



Tanana Chiefs Conference

REQUEST FOR PROPOSAL

LEGAL SERVICES

August 4, 2026

TABLE OF CONTENTS

Contents

I.	Introduction	4
II.	Solicitation	4
III.	Scope of Work.....	4
IV.	Evaluation and Award Criteria	7
V.	Management.....	8
VI.	Term of Contract.....	8
VIII.	Schedule	8
IX.	Terms and Conditions	8
1.	Standards of Performance.	8
2.	Use of Documents.....	9
3.	Insurance.....	9
4.	Suspension and Termination	10
5.	Controlling Law	12
6.	Successors, Assigns, and Beneficiaries	12
7.	Dispute Resolution.....	12
8.	Indemnification by Attorney.....	14
9.	Miscellaneous Provisions.....	14
10.	Waiver of Minor Informalities.	15
11.	Proposals.....	15
12.	Records and Retention.....	15
13.	Privacy and Confidentiality.	15
14.	Independent Contractor.	16
15.	Expenses.....	16
16.	Disclosure of Potential Conflicts of Interest.	16
17.	Contractor's Representations.	16
18.	Debarment and Suspension Certification.....	16

19. Governing Law and Forum.....	16
20. Heading.....	17
21. Amendment and Waiver.....	17
22. Attachments.....	17
23. Required Documents	17

I. Introduction

Tanana Chiefs Conference (“TCC”), organized as Dena’ Nena’ Henash or “Our Land Speaks,” is a sovereign tribal consortium governed by a Board of Directors representing Tribal communities across Interior Alaska. TCC is an Alaska Native nonprofit corporation serving more than 18,000 Alaska Native people in Interior Alaska through health, social services, tribal government support, advocacy, and related programs. TCC’s region covers approximately 235,000 square miles, or about 37 percent of the State of Alaska, and includes six subregions: Yukon Koyukuk, Yukon Tanana, Lower Yukon, Upper Kuskokwim, Yukon Flats, and Upper Tanana. TCC’s main office is located in Fairbanks, Alaska.

II. Solicitation

TCC is soliciting to obtain proposals from qualified and licensed firms to perform legal services as requested. Proposing firms should be ready and capable of providing staff immediately to begin. The overall goal of this will be to assist and advise TCC on legal matters as requested on matters listed in Section III. Scope of Work.

Written Questions

All questions regarding this solicitation shall be submitted in writing to Cortnie Doan at to cortnie.doan@tananachiefs.org prior to 5:00 P.M. on **August 14, 2026**.

The final Addendum responding to submitted questions shall be released no later than **August 21, 2026**.

Proposal Due

Proposals must be submitted electronically in PDF format by **2:00 PM, Friday September 4, 2026**, to cortnie.doan@tananachiefs.org. Late submissions will not be considered.

TCC has a file limit of 20 MB size limit for email.

III. Scope of Work

1. The selected firm shall provide legal services as requested and directed by TCC’s General Counsel or designee. Legal services may include, but are not limited to, the following areas:
 - A. General Legal Counsel
 - a. General legal advice to TCC leadership, departments, and programs.
 - b. Review and drafting of legal memoranda, correspondence, policies, procedures, and agreements.
 - c. Legal risk assessment and advice on organizational matters.

- B. Contracts and Procurement
 - a. Review, drafting, and negotiation of contracts, memoranda of agreement, memoranda of understanding, professional services agreements, leases, grant-related agreements, and other legal documents.
 - b. Advice regarding procurement, contracting preferences, federal grant requirements, and compliance with applicable policies and law.
- C. Tribal Governance, Tribal Law and Child Welfare
 - a. Advice regarding tribal governance, tribal court matters, tribal jurisdiction, tribal ordinances, child welfare, resolutions, codes, and intergovernmental agreements.
 - b. Support related to recognition, enforcement, and implementation of tribal court orders, where applicable.
- D. Health Care, HIPAA, and IHS-Related Matters
 - a. Advice regarding tribal health programs, Indian Health Service matters, compacting and contracting under the Indian Self-Determination and Education Assistance Act, HIPAA, 42 CFR Part 2, Medicaid, Medicare, and other healthcare-related matters.
 - b. Support regarding compliance, privacy, confidentiality, and healthcare operations.
- E. Litigation and Dispute Resolution
 - a. Representation or advice regarding litigation, administrative proceedings, appeals, investigations, enforcement matters, arbitration, mediation, and other dispute resolution processes.
 - b. TCC may require separate written authorization or engagement terms before assigning litigation matters.
- F. Employment, Labor, and Personnel Matters
 - a. Advice regarding employment law, personnel policies, investigations, ethics, disciplinary matters, workplace compliance, and related risk management issues.
- G. Regulatory, Legislative, and Administrative Matters
 - a. Advice regarding federal, state, and tribal laws, regulations, agency actions, funding requirements, administrative proceedings, and policy matters affecting TCC.
 - b. Support for TCC priorities, including tribal self-governance, public safety, healthcare funding, infrastructure, natural resources, subsistence, and other matters identified by TCC.
- H. Other Legal Services
 - a. Other legal services as assigned by TCC and agreed to by the selected firm.

2. **Flat Fee and Contingency Fee Matters.** Attorneys may provide legal advice, advocacy, or representation to TCC regarding matters pending, or that may become pending, before federal, state, or tribal legislative, regulatory, or administrative bodies.
 - A. **Flat-Fee Matters.** For services designated by TCC and Attorneys as flat-fee matters, compensation shall be paid on a monthly flat-fee basis in the amount agreed to in writing by the parties. The scope of services covered by the flat fee shall be identified in advance and may be modified only by mutual written agreement.
 - B. **Contingency-Fee Matters.** Any services performed on a contingency-fee basis must be approved in writing by TCC before work begins. The contingency fee percentage, method of calculating any recovery, treatment of costs and expenses, and any other applicable terms shall be set forth in a separate written agreement.
 - C. **Lobbying Compliance.** Attorneys shall identify any services that constitute lobbying activities under applicable federal, state, or tribal law. Attorneys shall be solely responsible for complying with all registration, reporting, disclosure, and other requirements applicable to such lobbying activities and shall provide notice to TCC of any such obligations.
3. **Hourly Work:** Attorneys shall furnish legal advice and legal services as specifically directed by TCC's General Counsel or designee with respect to matters concerning health specific matters, general legal issues and other legal matters TCC shall assign, and Attorneys shall agree to undertake. Such work shall be undertaken on an hourly basis and shall be known as Hourly Work.

Hourly Work may be undertaken on a coalition basis, in which the Attorneys perform hourly work simultaneously for TCC and other clients of the Attorneys having an identical interest in a particular matter, and where the Attorneys then divide the cost of their services pro rata among the several clients. TCC recognizes the cost-saving realized through such arrangements and encourages the Attorneys to organize such coalitions when feasible and wherever doing so does not produce any conflict of interest between Attorneys' duties to TCC and Attorneys' duties to other clients.
4. **Mutual Agreements:** TCC agrees to be completely truthful with the Attorneys, to cooperate, to keep them fully informed of developments, and to abide by the terms of this Contract. Although Attorneys will devote their full professional abilities to representing TCC within the bounds of the law and consistent with Attorneys' ethical responsibilities, Attorneys cannot guarantee a particular result or outcome in the matter for which Attorneys have been retained.

Each Proposer shall thoroughly examine the contract documents. Failure or neglect of a Proposer to receive or examine any contract document, or any part thereof, shall in no way relieve the Proposer of any obligations with respect to its proposal or any resulting contract. No claim for additional compensation shall be allowed if based upon a lack of knowledge of any contract document.

IV. Evaluation and Award Criteria

TCC is not awarding this contract based on price alone. Proposals will be evaluated based on the Offeror's demonstrated ability to successfully perform the Scope of Work and provide high-quality legal services to TCC. A total of 100 points is available. The selection criteria will include all of the following:

1. **Relevant Experience and Qualifications:** (35 Points). The Offeror shall demonstrate the qualifications, experience, and expertise of the attorneys and other personnel proposed to perform the services. Particular consideration will be given to experience representing Tribal governments, Tribal organizations, Alaska Native entities, health organizations, and other governmental or nonprofit entities, as well as experience in the practice areas identified in the Scope of Work. The Offeror shall provide resumes, biographies, and descriptions of relevant experience for all key personnel proposed to perform services under the contract. **Total Available Points: 35.**
2. **Understanding of the Scope of Work and Tribal Legal Issues** (20 Points). The Offeror shall demonstrate a clear understanding of the Scope of Work, TCC's operational environment, and the legal issues commonly affecting Tribal organizations and Alaska Native entities. Evaluation will consider the Offeror's understanding of the legal, regulatory, governance, compliance, and operational matters relevant to the requested services. **Total Available Points: 20.**
3. **Technical Approach and Service Delivery Methodology** (15 Points). The Offeror shall describe its approach for providing timely, responsive, and effective legal services. The proposal should explain how the firm will assess legal issues, gather relevant information, communicate with TCC personnel, manage projects and deadlines, and deliver practical legal advice and work product. Evaluation will consider the firm's ability to provide efficient, high-quality legal representation and counsel across the range of services contemplated by the Scope of Work. **Total Available Points: 15.**
4. **Staffing and Management Plan** (15 Points). The Offeror shall describe the firm's organizational structure, supervisory responsibilities, and assignment of personnel. The proposal should identify the lead attorney(s), supporting attorneys, and other staff who will provide services and explain how work will be staffed and supervised. Evaluation will consider whether the proposed staffing and management structure demonstrates adequate resources, clear lines of communication, accountability, continuity of service, and the capacity to meet TCC's legal service needs. **Total Available Points: 15**
5. **Cost Proposal** (15 Points). The Offeror shall submit proposed hourly rates and any alternative fee arrangements, including flat-fee or contingency-fee services, where applicable. Cost proposals will be evaluated for reasonableness, competitiveness, and overall value to TCC. For evaluation purposes only, the evaluated cost of eligible Alaska Native/American Indian-owned businesses will

be reduced by ten percent (10%). This preference will not affect the actual contract amount or rates paid under any resulting contract. To receive the preference, Offerors must complete and submit **Appendix A. Total Available Points: 15**

V. Management

Robin Brown, General Counsel with the TCC Legal 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.

VI. Term of Contract

Subject to Section IX.4. Suspension and Termination in the Terms and Conditions, the Services shall start upon receiving a fully signed agreement October 1, 2026, and shall end September 30, 2031.

VII. Payment

Contractor shall submit a 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.

VIII. Schedule

The anticipated schedule is as follows.

Question Deadline	August 14, 2026
Addendum Issued	August 21, 2026
Proposal Due	September 4, 2026 (2:00pm)
Issue Notice of Intent to Award (NOITA)	September 16, 2026
Execute Contract /Notice to Proceed	October 1, 2026
Contract End Date	September 30, 2031

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

IX. Terms and Conditions

1. Standards of Performance.

- A.** The standard of care for all professional services performed or furnished by Attorneys under this Agreement will be the care and skill ordinarily used by Attorneys licensed and practicing under similar circumstances, at the same time, and in the State of Alaska.
- B.** TCC shall not be responsible for discovering deficiencies in the technical accuracy of Attorney's services. Attorney 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 TCC-furnished information.

- C. Attorneys and TCC shall comply with applicable State, Federal, and Tribal Laws and Regulations, and TCC-mandated standards that TCC provides to Attorney.

2. Use of Documents.

- A. 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.
- B. When transferring Documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such 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, Attorneys shall provide TCC with hard copies of all Documents required to complete the services required under this Agreement.

3. Insurance.

- A. Attorney shall procure and maintain insurance as set forth in this Section during the term of this Agreement. Attorney shall cause TCC to be listed as an additional insured on any applicable general liability insurance policy carried by Attorney during the term of this Agreement. All insurance coverages required under this Agreement shall be on a "per occurrence" basis. Attorney shall deliver to TCC certificates of insurance evidencing the coverages indicated below and, upon request by TCC, shall provide copies of the insurance policy carried by Attorney for TCC's review. Such certificates shall be furnished prior to commencement of Attorney services and at renewal periods thereafter during the term of the Agreement. The Attorney 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 Section 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. Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the general liability, auto liability, workers compensation and employers liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement. Contractor, pursuant to this agreement, shall obtain an endorsement to all policies to affect this waiver.

- C. Attorney 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 Attorney 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 TCC ship, 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 accident; One Million Dollars (\$1,000,000) by disease policy limit; One Million Dollars (\$1,000,000) by disease each employee.
 5. Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) each occurrence, Two Million Dollars (\$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.
 6. Umbrella Insurance Policy If Contractor maintains Umbrella or Excess Liability insurance, such coverage shall be maintained throughout the term of the Agreement at the full limits carried by Contractor.
- D. At any time, TCC may request that Attorney, at TCC's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in this Section. If so, requested by TCC, and if commercially available, Attorney shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by TCC, and this Section will be supplemented to incorporate these requirements.

4. Suspension and Termination

- A. Suspension.** TCC reserves the right to suspend the services upon seven (7) days written notice to Attorney.
- 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 Section 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 TCC effective upon Attorney's receipt of notice from TCC.

C. Effective date of termination. The terminating party under Section 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 Attorney to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble legal materials in orderly files.

D. Payments upon termination.

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

- a. Attorney shall provide TCC with all legal documents prepared by or in the possession of Attorney as of the effective date of termination.
- b. Attorney may invoice TCC for all services properly performed through the effective date of termination.
- c. TCC shall pay any unpaid and undisputed invoices for all properly completed services but may withhold any payment for services not properly rendered in accordance with the terms of this agreement.
- d. Both parties shall retain the right to pursue the dispute resolution procedures authorized in Section IX.7. Dispute Resolution.

2. In the event of termination for convenience by TCC

- a. Attorney shall provide TCC with all completed documents prepared as of the effective date of termination.
- b. Attorney may invoice TCC 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, Attorney may

invoice TCC 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. TCC shall pay any unpaid and undisputed invoices.
- d. Both parties shall retain the right to pursue the dispute resolution procedures authorized in Section 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 Legal work performed in accordance with the Scope of Work, provided, however, that this reference to Alaska state law shall not be construed as an admission or concession by TCC that the State of Alaska or any subdivision or agency thereof has authority to promulgate laws applicable to TCC Constituent Tribal governments in connection with Attorney's activities on trust, allotment, or restricted fee lands.

6. Successors, Assigns, and Beneficiaries

- A.** TCC and Attorney are hereby bound and the partners, successors, executors, administrators, and legal representatives of TCC and Attorney (and, to the extent permitted by this Section, the assigns of TCC and Attorney) 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.** Attorney 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 TCC, 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 TCC to any Attorney, supplier, other individual or entity, or to any surety for or employee of any of them.

7. Dispute Resolution

- A.** TCC and Attorney 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 TCC 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 Section 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. 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.
2. If a claim, dispute, or other matter in question arising out of or related to this Agreement between TCC and Attorney involves the work of other Attorneys to TCC or Attorney (each a "Joinable Party"), either TCC or Attorney may join each Joinable Party as a party to the arbitration between TCC and Attorney hereunder, and Attorney or TCC, 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 TCC and Attorney involving the work of such Joinable Party. Nothing in this Section 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 TCC or Attorney that does not otherwise exist.
3. 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. Attorney understands and agrees that any arbitration decision, award, or judgment being sought against TCC is expressly made subject to the limitations set forth in Section 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. TCC 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 TCC's sovereign immunity, except to the limited extent necessary to permit Attorney to pursue the dispute resolution procedures authorized in this Agreement. Sovereign immunity is not waived as to any employee, Board member, or agent of TCC, and TCC hereby specifically reserves and retains its sovereign immunity and all rights and privileges pertaining thereto, except to the limited extent expressly stated in this Section IX.7.
2. The sole remedy available as against TCC, following arbitration, shall be an award for payment of the amount of an approved invoice which is due the Attorney and unpaid. A judgment or award against TCC may be satisfied only from available funds which TCC has specifically budgeted for this Scope of Work and shall not exceed the amount listed in any award document. 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 TCC, whether held in trust for the benefit of TCC 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 Section IX.7 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. TCC 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 TCC and Attorney.

8. Indemnification by Attorney.

- A. To the fullest extent permitted by law, Attorney shall indemnify, defend, and hold harmless and hereby releases TCC, and TCC's officers, agents, Attorneys, 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 attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the contract, provided that any such claim, cost, loss, or damage is attributable in whole or in part to Attorney'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 TCC and Attorney, 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. 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.

13. 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, Attorney 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 TCC.

14. 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.

15. Expenses.

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

16. 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.

17. Contractor's Representations.

Contractor represents and warrants that Contractor is qualified to perform the Scope of Services outlined in **Section III**, and has obtained all professional licenses, business licenses, permits, or governmental approvals necessary for performance of the Services.

18. 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."

19. 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.

20. Heading.

Headings in this contract are used for reading convenience only.

21. 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.

22. Attachments.

- Appendix A – AN/AI Owned Business Form
- Appendix B- Proposed Professional Service Agreement

23. 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, 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 proposals to:

cortnie.doan@tananachiefs.org

Deadline to receive bids:

September 4, 2026, at 2:00 PM.