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**REQUEST FOR PROPOSALS**  
**RFP#: 2022-01**  
for  
***Purchase of New***  
***Steel or Aluminum Deck Barge***  
***For***  
***The Native Village of Napaimute***

**DUE: 5:00 p.m., March 23, 2022**

*Prepared by:*

*Director of Operations*

*Mark Leary*

*PO Box 1301*

*Bethel, AK 99559-1301*

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***Invitation to Bid***

**Native Village of Napaimute**

The Native Village of Napaimute is seeking proposals for the purchase one New Steel or Aluminum Shallow Draft Flat Deck Landing Barge, F.O.B Port of Bethel, or Entrance Buoy to the Kuskokwim River, Alaska - RFP#2022-01.

Proposals must be received by the Napaimute Bethel Office at PO Box 1301 Bethel, AK 99559-1301 no later than 5:00 p.m., local time, March 23, 2022. Any proposal received later than the specified time and date will NOT be accepted or considered. No facsimile or telephone proposals will be accepted. Submitted proposals shall contain all information requested and be submitted in the format shown within the solicitation document. Mailed proposals MUST be sealed and clearly identify the name and number of the RFP on the outside of the envelope/package, as well as the Proposer's name, address, and business affiliation (if applicable). Electronic submissions are acceptable.

***Proposals may be submitted by email or U.S. mail***

The full solicitation (RFP#2022-01) can be found at Napaimute's website: <http://napaimute.org/>

**Point-of-Contact:**

Mark Leary, Director of Operations, email: [napaimute@gci.net](mailto:napaimute@gci.net)

## A. INSTRUCTIONS TO PROPOSERS

### I. General:

The Native Village of Napaimute (NVN, or Napaimute) is soliciting bids for one new, steel or aluminum construction shallow draft landing barge meeting the minimum specifications outlined in this RFP. The proposer will also deliver the barge to the entrance buoy to the Kuskokwim River, or Port of Bethel in Alaska.

This solicitation will be conducted in accordance with the Native Village of Napaimute's (NVN) Procurement Regulation. Procurement will follow procedures found in CFR: Title 48. Federal Acquisition Regulations (FAR).

NVN intends to evaluate proposals and award a contract without discussions with offeror's (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.

NVN hereby notifies all those responding to this RFP that, in accordance with the provisions of the Civil Rights Act of 1964 (Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, that it will affirmatively ensure that any contract entered into pursuant to this RFP disadvantaged business enterprises will be afforded full and fair opportunity to make submittals 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.

### II. Submitting a Proposal:

Sealed Proposals must be received by the Napaimute Main Office at PO Box 1301 Bethel AK 99559-1301, by 5:00 p.m. AST, **March 23, 2022** Any proposal received later than the specified time and date will be considered a "Late Proposal" and may not be accepted or considered. Submitted proposals shall contain all information requested and shall be submitted in the format shown within this solicitation document. No facsimile or telephone proposals will be accepted. Proposals must be sealed and clearly identify the name and number of the RFP on the outside of the envelope/package. Proposals will be accepted by email: [napaimute@gci.net](mailto:napaimute@gci.net) or regular mail.

A full copy of the RFP notice is available on the Native Village of Napaimute's website at: <http://napaimute.org/>, or by written request to the contact information listed above.

### III. Examination of RFP Document:

Prior to submitting a proposal, each Proposer shall carefully examine the RFP documents, study and thoroughly familiarize themselves with the technical specifications and requirements thereof and notify the Owner (if applicable) of any and all conflicts, errors, or discrepancies.

The Proposer shall sign their proposal in all required signature blocks. All proposals must be ink or type written. Errors should be crossed out with a single line through and the correction written clearly above the error and initialed by the Proposer. Proposals may be rejected if omissions, alterations not allowed for, or irregularities of any kind, are shown. The proposal shall remain firm for no less than one hundred twenty (**60**) calendar days from the date of proposal. The Proposer's business name shall be included on the proposal, specification documents, descriptive documents, or any additional documents submitted with the proposal.

By submission of this proposal, the Proposer guarantees that all goods and services meet the requirements outlined in this solicitation.

### IV. Questions:

Submit written questions to Mark Leary at: [napaimute@gci.net](mailto:napaimute@gci.net) All questions related to this Request for Proposals must clearly identify the name and number of the RFP. The **deadline for questions is 5:00 p.m. AST, March 14, 2022.**

If it becomes necessary to revise any part of this RFP, revisions will be made in writing in the form of an addendum to the RFP. All addenda will be posted on the Native Village of Napaimute's website at: <http://napaimute.org/>. If a proposal is received prior to an addendum posting date Napaimute will contact the proposer and provide them with an opportunity to respond if they choose within 7 working days from the date of contact.

**V. Licenses:**

All Proposers must be properly licensed to do business in the State of which they reside in. Proposers that fail to comply with this requirement may subject their proposal to being rejected as non-responsive.

**VI. Payment Information:**

The Native Village of Napaimute is a tax-exempt Tribal Organization and may not be required to pay sales tax. No indirect or overhead charges will be charged by Napaimute or applied to the purchase price of the Barge by the proposer.

By submitting a proposal in response to this RFP, you agree to accept payment via check, direct deposit, or wire transfer for all purchases made under the contract awarded from this solicitation. When preparing a price proposal, electronic payment processing fees may be included in the proposed price.

**VII. Evaluation and Award:**

Napaimute reserves the right to reject any or all proposals and further reserves the right to waive technicalities and informalities in proposals, as well as, to accept in whole or in part such proposal or proposals where it deems it suitable in protection of the best interest of Napaimute. Napaimute shall be the sole judge as to whether proposals submitted meet all requirements contained in this procurement.

Napaimute may elect to make an award to one (1) proposer as deemed to be in Napaimute's best interest. This solicitation does not commit Napaimute to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods of services listed herein. Costs associated with proposal preparation, oral interviews, demonstrations and/or presentations shall be the sole responsibility of the Proposer.

**VIII. Contract Award:**

A sales contract award will be made to the Proposer whose proposal is deemed most advantageous to the Napaimute, considering all evaluations factors, as identified in the RFP. Napaimute shall be the sole judge of this determination; therefore, contract award may be made to other than the lowest priced Proposer. A copy of the firm's proposal may be attached to the contract; however, in the event of any ambiguity with any attachments, Napaimute's contract and Procurement Regulation will prevail.

**IX. Term of Sales Contract:**

The term of this contract shall be no more than one (1) month after notification of an award with the effective date the date of the Napaimute Representative and the Proposer Representative signatures on a sales contract.

**X. Cooperative Clause:**

By submitting a proposal, the Proposer that is awarded a sales contract agrees to allow other government entities (i.e., federal, state, cities, towns, villages, etc.) to enter in to their own contract based on the terms and conditions of a contract resulting from this RFP. Sales to the other government entities by the Proposer will be optional and will not be considered when determining contract an award for this RFP.

Napaimute shall not be responsible for any problems that may arise between any other government entities and the Proposer as a result of any sales. Any resulting contract is solely between the Proposer and third-party government entity.

**XI. Federal Laws Clause:**

By submitting a response to this solicitation, the Proposer shall comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to

**XII. Liability Coverage:**

After entering into a sales contract with Napaimute the Proposer shall maintain at all times Commercial or Comprehensive General Liability insurance, with limits on no less than \$500,000.00 USD, covering Bodily Injury, Property Damage-Loss, and Personal Injury. Coverage shall be maintained until such a time that Napaimute takes delivery of the Barge and ownership is transferred to Napaimute. All such insurance shall waive subrogation against Napaimute to the extent allowed by law.

**XIII. Grievance:**

Any actual or prospective Proposer who is aggrieved in connection with this procurement, or the award of a contract resulting from this procurement, may protest to the Napaimute Director of Operations (Mark Leary). The protest shall be submitted in writing within fourteen (14) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto provided that grievance has been made in accordance with solicitation requirements.

**XIV. Freedom of Information Statement:**

Procurement information shall be a public record to the extent required by federal law, with the exception that commercial or financial information obtained in response to a "Request for Proposals (RFP)" which is privileged and confidential if so, designated by the Proposer shall be protected from disclosure. Such information must be clearly marked as "CONFIDENTIAL" by those submitting responses. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

**XV. Legal Statement:**

Proposers to this RFP must disclose involvement in any litigation within the last five (5) years in which a claim has been made against or on the Barge, other than related employment issues, or contracts not related to the Barge. Explain the issues in these cases (or the fact that there are none) as part of your proposal submittal.

**XVI. Barge Documentation/Title/Warranties:**

Upon delivery and acceptance of the Barge and full payment to the Seller (previously referred to as Proposer) of all amounts then due under the sales contract, title to the Barge shall pass to Napaimute. Title to the whole of the Barge shall be transferred by appropriate means to the new Owner (Napaimute), at which time the Barge shall be, and the Seller shall also warrant, free and clear of all liens, debts, security interests, encumbrances and claims of every nature, including, but not limited to, statutory and maritime lines in favor of workmen, material suppliers, subcontractors, mooring fees, or others expenses arising by, through or under Contract by the Seller.

The Seller also agrees to pass ownership of all materials, machinery, and equipment onboard as identified in the proposal and acquired contemporaneously through the sales contract agreement to Napaimute at the time of transfer of the Barges title to Napaimute.

The Seller will provide Napaimute with all required USCG documentation related to the licensing and certification of the Barge, any current valid warranties on installed machinery and equipment, and the Barges ship and maintenance logs and manuals.

**XVII. Barge Delivery and Acceptance:**

Napaimute shall have a reasonable amount of time, not to exceed 30 days after receipt of a valid proposal in which to inspect and test the Barge and its systems. Any defects which may become apparent during such inspections that were not identified in the proposal may be corrected by the Seller as a condition of the sales contract, or the proposed sale price may be reduced by a corresponding amount.

After completion of an inspection and correction of all noted defects (except such defects as Napaimute and the Proposer agree are minor items to be adjusted), and payment of the full sale price, less any amounts deducted for uncorrected defects Napaimute will take possession of the Barge at F.O.B. At that

time Napaimute and the Seller agree that the sale is considered “where is, as is”, and Napaimute assumes responsibility for any transport, mooring fees, fuel, and repair cost associated with the Barge.

At the time of payment, the following documents shall be delivered to Napaimute: A Bill of Sale for the sale for the Barge, warranting the Barge free and clear of all liens, claims and encumbrances. This sale will be closed in the office of Seller, or such other office as the Seller shall designate. Napaimute and Seller will immediately upon demand exchange all instruments and monies necessary to complete the purchase in accordance with the sales contract. On delivery, Napaimute shall indicate the acceptance of the Barge by executing a Delivery and Acceptance Letter, and shall be entitled to possession of the Barge on the closing thereof.

## B. BACKGROUND INFORMATION

### **I. Napaimute Background:**

The Native Village of Napaimute (Tribe) is a federally recognized tribe located in Southwestern Alaska 255 river miles upstream of Kuskokwim Bay. None of the villages in the region are connected by a road system, instead they rely heavily on boat, commercial barge, air and winter ice roads for travel. Napaimute has multiple business interest spanning from the Village to Bethel (located near the mouth of Kuskokwim Bay), and along the coast of the Yukon-Kuskokwim Delta. One of its primary businesses is a logging and sawmill operation located near the Village of Kalskag. In the past Napaimute has mostly sold firewood from this operation, along with some milled lumber. Napaimute is expanding this operation to include log home packages that will provide affordable homes to residents in one of the poorest regions in the nation. In the past Napaimute has relied heavily on using ice roads to transport its equipment to job sites and products to markets, that however is becoming more difficult as winter temperatures are warming each year and conditions become unsafe for travel. Napaimute is therefore seeking a long-term, economic solution to more efficiently operate its business.

### **II. Barge Minimum Requirements and General Description:**

To facilitate business operations the Native Village of Napaimute is seeking to purchase one (1) Shallow Draft Deck Barge, in new or like new condition. The minimum specifications are; LOA 75'-100', Beam 30'-40', Depth 5'-6', Draft Max 4' (heavy), Minimum cargo capacity of 200 tons. The barge must contain a minimum of 8 sealed compartments. The Barge must have a raked section fore and aft at approximately a 45° angle. All interior compartments must contain sufficient bracing (frames, trusses, bulkheads, etc.) to maintain structural integrity. Barge must be equipped with; a bow mounted split loading ramp (min 20') constructed to support a SWL of 100,000lbs. (min), a self-contained hydraulic system to raise and lower the bow ramp, stern mounted make up winches, and all standing and running rigging to operate make up and bow ramp winches, deck fittings to attach tow bridle and other attachment points, all deck fittings will be reinforced with double plating, navigation lighting (portable at minimum), cargo deck area covered with treated pressure timbers, adequate corrosion protection by installation of zinc plates and application of primers, epoxy and antifouling paints throughout the barge on all external and internal surfaces. A minimum of two steel beams installed along the length of the bottom to act as keels/skids. Draft marks will be installed fore and aft on both sides of the Barge. A reinforced head log will be installed on the forward rake at a minimum. The Barge is to be delivered to the Kuskokwim River entrance buoy or Port of Bethel in Western Alaska.

### **III. Operational Requirements:**

The Barge will be home ported in Bethel Alaska and be used to transport logging equipment (e.g. Timber Harvester 54,000 lbs. - 30'L x 10'W x 12'H, Timberjack 4505C Skidder 23'9" x 9'2" x 9'11" 24,000 lbs., CAT D5M - 17' L X 9' W X 10' H 27,000 lbs.) on the Kuskokwim River to various job sites. Additionally, the Barge will be used to deliver, bulk bags of fire wood, milled lumber, and log home packages to various sites on the Kuskokwim and Yukon Rivers, and Coastal Areas of the Yukon Kuskokwim Delta. Barge must be delivered to the Kuskokwim for the 2022 Operating Season.

**IV. Contract Requirements:**

The successful Proposer will be expected to enter into a sales contract agreement with Napaimute. The resultant contract from this RFP will incorporate by reference this RFP document in its entirety and the successful proposer’s response to this RFP, as well as any negotiated terms and conditions.

**C. SPECIFICATIONS**

**I. Technical Specifications:**

Proposers should carefully review the identified minimum Barge requirement identified in this RFP (Sec. B. II., and the tables below) and be able to provide sufficient documentation in their proposal that they can or have met the minimum requirements.

The following tables identify desired features/components and the minimum requirements for a proposed Barge under this RFP. Required features are identified with an asterisk. Proposers should fill in the “Proposal Description” column with their information, include make/model, date of manufacture, retrofit, last inspection, certification, etc. Do not leave a block blank indicate “none” if an item does not apply.

Table 1.

<b>Ref</b>	<b>Item</b>	<b>Proposer/Owner Description</b>
<b>A.</b>	<b>Barge Particulars</b>	
1	Barge Number (Official)	
2	*LOA (must be 75'-100')	
3	*Beam (approx. 30'-40')	
4	*Depth (min. 5'-6')	
5	*Draft (heavy) 4'	
6	Gross Tons	
7	Year of construction	
8	Barge Name	
9	Barge Owner	
10	*Max Cargo Tons (min 200T)	
<b>Ref</b>	<b>Item</b>	<b>Proposer/Owner Description</b>
<b>B.</b>	<b>Hull, Deck, Equip Construction</b>	
1	*Steel Plating (y/n) thickness	
2	*Keel Twin (construction)	
3	Railings, retainer walls (describe)	
4	*Bulkheads (watertight)	
5	*Sealed compartments (min. 8).	
6	*Stern mounted stops	
7	Push Knees	
8	*Bow Ramp description	
9	*Bow-ramp, hinges, pin, seals (good?)	
10	*Inspection plates/seals, drain holes	
11	*Cargo Deck construction	
12	*Cathodic protection	
13	*Bottom paint (loc., type)	
14	*Deck paint (type, loc., type)	
15	*Railing paint (loc., condition)	
16	*Draft lines	
17	*Split bow ramp	
18	*Hydraulic system self-contained	
19	*Make-up winches (stern)	
20	*Rigging for bow and stern winches	



21	*Towing eyes (stern)	
22	*Cleats, bits, pad eyes, etc.	
23	Scuppers, self-draining deck	
24	*Head log construction (stern if included)	
25	*Rake fore and aft	
<b>Ref</b>	<b>Item</b>	<b>Proposer/Owner Description</b>
<b>C.</b>	<b>Electrical System</b>	
1	*Navigation lighting (fixed, portable)	
2	Deck Lighting	
3	Inverter powered off hydraulic motor	
4	Start/storage Batteries	
5	Charging (Desc., Loc., Condition)	
6	Inverter (Type, Desc., Location)	

## II. **Requirements:**

### A. Warranty

1. Napaimute understands that the Barge proposed for sale will not be under warranty.
2. Information on equipment installed on the Barge still under warranty will be provided to Napaimute at the time of sale.

### B. Delivery After Final Sale

Napaimute understands that the Barge being proposed for sale is considered “Where is, as is” after delivery to the FOB destinations identified in the RFP and is responsible for any mooring fees or transport cost after the final sale.

## III. **RFP Response Requirements:**

Your submission **MUST** include:

- Cover Letter to include:
  - Company or corporation name, street and mailing addresses, the responsible officer(s) of the firm. Indicate the type of company (i.e. Sole Proprietor, Corporation, Limited Liability Corporation, Partnership etc.).
  - Name of owner(s).
  - Identify contact person and provide telephone, fax, email address.
  - Signature of company officer(s) authorized to obligate the firm.
- Non-collusion Affidavit.
- Complete response to all the items listed in Table 1.
- Acknowledgement of Addenda (even if none, submit form).
- Statement that the Barge being proposed for sale is (or will be) free and clear of all; liens, debts, security interests, encumbrances and claims of any kind at the time of sale.
- Proposed Price, form attached.

Napaimute does not desire voluminous submissions; therefore, please limit your proposal to only essential information. By submitting a proposal, your firm agrees to the terms and conditions stated herein unless explicitly stated otherwise in your response to this RFP.

#### D. EVALUATION CRITERIA

On the time/date established for receipt of proposals, an evaluation committee will be convened to evaluate and score proposals received. The following criteria shall be used by the committee and are weighted as shown. Proposals will be evaluated and independently scored based upon the following factors:

#	Evaluation Criteria	Weight%
<b>A</b>	Barge General Configuration	15
<b>B &amp; C</b>	Construction and Electrical	15
<b>D</b>	Incorporation of NVN Employees in project	10
<b>E</b>	Cost and Date of Delivery to FOB	20
<b>F</b>	Proposed Price	40

Award of contract will be made to the Proposer or Proposers whose proposal is deemed to be most advantageous to the Napaimute, considering all the evaluation factors. This decision shall be the sole judgment of Napaimute.

Required Form

**Proposal Price Form**  
**RFP# 2019-01**

SUB -TOTAL: \$ \_\_\_\_\_

SALES TAX: \$ \_\_\_\_\_

TOTAL PROPOSAL COST AMOUNT \$ \_\_\_\_\_

Required to Collect Sales Tax: \_\_\_\_\_ Yes \_\_\_\_\_ No

Company registered as DBE, WBE or MBE? \_\_\_\_\_ If yes, please provide certificate.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Person's Name

( ) \_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Email Address *(please print clearly)*

**Required Form**

**A. NON-COLLUSION AFFIDAVIT  
(This Affidavit is Part of the Proposal)**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

\_\_\_\_\_ **being first duly sworn, deposes and says that he/she is**

\_\_\_\_\_ **(Sole owner, a partner, president, secretary, etc.)**

**of** \_\_\_\_\_

That the party making the foregoing Proposal and that such Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed directly or indirectly, with any Proposer or person to put in a sham Proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication of conference, with any person, to fix the proposal price of affiant or any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or that of any other Proposer to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal are true.

\_\_\_\_\_  
(Proposer)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_

Notary Public in and for

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

**Required Form**

**B. ACKNOWLEDGEMENT OF ADDENDA**

Proposer hereby acknowledges receipt of all Addenda through and including:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Company \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_