KAWERAK, INC.
REQUEST FOR PROPOSALS
Kawerak Energy Program
Community Services Division

FINANCIAL ANALYSIS – REGIONAL ENERGY ENTITY

JULY 21, 2026

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Addenda

A. Draft, Kawerak Standard Professional Services Contract

I. Solicitation:

Kawerak, Inc., (Kawerak) a tribal consortium and non-profit corporation in Nome, Alaska, is soliciting proposals to perform all duties for a FINANCIAL ANALYSIS – REGIONAL ENERGY ENTITY. The selected responder will be available to perform the scope of work as provided in the attached draft contract provided herein.

II. Proposals:

To be considered, Responders must deliver proposals to the address below, on or before the deadline, and in the number of copies indicated below.

Deadline: Proposals will be accepted until August 31, 2026 at 05:00 pm Alaska Daylight Time (AKDT).

Address Emailed Responses To: Kawerak Energy Program, Attention Kayla Bourdon, klbourdon@kawerak.org; cc: atoerdal@kawerak.org P.O. Box 948, Nome, Alaska, 99762.

Mark Proposals as Follows, in the email subject line: **"Financial Analysis – Regional Energy Entity Proposal – Kawerak Energy Program"**

Required Number of Copies: Submit one (1) copies of the proposal package, in PDF format.

Proposal Format: Proposals should only address the evaluation criteria listed herein. Proposals should adhere to the following criteria.

Cover Letter:	1 page maximum, that includes an acknowledgement of all addenda
Narrative:	10 pages maximum
Resumes:	2 pages maximum (each)

One page is defined as one side of a standard 8 ½" x 11" sheet of paper.

III. Project Information:

The Contractor will be responsible for completing a Financial Analysis which investigates the feasibility of creating a Regional Energy Entity in the Bering Strait Region, including the following tasks:

- Conduct comprehensive financial assessments and reports of participating local fuel businesses to evaluate economic viability, operational sustainability, long-term financial health.

- Explore regionalized strategies to financial management, accounting, reporting, facility ownership, and administrative functions to improve efficiency and reduce operational costs.
- Analyze fuel pricing structures, cost recovery practices, revenue streams, and expense trends to identify opportunities for improved financial performance.
- Assess business operations, financial management practices, and reporting systems to determine strengths, risks, and capacity-building needs.
- Evaluate adequacy of reserves, maintenance funds, and capital improvement planning to support reliable fuel infrastructure and service.
- Identify financial challenges and barriers impacting local fuel businesses, including cash flow constraints, aging infrastructure, and market influences.
- Identify opportunities to establish dedicated maintenance and improvement funds to strengthen operational resilience.
- Estimate travel costs and describe a travel plan to visit participating facilities to gather updated information, as needed, in a cost-effective and efficient manner; while maintaining strong communication with community leaders to request and obtain local permissions before visiting (in collaboration with Kawerak Energy Program).
- Deliverable: Develop a financial analysis report for the creation of a regional energy entity for the Bering Strait Region which provides actionable recommendations for business planning, technical assistance, capacity building, and funding strategies that strengthen financial management, operational resilience, and long-term sustainability and energy independence for the region.
- **The contractor must be able to comply with the general terms and conditions for Kawerak's standard contract for services. See the draft contract attached as Addendum A.**

The term of the contract will be for a total term of fourteen [14] months from the date of the award; or as determined and agreed upon between the contractor and Kawerak, Inc.

Funding for this project is provided through the Economic Development Administration. This project is subject to a preference for Native-owned contractors as provided by P.L. 93-638, Section 7(b) (25 U.S.C. 5307(b)).

IV. Evaluation Process:

Responders will be evaluated in accordance with the following criteria, with point values assigned as described: :

1. Management Plan & Budget: Summarize how you will staff, organize, and manage the work to be performed. This is the approach to providing the services (who, what when, where, how, and in what sequence the work would be performed). Also provide a detailed budget for services and tasks to be performed. 25 points

2. Qualifications and Experience of Key Personnel: Provide professional qualifications and experience of project team in relation to particular services required. Provide an organizational chart of the proposed team. Links to online portfolios and digital resumes are acceptable in lieu of standard resume templates. 25 Points

3. Experience: Provide a summary of relevant experience. Provide any Alaska experience and any previous experience with a Tribe or Tribal Consortium. Provide experience with compiling and publishing reports or assessments in the energy sector; specifically, if related to bulk fuel assets and inventory. 30 Points

4. Capacity: Provide a summary of your firm's current and anticipated workload from August 2026 through December 2027. Include a brief description of projects for which your firm is responsible during this period. Identify all project responsibilities for the key personnel included in this proposal. 10 Points

5. Native Preference [if applicable]: Kawerak provides a preference for Native ownership of firm in accordance with P.L. 93-638, Section 7(b). 10 Points.

Contractor Selection Criteria	Weight	Score	Max. Score
1. Management Plan	25	250	25%
2. Qualifications/Experience	25	250	25%
3. Experience	30	300	30%
4. Capacity	10	100	10%
5. Native Preference	10	100	10%
	Total	**1,000**	**100%**

Kawerak will assemble an evaluation team that will rank the firms and make recommendations for award of the contract. Responders may request to make oral presentations to the full evaluation team. Interviewed firms will be re-scored using the same criteria listed above. Kawerak will then enter into negotiations with the successful responder it anticipates awarding the contract to. In the event Kawerak cannot successfully negotiate a contract with the highest ranked Responder, Kawerak will terminate negotiations with that Responder and initiate negotiations with the next highest ranked Responder. This process will be followed until Kawerak and a Responder have reached agreement and a contract is executed, if at all, unless circumstances warrant otherwise (see below).

V. Additional Information

1. Responders should be aware that the information presented in this document is preliminary, and subject to change.

2. Any costs incurred in response to this request are at the Responder's sole risk and will not be reimbursed by Kawerak or any project funders.

3. Kawerak reserves the right to define and waive informalities, and to make a selection as deemed in its own best interest. This includes the right to decline to enter into any contracts based on this solicitation, withdraw, cancel or reissue this solicitation for any reason, or reject all proposals and proceed utilizing a different process, all at its sole discretion and without liability.

Questions:
Interested firms may submit questions by email to klbourdon@kawerak.org; or atoerdal@kawerak.org by August 10, 2026.

KAWERAK, INC.
CONTRACT FOR SERVICES

This agreement ("Agreement") is hereby made between Kawerak, Inc., P.O. Box 948, Nome Alaska 99762, (907) 443-5231, ("Kawerak"), and [name, address and phone of Contractor] ("Contractor") (collectively, "the Parties") to provide professional services as provided herein.

1. TERM OF CONTRACT

This Agreement shall commence on _____*[date]* and shall terminate on or before _____*[date]* ("Term"), or as provided by Section 14 of this Agreement. Kawerak will not be liable for any fees or expenses incurred by Contractor prior to the commencement date or after termination of this Agreement, unless specifically provided for herein.

2. SCOPE OF WORK

Contractor shall provide services in performance of the scope of work for this Agreement as follows or as provided in an attached Addendum A, which is hereby incorporated by reference into this Agreement ("Scope of Work"):

[Provide description; attach separate scope of work if necessary]

Contractor shall provide all tools, equipment, supplies, etc. necessary to perform the Scope of Work, unless particular items to be supplied by Kawerak are noted in the Scope of Work.

3. COMPENSATION

[ ] Hourly rate: Contractor shall be compensated at the rate of_____ dollars ($__) per hour for the performance of this Agreement. The total compensation shall not exceed dollars ($___).

[ ] Set fee: Contractor shall be paid a total fee of _____ dollars ($___), upon satisfactory completion of the Scope of Work.

[ ] Other: _____ dollars ($___) paid as follows or as provided through separate payment information or a fee schedule in an attached Addendum B which is hereby incorporated by reference into this Agreement:

[Provide description, e.g. pre-payment of a set fee; a defined payment schedule, etc.]

4. EXPENSES

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Kawerak agrees to pay reasonable expenses, if any, as identified below, necessary for Contractor to perform the Scope of Work in this Agreement. No other expenses are authorized beyond those identified below.

[Mark as appropriate with an "X"]

[__] No expenses are authorized.

[__] To be paid by Contractor and reimbursed by Kawerak (requires itemized receipts): The total amount authorized for payment of expenses shall not exceed _____ dollars ($___).

[Provide description]

[__] To be paid directly to vendor by Kawerak: The total amount authorized for payment of expenses shall not exceed_____ dollars ($___).

[Provide description]

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5. SCHEDULE OF PAYMENT

Whether payment is made at intervals as an hourly rate, as a set fee, or by other arrangements such as pre-payment or defined payment schedule, Kawerak shall remit payment as agreed upon a determination by Kawerak that payment is due for work satisfactorily performed as required by the Scope of Work and upon submission of invoices or timesheets by Contractor. Contractor understands and agrees that, unless a different payment schedule has been agreed to herein, all work must be performed within the funding year for which it is contracted (unless extended by amendment) and that all payment requests for work performed during that period must be submitted no later than sixty (60) days following the end of the funding year. Failure to meet this deadline may result in non-payment due to Kawerak's grant and audit requirements.

Kawerak will provide no other compensation or benefits of any kind for the performance of this Agreement to Contractor, or Contractor's employees, officers, or agents, other than those amounts provided in Sections 3 and 4 of this Agreement.

6. RELATIONSHIP OF PARTIES

Contractor is an independent contractor. The parties do not intend to create, nor shall this Agreement be deemed or construed to create, any relationship between the parties other than that of independent entities freely contracting with each other. Contractor is

responsible at its own expense for obtaining any required licenses, for obtaining its own insurance, and for the payment of federal, state and local taxes necessary or attributable to Contractor's business. Contractor is not entitled to health insurance, life insurance, retirement insurance, or any other benefits from Kawerak or available to employees or officers of Kawerak. Kawerak will not pay social security, income tax, or unemployment benefits or provide workers compensation insurance for or on behalf of the Contractor or Contractor's employees.

7. CONTRACTOR'S STANDARDS AND ASSURANCES

Contractor represents and warrants that employees or agents of Contractor are experienced and skilled in their profession, and shall perform services in accordance with the standards for workmanship in their respective professions. Contractor's findings, recommendations, professional advice, and performance of work for Kawerak shall be based on practices and procedures customary to the profession. Contractor shall provide additional services needed to correct its deficiencies at no additional cost to Kawerak.

Contractor represents and warrants that Contractor is qualified to perform the Scope of Work, that it possesses or has obtained any professional licenses, business licenses, permits or governmental approvals necessary for performance of the Scope of Work, and that it carries any legally required insurance such as workers compensation insurance. Contractor further assures that it will comply with all applicable laws, ordinances, and regulations relating to the Scope of Work, including those pertaining to the use, operation and maintenance of any vehicles or equipment used in the performance of the Scope of Work.

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8. INDEMNIFICATION AND INSURANCE

8.1 Indemnification: Contractor agrees to defend, indemnify, and hold harmless Kawerak, its officers, employees and agents, against any all claims, damages, liability, and court awards, including costs, expenses and attorneys fees, to the extent such claims are caused by negligent or wrongful acts, errors or omissions of Contractor, its employees, agents, subcontractors, or assignees arising out the performance of this Agreement, to the full extent permitted by law. Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees. This indemnification section shall continue in full force and effect after the term of the Agreement.

8.2 Insurance: Contractor shall purchase and maintain the following insurance:

- Workers Compensation and employer's liability insurance as required by State law and as will adequately protect Contractor from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws.
- General liability insurance with limits of not less than one million dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage and two million dollars ($2,000,000) aggregate.
- Auto liability insurance with limits of not less than one million dollars ($1,000,000) and physical damage limits of the stated value for all vehicles used by Contractor in performance of the Scope of Work.
- Professional liability (errors and omissions) insurance with limits of not less than

one million dollars ($1,000,000).

All insurance policies shall be written as primary policies and shall not be contributing with, or in excess of, any insurance coverage that Kawerak may otherwise carry. Contractor shall furnish Kawerak certificates showing the type, amount, class of operation, effective dates and dates of expiration of policies. All insurance certificates must be delivered to Kawerak before work begins, and must confirm that each type of coverage extends to all services to be performed described in the Scope of Work in Section (3). All insurance certificates and policies shall not be cancelled or allowed to expire within the duration of this Agreement until at least thirty (30) days prior written notice has been given Kawerak. Such policies shall contain a clause pursuant to which the insurance carriers waive all rights of subrogation against Kawerak with respect to losses payable under such policies.

If Contractor hires any subcontractors to perform work or furnish services, then Contractor shall require that any such subcontractors obtain insurance protection with coverage of the types and limits required by Kawerak, and in no event less than those set forth above.

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9. OWNERSHIP OF WORK PRODUCT

To the extent this Agreement requires Contractor to produce for Kawerak goods, tangible objects or original intellectual property of any kind, including but not limited to written reports, memoranda, documents, graphs, charts, or other documents, illustrations, artwork, photographs, video recordings or audio recordings of any kind, regardless of the medium in which such products are recorded (print or electronic), all ownership and copyright interests in such work product will belong to Kawerak unless expressly reserved to Contractor in the Scope of Work.

10. CONFIDENTIALITY

Contractor shall hold in strict confidence all information made available by Kawerak to Contractor in the performance of this Agreement. Such confidential disclosures that are made or become available to Contractor are made in reliance on this condition.

11. GOVERNING LAW; CONSTRUCTION

This Agreement shall be governed and construed according the laws of the State of Alaska. It shall be construed without consideration of which party drafted it. The rule that contracts are construed most strongly against the drafting party shall not apply.

12. ASSIGNMENT/SUBCONTRACT

Contractor shall not assign or subcontract this Agreement in whole or in part without the prior written consent of Kawerak.

13. AMENDMENTS

This Agreement may be amended or extended by mutual written consent of both parties.

14. EXPIRATION/TERMINATION OF CONTRACT

This Agreement will expire by its own terms in accordance with Section 1. Alternatively, Kawerak may terminate this Contract with or without cause, and without liability, upon 14 days' written notice to Contractor, and may terminate this Agreement immediately if Contractor fails to comply with Contractor's assurances in Section 8. At expiration, or in the event of termination, Contractor shall provide Kawerak with all completed work product performed by Contractor up to the date of expiration/termination; shall return any Kawerak property in its possession; and shall provide a detailed written report of the work performed. Kawerak shall pay Contractor for all work completed prior to expiration/termination.

15. POINTS OF CONTACT

The principle points of contact for communications regarding this Agreement are:

For Contractor:	For Kawerak:
Name:	Name:
Phone:	Phone:
Email:	Email:

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16. SEVERABILITY

If any provision of this Agreement is held invalid, then that provision shall be interpreted to the fullest extent possible so as to be valid and effective, and the remaining provisions of this Agreement shall continue in full force and effect.

17. WAIVER

The waiver by either Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach.

18. NO THIRD PARTY BENEFICIARY

The parties do not intend this Agreement, nor shall it be construed, to confer any benefit upon any person who is not a party.

19. NATIVE PREFERENCE

☐Applies ☐Does not Apply.

[This Section applies to any contract funded with Bureau of Indian Affairs funds or other Kawerak compact funds, or otherwise where it has been determined that Native preference applies. Mark with an "X" whether the following paragraph applies.]

In the performance of the Scope of Work, Contractor will give preference in employment

and training to Native Americans and preference in the award of any subcontracts or sub-grants to Native American – owned economic enterprises, pursuant to Section 7 of PL 93-638.

CONTRACTOR	**KAWERAK, INC.**
_____	_____
Authorized Signature	President
Dated:_____	Dated:_____

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