



# **TANANA CHIEFS CONFERENCE**

**REQUEST FOR PROPOSAL**

**Rural Economic Development Entrepreneur Training**

**December 26, 2024**

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**I. Introduction**

Tanana Chiefs Conference (TCC), organized as Dena’ Nena’ Henash or “Our Land Speaks,” is a sovereign tribal consortium with a board of directors consisting of 42 Tribal communities across Interior Alaska, representing 37 federally recognized tribes. TCC is an Alaska Native non-profit corporation that provides health and social services for the more than 18,000 Alaska Native people in the Interior Alaska region. TCC was formed in 1962, but its history dates back over 100 years, when tribal chiefs from throughout the region banded together to protect their Native land rights. TCC’s main office is in Fairbanks, Alaska. TCC region covers 235,000 square miles of Interior Alaska, which is equal to about 37 percent of the entire state. The region is divided into six sub-regions: Yukon Koyukuk, Yukon Tanana, Lower Yukon, Upper Kuskokwim, Yukon Flats, and Upper Tanana.

**II. Solicitation**

TCC Family Services and Support, Workforce Development invites qualified and experienced independent firms and/or entities to develop the Tanana Chiefs Conference – Rural Economic Development Entrepreneur Training course.

**III. Scope of Work**

The awarded firm will propose a small business training course that will provide critical information on business plan development, financial literacy, marketing, advertising, sales, and small business management. These small business trainings shall also provide access to technical assistance and funding sources. Through these trainings Tribes and Tribal members will gain better knowledge and understanding on small business development that will enhance their economic development planning capacity by identifying, starting, and/or expanding sustainable small businesses within their communities.

The Scope of Work shall include but not be limited to, the following:

1. Develop Small Business Training.
  - a. Conduct outreach to determine regional business needs.
  - b. Evaluate capacity for small business trainings.
2. Create an Economic Development Panel and Mentorship Program
3. Provide Technical Assistance to Rural Entrepreneurs.
  - a. Assist clients with obtaining Business Licenses and other technical procedures related to becoming an entrepreneur.
4. Facilitate Access to Funding Sources and Capital.
  - a. Work with individuals in the TCC service area to provide support while searching for funds and overcome barriers such as bad credit or insufficient credit.
5. Assist with public participation.
  - a. Administer surveys/interviews
  - b. Facilitate meetings

- c. Perform public stakeholder outreach
  - d. Interview current business owners residing and working within the TCC service area.
6. Contribute in the development of:
- a. Reports
  - b. Performance measures
  - c. Regional strengths, weaknesses, opportunities, and threats (SWOT)
  - d. Regional economic goals, objections, and priorities
  - e. Action Plan

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 service contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge of any contract document.

#### **IV. Minimum Requirements**

There are no minimum requirements for this position.

#### **V. Selection Process**

Selection will be made through a competitive process based on the most responsive bid meeting the requirements listed above.

Upon selection, proof of insurance and current business licenses are required to be provided

#### **VI. Selection Criteria**

- **Methodology:** Contractors overall approach to gather information and data. Sort information and develop curriculum – **Maximum 25 Points**
- **Experience & Qualifications:** Contractors ability and history of meeting projects with a similar scope of work and requirements – **Maximum 25 Points**
- **Understanding:** Contractors ability to clearly demonstrate an understanding of the project scope, identify pertinent issues and potential problems related to the project. – **Maximum 20 Points**
- **Project Management** – Describe the team organization, project lines of authority, duties assigned to team members, and estimated time allocation for team members. – **Maximum 15 Points**
- **Cost** – Proposed fixed-fee for all services. – **Maximum 15 Points.** A Ten percent (10%) preference (for evaluation only) to overall cost shall be applied to AN/AI owned businesses. Appendix A must be signed and submitted with proposal to receive this preference.

#### **VII. Management**

Employment & Training Coordinator, or designee, 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.

**VIII. Term of Contract**

Subject to Section 7. Termination in the Terms and Conditions, the Services shall start upon receiving a fully signed agreement (approximately February 17, 2025) and shall end September 30, 2025. TCC shall have the sole option of extending the award for up to One (1) additional fiscal year (October 1 through September 30).

**IX. Payment**

Payment shall be made no later than Thirty (30) days for undisputed services after TCC receives properly prepared invoice. A valid Tax Identification number must be provided to TCC prior to any payment being made.

**X. Schedule**

The anticipated project schedule is as follows.

Deadline to submit Proposals	January 31, 2025
Issue Notice of Intent to Award (NOITA)	February 7, 2025
Execute Contract /Notice to Proceed	February 14, 2025
Contract End Date	September 30, 2025

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

**XI. 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 retains the right to cancel this RFP at any time, or postpone the date and time for submitting proposals at any time prior to the proposal due date, if it is in TCC's best interest.

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 are to be valid for Ninety (90) days from proposal due date.

Proposals must address the evaluation criteria listed above and adhere to the following requirements. The entire proposal shall not exceed Ten (10) pages. One page is defined as One (1) sheet of standard 8 1/2" x 11" sheet of paper, 10-point minimum font size. Larger sheets shall be counted as Two (2) pages. Resumes and references should be included with your proposal, and shall not count against the maximum page requirement.

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, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
- Professional Liability insurance covering negligent acts, errors, and omissions in the performance of the professional services with policy limits 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 Three (3) years beginning from the time that work under this 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**

The Contractor is required to comply with Alaska Native and American Indian Preference in accordance with Public Law 93-638.

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

**7. Termination**

- A. 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.
  
- B. 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.

**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 having existing relationships or agreements with entities that may be averse to TCC, 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 III, Scope of Work**, 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 its principals are licensed attorneys in good standing in a state within the United States, and no 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 5, 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. 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.

**19. 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.

**20. 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.

**21. 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.

**22. Headings**

Headings in this contract are used for reading convenience only.

**23. 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.

**24. 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.

**25. Attachments**

- Appendix A – AN/AI Owned Business Form

**XII. Required Documents**

The following documents are required to be considered responsive.

- Signed proposal
- Cost Proposal

The following documents are required prior to award.

- Insurance certificate meeting or exceeding requirements
- State of Alaska Business License

Submit proposals to:

[katina.charles@tananachiefs.org](mailto:katina.charles@tananachiefs.org)

Deadline to receive proposals:

January 31, 2025 at 5:00 PM.