

# Request for Proposals (RFP): RFP Assigned # SCF18-1029 Title of RFP: Landscaping Maintenance RFP Release Date: April 30, 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

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

SCFContracts@southcentralfoundation.com

# **Revision History**

Date	Revision Number	Revision Details	Revised By
05-10-18	1	Exhibit B, Proposal Offer and Signature Page: Revised due date from 5-18-18 to 05-14-18.	J. Sears



Table	of Contents	
Section	1, Background and History	1
1.1	SCF History	1
1.2	Vision and Mission Statement	1
Section	2, General Information	2
2.1	Purpose of the Request for Proposal (RFP)	2
2.2	Contract Period	2
2.3	Bidder Registration	2
2.4	SCF Contact Person	2
Section	3, Request for Proposal Details	3
3.1	RFP Schedule	3
3.2	Deadline for Receipt of Proposals	3
3.3	Other Licenses and Registrations Requirements	3
3.4	Conflict of Interest and Restrictions	3
3.5	Addendum to the RFP and Right to Award	3
3.6	Pre-Bid Meeting and Site Visits	4
3.7	Cancellation of the RFP	4
3.8	Contract Negotiations	4
3.9	Performance Bonds and Surety Deposits	4
Section	4, Instructions for Bidders	5
4.1	Bidder's Review and Substantive Questions	5
4.2	Filing a Protest	5
4.3	Proposal Content	5
4.4	Other RFP or Proposal Requirements	5
4.5	Proposal Withdrawal and Correction	5
Section	5, Format for Proposals	6
5.1	Proposal Content and Format	6
Bid S	Section 1, Title Page	6
Bid S	Section 2, Table of Contents	6
Bid S	Section 3, Introduction	6
Bid S	Section 4, Qualifications	6
Bid S	Section 5, License / Insurance Requirements	6
Bid S	Section 6, Compensation and Scope of Work	6
Section	6, Selection Process	7
6.1	RFP Compliance	7
6.2	Evaluation Process	7
6.3	Evaluation Criteria and Point Value	7
6.4	Discussions	7



6.5	Presentations					
6.6	Notice of Award	7				
Section	7, Standard Contract Terms	8				
7.1	Introduction	8				
7.2	Compensation					
7.3	Termination	8				
7.4	Status of Independent Contractor	8				
7.5	Insurance Requirements	8				
7.6	Compliance with Legal Obligations and SCF Code of Conduct	9				
7.7	Monitoring	9				
7.8	Lobbying	9				
7.9	Exclusion and Debarment1	0				
7.10	Successors, Assignment or Delegation 1	0				
7.11	Nondiscrimination1	0				
7.12	Governing Law, Venue and Jurisdiction1	0				
7.13	Audit and Examination of Records1					
7.14	Media Contact1	1				
	IBIT A: Scope of Work					
EXH	BIT B: Proposal Offer and Signature Page1	EXHIBIT B: Proposal Offer and Signature Page14				



# 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 landscaping and ground maintenance services at the following SCF Facilities (see Table 1 below). A scope of work including specifications for services to be provided at each location is provided in Exhibit A.

Location Number	Building Name	Building Locations			
1	FWWI Apartments	3210 Lark Street, Anchorage, AK 99508			
2	FWWI Apartments	3130 and 3140 Lark Street, Anchorage, AK 99508			
3	OTP Apartments	4510 and 4530 Grumman Street, Anchorage, AK 99508			
4	AK Native Primary Care Center Parking Lot West	4320 Diplomacy Drive, Anchorage, AK 99508			
5	Flattop Mountain Parking Garage	4450 Diplomacy Drive, Anchorage, AK 99508			
6	Ahklun Mountains Building	4501 Diplomacy Drive, Anchorage, AK 99508			
7	Nuka Wellness and Learning Center Building	4085 Tudor Centre Drive, Anchorage, AK 99508			
8	Fireweed Mountain Building	4341 Tudor Centre Drive, Anchorage, AK 99508			
9	Mt. Marathon Building 4201 Tudor Centre Drive, Anchorage, AK 99508				
10	Mt. Yukla Building 4175 Tudor Centre Drive, Anchorage, AK 99508				
11	SCF Daycare Center	4145 Tudor Centre Drive, Anchorage, AK 99508			
12	Mt. Natazhat Building	4160 Tudor Centre Drive, Anchorage, AK 99508			
13	Mt. Ahklun Building	4501 Tudor Centre Drive, Anchorage, AK 99508			
	Other locations, which may be identified and reviewed during walk-through with SCF staff				

Table 1, Location of SCF Facilities

#### 2.2 Contract Period

SCF intends to establish a contract for landscaping services at these locations 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 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). Include the RFP Number and title in your email when you register. Failure to register with the SCF Contact Person may result in the rejection of your Proposal.
- Please visit the website frequently during the RPF 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	Monday, April 30, 2018
Pre-Bid Meeting and Site Visit	To Be Determined
Deadline to Submit Additional Questions	Monday, May 7, 2018, by 3pm
Issue Responses to Additional Questions	Wednesday, May 9, 2018, by 5:00pm
Proposal Due Date	Monday, May 14, 2018, by 3:00pm
Notice of Award	Friday, May 18, 2018, by 5pm
Service Start Date	To Be Determined or upon contract completion

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 Bidder 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:	SCF18-1029, Landscaping Maintenance
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 an opportunity for prospective Bidders to meet with SCF staff for a question and answer session; time and place will be announced as part of RFP schedule. Participation in this meeting is not mandatory.

### 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

SCF reserves the right to require a performance bond or surety deposit to assure the Bidder's performance of all contract terms and conditions.



# 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 and compensation 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 will 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.

#### 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 profession 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 (1) one hardcopies and (1) one 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 will 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 professional services at SCF to fulfill the scope of work. Qualifications may include, but are not limited to:
  - a. Any special qualifications,
  - b. Quality of work,
  - c. Length of time the Bidder has provided professional services to SCF or at similar facilities' grounds,
  - d. Statement regarding Bidder's personnel, such as length of time personnel have been employed by Bidder or any special skill, training, or qualifications personnel may have.
  - e. Alaska Native/American Indian (AN/AI) owned company or AN/AI hiring preference.

#### 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 professional, general, auto, workmen's comp, etc.
- C. Proof of professional licenses, permits as applicable or required by law.

#### Bid Section 6, Compensation and Scope of Work

- A. Compensation or rate information for each location will be populated on the Cost Proposal Schedule provided as Exhibit B.
- B. Bidders will include a scope of work and detailed proposal.



# 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.

	Evaluation Criteria	Point Value	Details	
1	Format and Presentation	10	Evaluation of proposal compliance and format.	
2	Equipment and Staffing	30	Evaluation of Bidder's equipment and proposed staffing levels.	
3	Past Performance	25	Past experience, specifically quality of work, compliance with performance schedules, length of employee tenure, and any special employee qualifications.	
4	Price Proposal	30	Evaluation of pricing provided for in Bidder's proposal, as provided in Exhibit B, Cost Proposal Schedule.	
5	5     AN / AI Preference     5       Total Point Value - 100		Evaluation of Bidder's AN / AI Qualifications.	

#### 6.3 Evaluation Criteria and Point Value

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 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.

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. The policy will be endorsed to include sexual abuse coverage with a minimum separate limit of \$1,000,000 per claim. 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:

Bidder's scope of work should address the following requirements for personnel, equipment, and supplies.

Contractor is required to supply all personnel, equipment and machinery in good working order, and all other implements necessary to execute and fulfill the duties of this contract, specifically properly maintain the lawn, trees, and shrubs.

- A. Provide a minimum of two employees for a minimum of eight (8) hours per day to perform landscape maintenance during the days of Monday to Saturday.
- B. Employees to wear proper identification noting company logo and name, safety vests, etc. at all times while working.
- C. Employees must be provided with appropriate safety gear for the required work and must be thoroughly trained in proper safety practices while working on SCF property.
- D. Employees must be trained and licensed accordingly for performance of their duties, including applying herbicides and insecticides in accordance with manufacturer requirements.
- E. Contractor will monitor and direct the work performed by his/her staff to insure compliance with contract specifications.
- F. Company vehicles will display proper identification and logo and meet SCF insurance requirements.
- G. Contractor will recommend and purchase approved fertilizers, herbicides, plants, trees, and other materials required for performance of the work outlined herein.

#### Labeling of Supplies / Chemicals

Contractor is required to purchase and issue all chemicals in their original containers. Materials that require precautionary warnings will have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substances or wastes will be in accordance with all federal, state and municipal laws, ordinances, rules and regulations.

#### Safety Data Sheets (SDS)

Contractor is required to furnish the SCF representative a binder with copies of the SDSs for all products used prior to beginning service in any SCF Facility 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 facilities, a copy of the product's SDS must be provided to the SCF representative prior to the product being used in any facility.

Approximately May 1, 2018 to October 31, 2018, unless snow prohibits performance, perform the following services:

#### Routine (Daily and Weekly) Maintenance

- Daily watering of lawn areas as needed to maintain a green and healthy lawn; this may occur as much as daily depending on prevailing weather conditions. Watering may occur via installed sprinkler systems or hoses, as needed. Hoses to be placed and marked to ensure safety of pedestrians.
- 2. Watering of trees and shrubs on a weekly basis or more frequently as needed.
- 3. Watering of planting beds adjacent to parking lots to be performed weekly, or as needed, after regular SCF business hours.
- 4. Weeding of shrub beds, planting beds, lawn areas, near walks and drives on a weekly basis, or more frequently as needed.



- 5. Weekly mowing of lawn areas every Saturday (no exceptions other than snowfall prohibiting such mowing) to maintain a uniform height of 3 to 5 inches. Weekly mowing not to occur any other day of the week.
- 6. Lawn clippings, weeds, waste, etc. to be bagged and disposed off-site.
- 7. Daily trash pick-up of landscaped areas. Ensure all leaves and other debris is removed from the grounds weekly.
- 8. Clean patios, benches, and outdoor furniture by spray washing.
- 9. Clean walkways and paths.
- 10. Report any graffiti.

#### Monthly Maintenance

- 1. Edging of all lawn areas along walks, drives, and curbs.
- 2. Pruning of trees and shrubs as needed per type of tree or shrub.
- 3. Inspect and implement disease control in trees and shrubs.
- 4. Provide insecticide and herbicide as appropriate on birch and spruce trees to prevent invasive species, i.e. sawflies, and damage to trees.
- 5. Inspect all hoses and valves for leaks, breaks, malfunction and repair or replace as needed.

#### **Seasonal Maintenance**

- 1. Lime and fertilize all lawn areas two times per season in addition to spring clean-up application.
- 2. Fertilize trees and shrubs a minimum of one time per season in addition to the spring clean-up requirements.
- 3. Fall clean up (prior to the first snowfall).

#### **General Specifications**

Contractor will comply with all applicable laws, ordinances, rules, regulatory codes, and lawful orders of any public authority having jurisdiction for the safety of persons and property and bearing on the performance of the work as set forth herein. Contractor will take all reasonable precautions to protect other property on the grounds and will comply with instructions from SCF.

Contractor and he/her employees shall adhere to SCF's Code of Conduct, including SCF's tobacco free policy.

The Contractor will, at his/her own expense, immediately arrange for the repair and/or replacement of any damage done to SCF property caused by the Contractor during the performance of duties. In the event the Contractor fails to perform said repair or replacement in a timely manner, SCF may make arrangements for said repair or replacement and deduct the related costs from sums due and owing the Contractor.

The Contractor will provide competent advice as to how early spring planting can occur, and will take whatever actions may be necessary to protect newly planted areas to ensure success of the spring planting effort.



# **EXHIBIT B: Proposal Offer and Signature Page**

RFP Number: <u>SCF18-1029</u>

RFP Name: Landscaping Maintenance

RFP Due Date and Time: Monday, May 14, 2018, by 3:00pm

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

Firm Fixed Price Contract \$	5	(r	nonthly amount	1
If authorized by SCF in advance, off-contract or ad-hoc services \$(per employee hourly rate				
Is an Alaska Native / Ameri	ican Indian Busi	ness Owner Pref	erence being cla	aimed? YES 🗆 or NO 🗆
Company Name:				
Contact Name:				
Email:				
Address	City	State	Zip Code	
Phone:				

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

Authorized Signature:	

Date:\_\_\_\_\_

# END OF RFP