approval. 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. Furthermore, 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. However, Respondent understands that AVCP shall be permitted to assign the contract or any AVCP rights under the contract.

7. Contract Term

The term of the proposed contract shall commence on or after acceptance of bid and the signing of a written agreement and terminate based on material acceptance. Further extensions will be at the discretion of AVCP.

8. **Material Delivery**

All Materials shall be delivered to the designated locations in each of the respective communities. It is the intent of AVCP that the materials will be delivered in accordance with AVCP's delivery schedule. AVCP will accept the conforming materials based on completion of the joint inspection as described in 10. All materials are to be delivered in the 2023 barging season.

9. Liquidated Damages

Liquidated damages in the amount of three thousand five hundred dollars and zero cents (\$3,500.00) per calendar day for delay will be assessed for missing the material delivery schedule, barring any weather delays and/or other events of force majeure (as defined in the final contract). Extensions may be granted at AVCP's sole discretion; AVCP may deny requests for extensions for any reason.

10. Inspection

Respondent shall provide an authorized representative at the Delivery Site to meet with an AVCP representative. Representatives from both parties shall inventory and assess the Materials for damage prior to AVCP's acceptance.

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, provide documentation. 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 bidders 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 bids in response to this invitation 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 provide materials as set forth in the Scope of Work. "Partial bids" (i.e. bids for some, but not all, of the materials) will be accepted. However, bids/respondents who can provide all materials in the Scope of Work will be considered most advantageous to AVCP.

S. Preparation of Bid.

Bids shall only be submitted on the forms or legible copies of the Association of Village Council Presidents' forms (Appendix A). All entries shall be legible and in ink or type. Respondents are required to provide an email address on the bid form.

The bid must be signed in ink by the person or persons authorized to sign the Contract for the bidder. If a bidder is a corporation, the bid must be signed by a corporate officer with authority to bind the corporation. If a bidder is a partnership, a partner must sign. Each person signing the bid must initial any changes made to entries on the bid forms.

T. Non-Responsive Bids

A bid shall be rejected as nonresponsive if it:

- 1. Does not conform to the requirements of Paragraph 'R' above;
- 2. Is not properly signed by an authorized representative of the bidder in ink and in a legally binding manner;
- 3. Contains unauthorized additions, conditional or alternative bids, or other irregularities that make the bid incomplete, indefinite, or ambiguous;
- 4. Includes a reservation of the right to accept or reject any award, or to enter into a contract pursuant to an award;
- 5. Fails to include shipping in the bid cost for each bid category;
- 6. Fails to meet any other material requirement of the Request for Material Bid;
- 7. Is materially unbalanced; or
- 8. A bid may be rejected as nonresponsive, in the Association of Village Council Presidents' discretion, if it:
 - a. Is not typed or completed in ink;
 - b. Fails to include an acknowledgement of receipt of each addendum by assigned number and date of issue; or
 - c. Is missing a bid price for any pay item, except when alternate pay items are authorized.

U. 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.

V. 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.

W. Or equal review

Respondents that intend to submit product(s) that are equal to those specified in the RFMB are encouraged to submit them for review prior to submitting a bid. A Respondent should assume a minimum review time of 10 business days for a determination whether a product is considered an equal.

X. Receiptand Opening of Bids

AVCP will only consider bids, revisions, and withdrawals received before the scheduled time of bid receipt.

AVCP is not responsible for prematurely opening or failing to open bids that are improperly addressed or identified.

Unofficial results shall be provided within four (4) days of opening.

Y. Compliance with 23 CFR 635.410 – Buy America Act

Bidders shall complete and submit Appendix "C" – Buy America Certification, with all submitted bids, if applicable. Those bids that fail to include this certification will be deemed as nonresponsive in accordance with paragraph "S."

- **Z.** Davis Bacon Wage Rates: Contractor shall comply with and shall require its subcontractors to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations (29 CFR part 5). AVCP requires the use of Form WH-347 for mandatory Davis Bacon reporting.
- **AA. Federal Aid-Construction Contract Requirements:** Contractor shall comply with all applicable required contract provisions for federal-aid construction contracts found at: https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf.

BB. Evaluation

AVCP will evaluate bids based on cost as well as scheduling. AVCP will select the Respondent(s) that best meet the needs of AVCP.

BB. Withdrawal or Revision of Bids

Bidders may withdraw a bid in writing delivered by mail, by email in PDF format, or in person, provided that the designated office receives the withdrawal or revision before the time set for opening of bids. All revisions must be received by the bid closing date and time.

APPENDIX A

AVCP TRANSPORTATION DEPARTMENT BID SHEET AVCP TRANSPORTATION DEPARTMENT 2023 MATERIAL ORDER

Description of Materials:		
To: The Association of Village C	Council Presidents ("Owner"):	
requirements affecting the cos Request for Materials Bid, this	miliarized him/herself with the local conditions and st of the work, and with the Specifications including inf Bid, the Form of Contract, the Scope of Work, the attached sto furnish all, materials as described in the following:	formation present in the
Description of Materials		
All in accordance therewith, for the	he lump sum of:	
BID:)
The work shall commence at the defined in the Contract.	e time stipulated in the Notice to Proceed and shall be su	bstantially complete as
notice of the acceptance of this days after the opening of this b	derstood that the right is reserved by AVCP to reject any bid is mailed, telegraphed or delivered to the undersigned, or any time thereafter before this bid is withdrawn, tract in the prescribed form to the undersigned for signature.	ed within forty five (45) the undersigned agrees
firm, association, or corporation	er penalty of perjury under the laws of the United States, n of which s/he is a member, has, either directly or indicollusion, or otherwise taken any action in restraint of free	irectly, entered into any
The undersigned further acknowledge	es receipt of the following Addenda:	
ADDENDUM NO	DATED	, 2023
COMPANY:		
ADDRESS:		
FAX:	EMAIL:	
NAME:	TITLE:	
SIGNATURE:	DATE:	

APPENDIX B MATERIAL SPECIFICATIONS

Material Specifications:

Submittal:

Submittals for all materials shall be approved by the AVCP's Engineer of Record prior to shipping. Respondent shall provide to AVCP a submittal list within 5 business days of award for review and approval. Materials shipped prior to submittal approval will be at respondents' risk.

Wood:

All wood shall be Douglas Fir, Grade #1 or better nominal size surfaced two side (S4S), and treated in accordance with AWPA specifications, ACQ-B for a minimum retention of 0.4 pounds per cubic foot, or equal. All sampling, testing, and handling of treated wood shall also be in accordance with AWPA specifications. Each piece of treated lumber shall bear a brand as listed in AWPA M6.

Wood Unit Quantities:

2"x6"	128
2"x8"	96
3"x12"	36

SEE "REVISED SCOPE OF WORK" - TABLES A & B FOR INFORMATION

APPENDIX C 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. Commercial General Liability:

Coverage shall be at least as broad as ISO form CG 00 01 (Edition 12 04)

Limits: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per Occurrence \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage Aggregate General aggregate limits shall apply separately to each project and will cover liability for:

Per Project Aggregate

- a. Premises/Operations;
- b. Products/Completed Operations;
- c. Primary & Noncontributory with respect to Contractor's work;
- d. Contractual Liability (liability assumed under an insured contract);
- e. Independent Contractors;
- f. Explosion, collapse and underground hazards.

General liability insurance shall be maintained in effect until final acceptance of the completed construction and, for products liability and completed operations liability at least two years thereafter.

If the general liability insurance is written on a claims-made form, the Contractor shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date no later than the effective date of this contract.

If the Contractor utilizes a subcontractor(s) to perform any part of the work under this contract, the general liability insurance shall not contain any endorsements that exclude the work of the subcontractor(s).

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:

Limits: 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.

If the work is being performed on or about navigable water, the policy will be endorsed to include, if applicable:

United States Longshoreman and Harbor Workers Compensation Act Endorsement

Outer Continental Shelf Act Endorsement;

Maritime Employers' Liability Coverage Endorsement including coverage for transportation, wages, maintenance and cure;

Maritime Voluntary Compensation Endorsement Borrowed Servant or Alternate Employer Endorsement In Rem Endorsement.

IV. Crime/Employee Dishonesty Liability:

STRONGLY RECOMMENDED (however not required)

Limit: Not less than \$500,000 per incident.

V. Umbrella/Excess Liability:

STRONGLY RECOMMENDED

Limit: Not less than \$2,000,000 per occurrence.

MINIMUM REQUIRED

Limit: Not less than \$2,000,000 per occurrence.

VI. Marine Comprehensive General Liability:

For any work involving maritime or offshore work, Contractor must carry Marine Comprehensive General Liability to include coverage for:

Contractual liability Independent Contractors Products/Completed Operations Explosion, collapse and underground hazards

Limit: \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage Per Occurrence \$3,000,000 Combined Single Limit for Bodily & Property Damage Aggregate

VII. Cargo Marine Liability:

All Materials products will be insured for property coverage for the determined value at the time of the waterborne shipment.

VIII. Additional Insured Endorsements

The Respondent's insurer(s) will endorse all policies (except Workers' Compensation) to name The Association of Village Council Presidents as an Additional Insured.

IX. Waiver of Subrogation Endorsements

The Respondent's insurer(s) will endorse all policies with 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 and non-contributory as respects AVCP.
- b) No required coverage may be cancelled, materially changed, or non-renewed, without 30 days prior written notification to AVCP.
- c) Any sub-Contractor(s) will provide coverages at least equal to those required of the Respondent.
- d) Insurer(s) must be filed with the State of Alaska to write insurance business on an admitted basis.
- e) Insurer(s) must be rated at least "A-, VII" or better by A.M. Best.
- f) All coverages shall remain in effect until the completion of the contract.
- g) 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 five days after date of contract, all financial responsibility to documentation previously mentioned

Respondent Fidelity

Respondent shall be responsible for the conduct of their employees at any and all times. Should any of Respondent's employees steal any property owned by AVCP, property owned by others but in the care, custody and control of AVCP, or any negotiable instrument, Contractor shall be responsible to AVCP for the value of the stolen property.

Contingency Plan Documentation

The Respondent shall provide proof and maintain, at its own expense, a Contingency Plan/Emergency Preparedness Plan. This plan should encompass any and all situations that may adversely affect the contracting company's ability to continue to supply service to AVCP.

SCOPE OF WORK BOARD ROAD MAINTENANCE MATERIALS

The respondent shall supply and deliver a maintenance package to each of the Tribes listed in Table A. Maintenance package shall consist of materials listed in the following Table B. Specifications for the lumber, submittal requirements, and delivery location information is provided in the following:

Table A: Maintenance Packages

Maintenance Package Delivery Location	Bid Unit Cost	<u>Total Bid</u>
Native Village of Chevak		
Native Village of Eek		
Native Village of Nunam Iqua		

Table B Maintenance Package Quantities

Maintenance Package Quantities,		
<u>Lumber</u>	<u>Unit</u>	Quantity Per Maintenance Package
<u>3"×12" × 12'</u>	<u>Unit</u>	6
<u>2"x 6" x 12'</u>	<u>Unit</u>	1
<u>2"x 8" x 12'</u>	Each	20

Wood Unit Quantities

<u>2"x6"</u>	<u>128</u>
<u>2"x8"</u>	<u>96</u>
<u>3"x12"</u>	<u>36</u>

Wood Specification:

All wood shall be Douglas Fir, Grade #1 or better, nominal size, surfaced two side (S4S), and treated in accordance with AWPA specifications, ACQ-B for a minimum retention of 0.4 pounds per cubic foot, or equal. All sampling, testing, and handling of treated wood shall also be in accordance with AWPA specifications. Each piece of treated lumber shall bear a brand as listed in AWPA M6:

Submittal:

Submittals for all materials shall be approved by the AVCP's Engineer of Record prior to shipping. Respondent shall provide to AVCP a submittal list within five (5) business days of award for review and approval. Materials shipped prior to submittal approval will be at respondent's risk.

Maintenance Package Delivery Locations:

The respondent shall deliver one maintenance package as described in the preceding, to each of the locations listed in the following table. Delivery shall be FOB the local barge landing. Lumber units shall not be stacked.

SEE "REVISED SCOPE OF WORK"

REVISED SCOPE OF WORK BOARD ROAD MAINTENANCE PACKAGE MATERIALS

The respondent shall supply and deliver a maintenance package to each of the Tribes listed in Table A. Maintenance package shall consist of materials listed in the following Table B. Specifications for the lumber, submittal requirements, and delivery location information is provided in the following:

Table A

Maintenance Packages

Total of Three (3) One (1) for each location

Maintenance Package Delivery Location	Total Bid per Unit
Native Village of Chevak	
Native Village of Eek	
Native Village of Nunam Iqua	
Total Bid	

Table B Maintenance Package Quantities

Single Maintenance Package				3 Packages
Boards			Total	Total
Size	Per Unit	Units	Boards	Boards
3" x 12" x 12"	36	6	216	648
2" x 6" x 12"	128	1	128	384
2" x 8" x 12"	20	1	20	60

Single Maintenance Package				3 Packages
Boards			Total	Total
Size	Per Unit	Units	Boards	Boards
3" x 12" x 12'	36	6	216	648
2" x 6" x 12'	128	1	128	384
2" x 8" x 12'	20	1	20	60

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