

REQUEST FOR BID



KAWERAK, INC.

Modular Reindeer Processing Facility
Submittals Due: December 18, 2023

KAWERAK, INC.
REQUEST FOR BIDS
Kawerak / Savoonga Reindeer Commercial Company
Modular Reindeer Processing Facility

TABLE OF CONTENTS

Instructions to Responders

I.	Solicitation	2
II.	Proposals	2
III.	Project Information	2
IV.	Evaluation Process	4
V.	Additional Information	5

Addenda

- A. Kawerak, Inc Draft Contract
- B. AIA A-30 A305 Questions

I. Solicitation:

Kawerak, Inc., (Kawerak), a tribal consortium and non-profit corporation in Nome, Alaska, is soliciting bids from qualified suppliers to provide a turn key modular reindeer slaughtering facility for the Savoonga Reindeer Commercial Company (“SRCC”) Reindeer Project (“Reindeer Project”) in Savoonga Alaska. The entity shall provide a modular meat processing system which is compliant with the United States Department of Agriculture (“USDA”) Food Safety and Inspection Services.

SUPPLIER SELECTION CRITERIA

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: Bids will be accepted until Dec. 18, 2023 at 5 pm Alaska Daylight Time (AKDT).

Address Responses To: Coffman Engineers, Attention Ed Leonetti. Responses may be emailed to ed.leonetti@coffman.com or alternatively, hand deliveries may be made in person to Coffman Engineers at 800 F St, Anchorage AK, 99501.

Mark Proposals as Follows: “Kawerak/SRCC Reindeer Project—Modular Reindeer Slaughtering System.

Required Number of Copies: Submit one (1) digital pdf and 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 acknowledgement of all addenda

Narrative: 10 Pages Maximum

Resumes: 2 pages maximum (each)

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 facility and corral in order for the owners to operate and maintain a reindeer processing facility 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 a USDA compliant on-site meat processing facility. Mobile units won’t be considered for the project.

This project is partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program. To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance.

The successful proposer will have a single contract with Kawerak that is independent from the General Contractor (GC).

The scope of the project includes providing a turn key onsite meat processing system with the following criteria:

A. Location:

- a. The location for the modular units is on the Processing Campus within the Village of Savoonga. The proposed modular units must fit within the allowable area indicated on the attached project site plan.
- b. The modular units must be compatible with the Village of Savoonga’s subarctic maritime environment on the coast with salt water. The Village of Savoonga experiences severe weather conditions, and the facility must be designed to protect against strong winds, horizontally driven rain and snow, blowing snow, blowing sand, and salt water.

B. Coordination with Commercial General Contractor

- a. Kawerak will be contracting with a licensed general contractor to perform the site work for the larger project. The successful GC will be responsible for the site development which includes: construction of the pad, support building and all site utilities up to 5' of the building.
- b. The successful responder (“**Modular Supplier**”) is required to work in conjunction with the GC to ship the modules, place the modules on their respective foundation systems, and connect the modules to the onsite utilities.
- c. The Modular Supplier is responsible for risk of loss until the GC accepts the modules at the Modular Supplier’s plant.
- d. Shipping requirements:
 - i. The Modular Supplier shall provide a transportation system for shipping, moving from barge final site, and installation at no additional cost.
 - ii. The Modular Supplier shall make the module(s) available for shipping at the Modular Supplier’s plant.
 - iii. The GC is responsible for:
 - 1. Shipping the modules from the modular plant to the project site,
 - 2. connecting/attaching modules to pile foundation system
 - 3. connecting modules to all onsite utilities.
 - 4. Insuring modules during shipping and installation and until the owner takes ownership of the modules.
 - 5. Risk of loss or damage to modules during shipping and installation
 - 6. Construction and installation of stairs and landings to access the modules

C. Site Context, Prep and Utilities:

- a. The modules shall be designed on the pad to be adjacent to the storage building. Modules shall be connected to the storage building with an above grade pedestrian enclosed walkway. Enclosed walkway will be provided by the GC.

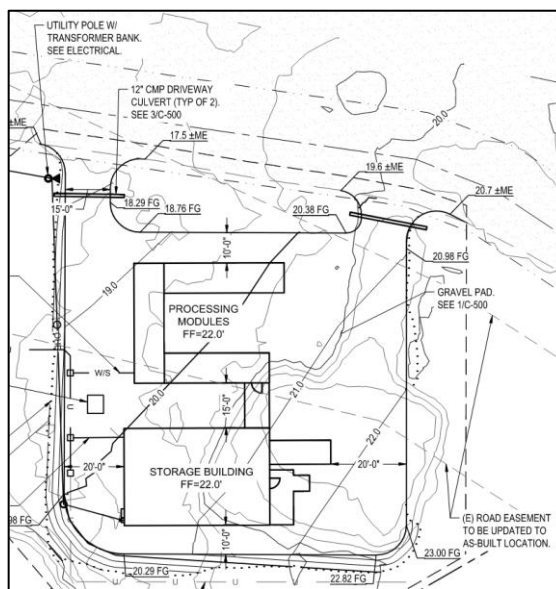


Figure 1 Concept Site plan

- b. The following utilities are available onsite and will be constructed by the GC:
 - i. 2" fresh water supply
 - ii. 4" vacuum wastewater system
 - iii. Local, above ground fuel oil tank (see site plan)
 - iv. 208V, 3-Phase, 4-Wire electrical service
- c. The foundation system for the modules will consist of grouted micro piles. Foundation system will be completed by the GC for the modules to be placed on.
- D. The modular meat processing system must be able to produce meat products that can be sold in a retail store.
- E. The processing system shall have the capacity to process a minimum of 64 reindeer at a time
 - a. The harvesting of reindeer will occur during all seasons.
 - b. The processing system is required to operate at the Savoonga, AK (WMO 702035) ASHRAE 99% Heating dry bulb design temperature, and ASHRAE 1% Cooling dry bulb/mean coincident wet bulb temperature.
 - c. The processing system will be drained and flushed between intermittent processing periods. The processing system shall be configured for all water and sewer lines to be drainable and flushable to prevent damage from freezing temperatures.
 - d. The processing system shall be configured to be without power, water or sewer between harvest times.
- F. The USDA categorizes reindeer as an exotic animal for voluntary inspection. The processing system is required to comply with the USDA's voluntary inspection program.
- G. The Modular Supplier has the discretion to determine the appropriate number of modular units and appropriate size of the units. However, there shall be a maximum number of 3 units and the maximum size of each unit shall be 12'x50'x10' height.
- H. The solid waste disposal process for the project is for ofal solid waste to be disposed of at a abattoir site ~approx. 2 miles from the Village of Savoonga. Fresh water shall be from an ADEC approved water source and the sewer system shall be ADEC approved sewer line. The modular supplier shall work with the design team to ensure the modular system is in compliance with ADEC and USDA requirements.
 - a. The modular supplier shall confirm with the Savoonga SRCC the specific required modular system. The following system elements will be required as conformed after consulting with SRCC: Harvest Unit (Processing Room, Drip Cooler) shall include the following:
 - i. Hoist and Fairleads
 - ii. Splitting Saw on a Balancer
 - iii. Inspection Trays
 - iv. Operator Platform
 - v. In-line Rail Scale
 - vi. Hose Reels, Knee Operated Sinks, Knife Sterilizer
 - vii. On-Demand Water Heater
 - viii. knock and bleed unit
 - ix. Provide a hoist to move a deer from a sled adjacent to the unit into the facility. Extended rail outside of the unit (~4'-5')
 - x. Aluminum Deer Cradles with hide hook
 - b. Carcass Aging Cooler unit shall include the following:
 - i. Three Hanging Rail System
 - ii. Split System Refrigeration Equipment (Warranty)

- c. Cut & Wrap unit shall include the following:
 - i. Cutting Tables
 - ii. 3 Basin sink
 - iii. Knee Operated Hand-wash Sink
 - iv. Rinnai On-Demand Water Heater
 - v. Hose Reels
 - vi. Split System Refrigeration Equipment (4 Year Extended Limited Warranty)
 - vii. All necessary meat processing and wrapping Equipment, including but not limited to:
 - 1. Band saw, portable meat saw and bone saw
 - 2. Willsaw 404
 - 3. vaccum sealer
 - 4. Poly strapping system w/ cart, tensioner and sealer

I. ALTERNATIVE #1 –

- a. Modular supplier shall provide, as a separate cost line item, the following in the most cost effective modular solution and in combination with the units listed above; office (USDA FSIS and ADA Compliant), restrooms with shower, washer, dryer and 100 s.f. freezer for storing processed and package food (separate from other freezer requirements).

J. The Modular Supplier is responsible for the following:

- a. Provide a processing system which meets the following standards and criteria:
 - i. Complies with United States Department of Agriculture (USDA) Food Safety and Inspection Services (FSIS) regulation.
 - ii. Complies with the Federal Meat Inspection Act (FMIA).
 - iii. Provides a FSIS-compliant Hazard Analysis Critical Control Point (HACCP) Plan (and the Modular Supplier shall assist with the USDA Grant of Inspection.)
 - iv. Complies with all federal, state and local code requirements including at a minimum the following:
 - 1. **2021** International Building Code
 - 2. **2020** National Electrical Code
 - 3. **2021** International Mechanical Code
 - 4. **2023** Uniform Plumbing code
 - 5. **2021** International Fire Code.
 - 6. 2017 American Institute of Steel Construction: Steel Construction Manual, 15th Edition (AISC)
 - 7. 2016 American Society of Civil Engineers: Minimum Design Loads for Buildings and Other Structures (ASCE 7)
 - 8. American Society for Testing and Materials (ASTM)
 - 9. 2020 American Welding Society: Structural Welding Code – Steel (AWS D1.1)
 - 10. 2016 American Welding Society: Structural Welding Code – Seismic Supplement (AWS D1.8)
 - 11. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. 12101 et seq.),
 - 12. Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.)
 - 13. Accessibility Guidelines for Buildings and Facilities regulations, as

- amended (36 C.F.R. part 1191).
- v. Complies with Sanitation Performance Standards Compliance Guide – Issued March of 2016
 - vi. Complies with the 1999 food code published by the Food and Drug Administration
 - vii. Ensures blowing snow and rain are kept out of the module and don't migrate in from mechanical louvers or wall, roof and floor penetrations.
 - viii. Architectural
 - 1. Provide structural backing, ledgers or angles of corrosion-resistant metal or fiberglass suitable for mounting General Contractor provided stairs and landings at all entries/exits from the modules.
 - 2. Provide marine-grade factory-applied paints and coatings for all exposed surfaces. Painted steel for the module exterior shall meet the following standards and performance requirements:
 - 3. ASTM A755/A755M - Standard Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
 - 4. Base Metal:
 - a. Steel conforming to:
 - i. ASTM A792 Zincalume®, minimum yield 50,000 psi, Thickness 22 gauge / Pre-finished galvanized steel sheet 0.030 inch base metal thickness.
 - ii. For primers thicker than 0.5 mil or if gauge is 20 or 18:
 - 1. Protective Coating:
 - 2. Conforming to ASTM A792, Class AZ50.
 - 5. Exterior Panel Finish: Provide primer and top finish coat on exposed faces; provide primer and backer coat on concealed faces of panels.
 - a. For installation within 1,000ft of saltwater coastline: Polyvinylidene Fluoride, full 70 percent Kynar consisting of a 0.70-0.80 mil baked on primer, 0.70 to 0.80 mil baked on finish coat and 0.45 to 0.55 mil top clear coat with a specular gloss of 8 to 15 when tested in accordance with ASTM D523.
 - 6. Interior Finish:
 - a. Primer Coat Material: Corrosion-resistant primer; primer coat dry film thickness: 0.15 mils; finish coat material: polyester paint, finish coat dry film thickness: 0.35 mils.
 - 7. Air Infiltration: Panel to meet the following standard when in accordance with ASTM E-1680:
 - a. With factory-applied continuous sealant 0.08 cfm/lineal ft. of panel seam at 1.57 psf positive pressure, and 0.13 cfm/lineal ft. of panel seam at 1.57 psf negative pressure.
 - 8. Water Penetration: Panel to meet the following standard when tested in accordance with ASTM-E1646:
 - a. With factory-applied continuous sealant, no leakage at 6.24 psf.
 - 9. Exterior Components: Accommodate the following without damage to system, components or deterioration of seals.
 - a. Movement within system.

- b. Movement between system and perimeter framing components.
- c. Dynamic loading and release of loads.
- d. Deflection of structural support framing.
- e. Expansion and contraction from temperature range of 170 degrees F over a 12-hour period.

ix. Structural

1. Module structural systems must have complete gravity and lateral-force resisting systems which provide a continuous load path to the foundation system.
2. Assume a minimum of six (6) total connections to the foundation system with three (3) connections along each longitudinal side of each module. Coordinate with on-site design team for connection locations to foundation system.
3. Provide each module with necessary steel substructure framing to support the module during shipping and placement and connection to the foundation system by the GC. The finish floor height of each module will be approximately 48" above surrounding grade.
4. Specific design loads, materials, and the strength and quality of the materials indicated herein shall be considered minimums. If design loads or materials are not specifically prohibited, and they meet the requirement of the specified codes and standards, they may be included.
5. Structural Design Criteria
 - a) Modules shall be considered Risk Category II in accordance with ASCE 7.
 - b) Dead Loads shall be according to the actual weight of the construction and building materials. Weights of various building materials may be taken from applicable tables of ASCE 7.
 - c) Live loads shall be according to the requirements of ASCE 7, Table 4.3-1 based on actual use.

a. Roof	20 psf (see also snow load section)
b. Modules, Floor	125 psf
 - d) Snow load procedures shall be in accordance with ASCE 7 with minimum ground and flat roof snow load shall be as noted below. Drift and unbalanced snow load design procedures shall be in accordance with ASCE 7.

a. Ground Snow, Pg	95 psf
b. Importance Factor, Is	1.0
c. Exposure Factor, Ce	0.7
d. Thermal Factor, Ct	1.1
e. Min. Flat Roof Snow, Pf	47 psf
 - e) Wind load design procedures shall be in accordance with ASCE 7 and the minimum criteria as noted below.

a. Basic Wind Speed, V	160 mph
b. Exposure Category	D

- c. Importance Factor, I_w 1.0
 - d. Topographic Factor, K_{zt} 1.0
 - e. Directionality Factor, K_d 0.85
 - f. Ground Elevation Factor, K_e 1.0
 - g. Gust Factor, G 0.85
 - h. Enclosure Classification Enclosed
 - f) Seismic load design procedures shall be in accordance with ASCE 7 and the minimum criteria as noted below.
 - a. Spectral Accel., S_s 0.19g
 - b. Spectral Accel., S_1 0.074g
 - c. Importance Factor, I_e 1.0
 - d. Site Class D
 - e. Seismic Design Category B
 - f. Design Spectral Accel., S_{ds} 0.202g
 - g. Design Spectral Accel., S_{d1} 0.118g
- 6. Materials: Substructure Steel Framing
 - a) Substructure steel framing design and construction shall be in accordance with AISC.
 - b) Structural steel shapes shall conform to the following ASTM specifications:
 - a. Wide Flange and WT ASTM A992
 - b. Angles and Channels ASTM A36
 - c. Plates ASTM A36 or ASTM A572
 - d. Hollow Structural Section (HSS) ASTM A500, Grade C
 - e. Pipe ASTM A53, Grade B
 - c) Structural steel welding shall be in accordance with AWS D1.1 and AWS D1.8 performed by welders certified for rod and position.
 - d) Structural steel exposed to weather in the finished product shall be hot-dipped galvanized.
- x. Electrical
 - 7. General:
 - a) All electrical equipment and wiring shall be listed and labeled for their intended application by a Nationally Recognized Testing Laboratory (NRTL).
 - b) The electrical installation shall comply with the 2020 National Electric Code (NEC), state and local codes, and National Electrical Contractors Association (NECA) standards of installation.
 - c) All wiring shall be copper with XHHW-2 insulation.
 - d) Conductors shall be #12 AWG minimum and installed in conduit or approved raceway. Minimum conduit size shall be 3/4".
 - 8. Power Interface to Modules:
 - a) Provide each module with an exterior single point disconnect switch prewired to an interior branch circuit panel to support all module loads. Provide panel with main circuit breaker and all required branch circuit

OCPDs. Disconnect switch shall be NEMA 4X, 316 stainless steel, heavy duty series construction with lockout capability and ground bus capable of accepting #2AWG grounding electrode conductor.

- b) A 208V, 3-Phase, 4-Wire power connection to each module disconnect switch will be provided by the GC via an 600A Main Distribution Panel (MDP) located within an adjacent support building on site. The MDP has 350A available capacity to support the modules.

9. Lighting:

- a) Provide interior module lighting per FSIS standards. Interior lighting level shall average 20 foot candles minimum at the floor level and 50 foot candles minimum at all workstation surfaces. All interior lighting shall be LED and damp location listed.
- b) Provide exterior light fixtures at all module doorways and designated areas where site lighting is required. Exterior fixtures may be removable for shipment. All exterior lighting shall be LED with aluminum housing rated IP66 and -40 degree F temperature rating with photocell control.
- c) Provide interior and exterior emergency egress light fixtures maintaining a minimum of 1 foot candle average along the path of egress. Exterior fixtures shall be remote heads mounted at doorways. All emergency lighting shall be LED NEMA 4X rated and -40 degree F temperature rating.
- d) Provide self illuminating or photo luminescent type exit placards mounted on all module egress doors.

xi. Mechanical

- 10. Provide complete plumbing and HVAC systems that comply with USDA and code requirements for the local jurisdiction. Systems shall include heating, cooling, ventilation, refrigeration, plumbing, roof drainage, and fuel oil supply.
 - 11. All heating and hot water shall be provided by fuel oil fired equipment. Propane is not allowable.
 - 12. Arctic hoods and insulated, motorized dampers are required for all ventilation openings into the building. Louvers are not allowable.
- b. Coordinate with the project design team to ensure utility connection locations, and sizes are coordinated with the modular design.
 - c. Coordinate with the GC for the shipping, delivery and assembly of the modules.
 - d. Work in conjunction with the GC to assemble and install the modules in accordance with the approved project site plan and GC's construction schedule.
 - e. Coordinate with the GC during construction of all on-site utilities to the module
 - f. Make modular assembly plant available for Owner and GC inspection during the modular assembly process.
 - g. Provide periodic onsite inspection reports (at a minimum, weekly) to the owner during module construction/assembly in the plant and onsite in Savoonga during construction.
 - h. Provide on site training to the SRCC for the following:
 - i. USDA Hazard and Critical Control Point (HACCP) Write-up and Training
 - i. Provide training for all elements of the meat processing system.
 - i. The project design team is responsible for obtaining all required permits and approvals for the following:

1. The Modular Supplier shall be responsible for resolving questions or resolving design issues with the Fire Marshall prior to final payment.

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 Modular Supplier will need to be on board quickly and immediately be able to collaborate with the project design team to integrate the modular units into the site plan.

The term of the contract will be for a period estimated to be three (3) 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)).

The selected modular supplier is subject to compliance with 2 CFR Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Form CD-512 will be sent to the successful applicant and will become part of the contract.

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.

1. Qualifications/Experience: Provide professional qualifications and experience of project team in relation to particular services required especially working in rural coastal arctic environments. Provide an organizational chart of the proposed team. 10 Points
2. Experience with Reindeer Operations/ modular meat processing systems: 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, USDA and its unique grant requirements and proposal process. 10 points
3. Training Plan: Provide a summary of the training plan for operating the facility and your approach to writing and supporting the FSIS-compliant Hazard Analysis Critical Control Point (HACCP) Plan. Explain your approach to providing onsite training for the SRCC employees. 5 points
4. Native Preference: Kawerak provides a preference for Native ownership of firm in accordance with P.L. 93-638, Section 7(b). 5 Points

5. Cost: Provide proposed lump sum costs for a turn key modular system as described in this document. 70 Points

<u>Contractor Selection Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Max. Score</u>
1. Qualifications/Experience	10	100	10%
2. Reindeer Experience	10	50	5%
3. Training Plan	5	50	5%
4. Native Preference	5	50	5%
5. Cost	70	750	75%
Total	100	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 emailing ed.leonetti@coffman.com

**KAWERAK, INC.
PURCHASE AGREEMENT
REINDEER PROCESSING
MODULES**

This agreement (“Agreement”) is hereby made between Kawerak, Inc., P.O. Box 948, Nome Alaska 99762, (907) 443-5231, (“Kawerak”), and _____, (“Contractor”) (collectively, “the Parties”) to purchase a turn key modular reindeer slaughtering facility (“Modules”), provide support to the General Contractor in shipping, installing the Modules, and provide training for use of the Modules, as provided herein.

1. TERM OF CONTRACT

This Agreement shall commence on _____ and shall terminate on or before _____ (“Term”) which is the contemplated date of completion for this aspect of the Reindeer Project, 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 the following product and perform the following services in performance of the scope of work for this Agreement (“Scope of Work”):

See attached “RFP-Modular Reindeer Processing Facility”, including the specifications for the Modules, coordination with the General Contractor, and training requirements, which are hereby incorporated by reference as Addendum 1 into this Agreement.

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

Contractor shall be compensated as provided in Contractor’s Response to the RFP, dated _____, which is hereby incorporated by reference as Addendum 2 into this Agreement. Payments will be made to Contractor as provided in Section 5.

4. EXPENSES

No additional expenses shall be paid unless agreed to in advance in writing by Kawerak.

5. SCHEDULE OF PAYMENT

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, as follows:

- 50% payment upon approved floor plan

- 25% payment upon shipping (when the General Contractor takes the Modules from the manufacturing facility)
- 25% final payment—14 days after onsite training is completed.

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 the Scope of Work 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.

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 omissions) insurance with limits of not less than one million dollars (\$1,000,000).
- Insurance as may be required to protect the Modules until accepted by the General Contractor at the manufacturing facility.

Kawerak shall be named as an additional insured in each policy herein provided, except for worker's compensation, professional liability, and employer's Liability insurance. 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.

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 Kawerak:

For Contractor:

Name: Ed Leonetti

Name:

Phone: (907)257-9290 (work)

Phone:

Cell: (907) 830-5283

Cell:

Email: ed.leonetti@coffman.com

Email:

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.

20. COMPLIANCE WITH KAWERAK MANDATORY VACCINE POLICY

The Board of Directors of Kawerak, Inc. adopted a mandatory vaccination policy (“Mandatory Vaccine Policy”) applicable to all employees, volunteers, Board members, and contractors. The Mandatory Vaccine Policy 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.

CONTRACTOR

KAWERAK, INC.

Authorized Signature

President

Dated: _____

Dated: _____



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.