



**Request for Proposals (RFP):**

**RFP Assigned # SCF21 -1056**

**Title of RFP: Nikolai Provider Housing Design-Bid-Build**

**RFP Release Date: May 17, 2021**

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

*Point of Contact, Will Hartman  
Phone: 907-729-6734  
Fax: 907-729-6639*

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

**Important Notice:** See Section 2.3.

You must email the SCF Point of Contact at [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com) to register and provider bidder qualifications. Failure to do so may result in the rejection of your proposal.

## 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.

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## Section 2, General Information

### 2.1 Purpose of the Request for Proposal (RFP)

SCF is soliciting detailed proposals from qualified contractors or companies interested providing project management and construction services by serving as the General Contractor (GC) for the construction of a 2,205 square foot residential housing duplex in Nikolai, Alaska.

The Scope of Work including 95% drawings with sheet specifications is provided as Exhibit A to this RFP.

### 2.2 Contract Period

SCF intends to establish a contract for services for a period of no more than one year or until the building is complete.

A modified AIA Document A105-2017 "Standard Short Form of Agreement Between Owner and Contractor" will be used as the basis of the contract. The selected Bidder shall complete, and provide to SCF, an editable version of the AIA Document A105-2017. Any costs associated with obtaining the contract documents shall be the responsibility of the selected Bidder. Additional contract terms are noted in Section 7 of this RFP.

### 2.3 Bidder Registration and Qualification Submittal

- You must register with the SCF Contact Person no later than June 1<sup>st</sup> at 3pm AKDT by clicking on the link posted at the bottom of the Title Page (1<sup>st</sup> page). Include qualifications (see below), 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 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.

**Qualifications:** When registering, include your relevant rural project past performance in your email, this will be used to establish bidder qualification.

Include summary of key personnel that will be assigned to this project who have relevant rural project past performance. List specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities if relevant, and a description of similar projects key personnel have worked during the last five years.

Include (3) three project-related references to include work completed, contact information (name, email and phone number), and period of contract.

### 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: Will Hartman

Email: SCFContracts@southcentralfoundation.com

Phone: 907-729-6734 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 95% drawings	May 17, 2021
Deadline to register and submit qualifications	June 1, 3pm AKDT
Mandatory Nikolai Site visit via SCF Charter	June 2, 2021
Questions due by	June 4, 2021
Issue responses to questions	June 11, 2021
Proposal Due Date	June 21, 2021, 3pm AKDT
Notice of Award	June 24, 2021

**Table 2, RFP Schedule**

### 3.2 Deadline for Receipt of Proposals

Proposals must be delivered via email and received no later than the proposal due date and time. Bidders are fully responsible for timely delivery of proposals.

### 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 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 Mandatory Pre-Bid Meeting and Site Visit

SCF will provide travel via chartered aircraft for one representative from each qualified potential bidder to Nikolai, Alaska for a mandatory site visit. SCF will coordinate this with qualified potential bidders; date and time will be communicated to registered bidders.

SCF is working closely with our partners and village communities, taking necessary precautions to prevent the introduction of COVID-19 illness to rural communities. The bidder's representative traveling to Nikolai



may be required to take a COVID-19 test prior to departing Anchorage; a negative test result for COVID-19 may be required to travel with SCF. Test results must be presented to the accompanying SCF representative, if, at the time of travel, Federal, State or local mandates require testing and negative results as a condition to access this community. SCF requests bidder's representative follow SCF's employee travel requirements which include, but are not limited to, being symptom free at the time of travel, wearing face masks, and maintaining social distancing of a minimum of six feet.

### **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**

Project Bonding Requirements:

All bidders shall submit a cashier's check or a bid bond, using form AIA A310-2010, in the amount of five percent (5%) of the bid amount listed on line A of Exhibit B: Proposal Offer and Signature Page. Bid Bond to be underwritten by a surety qualified to issue bonds in the State of Alaska guaranteeing the signing of the contract for construction in the amount of the Proposer's offer as defined above. Successful bidder shall furnish a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond on forms AIA A312-2010 with a qualified corporate surety for construction services.

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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 Contact Person, 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 Contact Person identified in section 2.4 of this RFP 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 address the scope of work with 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 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.

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- 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.

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## Section 5, Format for Proposals

### 5.1 Proposal Content and Format

The proposals should be compiled in a professional manner, organized in accordance with this section, with page numbers and unique file names.

*Bidders are required to submit (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 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

The proposal should include details on Bidder's qualifications, as described in Exhibit A.

Bidder must provide (3) three past project-related references to include work completed, contact information (name, email and phone number), and period of contract.

#### 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.
- C. Proof of professional licenses, as applicable or required by law.

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

Bidders shall include a scope of work and detailed proposal, as described in Exhibit A. Compensation and rate information must be populated on the Proposal Offer and Signature Page provided as Exhibit B.

## 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 include but are not limited to:

- 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.

### 6.3 Evaluation Criteria and Point Value

Bid evaluation will be based on Table 3 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
1	Price Proposal	30
2	Similar Project Experience	20
3	Project Team and Key Personal Experience	15
4	Management Plan	10
5	Pre-Construction Services Plan	5
6	Value Engineering/Project Estimating	5
7	Quality Control	5
8	Claims History	5
9	AN/AI Preference	5
<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. Change orders and work orders may be approved by SCF.
- B. 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.
- C. 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.
- D. Contractor must submit monthly invoices to SCF via email to [scfappillar@scf.cc](mailto:scfappillar@scf.cc) or mail Southcentral Foundation, ATTN: Accounts Payable, 7033 E. Tudor Rd., Anchorage, AK 99507.
- E. 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 Criminal Background Investigation**

Contractor and any individual employed by Contractor providing services under an Agreement shall be subject to SCF's background check policy and procedure. Contractor and any individual employed by Contractor providing services under an Agreement may be screened for listing as an "Excluded Person/Party" on the Federal System for Award Management and may be required to undergo a criminal history screen to ensure that they meet the criminal history standards set forth in all applicable local, state and federal laws including, but not limited to, the Social Security Act, 42 U.S.C § 1320a-7; the Indian Child Protection and Family Violence Prevention Act, 25 U.S.C. § 3201 et seq., the Crime Control Act of 1990, 42 U.S.C. Sec.13041 et seq.; and the Alaska Criminal History and Barrier Crimes Statutes and Regulations, AS 47.05.300 et seq.; 7 AAC 10.

Prior to providing services under an Agreement, Contractor and any individual employed by Contractor providing services under this Agreement may be required to submit to any necessary criminal background investigation. SCF may perform such investigation and may invoice Contractor for the costs of fingerprinting (if necessary) and applicable criminal history screening. If Contractor and/or any individual employed by Contractor providing services under an Agreement do not meet SCF's criminal history requirements, SCF will provide written notice to Contractor and this Agreement may be terminated immediately.

During the term of an Agreement, Contractor shall immediately provide to SCF written notice of any arrests, charges, convictions, or any other criminal legal action taken against Contractor and/or any individual employed by Contractor providing services under an Agreement. SCF may terminate an Agreement immediately if Contractor fails to provide to SCF written notice of such criminal legal action.

## **7.6 Health Requirements**

SCF may require Contractor and/or any individual employed by Contractor providing services under an Agreement to provide immunization records to SCF prior to the performance of any services. Contractor shall ensure appropriate employee health requirements are met, to include immunizations MMR (documentation of 2 vaccines or proof of immunity), Varicella (documentation of 2 vaccines or proof of immunity), current TDAP, Hepatitis B series (documentation of 3 vaccines or proof of immunity), documentation of PPD skin testing placement within previous 12 months, and an annual Influenza vaccine by October 31st of each year. Contractor shall comply with any SCF screening protocols related to COVID-19 that may be in place as part of SCF's emergency preparedness or response procedures, prior to Contractor's employees arriving onsite.

## **7.7 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 \$3,000,000 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:* Contractor shall 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. Contractor will also be responsible for ensuring 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:* Contractor shall carry Professional Liability coverage at a limit of \$1,000,000 Per Claim and \$3,000,000 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. *Umbrella Liability Insurance:* Contractor shall carry Umbrella Liability coverage at a limit of \$1,000,000 Per Claim and \$3,000,000 Aggregate. If the professional liability policy is written on a claims form, Contractor will provide insurance for a period of (2) two years after final payment of this agreement.
5. *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.
6. *Builders Risk Insurance:* During the construction services phase of the project, the GC will be required to provide non-reporting Builders Risk Insurance, all risk insurance coverage for up to the replacement value of the construction work.
7. *Subcontracting Requirements:* 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.

## **7.8 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.

## **7.9 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.

## **7.10 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.

### **7.11 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.

### **7.12 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.

### **7.13 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."

### **7.14 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.

#### **7.15 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.

#### **7.16 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.

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## **EXHIBIT A: Scope of Work**

Construction Services: Performance of the construction work under a Guaranteed Maximum Price Contract. Provide professional project management and construction services to complete the construction of a 2,205 square foot residential housing duplex, as outlined in the attached building plans, in Nikolai, Alaska. This includes the purchase, transport to the construction site, and management of all materials, equipment, and personnel needed to complete the building. Upon completion, the Bidder should turn over the housing unit trimmed out, turnkey, and ready for use. Construction services will include the following:

- Actively manage construction team to ensure completion of project within the construction schedule.
- Acquire all materials and equipment needed to complete the project.
- Transport of all materials, equipment, and personnel needed to complete the project to the job site.

### **General Specifications**

1. Bidder is responsible for all manpower, equipment and materials. To allow for possible extended lead times for procurement of materials, the successful Bidder, prior to the construction phase but following the execution of a contract by both parties. Such contract shall outline the terms for successful Bidder to purchase and stage construction materials, which may be invoiced for payment by SCF. The successful Bidder shall be responsible for the secure storage and any related storage costs of said materials. If the Agreement is terminated for any reason, any materials invoiced and paid for by SCF shall become property of SCF.
2. Bidder is responsible for obtaining any and all necessary permits.
3. Bidder is required to coordinate any site visits in advance with SCF Representative.
4. SCF to provide copies of plans as available for building to be constructed.
5. Bidder to provide point of contact information for SCF staff and/or management, both during business and after hours.
6. Bidder to provide safety and health plan for employees, showing compliance with any applicable federal, state, local, or tribal health mandates.
7. Bidder to provide housing, lodging, food, and facilities needed to provide for personnel needed to complete the project.

Any type of construction schedule and shut down dates and items to be coordinated and approved by the SCF Facilities Project Manager.

### **Proposal Requirements**

#### **1. Price Proposal**

The Total Price Proposal provided in Exhibit B should include estimates for all costs needed to deliver the complete the Scope of Work. This shall include but is not limited to: lodgings on location, materials, labor, Power, water, communication, payments to subcontractors, all air and ground transportation, all freight/shipping costs, and COVID-19 testing.

#### **2. Similar Project Experience**

##### **A. Relevant Project Experience**

Provide a summary of health facilities, Alaska Native/American Indian-owned, or other projects similar in size or scope that your firm has built in the last 10 years. For each project, list the

project name, project scope, construction budget, construction period, delivery method, the role your firm played in the project, the owner's name, owner contact and current phone number, A/E firm, A/E contact and current phone number.

**B. Remote Alaska Project Delivery Experience**

Provide a summary of similar projects your firm has built in the last five years utilizing Remote Alaska project delivery. For each project, list the project name, project scope, construction budget, construction period, delivery method, the role your firm played in the project, the owner's name, owner contact and current phone number, A/E firm, A/E contact and current phone number.

**C. Familiarity with Alaska Native Cultural Traditional Projects, working with Alaska Native/Alaska Indian (AN/AI) Ownership**

Describe work your firm has performed during the past 10 years working under contract to AN/AI owned firms. Describe your firm's policies on AN/AI recruitment and hiring, including apprenticeships and development opportunities. Provide contact information including name and current phone numbers for listed AN/AI firms.

**3. Project Team and Key Personal Experience**

**A. Project Team and Key Personnel Experience**

Provide an organizational chart describing the proposed project team and lines of communication and management. Include key personnel, subcontractors, position responsibilities and experience providing GC construction services on similar projects.

Provide resumes for all key personnel that will be assigned to this project. List name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities if relevant, and a description of similar projects individual was associated with during the last five years including type of project and project cost. Each team member's resume shall not exceed two pages in length.

At a minimum, include resumes for the following positions:

- Project Manager
- Superintendent

**4. Management Plan**

Summarize how your firm will staff and organize this project. Outline what work will likely be accomplished via subcontract vs. your own resources during the construction phase. Discuss how key sub-contractors will be selected and the possibilities for using subcontractor input during the design phase. Discuss how you envision staffing the required craft SCF positions and any unique solutions your firm will be able to provide that will minimize costs. Address how you will maximize local and native hire as well as use of local subcontractors. Define how your firm will address housing and related costs for your employees. Discuss how you will mitigate any elements you consider to be key risks. Discuss your firm's capacity to support SCF's

operation and maintenance during the warranty period and five (5) years thereafter. Describe your project staffing plan for construction services.

### **5. Value Engineering/Project Estimating**

Describe your firm's value engineering process and how your firm will work with the design team to help reduce project construction and life cycle costs. Explain your firm's methods for estimating costs for project elements where design drawings and specifications are not available.

### **6. Quality Control**

Provide a description of your firm's approach to quality control during construction. Include a description of your firm's quality control personnel that will be used on this job and their level of authority.

### **7. Capacity/Proximity to Site**

Provide a summary of your firm's annual construction volume (in dollars) for the past five years. Detail your firm's current and anticipated workload from May 2021 to May 2022 (to the extent possible). Include a description of projects, dollar values of construction for which your firm is responsible either as a prime or subcontractor, and bonding capacity available for the referenced period. Comment on any significant issues based on your review of the provided timeline as it relates to your capacity. Indicate distance from home office to construction site. If required, explain how your firm will mitigate distance issues with management of a remote project.

### **8. Claims History**

A. Detail any claims, litigation, arbitration, and mediation (closed, open or pending) in the past ten years, for which the Bidder or a major subcontractor was a party. Describe the issues in dispute, the details of the resolution (if the matter is no longer pending), and the prevailing party or parties.

Proposals will be evaluated according to the questions set out below:

- 1) Did the dispute pertain primarily to acts or omissions of the Bidder or the subcontractor(s), or did it pertain primarily to problems or issues beyond the control of the Bidder or the subcontractor(s) (e.g. owner insolvency, design defects, differing site conditions)?
- 2) Did the Bidder or the subcontractor demonstrate good faith and a reasonably diligent effort to reach a compromise prior to and during the formal dispute resolution process?
- 3) Did the dispute resolution process demonstrate good business judgment by the Bidder or subcontractor(s), where the value in dispute justifies the costs of the resolution process and the delays in the exchange of monies during that dispute resolution process?
- 4) Was timely performance or quality of work by the Bidder or its subcontractor(s) a substantial issue in the dispute, and how was it resolved?

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5) Was coordination, record-keeping, communications, or financial accounting (including support materials for progress payments) a substantial issue in the dispute, and how was it resolved?

B. Detail any known construction related issues that occurred within two (2) years of completion of a facility where proposer was involved in the design-build or design-assist project.

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## EXHIBIT B: Proposal Offer and Signature Page

RFP Number: SCF21-1056

RFP Name: Nikolai Provider Housing Design-Bid-Build

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

A. Firm Fixed Price Contract value \$ \_\_\_\_\_

B. Overhead and Profit on approved change orders \_\_\_\_\_%

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

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_  
*Address City State Zip Code*

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF RFP**