



**TANANA CHIEFS CONFERENCE
REQUEST FOR QUOTE**

Legal Advocacy with the Federal Government

November 20, 2023

TABLE OF CONTENTS

Contents

I.	Solicitation	3
II.	Scope of Work	3
III.	Management	3
IV.	Term of Contract	3
V.	Payment	4
VI.	Schedule.....	4
VII.	Terms and Conditions	4
VIII.	Required Documents	8

I. Solicitation

Tanana Chiefs Conference (TCC) is soliciting quotes from qualified firms with experience and the ability to advocate for TCC and Tribal priorities with Congress and federal agencies.

Questions regarding this solicitation shall be emailed to Marna Sanford at marna.sanford@tananachiefs.org. All questions must be submitted prior to close of business November 30th, 2023. The final Addendum responding to questions shall be released no later than December 4th, 2023. Quotes are required to be submitted no later than 2:00 PM, December 12th, 2023.

II. Scope of Work

Advocate for TCC and Tribal priorities on topics including but not limited to the following:

- Growing relationships and collaborating with various parties involved with TCC's programs;
- Growing and executing lobbying strategies for TCC;
- Representing TCC before the White House, Congress, and all other Federal agencies.
- Ensuring TCC's policies and positions are shared with government officials and appropriate parties.
- Communicating governmental and other parties' communications and responses.
- Researching and examining legislation and regulatory proposals that impact TCC and its member Tribes and beneficiaries.
- Attending events and meetings such as congressional hearings.
- Educating government officials and corporate officers on issues related to Alaska Tribes.

Each bidder shall thoroughly examine the contract documents. The failure or neglect of a bidder to receive or examine any contract document or any part thereof shall in no way relieve it from any obligations with respect to its quote or to the contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge of any contract document.

III. Management

Marna Sanford with the TCC Legal Department, will manage this contract for TCC. If a party changes its contract manager, then the party will notify the other in writing of this change.

IV. Term of Contract

Subject to **Section 7. Termination** in the Terms and Conditions, the Services shall start upon receiving a fully signed agreement (approximately January 1, 2024) and shall end September 30, 2026, with an option to renew this contract for an additional Two (2) years with mutual agreement between both parties.

V. Payment

Contractor shall submit a properly prepared invoice. Payment shall be made no later than thirty (30) days after TCC determines that the Scope of Services agreed upon is being adhered to, satisfactory progress made, and Contractor has furnished TCC with Contractors Tax ID number and all required documents.

VI. Schedule

The anticipated project schedule is as follows.

Deadline for Proposals	December 12 , 2023
Issue Notice of Intent to Award (NOITA)	December 15, 2023
Execute Contract /Notice to Proceed	January 1, 2024
Contract End Date (including renewable option)	September 30, 2028

All dates are approximate and contingent upon the completion of previous activities.

VII. Terms and Conditions

1. Waiver of Minor Informalities.

TCC expressly reserves the right to waive minor informalities, negotiate changes or reject any and all quotes and to not award the proposed contract, if in its best interest. "Minor informalities" means matters of form rather than substance which are evident from the submittal or are insignificant matters that have negligible effect on price, quantity, quality, delivery or contractual conditions and can be waived or corrected without prejudice to the other Proposers.

2. Quotes.

TCC reserves the right to accept or reject any and all quotes. Quotes must be signed (electronic signatures are acceptable) and dated in order to be valid. Quotes to be valid for Ninety (90) days from solicitation due date.

3. Insurance and Indemnification by Contractor.

Before starting performance of the Services, the Contractor will provide to TCC proof of all required insurance in connection with the Services or for the type of work, including workers' compensation insurance, in amounts acceptable to TCC. Except for claims arising out of acts caused by the sole negligence of TCC or its employees, the Contractor shall indemnify and hold harmless TCC, its employees, agents, officers, and directors for any claims arising out of an act or omission of any nature whatsoever of the Contractor, or its employees, causing damage to any person or property in performance of this contract. Required limits are listed below:

- Commercial general liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

- Automobile insurance with limits of no less than \$1,000,000 combined single limit coverage; and
- Worker's Compensation insurance as required by the State of Alaska.

4. Native Hire.

If this contract involves a federal program or if the State of Alaska is acting under congressional delegation of federal trust authority the Contractor will provide employment preference for Native Americans in activities under this contract under Public Law 93-638 and other applicable laws.

5. Compliance.

Contractor agrees to comply with all applicable federal and state laws, orders and regulations including, but not limited to Executive Order 11246 as amended, and the regulations at 41 CFR60-1 through 60-60, and 36 United States Code (USC) §2012, the Vietnam Era Veterans Readjustment Assistance Act of 1974, and §503 of the Rehabilitation Act of 1973, as amended, and the requirements listed at 41 CFR 60-741, the BETS-100 reporting requirement listed at 41 CFR 60-250.10, and any applicable criminal history or background check requirements.

6. Records and Retention.

Contractor will provide TCC, the Comptroller General of the United States, and any federal or state grantor agency that contributed any portion of the contract funding, access to any books, documents, papers, and records of Contractor related to the contract for the purpose of making audits, examinations, excerpts and transcriptions. Contractor agrees to maintain all such records for at least Three (3) years from the date when final contract payment is made by TCC to the Contractor.

7. Termination.

Either party may terminate this contract upon Thirty (30) day written notice to the other party. If TCC terminates this contract without cause, the Contractor shall be paid for the percentage of total work under the contract that has been satisfactorily completed, less advances for the current month. TCC may terminate this contract immediately for a breach, non-performance, or material non-compliance with the terms of this contract, or Contractor terminates this contract for a reason other than a breach by TCC, the Contractor shall be liable to TCC for damages equal to the difference between the contract price and cost to TCC to complete the work.

8. Privacy and Confidentiality.

TCC is required to safeguard the privacy of its clients and to protect their rights to confidentiality. Federal or state privacy or confidentiality laws and regulations protect certain information including a client's identity or presence for purposes of treatment. Contractor is responsible to apprise itself of and abide by the provisions of all federal or state laws and regulations that may apply including, but not necessarily limited to, the Alcohol and Other Drug Confidentiality Rule, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act Privacy Rule, 45 CFR Sections 160 and 164, and to preserve and safeguard the privacy and confidentiality of TCC clients. Contractor shall not disclose the identity of any TCC client or share any information or observations regarding any TCC

client. Contractor shall keep confidential all information about any TCC employee learned in connection with this contract or performance of the Services. Contractor shall hold all information made available by TCC to Contractor in strict confidence. If Contractor has any questions regarding matters of privacy or confidentiality, Contractor is to contact the TCC contract manager.

9. Independent Contractor.

Contractor is an independent contractor, not an employee of TCC. Contractor shall possess a valid, current Alaska business license and City of Fairbanks business license, if applicable, and such other permits and licenses required to perform the work required by this contract. Contractor is solely responsible for all taxes, employee withholdings, workers' compensation insurance, and unemployment insurance.

10. Expenses.

TCC and Contractor will each pay for the negotiation and performance of their respective obligations under this contract.

11. Prohibition on Subcontracting and Assignment

Contractor agrees not to subcontract to any extent the Services without the prior consent of TCC. Neither party may assign its rights, interests, or obligations under this contract without the prior consent of the other party.

12. Disclosure of Potential Conflicts of Interest

Before signing this contract, Contractor agrees to disclose to the TCC contract manager any relationship that may be a potential conflict of interest related to the performance of the Services. A potential conflict of interest includes, but is not limited to, Contractor being related within the third degree of blood relationship to an employee of TCC, Contractor having an existing financial interest with TCC, or Contractor having an existing financial interest with any person involved in the signing of this contract. By signing this contract, Contractor represents and warrants that it has made all required disclosures to TCC. Any breach of this Section will be considered a material breach of this contract.

13. Contractor's Representations.

Contractor represents and warrants that Contractor is qualified to perform the Scope of Services outlined in **Section II**, and has obtained all professional licenses, business licenses, permits, or governmental approvals necessary for performance of the Services.

14. Debarment and Suspension Certification.

Contractor certifies that neither it nor its principals are listed on the Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."

15. Equal Employment Opportunity.

Subject to Section 6, Contractor will comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

16. Anti-Lobbying Certification.

(This provision applies if the contract amount exceeds \$100,000). Contractor agrees that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, grant, or any other award covered by 31 USC §1352.

17. Clean Air Act and Federal Water Pollution Control Act Certification.

(This provision may apply if the contract amount exceeds \$100,000). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC §1251 et seq.).

18. Rights to Inventions Made Certification.

(This provision is applicable if the contract is for the performance of experimental, developmental, or research work). Contractor agrees that the Federal Government and TCC shall have all rights to any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

19. Severability.

If any provision of this contract is held invalid, such provision is ineffective only to the extent prohibited or invalidated by law, without invalidating the remaining provisions of this contract.

20. Complete Contract.

This contract, together with any attachments or other documents expressly referenced, comprises the complete agreement between the parties and supersedes any prior understandings, contracts or representations by or between the parties.

21. Counterparts.

This contract may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

22. Governing Law and Forum

The internal law of the State of Alaska, without regard to conflicts of laws principles, governs the construction, validity, interpretation, and performance of this contract. Any claim under this contract shall be filed in the courts of the State of Alaska, Fourth Judicial District at Fairbanks.

23. Headings.

Headings in this contract are used for reading convenience only.

24. Amendment and Waiver.

This contract may not be amended or waived except by a writing signed by both parties. No course of dealing will amend or waive any part of this contract.

25. Notices.

All notices, demands and other communications to be given under this contract will be in writing and will be deemed to have been given when personally delivered or Three (3) days after being mailed by first class mail, or when receipt is acknowledged if sent by fax or other electronic transmission. Notices, demands, and communications will, unless another address is specified in writing, be sent to the respective addresses indicated on award documents.

26. Attachments.

- None

VIII. Required Documents.

The following documents are required to be considered responsive.

- Quote Submittal detailing complete monthly charge.
- Resume(s) for proposed staff responsible for work being performed
- Brief document describing experience and results of similar work performed
- Insurance certificate

Submit bids to:

marna.sanford@tananachiefs.org

Deadline to receive bids:

December 12, 2023 at 2:00 PM.