

NATIVE VILLAGE OF EYAK
REQUEST FOR PROPOSALS FOR
ROOF REPLACEMENT FOR BUILDINGS A & B
Prince William Marina; Cordova, AK

INSTRUCTIONS TO PROPOSERS

I. Solicitation

The Native Village of Eyak (“NVE”) is soliciting proposals and rate information from Contractors with experience with construction.

II. Submittals

To be considered, respondents must deliver submittals to the address below, on or before the deadline, and in the number of copies indicated below.

Deadline: Proposals will be accepted until: **5:00 p.m. (AST) on Wednesday, April 14, 2021.**

Address Responses To:
Brooke Mallory
Deputy Director
Native Village of Eyak
P.O. Box 1388
Cordova, AK 99574

Mark Submittals as Follows: NVE – PRINCE WILLIAM MARINA – ROOF REPLACEMENT

III. Background and Project Summary

The Native Village of Eyak (NVE), a federally recognized Indian Tribe, seeks qualified construction services for the replacement of buildings A & B at the Prince William Marina, Cordova, AK.

- The contractor shall provide all materials, tools, machinery, labor, and supervision necessary for the demolition work on the listed property. Work shall include removal of existing roof material on buildings A & B that includes two layers of galvanized roofing and one layer of 2x4 purlins. Replacement of any purlins that are not structurally sound, and then sheath over them with 5/8” CDX plywood, cover plywood with 30-pound tar paper and at least 26-gauge grey metal roofing. Ridge cap and gable end flashing also needs to be included. 2” minimum length required on roofing screws.

- Contractor will not be responsible for the disposal of the existing roofing material.
- Building A: Length of metal required is 22 feet, 4 inches. Length of building is 201 feet.
- Building B: Length of metal required is 18 feet, 8 inches. Length of building is 121 feet.
- Both buildings roofs are 8 in 12 pitch.
- The contractor will provide a safe working environment.

IV. Schedule

Interested respondents are requested to consider their workload and capability of meeting project schedules. It is anticipated that selection of a contractor be complete, and all final contracts signed by April 20, 2021. Upon final negotiation of the scope, we anticipate the time schedule for the Project to be completed by September 30, 2021, with the selected contractor should be prepared to complete work by the due date on the contract documents. NVE expects to make a single contract award to the respondent who is deemed the best qualified to perform the Project.

V. General Proposal Conditions

- Contractors must meet all licensing and permitting requirements of the City of Cordova.
- Responses to the RFP shall be made according to the instructions contained herein. Failure to adhere to instructions may be cause for rejection of any proposal.
- Proposers understand and agree that submission of a proposal will constitute acknowledgement and acceptance of, and willingness to comply with, all the terms, conditions, and criteria contained in this RFP, except as otherwise specified in the proposal.
- Any, and all parts of the submitted proposal may become part of any subsequent contract between the selected proposer and NVE.
- False, misleading, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of the requirements will be NVE's responsibility, and its judgement shall be final.
- Proposals shall provide a straightforward, concise delineation of the proposer's capability to satisfy the requirements of the RFP. Each proposal shall be submitted in the requested format and provide all pertinent information, including but not limited to information relating to capability, experience, financial resources, and other information as specified and otherwise required in this RFP. Each proposal shall be signed in ink by a duly authorized officer of the company.

VI. Scope of Services

Upon selection of a Contractor and prior to execution of NVE's standard form of agreement, NVE and selected Contractor shall jointly develop a detailed narrative scope of work, Project schedule, and other work items required to complete the Project on time and within budget. The scope of work shall comply with all applicable federal, state, and tribal regulations.

VII. Indemnification, Insurance, Certifications and Other Requirements

I. Indemnification:

- Except for the sole negligence of NVE and to the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless NVE and any of NVE's applicable subsidiaries, from any and all claims demands, losses, and liabilities to or by any third party, including, but not limited to costs, attorney's fees, expenses and claims for any damages, contributions, or indemnification arising from, resulting from, or connected with services or supplies provided by, or performed under this contract by the Contractor, its agents, sub-contractors, suppliers, and employees, even though such claims may prove to be false, groundless, or fraudulent. The indemnification obligation under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under any worker's compensation act, disability benefit act, or other employee benefit act.

Entitlement to recovery of costs, attorney fees and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith by NVE.

II. Insurance:

- The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or approved surplus lines insurers and approved by NVE, such insurance as will protect NVE from claims set forth below and others, which may arise out of or as a result from the Contractor's operations under this contract, whether such operations are by the Contractor or by a sub-contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Restrictions, conditions, or exclusions contained in the insurance policies shall not reduce the obligations of the Contractor under this contract.
- (a) Claims under worker's compensation, employer's liability, disability benefits, and other similar employee benefit acts which are applicable to the work to be performed under this contract.
- Claims for damages because of bodily injury, sickness, disease, or death of any person other than the Contractor's employees.

- Claims for damages insured by usual personal injury liability insurance coverage which are sustained (1). by a person because of an offense directly or indirectly related to the employment of such person by the Lessee, or (2). by any other person or entity.
- Claims for damages, other than to the product supplied, or to the services performed, itself because of damage to or destruction of tangible property, including loss of use resulting there from.
- Claims for damages because of bodily injury, including death of a person, or damage to property arising out of the ownership, maintenance or use of any motor vehicle.
- Claims involving the Contractor's contractual obligations and assumption of liability under this contract.

Liability insurance shall include at a minimum, all major divisions of coverage and be on a commercial general liability form including:

Premises/Operations Liability
 Products/Completed Operations Liability
 Personal/Advertising Injury Liability
 Fire Damage Liability
 Medical Payments
Per Project Aggregate Provision - for all construction projects.

(b). The insurance required in II including subsection (a.), shall be written for not less than the limits listed in (c). below or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence, or a claims-made basis, shall be maintained without interruption from the date of commencement of the work to the date of final payment, or termination of any insurance required to be maintained after final payment.

(c). The insurance required in II including subsection (a). shall be written for not less than the following limits:

- 1. *Worker's Compensation Insurance:*
 Statutory Requirements of the State of Alaska, and
 Employer Liability Insurance limits of:
 \$500,000.00 each accident.
 \$500,000.00 disease each employee.
 \$500,000.00 disease policy limit.
- 2. *Commercial General Liability Insurance: Form CG0001 or equivalent.*
 \$1,000,000.00 Combined Single Limit of Liability per Occurrence
 \$1,000,000.00 Personal/Advertising Injury Limit of Liability per Occurrence
 \$2,000,000.00 Annual General Aggregate Limit of Liability
 \$2,000,000.00 Annual Products/Completed Operations Aggregate Limit of Liability

\$100,000.00 Fire Damage Limit of Liability Any One Fire
\$5,000.00 Medical Payment Limit Any One Person

- 3. *Commercial Automobile Liability Insurance: Form CA0001 or equivalent.*
\$1,000,000.00 Combined Single Limit of Liability per Accident
For all Owned, Hired, and Non-Owned Vehicles.
- 4. *Commercial Excess Liability Insurance:*
\$3,000,000.00 Combined Single Limit of Liability per Occurrence
\$3,000,000.00 Annual Aggregate Limit of Liability
Excess of underlying Commercial General Liability Insurance,
Commercial Automobile Liability Insurance,
and Employer Liability Insurance.

(d). Worker's compensation insurance and employer's liability insurance shall follow the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees. The worker's compensation insurance and employer's liability insurance shall contain a waiver of subrogation provision in favor of NVE.

(e). The commercial general liability insurance shall name NVE as an additional insured and shall contain a waiver of subrogation provision in favor of NVE as respects this contract.

(f). Contractor's required insurance is subject to review and adjustment by NVE, who may require reasonable changes in the amounts and types of insurance based upon changes of risk. Contractor shall be provided a written explanation for any such changes.

(g). Certificates of insurance acceptable to the NVE shall be delivered to NVE prior to the commencement of any activity by the contractor.

- If any of the insurance policies required above are canceled for any reason, the contractor shall provide immediate notice to NVE of the cancellation and either provide evidence of replacement or notice of reinstatement.
- This evidence of replacement or notice of reinstatement shall be delivered to NVE prior to the scheduled cancellation date. Failure of the contractor to comply with this provision shall terminate this agreement as non-compliant. Contractor agrees to vacate any location occupied by this agreement and cease all operations prior to the scheduled cancellation date.
- Immediate notice means that the contractor shall notify NVE, in person or by certified mail within five calendar days of receipt of the cancellation notice from the insurance company, by the contractor.
- All notices shall be delivered to the following:

Address: Native Village of Eyak
PO Box 1388
Cordova, AK 99574

Certifications: To the extent required by applicable law and consistent with the obligations contained in the Agreement, Proposers are advised that, prior to execution of the Agreement, the successful Proposer may be required to submit certain certifications, including but not limited to: (1) a certification regarding compliance with Worker's Compensation and other applicable labor requirements; (2) a Drug-Free Workplace Certification, and (3) any additional certifications required by federal law or OMB Circulars.

Native Preference: The Tribe is required, to the greatest extent feasible, to provide a preference in the selection of an engineering and design firm to qualified, responsible and available Proposers that meet federal requirements to qualify as an Indian Organization or an Indian-owned economic enterprise. Proposers DO NOT need to qualify as an Indian organization or Indian-owned economic enterprise to submit a proposal. In accordance with applicable law, NVE reserves the right to determine, in its sole discretion, whether application of the Indian preference is feasible.

VIII. Selection Process

Proposals will be reviewed by the Native Village of Eyak Selection Committee established for this Project.

IX. Proposal Content and Format

Proposals should only address the selection criteria listed above. Submittals should include all the following and adhere to the specified criteria.

- A. Cover Letter. Each proposer shall submit a short cover letter including the name and address of the organization submitting the proposal; and the name, address and telephone number of the contact person who will be authorized to make representations for the organization.
- B. Experience.
 - Qualifying Experience. Brief history of the firm including any fields of expertise, previous experience with jobs of similar scope. List a minimum of three (3) recent projects similar in scope (if possible).
 - Litigation. Provide a list of any litigation in which the Firm and/or Managing Principal is named a party.
- C. Proposed Work Plan/Schedule.
- D. Certificate of Liability Insurance. Proposer must submit proof of liability insurance in an amount of at least \$1M. If proposer is awarded a contract for this project, a certificate of liability insurance listing NVE as an additional insured will be required.
- E. Bid Submittal Form.

X. Evaluation of proposals:

While Price is an important factor, NVE will evaluate proposals on price plus the following criteria:

- Prior experience,
- Qualifications of staff to be assigned,
- Firms experience with similar work,
- References

A preference shall be applied for qualified Indian or Native Alaskan owned organizations. Proof of qualification is required with proposal.

XI. Additional Information

For additional information regarding the Project, please contact

Brooke Mallory
Deputy Director
Native Village of Eyak
PO Box 1388
Cordova, AK 99574
E-mail: Brooke@eyak-nsn.gov

XII. Other Information

The issuance of this RFP, the submission of a response by any firm, and the acceptance of such response do not obligate the Tribe in any manner. The Tribe is not liable for any costs incurred by Proposers prior to the issuance and execution of a contract to the firm selected because of the RFP selection process. All proposal preparation and other costs in responding to this RFP shall be the sole responsibility of the Proposers.

The Tribe reserves the right to waive any formalities in the selection process, and to select as deemed in its own best interest. This includes the right to reject any or all proposals and the right to proceed utilizing a different process.

The Tribe may require, seek, and utilize all information it deems appropriate to assess the qualifications of individual Proposers. Unless otherwise clearly specified by Proposer, information in proposals submitted in response to this RFP shall be considered public information and may, at the Tribe's discretion, be released to the public at the conclusion of the evaluation, selection and contract award process, except for the rate information submitted in response to the pricing criteria. Any other information related to pricing or capacity that Proposers consider confidential and/or proprietary and wish to remain unavailable for public disclosure should be clearly identified.

NATIVE VILLAGE OF EYAK

BID SPECIFICATIONS / BID SUBMITTAL FORM

Project Location: Prince William Marina – Building A & B Roof Replacements

The undersigned CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full.

Bid\$ _____

Available Start Date _____

Length of time for Completion: _____

Submitting Firm: _____

Address: _____

Name of Authorized Representative (print/type): _____

Title: _____

Authorized Signature: _____

Date: _____

Email: _____

Phone Number: _____

FIRM PRICING Prices submitted in this bid form are firm through (minimum 30 days):
