



Petersburg Indian Association

PO Box 1418

Petersburg, Alaska 99833

907-772-3636

REQUEST FOR PROPOSALS

Engineering/Surveying/Planning Services

**RFP: Engineering/Survey/Design Services IDIQ -
Petersburg Indian Association**

Advertised July 28, 2022 & August 4, 11, 18 25, 2022

Proposal Submission Deadline: August 26, 2022

Authorized by: Cris Morrison, PIA President

DESCRIPTION

The Petersburg Indian Association is seeking qualified firms to provide Multidisciplinary Engineer/Survey and other supporting services under an Indefinite Quantity contract for a variety of projects within the Petersburg Indian Association Tribal Transportation Program. Design and Survey work for projects must meet the State of Alaska's professional licensure and registration requirements. Firms must demonstrate that they are licensed in the State of Alaska.

I. TYPES OF PROJECTS

Projects may include, but are not limited to, design for roads, trails, campgrounds, parking, vehicular and pedestrian bridges, cabins, maintenance buildings; site planning and design, research, evaluation, project management and TTP planning.

For the purpose of this contract, the services to be provided will be primarily:

A. TTP Planning Services

1. Long Range Transportation Plan Updates
2. National Tribal Transportation Facility Inventory Updates
3. Tribal Transit Plan Updates
4. Tribal Safety Plan Updates

B. Pre-Design Services

1. Compliance Services
 - a. Permitting
 - b. Corp of Engineers Permit
 - c. Alaska Fish and Game Permit
 - d. NEPA
 - e. Categorical Exclusions
 - f. Regulatory Compliance
2. Design Parameters and Development
3. Survey

C. Design Services

1. Plans, Specifications, and Engineering Estimate
2. Quantity Calculations to support design data
3. Bid Package with project specifications
4. Facilitate Public Meetings with PIA for projects
5. Cost Estimating

D. Construction Services

1. Construction Documents
2. Construction Support
3. Construction Field Engineering (construction engineering, inspection, laboratory testing, on-site testing, safety engineering, scheduling, surveying for verification, etc.)
4. Facility Engineering (facility condition assessments, facility maintenance program, design/implementation, etc.)
5. Project Management (reports, payroll certification, pay requests, inspection, certification, project close out, other agency coordination, etc.)

II. CONTRACT PERIOD

All services will be provided under an Indefinite Quantity contract. The base contract period will be for one year with options to extend for four additional one-year periods. Work will be ordered by issuance of firm fixed price, by hour fee, or not-to-exceed type task orders.

III. QUESTIONS

Any questions regarding this proposal are to be submitted to: Chad Wright PIA Tribal Administrator 907-772-3636.

8:00 a.m. to noon; 12:30-4:30 p.m. local time Monday through Friday.

IV. PREPARATION COSTS

The PIA shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

V. RULES GOVERNING COMPETITION

A. Examination of Proposals

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP.

Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

B. Proposal Acceptance Period

Award of this proposal is anticipated to be announced on August 15, 2022 although all offers must be complete and irrevocable for 60 days following the submission date.

C. Confidentiality

The content of all proposals will be kept confidential until the selection of the OCA is publicly announced. At that time the selected proposal is open for review. After the award of the Contract, all proposals will then become public information.

D. Proposal Format

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on 1) conformance to the RFP instructions; 2) responsiveness to the RFP requirements; 3) completeness and clarity of content.

E. Signature Requirements

All proposals must be signed. A proposal may be signed: by an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; the owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

F. Proposal Submission

The proposal must be received by the PIA prior to the date and time specified in the cover letter. All copies of the proposals must be under sealed cover and plainly marked. Proposals shall be delivered or mailed to:

Physical Address

Petersburg Indian Association
15 North 12th Street
Petersburg, AK 99833

Mailing Address

Petersburg Indian Association
PO Box 1418
Petersburg, AK 99833

G. Disposition of Proposals

All materials submitted in response to this RFP will become the property of the Petersburg Indian Association. One copy shall be retained for the official files of the Purchasing Department and will become public record after award of the Contract.

H. Modification/Withdrawal of Proposals

A respondent may withdraw a proposal at any time prior to the final submission date by sending written notification of its withdrawal, signed

by an agent authorized to represent the agency. The respondent may thereafter submit a new proposal prior to the final submission date; or submit written modification or addition to a proposal prior to the final submission date. Modifications offered in any other manner, oral or written will not be considered. A final proposal cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by the PIA after the date of receipt and following oral presentations.

I. Late Submissions

Proposals not received prior to the date and time specified in the cover letter will not be considered and will be returned unopened after recommendation of award.

J. Rejection of Proposals

Petersburg Indian Association reserves the right to reject any or all proposals if determined to be in the best interest of the PIA.

VI. PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed five (5) pages in length (excluding resumes). Information in excess of those allowed will not be evaluated/scored. One page shall be interpreted as one side of a single lined, typed, 8 1/2" X 11" piece of paper.

VII. PROPOSAL AND SUBMISSION REQUIREMENTS

A. Title Page

Show the RFP number and subject, the name of your firm, address, telephone number(s), name of contact person, and date.

B. Table of Contents

Clearly identify the materials by section and page number.

C. Letter of Transmittal (Limited to one page).

1. Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.
2. The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.

D. Experience

1. Detail your experience and qualifications in the same or similar areas of expertise, stability, and your adaptability to providing the required services.
2. Provide at least three (3) references. Include a point of contact, telephone number, and a brief description of the services provided.

E. Key Project Staff and Sub-consultants

Identify key project staff expected to provide services on your behalf. Resumes should be included for each of the individuals.

F. Available Resources

Provide information on resources available to you, which indicate that you have access to the services necessary to perform the work.

G. Project Methodology and Approach

Provide detailed information on your methodology in meeting the scope of work requirements identified in Section I. Describe overall approach to include any special considerations which may be envisioned.

H. Fee Schedule

Under a separate cover, submit the fee schedule for all services, which may be required in performance of this work. The fee schedule shall be all inclusive of overhead, G&A, fringe benefits, profit, insurance, etc. The fee schedule shall not be used in evaluations. Only the highest ranked proposer's fee schedule will be opened for the purpose of commencing contract negotiations.

VIII. EVALUATION CRITERIA AND PROCESS

A. Criteria

The criteria to consider during evaluations, and the associated point values, are as follows:

1. Experience - 40 points
2. Key staff - 25 points
3. Methodology/Approach - 25 points
4. Available Resources - 10 points

Total Points Available	100 points
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B. Evaluation Process

A committee of individuals representing the Petersburg Indian Association will perform evaluation of the proposal. The committee will rank the proposal as submitted.

The Petersburg Indian Association also reserves the right to request oral interviews with the highest ranked individuals (short list). The purpose of the interviews with the highest ranked individuals is to allow expansion upon the written responses.

IX. SELECTION PROCESS

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with the Petersburg Indian Association. This process may continue until successful negotiations are achieved. However, the Petersburg Indian Association reserves the right to terminate negotiations with any proposer should it be in the Petersburg Indian Association's best interest. The Petersburg Indian Association reserves the right to reject any and all proposals submitted.

X. SAMPLE CONTRACT

In addition to carefully reading all of the information in the RFP, all Proposers must carefully read and review the attached sample contract. The successful Proposer shall be required to enter into a Contract with the Petersburg Indian Association, which will be substantially similar to the sample.

PROFESSIONAL SERVICES CONTRACT

This professional services agreement is entered into between the Petersburg Indian Association (PIA) P.O. Box 1418, Petersburg, AK 99833 and (Consultant and Address).

Whereas, PIA is in need of a qualified and experienced consultant to perform the professional engineering, land surveying services, and TTP Planning as identified in the Appendix A.

In consideration of the mutual terms and conditions set forth below, the parties agree as follows:

1. Scope of Work

Consultant shall perform the base contract work for one year with options to extend for four additional one-year periods. Services as described in the Appendix A, beginning on September 1, 2022 and ending on August 31, 2023 . All considerations of the contracted work shall be coordinated through the PIA Tribal Council.

2. Payment

PIA shall pay Consultant for the work described in Appendix "A". Work will be ordered by issuance of fixed price, hourly rate, or not-to-exceed type task orders. Payment shall be made by PIA to the Consultant within 30 days from the date of each invoice received from Consultant. Payment amount will be as per the fee schedule.

3. Completion Date

This agreement is for services for one year with options to extend for four additional one-year periods. However, either party may cancel the contract at any time if given a one month written notice. No damages will be claimed by either party for this cancellation.

4. Changes in the Scope of Work

No additional scope of work under this Agreement shall be performed unless the Consultant and PIA have mutually agreed and have executed a written amendment to this Agreement.

5. Conflict of Interest

Consultant will not rent or purchase any equipment or materials from, or extend any loan gratuity or gift to any employee of PIA.

6. Warranty

Consultant warrants and guarantees that all professional services performed under this contract shall meet the professional standards of quality and standards of care applicable to the Consultant 's profession.

7. Insurance

Consultant shall purchase, at its own expense, and maintain in force at all times during the performance of services under this contract, policies of insurance with errors and omission, public liability, property damage, and comprehensive general liability insurance coverages with minimum limits of \$1,000,000 per incident and \$1,000,000 in aggregate, and workers compensation and employer's liability coverage as required by law. The PIA is to be named as an additional insured in the Consultant's policies. Consultant shall provide the PIA with certificates of insurance

evidencing this before beginning work. All such insurance shall be maintained in force up to the date of final payment by PIA.

8. **Jurisdiction, Venue and Costs of Litigation**

Consultant agrees that the Superior Court for the State of Alaska has personal subject matter jurisdiction over Consultant and this contract, and that venue for all disputes is proper in the First Judicial District at Petersburg, Alaska.

9. **Indemnification**

The Consultant shall indemnify, defend, and hold harmless the PIA from and against any claim of, or liability for, negligent acts, errors, and omissions of the Consultant under this contract. PIA is required to indemnify, defend, or hold harmless Consultant for a claim of, or liability for, the independent negligent acts, errors, and omissions of the PIA. If there is a claim of, or liability for, a joint negligent act, error, or omission of the Consultant and the PIA, the indemnification, defense, and hold harmless obligation of this section shall be apportioned on a comparative fault basis. In this section, "the Consultant" and PIA include the employees, agents, and contractors who are directly responsible, respectively, to each.

10. **Assignment**

The Consultant shall not assign or transfer its right, interest, or obligations under this contract without the express prior written consent from the PIA.

11. **Default**

If the consultant defaults or fails to perform in accordance with any term of this contract, the PIA may give the Consultant five days written notice of the PIA's intent to terminate the work. During these five days the Consultant will have an opportunity to remedy the default. If the Consultant fails to remedy the conditions constituting default within the time allowed PIA may terminate the work.

12. **Ownership of Work.**

All written plans, specifications, drawings, draft, contracts, or other written work (collectively "Documents") prepared by

Consultant pursuant to this Contract shall be owned by and become the exclusive property of the PIA except, to the extent that the Documents contain any knowledge, processes, methodologies, formats or other types of intellectual property that are possessed and owned by the Consultant at the time it begins to provide Services under this ("Consultant's Knowledge"), the Consultant hereby grants to the PIA a non-exclusive, revocable license to use Consultant's Knowledge for the purposes contemplated by this Contract. Any other use or modification of the Documents by the PIA or any party obtaining them through the PIA will be at PIA's sole risk and without liability to the Consultant. The PIA will indemnify, defend, and hold Consultant harmless from all third party claims, demands, damages or expenses (including reasonable attorney 's fee, expert fees and cost of investigation and defense) arising from and in any way related to the reuse or modification of the documents by the PIA or any party obtaining them through the Petersburg Indian Association.

13. Alaska Law Governs.

This Agreement shall be enforced in accordance with the laws of the State of Alaska. In the event that any provision of the Agreement is held to be invalid, the remaining provisions will be given full force and effect.

14. Complete Agreement

This contract contains complete agreement of the parties. There are no other terms, conditions or agreements, express or implied, between the parties, relating to this contract or the work to be performed under this contract. The contract may only be modified in writing, signed by PIA and Consultant.

15. Start Date

This contract shall not be in effect until both the Consultant and the PIA Tribal Council have signed it. The PIA shall not pay Consultant for any work performed before both parties sign this contract. PIA and Consultant acknowledge that they are in agreement with the terms and conditions set forth above.

Petersburg Indian Association

Consultant Business

PIA Tribal Council President

Consultant

Date

Date