



**TANANA CHIEFS CONFERENCE
REQUEST FOR PROPOSAL**

Facility Master Planning Consultant

May 16, 2024

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I. Solicitation

Tanana Chiefs Conference (TCC) is soliciting to obtain proposals from qualified firms to create TCC's Facilities Master Plan. Proposing firms should be ready and capable to provide staff immediately to meet an aggressive schedule for Master Planning. The overall goal of this master planning effort will be to assist TCC in translating the strategic goals and objectives of the departments and various programs, being tribal member/patient focused, and addressing forecasted growth, into a physical plan which identifies where TCC should be focusing its resources to meet future demands on facilities necessary to support the mission, vision, values and goals of TCC. The results of this Master Facility Plan will be used to implement short and long term planning guidelines to maximize utilization of Healthcare, Administration, and Tribal Client Service programs and spaces.

Questions regarding this solicitation shall be emailed to Eric Johnson at eric.johnson@tananachiefs.org. All questions must be submitted prior to close of business June 6, 2024. The final Addendum responding to questions shall be released no later than June 11, 2024. **Proposals are required to be submitted no later than 2:00 PM, June 18, 2024.**

II. Scope of Work

1. Meet with Facilities Master Planning Committee ("FMPC")
 - 1.1. This task involves meeting with appropriate team members on the FMPC to obtain critical information on the existing facilities and conditions assessment. The FMPC shall meet throughout the Facilities Master Plan process.
 - 1.2. Participants in the FMPC may include members from the following groups:
 - 1.2.1. Administrative leadership
 1. Executive Management Team
 - 1.2.2. Health leadership and key Healthcare stakeholders
 - 1.2.3. Tribal Government and Client Services leadership
 - 1.2.4. Chief Financial Officer
 - 1.2.5. Facilities Director and staff
 - 1.2.6. Chief Information Officer
 - 1.2.7. Various Other Stakeholders
2. Community Outreach
 - 2.1. TCC has a very involved and active community. With that in mind the selected firm will be required to assist TCC and its representatives with community outreach events and meetings.
3. Development of the Needs Assessment
 - 3.1. The selected firm shall evaluate each site based upon the needs, specifications and facilities needs. Site be evaluated for the following items:
 - 3.1.1. Growth/Expansion/Consolidation based on programs and demographic projections
 - 3.1.2. Space Utilization – identify adjacency opportunities, space realignment opportunities that will drive operational efficiencies, flexible solutions that can

be adapted over time, and solutions that support positive patient outcomes and staff satisfaction.

- 3.1.3. Visual Definition of the TCC facilities
 - 3.1.4. Indoor and Outdoor Space Functions
 - 3.1.5. Current Status of Infrastructure (paying special attention to electrical services, water and sewer distribution systems on TCC facilities)
 - 3.1.6. Building/facility modernization versus replacement based on life cycle analysis.
 - 3.1.7. Pick up and drop off improvements
 - 3.1.8. Tribal member and patient flow to ensure programs are collocated in a way that increases accessibility to services.
 - 3.2. At the completion of the assessment the successful firm will begin to develop the update to the Master Facility Plan using the information gathered in conjunction with demographic reports, surplus property information and any other statistical information requested.
- 4. TCC will cooperate to develop all demographic information with the selected vendor. Information will be based on five and ten year projections.
 - 5. The successful firm will provide capacity information and work with the Finance Department to assist with site development based potential funding opportunities.
 - 6. Final Needs and Alternatives will be prepared by the successful firm that provide the following information:
 - 6.1. Short and Long Term Facilities Needs of the Organization prioritized by project
 - 6.2. Preparing Individual Site Master Plan updates with cost estimates
 - 6.3. Providing recommendations for energy savings
 - 6.4. Facilitating and documenting the Master Facility Plan Committee input and assembling all material for this committee
 - 7. Provide Cost Estimates for all proposed work in the Facilities Master Plan by a qualified cost estimator.
 - 8. At the conclusion of the scope of work mentioned above the successful Firm will provide TCC with a digital copy of the updated Master Facility Plan and assist TCC with the presentation of the Master Facility Plan to the Board of Directors and the Master Facility Planning Committee.

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. **Experience:** The skill, experience, and training of the specified persons who will be performing the services requested. Resumes to be included for all staff that will perform tasks for this project Total available points for this: **35 Points.**
2. **Understanding:** Offeror to clearly demonstrate an understanding of the project scope, identify pertinent issues and potential problems related to the project. Total available points: **20 Points.**
3. **Methodology:** Offeror to summarize the overall approach to gather information and context, to filter data for assessment and compile into a cohesive plan. Total available points: **15 Points.**
4. **Management Plan:** Describe the team organization, project lines of authority, duties assigned, and estimated time allocation for team members. Does the management plan support the project requirements and depict clear lines of communication and accountability of all assigned tasks? Total available points: **15 Points.**
5. **Cost Proposal:** The total estimated lump sum cost. A 10% preference (in evaluation only) to overall cost shall be applied to AN/AI owned businesses. Appendix A must be signed and submitted to receive preference. Total available points: **15 Points.**

IV. Management

Geri Simon with the TCC Administration 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.

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 July 15, 2024) and shall end September 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	June 18, 2024
Issue Notice of Intent to Award (NOITA)	July 2, 2024
Execute Contract /Notice to Proceed	July 15, 2024
Contract End Date	September 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. 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 must address the evaluation criteria listed above and adhere to the following requirements. The entire proposal shall not exceed Thirty (30) pages. One page is defined as One (1) side of a standard 8 ½" x 11" sheet of paper, 10-point minimum font size. Larger sheets shall be counted as Two (2) pages. Resumes and references shall not count against the maximum page requirement.

Proposals are 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 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 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

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.
- Separate Cost Proposal with estimated lump sum cost, please include a breakdown of charges anticipated.
- 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:

eric.johnson@tananachiefs.org

Deadline to receive bids:

June 18th, 2024 at 2:00 PM.