



**TANANA CHIEFS CONFERENCE
REQUEST FOR PROPOSAL (RFP)**

**Project Management Services
Huslia Birch Grove Water and Sewer Project
March 7, 2025**

TABLE OF CONTENTS

Contents

I.	<i>Introduction</i>	4
II.	<i>Solicitation</i>	4
III.	<i>Registration</i>	5
IV.	<i>Scope of Work</i>	5
V.	<i>Evaluation and Award Criteria</i>	7
I.	<i>Term of Contract</i>	8
III.	<i>Schedule</i>	8
IV.	<i>Terms and Conditions</i>	8
1.	<i>Standards of Performance</i>	8
2.	<i>Use of Design or Project Documents</i>	9
3.	<i>Insurance</i>	9
4.	<i>Suspension and Termination</i>	11
5.	<i>Controlling Law</i>	12
6.	<i>Successors, Assigns, and Beneficiaries</i>	12
7.	<i>Dispute Resolution</i>	13
8.	<i>Indemnification by Consultant</i>	15
9.	<i>Miscellaneous Provisions</i>	15
10.	<i>Waiver of Minor Informalities</i>	15
11.	<i>Proposals</i>	15
12.	<i>Compliance</i>	16
13.	<i>Records and Retention</i>	16
14.	<i>Privacy and Confidentiality</i>	16
15.	<i>Independent Contractor</i>	17
16.	<i>Expenses</i>	17
17.	<i>Prohibition on Subcontract and Assignment</i>	17
18.	<i>Disclosure of Potential Conflicts of Interest</i>	17
19.	<i>Contractor's Representations</i>	17
20.	<i>Debarment and Suspension Certification</i>	17
21.	<i>Equal Employment Opportunity</i>	17
22.	<i>Anti-Lobbying Certification</i>	18
23.	<i>Clean Air Act and Federal Water Pollution Control Act Certification</i>	18
24.	<i>Rights to Inventions Made Certification</i>	18

25.	<i>Counterparts</i>	18
26.	<i>Governing Law and Forum</i>	18
27.	<i>Heading</i>	18
28.	<i>Amendment and Waiver</i>	18
29.	<i>Attachments</i>	18
<i>A. Required Documents</i>		19

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

The Tanana Chiefs Conference (TCC) is currently soliciting proposals from qualified firms to provide Project Management (PM) services for the Huslia Birch Grove Water & Sewer Systems project in Huslia, Alaska, over the next three years. Partial funding for this initiative was secured through an EPA Community Change Grant, and this RFP covers only a portion of the full project scope.

Huslia is a remote village located within the Koyukuk National Wildlife Refuge in the Yukon Koyukuk Subregion. Accessible only by the Huslia Airport, it is situated on the north bank of the Koyukuk River, which remains ice-free from May through September. With no road or rail access, Huslia lies approximately 290 air miles west of Fairbanks, the nearest urban center.

The village's location in Alaska's roadless interior brings unique challenges, including extreme temperature fluctuations ranging from frigid winters, often below zero, to mild summers. These conditions demand specialized expertise in engineering and construction management to ensure the project's success.

The objective of this assessment is to ensure comprehensive project management throughout the construction phase, facilitating the provision of water and sewer services to the Birch Grove subdivision in Huslia, Alaska. The project requires an immediate start and the ability to effectively manage the challenges of an accelerated timeline.

The timeline is as follows:

Engineering Designs Completion	Fall 2025
Construction Commencement	Spring 2026
Project Completion	Summer 2027

The goal of this agreement is to enable the expansion of water main infrastructure in the Birch Grove subdivision, ensuring improved access to vital resources for the community.

III. Registration

Proposers are required to register no later than 5:00 P.M. Alaska Standard Time (AST) on March 21, 2025, 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, contact person and email.

Written Questions

All questions must be submitted by email to Cortnie Doan at the above email address prior to 5:00 P.M. AST on March 26, 2025.

The final Addendum responding to submitted questions shall be released no later than April 4, 2025.

Proposal Due

Proposals are to be submitted by email to cortnie.doan@tananachiefs.org no later than 2:00 PM, AST on Friday April 11, 2025, 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

IV. Scope of Work

A Preliminary Engineering Report from the Alaska Native Tribal Health Consortium recommends replacing the existing sewer system with community-wide septic services, considering local ground conditions and other contributing factors. Additionally, the report proposes extending a network of water mains to the Birch Grove subdivision to provide the community with improved access to these critical health benefits.

This project aims to connect households to the expanded water system and install septic systems, including provisions for newly constructed homes. The selected Project Manager will manage the Birch Grove project to identify the requirements, specifications, and facilities necessary to:

Complete the installation of the water main to the extent allowed by EPA funding, connecting Huslia's Birch Grove water line to eight (8) newly constructed homes. Install septic systems for these eight (8) new homes and implement necessary upgrades to the water treatment plant.

Project Planning and Initiation

- Develop a detailed project plan, including timelines, milestones, and resource allocation.

- Conduct kickoff participants meetings with stakeholders, engineers, and contractors. Participants in the committee may include members from the following groups: Tanana Chiefs Conference (TCC) Office of Environmental, Infrastructure Department and Facilities Department, Huslia Tribe, City, and Corporation, Alaska Native Tribal Health Consortium (ANTHC), Various Other Stakeholders, Selected Engineer Firm.
- Ensure that all required permits, licenses, and regulatory approvals are secured to fully comply with Alaska Department of Environmental Conservation (ADEC) standards and the stipulations of the grant requirements.

Team Coordination and Communication

- Serve as the primary liaison between stakeholders, contractors, and the community.
- Hold regular progress meetings and provide updates for all parties involved.
- Address and resolve any conflicts or issues that arise during the project.

Condition Assessment

- Collaborate with engineers and other team members to evaluate existing facilities and infrastructure.
- Facilitate bi-weekly committee meetings to review the findings and ensure alignment.

Budget and Financial Oversight

- Manage the project budget, ensuring cost efficiency and adherence to funding guidelines.
- Approve invoices, track expenditures, and address budget discrepancies.

Construction Oversight

- Monitor construction activities to ensure compliance with engineering designs, quality standards, and safety regulations.
- Identify and mitigate risks that may impact timelines or project outcomes.

Progress Monitoring and Reporting

- Track project milestones and ensure work remains on schedule.
- Provide detailed reports to stakeholders, summarizing progress, challenges, and solution.

Community Engagement

- Track project milestones and ensure work remains on schedule.
- Provide detailed reports to stakeholders, summarizing progress, challenges, and solutions.

Completion and Handover

- Oversee final inspections and any necessary testing of the water and sewer systems.
- Ensure all project documentation is completed and properly archived.
- Conduct a formal handover to the operating entity or stakeholders.

V. Evaluation and Award Criteria

A. Availability of Resources (20 Points)

Provide information on the resources available which indicate your capacity to begin providing project management services and to complete project on time. Indicate location of offices and current staffing by location. Identify current projects underway, staff commitments to the projects and schedule for their completion. Specifically address availability of key personnel to TCC projects. Explain how continuity of staff assignments will be maintained.

B. Key Personnel (20 Points)

Provide resumes of key personnel that will be assigned to this project. List name, title, intended role and responsibilities for the duration of the contract, educational background, number of years of relevant experience, and a description of similar projects the individual was associated with during the past five years including the type of project and project cost. Include references and contact information for the three most recent projects for each key individual. Each team member's resume shall not exceed two pages in length.

C. Experience with Facilities Construction/Renovation Work (estimated cost between \$10,000 to \$5,000,000.) (30 Points)

Provide a summary of your firm's experience with providing PM services similar to the requirements of this term contract. Highlight successful civil, mechanical, health and medical renovation / remodel and construction projects and acknowledge challenges that were encountered and overcome.

List several projects and include the project name, project scope, construction budget, design period, the owner's name, owner contact and current phone number. References will be contacted to confirm your company's record in meeting design deadlines, cost control, and commitment to customer satisfaction.

D. Management Approach (20 Points)

Describe your firm's approach to managing construction administration to meet scope, budget, and schedule. Explain how the Owner will be engaged at the beginning and throughout the Project. Describe how construction schedules would be accelerated if requested by the Owner. Describe how your team is best qualified to provide the services requested by this RFQ.

E. AN/AI Owned (10 Points)

All qualified AN/AI (Alaskan Native or Alaskan Indian) owned businesses will receive a 10-point preference. To qualify for the preference, the company must be greater than 50% owned by a member(s) of a federally recognized Alaska Native or American Indian Tribe and request the preference on the rate proposal form. TCC will make the final determination of eligibility.

	Selection Criterion	Maximum Points
A.	Availability of Resources	20
B.	Key Personnel	20
C.	Experience with Facilities Renovation Work	30
D.	Management Approach	20
E.	AN/AI Preference	10
	Total Possible Points	100

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

I. *Term of Contract*

Subject to Section XI.4. Suspension and Termination in the Terms and Conditions, the Services shall start upon receiving a fully signed agreement May 2, 2025 and shall end December 31, 2027.

II. *Payment*

Contractor shall submit properly prepared invoices. 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.

III. *Schedule*

The anticipated project schedule is as follows.

Deadline to submit Proposals	April 11, 2025
Issue Notice of Intent to Award (NOITA)	April 18, 2025
Execute Contract /Notice to Proceed	May 2, 2025
Contract End Date	December 31, 2027

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

IV. *Terms and Conditions*

1. *Standards of Performance.*

- A.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by Project Managers practicing under similar circumstances, at the same time, and in the State of Alaska.
- B.** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation, except to the extent such corrective action is

directly and solely attributable to deficiencies in Owner-furnished information.

- C. Consultant may, within the total compensation offered, employ such Subconsultants as it deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph IX.1.A, Consultant and its Subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty manufacturers, suppliers, and the publishers of technical standards.
- E. Consultant and Owner shall comply with applicable State, Federal, and Tribal Laws and Regulations, and Owner-mandated standards that Owner provides to Consultant.

2. *Use of Design or Project Documents.*

- A. Subject to the limitations set forth in this Agreement, all Design and Project Documents to be used for the upcoming Project are to be considered property of TCC, and TCC shall retain the ownership and property interest therein (including the copyright and the right of reuse at the discretion of Consultant) whether or not the Projects are completed.
- B. A party may rely on data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.
- C. When transferring Design and Project Documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such Design and Project Documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Documents' creator. For this reason, Consultant shall provide Owner with hard copies of all Design and Project Documents required to complete the services required under this Agreement.

3. *Insurance.*

- A. Consultant shall procure and maintain insurance as set forth in this Paragraph IX.3.B during the term of this Agreement. Consultant shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Consultant during the term of this Agreement. All insurance coverages required under this Agreement shall be on a "per occurrence" basis. Consultant shall deliver to Owner certificates of insurance evidencing the coverages indicated below and, upon request by Owner, shall provide copies of the insurance policy carried by Consultant for Owner's review. Such certificates shall be furnished prior to commencement of Consultant services and at renewal periods thereafter during the term of the Agreement. The

Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under this Paragraph 3.B, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurer.

- B.** Consultant shall, at its sole cost and expense, maintain the following insurance coverages until the termination of this Agreement:
1. Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence, Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.
 2. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.
 3. Workers' Compensation at statutory limits.
 4. Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) in the aggregate.
 5. Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) in the aggregate.
 6. [Add an Umbrella Insurance Policy at full policy limits if the Consultant typically carries such insurance.]
- C.** At any time, Owner may request that Consultant or its subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Paragraph IX.9.3.B. If so requested by Owner, and if commercially available, Consultant shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Paragraph IX.9.3.B will be supplemented to incorporate these requirements.
- D.** It is understood and agreed that Owner, as an intertribal consortium performing federal services under the Government Funding Agreement, is entitled to certain tort claim and other liability protections as set forth in Public Law 101-512, Section 314, as amended, and shall only maintain such insurance protection as Owner, in its sole discretion, deems

necessary to supplement such protection.

4. Suspension and Termination

A. Suspension. Owner reserves the right to suspend the Project upon Seven (7) days written notice to Consultant.

B. Termination. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon Fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph IX.4.B.1.a. if the party receiving such notice begins, within Seven (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than Fourteen (14) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such Fourteen (14) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to Thirty (30) days after the date of receipt of the notice or such additional time as may be agreed to in writing by the parties.

2. For convenience,

- a. By Owner effective upon Consultant's receipt of notice from Owner.

C. Effective date of termination. The terminating party under Paragraph IX.4.B.2 may set the effective date of termination at a time up to Thirty (30) days later than otherwise provided to allow consultant to remove personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

D. Payments upon termination.

1. In the event of termination for cause by either party:

- a. Consultant shall provide owner with all design and project documents prepared by or in the possession of consultant as of the effective date of termination.
- b. Consultant may invoice owner for all services properly performed through the effective date of termination.
- c. Owner shall pay any unpaid and undisputed invoices for all properly completed

services but may withhold any payment for services not properly rendered accordance with the terms of this agreement.

- d. Both parties shall retain the right to pursue the dispute resolution procedures authorized in Paragraph IX.7. Dispute Resolution.

2. In the event of termination for convenience by owner

- a. Consultant shall provide owner with all completed documents prepared as of the effective date of termination.
- b. Consultant may invoice owner for all services performed or furnished and all reimbursable expenses incurred with respect to authorized services properly performed through the effective date of termination. In addition, consultant may invoice owner for a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, at the rates set forth in this agreement, but in no event shall such termination costs exceed Ten (10) hours of additional compensation.
- c. Owner shall pay any unpaid and undisputed invoices.
- d. Both parties shall retain the right to pursue the dispute resolution procedures authorized in Paragraph XI.7. Dispute Resolution.

5. ***Controlling Law***

- A. Alaska state law shall be applied to resolve any dispute arising under or related to this Agreement and the Project, provided, however, that this reference to Alaska state law shall not be construed as an admission or concession by Owner that the State of Alaska or any subdivision or agency thereof has authority to promulgate laws applicable to Owner Constituent Tribal governments in connection with Consultant's activities on trust, allotment, or restricted fee lands.

6. ***Successors, Assigns, and Beneficiaries***

- A. Owner and Consultant are hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and, to the extent permitted by this Paragraph IX.6.A, the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party in respect of all covenants, agreements, and obligations of this Agreement.
- B. Consultant may not assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that are due or may become due) without the written consent of Owner, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any

duty or responsibility under this Agreement.

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner to any Subconsultant, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken by Consultant pursuant to this Agreement shall be for the sole and exclusive benefit of Owner and not for the benefit of any other party.

7. *Dispute Resolution*

- A.** Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question through informal, good faith discussions between themselves. The parties may also use mediation services if agreed to by Owner prior to invoking any means of binding dispute resolution authorized under this Agreement. However, if the parties are unable to resolve such claims, disputes, and other matters in question between themselves or through mediation, either party may submit such claim to binding arbitration in accordance with the provisions of Paragraph IX.7.B.
- B.** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to binding arbitration.
 - 1.** Such arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect or other arbitration rules mutually agreed upon. The written demand for arbitration shall be presented or mailed to the other party to this Agreement and filed with the American Arbitration Association.
 - 2.** A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
 - 3.** If a claim, dispute, or other matter in question arising out of or related to this Agreement between Owner and Consultant involves the work of a Subconsultant, or other Consultants to Owner or Consultant (each a "Joinable Party"), either Owner or Consultant may join each Joinable Party as a party to the arbitration between Owner and Consultant hereunder, and Consultant or Owner, as appropriate, shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between Owner and Consultant involving the work of such Joinable Party. Nothing in this Paragraph nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Consultant that does not otherwise exist.
 - 4.** The award rendered by the arbitrator or arbitrators shall be final and enforceable in any Alaska Superior Court having jurisdiction over the matter located in

Fairbanks, Alaska. Consultant understands and agrees that any arbitration decision, award, or judgment being sought against Owner is expressly made subject to the limitations set forth in Paragraph IX.7.C and any other limitations that may apply under the federal laws and regulations governing federally recognized Tribal governments and intertribal consortiums.

C. Sovereign Immunity

1. Owner is an intertribal consortium, that is considered an Indian tribe by federal statute, 25 U.S.C. § 5381(b), and that operates as an arm of a group of federally recognized Alaska Native tribes, which each possess sovereign immunity from suit. Nothing in this Agreement shall be construed to be a waiver of Owner's sovereign immunity, except to the limited extent necessary to permit Consultant to pursue the dispute resolution procedures authorized in this Agreement. Sovereign immunity is not waived as to any employee, Board member, or agent of Owner, and Owner hereby specifically reserves and retains its sovereign immunity and all rights and privileges pertaining thereto, except to the limited extent expressly stated in this Paragraph 7.07.
2. The sole remedy available as against Owner, following arbitration, shall be an award for payment of the amount of an approved invoice which is due the Consultant and unpaid. A judgment or award against Owner may be satisfied only from available funds which Owner has specifically budgeted for this Project and shall not exceed the amount listed in Paragraph 3.01.D. Nothing in this limited waiver of immunity shall be construed as a waiver or consent to the levy of any judgment, lien, attachment or encumbrance upon any other funds, assets, income, or real property or interest in any real property belonging to Owner, whether held in trust for the benefit of Owner by the United States, as restricted fee land or in fee simple.
3. To the extent jurisdiction obtains, this limited waiver of sovereign immunity shall be deemed a consent to the jurisdiction only of the Alaska Superior Court located in Fairbanks, Alaska.
4. This limited waiver of sovereign immunity specifically does not allow for recovery of attorneys' fees or post-judgment interest and does not extend to actions for declaratory judgment or injunctive relief.
5. The parties hereby acknowledge and agree that this Paragraph 7.07 shall also apply to any other agreements entered into by the parties during the respective terms of such agreements, and shall, whenever any application of this Contract continues beyond the termination of this Agreement, continue to apply thereto, notwithstanding any prior termination of this Agreement or any ancillary agreements between the parties. Owner specifically reserves and retains its full sovereign immunity, and all rights and privileges pertaining thereto, concerning any claims brought more than Three (3) years after date of the execution of this Agreement by Owner and Consultant.

8. Indemnification by Consultant.

- A.** To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless and hereby releases Owner, and Owner's officers, agents, consultants, and employees from and against any and all suits, claims, costs, losses, liabilities, fines, penalties, actions, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable in whole or in part to Consultant's performance of services under this Agreement.

9. Miscellaneous Provisions

- A. Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. Survival.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. Waiver.** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

10. 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.

11. 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.

12. *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.

A. Consultant shall comply with and pay all federal, state, tribal and local taxes, fees, and licenses, including sales tax, if any for which Consultant may be liable in connection with the labor and materials provided hereunder. Consultant shall also obtain, at its own cost and expense, any and all permits necessary to perform the work required under this Agreement.

13. *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.

14. *Privacy and Confidentiality.*

A. 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.

- B.** Except as may be reasonable and necessary to complete the work required under this Agreement, Consultant shall not disclose any information concerning this Agreement, the work to be performed, or any data or information pertaining to this Agreement to any third party, without first obtaining the prior written consent of Owner.

15. *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.

16. *Expenses.*

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

17. *Prohibition on Subcontract 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.

18. *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.

19. *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.

20. *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."

21. *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.”

22. *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.

23. *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.).

24. *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.

25. *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.

26. *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.

27. *Heading.*

Headings in this contract are used for reading convenience only.

28. *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.

29. *Attachments.*

- Appendix A - AN/AI Owned Business Form

- Appendix B - Site Plan

A. 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 – Required for Award
- Signed original of Appendix A – AN/AI Owned Business Form (if applicable)

Submit bids to:

Cortnie Doan, Tanana Chiefs Conference, Infrastructure Grant and Office Manager
cortnie.doan@tananachiefs.org

Deadline to receive bids:

April 11, 2025 at AST 2:00 PM.