



Request for Proposals (RFP):
RFP Assigned # SCF17-1022
Nuka Learning and Wellness Center Coffee Shop
RFP Release Date: *Wednesday, November 1, 2017 by 5:00PM*

*SCF Contracts Department
7033 East Tudor Road
Anchorage, AK 99507*

*Point of Contact, Alana Shuravloff:
Phone: 907-729-6733
Fax: 907-729-6639*

E-Mail: SCFContracts@southcentralfoundation.com

Important Notice: You must register with the *Contact Person* at the below link to receive any subsequent amendments. Failure to register with the *Contact Person* may result in the rejection of your Proposal.

SCFContracts@southcentralfoundation.com

Revision History

Date	Revision Number	Revision Details	Revised By
11-07-17	1	Section 3.1, RFP Schedule and Section 3.6, Pre-Bid Meeting & Site Visits: Rescheduled Pre-Bid Meeting and Site Visit.	Alana Shuravloff

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Section 1, Background and History

1.1 SCF History

Southcentral Foundation (SCF) is an Alaska Native-owned, nonprofit health care organization serving nearly 65,000 Alaska Native and American Indian people living in Anchorage, Matanuska-Susitna Valley and 60 rural villages in the Anchorage Service Unit. Incorporated in 1982 under the tribal authority of Cook Inlet Region, Inc. (CIRI), SCF is the largest of the CIRI nonprofits, employing more than 2,000 people in more than 80 programs.

1.2 Vision and Mission Statement

SCF's vision is a Native Community that enjoys physical, mental, emotional and spiritual wellness; its mission is to work together with the Native Community to achieve wellness through health and related services. The organization has developed and implemented comprehensive health-related services to meet the changing needs of the Native Community enhance culture and empower individuals and families to take charge of their lives.

Section 2, General Information

2.1 Purpose of the Request for Proposal (RFP)

SCF is soliciting detailed proposals from qualified individuals or companies interested in providing and operating an espresso stand or café-style coffee shop in the Nuka Learning and Wellness Center building, located at 4085 Tudor Centre Drive, Anchorage, AK 99508. A Scope of Work, including specifications for services to be provided, is located in Exhibit A.

2.2 Contract Period

SCF intends to establish a contract for operation of the coffee shop for a period of (1) one year, with (3) three, (1) one-year optional renewals, for a total of (4) four possible years.

2.3 SCF Contact Person

Any information required or questions regarding this RFP should be addressed and/or delivered to:

SCF Contracts Department

7033 East Tudor Road

Anchorage, AK 99507

Attention: Alana Shuravloff

Email: SCFContracts@southcentralfoundation.com

Phone: 907-729-6733 and Fax: 907-729-6639

Section 3, Request for Proposal Details

3.1 RFP Schedule

This RFP will follow the schedule in the Table 2, RFP Schedule below; SCF reserves the right to modify this schedule.

Issue RFP	Wednesday, November 1, 2017
Pre-Bid Meeting and Site Visit	Rescheduled for Thursday, November 16, 2017 at 2 pm
Deadline to Submit Additional Questions	Monday, November 13, 2017 by 3 pm
Issue Responses to Additional Questions	Monday, November 20, 2017
Proposal Due Date	Monday, November 27, 2017 by 3 pm
Issue Notice of Contract Award	Monday, December 4, 2017
Service Start Date	Tentatively scheduled for Monday, December 18, 2017 at 7:30 am

Table 2, RFP Schedule

3.2 Deadline for Receipt of Proposals

Proposals must be delivered in sealed envelopes and received no later than the proposal due date and time. Envelopes must be clearly marked as indicated below. Bidders are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned unopened. If proposals are sent by mail, the Bidders is responsible for assuring actual delivery of the proposal to the address referenced in the General Information, Section 2.3 before the advertised date and hour located in Section 3.1.

Proposals are to be delivered to the address referenced in the General Information, Section 2.3. In an effort to not mistakenly open these proposals early, either the outer or inner envelope should also contain the following:

Confidential: Do Not Open Until Proposal Due Date
 Proposal For: SCF17-1022, Nuka Learning and Wellness Center Coffee Shop
 Attn: SCF Contracts Department

3.3 Other Licenses and Registrations Requirements

All Bidders must have a valid Alaska Business License prior to award of contract.

All Bidders are required to hold all necessary applicable professional licenses and registrations required by Federal, State, Municipality or Borough law; including but not limited to all applicable health and safety laws and proof of such will be submitted with each proposal. Obtaining and ensuring compliance to all licensing and registering requirements is the responsibility of the Bidder.

3.4 Conflict of Interest and Restrictions

If Bidder, Bidder's employee, subcontractor, or any individual providing services under contract to SCF has a possible conflict of interest affecting the objectivity, analysis, and/or performance under contract, the Bidder is required to submit details in writing to SCF within (10) ten days of issuance of this RFP: SCF will determine if the conflict is significant and material and if so, may notify the Bidder in writing of elimination from the RFP process.

3.5 Addendum to the RFP and Right to Award

SCF reserves the right to issue a written addendums to revise or clarify the RFP, respond to questions, and/or extend or shorten the due date of the proposals.

SCF reserves the right to not award or cancel the award of the contract to a Bidder who will not agree to all of the provisions and terms and conditions as contained within this RFP.

3.6 Pre-Bid Meeting and Site Visits

There will be an opportunity for prospective Bidders to meet with SCF staff for a question and answer session. Participation in this meeting is not mandatory.

A facility site visit will be coordinated at the Nuka Learning and Wellness Center, 1st floor Coffee Shop, 4085 Tudor Centre Drive, Anchorage, AK 99508 location, as provided in notification to registered Bidders. Additional information on this site visit will be communicated to registered Bidders.

3.7 Cancellation of the RFP

SCF retains the right to cancel the RFP process if it is in SCF's best interest. SCF will not be responsible for costs incurred by Bidders for proposal preparation.

3.8 Contract Negotiations

This RFP does not obligate SCF or the selected Bidder until a contract is signed and approved by both parties. Upon completion of the evaluation process, contract negotiations may commence. If the selected Bidder fails to provide necessary information for negotiations in a timely manner and/or, negotiate in good faith, SCF may terminate the award of the contract. SCF will not be responsible for costs incurred by the Bidder resulting from contract negotiations.

SCF reserves the right to include additional terms and conditions during contract negotiations.

Section 4, Instructions for Bidders

4.1 Bidder's Review and Substantive Questions

Bidders should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Bidders may submit these comments and/or questions in writing to SCF's contact person as directed in Section 3.1 of this RFP. This will allow time for written response, clarification, or an addendum to the RFP to be issued, if required, to all bidders.

Bidders may not rely upon verbal responses made by any SCF employees or any representatives of SCF except for the SCF Contract Specialist or their designee.

Bidders making contact with any other SCF employee regarding this RFP may be disqualified. Bidders have no claim against SCF for failure to obtain information made available by SCF and are solely responsible for conducting their own research, due diligence, or other work necessary for the preparation of proposals, negotiation of agreements, or delivery of services pursuant to any agreement.

4.2 Filing a Protest

A Bidder may protest the award of a contract or the proposed award of a contract. The protest must be filed in writing, addressed to the SCF Purchasing Agent, and include the following information:

- The name, address, and telephone number of the protester;
- signature of the protester or the protester's representative;
- identification of the RFP;
- detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- form of relief requested.

Protests must be submitted to SCF Purchasing Agent within (5) five business days of Notice of Award date, as provided in Section 3.1 of this RFP. Only bidders that submitted a valid proposal may file a protest.

4.3 Proposal Content

- A. SCF requests Bidders submit (1) one proposal consisting of Bidder's detailed plan for professional services.
- B. The proposal must be addressed with a scope of work provided, as required by Section 5.1 (see details for requirements of Bid Section 6).

4.4 Other RFP or Proposal Requirements

- A. A proposal's content will not be disclosed to other Bidders.
- B. All proposals and other material submitted become the property of SCF.
- C. SCF assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
- D. SCF discourages excessive or costly proposals. All costs incurred by Bidders in preparing and submitting a proposal are the Bidder's responsibility and shall not be charged to SCF or reflected as an expense of the resulting contract.
- E. It is the responsibility of the Bidder to indicate within their proposal the applicability and compliance of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.

4.5 Proposal Withdrawal and Correction

A proposal may be corrected or withdrawn by a written request received prior to the date and time of proposals being due.

Section 5, Format for Proposals

5.1 Proposal Content and Format

The proposals should be compiled in a professional manner, such as in a binder with tabs separating sections, printed on both sides of the paper when possible, and organized in accordance with this section.

Bidders are required to submit (2) two hardcopies and an electronic copy of their proposal.

Bid Section 1, Title Page

The title page should be on Bidder letterhead. It should contain the name and identification number of this RFP and identify the name, title, company, mailing address, phone numbers and email address of the person(s) authorized to commit the Bidder to contractual arrangement with SCF. This person(s) will be the Bidder's authorized contact for all communication. Bidder may also identify an alternate contact person in case the authorized contact is unavailable.

Bid Section 2, Table of Contents

The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.

Bid Section 3, Introduction

Brief introductions include the following:

- A. A statement indicating that all information in the proposal is accurate, truthful, and factual; certifying that personnel and resources proposed will be made available to fulfill duties and obligations of the contract, if awarded.
- B. State the proposal and submitted prices shall be valid for at least (45) forty-five days from proposal submission deadline until any awarded contract is established and signed.

Bid Section 4, Qualifications

Qualifications include the following:

- A. State qualifications and ability to operate the coffee shop. Qualifications may include, but are not limited to:
 - Similar services provided to SCF previously or currently or similar services provided at other locations,
 - Any special qualifications regarding quality of work, work standards, or specialty services, and
 - Alaska Native / American Indian (AN/AI) owned company or AN/AI hiring preference.
- B. Provide (3) three references to include work completed, contact information (name, email and phone number), and period of contract.
- C. Provide a detailed list of personnel and their training and skill in the safe practices services, specifically at SCF.
- D. Include a brief statement outlining the Bidder's personnel recruitment practice, training program, and method of verifying employee competency.

Bid Section 5, License / Insurance Requirements

License and insurance requirements include the following:

- A. Business license or any other licenses and/or registrations.
- B. Municipality of Anchorage Health Permit for Food Establishments.
- C. Proof of professional licenses, as applicable or required by law.
- D. Insurance certificate.

Bid Section 6, Scope of Work

- A. Bidders will include a detailed proposal addressing specifications in the scope of work.

Section 6, Selection Process

6.1 RFP Compliance

Prior to evaluation, each proposal will be reviewed to determine whether or not it is compliant with RFP requirements. Noncompliant proposals will not be evaluated. Factors that may result in a proposal being declared noncompliant are:

- a. Not providing evidence of meeting minimum requirements.
- b. Substantial and material conflicts of interest that were not declared.
- c. Substantial and material noncompliance to requirements of RFP section on format for proposals.
- d. Insufficient information regarding scope of work.

6.2 Evaluation Process

An evaluation committee consisting of (3) three or more qualified individuals will independently evaluate proposal compliance and content.

Bid evaluation will be based on (4) four criteria and point values and will be documented by recording a final score calculated as the average score of the three committee members' individual point value totals.

6.3 Evaluation Criteria and Point Value

	Evaluation Criteria	Point Value	Details
1	Format and Presentation	10	Evaluation of proposal compliance and format.
2	Qualifications	25	Evaluation of qualifications and provided references.
3	Staffing and Past Performance	60	Past experience, specifically quality of work, compliance with performance schedules, length employee tenure, and any special employee qualifications or experience.
4	Alaska Native/American Indian Preference	5	Evaluation of Bidder's AN/AI qualifications.
	Total Point Value - 100		

Table 3, Evaluation Criteria and Point Value

6.4 Discussions

As determined by the evaluation process, Bidders may be offered the opportunity to discuss their proposal with appropriate SCF personnel or evaluation committee and the proposal may be adjusted as a result of that discussion. Bidders may also be allowed to submit a best and final proposal as a result of any discussion.

6.5 Presentations

SCF reserves the right to require a verbal presentation of their proposal. If presentation is requested, Bidders will be notified in writing of the request, date, time, location, and amount of time allowed for the presentation and/or questions and answer period. Time frames will be strictly enforced.

The entire evaluation committee will be present for oral presentations. All costs associated with a verbal presentation will be the Bidder's responsibility.

6.6 Notice of Award

A notice of contract award will be provided to all Bidders.

Section 7, Standard Contract Terms

7.1 Introduction

SCF is providing an Example Lease Agreement, in Exhibit C of this RFP in addition to the standard contract terms below, for Bidder's review in advance of a submitted proposal. These and other standard provisions will be presented to a successful Bidder at the time of contract award.

7.2 Status of Independent Contractor

The Parties intend that Contractor must provide the work described in an Agreement as an independent Contractor. As an independent Contractor, Contractor is not an employee of SCF. Therefore, payments made to Contractor by SCF will not be eligible for unemployment compensation or other similar benefits. Contractor is responsible for paying all employment, income and any other taxes with respect to such payments. Neither Contractor nor any Party employed by the Contractor will be deemed for any purpose to be an employee, agent, servant or representative of SCF. Furthermore, Contractor shall not assert in any legal proceedings arising out of this Agreement that Contractor or any Party employed by Contractor is an employee or loaned servant of SCF.

7.3 Compliance with Legal Obligations and SCF Code of Conduct

Contractor agrees to comply with all federal, state and local laws; ethical, environmental or safety business standards; and any underlying agreement or grant provisions to which SCF is subject. Contractor shall ensure that the provision of services and/or expenditure of funds under this Agreement do not violate any laws, business standards, or underlying agreement or grants. Contractor shall be responsible for any damage or injury not caused by SCF as a result of Contractor's, or any subcontractor's or their employees', servants,' or agents' failure to comply with any law, applicable business standard or underlying agreement or grant. Furthermore, Contractor has been supplied with a copy of SCF's Code of Conduct and agrees to comply with its provisions and to complete SCF compliance training if necessary.

7.4 Monitoring

SCF may establish a schedule for periodic review of Contractor's performance. Review may be at least once a quarter, or as frequently as SCF determines necessary.

7.5 Nondiscrimination

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or "qualified individual with a disability status."

7.6 Governing Law, Venue and Jurisdiction

Any Agreement will be governed, construed and enforced in accordance with the laws of the State of Alaska and the United States of America. All parties expressly agree that should litigation or any legal proceeding be necessary under this Agreement, the same will be commenced exclusively in Alaska Superior Court, Third Judicial District at Anchorage or in the United States District Court for the District of Alaska.

7.7 Media Contact

Contractor, its employees, agents, and subcontractors shall not contact any member of the print or electronic media as a representative of SCF without the prior written approval of the President/CEO of SCF. If any member of the print or electronic media contacts the Contractor asking for information, the Contractor will refuse to comment and will refer the inquiry to SCF's Office of Public Relations. Further, Contractor will not use SCF's name in any advertising, publications, promotional materials or publicity release concerning any Agreement or the services performed under it.

EXHIBIT A: Scope of Work

Scope of Work:

Provide and operate the coffee shop at SCF's Nuka Learning and Wellness Center building located at 4085 Tudor Centre Drive, Anchorage, AK 99508. The following specifications are to be addressed in Bidder's proposal. Please see the approved location of the coffee shop in the floor plan in Exhibit B.

General Specifications

1. Bidder is responsible for the cost and expense of staffing and operating the coffee shop, including but not limited to the costs of food, supplies, equipment (with the exception of the specific equipment provided by SCF), equipment maintenance and repairs, salaries, etc.

Equipment located in the coffee shop provided by SCF:

- La Marzocco 3 Group Espresso Machine
 - Major Mazzer E Grinder
 - Delfield Industrial Refrigerator 25 cu. Ft.
 - Delfield Industrial Freezer 25 cu. Ft.
 - Amana Industrial Microwave 3200 watt
 - Scots Ice Maker Prodigal Plus
2. The approved hours of operation are the following:
 - a. Minimum hours of operation will be 7:30AM-4:30PM Monday through Friday, excluding SCF approved holidays.
 - b. Adjustments to these hours required advanced approval from SCF Representative.
 - c. SCF will communicate any anticipated additional capacity needed for scheduled events.
 3. Bidder shall propose a menu to include food and beverage items to be served, including but not limited to:
 - a. Type of coffee.
 - b. Soda pop may not be served or sold.
 - c. Breakfast, snack, and lunch food types.
 4. SCF staff and hired caterers will have full access to coffee shop kitchen including sinks, appliances, and storage. Bidder may use SCF dumpster on-site to dispose of waste generated from the operation.
 5. The food and beverage offerings should reflect that this is a healthcare facility with employees, customer-owners, and partners who emphasize individual, family, and community health and wellness. SCF reserves the right to have discussions with the successful Bidder regarding the operation or offerings provided in light of this emphasis.
 6. Bidder agrees to comply with SCF's commitment to a Tobacco-Free Campus.
 7. Bidder to provide SCF contact information for staff and/or management, both for during business and after-hours.
 8. Bidder is required to accept cash, debit, and credit cards as form of payment for goods/services.
 9. Bidder to provide SCF with full access to all financial statements relating to the coffee shop while the vendor occupies the space.
 10. Bidder is required to furnish the SCF representative a binder with copies of Safety Data Sheets (SDS) for all products used prior to beginning service and must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into the facility, a copy of the product's SDS must be provided to the SCF representative prior to the product being used. The SDS binder must be located inside the work area.

EXHIBIT B: Coffee Shop Floor Plan

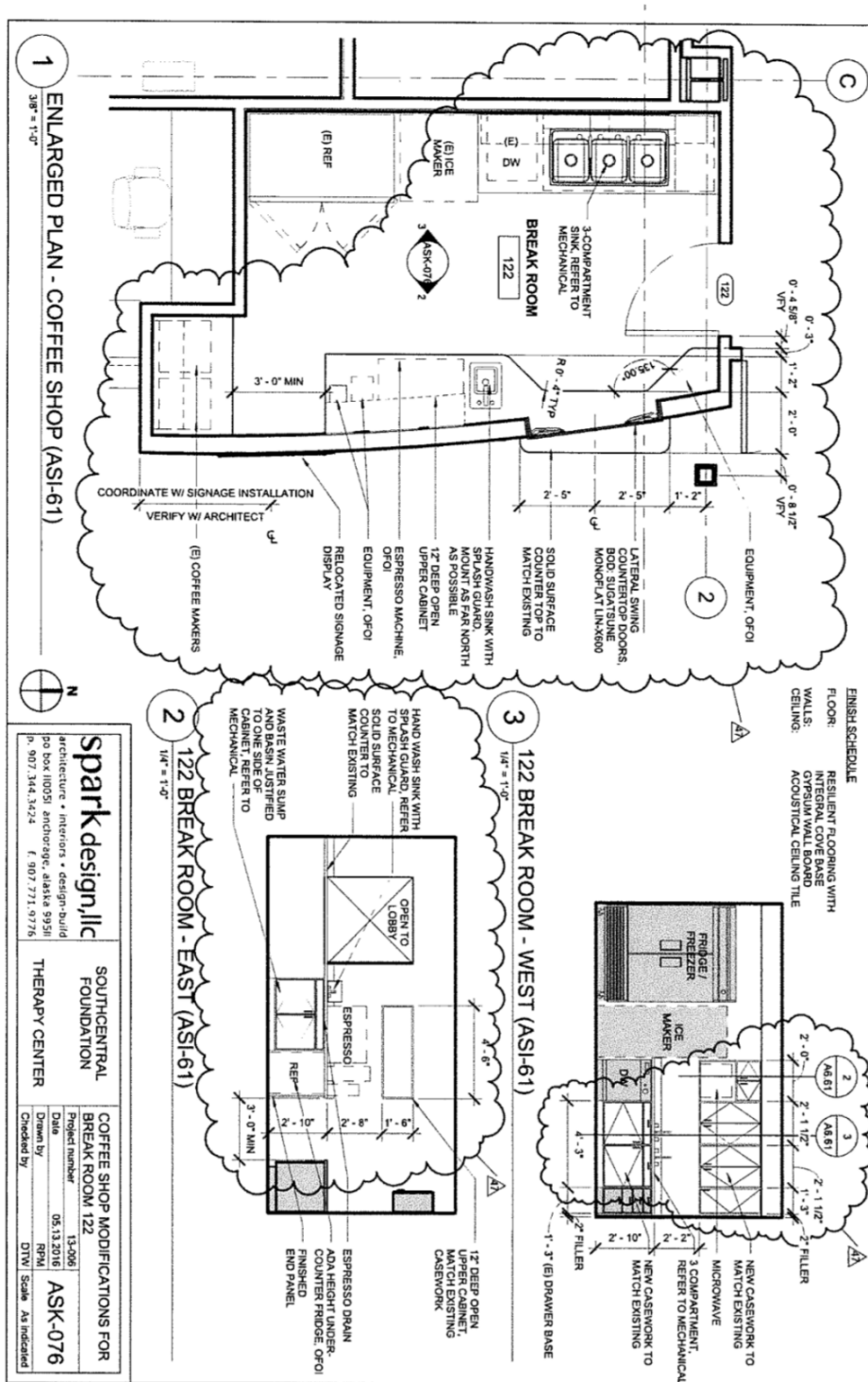


EXHIBIT C: Example Lease Agreement

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into as of the first day of **[MONTH]**, 2017, by and between **Southcentral Foundation** (hereinafter "Lessor"), and the **[INSERT TENANT NAME]**, (hereinafter "Tenant"),

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties to this Lease agree as follows:

PREMISES.

Lessor does hereby lease, demise and let unto Tenant, and Tenant does hereby lease and take from Lessor, those Premises (hereinafter "Demised Premises"), described as ____ square feet, located at **[ADDRESS]**, Anchorage, Alaska.

TERM.

The term of this Lease shall be for one (1) year commencing on **[EFFECTIVE DATE]** and ending on **[TERMINATION DATE]**, with additional one-year options to extend, subject to the Parties right to terminate set forth below.

RENT.

Lessor is not charging Tenant any rent at this time; provided, however, Lessor reserves the right to charge Tenant fair market rent upon giving Tenant thirty (30) days' written notice of the rent due.

ALTERATIONS, INSTALLATION, REMOVAL OF EQUIPMENT AND FURNISHINGS.

Tenant agrees not to make any alterations to the Demised Premises without prior written consent of Lessor, which consent shall not be unreasonably withheld. However, Tenant has the right, without prior consent of Lessor, to install equipment and furnishings as may be convenient for the conduct of its business as a normal office environment.

All equipment and furnishings constructed or installed in the Demised Premises at the expense of Tenant shall be the property of Tenant and may be removed by Tenant upon the termination of this Lease or at any time prior thereto. However, the cost of repairing any damage or disfigurement to the Demised Premises caused by such removal by Tenant shall be borne by Tenant. Tenant shall have no obligation to remove such equipment and furnishings and may, at its option, surrender the same along with the Demised Premises. Any of the same not removed by Tenant upon vacation of the Demised Premises shall be deemed abandoned and shall become the property of the Lessor, in which case, Tenant shall not be liable for removal or repair costs.

MAINTENANCE, REPAIRS, DAMAGE OR DESTRUCTION.

- A. Lessor shall, and specifically agrees to, furnish major and minor maintenance to the Demised Premises, the roof, the parking lots, and the electrical, mechanical, plumbing and heating systems of the building at no cost to the Tenant. If Lessor fails to commence making repairs, alterations or replacements within five (5) days after Tenant gives notice requesting Lessor to do so, or fails to complete the same promptly, Tenant may make such repairs, alterations or replacements and deduct the cost thereof from future rent payments.
- B. If the Demised Premises are rendered wholly or partially unfit for occupancy by any damage or destruction or if, for any reason, possession or beneficial use of the Demised Premises is interfered with, the rent shall abate until the Demised Premises are fully restored to fitness for occupancy or such interference ceases.
- C. If the Demised Premises are destroyed or damaged by fire, earthquake or other causes to such extent the Demised Premises cannot be restored to tenable condition within ninety (90) days

from the date of such destruction or damage, then either party may terminate this Lease as of the date of such destruction or damage, by written notice given to the other party not later than thirty (30) days following such destruction or damage. Such termination shall not be considered a default under this Lease.

- D. At all times during the term hereof, Tenant shall:
- i. Keep the Demised Premises clean, safe and orderly;
 - ii. Provide all equipment needed for the operation of the Demised Premises;
 - iii. Conduct activities upon and generally maintain the Demised Premises in such a manner and with such care so injury to persons and damage to property does not result wherefrom;
 - iv. Use the Demised Premises in a manner to not increase the rate of fire and extended coverage insurance or to cause cancellation of the insurance or to make coverage unavailable;
 - v. Use any plumbing facilities in the building only for its intended purpose;
 - vi. Refrain from and covenants not to use any part of the Demised Premises for any unlawful or unauthorized purpose;
 - vii. Comply with Municipal, State, Federal and other governmental laws, statutes, ordinances, rules and regulations of whatever type and nature including, but not limited to, zoning ordinances, health, fire, safety and environmental regulations;
 - viii. Waste, damage and/or injury shall not be permitted or allowed to occur on or to the Demised Premises.

RIGHT OF ENTRY.

Lessor shall have the right to enter the Demised Premises at all times for the purpose of performing its obligations as stated in this Lease, as may be appropriate for the safety and preservation thereof, including the making of repairs to the building of which the same is a part. Lessor will make every effort to give 24 hours' notice to the Tenant of entering the Demised Premises. Lessor agrees insofar as reasonably practicable not to interfere with the use and enjoyment of the Demised Premises by Tenant.

ASSIGNMENT OR SUBLEASE.

- A. Tenant shall not assign or sublet this Lease without the prior written consent of Lessor, which consent may, in the Lessor's sole discretion, be withheld for any reason or for no reason.
- B. Any assignment or sublease shall be in writing and duly executed by both parties.
- C. No assignment or sublease shall be approved if the use is, in the discretion of the Lessor, incompatible with other uses of the building or competes with any existing Tenant.

SERVICES AND UTILITIES.

- A. Lessor shall, at its own expense, provide the following services and utilities to the Demised Premises:
 - i. Electricity, Gas, Water, Sewer usage, and Refuse Removal & Containers;
 - ii. Sidewalk and parking lot sweeping and/or snow removal and Sanding, as necessary; and
 - iii. Lighting maintenance, including the replacement of burned-out light bulbs, light tubes and ballasts.
- B. Tenant will provide the telephone system and instruments. Lessor shall not be liable for any interruption or failure of services or utilities caused by labor disputes, accidents, necessary repairs or other matters beyond the reasonable control of Lessor.

INDEMNITY.

- A. Tenant shall indemnify, defend, save and hold Lessor harmless from any claims, lawsuits, or liability, including attorney's fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or from any wrongful or negligent act, error or omission of Tenant or Tenant's agents, employees, invitees or licensees, occurring during the course of, or arising from Tenant's or Tenant's agents, employees, invitees or licensees breach of any covenant, term or condition of this Lease to be observed or performed by Tenant.
- B. Lessor shall indemnify, defend, save and hold Tenant harmless from any claims, lawsuits, or liability, including attorney's fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or from any wrongful or negligent act, error or omission of Lessor or Lessor's agents, employees, invitees or licensees, occurring during the course of, or arising from Lessor's or Lessor's agents, employees, invitees or licensees breach of any covenant, term or condition of this Lease to be observed or performed by Lessor.
- C. Responsibility for all claims, lawsuits, or liability, including attorney's fees and costs, resulting from injuries or damage sustained by any person or property arising from the wrongful or negligent acts of both Lessor and Tenant which result in the joint negligence of Lessor and Tenant, shall be apportioned on the basis of comparative fault.

QUIET POSSESSION.

Tenant, upon observing the covenants of this Lease, shall and may lawfully and quietly hold and enjoy the Demised Premises during the term hereof without hindrance or interruption.

DEFAULT BY TENANT.

In the event Tenant defaults or violates any covenants of this Lease, Lessor, at its option, may terminate and cancel this Lease after thirty (30) days written notice to Tenant, provided the default or other violation is not corrected during said period or Tenant is not actively engaged in correcting same.

DEFAULT BY LESSOR.

In the event Lessor defaults in the performance or the observance of any covenants of this Lease and fails to fully remedy such default within thirty (30) days after written notice by Tenant, then Tenant, notwithstanding any other provision of this Lease, may, at any time after the expiration of such thirty (30) day period, terminate this Lease.

TERMINATION.

This Lease may be terminated by:

- A. Mutual agreement of the parties;
- B. By Lessor giving Tenant thirty (30) days' written note of such termination;
- C. By Tenant giving Lessor ninety (90) days' written note of such termination.

HOLDING OVER.

In the event Tenant continues to hold possession of the Demised Premises after the expiration of the term of this Lease, including extensions, Tenant shall become a Tenant from month-to-month and subject to the terms and conditions contained in this Lease.

NOTICES.

Notices regarding this Lease shall be given only by certified letter, return receipt requested, or by telecopy or other electronic means or communication with return acknowledgement and shall be deemed given

when the communication is dispatched, addressed to the party for whom intended at such party's address as herein provided, or at such other address as the party may have substituted therefore by proper written notice to the other.

MODIFICATION OF LEASE.

The terms, covenants and conditions of this Lease may not be changed orally, but may be changed by an agreement in writing signed by authorized representatives for both parties to this Lease. The failure of either party to insist upon the performance of any term, covenant or condition of this Lease shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

SUCCESSORS AND ASSIGNS.

The terms, covenants and provisions of this Lease shall be binding upon the Lessor, Tenant, and their respective heirs, successors and assigns.

PARAGRAPH HEADINGS.

The paragraph headings in this document are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or intent of this Lease or in any way affect its terms or provisions.

TAXES, INSURANCE AND OTHER CHARGES.

During the term of this Lease, Lessor shall pay all taxes, assessments, service and utility charges as provided in Paragraph 8, fire and casualty insurance, on the Demised Premises.

INSURANCE COVERAGE.

Tenant shall effect and maintain liability coverage to assure Lessor of indemnity, as required under Paragraph 9 herein, with minimum limits of liability for injuries, including accidental death, of One Million Dollars (\$1,000,000) for any one person, plus a Two Million Dollars (\$2,000,000) aggregate property damage limit. Tenant and Lessor hereby waive all rights of recovery against the other party to the extent covered by the claimant's fire or casualty insurance. Tenant reserves the right to provide insurance through its "self-insured" program. Lessor shall be provided thirty (30) days' notice of any cancellation of insurance.

ADDRESSES.

- A. For the purpose of notification s regarding this Lease, the contacts for the Tenant and Lessor shall be:

LESSOR:

Southcentral Foundation
Attn: James Sears
4501 Diplomacy Drive
Anchorage, Alaska 99508

TENANT:

TENANT NAME

TENANT ADDRESS

- B. It is understood and agreed either party to this Lease may, at any time, and from time to time, change the information shown in this section, upon written notification to the other.

SIGNS.

Tenant shall not erect signs, poles, lights or advertising devices on the structure or building without first obtaining approval of Lessor. Lessor agrees to allow Tenant to post signage indicating its presence in the building lobby and at the entrance to the Demised Premises.

INTERIOR FINISHING/TENANT IMPROVEMENTS.

Interior finishing and Tenant improvements shall not occur without prior consent of Lessor.

ALLOCATION OF CLEAN-UP EXPENDITURES.

Each Party shall only bear the portion of the costs and responsibilities of compliance with any federal, state, or local laws applicable to that Party's discharge, if any, of hazardous substances or wastes at the Demised Premises during the Lease term.

TERMS SURVIVING TERMINATION OF LEASE.

Paragraph 9 shall survive the expiration or early termination of this Lease.

WAIVER.

Waiver of the breach of a covenant, term, or condition of this Lease by either party shall not be construed as waiver of a subsequent breach of the same covenant, term or condition. The consent to or approval of any act by the other party of a nature requiring consent or approval shall not be deemed to waive consent to or approval of any subsequent or similar act.

SEVERABILITY.

If any clause or term of this Lease shall be deemed invalid by any court of law, the enforceability of the remaining clauses and terms of the Lease shall be unaffected.

INWITNESS WHEREOF, the respective parties executed this Lease as of the day and year first above written.

DATE: _____

DATE: _____

LESSOR:

SOUTHCENTRAL FOUNDATION

TENANT:

[INSERT TENANT NAME]

By: _____

Name: Katherine Gottlieb, MBA, DPS, LHD

Its: President/CEO

By: _____

Name: _____

Its: _____

EXHIBIT D: Proposal Offer and Signature Page

RFP Number: _____

RFP Name: _____

RFP Due Date and Time: _____

Proposals may be submitted either by dropping off, or mailing to location: 7033 E. Tudor Rd Anchorage, AK 99507

BIDDERS MUST COMPLETE THE SECTION BELOW

By signing below Bidder agrees to all terms and conditions as listed within this Request for Proposal issued by SCF.

Is an Alaska Native / American Indian Business Owner Preference being claimed? **YES** or **NO**

Company Name: _____

Contact Name: _____

Email: _____

Address *City* *State* *Zip Code*

Phone: _____

Date: _____

Authorized Signature: _____

END OF RFP