



**Request for Proposals (RFP):**

**RFP Assigned # SCF18-1026**

**Title of RFP: Katherine and Kevin Gottlieb Building Furniture**

**RFP Release Date: February 2, 2018**

*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](mailto:SCFContracts@southcentralfoundation.com)*

**Important Notice:** You must register with the *SCF Contact Person* at the below link. Please include contact information with your registration. Failure to register with the *SCF Contact Person* may result in the rejection of your Proposal.

**[SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com)**

## Revision History

Date	Revision Number	Revision Details	Revised By

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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, professional Bidders interested in providing furniture delivery, installation, and cable management services at the Katherine and Kevin Gottlieb Building located at 4441 Diplomacy Drive, Anchorage, Alaska 99508. SCF will provide electronic copies of building floor plan drawings (separated by each floor), furniture layout plans, and furniture specifications on the website posting for this RFP.

Bidder to be responsible for developing a scope of work and submitting a proposal, to include specifications for shipping, placement of furniture, and cable management in the Kevin and Katherine Gottlieb Building. Scope of work may include other furniture and cable management related duties determined as project progresses.

### 2.2 Contract Period

SCF intends to establish a contract to begin procurement and services starting approximately August 1, 2018 until September 21, 2018, with a contract performance period of not more than two (2) months.

### 2.3 Bidder Registration

- You must register with the SCF Contact Person by clicking on the link posted at the bottom of the Title Page (1<sup>st</sup> page). Failure to register with the SCF Contact Person may result in the rejection of your Proposal.
- Please visit the website frequently during the RFP process for up-to-date information, including revised RFPs, changes to the schedule, notices, and comment responses, etc. SCF will not be providing updated information via email.
- Please include all of your contact information when registering.

### 2.4 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.

RFP Release Date	Friday, February 2, 2018 by 5pm
Pre-Bid Meeting and Site Visit	There will be no Pre-Bid Meeting or Site Visit
Deadline to Submit Additional Questions	Friday, February 16, 2018 by 3pm
Issue Responses to Additional Questions	Thursday, February 22, 2018 by 5pm
Proposal Due Date	Thursday, March 1, 2018 by 3pm
Intent of Notice of Award	Thursday, March 8, 2018 by 5pm
Service Start Date	Wednesday, August 1, 2018

**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 Posted Due Date  
 Proposal For: SCF18-1026, Katherine and Kevin Gottlieb Building Furniture  
 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 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 no pre-bid meeting or site visit; interested Bidders may submit questions in accordance with this RFP schedule.

### **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. However, these terms and conditions must be within the scope of the original RFP and will be limited to price, clarification, definition, administrative, and legal requirements.

### **3.9 Performance Bonds and Surety Deposits**

There will be no performance bonds or surety deposits required.



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## 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 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.
- F. If all bids are over SCF's allotted budget for the project; SCF reserves the right to reduce the scope of the project as needed to fit the budget.
- G. In the event that only one bid is received, SCF reserves the right to restructure the bid and/or extend the due date of proposals.
- H. SCF reserves the right to charge liquidated damages for untimely replacement of items still under warranty for a period of three years after substantial completion. A fee of \$1000.00 per day after the agreed upon delivery and installation date will apply.
- I. In the case of an error in the unit price, extended price or GSA price of an item, the GSA or lower price will govern.

### 4.4 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.

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## 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. The Bidder's name and address.
- B. 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.
- C. 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 may include the following but are not limited to:

- A. State qualifications and ability to provide procurement and professional services at SCF.
  - a. Provide statements of qualifications addressing ability to provide and install FF&E (furniture, fixtures and equipment) and cable management services in healthcare facilities.
  - b. Previous or current experience involving FF&E and cable management in healthcare facilities for projects exceeding 75,000 square feet and/or with total costs exceeding \$1,500,000.00.
  - c. Length of time the Bidder has provided professional FF&E and cable management services at:
    - SCF,
    - Government agencies, and/or
    - Private industry of healthcare facilities.
  - d. Lengths of time employees have been employed by the Bidder, and any special qualifications employees have involving FF&E and cable management.
- B. Provide (3) three references to include; name, contract information, contract period and square footage of previous FF&E and cable management projects.
- C. Provide a detailed statement that all personnel providing services under this contract will be trained and skilled in the performance of selection and installation of FF&E and cable management in healthcare facilities.
- D. Provide a brief statement outline the subcontractors, if any, Bidder intends to use in performing services.

- E. Provide a statement describing how all staff and other resources which are required to perform the services described in this RFP will be made available to fulfill the duties and obligations by your organization over the life of the anticipated project.
- F. Provide a brief statement to support a lump sum price proposal; including schedule, and team members, man-hours, subcontractors, etc.
- G. Bidder must provide a list of the projects and client names and current phone contacts for each project identified in Bid Section 4, Qualifications.

Bid Section 5, License / Insurance Requirements

Insurance requirements include the following:

- A. Business license or any other licenses and/or registrations as required by this RFP,
- B. Insurance certificate, include proof of insurance to cover products in transit and during storage.
- C. Proof of professional licenses, as applicable or required by law.

Bid Section 6, Compensation and Scope of Work

- A. Each proposal shall include a lump sum amount as the proposal offer to cover the cost of all items and services needed to perform the work described previously and in Exhibit A. The lump sum will be held until installation is complete.
- B. Compensation or rate information for the project will be populated on the Cost Proposal Schedule provided as Exhibits B and/or C.
- C. Application for Payment
  - i. A 50% deposit will be paid at time of order.
  - ii. Following the receipt of Substantial Completion punch list, the successful bidder can submit the "Substantial Completion Payment Request" for an additional 25%.
  - iii. Once all punch list items have been resolved and all products are turned over to the Owner, the "Final Completion Payment Request" can be submitted for the remaining 25%.
- D. SCF qualifies for GSA (General Services Administration) pricing. All pricing shall reflect GSA pricing discounts at a minimum for all items and services needed to perform the work.
- E. Bidder's scope of work should address the following requirements as applicable to the nature of the project.
  - a. **Personnel, Equipment, and Supplies**

Contractor is required to supply all personnel, equipment, machinery, and all other implements necessary to execute and fulfill the duties of this contract.

    - i. All staff/personnel contractors/subcontractors are required to wear identification badges and/or uniforms that identify them as part of the successful Bidder's company.
  - b. **Schedule**

Contractor to provide a schedule of the project's progress, with order, shipping, arrival and installation dates, etc.
  - c. **Permits**

SCF to acquire CCO (Conditional Certificate of Occupancy) before start of project. Any delays to the acquisition of the CCO will modify the published schedule by the like amount.

## 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 or compensation.

### 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 (5) five 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

	<b>Evaluation Criteria</b>	<b>Point Value</b>	<b>Details</b>
<b>1</b>	Format and Presentation	10	Evaluation of proposal compliance and format.
<b>2</b>	Qualifications	10	Evaluation of qualifications and provided references. Experience with projects in health care facilities exceeding 75,000 square feet and/or \$1,500,000 in total costs.
<b>3</b>	Past Performance	10	Past experience, specifically quality of work, compliance with performance schedules and owner requirements, length of employee tenure, and any special employee qualifications.
<b>4</b>	Price Proposal	65	Evaluation of pricing provided for in Bidder's proposal, as provided in Cost Proposal Schedule, Exhibits B and/or C. <ul style="list-style-type: none"> <li>▪ Bidders with the lowest price will receive a maximum of 25 points available.</li> <li>▪ Other Bidders will receive a calculated number of points less than the maximum of 25 points, based on their bids comparison to Bidder with lowest price.</li> <li>▪ For example: Bidder A, 25 points for bid of \$50,000 and Bidder B, 20 points for bid of \$60,000.</li> </ul>
<b>5</b>	AN / AI Preference	5	Evaluation of Bidder's AN / AI Qualifications.
	<b>Total Point Value - 100</b>		

**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.

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## Section 7, Standard Contract Terms

### 7.1 Introduction

SCF is providing the following provisions as a consideration for Bidders to 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 Compensation

- A. Additional services performed by the Contractor that are not specifically provided for in an Agreement will be not compensated; nor may the Contractor perform any services not covered by the Agreement unless the services are specifically approved in writing by the SCF Program Manager or another authorized SCF agent.
- B. All invoices should include a brief description of the work completed (e.g. dates, number of hours, location services performed, applicable SCF program, SCF account line item number). Invoices shall be submitted with the SCF Contract Number.
- C. Contractor must submit monthly invoices to SCF via email to scfappillar@scf.cc or mail Southcentral Foundation, ATTN: Accounts Payable, 7033 E. Tudor Rd., Anchorage, AK 99507.
- D. Payment is due (30) thirty days after receipt of an invoice by SCF.

### 7.3 Termination

Either Party may terminate an Agreement, in whole or in part, for cause, at any time by written notice of the terminating Party to the other Party. Either Party may terminate an Agreement, in whole or in part, without cause, by a (30) thirty day written notice of the terminating Party to the other Party. Notice of termination will be sent by certified mail. If hand delivered, then the delivery of the notice of the termination will be evidenced by a signed and dated receipt. The obligation to pay monies due under an Agreement for services provided prior to the termination if any, will survive termination.

### 7.4 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.

### 7.5 Insurance Requirements

Contractor shall purchase and maintain in force at all times during the performance of services under an Agreement the following policies of insurance, unless expressly waived below by SCF in writing. Where specific limits are shown, it is understood they will be the minimum acceptable limits. If the Contractor's policy contains higher limits, SCF will be entitled coverage to the extent of such higher limits. Certificates of Insurance and the attachments of Additional Insured Endorsements and Transfer of the Waiver of Rights Endorsements must be furnished to the SCF Contract Administrator prior to beginning work. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

1. *Commercial General Liability Insurance:* Contractor shall provide Commercial General Liability Insurance with coverage limits not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence and \$2,000,000 Combined Single Limit of Bodily Injury and Property Damage Aggregate. Coverage is to be on a standard ISO version commercial general liability policy form, or its equivalent, providing coverage for premises-operations liability, products-completed

operations liability, personal and advertising injury liability, and contractual liability including independent contractors.

2. *Workers' Compensation Insurance:* The Contractor must maintain Workers Compensation and Employers Liability Insurance for his own employees in the amount required under Statutory Limits for those states in which employees are working and Employers Liability Insurance as required by state and federal statutes. The employer's Liability Insurance shall not be less than \$1,000,000 per bodily Injury per accident, \$1,000,000 bodily injury by disease per employee and \$1,000,000 bodily injury by disease policy limit. The Contractor will also be responsible for insuring that any subcontractors who directly or indirectly provide services under this contract maintain Workers' Compensation Insurance in the amount required under Statutory Limits.
3. *Professional Liability Insurance:* The Contractor will carry Professional Liability coverage at a limit of \$1,000,000 Per Claim and \$2,000,000 Aggregate. If the professional liability policy is written on a claims form, the Contractor will provide insurance for a period of (2) two years after final payment of this agreement.
4. *Commercial Auto Liability Insurance:* Contractor shall maintain a commercial automobile liability insurance policy covering all owned, hired, and non-owned vehicles to be used or in connection with the Contractor, with coverage limits not less than \$1,000,000 per person/\$1,000,000 per occurrence combined single limit bodily injury and property damage.
5. *Subcontracting Requirements:* The Contractor is required to have prior approval by SCF before using any subcontractor. SCF may, in its sole discretion, withhold its approval for any reason or for no reason. Additionally, Contractor will be responsible for ensuring that its subcontractors comply with the same insurance provision as required herein as required by Alaska law during the course of its subcontractors' operations. Contractor shall provide copies of all subcontractors' certificates of insurance and endorsements to SCF prior to any subcontractor commencing work.

## 7.6 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.

## 7.7 Monitoring

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

## 7.8 Lobbying

The undersigned representative of Contractor certifies, to the best of his/her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in



connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, or cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

## 7.9 Exclusion and Debarment

Each Party represents and warrants that no adverse action by the federal government that will or may result in mandatory or permissive exclusion from a federal healthcare program pursuant to 42 U.S.C. §1320a-7 has occurred or is pending or threatened against it, its principals, its affiliates, or to the best of its knowledge, against any of its employees, agents or subcontractors providing services under this Agreement. Each Party additionally represents and warrants that neither it, its principals, its affiliates, and to the best of its knowledge, its employees, its agents, nor its subcontractors providing services under this Agreement are suspended, debarred, or otherwise determined to be ineligible for award of contract, grant or cooperative agreement by any federal, state, or other governmental body.

Each Party shall immediately provide written notice to the other Party of (1) its receipt of a notice of an adverse action by the federal government against any of the individuals or entities specified above that will or may result in mandatory or permissive exclusion from a federal healthcare program pursuant to 42 U.S.C. §1320a-7, (2) the date of any adjudication or determination that any of the individuals or entities specified above has committed any action that would subject it/them to mandatory or permissive exclusion under 42 U.S.C. §1320a-7, or (3) a notice of an adverse action by a governmental body against any of the individuals or entities specified above that will or may result in a determination of ineligibility for award of contract, grant or cooperative agreement. In the event either Party fails to provide the other Party with such written notice, or it is discovered that either Party's representations contained herein are false, the other Party has the right to immediately terminate this Agreement.

## 7.10 Successors, Assignment or Delegation

This Agreement may not be assigned or subcontracted or otherwise transferred by Contractor without the prior written consent of SCF, which SCF may withhold for any reason or for no reason, in its sole and absolute discretion, and any assignment or other transfer in violation hereof shall be null and void and of no force or effect. If SCF consents to an assignment or subcontract of all or any portion of this Agreement, Contractor warrants to SCF that the assignee or subcontractor shall execute a written instrument agreeing to be bound by all of the terms and conditions of this Agreement, that Contractor shall provide SCF with a copy of the written agreement, and that any such assignment or subcontract shall not relieve the Contractor from any obligations hereunder. Contractor further agrees that Contractor shall guarantee the performance of any assignee or subcontractor hereunder. Without limiting the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and permitted assigns, if any.

## 7.11 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."

## 7.12 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.



### 7.13 Audit and Examination of Records

Contractor agrees to maintain and make available for review by SCF all books, records, documents and other evidence pertaining to costs and expenses of an Agreement for examination and audit by SCF for a period of (6) six years from and after the termination of this Contract. SCF shall have the right to make copies of documents audited and such copies will become the confidential property of SCF.

### 7.14 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 procurement and professional services including furniture delivery, installation, and cable management services to the Katherine and Kevin Gottlieb Building located at 4441 Diplomacy Drive, Anchorage, Alaska 99508.

1. Services to be provided include:
  - a. Verification of final plan configurations and quantities.
  - b. Field verifications prior to furniture order placement.
  - c. Verification of storage capacity and layouts in furniture storage areas.
  - d. Verification of the SCF's power and data requirements at all furniture and equipment locations.
  - e. Generation of furniture installation drawings and related documents.
    - i. The successful Bidder will contract directly with SCF and coordinate with SCF and General Contractor for installation.
    - ii. Bidder will be responsible for any permitting required by the Municipality of Anchorage associated with the bid and required for furniture installation.
    - iii. Construction documents will be provided upon request.
  - f. Bidder is responsible for assisting in cable management to work stations from data ports.
2. Bidder to review and utilize electronic copies of building floor plan drawings (separated by each floor), furniture layout plans and furniture specifications, as provided by SCF on the RFP website in six files:
  - a. Level 1, drawings, layout, and furniture specifications
  - b. Level 2, drawings, layout, and furniture specifications
  - c. Level 3 and Sky Bridge, drawings, layout, and furniture specifications
  - d. Level 4, drawings, layout, and furniture specifications
  - e. Level 5, drawings, layout, and furniture specifications
3. SCF to acquire the CCO (Conditional Certificate of Occupancy) before start of the project.

### Schedule of Work:

Prepare a detailed schedule of the project for monitoring progress and managing work, below is an example. SCF reserves the right to alter the FF&E schedule to accommodate changes in the construction schedule.

Item No.	Date	Task
1.	March 19, 2018	Furniture order to be placed.
2.	July 1-31, 2018	Furniture received.
3.	August 1, 2018	Contractor to begin furniture installation and cable management.
4.	September 21, 2018	Furniture installation and cable management complete.

### General Specifications

1. Bidder agrees to comply with SCF's commitment to a tobacco free campus.
2. Bidder is responsible for obtaining any and all necessary permits.
3. Bidder to provide point of contact information for SCF staff and /or management, both during and after business hours.
4. Hours of operation will be determined by the Bidder to accommodate performance of the scope of work in accordance with the approved schedule.

5. Selected bidder is required to coordinate any site visits in advance with the SCF Representative.
6. Bidder is responsible for all manpower, equipment, and materials necessary for the completion of the project.
7. All staff/personnel contractors/subcontractors are required to wear identification badges and/or uniforms that identify them as part of the successful Bidder's company.
8. The Bidder's Project Manager/Project Lead is required to be present at all times during installation.

#### Delivery, Inspection, Storage, Staging, Handling, Installation

1. Protect all products to the highest level possible from degradation and/or damage from all man made or natural causes.
2. Uncrate products for inspection immediately upon receipt from shipper.
3. Re-crate or protect products in an enclosed staging facility as needed per manufacturer's recommendations.
4. Inspect products for correctness of order and for shipping damage; file any claims within shipper(s) standard claim schedule.
5. Replace incorrect products or damaged products that cannot be restored to like new condition with new products of same quality. Provide documentation of damages to SCF immediately to not incur penalties for extending installation after the project completion date. A period of 45 days will be extended to replace any incorrect or damaged items; any incorrect or damaged item addressed after this 45-day period is subject to penalties.
6. Handle materials in accordance with manufacturer and product's handling instructions.
7. Abide by SCF and General Contractor's instructions for utilization of any on-site staging areas for Bidder's containers if made available by SCF or the General Contractor prior to, or during product installation. Provide and utilize, at Bidder's own risk and expense, any additional off-site storage or staging areas required.
8. Bidder will be held responsible for protecting adjacent spaces and the finished work of other trades. Bidder will be liable for repairing surfaces damaged by Bidder's installation crew.
9. It is the Bidder's responsibility to coordinate the site staging and installation schedule with SCF and the General Contractor. Installation of any hardwired furniture must be completed in order to obtain the Certificate of Occupancy from the Municipality of Anchorage. Installation of hardwired furniture shall be coordinated with the General Contractor's schedule, and shall meet any code requirements as outlined in the construction documents.

#### Substitutions

1. Products have been selected to meet desired 'levels of quality', function, maintenance and design.
2. Bidders may propose substitutions unless otherwise noted on the design drawings which meet the criteria below. Bidders are required to submit a complete Alternate Bid for all products, including both those not submitted and those substituted. This alternate bid shall be titled '**Alternate Selections Bid**', proposed cost to be included on form provided as Exhibit C. If no items are to be substituted, Bidder will only be required to submit the '**Original Selections Bid**', proposed cost to be included on form provided as Exhibit B.
  - a. Bidder shall provide a product that is comparable to, or exceeds the quality level, construction methods, materials, function, aesthetic properties, and characteristics of the selected and listed product, including:
    - i. Color and finish
    - ii. Size and configuration
    - iii. Features
    - iv. Electrical capabilities
    - v. Construction and durability
    - vi. Warranty

3. Substitutions proposed will be evaluated by SCF to determine appropriateness and acceptability. Evaluations may include a site visit to a local installation of the proposed product available. In the event that additional Architectural design or construction changes are needed, the additional cost will be charged to the successful Bidder unless otherwise agreed by SCF.
4. Product images and actual samples are required for all substitutions proposed at time of bid.
5. SCF reserves the right to accept substitutions on an item-by-item basis from an "Alternate Selections Bid".

### Substantial Completion

1. Substantial completion is determined by 90% of all products installed and available to SCF for intended purpose and use.
2. A walk-through will be held and punch list will be generated by SCF to determine substantial completion.

### Final Completion

1. Final completion is determined by resolving all items noted on the substantial completion's punch list, and when all products are turned over to SCF in new and excellent working condition.
2. A walk-through will be held by SCF to verify all punch list items have been satisfactorily resolved.

### Application for Payment

1. A 50% deposit will be paid at the time of order.
2. Following the receipt of a substantial completion punch list, the successful Bidder can submit the "substantial completion payment request" for an additional 25%.
3. Once all punch list items have been resolved and all products are turned over to SCF, the "final completion payment request" can be submitted for the remaining 25%.

### Cleaning

1. Ensure all products are clean. Utilize only cleaning products, materials, and tools that are specifically recommended by the manufacturer for cleaning purposes.
2. Remove and legally dispose of all debris and waste from the site. Recycle materials when and if possible.
3. Perform final cleaning prior to final completion walk-through.

### Operation and Maintenance Data

1. Supply SCF with manufacturer's operating and maintenance instructions in single, compiled, electronic PDF format with all necessary information required to operate, clean, prolong service life, or replace parts of the products to maintain a "like new" state.
2. The manual shall include the following information for each product ordered:
  - a. Manufacturer's product data sheets
  - b. Manufacturer's installation procedures
  - c. Detailed part/pieces list
  - d. Warranty certificates
  - e. Operation, maintenance and cleaning data/instructions.
3. The PDF shall be organized in a format similar to the furniture code legend and shall include bookmarks for each category at a minimum.

### Warranties and Follow-up Inspection

1. Bidder warrants that all products, materials, and equipment furnished under this contract will be new, and that all work will be of good quality, free from defects, and in conformance with the contract documents.

2. The Bidder warrants that furniture provided for this project will be available for a minimum of 3 years following project installation.
3. SCF reserves the right to purchase additional pieces at the quoted price from the accepted bid documents for 365 days after final completion.
4. All products shall remain free from any defects and in accordance with the contract documents as warranted by the manufacturer.
5. If products do not perform within the appropriate warranty, they shall be replaced within 45 days, after receipt of written notification from SCF with specifics on product failure.

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**EXHIBIT B: Proposal Offer and Signature Page  
Original Selections Bid**

RFP Number: SCF18-1026

RFP Name: Katherine and Kevin Gottlieb Building Furniture

RFP Due Date and Time: Thursday, March 1, 2018 by 3pm

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***BIDDERS MUST COMPLETE THE SECTION BELOW***

Firm Fixed Price Contract \$ \_\_\_\_\_

By signing below the contractor 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: \_\_\_\_\_

