



**TANANA CHIEFS CONFERENCE
REQUEST FOR PROPOSAL**

Broadband Engineering Services

May 10, 2024

TABLE OF CONTENTS

Contents

I.	Solicitation	3
II.	Scope of Work	3
III.	Proposal Requirements.....	4
IV.	Evaluation and Award Criteria.....	5
V.	Management	6
VI.	Term of Contract	6
VIII.	Schedule.....	6
IX.	Terms and Conditions	7
X.	Required Documents.	12

I. Solicitation

Tanana Chiefs Conference (TCC) is soliciting to obtain proposals from qualified firms to provide specialized engineering services to support broadband infrastructure projects across the rural communities that TCC serves. Proposing firms should be ready and capable to provide staff immediately to meet an aggressive schedule for broadband engineering services. The overall goal of this agreement will be to assist TCC in planning, design, and documentation for these programs.

Registration

Proposers are required to register no later than 5:00 P.M. on May 24, 2024, in order to receive any addenda notifications. To register, please send an email to Cortnie Doan at cortnie.doan@tananachiefs.org. Include firm name, address, telephone number, and contact person.

Written Questions

All questions must be submitted in writing to Cortnie Doan at the above email address prior to 5:00 P.M. on May 24, 2024. The final Addendum responding to submitted questions shall be release no later than May 31, 2024.

Proposal Due

Proposals are to be received no later than 2:00 PM, June 7, 2024 in order to be considered responsive. Late proposals shall not be accepted or evaluated.

Note: Participation in this RFP process does not guarantee a commitment to contract with TCC, nor does it obligate TCC to compensate for proposal preparation expenses. TCC reserves the right to select or reject any proposal, issue subsequent RFPs, correct procedural errors, and contract one or more firms for the services described herein

II. Scope of Work

Selected firms will provide a range of services structured around specific tasks:

1. Site and Needs Analysis (30% Completion):

- **Objective:** Perform a thorough analysis to generate data-driven insights for designing a robust broadband system.
- **Activities:** Conduct detailed site surveys to map out geographical and environmental factors, and engage with TCC and local communities to understand their connectivity requirements.
- **Deliverables:** A comprehensive report encapsulating site analysis findings and preliminary design considerations.

2. Outside Plant (OSP) and Fiber to the Home (FTTH) System Design (60% Completion):

- **Objective:** Develop scalable, efficient, and detailed OSP and FTTH network designs (where applicable) that can adapt to future technological advancements and connectivity demands.
- **Activities:** Generate precise engineering drawings and supporting documentation for the network,

ensuring the design is scalable and accommodating future upgrades.

- **Deliverables:** A complete system design package, including all engineering drawings, detailed network specifications, and preliminary construction plans, ensuring the project is shovel-ready for immediate implementation.

3. Engineering Consultation and Management (100% Completion):

- **Objective:** Provide expert engineering guidance and manage all engineering aspects to ensure project success from inception through completion.
- **Activities:** Oversee project execution, offer strategic advice, ensure compliance with engineering standards, and facilitate stakeholder engagement throughout the project lifecycle.
- **Deliverables:** Regular progress reports, compliance documentation, and finalized engineering deliverables ensuring readiness for construction.

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. Proposal Requirements

Proposals submitted in response to this RFP should be comprehensive and structured to provide a clear understanding of the capabilities and approach of the proposing firm. Each proposal must include a fee proposal as well as a technical proposal that outlines the proposer's approach to managing the outlined tasks, demonstrates the experience and qualifications of the proposed project team, and includes any additional information that would support the firm's qualifications for undertaking this project.

Technical Proposal: The technical proposal should detail your firm's approach to each task specified in the Scope of Services. This should include a description of methodologies, tools, and technologies that will be used, as well as an outline of the key personnel who will be involved in the project. Highlight your firm's previous experience in similar projects, showcasing your ability to deliver on time and within budget.

Fee Proposal: The fee proposal should outline the financial aspects of the proposal without tying costs to specific project details. Instead, proposers should present a structured pricing model that is adaptable to various project scopes. This model should include:

- General pricing strategies or philosophies that guide the firm's fee structure.
- Standard rates for professional services, categorized by staff qualifications or roles.
- An explanation of any other costs that might be applicable in a typical project scenario, such as travel expenses, third-party consultation fees, or software licensing fees.

Proposers are encouraged to provide a fee schedule that demonstrates flexibility and transparency, facilitating an understanding of how costs are derived and managed. The fee proposal should reflect the firm's ability to offer value while maintaining high standards of service.

Each proposal should be formatted as a single PDF document, ensuring that all information is accessible and easily navigable. The document should include a table of contents and each section should be clearly labeled to facilitate quick reference.

Through the narrative of your proposal, your firm should convey not only its technical competence to execute the work detailed in the Scope of Services but also its commitment to maintaining a collaborative relationship with TCC and other stakeholders throughout the duration of the project.

Proposals should be submitted via email by the deadline specified in this RFP. It is crucial that proposals are comprehensive, addressing all sections outlined in this RFP, as incomplete submissions may not be considered. The entire proposal is not to exceed Thirty (30) pages excluding resumes and letters of reference. Additionally, proposers should ensure that their proposals remain valid for a period of at least 90 days from the date of submission.

IV. Evaluation and Award Criteria

Selection of the engineering firm will proceed through a structured process to ensure transparency, fairness, and to find the most qualified candidate. The selection process includes the following steps:

1. Proposal Submission:

- Proposals must be submitted by the stated deadline and should conform to the specified format and content requirements to be considered.

2. Initial Screening:

- All submissions will be reviewed to ensure compliance with the requirements. Proposals that do not meet the basic submission criteria will be rejected.

3. Evaluation of Proposals:

- Each proposal will be evaluated based on the predefined criteria outlined in the RFP. This includes technical expertise, project approach, cost-effectiveness, and past performance. The evaluation will score proposals based on a weighted system:
 - **Technical Expertise and Experience (40%):** Experience in broadband infrastructure engineering and design.
 - **Project Approach (30%):** Clarity and feasibility of the proposed methodologies and project management strategies.
 - **Cost Effectiveness (20%):** Competitiveness of pricing and overall cost structure.
 - **Past Performance (10%):** Proven track record on similar projects, including references and case studies.

4. Interviews:

- Top scoring firms may be invited for interviews to discuss their proposal in detail, explore their project approach, and assess the team's fit for the project. Interviews will provide an opportunity for the selection committee to ask detailed questions and for the firms to clarify and expand on

their proposal.

5. Ranking and Recommendation:

- Following the interviews, the selection committee will rank the firms based on the overall evaluations and interviews. This ranking will be presented to the decision-making body of the TCC Infrastructure Division for review.

6. Final Selection:

- The top-ranked firm will be selected for final negotiations. TCC reserves the right to negotiate with the selected firm to refine project specifics, costs, and contractual terms to ensure alignment with the project's goals and budget.

7. Contract Award:

- Upon successful negotiation, a contract will be awarded to the firm. If negotiations are unsuccessful, TCC reserves the right to negotiate with the next highest-ranked firm.

8. Notification:

- All proposers will be notified of the decision. The successful firm will receive a formal contract award notification, and unsuccessful proposers will also be informed of the selection outcomes.

V. Management

Cortnie Doan with the TCC Infrastructure 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.

VI. Term of Contract

Subject to Section 7. Termination in the Terms and Conditions, the Services shall start upon receiving a fully signed agreement (approximately July 15, 2024) and shall end September 30, 2029.

VII. 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.

VIII. Schedule

The anticipated project schedule is as follows.

Deadline to submit Proposals	June 7, 2024
Issue Notice of Intent to Award (NOITA)	June 21, 2024
Execute Contract /Notice to Proceed	July 15, 2024
Contract End Date	September 30, 2029

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

IX. 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. Proposals.

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

TCC will not pay any cost associated with the preparation, submittal or presentation of any proposal.

3. Insurance Requirements

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, TCC shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance including copies of required additional insured and waiver of subrogation endorsements, must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. The Contractor must provide a Twenty (20) day written notice prior to Cancellation or Nonrenewal of insurance to the contracting officer. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of

insurance under Alaska Statute.

Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by the State of Alaska, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.

Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Owner shall be included as an insured under the Commercial General Liability using ISO additional insured endorsements CG 20 10 and CG 2037 or their equivalent, including coverage for Owner with respect to liability arising out of both the ongoing and the completed operations of Contractor.

Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single claim.

Professional Liability Insurance: covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the contract is completed.

Waiver of Subrogation. Contractor waives all rights against TCC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the above policies maintained pursuant to this agreement. Contractor shall obtain an endorsement to the above policies to affect this waiver.

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 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.

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 Seven (7) 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 Organization 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.

- Appendix A – AN/AI Owned Business Form

X. Required Documents.

The following documents are required to be considered responsive.

- Signed proposal covering all aspects to be evaluated as listed in Section III.
- Fee Proposal
- 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 original of Appendix A – AN/AI Owned Business Form (if applicable)

Submit bids to:

cortnie.doan@tananachiefs.org

Deadline to receive bids:

June 7th, 2024 at 2:00 PM.