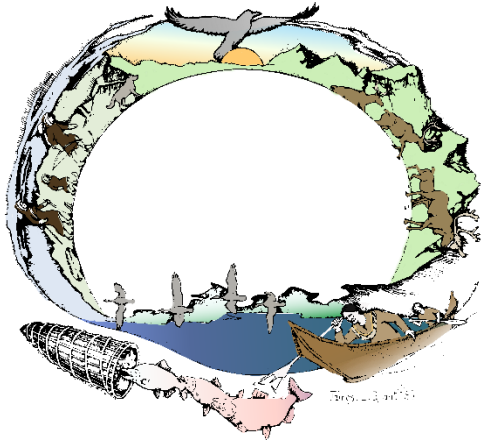




Tanana Chiefs Conference

Rampart Clinic

REQUEST FOR PROPOSALS

FOR

GENERAL CONTRACTOR SERVICES

July 16, 2026

I. Solicitation

Tanana Chiefs Conference (TCC) is soliciting proposals, including bids, from interested General Contractors to construct a new health clinic in Rampart, AK. The project is scheduled to begin in Summer 2026 with substantial completion anticipated by December 31, 2027.

Registration

To be eligible to submit a proposal for this Project, Proposers must formally register with TCC by emailing Corey Richardson (corey.richardson@tananachiefs.org) no later than **4:00 pm** Alaska time on **Friday, August 7, 2026**. Include firm name, address, telephone, and name and email address of contact person.

Questions

All questions relating to the content of the RFP must be submitted via email and received by Corey Richardson (corey.richardson@tananachiefs.org) no later than **4:00 pm** Alaska time on **Friday, August 7, 2026** to allow necessary changes to be published and distributed to all interested parties. In the event it becomes necessary to revise any part of this RFP, addenda will be issued. TCC reserves the right to postpone the date and time for receipt of proposals at any time prior to the time announced.

Questions must be entered and submitted on the "Contractor Questions.XLXS" spreadsheet in Appendix B for review by Owner and Designer of Record.

Batching questions and sending at regular intervals is highly recommended for review efficiency and continuity.

Questions not provided through "Contractor Questions.XLXS" spreadsheet will not be reviewed.

Proposal Submission Deadline

Proposal package must be received by TCC no later than **4:00pm** Alaska time on **Friday, August 21, 2026** and emailed to the following address and subject:

To: Corey Richardson (corey.richardson@tananachiefs.org)
Subject: Rampart Clinic – [Insert Firm's Name] Proposal

Requesting a delivery receipt and read receipt to email is recommended.
Files greater than 20MB may be transmitted via cloud-based file sharing service.

II. Solicitation Schedule & Documents

The following is the anticipated schedule for the General Contractor selection process. All dates are approximate and contingent upon the completion of previous activities.

Request for Proposals Issue:	July 16, 2026
Deadline for Registration & Questions:	August 7, 2026 (4:00 pm)
Issue Addendum 01 & Sample Contracts:	August 12, 2026
Proposals Due:	August 21, 2026 (4:00 pm)
Selection Committee Evaluation & Scoring	September 1, 2026

<u>Appendix</u>	<u>Contents</u>
A	Fixed Price Proposal Forms
B	Contractor Questions Form
C	Standard Form Agreement, General Conditions, Insurance and Bonds
D	Specifications
E	Drawings
F	Geotechnical Data

III. Project Overview

Project Team

Owner:..... Rampart Village Council
 Owner's Representative Tanana Chiefs Conference
 Project Manager: Corey Richardson
 Designer of Record:..... Design Alaska

Project Delivery

Method: Design-Bid-Build

Project Site and Local Resources

The Rampart Clinic will be positioned to the northwest of the intersection of 5th Avenue and E Street in Rampart, AK 99767. Approximate GPS coordinates are 65.5033, -150.17053.

Rampart Village Council has local resources that will be made available to the selected General Contractor. These include:

- Equipment and Operators
- Gravel for Structural Fill
- Temporary Electric at Job Site
- Fuel
- Housing
- Labor

For rates and additional information, contact rvc.irr@gmail.com. Material staging outside of the project boundaries will be provided at Rampart Village Council's discretion. Inquiries into off-site storage can be made to Rampart Village Council at rvc.irr@gmail.com.

OpenSpace reality capture of existing clinic can be viewed at the following link:

<https://openspace.ai/external/org/HQVZKe3qQNGebimaiJbZrQ/site/DrHnuUztRMu7iW307iDMBw>

Project Schedule

Approximate schedule for execution of project is as follows:

Issue Evaluation Results to Proposers	September 4, 2026
Issue Notice to Proceed (no later than)	September 11, 2026
Pre-Construction Meeting	TBD
Substantial Completion	December 31, 2027
Project Completion (no later than)	January 31, 2028

IV. Additional Project Information and Requirements

A. Form of Contract

The General Contractor selected for the project will be expected to execute contract documents prepared by the Owner, which will be circulated to registered Proposers following the deadline for registration set forth above. Proposers are expected to carefully review the contract documents and advise the Owner if any terms or conditions of the contract documents are objectionable. If any provisions are objectionable, the Proposer must provide alternative terms and conditions in redline/strikeout format that are acceptable to the Proposer as an attachment to their Part II Price Proposal. The Owner reserves the right to reject any proposal that fails to indicate that the Proposer is willing to execute the Owner's contract documents or fails to propose terms and conditions for the contract that are acceptable to the Owner.

The Owner is constructing the project with funds received pursuant to the Owner's self-determination compact with the Indian Health Service, which was entered into under the authority of Title V of the Indian Self-Determination and Education Assistance Act (ISDEAA), P.L. 93-638, 25 U.S.C. §§ 5361 et seq. Development of the project must comply with all terms and conditions applicable to ISDEAA-funded projects. Proposers are advised to carefully review the federal funding requirements enumerated in the contract documents once the contract documents are made available for review. In particular, Proposers are advised that the selected General Contractor will be required to pay prevailing wage rates in accordance with the Davis-Bacon Act, 40 U.S.C. §§ 3141–3148; and pay wages not less than once a week. Prevailing wage rates applicable to this project are attached hereto as Appendix C.

B. Alaska License Requirements

Any General Contractor submitting a proposal for this project is required to have a Contractor's license from the State of Alaska. No proposal will be considered that does not carry the state license number on the Fixed Price Proposal Form. Furthermore, by submitting a proposal, each Proposer represents and warrants that it and its subcontractors are not parties listed on the governmentwide exclusions in the System for Award Management (SAM) or debarred, suspended, or placed in ineligibility status under the provisions of Alaska Statute 36.30.

C. Insurance and Bonding Requirements

Reference Appendix C, Insurance and Bonds as Revised by the Owner for specifics pertaining to insurance and bonding.

D. Alaska Native/American Indian (AN/AI) Hire Preference

TCC endeavors for its projects to contribute to the growth and development of Alaska Native community we serve. Therefore, providing employment to AN/AI individuals during the project is required. The successful General Contractor and its subcontractor firms are required to employ AN/AI workers in sufficient numbers to equal, at minimum, 25% of the project's total workload hours. The project's total workload is defined as the sum of prime contractor and subcontractor hours reported between mobilization and substantial completion.

The General Contractor will have sole discretion over the extent of AN/AI employment required of its subcontractors as long as a minimum 25% of the project's total workload hours can be reported to AN/AI. However, TCC encourages that local labor be sought first to meet the AN/AI requirement.

E. Permits

A Full Plan Review will have been conducted by the Alaska State Department of Public Safety for conformity with the State Fire Safety Regulations prior to the Selection Committee Evaluation & Scoring date. Upon approval, the approval certificate shall be posted in a conspicuous location on the premises during construction and shall remain posted until construction is complete. The certificate can be obtained from the Owner's Project Manager or Prime Design Consultant.

F. Prevailing Wage

The General Contractor shall pay all laborers and mechanics Davis-Bacon prevailing wages to fulfill project funding requirements in 42 CFR § 137.379.

G. Medical Equipment

Medical Equipment shall be a mix of Owner Furnished - Owner Installed (OFOI) and Owner Furnished - Contractor Installed (OFCI). Dental equipment shall be Contractor Furnished – Contractor Installed (CFCI). Medical equipment listed and shown on the drawings is to be relocated from the existing Rampart Clinic positioned below the new building site to the new clinic. For bid purposes Proposers will include costs in their bid to relocate all the existing medical equipment, including heavy items such as exam tables (300lbs) and Pick-Point Machine (800lbs). The General Contractor will also be responsible for installing wall-mounted items throughout the facility, including but not limited to, hand sanitizers, soap dispensers, glove boxes, otoscopes, whiteboards, paper towel dispensers, emesis bag holders, sharps containers, and other equipment indicated on the drawings.

H. Project Management Information System (PMIS)

The Owner will provide the General Contractor access to Procore project management suite for this contract. The General Contractor will perform all administration functions of the contract within the PMIS. The General Contractor will be expected to implement and collaborate on the platform for all essential general condition functions.

I. Reality Capture

The General Contractor will be responsible for providing OpenSpace captures weekly during construction. Hardware and web-based software platform will be provided by the Owner. The General Contractor will be responsible for replacement of hardware in the event it is damaged, destroyed, or stolen.

J. Payment for Stored Materials and Equipment

The maximum allowable payment for materials and equipment not on-site is fifty percent (50%) of the scheduled value of the material or equipment without any other costs such as labor or shipping. Receipts must be provided in the Contractor's pay application for payment to be considered. The Owner reserves the right to inspect and/or reject any request for payment for off-site stored materials and equipment.

K. Excess Materials

Excess on-site materials purchased for the project by the General Contractor and paid for by the Owner are the property of the Owner and will be the Owner's to assume possession of at the time of Final Completion.

L. Road Maintenance

The General Contractor shall be responsible for road maintenance along construction-related haul routes within Rampart. Road damage shall be repaired as it is identified, and not solely at the conclusion of the haul activities. Repairs shall address rutting, reduction in road elevations and other deleterious impacts to road embankments. Repairs may include but will not necessarily be limited to providing new gravel fill, grading and compacting roads.

M. Temporary Utilities

The expense of temporary power, water and waste sanitation for the construction of the project shall be borne by the General Contractor. Contact Rampart Village Council at rvc.irr@gmail.com for details on water, sewer connection, and electrical service to domiciles in Rampart and surrounding area.

N. Staging and Storage

The project site can be used for staging materials and equipment. The General Contractor shall limit staging of materials and equipment to extents of project site unless other arrangements are made with local resources.

Protection of stored materials on Rampart Village Council property against theft or damage is the sole responsibility of the General Contractor. The General Contractor will be liable for any personal injury arising from or related to handling of materials stored on Rampart Village Council property by General Contractor employees or subcontractors.

V. Selection Process & Proposal Content

The contract will be awarded to the Proposer who submits the highest scoring combination of Part I Technical Proposal and Part II - Fixed Price Proposal, as scored by a Selection Committee consisting of individuals from TCC and Rampart Village Council.

A. Evaluation Criteria**PART I — TECHNICAL PROPOSAL – 200 Points**

The Technical Proposal criteria consist of four (4) sub-categories:

- Relevant Experience – 80 Points
- Financial History – 30 Points
- Philosophy and Methodology – 40 Points
- Management and Proposed Project Staff – 50 Points

1. Relevant Experience - Contracts of Similar Size & Complexity - 80 Points

Proposals will be evaluated on how well they demonstrate the organization has the experience and institutional expertise to perform the services required for the Project. Consideration will be given as to how effectively and successfully the organization has executed past projects. Consideration will also be given to

Proposers with experience relevant to the type and use of the Project. Joint Venture Proposers should address their joint and individual experience and expertise. A detailed description of the information requested for evaluation is as follows:

- a. Entity Information:
 - i. Company or Joint Venture members' names, address, Alaska Business License, and Contractor's License
 - ii. Home office and branch office locations
 - iii. Designated individual to be primary point of contact concerning this Project, including location, address, email, and phone number(s) for individual
- b. Experience: Provide a listing, in reverse chronological order (most recent to oldest) in a chart or matrix format of your Company or Joint Venture members completed building construction projects of \$2,000,000.00 or more in construction value during the last five years. Proposers may also list projects under \$2,000,000.00 demonstrating experience with similar projects, but they will be evaluated proportionately against larger projects weighing difference in scope and value. Projects closer in scope to this project will be given greater weight during the scoring of this criterion.
- c. Projects completed by the individual firms of a Joint Venture may not be evaluated equally with projects completed by the Joint Venture. Information on these projects should include the following:
 - i. Owner's name, contact individual and current phone number
 - ii. Architect/Engineer's (A/E) name, contact individual and current phone number
 - iii. Location of the project, completion date, and if completed by a Joint Venture, whether the Joint Venture or a Joint Venture member was the construction manager or general contractor for the project
 - iv. A brief description of the project and scope of construction - specifically identify projects with similar scopes of work as the proposed Project; describe successes encountered on the project, any adversity encountered, and how it was navigated
 - v. Original contract amount, final contract amount, and total amount of change orders
 - vi. Originally scheduled and final completion dates, record of on-time completion
 - vii. Value of each claim litigated or arbitrated and the outcome of each
 - viii. Indicate which of the proposed firms and project staff were involved in each contract
- d. List history of defaults, lawsuits, or arbitrated claims by or against the Proposer and or Joint Venture member's initiated during the last seven years, including case name, location, and case number or citation.
- e. Provide a list of recent experiences with Fixed Price/Lump Sum construction contracts and identify any prior experience with tribal construction projects or federal, state or municipal construction projects. Include the information in reverse chronological order (most recent to oldest) in a chart or matrix format and include both the original bid price and the final cost of the work and an

explanation of any difference.

- f. Provide evidence of successful past performance managing mechanical and electrical contractors on comparable projects.
- g. The Owner reserves the right to investigate referenced projects, contact references and research other projects the Proposer has worked on. For each project referenced clearly identify any unresolved changes, claims and lawsuits, assessments of liquidated damages, insurance claims, and explain in detail the alleged basis of any litigation or lawsuit and the results, including settlement amount, if settled.

2. Financial History and Capabilities – 30 Points

The Proposer will be evaluated on its financial condition, bonding capabilities, insurance, and safety record. A detailed description of the information requested for evaluation is as follows:

- a. History and Capabilities:
 - i. Provide information about your Company's or Joint Venture members' annual volume of work, with dollar amounts
 - ii. Provide Surety letter issued on your behalf from your Surety company, addressed to the TCC, signed and dated within the last 90 days, with power of attorney attached, including single and aggregate bonding capacity, and a breakdown of contractor's tiered bonding rate
 - iii. Provide a company-wide organization chart
 - iv. Identify your Company's or Joint Venture's strengths as well as any special capabilities
- b. Safety and Insurance:
 - i. Indicate if your Company or Joint Venture is insured or self-insured for workers' compensation
 - ii. Provide your annual workers' compensation experience modifications for the last three years
 - iii. Summarize your Company's and/or the Joint Venture's members' liability claims history for the last three years, indicating number and type of claims, claims litigation results (including settlement amount), and total costs paid.

3. Philosophy and Methodology – 40 Points

- c. Philosophy: The proposal should outline the Proposer's philosophy for running a successful project. The response should be oriented towards non-technical aspects of a project and include relationships with owners, architect/engineers, and subcontractors.
- d. Construction Services Phase: Describe how your team will interact with the Architect and Project Management staff during the construction services phase. The response should consider, but not be limited to, how major tasks should be carried out; what services or assistance will be expected of the Owner, the Architect and the Project Manager. Proposers may suggest alternatives to the Owner's project management plans, if they perceive any inefficiencies or cost-escalating factors. Identify any unique qualifications your firm has that will ensure

a successful Project, such as the availability of specialized equipment or unique approaches or concepts your firm has other firms cannot offer. Identify the type of work that may be self-performed and your philosophy for self-performing or subcontracting out the work. Include general information on how subcontractors will be selected, including the elements of a prequalification process. Include a preliminary construction schedule that clearly demonstrates an understanding of the targeted occupancy date and identifies distinct or unique approaches to completing the project.

- e. Construction Schedule: Provide a proposed construction schedule with sufficient detail to determine the likelihood of meeting the Owner's desired completion date of December 31, 2027.

4. Management and Proposed Project Staff – 50 Points

- a. Management: Describe the administrative and operational structures that will be used to perform the Project.
 - i. Who will have overall responsibility for overall performance?
 - ii. Who will have direct responsibility for specific disciplines?
 - iii. What will the lines of authority be?
 - iv. What is the appropriate staff size for peak efficiency?

A graphic depiction is preferred in your response to this criterion. Additionally, the Owner may want to inspect work products in progress and have a close ongoing working relationship with your project staff. If a Joint Venture relationship is proposed, clearly identify which company has overall responsibility and delineate the responsibilities of each firm. Explain how the various contract services will be performed and how communications will be maintained between your project staff, subcontractors, the Owner, the Architect/Project Manager and any relevant government agencies and the public.

- b. Proposed Project Staff: The Proposer will be evaluated on its ability to demonstrate the individuals assigned to the Project have the experience and expertise to perform the construction services required for a successful project. The Proposer should provide sufficient information to demonstrate the proposed staff have a clear understanding of the tasks involved for construction services. A detailed description of the information requested is as follows:
 - i. Provide a proposed Project organizational chart for construction services provided identifying the relationships among the key' personnel
 - ii. Specifically address the experience of the proposed Project Manager and Project Superintendent on projects of similar size and complexity
 - iii. Describe the named personnel's experience with the construction of hospitals, health clinics, and similar facilities
 - iv. Describe personnel's strengths and experience managing large and small facility/building construction projects
 - v. Describe personnel's project experience in more remote Alaska regions
 - vi. Demonstrate your firm's ability to commit these personnel to this Project

Provide the names of all key personnel and the functions assigned to each for the following: Project Manager (single point-of-contact directly engaged in contract performance), Project Superintendent, Quality Control Officer, Project

Administration/Timekeeper, Project Engineer, Cost Estimator, Scheduler, and Project Safety Coordinator.

- c. Client Referrals: List at least three (3) client reference, with current contact persons, email addresses and telephone numbers for each person.
- d. Workload and Resources: Discuss current and potential time commitments of your proposed project staff to other clients of your firm, including the following:
 - i. Demonstrate adequate support personnel, facilities, and other resources to provide the services required
 - ii. Provide a list of current contracts in which your proposed project staff are participating
 - iii. Include all contracts statewide with any public institutions or agencies
 - iv. Briefly address capabilities for providing additional services or services under an accelerated schedule
- e. Alaska Natives/Local Resident Workforce Plan: Describe, in detail, how you will use the local Alaska Native Work Force for this Project. Credit will be given to those firms who offer mentorship programs to train local Alaska Native workforce.

PART II— PRICE PROPOSAL

1. Price Proposal (Required Format) – 200 Points

Lump Sum/Fixed Price for General Contractor Construction Services

Proposers must propose a Fixed Price Proposal for construction services. The Lump Sum price shall include a breakdown of the costs across all disciplines. The Lump Sum is intended to be the total amount charged to Owner, unless the Owner approves Change Orders or expands the scope of the work. The Lump Sum/Fixed Price amount shall include all costs needed to complete the Project successfully. The Price Proposal must include any corporate overhead costs, salaries and other compensation, travel and training for the key personnel assigned to the Project.

Any proposed cost-saving and/or efficiency improvements should be included in the Price Proposal as an attachment to bid form. Cost saving or alternative means and methods proposed will not be used in evaluating Proposer's price. Cost saving items may be considered by Owner in execution of contract with selected Proposer.

The successful Proposer will be paid under a Lump Sum/Fixed Price Agreement. Reference Appendix C.

Evaluation Example

Technical Proposal Points Example: Each Proposers' technical scores will be averaged to calculate the Proposers Final Technical Proposal points. For example, if the scores assigned by the individual committee member were: 176.5, 177.5, 182.0, 185.0, and 180.0, the mean average score for the Technical Proposal would be 180.2. A Proposer's Technical Proposal must achieve a minimum Final Technical Proposal Points score of 140 points to proceed to the Price Proposal Evaluation Phase. The proposal with the highest average Technical Proposal score will be

awarded the maximum points of 200. The score for the remaining proposals will be ranked using the following formula:

(200 X Technical Score)/Highest Technical Score = Final Technical Proposal Points

Example:

Proposer A

Total Technical Points for Proposer A:	180.0
Technical Proposal Points (200 X 180)/180	200.0

Proposer B

Total Technical Points for Proposer B:	160.0
Technical Proposal Points (200 X 160)/180	177.8

Proposer C

Total Technical Points for Proposer C:	175.0
Technical Proposal Points (200 X 175)/180	194.4

Price Proposal Points Example: Proposers shall carefully and realistically consider their price proposals.

Consistent with federal law, the Owner's procurement policy provides a preference to all Alaska Native/American Indian Owned enterprises. Thus, for the purpose of selection, Native preference will be applied to a bidder's base bid for evaluation purposes only, in accordance with TCC policy and TCC Resolution 2026-25, as amended, as follows:

(a) In-Region Native Preference - A contractor qualifying for the in-region Native preference will receive a ten percent (10%) reduction in its total bid price for evaluation purposes only. To qualify for this preference, the bidder must be majority-owned (more than 50% ownership interest) by one or more TCC-region tribal members or by a TCC-region village corporation. The qualifying ownership interest must exceed 50% at the time the bid is submitted.

(b) Alaska Native Preference - A contractor qualifying for the Alaska Native preference but not qualifying for the in-region preference described in subsection (a), will receive a five percent (5%) reduction in its total bid price for evaluation purposes only. To qualify for this preference, the bidder must be majority-owned (more than 50% ownership interest) by one or more Alaska Native tribal members or by an Alaska Native village corporation. The qualifying ownership interest must exceed 50% at the time the bid is submitted.

As specified in 25 U.S.C. § 1452, an Alaska Native/American Indian-owned economic enterprise is any commercial, industrial, or business activity established or organized for the purpose of profit, and which enterprise is at least 51% owned, controlled, and actively managed in its entirety by an Alaska Native or an American Indian Owner or ANCSA corporations, and their subsidiaries.

Preference Evaluation Example:**Proposer A**

Base Bid for Proposer A:	\$1,000,000.00
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In-region Native Corp, 10% preference	\$900,000.00
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Evaluated Bid = Base Bid x 0.90 =

Proposer B

Base Bid Proposer B:	\$1,000,000.00
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Alaska Native Corp, 5% preference	\$950,000.00
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Evaluated Bid = Base Bid x 0.95 =

Proposer C

Base Bid Proposer C:	\$1,000,000.00
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Non-Native Corp, 0% preference,	\$1,000,000.00
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Evaluated Bid = Base Bid x 1.00 =

The proposal with the lowest Evaluated Bid after adjustment for allowable preferences will get the maximum points (200). The score for the remaining proposals will be calculated using the following formula:

$$(\text{Lowest Evaluated Bid} \times 200) / \text{Evaluated Bid} = \text{Price Proposal Points}$$

Price Proposal Example:**Proposer A**

Evaluated Bid for Proposer A:	\$900,000.00
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Price Points (\$900,000.00 X 200) / \$900,000.00	200.0
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Proposer B

Evaluated Bid Proposer B:	\$950,000.00
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Price Points (\$900,000.00 X 200) / \$950,000.00	189.5
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Proposer C

Evaluated Bid Proposer C:	\$1,000,000.00
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Price Points (\$900,000.00 X 200) / \$1,000,000.00	180.0
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B. Proposal Content & Format

Proposals should respond directly to the evaluation criteria for this project. Clarity and brevity are encouraged. Limit submittals as follows:

Technical Proposal

Cover Letter	2 pages maximum
Response to Qualification Criteria	20 pages maximum
Resumes	2 pages maximum each
Project Schedule	
Surety Letter	
Workers Comp Experience Modifications Data	
Alaska Business License	
Alaska Contractor License	
Proof of Insurance	

Price Proposal

Fixed Price Proposal Form
Identification of Business Organization and AN/AI Ownership Form
Sample Agreement with Contractor Redlines (if Applicable)

VI. Instructions to Proposers**A. Examination of Site**

Each Proposer shall thoroughly examine and be familiar with the project site and its improvements. Submission of a proposal shall constitute an acknowledgment upon which the Owner may rely that the Proposer has thoroughly examined and is familiar with the project site and its improvements, both as to surface and subsurface conditions and that it waives any claim for any discrepancy between the site and its improvements and the contract documents. The failure or neglect of a Proposer to fully familiarize itself with the project site shall in no way relieve it from any obligations with respect to its proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of the project site and its improvements.

B. Interpretations

No oral interpretations will be made to any Proposer as to the meaning of any of the contract documents. Every request shall be made in writing by the date listed in the Solicitation Schedule. Every interpretation made to Proposers shall be in the form of a written addendum which, if issued, will be emailed only to registered Proposers. The receipt of all addenda must be acknowledged on the Fixed Price Proposal Form. All such addenda shall become part of the contract documents.

C. Calculation of Bids

Bids shall include all labor, material, subcontractors, equipment, and all other expenses required to execute the scope of work described in this RFP, and the materials included in the Appendices to this RFP, except as may be otherwise expressly provided in the contract documents. If there is a difference between the price bid in words and price bid in figures for the same Fixed Price Proposal, the words shall be the amount bid.

D. Completeness of Proposals

Each Proposer shall fully complete the Fixed Price Proposal Form. Failure to do so may result in the proposal being rejected as not responsive.

Each proposal shall include specific acknowledgment of receipt of all addenda issued during the bidding period. Failure to do so will result in the proposal being rejected as not responsive.

Proposers are encouraged to verify the Addenda published prior to submitting their proposal.

Additional technical data furnished by a Proposer but not required by this RFP or the contract documents, may at the Owner's option be considered a part of the proposal to the extent that it is supplementary to, is consistent with and not contrary to the contract documents in the opinion of the architect/engineer.

E. Alterations in Proposals

Except as otherwise provided herein, proposals which are conditional in any way, or which contain erasures or interlineations not authenticated as provided herein, or which contain items not called for, items not in conformity with applicable laws, changes, additions, recapitulations, alternative bids, or any modifications of the Fixed Price Proposal Form may be considered at the option of the Owner as not responsive. Erasures, interlineations or other corrections shall be authenticated by affixing in the margin immediately opposite the correction, the handwritten initials of each person executing the proposal.

F. Execution of Proposals

If a proposal is made by a partnership, it shall be executed in the partnership name, followed by the handwritten signature of a partner authorized to execute the proposal for the partnership. If a proposal is made by a corporation, it shall be executed in the name of the corporation, followed by the handwritten signature of an officer authorized to execute the proposal for the corporation, and the printed or typewritten designation of the office he holds in the corporation.

G. Submission of Proposals

It is the sole responsibility of each Proposer to deliver its proposal at the address, location, or email described in Section I and prior to the time for submitting proposals last announced to Proposers. Any proposal received after the time last announced for submitting proposals may be retained by the Owner or returned to the Proposer, but such proposal shall be considered not responsive.

H. Modification of Proposals

A modification of a proposal already received will be considered only if the modification is received prior to the time last announced for receipt of proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Telephonic, telegraphic, or telepathic modifications will not be considered.

I. Withdrawal of Proposals

Each proposal shall constitute an offer to the Owner as outlined therein and shall be irrevocable after the time last announced for submitting proposals. Any Proposer may withdraw its proposal by giving written notice at the place such proposals are to be received and at any time prior to the time last announced for submitting proposals. After the time last announced for submitting proposals and until execution of the contract, no Proposer will be permitted to withdraw its

proposal unless such execution is delayed due to acts of the Owner, for a period exceeding sixty (60) days after the time last announced for submitting proposals.

J. Evaluation of Proposals

The Owner expressly reserves the right to waive minor irregularities or informalities in any or all proposals without cause and to not award the 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 a negligible effect on price, quantity, quality, delivery or contractual conditions and can be waived or corrected without prejudice to the other offerors.

K. Rejection of Proposals

The Owner reserves the right to reject any or all proposals without cause. Without limiting the generality of the foregoing, the Owner may reject any proposal which is incomplete, not responsive, obscure or irregular, any proposal which omits to price any one (1) or more required item, any proposal which omits unit prices from the bid if unit prices are required, any proposal in which unit prices are unbalanced in the opinion of the Owner or Owner's Project Manager, and any proposal from a Proposer which has previously failed to perform satisfactorily or to complete on time construction of any nature.

L. Acceptance of Proposals

Within sixty (60) days after the time last announced for submitting proposals, the Owner may act either to accept a proposal or to reject all proposals. Failure of the Owner to accept a proposal within the said time, or such additional time as the apparent winning Proposer shall agree to extend its proposal, shall constitute rejection of all proposals, subject to the above paragraph entitled "Evaluation of Proposals".

The acceptance of a proposal will be evidenced by a notice of acceptance of proposal in writing by the Owner and delivered to the Proposer whose proposal is accepted, in the manner provided for written notices. No other action or notice shall obligate the Proposer whose proposal is accepted to furnish a performance and payment bond, insurance certificate or insurance policies, and execute the contract.

If any Proposer whose proposal is accepted fails, neglects or refuses to furnish performance and payment bond, insurance certificate or insurance policies, firm-fixed-price breakdown or other documents as specified in the RFP documents and execute the contract as herein provided, such Proposer shall not be the winning Proposer. The Owner may then select the next highest scoring Proposer and deliver a notice of acceptance of proposal to such Proposer.

VII. Other

Any costs incurred in responding to this request are at the bidder's sole risk and will not be reimbursed by TCC. This RFP does not in any way commit TCC to reimburse recipients of this RFP for any of the costs of preparing and submitting a proposal for these services. Furthermore, this RFP does not obligate TCC to accept or contract for any services expressed or implied.

TCC reserves the right to: (1) Modify or otherwise alter any or all of the requirements herein. In the event of any modifications, all registered Proposers will be given an equal opportunity to modify their proposals in the specific areas that are requested. (2) Reject any proposal not adhering to any and all requirements set forth in this RFP. (3) Reject any or all responses received. TCC reserves the right to terminate this RFP at any time.

TCC reserves the right to waive informalities, and to make a selection as deemed in its own or the Owner's best interest. TCC reserves the right to reject any and/or all proposals which they deem to be not in the best interests of the Owner or to utilize an entirely different process.

All proposals and other materials become the property of TCC and may be returned only at the option of TCC.

END OF RFP