

# **Akiak Native Community**

**Akiak IRA Council**

**P.O. Box 52127**

**Akiak, Alaska 99552**

**Phone: (907) 765-7112 Fax: (907) 765-7512**

**Akiak Home Relocation and Managed Retreat Project**

**&**

**Other Community and Housing Projects**



**Request for Proposals  
and  
Contract Requirements  
for  
Bookkeeping / Payroll Services**

**February 2023**

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**Section 1: General Information**

Akiak Native Community (tribe) is soliciting proposals from bookkeeping and payroll services vendors to support the tribe's Akiak Home Relocation and Managed Retreat Project and other community and housing projects. While the tribe's current interest is for payroll services for intermittent tribal construction staff, we may consider additional services at a future date, including for full time tribal staff. Since 2019 when Akiak approved a managed retreat solution to a significant riverine erosion (May 2019), the tribe has managed up to \$5M in local construction projects. The tribe has over \$7M in grant requests that are currently under consideration, and we anticipate additional funding as a result of these pending funding proposals. More about the riverine erosion can be found at: [2019 Akiak Hazard Mitigation Plan](#)).

Description of services: The tribe anticipates major construction activity for the next two to four years and is seeking a professional firm to provide bookkeeping and payroll services for active construction projects. Intermittent tribal tradespeople shall vary in number, and in hours worked daily and weekly. It is anticipated that up to 15 tradespeople will be employed with up to two separate foremen handling time sheet records. The local construction efforts are currently lead by CE2 Engineers, Inc. which provides a field superintendent for a variety of construction projects, and by one housing refurbishment crew that is lead by a tribal field superintendent. In addition, the tribe may have some specialty contractors it will manage, too. The tribe will be procuring construction materials, equipment and issuing contracts that may be managed through the bookkeeping services.

It is anticipated that the duration of the contract shall be for a minimum of two years with three annual extensions that may be issued by the tribe to the selected vendor based upon the tribe's ability to secure additional project grant funding for managed retreat project tasks.

The services contract will be on a negotiated basis to perform the scope of work as described herein. The selection shall be based, largely, upon qualifications, and the highest rated vendor will proceed to the contract negotiation phase. If the highest rated vendor and the tribe are unable to execute a contract, then the next highest rated vendor will be contacted by the tribe to enter into contract negotiations.

**Submission of proposals must be received, electronically, not later than 11:00 am (Alaska Time), March 23, 2022 (Thursday).**

Each proposal shall be e-mailed to Ms. Dorann Kozevnikoff, Tribal Administrator, with a carbon copy provided to Mr. Joel Neimeyer, Tribal Consultant, and Ms. Sheila Carl, Akiak Disaster Resilience Coordinator. Their respective e-mail addresses and contact phone numbers follow.

[dkozevnikoff@akiakira-nsn.gov](mailto:dkozevnikoff@akiakira-nsn.gov) / Ms. Dorann Kozevnikoff / 907-765-7112

[Joel.Neimeyer@gmail.com](mailto:Joel.Neimeyer@gmail.com) / Mr. Joel Neimeyer / 907-244-2980

[akiarmiu@yahoo.com](mailto:akiarmiu@yahoo.com) / Ms. Sheila Carl / 907-765-2009

Prospective vendors with questions about this Request for Proposal should contact Ms. Carl.

## **Section 2 Scope of Work**

### **2.01 Bookkeeping Services**

The vendor shall be responsible for general bookkeeping services associated with the federal and state grants the tribe has been awarded for infrastructure improvements. The tribe uses QuickBooks online and the vendor will input transactions on revenue, expenses and receivables. The vendor will be responsible for preparation of annual IRS Form 1099 to contractors in collaboration with tribal administrative staff. The vendor shall prepare monthly and quarterly reconciliation of bank account, and other material accounts. The vendor shall prepare financial statements for the tribe, and provide all needed documents and reports for the tribe's year-end audit. The vendor shall prepare other reports or statements as requested by the tribe, such as SF-425 federal financial reports.

At this time, the tribe does not intend on extending credit card purchase authority to the field foremen, but will retain this authority with tribal administrative staff. Reconciling and payment of credit card purchases for transactions to be paid for with grant funding may be a co-responsibility with the vendor and tribal administrative staff. The tribe may have blanket purchase agreements set up, and these too, may require co-responsibility with the vendor and tribal administrative staff.

### **2.02 Payroll Services**

The vendor shall be responsible for the payroll processes for the tribe's intermittent construction employees. The vendor will be provided weekly time sheets for each intermittent employee from up to two field foremen. The time sheets may be transmitted to the vendor by a variety of means including: fax, electronically, or may be called in from the field. The vendor will be responsible for the intermittent employees' federal and state payroll requirements, including but not limited to: payroll taxes within IRS prescribed time frames, payroll reports, issuance of W-2's to intermittent employees, worker's

compensation, insurance, garnishing of wages if directed by a governmental agency, and preparing special checks for error correction purposes. The vendor will be responsible for all IRS reporting (Form 940 and 941) for intermittent employees and will coordinate with tribal administrative staff, as needed, for timely submittal of the IRS reporting.

Intermittent employees will be paid weekly - either direct deposit into the individual's bank account, or by a check that will be mailed to the community. Intermittent employees will not be eligible for annual leave pay, sick leave pay, or pay during vacation days in which they do not work. Intermittent employees may work overtime and on Federally recognized holidays.

Intermittent employees will be working on a different construction projects funded by a variety of federal and state funders. The vendor will be required to keep record of hours worked and payments made to intermittent employees based upon the different grants - as reported by the field foremen. The vendor shall provide summary payroll report to the tribe that capture each intermittent employee for each pay period, summary reports on payments charged to particular grants, and other reporting as needed by the tribe. The summary payroll report can be provided electronically to the tribe. Note that the summary payroll reports will be used for a number of purposes of which one is to seek reimbursement from grant making agencies. The tribe is not yet aware of what the format is for some of these reimbursement requests.

The tribe employs up to fifteen tribal administrative staff, both full-time and part-time, that are not employed to build infrastructure improvements. At this time, the tribe intends to maintain managing its own payroll services for this group of tribal administrative staff. However, the tribe may at a later date explore expanding payroll services for all tribal staff with the selected vendor.

## **Section 3 Proposal Format, Evaluation, and Award**

### **3.01 Proposal Format**

The proposal must contain the information below. Please format your response to coordinate with the numbering system outlined below. For example, section #1, would be the vendor's Cover Letter, section #2 would contain the Work Plan, and so on.

1. Cover Letter: Each proposal shall include a cover letter with the vendor's address, telephone number, e-mail address and business license number. The cover letter should be signed by a legally authorized representative of the company. The cover letter shall include a certification that the vendor is a firm, or a person, not on the List of Parties Excluded from Federal Procurement and Non Procurement Programs compiled, maintained, and distributed by the General Services Administration, and is not barred from bidding or contracting with the State of Alaska, too.

2. Work Plan: Each vendor shall include a summary of their proposed work plan addressing the scope of services set forth in this RFP. Include a list of personnel to be used on this contract and their qualifications. Brief resumes or CVs, including education, experience, type of clients served, and any other pertinent information shall be included for each of the key personnel to be assigned for direct work on the contract. Vendors shall consider and discuss back-up alternatives in the event key personnel are unavailable during a significant period of time. Provide an organizational plan (or chart) for this specific contract indicating lines of communications. Include the names of the primary point of contact for the contract.
3. Company Experience: The proposal should present qualifications that demonstrate the vendor's ability to successfully manage this contract. Describe company experience that is relevant to the proposed services, such as recent experience with other tribal, municipal or non-profit clients served by your firm in the last three years and types of services rendered to each, if applicable.
4. References: Each vendor shall provide three references. (Regarding references, vendors shall determine prior to including the references in the proposal that the references are relevant, contact information is accurate, and reference contact has agreed to provide a complete and uncensored testimony.)
5. Other Materials: Each vendor may, but is not required to, include additional references, resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators and may not be part of the official evaluation except to the extent they support qualifications and experience.
6. Cost Proposal for Payroll Services: Include a cost statement showing proposed fees to perform payroll services. This information should include an estimate of staff hours for monthly and quarterly payroll services, based upon 10 intermittent employees. List the assumptions upon which the hourly monthly and quarterly estimates may be based, if any. Given the uncertain nature, at this time, on the number and amount of grants the tribe may receive, the tribe is not asking for a cost proposal for bookkeeping services. Cost reimbursement for bookkeeping services will be negotiated with the highest rated vendor and the tribe.
7. Vendor Preference: The tribe's procurement policy allows for a vendor preference for Alaska Native/American Indian entities. If firm is at least 51% owned by an Alaska Native or American Indian, submit information substantiating ownership. Firms will receive a "0" (Firm is Not an Alaska Native or American Indian Entity) or a "5" (Firm IS an Alaska Native or American Indian Entity).

Each proposal shall be clearly and concisely prepared in writing and submitted by e-mail. It is the vendor's responsibility to confirm that the proposal has been received prior to the proposal closing time. Include all information required by this solicitation, with pages numbered and logically assembled. Proposals received that do not materially meet the qualifications described herein will be deemed non-

responsive. The tribe reserves the right to request follow-up information, to assist in evaluation, from vendors.

### **3.02 Evaluation**

Each proposal shall be evaluated on the basis of information provided. The award of this contract shall be made to the responsible proposer whose proposal is most advantageous to the tribe. The following point range will be used as a guide for selection during the evaluation process.

1. Responsiveness of the proposal in clearly stating an understanding of the work to be performed. (0-20 points)
2. Experience of the firm providing bookkeeping and payroll services, including: i) working with rural Alaska tribes, cities or non-profit organizations, ii) professional services supporting community infrastructure projects through local force account crews (i.e. intermittent construction employees), and iii) licensed to do business for bookkeeping and payroll services in Alaska. (0-40 points)
3. Qualifications of staff to be assigned to the payroll and bookkeeping services. (0-25 points)
4. Alaska Native or American Indian Preference. (0-5 points)
5. Cost Proposal for Payroll Services. (0-10 points)

### **3.03 Award**

The cost proposal of the vendor receiving the highest evaluation will be reviewed by the Akiak tribal council or an evaluation team selected by the tribal council to move to contract negotiations.

If, after final price negotiations and evaluation of the “best and final” proposal, the council determines the proposal of the vendor having the highest ranking not to be fair and reasonable, the second ranked vendor will be considered using the above criteria. If this is unsuccessful, the third highest ranked vendor will be considered.

The tribe, at its sole discretion, reserves the right to reject any or all proposals and to waive minor inconsistencies between the proposal submissions and the prescribed proposal format.

## **Section 4 Special Provisions**

### **4.01 Invoicing and Payment**

The vendor shall be paid on a monthly basis within 30 days of delivery and acceptance of each invoice.

### **4.02 Labor and Materials**

Except as otherwise specifically provided herein, all property, equipment, supplies, facilities, personnel, and services required to perform the work called for shall be furnished by the vendor.

### **4.03 Indemnification**

The vendor shall save, indemnify and hold the tribe harmless (including reasonable attorney's fees and defense costs) from all claims, demands, and causes of action of every kind and character arising on account of damage or liability of any sort to the extent resulting from or arising out of the willful or negligent acts or omissions of the vendor, its agents, employees, officers, directors, invitees, or subcontractors, in connection with the performance or non-performance of its contract obligations. In addition to the foregoing, and not by way of limitation, vendor is responsible for all taxes as an independent contractor, and shall and does hereby indemnify and hold the tribe, its officers, consultants, employees and directors, harmless (including attorney's fees and defense costs) from and against any tax assessments or penalties of any sort related to the non-payment or late payment of taxes relating to or arising out of this vendor.

### **4.04 Official Capacity**

This agreement is a contract by and on behalf of the tribe, rather than by or on behalf of its officers, directors, employees, representatives or agents. Execution and performance under this agreement is undertaken in the official capacity of tribal officers, directors, employees, representatives or agents and not in their individual capacities.

### **4.05 Insurance Requirements**

The vendor shall maintain the following minimum insurance coverage from companies authorized to do business in the State of Alaska. The tribe reserves the right to request and receive within 10 days from receipt of request, certified copies of any or all insurance policies and endorsements.

#### Type of Insurance

<u>Type of Insurance</u>	<u>Minimum Limit</u>
Workman's Compensation	As Required by Law
Commercial General Liability	\$500,000 (per occurrence)
Comprehensive Automobile Liability	\$500,000 (per occurrence)
Professional Liability	\$1,000,000 (each claim)

Neither the vendor nor its subcontractors (directly or through their insurers) may avoid, diminish or offset claim obligations as a result of the tribe's coverage rights, if any, under the Federal Torts Claim Act or the tribe's insurance policies.