

Tlingit & Haida Tribal Development - Request for Proposal (RFP) # 23010

Issue Date: August 30, 2023

2023 Comprehensive Economic Development Strategy (CEDS)

The Central Council of the Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) is soliciting proposals as indicated in Appendix C - Scope of Work, Appendix D - Bid Schedule and Appendix E - Specifications.

IMPORTANT NOTICE: If you received this solicitation from an email notice, you must register with Tlingit & Haida to receive notification of subsequent amendments to the solicitation. Failure to register may result in the rejection of your bid. It is the bidder's responsibility to ensure they have received all addenda affecting this RFP. To register, email Procurement@tlingitandhaida.gov with subject line: RFP #23010 Registration.

BIDDER'S NOTICE: By signature on this form, the bidder certifies they comply with the following:

- (1) The bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this RFP. If the bidder possesses a valid Alaska business license, the license number must be written below.
- (2) The price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:

Myrna Gardner
Procurement Officer
5750 Concrete Way
Juneau, AK 99801
Phone: 907.463.8036

Email: procurement@tlingitandhaida.gov

Company Submitting Bid

Company Alaska Business License Number

Authorized Signature

Federal Tax ID Number

Printed Name

- | YES | NO | QUESTION |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Does your business qualify for Tlingit & Haida tribal citizen-owned bidder preference? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does your business qualify for other Alaska Native / American Indian (AN/AI) bidder preference? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is your business classified as a woman-owned business? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is your business classified as a small business? |

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

Tlingit and Haida(T&H) is soliciting bids to purchase services as indicated in Appendix C - Scope of Work, Appendix D - Bid Schedule, and Appendix E - Specifications.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than the time and date indicated in the RFP Schedule, Sec. 1.13, at which time they will be opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

Minimum prior experience, if applicable, is indicated in the attached Specifications. A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

SEC. 1.04 REQUEST FOR PROPOSAL (RFP) REVIEW

Bidders shall carefully review this RFP for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the RFP should be made in writing and received by the procurement officer at least ten days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

Procurement Officer Myrna Gardner Phone 907-463-7719

SEC. 1.06 SITE INSPECTION

N/A.

SEC. 1.07 SUBMITTING BIDS

Bids must be emailed as follows:

EMAIL: procurement@tlingitandhaida.gov

Request for Quote (RFP) Number: **23010**
SUBJECT LINE: **BID RFP #23010 – CEDS**

It is the bidder's responsibility to contact the issuing division at **907-463-8036** to confirm that the bid has been received. T&H nor T&H is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 BID FORMS

Bidders shall use the front page of this RFP and any other forms identified in this RFP for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the RFP.

Bidders shall complete the Contractor's Qualification Statement questionnaire.

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. all terms and conditions set out in this RFP;
- B. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- C. that the bid will remain open and valid for at least 30 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the tribe reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by T&H or T&H or formerly employed by the T&H or T&H within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.09 PRICES

N/A

SEC. 1.10 AMENDMENTS TO BIDS

N/A

SEC. 1.12 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were notified of the RFP and to Planholders who have registered with procurement at procurement@tlingitandhaida.gov

SEC. 1.13 RFP SCHEDULE

The RFP schedule set out herein represents the T&H's best estimate of the schedule that will be followed. If an Activity of this schedule is changed, the schedule may be adjusted. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		08/30/2023
Deadline for Comments/Questions	2:00 PM	09/18/2023
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	09/22/2023

This RFP does not, by itself, obligate T&H. T&H's obligation will commence when the contract is approved by T&H. Upon written notice to the contractor, T&H may set a different starting date for the contract. T&H will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by T&H.

SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the RFP. Material terms are those that could affect the price, quantity, quality, or

delivery. Also included as material terms are those which are clearly identified in the RFP and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award until the time of completion and acceptance of work, no later than June 1, 2024.

SEC. 2.02 CONTRACT LANGUAGE

Attached to this RFP is the Tribe's standard contract (Appendix E) which should be carefully reviewed by proposers, as it is the form of agreement that the Tribe intends that the selected Consultant sign in the event of acceptance of its proposal.

SEC. 2.03 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the T&H Tribal Development Manager.

SEC. 2.04 CONTRACT EXTENSION

A month-to-month extension may only be executed by the procurement officer via a written contract amendment. Refer to Appendix A, A.15.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the T&H will provide the contractor with a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the procurement officer has secured the required T&H approvals necessary for the amendment and issued a written contract amendment.

SEC. 2.06 SUB-SUBCONTRACTORS

Sub sub-contractors will not be allowed.

SEC. 2.07 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be virtual and possibly on-site. It will be determined between the contractor and Tlingit & Haida.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and shall be performed in Juneau, Alaska.

SEC. 2.08 RIGHT TO INSPECT PLACE OF BUSINESS

N/A.

SEC. 2.09 SCOPE OF WORK AND SPECIFICATIONS

Tlingit and Haida(T&H) is soliciting bids to purchase services as indicated in Appendix C - Scope of Work, Appendix D - Bid Schedule and Appendix E - Standard Service Agreement.

SEC. 2.10 F.O.B. POINT

N/A

SEC. 2.11 SHIPPING DAMAGE

N/A.

SEC. 2.12 DELIVERY TIME

The Scope of Work indicates the desired delivery date.

SEC. 2.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

N/A.

SEC. 2.14 CONTINUING OBLIGATION OF CONTRACTOR

Refer to Appendix A, A.17.

SEC. 2.15 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend T&H from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify T&H for a claim of, or liability for, the independent negligence of T&H. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of T&H, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “T&H”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the procurement division’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 2.16 INSURANCE

N/A

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

Invoices must be billed to the ordering division's address shown on the individual Purchase Order, Contract Award or Delivery Order. T&H will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to T&H.

Invoices are to be submitted electronically to:

Tlingit and Haida Account Payable

THAP@tlingitandhaida.gov

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After proposal opening, Tlingit and Haida will evaluate the proposals for responsiveness.

SEC. 4.02 APPLICATION OF PREFERENCES

Tlingit and Haida has an Indian Preference Policy. The policy is

1. Tribal Preference

(a) In the acquisition of goods and services, preference shall be afforded to businesses owned by Tribal citizens or other Native American Tribal citizens Indians who have the ability to provide/deliver the necessary quality and quantity of goods or services within the required time frame(s).

(b) Goods and services to be acquired shall, when practical, be specified in sufficient detail to make price the deciding factor in the selection of the successful bidder. Agents of Central Council shall advise all prospective

bidders of the bidding preference policy, as follows:

(1) Preference shall be given first to businesses 100% owned by Central Council Tribal Citizens members; second to businesses 51% or more owned by Central Council Tribal Citizens member; and third to other Native American Tribal Citizens Indian owned businesses residing within the Tribe's general service area.

(2) Central Council shall award contracts under preference to a qualified business when its bid is responsive to all other conditions and does not exceed the lowest bid by the following percentages, when the

lowest bid is:

(A) Ranges from \$0 to \$10,000: 10%

(B) Ranges from \$10,001 to \$50,000: 7%

(C) Ranges from \$50,001 to \$100,000: 5%

(D) More than \$100,001: 2%

(E) Small and minority businesses, women's business enterprises firms should be used when possible.

(F) Central Council will not afford a preference to businesses with a poor record of performance.

SEC. 4.11 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder and in accordance with T&H Preference policy.

SEC. 4.12 NOTICE OF INTENT TO AWARD

After the responses to this proposals have been opened and evaluated a notice of Award will be emailed to the successful offeror. Bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer *does so without a contract and at their own risk.*

SECTION 5. APPENDICES

APPENDIX A - GENERAL CONDITIONS

A.1 SUITABLE MATERIALS, ETC.

N/A

A.2 DISPUTES

N/A

A.3 DEFAULT

In case of default by the contractor, for any reason whatsoever, T&H may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

A.4 NO ASSIGNMENT OR DELEGATION

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Contracting Officer.

A.5 NO ADDITIONAL WORK OR MATERIAL

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Contracting Officer.

A.6 INDEPENDENT CONTRACTOR

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of T&H in the performance of this contract.

A.7 PAYMENT OF TAXES

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by T&H under this contract.

A.8 COMPLIANCE

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

A.9 CONFLICTING PROVISIONS

Unless specifically amended and approved by the Tlingit & Haida Legal Counsel, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the Tribes sovereign immunity, (2) impose indemnification obligations on T&H, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

A.10 OFFICIALS NOT TO BENEFIT

Contractors must comply with all applicable tribal and/or federal laws regulating ethical conduct of officers and employees.

A.11 CONTRACT PRICES

Contract prices for commodities must be in U.S. funds.

A.12 FORCE MAJEURE

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

A.13 CONTRACT EXTENSION

Unless otherwise provided, T&H and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

A.14 SEVERABILITY

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

A.15 CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

A.16 GOVERNING LAW; FORUM SELECTION

The validity, interpretation and performance of this Agreement shall be governed by: first, the law of the Central Council of Tlingit and Haida Indian Tribes of Alaska, including traditional tribal law and tribal common law; second, federal law, including federal statutory and common law; and third, in the absence of applicable tribal and federal law, the laws of the State of Alaska, provided, however, that references to the laws of the State of Alaska shall not be construed as an admission or concession by Grantee that the State of Alaska or any subdivision or agency thereof has authority to promulgate laws applicable to Grantee.

APPENDIX B – SOVEREIGN IMMUNITY

Central Council of Tlingit and Haida Indian Tribes of is a federally recognized Indian tribe and, as such, possess sovereign immunity. Neither this Agreement nor any provision in this Agreement is intended to be, shall be deemed to be or may be construed as a waiver of sovereign immunity. Nothing in this Agreement may be construed to constitute the agreement of either party to suit in the courts of the State of Alaska.

DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION – 2 CFR 200.214; Executive Orders 12549 and 12689 [Applicable to all federally assisted contracts which exceed \$25,000]

Instructions for Certification:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor and lower tier participants knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the T&H may pursue available remedies, including suspension and/or debarment.
2. The prospective contractor and lower tier participants shall provide immediate written notice to the T&H if at any time the prospective contractor and lower tier participants learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders [12549](#) and 12689. You may contact the T&H for assistance in obtaining a copy of those regulations.
4. The prospective contractor and lower tier participants agrees by submitting this bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the T&H.
5. The prospective contractor and lower tier participants further agrees by submitting this bid or proposal that it will require the language of this certification be included in all subcontracts and all lower tier participants shall certify compliance with this requirement.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the T&H may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction

- (1) The prospective contractor and lower tier participants certifies, by submission of this bid or proposal, that neither it nor its "principals" is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or division.
- (2) When the prospective contractor and lower tier participants is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 2 CFR 180 apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date:

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING - 31 USC 1352

[Applicable to all federally assisted contracts and to all related subcontracts which exceed \$100,000]

A bidder must submit to the T&H the below certification with its bid response for any federally assisted contract that exceeds \$100,000. Bids that are not accompanied by a completed certification may be rejected as nonresponsive.

1. The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal division, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal division, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and **submit Standard Form-LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions.
2. The undersigned also agrees that he or she shall require that the language of this certification be **included in all lower tier subcontracts, which exceed \$100,000** and that all such recipients shall certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

End of Federal Assurances

APPENDIX C – SCOPE OF WORK

Scope of Work

Central Council of the Tlingit and Haida Indian Tribes of Alaska

1. Develop the Comprehensive Economic Development Strategy (CEDS) for the Central Council of the Tlingit and Haida Indian Tribes of Alaska which is designed to guide the country's economic growth according to Title 13 CFR Part 303.
 - a. Creation and retention of high-quality jobs.
 - b. Diversification of the economy
 - c. Workforce investment and mitigation of the low-skilled labor force to high-skilled or specialized trade fields.
 - d. Financing of the economic infrastructures that would solidify economic prosperity and growth.

The categories listed above directly support the top priorities of the T&H Tribal CEDS which more specifically are Tourism, Infrastructure Development, Workforce Development, Regional Recreation & Retail, Housing, Food Security, Land Acquisition and Cultural Wellness Programs.

2. Collect regional economic data:
 - a. Determine local economic conditions and activity such as, but not limited to employment, demographics, and existing industry data.
 - b. Data will be collected from information through a variety of sources, which may include surveys, one-on-one interviews, focus groups and open public input.
 - i. Solicit participation from local municipalities, tribal governments, ANC corporations and community members.
3. Perform a market analysis identifying the most likely economic opportunities available to the community, as well as those opportunities that have significant community drivers. Analysis may include some form of location quotient, cluster or share shift analysis.
4. Perform regional SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis identify regional and local assets, gaps, and weaknesses:
 - a. Economic problems and constraints for consideration include:
 - i. Federal laws, policies and regulations.
 - ii. Land and Labor availability.
 - iii. Limited public facilities and services.
 - iv. Identify outside competition or internal issues that hinder regional and local economic development.
 - v. Cultural Values and Wellness
 - b. Identify economic opportunities.
 - i. Exploration of current businesses.
 - ii. Tourism- Development (Cultural Heritage Center or lodging with indigenous theme and restaurant)

- iii. Land Acquisitions
 - iv. e-Commerce
 - v. Small Business Development
 - vi. Food Security
 - 1. Fish processing, hunting, greenhouses, and other maritime development efforts
 - vii. Other natural resources
 - viii. New opportunities that result in competitive advantages
- 5. Realign and demonstrate compatibility with previous efforts
 - a. Identify key economic clusters in region
 - b. Consolidate other master plans and workforce investment strategies
 - c. Analyze past, present, and projected future economic development plans.
- 6. Economic Resilience: Establishing economic resilience in a local or regional economy requires the ability to anticipate risk, evaluate how that risk can impact key economic assets, and build a responsive capacity.
- 7. Develop the economic strategies and implementations plans for achieving CEDS goals in coordination with Tribal Development Manager:
 - a. Review prior goals achieved.
 - b. Develop strategies, plans, resource needs, and tasks for:
 - i. Promoting economic development and opportunity.
 - ii. Creating housing
 - iii. Developing transportation access
 - iv. Enhancing and protecting the environment
 - v. Workforce development with other regional workforce development strategies
 - vi. Promoting the use of technology in economic development
 - vii. Providing services to the community
 - viii. Obtaining funds and resources for CEDS implementation.
- 8. Develop the Strategic Direction/Action Plan
 - a. Develop the vision statement and goals/objectives.
 - b. Conceptualize the implementation of the goals and objectives.
 - c. Identify priority activities that can be successful.
 - d.
- 9. Evaluation:
 - a. Develop performance measures that will gauge the progress.
 - b. Perform ongoing process evaluation of progress toward meeting project goals.
 - c. Hold regular community meetings to solicit input.
- 10. Develop CEDS in coordination with tribal community and the region:
 - a. Draft initial CEDS including - regional economic data; results of SWOT analysis; goals and objectives; CEDS participants, projects and jobs; prioritized projects and funding sources; plan of action; performance measures to evaluate development and implementation of the CEDS.

- b. Evaluate Draft CEDS incorporating community input and assessing for and addressing gaps, challenges, and limitations.
 - c. Prepare Final CEDS.
- 11. Meetings. All 18 southeast Alaska communities should have input. Tlingit & Haida anticipates one on-site meeting with a consultant in Juneau Alaska and maybe one in Ketchikan Alaska. All other meetings will be hybrid town halls and virtual.

APPENDIX D – QUOTE SCHEDULE

Item No.	Item Description	Quote
1	All work identified in the Scope of Work.	
2	Travel (Business class, Federal Per Diem rate for Alaska)	
	Total Price \$	

CONTRACTOR INFORMATION

SUBMITTED BY:

(Insert name and address below.)

SUBMITTED TO:

*Central Council Tlingit and
Haida Indian Tribes of Alaska
PO Box 25500
Juneau AK 99801*

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor’s Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization’s Authorized Representative Signature

Date

Printed Name and Title

A.1 Identify three subcontractor or other trade references: (Insert name, organization, and contact information)

Name, Organization

Contact Information

Name, Organization

Contact Information

Name, Organization

Contact Information

APPENDIX E –STANDARD SERVICE AGREEMENT

CENTRAL COUNCIL OF TLINGIT AND HAIDA INDIAN TRIBES OF ALASKA

STANDARD SERVICE AGREEMENT

This Agreement (“Agreement”), is entered into the ____ day of _____, 20__ (“Effective Date”), by and between the Central Council of Tlingit and Haida Indian Tribes of Alaska (“Tlingit & Haida”) [Address] and [Name Of Contractor] (“Contractor”) [Address] (individually, “Party” and collectively, “the Parties”).

Indicate below whether Contractor is a small, minority owned or women owned business.

<input type="checkbox"/>	Small business	<input type="checkbox"/>	Tribal Citizen owned business	<input type="checkbox"/>	Minority owned business	<input type="checkbox"/>	Women owned business
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Recitals:

WHEREAS, Tlingit & Haida desires to contract for the provision of services to [Purpose of Service Agreement];

WHEREAS, the Contractor has represented that it is capable of providing the necessary contractual services desired by Tlingit & Haida;

NOW THEREFORE: in consideration of the mutual promises of the parties contained in this Agreement and described below, the Parties agree as follows:

1. GENERAL.

A. SCOPE OF WORK. Contractor agrees to provide the following services:

The Consultant shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Consultant will diligently proceed with the Scope of Services and will provide such services in a timely manner.

1. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

- a) Except as noted in Appendix A, the Consultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.
- b) All of the services required hereunder will be performed by the Consultant or under its supervision.
- c) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Contract Administrator.
- d) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

B. LOCATION OF WORK. Juneau Alaska

2. **Schedule.** Contractor shall provide services on the following schedule:

[Insert Schedule]

3. **TERM.** The Term of this Agreement begins on [DATE] and terminates on [DATE], unless extended by written agreement of the Parties.

4. **Compensation.**

A. Tlingit & Haida agrees to compensate Contractor for the services provided under this Agreement, as follows:

[DESCRIBE COMPENSATION]

B. Payment shall be made upon Tlingit & Haida's approval of Contractor's monthly invoices. Contractor's invoices must detail the work performed during the preceding month and estimate the percentage of work accomplished to date.

Please send all invoices to contracts@tlingitandhaida.gov for processing. Central Council shall make payment to Contractor at the address specified above.

Budget code for payment XXXX-XX-XX-XXXX.

Standard terms

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

- A. For cause, by Tlingit & Haida upon 5 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party;
- B. For convenience, by Tlingit & Haida upon Contractor's receipt of notice from Tlingit & Haida. Convenience shall include but is not limited to circumstances under which Tlingit & Haida's federal funding is not appropriated, is rescinded or otherwise taken away. In the event of termination for convenience, the Contractor shall be compensated for work performed prior to the termination date, including reimbursable expenses then due.

6. **DISPUTES.** The Parties agree to enter into good faith negotiations, consistent with Southeast Traditional Tribal Values, to resolve any disputes that arise out of or relate to this Agreement. If disputes cannot be settled through good faith negotiation, any claims or actions arising from or related to this Agreement shall be brought in accordance with the provisions of Section 14, Governing Law, subject to the provisions of Section 13, Sovereign Immunity.

7. **AMENDMENT.** The terms of this Agreement may be modified or amended only upon the signed, written agreement of both parties.

8. **NOTICES.** Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address listed on page one (1) of this Agreement and given personally, by registered or certified mail postage prepaid, by a commercial courier service or by electronic mail. All notices shall be effective upon the date of [Mailing].

9. **SUCCESSORS AND ASSIGNS.** Tlingit & Haida and the Contractor each binds itself, its partners, successors, assigns and representatives to the other party to this Agreement and to the partners, successors, assigns and representatives of such other party with respect to all

covenants, agreements, and obligations of this Agreement. The Contractor shall not assign, sublet or transfer any interest in this Agreement or obligation hereunder without the written consent of Tlingit & Haida.

10. EMPLOYEES AND CONSULTANTS.

A. The work required under this Agreement will be performed by the Contractor, its employees, subcontractors and consultants. The Contractor shall have the sole right to designate which of its employees shall perform the services required to be performed under this Agreement.

B. Tlingit & Haida retains the right to approve or reject the use of any subcontractor or sub-consultant. The Contractor will notify Tlingit & Haida in writing of the Contractor's intent to employ a sub-consultant. Tlingit & Haida shall notify the Contractor within ten (10) day(s) if it rejects the proposed employment. Otherwise, the Contractor shall proceed with the employment of the sub-consultant as proposed.

11. INDEPENDENT CONTRACTOR. The parties intend that in performance of services pursuant to this Agreement, Contractor shall act at all times as an independent contractor and not as an employee of Tlingit & Haida. Nothing in this Agreement is intended to create an employer-employee relationship between Tlingit & Haida and Contractor or any of Contractor's employees, officers, owners or agents. Contractor will be solely and entirely responsible for his acts and those of his agents, employees, and sub-Contractors and none of said persons shall be considered employees of Tlingit & Haida for any purpose.

12. INDEMNIFICATION. Contractor agrees to defend, indemnify and hold harmless Tlingit & Haida for any claims, causes of action or liability resulting from the negligence or other acts of Contractor or its employees arising from or relating to the performance of this Agreement.

13. SOVEREIGN IMMUNITY. The Central Council of Tlingit and Haida Indian Tribes of Alaska is a federally recognized Indian tribe and as such possesses sovereign immunity. Neither this Agreement nor any provision in this Agreement is intended to be, shall be deemed to be or may be construed as a waiver of Tlingit & Haida's sovereign immunity. Nothing in this Agreement may be construed to constitute the agreement of Tlingit & Haida to suit in the courts of the State of Alaska.

14. GOVERNING LAW. The validity, interpretation and performance of this Agreement shall be governed by: first, the law of the Central Council of Tlingit and Haida Indian Tribes of Alaska, including traditional tribal law and tribal common law; second, federal law, including federal statutory and common law; and third, in the absence of applicable tribal and federal law, the laws of the State of Alaska, provided, however, that references to the laws of the State of Alaska shall not be construed as an admission or concession by Tlingit & Haida that the State of Alaska or any subdivision or agency thereof has authority to promulgate laws applicable to Tlingit & Haida.

15. 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 the parties, who agree that the Agreement shall be amended to replace the 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.

16. 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.

17. INTEGRATION. This Agreement represents the entire integrated agreement between Tlingit & Haida and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Tlingit & Haida and the Contractor.

18. RECORDS ACCESS. As stipulated in the requirements set forth by 2 CFR § 200.336: Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of Tlingit & Haida which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Tlingit & Haida's personnel for the purpose of interview and discussion related to such documents.

19. INTANGIBLE/INTELLECTUAL PROPERTY

A. Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in Tlingit & Haida. The Contractor shall transfer such title to Tlingit & Haida. Tlingit & Haida must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

B. Tlingit & Haida may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so (unless restricted by Tlingit & Haida in the grant agreement).

C. Tlingit & Haida is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

D. The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. (unless restricted by Tlingit & Haida in the grant agreement).

20. MISCELLANEOUS PROVISIONS. In addition to other provisions required by the Federal agency or Tlingit & Haida, all contracts made by Tlingit & Haida under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council ("Councils") as authorized by 41 U.S.C. 1908, shall include administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor.”

(C) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. Tlingit & Haida shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Tlingit & Haida shall report all suspected or reported violations to the Federal awarding agency. The contracts shall also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Tlingit & Haida shall report all suspected or reported violations to the Federal awarding agency.

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by Tlingit & Haida in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) shall not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used 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 obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(I) Pursuant to 2 CFR §200.322 Procurement of recovered materials. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the Effective Date of which is indicated on page one (1).

**CENTRAL COUNCIL OF TLINGIT AND
HAIDA INDIAN TRIBES OF ALASKA**

CONTRACTOR

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Tax ID # 92-0036505

Tax ID, Business License or SSN#

PLEASE NOTE: AS 23.20.265 prohibits an employer which contracts with a contractor or subcontractor from making any payment to that contractor or subcontractor for a debt due until the contractor or subcontractor has paid any Employment Security taxes due for personal services performed by individuals employed by the contractor or subcontractor arising out of the contract or subcontract.

Billing Coding _____