

Native Village of Eyak
110 Nicholoff Way
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Cordova, Alaska 99574-1388
P (907) 424-7738 * F (907) 424-7739
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Request for Proposal

Healthcare Project Manager

Native Village of Eyak
Cordova, Alaska

June 29, 2026

Proposals Due 5:00 p.m., July 27, 2026



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Native Village of Eyak
REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

1. Purpose

The Native Village of Eyak (“NVE”) in Cordova, Alaska, is seeking proposals for a single, qualified healthcare project manager to facilitate planning in three prime areas: financial modeling, development planning for a new facility, and planning for possible acquisition of the local critical access hospital. It is not intended that this project manager will perform these studies but have experience in each to oversee procurement and execution of them.

1.1 Background

NVE owns and operates the Ilanka Community Health Center (IHC) in Cordova, Alaska. IHC delivers a full range of primary care services within an outdated healthcare facility built in 1955. This facility has several deficiencies, and NVE is looking into options to replace and/or combine medical service with the local critical access hospital.

2. Submission Guidelines

2.1 Eligibility

By Proposer’s submission of a proposal in response to this RFP, Proposer’s attests it is not ineligible (i.e., disbarred) from participation in any projects by local, state, or federal governments.

2.2 Proposal Submittal Deadline

Proposals must be received by 5:00pm AST on Monday, July 27, 2026.

2.3 Submission of Proposals

Bids may be submitted in person, by mail, or by email:

In person: Native Village of Eyak
Ilanka Community Health Center
ATTN: Nicole Piche
705 Second Street
Cordova, AK 99574

By mail: Native Village of Eyak
Ilanka Community Health Center
ATTN: Nicole Piche
PO Box 2290
Cordova, AK 99574



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By email: nicole.piche@eyak-nsn.gov

2.4 Proposal Format & Page Limit

Proposals shall be limited to a maximum of 15 pages. Covers, table of contents, one-page cover letter and resumes shall not count against the page maximum. Separate pages for section dividers are not desired.

Font sizes should not be less than 11 points, excluding captions.

Proposal format shall follow the headings in Section 3 of this RFP and respond to each criterion in that section.

Brevity is desired. Marketing materials such as brochures are not desired.

Proposals not conforming to these requirements, or that are uncertain or incomplete, shall not be considered.

2.5 Questions

Questions regarding the RFP should be submitted via e-mail to Nicole Piche with NVE at nicole.piche@eyak-nsn.gov

2.6 Required Review

Proposers must carefully review the RFP for defects and questionable or objectionable material. Such defects must be reported to the contact in Section 2.5 via e-mail and received at least two days prior to the deadline for receipt of proposals. This will allow sufficient time to issue an addendum if one is required. This will help prevent the evaluation of proposals based on a defective RFP. Protests based on an omission, error, or the content of the RFP, will be disallowed if notice of the defect is not made as set out above.

2.7 Pre-Proposal Meeting

A pre-proposal meeting is not anticipated.

3. Selection Criteria

All proposals shall follow the order presented below and shall be evaluated per each of the criteria.

Proposals received in response to this RFP shall be reviewed by a selection committee. The committee may elect to identify the top ranked respondents for a short-list, and may, at its discretion, decide to interview the short-listed respondents. If interviews are held,



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Proposers shall be responsible for all expenses associated with such interviews.

Proposals are reviewed by the designated NVE Selection Committee established for this project.

3.1 Individual Project Manager Qualifications & Experience (40%)

Provide a brief background and history of the firm.

Describe in detail the proposed project manager's experience, qualifications, and past projects that are similar to the scope of services of this solicitation.

Provide any experiences working with the Indian Health Services and/or Tribal Health Organizations.

Provide three written professional references with contact information as related to this RFP's scope of services.

3.2 Approach (30%)

Describe Proposer's proposed detailed approach to the scope of services. At minimum, include the following:

- Description of methodology for completing the full scope of work
- Proposed project timeline if different from the outlined timeline in the RFP

3.3 Price (30%)

Provide the proposed hourly rate for the proposed project manager. Other support staff, principals, and administrative staff are not anticipated for this scope of services and would be part of the project manager's overhead multiplier.

The lowest price shall be scored at 100% of the possible points of this section, and the other proposers' higher rates shall be scored directly proportional to the lowest price submitted.

3.4 Native Preference

Preference shall be applied for qualified Indian or Native Alaskan owned organizations. Proof of qualification is required with proposal



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4. Scope of Services

Objective

The healthcare project manager (PM) will coordinate and manage the three core project objectives listed in sections 4.2 to 4.4. Unless otherwise described herein, it is not the intent of this RFP for the project manager to complete the work identified in these three core work areas directly, but the project manager shall have the requisite qualifications and experience in the three work areas in order to oversee other vendors who shall perform that work. A PM with only generic project management and coordination skills is not desired. It is anticipated that the successful PM will work with NVE to develop more robust scopes of services and descriptions of deliverables with NVE to solicit prime service suppliers (not subconsultants), whom the PM will oversee and coordinate their work and serve as a primary contact to NVE for reporting.

4.1 Administrative

4.1.1 Contract

The proposed contract is included in Exhibit 'A' of this solicitation. If Proposer has any objections to language in this contract, they are required to specifically list these objections in their response to this RFP and offer alternate contract language for consideration if they are identified as the apparent successful proposer. If Proposer does not list any objections, Proposer accepts the terms of the contract as included in this solicitation.

4.1.2 Ownership and Rights

All documents, data, reports, analyses, financial models, drawings, designs, plans, specifications, presentations, and any other materials produced under the successful proposer's contract shall be the sole property of the Native Village of Eyak (NVE). The project manager and any subcontractors shall retain no ownership, interest, or rights to the work products upon completion or termination of the contract.

NVE shall have full, unrestricted rights to use, reproduce, modify, distribute, publish, or otherwise utilize any work products created under this project for any governmental, operational, planning, funding, or administrative purpose. This includes the right to share materials with ICHC, Tribal Council, federal and state agencies, funding partners, architects, engineers, and other consultants.

4.1.3 Independent Contractor

The successful proposer will serve as an independent contractor and will not be considered an employee, agent, or representative of NVE or ICHC.



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4.1.4 Proposal Confidentiality

NVE may require, seek, and utilize all information it deems appropriate to assess the qualifications of individual Proposers. Unless otherwise clearly specified by the Proposer, information in proposals submitted in response to this RFP shall be considered public information and may, at NVE's discretion, be released to the public at the conclusion of the evaluation, selection and contract award process, with the exception of the rate information submitted in response to the pricing criteria. Any other information related to pricing or capacity that Proposers consider confidential and/or proprietary and wish to remain unavailable for public disclosure should be clearly identified.

4.1.5 Waiver of Formalities

NVE reserves the right to waive any formalities in the selection process and to select as deemed in its own best interest.

4.1.6 Statement of Non-liability

NVE reserves the right to reject all proposals if it deems that doing so is in its best interest.

Minor informalities that do not affect responsiveness may be waived by NVE.

NVE shall not be liable for any decision to reject a proposal, to not purchase services, to partially award services, or for altering deployment characteristics or requirements from those specified in this RFP.

NVE's liability, if any, shall be governed by the terms of the contract that is entered into after NVE accepts a proposal.

NVE shall not be liable for any costs associated with preparation or submission of Proposer's submittals to this RFP.

4.2 Services – Management of Financial Modeling

4.2.1 Review of Past Documents

- The successful proposer will review past documentation on previous planning efforts, and of historical financial data, operational performance, and service utilization trends of ICHC.



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4.2.2 Identify Sources of Funding

The successful proposer will identify external funding opportunities for healthcare capital projects and design a capital investment strategy that aligns with the long-term vision for ICHC's expansion as guided by the NVE Tribal Council.

4.2.3 Manage Financial Consultant

The successful proposer shall work with NVE to develop a robust scope of services to procure a financial consultant. The successful proposer shall manage and coordinate this third party's efforts. The third party will, but not be limited to, preparing financial models illustrating various capital stack scenarios to present to Tribal Council.

The successful proposer shall anticipate weekly or biweekly project management update meetings with ICHC/NVE administration.

4.3 Services – Development Planning for New Facility

The successful proposer shall work with NVE to develop a robust scope of services to procure an engineering team to develop options for possible relocation of existing ICHC healthcare services, whether to a new stand-alone site, or colocation with the local critical access hospital. The successful proposer shall manage and coordinate this third party's efforts. The third party will, but not be limited to, review current facility surveys of the existing hospital and perform an additional deep look survey, look at alternative sites in Cordova that have access to utilities, look at possibly using a phased approach, and develop concept designs for feasible options.

A different party shall perform construction management of the preferred solution, whether collocating with the current hospital or constructing a new clinic on a different site. The successful proposer shall anticipate weekly or biweekly project management update meetings with ICHC/NVE administration.

4.4 Acquisition Strategy Development

The successful proposer shall work with NVE to develop a robust scope of services to procure a consultant to develop an analysis for the acquisition of the local critical access hospital. The successful proposer shall manage and coordinate this third party's efforts. The third party will, but not be limited to developing feasibility studies needed in the acquisition of an existing healthcare facility and line of business as part of a possible healthcare consolidation strategy that will improve access to quality healthcare. This includes assessing potential acquisition targets, financial implications, and operational impacts.



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The successful proposer shall anticipate weekly or biweekly project management update meetings with ICHC/NVE administration.

4.5 Timeline

NVE anticipates that the successful proposer will commence work as soon as practicable and complete all work within the established overall project deadline, subject to alignment with NVE's strategic plan, availability of funding, and the feasibility of integrating medical services. The successful proposer will report directly to the ICHC Executive Director.

The phased timeline below outlines the anticipated sequencing of work and key activities and may be refined in collaboration with the successful proposer to ensure alignment with project needs and conditions, while maintaining adherence to the overall project timeline.

- Months 1: kick off meeting with NVE/ICHC administration, review of past documentation, ICHC operational assessment, initial funding scan.
- Months 2-6: Work with NVE to develop, advertise, interview, score and award solicitations for the three prime consultants: financial modeling, siting analysis, and acquisition strategy development.
- Months 6-10: Manage the efforts of the three prime consultants in their respective tasks.
- Months 10-12: Final presentations and reports to governing bodies.

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Exhibit 'A'

Professional Services Contract



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Native Village of Eyak PROFESSIONAL SERVICES AGREEMENT

(ICHC Healthcare Expansion Project Manager)

This Professional Services Agreement (this “Agreement”) is made and entered into as of _____, 2026 (the “Effective Date”), by and between the Native Village of Eyak, a federally recognized Alaska Native tribe (“NVE”), and _____ (“Contractor” or the “Project Manager”). NVE and Contractor are each a “Party” and together the “Parties.”

RECITALS

WHEREAS, NVE owns and operates the Ilanka Community Health Center (“ICHC”), a Tribal Federally Qualified Health Center serving the community of Cordova, Alaska;

WHEREAS, NVE issued a Request for Proposals dated [RFP DATE] for professional project management services to support the expansion of ICHC’s services, capacity, and infrastructure (the “RFP”);

WHEREAS, Contractor submitted a proposal in response to the RFP dated _____ (the “Proposal”), and NVE has selected Contractor through its selection process to perform the services described in this Agreement;

WHEREAS, the Parties intend that Contractor serve as an independent contractor and that all work products belong solely to NVE; and

WHEREAS, the Parties desire to set forth the terms and conditions of Contractor’s engagement;

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Section 1. Definitions

As used in this Agreement, the following terms have the meanings set forth below. Other terms are defined where they first appear.



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1.1 “Deliverables” means the reports, analyses, financial models, plans, studies, recommendations, presentations, and other work products that Contractor is required to prepare or deliver under the Scope of Services.

1.2 “ICHC Executive Director” means the Executive Director of ICHC, or her designee, who serves as NVE’s primary representative for day-to-day administration of this Agreement.

1.3 “Project” means the ICHC healthcare expansion initiative described in the Scope of Services, including a business plan and capital investment strategy, a facilities development plan, and an acquisition strategy.

1.4 “Scope of Services” means the services, tasks, and deliverables described in Section 2 and Exhibit A.

1.5 “Work Product” means all Deliverables and all documents, data, reports, analyses, financial models, drawings, designs, plans, specifications, presentations, and any other materials produced by Contractor or its subcontractors under this Agreement, whether complete or in progress.

Section 2. Engagement and Scope of Services

2.1 Engagement. NVE engages Contractor, and Contractor accepts the engagement, to serve as project manager for the Project and to perform the Scope of Services in accordance with this Agreement.

2.2 Scope of Services. Contractor will develop and lead all phases of the Project, including (a) a business plan and capital investment strategy; (b) a facilities development plan; and (c) an acquisition strategy, all as more fully described in Exhibit A (Scope of Services), which is incorporated by reference.

2.3 Coordination. Contractor will work directly with and report to the ICHC Executive Director and will coordinate with the NVE Tribal Council, ICHC staff, and other stakeholders as directed by NVE. NVE may designate the ICHC Executive Director or another representative to direct and approve Contractor’s work on a day-to-day basis.

2.4 Order of Precedence. If there is a conflict among the documents comprising this Agreement, the following order of precedence controls: (a) this Agreement and its Exhibits, except for Exhibit D; (b) the RFP; and (d) Exhibit D (the Proposal).

2.5 Changes. Any change to the Scope of Services must be set forth in a written amendment or change order signed by both Parties before the changed work is performed. Contractor



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is not entitled to compensation for work outside the Scope of Services performed without NVE's prior written authorization.

Section 3. Term and Schedule

3.1 Term. This Agreement begins on the Effective Date and, unless terminated earlier under Section 16, continues until the earlier of (a) completion and NVE's acceptance of all Deliverables, or (b) [30] months after the Effective Date (the "Term").

3.2 Schedule. Contractor will perform the Scope of Services in accordance with the estimated timeline in Exhibit A. The Parties acknowledge that the timeline is an estimate and is subject to change based on the availability of funding, alignment with NVE's strategic plan, and the feasibility of the Project. NVE may adjust the sequence, priority, and timing of tasks by written notice.

3.3 Extension. The Parties may extend the Term by written amendment.

Section 4. Compensation and Payment

4.1 Compensation. As full compensation for satisfactory performance of the Scope of Services, NVE will pay Contractor in accordance with the rates and payment schedule in Exhibit B (Compensation), in a total amount not to exceed \$_____ (the "Contract Maximum") without a written amendment. Contractor will monitor its fees against the Contract Maximum and will notify NVE in writing when [80%] of the Contract Maximum has been incurred.

4.2 Invoices. Contractor will submit [monthly] invoices to the ICHC Executive Director. Each invoice will identify the services performed, the personnel performing them, the hours expended (if billed hourly) or the milestone achieved (if billed by milestone), the applicable rate, and the amount due, and will reference this Agreement.

4.3 Payment. NVE will pay undisputed amounts within [thirty (30)] days after receipt of a correct and complete invoice. NVE may withhold payment, in whole or in part, for any Deliverable or service that does not conform to this Agreement until the nonconformity is corrected, and may set off against amounts due any amounts Contractor owes NVE.

4.4 Expenses. [Reimbursable expenses, if any, must be approved by NVE in writing in advance and supported by receipts; travel will be reimbursed at the applicable federal per diem and mileage rates.] [Alternatively: Contractor's rates are inclusive of all expenses, and NVE will not separately reimburse expenses.]



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4.5 Taxes. Contractor is solely responsible for all taxes arising from compensation paid under this Agreement. NVE will not withhold any taxes on Contractor's behalf.

4.6 Availability of Funds; Non-Appropriation. NVE's payment obligations are subject to and contingent upon the availability of funds appropriated or otherwise lawfully available for the Project, including grant and federal funds. If such funds are not appropriated, are de-obligated, or otherwise become unavailable, NVE may suspend or terminate this Agreement under Section 16 with no further liability except payment for services satisfactorily performed and accepted before the effective date of suspension or termination.

Section 5. Independent Contractor Status

5.1 Independent Contractor. Contractor is an independent contractor and is not an employee, agent, partner, joint venturer, or representative of NVE or ICHC. Nothing in this Agreement creates an employment, agency, partnership, or joint venture relationship.

5.2 No Authority to Bind. Contractor has no authority to bind NVE or ICHC or to incur any obligation on their behalf, except as expressly authorized by NVE in writing.

5.3 No Benefits. Contractor and its personnel are not eligible for and waive any claim to NVE or ICHC employee benefits, including health insurance, retirement, paid leave, workers' compensation, and unemployment benefits.

5.4 Contractor Responsibilities. Contractor is solely responsible for its personnel, including their compensation, benefits, taxes, withholding, workers' compensation coverage, and compliance with applicable employment laws.

Section 6. Key Personnel and Subcontractors

6.1 Key Personnel. Contractor will perform the Scope of Services using the key personnel identified in the Proposal (or Exhibit C). Contractor will not remove or replace any key personnel without NVE's prior written consent, which will not be unreasonably withheld, and will provide replacements of equal or greater qualifications.

6.2 Qualifications. Contractor represents that it and its personnel possess the experience, qualifications, certifications, and licenses necessary to perform the Scope of Services, including relevant experience with healthcare capital projects and with the Indian Health Service and/or Tribal Health Organizations.

6.3 Subcontractors. Contractor will not subcontract any material portion of the Scope of Services without NVE's prior written consent. Contractor remains fully responsible for the



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acts and omissions of its subcontractors. Contractor will include in every subcontract the provisions necessary to flow down NVE's rights under this Agreement, including provisions governing ownership of Work Product, confidentiality, protected health information, sovereign immunity, insurance, indemnification, and compliance with law.

6.4 Removal. NVE may, by written notice, require Contractor to remove from the Project any individual or subcontractor whose performance or conduct NVE reasonably determines to be unsatisfactory or contrary to NVE's interests.

Section 7. Standard of Performance; Warranties

7.1 Standard of Care. Contractor will perform the Scope of Services in a professional and workmanlike manner, consistent with the degree of skill and care ordinarily exercised by qualified professionals performing similar services, and in accordance with applicable professional standards.

7.2 Compliance. Contractor will perform the Scope of Services in compliance with all applicable federal, tribal, and (to the extent applicable) state laws, regulations, and healthcare facility standards relevant to the Deliverables.

7.3 Warranty. Contractor warrants that the Deliverables will conform to the requirements of this Agreement and the Scope of Services. If NVE notifies Contractor of a nonconformity within ninety (90) days after delivery of a Deliverable, Contractor will promptly correct it at no additional charge.

7.4 Review and Acceptance. NVE will have thirty (30) days after receipt of a Deliverable to review and to accept or reject it. NVE may reject any nonconforming Deliverable by written notice describing the nonconformity, and Contractor will correct and resubmit it within a reasonable time. NVE's review or acceptance does not relieve Contractor of responsibility for the accuracy or adequacy of the Deliverables.

Section 8. Ownership of Work Product; Intellectual Property

8.1 Sole Property of NVE. All Work Product is and will be the sole and exclusive property of NVE. Contractor and its subcontractors retain no ownership, interest, or rights in the Work Product upon its creation or upon the completion or termination of this Agreement.

8.2 Work Made for Hire; Assignment. The Work Product is "work made for hire" to the maximum extent permitted by applicable law. To the extent any Work Product does not qualify as work made for hire, Contractor irrevocably assigns to NVE, effective upon



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creation, all right, title, and interest in and to the Work Product, including all copyrights and other intellectual property rights. Contractor will execute any documents reasonably necessary to perfect or evidence NVE's ownership.

8.3 NVE's Rights. NVE has full, unrestricted rights to use, reproduce, modify, distribute, publish, or otherwise utilize the Work Product for any governmental, operational, planning, funding, or administrative purpose, including sharing it with ICHC, the NVE Tribal Council, federal and state agencies, funding partners, architects, engineers, and other consultants.

8.4 Delivery. Upon completion or termination of this Agreement, or upon NVE's request, Contractor will promptly deliver to NVE all Work Product, including drafts, underlying data, and source files, in both editable (native) and final formats.

8.5 Pre-Existing Materials. To the extent Contractor incorporates into the Work Product any pre-existing materials or tools that Contractor owns, Contractor grants NVE a perpetual, irrevocable, royalty-free, worldwide, sublicensable license to use those materials as part of the Work Product.

Section 9. Confidentiality

9.1 Confidential Information. "Confidential Information" means non-public information disclosed by NVE or ICHC to Contractor, or accessed or created by Contractor in connection with the Project, including financial data, operational data, patient information, business and strategic plans, and the Work Product.

9.2 Obligations. Contractor will (a) use Confidential Information solely to perform the Scope of Services; (b) not disclose Confidential Information to any third party without NVE's prior written consent; and (c) protect Confidential Information using at least reasonable care.

9.3 Exclusions. Confidential Information does not include information that (a) is or becomes public through no fault of Contractor; (b) was rightfully known to Contractor without an obligation of confidentiality before disclosure; or (c) is independently developed by Contractor without use of Confidential Information.

9.4 Compelled Disclosure. If Contractor is legally compelled to disclose Confidential Information, Contractor will, to the extent legally permitted, promptly notify NVE so NVE may seek a protective order or other relief.



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9.5 Return. Upon termination or NVE's request, Contractor will return or destroy all Confidential Information in its possession, except copies required to be retained by law, which remain subject to this Section.

Section 10. Protected Health Information; HIPAA

10.1 Business Associate. To the extent Contractor creates, receives, maintains, or transmits protected health information ("PHI") on behalf of ICHC, Contractor is a "business associate" under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations at 45 C.F.R. Parts 160 and 164 (collectively, "HIPAA").

10.2 Business Associate Agreement. In the event Contractor is required to access any PHI, Contractor will execute the Business Associate Agreement provided by NVE/ICHC and will comply with HIPAA and that agreement. Contractor will limit its use and disclosure of PHI to the minimum necessary to perform the Scope of Services.

Section 11. Conflicts of Interest

11.1 No Conflict. Contractor represents that it has no financial or other interest, and will not acquire any interest, that would conflict with its performance under this Agreement or with NVE's interests.

11.2 Disclosure. Contractor will promptly disclose to NVE in writing any actual or potential conflict of interest, including any relationship with a potential acquisition target, architectural or engineering firm, vendor, lender, or funding source involved in the Project.

11.3 Procurement Integrity. Because Contractor assists NVE in selecting an architect/engineering firm and in evaluating acquisition targets, Contractor will (a) have no undisclosed financial interest in, or arrangement with, any firm or target under consideration; (b) conduct each selection and evaluation objectively and in NVE's best interest; and (c) not itself bid on, or accept compensation from any party bidding on, the design or construction work resulting from the Project without NVE's prior written consent.

Section 12. Insurance

12.1 Required Coverage. During the Term and for two (2) years after, Contractor will maintain, at its own expense, insurance with carriers reasonably acceptable to NVE, with at least the following limits:



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- (a) Commercial General Liability – \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (b) Professional Liability (Errors and Omissions) – \$1,000,000 per claim and \$2,000,000 aggregate;
- (c) Workers’ Compensation as required by applicable law; and
- (d) Automobile Liability – in an amount meeting or exceeding statutory minimums in Alaska, if any automobiles are used in performance of the Work

12.2 Additional Insured. The commercial general liability and automobile liability policies will name NVE and ICHC as additional insureds and will be primary and non-contributory.

12.3 Certificates. Before commencing work, and upon each renewal, Contractor will furnish certificates of insurance evidencing the required coverage. Each policy will require at least [thirty (30)] days’ prior written notice to NVE of cancellation or material change.

12.4 No Waiver of Immunity. Contractor’s maintenance of insurance, and NVE’s status as an additional insured, do not waive, limit, or otherwise affect NVE’s sovereign immunity.

Section 13. Indemnification

13.1 By Contractor. Contractor will indemnify, defend, and hold harmless NVE, ICHC, and their respective councils, officers, employees, and agents from and against all claims, damages, losses, liabilities, and expenses (including reasonable attorneys’ fees and costs) arising out of or relating to (a) the negligence, willful misconduct, or breach of this Agreement by Contractor or its subcontractors; (b) any claim that the Work Product infringes or misappropriates the intellectual property rights of any third party; or (c) Contractor’s violation of any applicable law.

13.2 No NVE Indemnity. NVE does not and will not indemnify, defend, or hold harmless Contractor or any other party. Nothing in this Agreement waives NVE’s sovereign immunity or obligates NVE to indemnify any person.

Section 14. Sovereign Immunity Preserved

14.1 Sovereign Immunity Preserved. NVE is a federally recognized tribe that possesses sovereign immunity from unconsented suit. Nothing in this Agreement waives, limits, or otherwise affects NVE’s sovereign immunity, and no waiver may be implied. Neither the execution nor the performance of this Agreement constitutes a waiver of NVE’s sovereign immunity.



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14.2 No Waiver by Other Provisions. No provision of this Agreement – including provisions regarding insurance, indemnification, governing law, dispute resolution, or the designation of NVE as an additional insured – constitutes a waiver of NVE’s sovereign immunity.

Section 15. Dispute Resolution; Governing Law

15.1 Governing Law. This Agreement is governed by and construed in accordance with the laws of the Native Village of Eyak and applicable federal law, without regard to conflict-of-laws principles. Where NVE law does not address an issue, the Parties may look to general principles of contract as persuasive, but not binding, guidance, except where preempted by tribal or federal law.

15.2 Informal Resolution. Before initiating any formal proceeding, the Parties will attempt in good faith to resolve any dispute through negotiation between the ICHC Executive Director and Contractor’s principal within thirty (30) days after written notice of the dispute.

15.3 Forum; Exhaustion of Tribal Remedies. Subject to Section 14, any dispute not resolved informally will be brought exclusively in the Native Village of Eyak Tribal Court

15.4 No Waiver. NVE’s agreement to the dispute-resolution provisions of this Section does not waive its sovereign immunity.

Section 16. Termination

16.1 Termination for Convenience. NVE may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) days’ written notice to Contractor.

16.2 Termination for Cause. Either Party may terminate for the other Party’s material breach if the breach is not cured within fifteen (15) days after written notice describing it. NVE may terminate immediately upon notice for Contractor’s failure to maintain required insurance, breach of Section 9 (Confidentiality) or Section 10 (HIPAA), or conduct that exposes NVE or ICHC to material legal, financial, or reputational harm.

16.3 Non-Appropriation. NVE may suspend or terminate this Agreement under Section 4.6 if funds become unavailable.

16.4 Effect of Termination. Upon any termination, Contractor will (a) stop work as directed in the notice; (b) promptly deliver to NVE all Work Product (including drafts and underlying data); and (c) be entitled to payment only for services satisfactorily performed and Deliverables accepted before the effective date of termination, subject to NVE’s rights of



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withholding and setoff. NVE will not be liable for anticipated profits or for work outside the Scope of Services.

16.5 Survival. Sections 8, 9, 10, 13, 14, 15, 19, and 22, and any other provision that by its nature should survive, survive termination of this Agreement.

Section 17. Compliance with Laws; Alaska Native Preference

17.1 Compliance. Contractor will comply with all applicable federal, tribal, and (to the extent applicable) state laws and regulations in performing the Scope of Services.

17.2 Alaska Native Preference. Contractor acknowledges NVE's policy of Alaska Native preference in hiring and contracting. To the extent applicable to the Project and its funding, Contractor will comply with Alaska Native preference requirements established by NVE in its employment and subcontracting for the Project.

Section 18. Federal Funding Requirements

18.1 Federal Award Terms. If any portion of the services is funded by a federal award, Contractor will comply with all applicable requirements of the award and of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including any applicable contract provisions required by 2 C.F.R. § 200.327 and Appendix II to Part 200.

18.2 Debarment and Suspension. Contractor represents that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal programs, and will immediately notify NVE if that status changes.

18.3 No Federal Liability. The United States is not a party to this Agreement and has no liability or obligation under it.

Section 19. Records and Audit

19.1 Records. Contractor will maintain complete and accurate records relating to the Scope of Services and amounts billed for at least three (3) years after final payment, or longer if required by an applicable federal award or by NVE's records-retention requirements.

19.2 Audit. NVE may examine and audit Contractor's records relating to this Agreement. Contractor will provide reasonable access to those records and to relevant personnel for this purpose.



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Section 20. Force Majeure

Except for payment obligations for services already performed, neither Party is liable for any delay or failure to perform caused by events beyond its reasonable control, including acts of God, natural disasters, severe weather and sea conditions, fire, flood, epidemic or pandemic, governmental action, and labor disputes. The affected Party will notify the other promptly and use commercially reasonable efforts to mitigate and resume performance.

Section 21. Notices

All notices must be in writing and delivered by hand, by certified mail (return receipt requested), by nationally recognized overnight courier, or by email with confirmation of receipt, to the addresses below (or as updated by written notice). Notice is effective upon delivery (or, for email, upon confirmation).

If to NVE:

Native Village of Eyak
Attn: ICHC Executive Director
705 Second Street / PO Box 2290
Cordova, AK 99574
Email: [_____]

Copy to: Office of General Counsel,
[email]

If to Contractor:

[Contractor legal name]
Attn: [_____]
[Street address]
[City, State ZIP]
Email: [_____]

Section 22. General Provisions

22.1 Entire Agreement. This Agreement, including its Exhibits, is the entire agreement between the Parties on its subject matter and supersedes all prior or contemporaneous negotiations, understandings, and agreements, subject to the order of precedence in Section 2.4.

22.2 Amendment. This Agreement may be amended only by a writing signed by both Parties and, for NVE, authorized as required by NVE law.

22.3 Assignment. Contractor may not assign or delegate this Agreement or any right or obligation under it without NVE's prior written consent; any attempted assignment without consent is void. NVE may assign this Agreement to ICHC or to an entity affiliated with or controlled by NVE.



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22.4 No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties and ICHC only and creates no rights in any other person.

22.5 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and effect.

22.6 Waiver. No waiver of any provision is effective unless in writing and signed by the waiving Party, and no waiver operates as a continuing waiver.

22.7 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic or scanned signature, each of which is deemed an original and all of which together constitute one instrument.

22.8 Headings; Construction. Headings are for convenience only and do not affect interpretation. This Agreement is the product of negotiation and will not be construed against either Party as the drafter.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

NATIVE VILLAGE OF EYAK

[CONTRACTOR LEGAL NAME]

By: _____

By: _____

Name: [____]

Name: [____]

Title: [____]

Title: [____]

Date: _____

Date: _____



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EXHIBIT A SCOPE OF SERVICES

Contractor will serve as project manager for the ICHC healthcare expansion Project and will develop and lead all phases of the Project, including the three workstreams below. The estimated timeline follows. NVE may adjust the scope, sequence, and timing of tasks consistent with Section 2.5 and Section 3.2 of the Agreement.

A-1. Review of Past Documents

The successful proposer will review past documentation on previous planning efforts, and of historical financial data, operational performance, and service utilization trends of ICHC.

A-2. Identify Sources of Funding

The successful proposer will identify external funding opportunities for healthcare capital projects and design a capital investment strategy that aligns with the long-term vision for ICHC's expansion as guided by the NVE Tribal Council.

The successful proposer shall work with NVE to develop a robust scope of services to procure a financial consultant. The successful proposer shall manage and coordinate this third party's efforts. The third party will, but not be limited to, preparing financial models illustrating various capital stack scenarios to present to Tribal Council.

A-3. Development Planning for New Facility

The successful proposer shall work with NVE to develop a robust scope of services to procure an engineering team to develop options for possible relocation of existing ICHC healthcare services, whether to a new stand-alone site, or colocation with the local critical access hospital. The successful proposer shall manage and coordinate this third party's efforts. The third party will, but not be limited to, review current facility surveys of the existing hospital and perform an additional deep look survey, look at alternative sites in Cordova that have access to utilities, look at possibly using a phased approach, and develop concept designs for feasible options.

A-4. Acquisition Strategy Development

The successful proposer shall work with NVE to develop a robust scope of services to procure a consultant to develop an analysis for the acquisition of the local critical access hospital. The successful proposer shall manage and coordinate this third party's efforts.



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The third party will but not be limited to developing feasibility studies needed in the acquisition of an existing healthcare facility and line of business as part of a possible healthcare consolidation strategy that will improve access to quality healthcare. This includes assessing potential acquisition targets, financial implications, and operational impacts.

A-5. Estimated Timeline (subject to change)

Months 1: kick off meeting with NVE/ICHC administration, review of past documentation, ICHC

operational assessment, initial funding scan.

Months 2-6: Work with NVE to develop, advertise, interview, score and award solicitations for the three

prime consultants: financial modeling, siting analysis, and acquisition strategy development.

Months 6-10: Manage the efforts of the three prime consultants in their respective tasks.

Months 10-12: Final presentations and reports to governing bodies.



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EXHIBIT B
COMPENSATION AND PAYMENT SCHEDULE

Option 1 – Hourly with not-to-exceed. Contractor will be paid at the hourly rates below, billed monthly, not to exceed the Contract Maximum of \$[_____].

Role / Personnel	Hourly Rate
[Principal / Project Manager]	\$[_____]

Option 2 – Fixed fee by phase/milestone. Contractor will be paid the fixed amounts below upon NVE’s acceptance of the corresponding milestone deliverable.

Milestone / Deliverable	Fixed Fee
[Funding sources & capital strategy]	\$[_____]
[Facilities development plan]	\$[_____]
[Acquisition strategy development]	\$[_____]
Total	\$[_____]

Expense reimbursement: [none / pre-approved expenses at federal per diem and mileage rates]. Invoicing: monthly, per Section 4.2. Payment: net [30] days, per Section 4.3.



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EXHIBIT C KEY PERSONNEL

[List the key personnel from Contractor's Proposal who will perform the Scope of Services, with role and time commitment. Changes require NVE's prior written consent under Section 6.1.]

Name	Role	Commitment
[_____]	[_____]	[_____]
[_____]	[_____]	[_____]

Native Village of Eyak
110 Nicholoff Way
P.O. Box 1388
Cordova, Alaska 99574-1388
P (907) 424-7738 * F (907) 424-7739
www.eyak-nsn.gov



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EXHIBIT D
COPY OF CONTRACTOR'S PROPOSAL