



**TANANA CHIEFS CONFERENCE
REQUEST FOR PROPOSAL**

**Yukon River Intertribal Fish Commission
Contract**

March 12, 2024

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I. **Solicitation**

Tanana Chiefs Conference (TCC) is soliciting to obtain proposals from qualified firms or individuals to work directly, with supervision from the Yukon River Inter-Tribal Fish Commission (YRITFC) Chair to coordinate and facilitate YRITFC Business.

Questions regarding this solicitation shall be emailed to Sonja Kokrine at Sonja.kokrine@tananachiefs.org. All questions must be submitted prior to close of business March 21, 2024. The final Addendum responding to questions shall be released no later than March 27, 2024. Quotes are required to be submitted no later than 2:00 PM, April 2, 2024.

II. **Scope of Work**

1. **Communication:** Responsible for the development and implementation of internal and external communications efforts of the YRITFC, including but not limited to:
 - 1.1. Creating and maintaining the commissions social media accounts;
 - 1.2. Sending information out to Yukon River Tribes and Fish Commissioners;
 - 1.3. Issuing meeting notices;
 - 1.4. Press releases;
 - 1.5. Admission of material for the Council.
2. **Meetings:** Responsible for making all arrangements for meeting, including, but not limited to:
 - 2.1. Creating an agenda;
 - 2.2. Recording minutes;
 - 2.3. Creating meeting notices;
 - 2.4. Reserve facilities and logistics necessary to hold a meeting (building rentals, arrangements for food and drink);
 - 2.5. Preparing and copying any handouts or presentation materials, updating binders for the Executive Council, Annual and Biannual Meetings.
 - 2.6. Distribute meeting information to Fish Commissioners.
3. **Travel Coordinator:** Responsible for coordinating all travel for the Commissioners and Tribal representatives for participation in YRITFC meetings. Example: Contractor would be expected to reach out to the Fish Commissioners to gather travel arrangements and enter onto a TCC Travel Authorization that will be submitted for approval. The Contractor would also check in with the Commissioners to ensure they have booked their lodging, and share how to receive their per diem, which can include the contractor picking up the checks from TCC and handing them out to Commissioners.
4. **Administration:** Responsible for clerical duties, including, but not limited to:
 - 4.1. Answering phones;
 - 4.2. Receiving and sending emails;
 - 4.3. Correspondence, drafting or revising;
 - 4.4. Outreach to tribes;
 - 4.5. Setting up virtual meetings such as Zoom or Teams;

- 4.6. Modifying the database and obtain reports for the Chairperson for meetings;
 - 4.7. Maintaining an updated contact list for each meeting;
 - 4.8. Updating resolutions;
 - 4.9. Maintaining efficient communications with Tribes.
5. **Confidentiality:** Maintain confidentiality of decisions, strategy, actions, and recommendations for YRITFC's priorities.

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. **Evaluation and Award Criteria**

TCC is not awarding this contract based on price alone. The selection criteria will include all of the following:

1. **History:** Describe the history contractor. Provide full contact information, identification of duties and availability of staff performing tasks for this project. Total available points for this: **30 Points.**
2. **Experience:** Describe the skill, experience, and training of the specified persons who will be performing the services requested. Clearly describe experience in working with tribal governments, TCC, or other Alaska Native organizations, Tribes, or communities. Resumes to be included for staff that will perform tasks for this project. Total available points: **30 Points.**
3. **Knowledge:** Successful applicants would have some knowledge of the Tribes, hunting and fishing, background of the YRITFC and/or the Yukon River. Total available points: **30 Points.**
4. **Cost:** The total estimated cost or hourly rate charged. 10% preference (in evaluation only) shall be given to AN/AI owned businesses. Appendix A must be signed and submitted to receive preference. Total available points: **10 Points.**

IV. **Management**

The Tribal Government and Client Services Department (TCS) will manage this contract for TCC. Betty Ross, TCS Deputy, will be the Contractor's primary contact at TCC regarding the administration of the contract for purposes of payments to the Contractor. YRITFC Chair, Karma Ulvi, will be the Contractor's primary supervisor for the scope of work and responsibilities of the contract. The Chair shall review and approve the Contractor's invoices and forward to Betty Ross for payment. If either party changes its contract manager, then the party will notify the other in writing of this change.

V. **Term of Contract**

Subject to Section 7. Termination in the Terms and Conditions, the Services shall start upon

receiving a fully signed agreement (approximately May 1, 2024) and shall end April 30, 2025.

VI. 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.

VII. Schedule

The anticipated project schedule is as follows.

Deadline to submit Proposals	April 2, 2024
Issue Notice of Intent to Award (NOITA)	April 15, 2024
Execute Contract /Notice to Proceed	May 1, 2024
Contract End Date	April 30, 2025

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

VIII. 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. Travel.

The Contractor shall follow the TCC Travel policy regarding Per Diem rates. Policy and rates to be provided to awarded Contractor.

5. 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.

6. 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 CFR 60-1 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.

7. 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 Seven (7) years from the date when final contract payment is made by TCC to the Contractor.

8. 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.

9. 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.

10. 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.

11. Expenses.

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

12. 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.

13. 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.

14. 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.

15. 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."

16. 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."

17. 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.

18. 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.).

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 Organization at Fairbanks.

24. Headings.

Headings in this contract are used for reading convenience only.

25. 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.

26. 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.

27. Attachments.

- Appendix A – AN/AI Owned Business Form
- Appendix B – Copy of sample contract

IX. Required Documents.

The following documents are required to be considered responsive.

- Signed proposal covering all aspects to be evaluated as listed in Section III.
- Cost proposal detailing hourly rates and estimated hours.
- Resume(s) for proposed staff responsible for work being performed
- References from past clients for similar work.
- Insurance certificate meeting or exceeding requirements
- State of Alaska Business License
- Signed Appendix A – AN/AI Owned Business Form (if applicable)

Submit bids to:

Sonja.kokrine@tananachiefs.org

Deadline to receive bids:

April 2nd, 2024 at 2:00 PM.

Appendix A

IDENTIFICATION OF BUSINESS ORGANIZATION AND AN/AI OWNERSHIP FORM

The proposer, by checking the applicable box, represents that it operates as:

- ☐ A corporation incorporated under the laws of the State of Alaska
- ☐ A foreign corporation who will comply with the laws of the State of Alaska
- ☐ An AN/AI owned organization
- ☐ An individual doing business as _____
- ☐ A partnership (identify all partners on a separate page, attached)
- ☐ A joint venture (identify all joint ventures on a separate page, attached)
- ☐ Other (please specify)

_____ Proposer or Company Name	_____ AK State Business License #
_____ Address Line One	_____ Percentage of AN/AI Ownership (if applicable)
_____ Address Line Two	_____ Signature
_____ Telephone Number	_____ Signature Name and Title (print)
If Joint Venture affix additional signature:	_____ Signature
	_____ Signature Name and Title (print)

Services Contract



(not for procuring equipment, supplies, property, construction, repair, or leasing)

This Contract is between Dena' Nena' Henash, d/b/a Tanana Chiefs Conference, an Alaska Native inter-tribal consortium, (TCC), 122 First Avenue, Suite 600, Fairbanks AK 99701, and _____ (Contractor), _____ (individually a "Party" and collectively, "the Parties").

1. Scope of Services ("Services"). TCC enters this Contract with Contractor and Contractor agrees to provide the following Services:

- **Supervision:** Supervised and works directly with the YRITFC Chair to coordinate and facilitate YRITFC business;
- **Communication:** Responsible for the development and implementation of internal and external communications efforts of the YRITFC, including, but not limited to (1) creating and maintaining the Commission's social media accounts; (2) meeting notices; (3) press releases (4) admission of material for the Council;
- **Meetings:** Responsible for making all arrangements for meetings, including but not limited to, (1) agenda; (2) minutes; (3) meeting notices; (4) reserve facilities and logistics necessary to hold a meeting (building rentals, contracts and food and drink arrangements); (4) preparing and copying any handouts or any presentation materials, updating the binders for the Executive Council, Annual and Biannual Meetings;
- **Travel Coordinator:** Coordinate travel for the Commissioners and Tribal representatives for participation in YRITFC meetings;
- **Administration:** Perform clerical duties, including but not limited to answering phones, receiving and sending emails, correspondence, outreach to the tribes, setting up Zoom Meetings, work on simplifying the database and pulling reports for the Chair for Meetings, updating contacts after every meeting, updating resolutions, drafting and/or revising letters, and efficient communications with Tribes; and
- **Confidentiality:** Maintains confidentiality of decisions, strategy, actions and recommendations for YRITFC's priorities.

Contractor agrees to use its best efforts to provide timely and quality Services which meet all standards applicable to the relevant industry or Services being carried out. Contractor is responsible for the quality and condition of all materials or equipment used to carry out Services under this Contract and for the conduct and safety of its employees, agents, or subcontractors.

- 2. *Management.*** The Tribal Government and Client Services Department (TCS) will manage this Contract for TCC. Betty Ross, TCS Deputy, will be the Contractor's primary contact at TCC regarding the administration of the contract for purposes of payment to the Contractor. YRITFC Chair, Karma Ulvi, will be the Contractor's primary supervisor for the scope of work and responsibilities of the contract. The Chair will review and approve the Contractor's timesheets and forward the approved timesheets to Betty Ross for payment. If a Party changes its primary contact then the Party will promptly notify the other in writing of the change.
- 3. *Term of Contract.*** This Contract shall commence on May 1, 2024 and shall terminate on April 30, 2025, unless terminated sooner as provided in Section 9 of this Agreement. TCC shall not be liable for any fees for Services provided before the commencement date, any fees for Services provided after the termination date, or for any fees or expenses in excess of the Contract amount provided herein. This Contract may be renewed beyond the termination date by the express written consent of the Parties.
- 4. *Payment.*** Contractor will be paid for Services as follows: \$_____ an hour.

The total amount payable by TCC under this Contract shall not exceed \$_____ unless Services exceeding this amount are specifically authorized in advance in writing by TCC. Contractor shall notify TCC's Contract Manager in advance of providing Services if it expects that Services will exceed the Contract limit.

On a monthly basis, Contractor shall submit detailed invoices of services completed. Upon receipt of a properly prepared invoice, payment will be made no later than 30 (thirty) days after TCC approves the submitted invoice. In the event that TCC finds a discrepancy between the Services provided and the invoice, payment for the questioned portion will be withheld pending clarification by Contractor and approval by TCC.

Contractor is responsible for arranging its own travel. Contractor shall include travel expenses to be reimbursed on its invoices. All travel receipt(s) must be attached to the Contractor's invoices.

TCC will reimburse Contractor for reasonable coach class airfare.

The per diem rate and coverage is established per TCC Travel Policy. A copy of this policy shall be provided to the awarded Contractor.

There will be no advance payment to Contractor for travel expenses unless approved in advance by TCC in writing.

- 5. Contractor's Representations.** Contractor represents and warrants that Contractor is qualified to perform the Scope of Services outlined in Section 1, and has obtained and shall maintain through the term of the Contract all professional licenses, business licenses, permits and certifications, or governmental approvals necessary for performance of the Services. Before providing Services under this Contract, Contractor shall provide TCC with copies of such licenses, permits, certifications, and approvals.
- 6. 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.
- 7. Compliance.** For the duration of this Contract, Contractor will comply with all applicable local, state, and federal regulations; comply with the requirements of this Contract; and work in a manner that is ethical and respectful. Contractor will also keep apprised of and comply with any changes to applicable local, state, or federal regulations as well as changes to this Contract as agreed upon by amendment.
- 8. Records and Retention.** Contractor shall maintain accurate and reliable financial records regarding its provision of the Services and any relevant expenses, and shall make its books, documents, papers, records, and financial statements available to TCC or its auditors upon reasonable notice, as necessary for auditing, examinations, excerpts and transcriptions, copying, or other compliance activities. Contractor will also make these materials available to the Comptroller General of the United States and any federal or state grantor agency that contributed any portion of the Contract funding, as required by grant terms or law. Contractor agrees to maintain all financial records relating to this Contract for at least 3 (three) years from the date when final Contract payment is made by TCC to Contractor.

- 9. Termination.** Either Party may terminate this Contract upon thirty (30) days' prior written notice to the other Party. TCC may terminate this Contract immediately for a breach, non-performance, material non-compliance, lack of insurance coverage, or convenience. TCC may, at its option, provide Contractor with an opportunity to correct a breach or violation of this Contract in lieu of termination. Any such correction must occur within thirty (30) days after TCC provides notice of the cause and its intent to terminate, unless TCC determines that additional time for correction is appropriate under the circumstances.

If TCC terminates this Contract because of breach, non-performance, or material non-compliance or Contractor terminates this Contract for a reason other than a breach by TCC, Contractor shall be liable to TCC for damages equal to the difference between the Contract price and cost to TCC to complete the work. If TCC terminates this Contract without cause, Contractor shall be paid for the percentage of total work under the Contract satisfactorily completed, less advances.

- 10. Privacy and Confidentiality.** Contractor agrees and understands that all information relating to the business of TCC, including but not limited to the terms of this contract, proprietary or financial information, employee and personnel information, client information and protected health information, that Contractor learns or has access to in the course of providing Services under this Contract, is confidential information belonging to TCC and not to Contractor. This includes information about the identity of any TCC client or their presence and activities at a TCC facility. Contractor shall keep all such information in strict confidence and must use reasonable technical and administrative protections to safeguard and protect the information against inadvertent use, access or disclosure, whether by its own employees or agents or by third parties. Except as necessary to carry out Services under this Contract, Contractor agrees not to divulge, disclose or communicate any information relating to the business of TCC learned or gained during the course of providing Services, directly or indirectly, to any person or entity, without the express written consent of TCC. If Contractor has any questions regarding matters of privacy or confidentiality, Contractor must contact the TCC Contract Manager prior to making any disclosures of information that Contractor suspects may be covered by this provision.

To the extent the Contractor receives, or has access to or control over protected health information, Contractor agrees to sign a separate Business Associate Agreement with TCC and to comply with all applicable privacy and security laws including the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations; the Health Information Technology for Economic and Clinical Health Act of 2009 and its implementing regulations; and if applicable, federal regulations on the Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2.

11. *Independent Contractor.* The Parties agree and understand that in the performance of Services under this Agreement, the Contractor is an independent Contractor and not an employee of TCC. The Parties do not intend to create, nor shall this agreement be deemed or construed to create an employment relationship between the Parties. Contractor shall possess a valid, current Alaska business license and City of Fairbanks business license, if applicable, and such other permit, licenses, and any insurance required outside of liability to perform the Services and work required by this Contract. Contractor is solely responsible for all taxes, employee withholdings, workers' compensation insurance, and unemployment insurance necessary for or attributable to the Services being provided.

12. *Prohibition on Subcontracting and Assignment.* Contractor may not subcontract the Services or any part of the Services without the prior written consent of TCC. Neither Party may assign this Contract or its rights, interests or obligations under this Contract without the prior written consent of the other Party.

13. *Conflicts of Interest.* Contractor represents and agrees that it has no conflicts between duties required under this Contract and any other Contract, agreement, arrangement or understanding to which Contractor is a Party, or to any rules, regulations, directive, order or law to which Contractor is subject. 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.

14. *Background Checks.* If the Services involve contact with TCC clients, Contractor may be required to conduct a background check for its employees, subcontractors or agents carrying out Services under this Contract, and the criminal history of such individuals may bar them from providing such Services. In particular, if Contractor's Services involve regular contact or control over minors, Contractor must undergo a background check and may not provide Services using any individual who has criminal history which is disqualifying under the Indian Child Protection and Family Violence Prevention Act (ICPA), 25 USC § 3207. Contractor must notify TCC if Contractor or any of its employees carrying out this Contract have been found guilty of, or entered a plea of nolo contendere or guilty to, or are charged with, any felonious offense, or any of two or more misdemeanor offenses, under Federal, State, or tribal law involving crimes of violence; sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or offenses committed against children. Similarly, if Contractor's Services involve

contact with, access to personal or financial records, or control over the financial wellbeing of recipients of services, State background check requirements and character standards under the Alaska Barrier Crimes Act, AS 47.05.300 et seq., and the associated regulations, 7 AAC 10.010 et seq., may apply.

15. *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.”

16. *Native Hire.* Contractor will provide employment preference for Native Americans in activities under this Contract under Public Law 93-638 and other applicable laws. Contractor shall list all job solicitations for work under this Contract with the TCC Human Resources Department. This provision shall not apply to Contractor’s employees hired before the effective date of this Contract.

17. *Equal Employment Opportunity.* Subject to Section 16, 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.”

18. *Ownership of Inventions and Work Product.* To the extent this Contract requires the Contractor to produce goods, tangible objects, inventions, or original intellectual property of any kind, including but not limited to written reports, memoranda, documents, graphs, charts, illustrations, artwork, photographs, video recordings or audio recordings of any kind, regardless of the medium in which such products are recorded (print or electronic), all ownership and copyright interests in such work product shall belong to TCC.

19. *Severability.* If any provision of this Contract is held invalid, then that provision shall be interpreted to the fullest extent possible so as to be valid and effective, and the remaining provisions of this Contract shall continue in full force and effect.

20. *Complete Contract.* This Contract, together with any written amendments, 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. The Parties acknowledge that they have had ample opportunity to review the terms of this Contract and consult with legal counsel if so desired.

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. Dispute Resolution. The Parties agree to enter into good faith negotiations to resolve any disputes that arise out of or relate to this Agreement as a condition predicate to litigation. If negotiations do not resolve the dispute, the Parties may agree to participate in non-binding mediation before a neutral mediator selected by the Parties or, if the Parties cannot agree on a mediator, selected in accordance with the applicable rules of the American Arbitration Association. If the dispute is not resolved by non-binding mediation, the dispute shall be decided by the TCC Executive Board under such procedures as the Board may determine. The TCC Executive Board's decision shall be final and binding and may not be appealed by either Party.

23. Governing Law and Forum. The law of the State of Alaska, without regard to conflicts of laws principles, governs the construction, validity, and interpretation of this Contract. Any claim under this Contract shall be filed in the United States District Court for the District of Alaska if it has jurisdiction, or otherwise in the State of Alaska courts, Fourth Judicial District at Fairbanks. Nothing in this Contract may be construed to limit or in any way prejudice either Parties' protections under the law, including the Federal Tort Claims Act and other protections, privileges, or immunities applicable to either Party.

24. Headings. Headings in this Contract are used for reading convenience only.

25. Amendment and Waiver. This Contract may not be amended or waived except by a writing signed by both Parties. A Party's non-enforcement of any provision of this Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.

26. Notices. Any notice given under this Agreement shall be given by mail in writing to the addresses shown in this Agreement, which may be changed by giving notice of the change to the other Party, or by fax other electronic means if receipt is acknowledged by the other Party.

27. Attachments. This Contract does not have any attachments.

28. Signatures. By their signatures below, the Parties enter this Agreement.

Tanana Chiefs Conference

Signature: _____

Name and Title: _____ , _____

Date: _____

CONTRACTOR

Signature: _____

Print Name and Title: _____ , _____

Date: _____

171093-1