



TANANA CHIEFS CONFERENCE

REQUEST FOR PROPOSAL

Utility and Telecommunications/Broadband Legal Assistance

April 22, 2024

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I. Introduction

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

TCC has received over \$200 million dollars to date of grant funds to build and support energy and telecommunications and broadband projects in remote Interior Alaska. Funds include grants from the Environmental Protection Agency (EPA) and the US Department of Energy (DOE) to build out community scale solar projects to supplant diesel generators as TCC promotes better energy efficiency, reliability and independence for Tribes in remote villages in Interior Alaska. TCC has also received Two (2) US Department of Agriculture (USDA) ReConnect grants and a National Telecommunications and Information Administration (NTIA) grant to build a fiber broadband network to remote villages along the Yukon River. In addition, TCC has applied for a grant from the EPA that would provide for the construction of a Seventy-Five (75) mile electrical intertie transmission line.

II. Solicitation

TCC is soliciting to obtain proposals from qualified law firms to retain a legal team specializing in utility services, specifically energy producing services, telecommunication, broadband services, and related tax issues. Proposing law firms should be ready and capable to partner with TCC's Legal Division immediately upon award as projects are currently under way.

Questions regarding this solicitation shall be emailed to Olivia Karns at olivia.karns@tananachiefs.org. All questions must be submitted no later than 5 p.m. AKDT on April 29, 2024. The final Addendum responding to questions shall be released no later than close of business on May 3, 2024. Proposals should be submitted no later than 2 p.m. AKDT on May 13, 2024.

III. Scope of Work

TCC is looking for a law firm to partner with it in-house counsel to provide legal advice and support regarding energy services, telecommunication/broadband regulatory issues, Federal Energy Regulatory Commission (FERC) requirements,

related tax issues, budget and construction issues, grant/contract review and negotiations, as well as other issues related to the grant awards. TCC Legal is also looking for legal assistance regarding the evaluation and/or implementation of any new business entities needed for these grants under TCC's non-profit Tribal status, or independent of TCC's organizational structure.

Each bidder shall thoroughly examine the attached service contract documents. The failure or neglect of a bidder to receive or examine any contract document or any part thereof shall in no way relieve it from any obligations with respect to its quote or to the service contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge of any contract document.

IV. Evaluation and Award Criteria

TCC is not awarding this contract based on price alone. The selection criteria will include all of the following:

1. **Experience:** The skill, experience, and training of the specified persons who will be performing the services requested. Resumes to be included for all staff that will perform tasks for this project Total available points for this: **35 Points.**
2. **Understanding:** Has the offeror clearly demonstrated an understanding of the project scope, identified pertinent issues and potential problems related to the project. Total available points: **20 Points.**
3. **Methodology:** How comprehensive is the methodology being used and does it depict a logical approach to fulfilling the requirement of this RFP? Total available points: **15 Points.**
4. **Management Plan:** Does the management plan support the project requirements and depict clear lines of communication and accountability of all tasks. Total available points: **20 Points.**
5. **Cost:** 10% preference (in evaluation only) shall be given to AN/AI owned businesses Appendix A must be signed and submitted to receive preference. Total available points: **10 Points.**

V. Management

Robin Brown, TCC General Counsel 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 7. Termination in the Terms and Conditions, the Services shall start upon receiving a fully signed agreement (approximately June 1, 2024) and shall end September 30, 2027, with the option to renew as agreed upon by the two parties, but not to exceed a total of five (5) years.

VII. Payment

Contractor shall submit a properly prepared invoice. Payment shall be made no later than thirty (30) days after TCC determines that the Scope of Services agreed upon is being adhered to, satisfactory progress made, and Contractor has furnished TCC with Contractors Tax ID number and all required documents.

VIII. Schedule

The anticipated project schedule is as follows.

Deadline to submit Proposals	May 13, 2024
Issue Notice of Intent to Award (NOITA)	May 17, 2024
Execute Contract /Notice to Proceed	June 1, 2024
Contract End Date	September 30, 2027*

*TCC end of fiscal year.

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

IX. Terms and Conditions

1. Waiver of Minor Informalities.

TCC expressly reserves the right to waive minor informalities, negotiate changes or reject any and all quotes and to not award the proposed contract, if in its best interest. "Minor informalities" means matters of form rather than substance which are evident from the submittal or are insignificant matters that have negligible effect on price, quantity, quality, delivery or contractual conditions and can be waived or corrected without prejudice to the other Proposers.

2. Proposals

TCC reserves the right to accept or reject any and all proposals. Proposals must be signed (electronic signatures are acceptable) and dated in order to be valid. Proposals are to be valid for Ninety (90) days from solicitation due date.

TCC will not pay any cost associated with the preparation, submittal, or presentation of any proposal.

3. Insurance and Indemnification by Contractor

Before starting performance of the Services, the Contractor will provide to TCC proof of all required insurance in connection with the Services or for the type of work, including workers' compensation insurance, in amounts acceptable to TCC. Except for claims arising out of acts caused by the sole negligence of TCC or its employees, the Contractor shall indemnify and hold harmless TCC, its employees, agents, officers, and directors for any claims arising out of an act or omission of any nature whatsoever of the Contractor, or its employees, causing damage to any person or property in performance of this contract. Required limits are listed below:

- Commercial general liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- Automobile insurance with limits of no less than \$1,000,000 combined single limit coverage; and
- Worker's Compensation insurance as required by the State of Alaska, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
- Professional Liability insurance covering negligent acts, errors, and omissions in the performance of the professional services with policy limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.
- Waiver of Subrogation. Contractor waives all rights against TCC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the above policies maintained pursuant to this agreement. Contractor shall obtain an endorsement to the above policies to affect this waiver.

4. Native Hire

If this contract involves a federal program or if the State of Alaska is acting under congressional delegation of federal trust authority the Contractor will provide employment preference for Native Americans in activities under this contract under Public Law 93-638 and other applicable laws.

5. Compliance

Contractor agrees to comply with all applicable federal and state laws, orders and regulations including, but not limited to Executive Order 11246 as amended, and the regulations at 41 CFR 60-1 through 60-60, and 36 United States Code (USC) §2012, the Vietnam Era Veterans Readjustment Assistance Act of 1974, and §503 of the Rehabilitation Act of 1973, as amended, and the requirements listed at 41 CFR 60-741, the BETS-100 reporting requirement listed at 41 CFR 60-250.10, and any applicable criminal history or background check requirements.

6. Records and Retention

Contractor will provide TCC, the Comptroller General of the United States, and any federal or state grantor agency that contributed any portion of the contract funding, access to any books, documents, papers, and records of Contractor related to the contract for the purpose of making audits, examinations, excerpts and

transcriptions. Contractor agrees to maintain all such records for at least Seven (7) years from the date when final contract payment is made by TCC to the Contractor.

7. Termination

- a. Either Party may terminate this Contract upon thirty (30) days' prior written notice to the other Party. TCC may terminate this Contract immediately for a breach, non-performance, material non-compliance, lack of insurance coverage, or convenience. TCC may, at its option, provide Contractor with an opportunity to correct a breach or violation of this Contract in lieu of termination. Any such correction must occur within thirty (30) days after TCC provides notice of the cause and its intent to terminate, unless TCC determines that additional time for correction is appropriate under the circumstances.
- b. If TCC terminates this Contract because of breach, non-performance, or material non-compliance or Contractor terminates this Contract for a reason other than a breach by TCC, Contractor shall be liable to TCC for damages equal to the difference between the Contract price and cost to TCC to complete the work. If TCC terminates this Contract without cause, Contractor shall be paid for the percentage of total work under the Contract satisfactorily completed, less advances.

8. Privacy and Confidentiality

TCC is required to safeguard the privacy of its clients and to protect their rights to confidentiality. Federal or state privacy or confidentiality laws and regulations protect certain information including a client's identity or presence for purposes of treatment. Contractor is responsible to apprise itself of and abide by the provisions of all federal or state laws and regulations that may apply including, but not necessarily limited to, the Alcohol and Other Drug Confidentiality Rule, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act Privacy Rule, 45 CFR Sections 160 and 164, and to preserve and safeguard the privacy and confidentiality of TCC clients. Contractor shall not disclose the identity of any TCC client or share any information or observations regarding any TCC client. Contractor shall keep confidential all information about any TCC employee learned in connection with this contract or performance of the Services. Contractor shall hold all information made available by TCC to Contractor in strict confidence. If Contractor has any questions regarding matters of privacy or confidentiality, Contractor is to contact the TCC contract manager.

9. Independent Contractor

Contractor is an independent contractor, not an employee of TCC. Contractor shall possess a valid, current Alaska business license and City of Fairbanks business license, if applicable, and such other permits and licenses required to perform the work required by this contract. Contractor is solely responsible for all taxes,

employee withholdings, workers' compensation insurance, and unemployment insurance.

10. Expenses

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

11. Prohibition on Subcontracting and Assignment

Contractor agrees not to subcontract to any extent the Services without the prior consent of TCC. Neither party may assign its rights, interests, or obligations under this contract without the prior consent of the other party.

12. Disclosure of Potential Conflicts of Interest

Before signing this contract, Contractor agrees to disclose to the TCC contract manager any relationship that may be a potential conflict of interest related to the performance of the Services. A potential conflict of interest includes, but is not limited to, Contractor having existing relationships or agreements with entities that may be averse to TCC, Contractor being related within the third degree of blood relationship to an employee of TCC, Contractor having an existing financial interest with TCC, or Contractor having an existing financial interest with any person involved in the signing of this contract. By signing this contract, Contractor represents and warrants that it has made all required disclosures to TCC. Any breach of this Section will be considered a material breach of this contract.

13. Contractor's Representations

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

14. Debarment and Suspension Certification

Contractor certifies that its principals are licensed attorneys in good standing in a state within the United States, and no principals are listed on the Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."

15. Equal Employment Opportunity

Subject to Section 5, Contractor will comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

16. Anti-Lobbying Certification

(This provision applies if the contract amount exceeds \$100,000). Contractor agrees that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, grant, or any other award covered by 31 USC §1352.

17. Clean Air Act and Federal Water Pollution Control Act Certification

(This provision may apply if the contract amount exceeds \$100,000). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC §1251 et seq.).

18. Severability

If any provision of this contract is held invalid, such provision is ineffective only to the extent prohibited or invalidated by law, without invalidating the remaining provisions of this contract.

19. Complete Contract

This contract, together with any attachments or other documents expressly referenced, comprises the complete agreement between the parties and supersedes any prior understandings, contracts or representations by or between the parties.

20. Counterparts. This Contract may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same instrument.

21. Governing Law and Forum

The internal law of the State of Alaska, without regard to conflicts of laws principles, governs the construction, validity, interpretation, and performance of this contract. Any claim under this contract shall be filed in the courts of the State of Alaska, Fourth Judicial Organization at Fairbanks.

22. Headings

Headings in this contract are used for reading convenience only.

23. Amendment and Waiver

This contract may not be amended or waived except by a writing signed by both parties. No course of dealing will amend or waive any part of this contract.

24. Notices

All notices, demands and other communications to be given under this contract will be in writing and will be deemed to have been given when personally delivered or Three (3) days after being mailed by first class mail, or when receipt is acknowledged if sent by fax or other electronic transmission. Notices, demands, and communications will, unless another address is specified in writing, be sent to the respective addresses indicated on award documents.

25. Attachments

- Appendix A – AN/AI Owned Business Form
- TCC’s List of Grantees for purposes of conflict checks.
- TCC’s Service Contract

X. Required Documents

The following documents are required to be considered responsive.

- Signed proposal
- Cost Proposal (or proposed Law Firm Engagement Letter)
- Resume(s) for proposed staff responsible for work being performed
- A list of references from past clients for similar work
- Insurance certificate meeting or exceeding requirements
- State of Alaska Business License
- Signed original of Appendix A – AN/AI Owned Business Form (if applicable)

Submit bids to:

olivia.karns@tananachiefs.org
robin.brown@tananachiefs.org

Deadline to receive proposals:

May 13, 2024 at 2 p.m.