

SOLICITATION NOTICE

- REQUEST FOR PROPOSALS -

Reindeer Project Design Services and Construction Management Services

Kawerak, Inc., is soliciting proposals for a person or entity to provide design services and construction management services for the Savoonga Reindeer Commercial Company Reindeer Project (“Reindeer Project”). The selected person or entity will provide the design for this project and be available to act as the Construction Manager performing all duties as provided in the draft contract attached to this solicitation. The design component of this solicitation is a qualification-based procurement. The construction management component of this solicitation includes cost elements. Kawerak seeks one person or entity who can provide both of these components for this project.

Deadline:

Proposals will be accepted until Tuesday, February 28, 2023 at 5pm Alaska Standard Time (AKST).

View the full RFP: [Kawerak.org/RFP3](https://kawerak.org/RFP3)

Questions



abioff@kawerak.org



907.443.4366



KAWERAK, INC.
REQUEST FOR QUALIFICATIONS/PROPOSALS
Kawerak / Savoonga Reindeer Commercial Company
Reindeer Project Design Services and Construction Management Contract for Professional Services
[DATE]

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I. Solicitation:

Kawerak, Inc., (Kawerak) a tribal consortium and non-profit corporation in Nome, Alaska, is soliciting proposals for a person or entity to provide design services and construction management services for the Savoonga Reindeer Commercial Company Reindeer Project (“Reindeer Project”). The selected person or entity will provide the design for this project and be available to act as the Construction Manager performing all duties as provided in the draft contract attached to this solicitation. The design component of this solicitation is a qualification-based procurement. The construction management component of this solicitation includes cost elements. Kawerak seeks one person or entity who can provide both of these components for this project.

Minimum Qualifications: Responders must meet the following minimum qualifications in order to be given further consideration for this solicitation:

1. Not on the Excluded Parties List (“EPLS”) for being disqualified from performing federal contracts, through the Government Services Administration (“GSA”) System for Award Management or SAM (www.sam.gov).
2. Answers provided on Form AIA A-30 A305 Contractor’s Qualification Statement are acceptable to Kawerak
3. Does not have prior poor work history with Kawerak in the last ten years.

Responders should complete the AIA A-30 A305 Statement in their response to this solicitation. Responders that do meet the minimum qualifications will be given further consideration by the evaluation team assembled to evaluate proposals. Responders that do not meet the minimum qualifications will be notified and will not be given further consideration.

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 ____, ____ at __pm Alaska Daylight Time (AKDT).

Address Responses To: Kawerak, Inc. Attention Alice Bioff, P.O. Box 948, Nome, Alaska, 99762. Alternatively, hand deliveries may be made to Kawerak Business Planning office on the Second Floor of the Talialuk Office Building at 500 Seppala Drive, Nome, Alaska.

Mark Proposals as Follows: “Kawerak/SRCC Reindeer Project—Design and Construction Management Proposal”

Required Number of Copies: Submit three (3) copies of the proposal package

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:

Kawerak has obtained a grant from the U.S. Economic Development Administration (“EDA”) Indigenous Communities Grant program (Federal Award ID Number 07-79-07873) (“EDA Grant”) to construct a reindeer processing plant and corral in order for the owners to operate and maintain a reindeer processing plant to harvest reindeer meat and products on St. Lawrence Island, in the vicinity of the Native Village of Savoonga. The Native Village of Savoonga and the Native Village of Gambell, both federally recognized tribal governments, along with the Savoonga Reindeer Commercial Company, LLC (“SRCC”), a business enterprise wholly owned by the Native Village of Savoonga (who will own and operate the facility), authorized Kawerak, Inc. (“Kawerak”) to apply on their behalf for the EDA Grant and administer grant funds and implement the grant project to construct the processing plant and corral.

The grant was awarded to Kawerak as lead applicant and SRCC as co-applicant. Kawerak seeks to contract with a successful responder to provide both design services and construction management services. The scope of the project includes:

Construct a reindeer processing facility to include: ~360 square foot (sf) harvest unit, ~400 sf carcass aging/cooling unit, ~400 sf cut and wrap/meat processing unit, and ~1,700 sf insulated support building with cement foundation, offices, restroom, washer, dryer, company storage, and ~100 sf freezer. Three pre-fabricated units and support building will be placed on ~10,400 sf gravel pad and power, water and sewer utilities will be bought in from the nearby water, wastewater and power plants. An abattoir waste monofill will be constructed to handle reindeer process waste. The existing reindeer main corral located ~35 miles east of Savoonga will be replaced to include a neck, three pens, fawn filters and kill chute. A ~320 sf storage shed will be constructed at the main corral.

The exact location of the facility and corral will be determined at the onset of the project. The construction cost target for this project is \$3.3 million dollars. This solicitation and the evaluation of responses is broken down into two parts 1) design services, and 2) construction management services.

Design Services: The successful contractor will provide design services for construction of infrastructure necessary for the reindeer processing facility operation. Design services will include:

- gravel pad foundation design
- land survey
- architectural/engineering design including SRCC support building and engineering design, and corral design engineering and design
- abattoir waste monofil
- utility placement
- other design services related to the above described scope of the project.

This project includes purchasing, shipping and installing modular units for meat processing that will be designed and procured separately from this contract.

Construction Management Services: The successful contractor will provide an array of services related to this project collectively referred to as “construction management services,” which will include but not be limited to:

- Grant Administration Services—
 - Act as representative of Kawerak and SRCC in implementing all aspects of the Reindeer Project grant; assist Kawerak in handling the administration and management for the EDA grant.
 - Assist the Kawerak Business Planning Specialist to ensure all specific EDA requirements for the Reindeer Grant, including but not limited to timelines, procurement requirements, special award conditions, and quarterly and other reporting requirements are timely complied with during the course of the Reindeer Grant.

- Construction Management Services—
 - Develop Project schedule, coordinate with EDA, organize meetings and oversee progress of Reindeer Project.
 - Assist Kawerak in soliciting and procuring all necessary contractors/vendors for this project, including construction contractors. Develop solicitation and oversee procurement process.
 - Develop and submit to EDA for approval all necessary specific award conditions for the project. This includes but is not limited to security interests, leases, ROW, and other project requirements and deliverables.
 - Serve as Kawerak and SRCC’s owner’s representative on the project.
 - Ensure construction proceeds in accordance with design requirements
 - Ensure all aspects of this project are and remain in compliance with EDA requirements, federal, state and local laws, and applicable internal policies of Kawerak.

- Project Inspection Services—
 - Provide project inspection services as required.

The EDA has established grant conditions which include timelines for the Reindeer Project, including obtaining rights of way for the land to be used, permitting requirements, construction procurement, and other aspects of this project, and will be overseeing progress and approving procurement and contract documents as well. The successful contractor will need to be on board quickly and immediately be able to take over implementing the grant and overseeing all aspects of the Reindeer Project on behalf of Kawerak and SRCC.

The term of the contract will be for a period estimated to be three (3) or more years, until final completion of the project and approval and closeout by EDA.

This solicitation 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)).

Work will commence immediately upon execution of the contract.

IV. Evaluation Process:

Firms which otherwise meet the minimum qualifications described above will be evaluated in accordance with the following criteria, with point values assigned as described. The Responder should break down their response into the two main components of the services sought by Kawerak: 1) construction management (which includes grant management, construction management, and inspection services and 2) design services. Evaluation Criteria #1-5 will be used to evaluate both components (construction management, and design). Criteria #6, cost, will be used only to evaluate the construction management components of this RFP. The design portion of this RFP is a qualification-based solicitation only.

1. Management Plan: Summarize how you will staff, organize, and manage work for this project. Include information related to the scope of work from the description provided and in the attached draft contract. This is the approach to providing the services (who, what when, where, how, and in what sequence the work would be performed). Address what commitment and approach will be taken to be on site in the region working with Kawerak staff, the tribal governments, and SRCC. 20 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. 20 Points
3. Experience with Reindeer Operations/Processing facility infrastructure and EDA: Provide a summary of relevant experience. Provide any Alaska experience and any previous experience with similar projects, as operated in Alaska or elsewhere. Include experience and familiarity with the Economic Development Administration and its unique grant requirements and process 25 Points
4. Capacity: Provide a summary of your firm's current and anticipated workload during the contract period. 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. 5 Points

5. Native Preference: Kawerak provides a preference for Native ownership of firm in accordance with P.L. 93-638, Section 7(b). 5 Points.
6. Cost: (For the Construction Management Component only) Provide proposed costs for construction management, broken down by category:
 - Grant administration
 - Construction Management
 - Inspection Services
 25 Points

Kawerak is not interested in having responses only for construction management or only for design. The nature of this project and the time constraints and EDA requirements are such that Kawerak seeks only responses which respond fully as provided herein.

<u>Contractor Selection Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Max. Score</u>
1. Management Plan	20	200	25%
2. Qualifications/Experience	20	200	25%
3. Experience Reindeer/EDA	25	250	30%
4. Capacity	5	50	10%
5. Native Preference	5	50	10%
6. Cost (of const. manag.)	25	250	100%
	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.

4. Contractor agrees to comply with Kawerak's Mandatory Vaccine Policy, which requires as follows:

Any personnel of Contractor that will be performing the Scope of Work and who will be on site within Kawerak facilities or in physical contact with Kawerak staff or clientele while providing such services, will be vaccinated. Should the Centers for Disease Control ("CDC") recommend that COVID 19 boosters are necessary, all such personnel will have received a booster to the extent recommended by CDC.

Questions:

Interested firms may submit questions in writing to the aforementioned address, by fax at (907) 443-4445 or by email to abioff@kawerak.org.



Tungwenuk Family Qupak Design, used with permission

KAWERAK, INC.

REPRESENTING

Brevig Mission

Sitaisaq

Council

Akauchak

Diomede

Injaliq

Elim

Neviarcuarluq

Gambell

Sivuqaq

Golovin

Chinik

King Island

Ugiuvak

Koyuk

Kuuyuk

Mary's Igloo

Iglaaruk

Nome Eskimo

Sitnasuami Inuit

Savoonga

Sivungaq

Shaktoolik

Saktuliq

Shishmaref

Kigiqtaq

Solomon

Anjuutaq

St. Michael

Taciq

Stebbins

Tapraq

Teller

Tupqaqruk

Unalakleet

Uᅇalaqᅇiq

Wales

Kinigin

White Mountain

Natchigvik

February 2, 2023

ADDENDUM #1

In the RFP "Kawerak, Inc. Request For Qualifications/Proposals Kawerak/Savoonga Reindeer Commercial Company Reindeer Project Design Services and Construction Management Contract for Professional Services" issued January 29, 2023, on page two (2), Section II Proposals: - 'Deadline', please note the submission deadline is: **Tuesday, February 28, 2023, 5PM Alaska Standard Time.**

KAWERAK, INC.

PO Box 948 • Nome Alaska 99762 • 907.443.5231 • www.kawerak.org

Advancing the capacity of our people and tribes for the benefit of the region.

KAWERAK, INC.
REQUEST FOR PROPOSALS
Kawerak/Savoonga Reindeer Commercial Company
Design Services and Construction Management Contract for Professional Services
Addendum A

Kawerak Reindeer Project Manager
Contract for Professional Services

THIS CONTRACT, is hereby made between:

Kawerak, Inc.
P.O. Box 948
Nome, AK 99762
(907) 443-5231

(“Kawerak”), and

[Contractor]
Federal Tax ID or SSN:

(“Contractor”)

(collectively “the Parties”)

(1) GENERAL

This contract (“Contract”) is for the contractor to perform design and construction management services. Kawerak has obtained a grant from the U.S. Economic Development Administration (“EDA”) Indigenous Communities Grant program (Federal Award ID Number 07-79-07873) (“EDA Grant”) to construct a reindeer processing plant and corral in order for a wholly owned enterprise of the Native Village of Savoonga, the Savoonga Reindeer Commercial Company, LLC (“SRCC”) to own, operate and maintain a reindeer processing plant to harvest reindeer meat and products on St. Lawrence Island, in the vicinity of the Native Village of Savoonga. The Native Village of Savoonga and the Native Village of Gambell, both federally recognized tribal governments, along with the SRCC, authorized Kawerak to apply for the EDA Grant and administer grant funds and implement the grant project to construct the processing plant and corral.

Contractor will act as Kawerak and SSRC’s architectural and engineering team to design the facility and corral, and will also handle all aspects of the Reindeer Project as our construction manager, more particularly described in the Scope of Work herein.

(2) TERM

This Contract shall commence on the date of signing, and terminate upon final completion of the Reindeer Project upon approval and close out by EDA.

(3) SCOPE OF WORK

The project will involve the following:

Construct a reindeer processing facility to include: ~360 square foot (sf) harvest unit, ~400 sf carcass aging/cooling unit, ~400 sf cut and wrap/meat processing unit, and ~1,700 sf insulated support building with cement foundation, offices, restroom, washer, dryer, company storage, and ~100 sf freezer. Three pre-fabricated units and support building will be placed on ~10,400 sf gravel pad and power, water and sewer utilities will be bought in from the nearby water, wastewater and power plants. An abattoir waste monofill will be constructed to handle reindeer process waste. The existing reindeer main corral located ~35 miles east of Savoonga will be replaced to include a neck, three pens, fawn filters and kill chute. A ~320 sf storage shed will be constructed at the main corral.

The exact location of the facility and corral will be determined at the onset of the project. The construction cost target for this project is \$3.3 million dollars. Contractor's scope of work will be to assist in the construction of the above described project, by providing the following design and construction management services ("Scope of Work"):

Design Services: Contractor will provide design services for construction of infrastructure necessary for the reindeer processing facility operation. Design services will include:

- gravel pad foundation design
- land survey
- architectural/engineering design including SRCC support building and engineering design, and corral design engineering and design
- abattoir waste monofil
- utility placement
- other design services related to the above described scope of the project.

This project includes purchasing, shipping and installing modular units for meat processing that will be designed and procured separately from this contract.

Construction Management Services: Provide all necessary construction management services related to this project which include but is not be limited to:

- Grant Administration Services—
 - Act as representative of Kawerak and SRCC in implementing all aspects of the Reindeer Project grant; assist Kawerak in handling the administration and management for the EDA grant.

- Assist the Kawerak Business Planning Specialist to ensure all specific EDA requirements for the Reindeer Grant, including but not limited to timelines, procurement requirements, special award conditions, and quarterly and other reporting requirements are timely complied with during the course of the Reindeer Grant.
- Construction Management Services—
 - Develop Project schedule, coordinate with EDA, organize meetings and oversee progress of Reindeer Project.
 - Assist Kawerak in soliciting and procuring all necessary contractors/vendors for this project, including construction contractors. Develop solicitation and oversee procurement process.
 - Develop and submit to EDA for approval all necessary specific award conditions for the project. This includes but is not limited to security interests, leases, ROW, and other project requirements and deliverables.
 - Serve as Kawerak and SRCC's owner's representative on the project.
 - Ensure construction proceeds in accordance with design requirements
 - Ensure all aspects of this project are and remain in compliance with EDA requirements, federal, state and local laws, and applicable internal policies of Kawerak.
- Project Inspection Services—
 - Provide project inspection services as required.

The EDA has established grant conditions which include timelines for the Reindeer Project, including obtaining rights of way for the land to be used, permitting requirements, construction procurement, and other aspects of this project, and will be overseeing progress and approving procurement and contract documents as well. The Scope of Work includes complying with all EDA grant conditions.

Contractor shall perform the Scope of Work in accordance with Contractor's Proposal dated _____ submitted to Kawerak in response to the RFP for this Contract, attached as Addendum A and hereby incorporated by reference into this Contract.

(4) COMPENSATION AND EXPENSES

Design: Contractor shall invoice Kawerak and be paid a lump sum in the amount of \$ _____ for completed designs for the project, upon submission to Kawerak and approval of the design by EDA.

Construction Management Services: Contractor shall be reimbursed for services performed on a biweekly/monthly basis, upon submission of invoices stating the work performed and the number of hours worked during each invoice period. The total cost of construction management services shall not exceed \$ _____.

Contractor's expenses such as travel to villages, in State and out of State travel, recording fees, inspection fees and other expenses incurred as Reindeer Project Manager shall be itemized separately and submitted by invoice to Kawerak for reimbursement. Any

expenses beyond those agreed to herein and in Contractor's proposal, must be an allowed cost by EDA and must be pre-approved by Kawerak in order to be reimbursed. Contractor must provide receipts for all direct charges.

Kawerak will make every effort to ensure payment of each approved invoice within two weeks of receipt of the invoice.

(5) 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 on the project(s).
- Professional liability (errors and omissions) insurance with limits of not less than two million dollars (\$2,000,000).

Kawerak shall be named as an additional insured in each policy herein provided, except for worker's compensation and employer's Liability insurance. 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 contract until at least thirty (30) days prior written notice has been given to 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.

(6) INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless Kawerak, its officers, employees and agents, against any and all claims, damages, liability and court awards, including costs, expenses and attorney's fees, to the extent such claims are caused by any act or omission of Contractor, its officers, employees, agents, sub-contractors, or assignees arising out of the performance of this Contract, to the full extent permitted by law. Each Party agrees to be responsible for and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees. This indemnification provision shall continue in full force and effect after the term of this Contract.

(7) BONDING

Kawerak may, at its discretion, require that Contractor submit payment and performance bonds for services performed under this Contract, depending on the nature of the work performed by the Contractor and the applicable bonding requirements of funding sources used for each project/work order performed by the Contractor.

(8) COMPLIANCE WITH APPLICABLE LAWS

Funding for this Contract is provided by EDA. Contractor shall comply with all statutes, regulations, program standards, applicable Federal Acquisition Regulations (FAR), and performance conditions required of Kawerak and other requirements by EDA for this Project. These include but are not limited to EDA Construction Standards. This also includes compliance with Appendix II to 2 C.F.R. Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Contractor shall also remain qualified and eligible for federal contracts and not be placed on the Excluded Parties List (“EPLS”) for being disqualified from performing federal contracts, through the Government Services Administration (“GSA”) System for Award Management or SAM (www.sam.gov) during the term of this Contract.

Contractor shall fully comply with any other applicable laws and regulations including any other applicable program standards, performance conditions, contractual requirements, laws and regulations in performing the Scope of Work. Contractor shall also fully comply with all Kawerak policies and procedures applicable to work performed under this Contract.

(9) ASSIGNMENT/SUB-CONTRACTS

No portion of this Contract shall be assigned or subcontracted to any other person or entity without the written consent of Kawerak; provided, Kawerak will not unreasonably withhold consent to an assignment or subcontract to a qualified person or entity whom Contractor desires to perform the work. Such consent when given shall not be construed to relieve Contractor of any responsibility for the fulfillment of this Contract.

Contractor shall use its own procurement system and procedures to ensure that any sub-contract or assignment entered into includes clauses required by federal statutes and executive orders and their implementing regulations, by state and local laws and regulations, and by the terms of this Contract. Contractor shall ensure that any person or entity used by Contractor through a sub-contract or assignment are bound by, assume, and are in compliance with the obligations and responsibilities of Contractor that are required by the RFP, this Contract and any attachments thereto, and any modifications or other obligations and responsibilities of Contractor arising from Contractor’s performance of the Scope of Work.

(10) RELATIONSHIP OF PARTIES

Contractor is an independent contractor. None of the provisions of this Contract are intended to create nor shall be deemed or construed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purpose of effecting the provision of this Contract. In addition, Contractor is responsible at its own expense for obtaining any required business license fees, professional fees and licensing, for obtaining its own insurance, and for 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 Contractor or Contractor's employees.

Contractor is not an employee of Kawerak for tax purposes, but shall for such purposes be considered an independent contractor. Accordingly, as set forth above, Contractor is responsible for paying all employment taxes and related employment expenses and this section disallows benefits that are paid to Kawerak's employees. Kawerak shall have no duty with respect to the Contractor other than to pay the contract price set out in Section 5, unless additional duties are expressly set out in this Agreement. Should it be determined by the Internal Revenue Service or in any judicial or administrative proceeding that the Contractor is an employee of Kawerak for tax purposes, the amount payable under this Agreement shall be reduced by an amount equal to Kawerak's total tax liability. If payment has already been made to the Contractor, Contractor shall remit such amount due to the Kawerak.

(11) CONFIDENTIALITY

All information made available by Kawerak to Contractor by virtue of this Contract shall be held in strict confidence by Contractor. Such confidential disclosures that are made or become available to Contractor are made in reliance on this premise.

(12) CONTRACTOR'S STANDARDS AND ASSURANCES

Contractor represents and warrants that Contractor, and 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, and professional advice shall be based on practices and procedures customary to each respective profession. Contractor shall provide additional services needed to correct its deficiencies at no additional cost to Kawerak.

Contractor represents and warrants that the Contractor is qualified to perform the Scope of Work, described in Section 3, and possesses or has obtained any professional licenses, business licenses, permits or governmental approvals for performance the Scope of Work. Contractor shall, during the term of this Contract, maintain a competent, adequate and qualified staff to ensure successful performance of this Contract and shall provide all tools, equipment, and supplies necessary to perform the Scope of Work.

(13) GOVERNING LAW/VENUE/CONSTRUCTION

This Contract shall be governed and construed according to the laws of the State of Alaska. Venue for any disputes arising from this Contract shall be the Superior Court, 2nd Judicial District, in Nome, Alaska. This Contract shall be construed without consideration of which party drafted it, and any rule that Contracts are construed most strongly against the drafting party shall not apply.

(14) WORK PRODUCT

To the extent this Contract requires Contractor to produce for Kawerak goods, tangible objects or intellectual property of any kind, including but not limited to notes, drawings, pictures, letters, written reports, memoranda, documents, graphs, charts, or other documents, illustrations, artwork, photographs, video or audio recordings, regardless of the medium in which such products are recorded (print or electronic), all ownership and copyright interests in such work product shall be and remain the sole property of Kawerak, and may be used in any way without additional compensation under this Contract, unless expressly reserved to Contractor in the Scope of Work or separate written agreement signed by both Kawerak and Contractor. These documents may be provided to the federal government upon request.

(15) SEVERABILITY

If a court of competent jurisdiction finds any provision of this Contract to be illegal, invalid, or unenforceable as to any circumstance under any applicable law of any jurisdiction, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Contract. Unless otherwise required by law, the illegality, invalidity or unenforceability of any provision of this Contract shall not affect the legality, validity or enforceability of any other provision of this Contract.

(16) CONTRACTOR COOPERATION WITH FEDERAL TORT CLAIMS ACT

To the extent the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346(b) applies to Kawerak's performance of functions under P.L. 93-638, Contractor shall cooperate with Kawerak and the United States in connection with any claim filed under FTCA related to Contractor's performance of services under Section (3), Scope of Work, as provided in 25 CFR 1000.277.

(17) AMENDMENTS

The Parties may amend this Contract by mutual written consent of both Parties.

(18) TERMINATION

Kawerak may terminate this Contract, with or without cause, and without liability, upon thirty (30) days written notice. In addition, Kawerak may terminate this Contract immediately for cause if Contractor fails to comply with its obligations in Sections Eight (8) (Compliance with Applicable Laws) and Twelve (12) (Assurances). Either party may terminate this contract for cause in the event the other party is in breach of this Contract, upon submitting notice of termination and allowing fourteen (14) days for the other party to cure the breach.

In the event of termination, Contractor shall provide Kawerak a detailed written report with the final invoice for the work performed up to the date of termination and shall provide Kawerak with all work product produced for this Contract as of the date of termination. Kawerak shall pay Contractor for all services and work product provided prior to the date of termination unless such services or work product so provided are in breach of this Contract.

(19) POINT OF CONTACT

Contractor:

Phone:

Fax:

Email:

Mailing Address:

Kawerak:

Alice Bioff

Business Planning Specialist

Phone: (907) 443-4366

Fax: (907) 4445

Email: abioff@kawerak.org

Mailing Address:

Kawerak, Inc.

P.O. Box 948

Nome, AK 99762

(20) VACCINE MANDATE

Contractor agrees to comply with Kawerak's Mandatory Vaccine Policy, which requires as follows:

Any personnel of Contractor that will be performing the Scope of Work and who will be on site within Kawerak facilities or in physical contact with Kawerak staff or clientele while providing such services, will be vaccinated. Should the Centers for Disease Control (“CDC”) recommend that COVID 19 boosters are necessary, all such personnel will have received a booster to the extent recommended by CDC.

By executing this Agreement, Contractor hereby certifies that it and any and all sub-contractors Contractor is contracting with to perform the Scope of Work for this Agreement, are and will remain fully compliant with the Kawerak Mandatory Vaccine Policy during the Term of this Agreement.

ACCEPTANCE

Contractor:

By: _____
[Name and Title]

Date: _____

Kawerak, Inc.:

By: _____
President

Date: _____

Reindeer Project Manager Contract for Professional Services

ADDENDUM A

**CONTRACTOR'S RESPONSE TO KAWERAK RFP FOR DESIGN AND
CONSTRUCTION MANAGEMENT SERVICES**



AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: *(If applicable)*

TYPE OF WORK: *(File a separate form for each Classification of Work.)*

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: *(Specify)*

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.0 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s):

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership, if applicable:

§ 1.4.3 Name(s) of general partner(s):

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2.0 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3.0 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits

(If the answer to any of the questions below is yes, attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

(If the answer is yes, attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4.0 REFERENCES

§ 4.1 Trade references:

§ 4.2 Bank references:

§ 4.3 Surety

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5.0 FINANCING

§ 5.1 Financial Statement

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- .1** Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- .2** Net Fixed Assets;
- .3** Other Assets;
- .4** Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- .5** Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6.0 SIGNATURE

§ 6.1 Dated this _____ day of _____ 20____

Name of organization:

By:

Title:

§ 6.2

M _____ being
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be
misleading.

Subscribed and sworn before me this _____ day of _____ 20____

Notary Public:

My commission expires:

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.