



Request for Proposals (RFP):
RFP Assigned # SCF22-1061
Title of RFP: *Three Building Janitorial*
RFP Release Date: 11/19/2021

Revision 01 - 12/03/2021

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

*Point of Contact, Julie Stoneking-Radford
Phone: 907-729-6762
Fax: 907-729-6639*

E-Mail: SCFContracts@southcentralfoundation.com

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

SCFContracts@southcentralfoundation.com

Revision History

Date	Revision Number	Revision Details	Revised By
12/03/2021	01	* Revised square footage for Rhone and Tudor * Added walk through dates and times	J. Stoneking-Radford

Table 1, Revision History

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
<i>Bid Section 1, Title Page.....</i>	<i>6</i>
<i>Bid Section 2, Table of Contents</i>	<i>6</i>
<i>Bid Section 3, Introduction.....</i>	<i>6</i>
<i>Bid Section 4, Qualifications</i>	<i>6</i>
<i>Bid Section 5, License / Insurance Requirements</i>	<i>7</i>
<i>Bid Section 6, Compensation and Scope of Work</i>	<i>7</i>
Section 6, Selection Process	8

6.1	RFP Compliance	8
6.2	Evaluation Process	8
6.3	Evaluation Criteria and Point Value	8
6.4	Discussions	8
6.5	Presentations	9
6.6	Notice of Award	9
Section 7, Standard Contract Terms		10
7.1	Introduction	10
7.2	Compensation	10
7.3	Termination	10
7.4	Status of Independent Contractor	10
7.5	Insurance Requirements	10
7.6	Compliance with Legal Obligations and SCF Code of Conduct	11
7.7	Monitoring	11
7.8	Lobbying	11
7.9	Exclusion and Debarment	12
7.10	Successors, Assignment or Delegation	12
7.11	Nondiscrimination	13
7.12	Governing Law, Venue and Jurisdiction	13
7.13	Audit and Examination of Records	13
7.14	Media Contact	13
<i>EXHIBIT A: Scope of Work</i>		<i>14</i>
<i>EXHIBIT B: Proposal Offer and Signature Page</i>		<i>15</i>

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 2,500 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 this RFP

SCF's Facilities Department is soliciting detailed proposals from contractors or companies interested in providing janitorial services for three buildings:

7877 W Douglas Lane, Wasilla, AK 99654

3606 Rhone Circle, Anchorage, AK 99508

999 E Tudor Road, Anchorage, AK 99503

A scope of work and floor plan for each site is included in Exhibit A.

Proposals may be for one, two, or all three sites. Bidders will have the opportunity in Exhibit B to state which site(s) they are submitting a bid.

2.2 Contract Period

SCF intends to establish a contract term 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 via email with the SCF Point of Contact by clicking on the link posted at the bottom of the Title Page (1st page). The subject line of the email should state, "SCF22-1061 – Three Building Janitorial – Registration". Failure to register with the SCF Point of Contact 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 Point of Contact

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

SCF Contracts Department

Attention: Julie Stoneking-Radford

7033 East Tudor Road

Anchorage, AK 99507

Email: SCFContracts@southcentralfoundation.com

Phone: 907-729-6762 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	11/19/21
Site Visit	To Be Determined See page 4 for dates
Deadline to Submit Additional Questions	11/29/21
Issue Responses to Additional Questions	12/06/21
Proposal Due Date	12/10/21
Notice of Award	12/13/21
Service Start Date	Anticipated 12/27/21

Table 2, RFP Schedule

3.2 Deadline for Receipt of Proposals

Proposals must be submitted no later than the proposal due date and time. Bidders are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned. The Bidder is responsible for assuring actual delivery of the proposal to the email address referenced in the General Information, Section 2.4 before the advertised date and hour located in Section 3.1.

To ensure the proposal is routed to the proper person, the subject line should read, "SCF22-1061 – Three Building Janitorial – Proposal".

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

The sites are under active construction. Floor plans are provided for reference.

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 ensure the Bidder's performance of all contract terms and conditions.

Walk-through sites, dates, and time

<u>Building Location</u>	<u>Date</u>	<u>Time</u>
7877 Douglas (Wasilla)	December 7, 2021	10am
3606 Rhone (Anchorage)	December 7, 2021	3pm
999 E Tudor (Anchorage)	December 7, 2021	4pm

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 2.4 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 Point of Contact, 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 Point of Contact within (5) five business days of Notice of Award date, as provided in Section 2.4 of this RFP. Only bidders that submitted a valid proposal may file a protest.

4.3 Proposal Content

- A. 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).
- B. Bidders may not bid on more than (1) one request.

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. 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.

4.5 Proposal Withdrawal and Correction

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

Section 5, Format for Proposals

5.1 Proposal Content and Format

The proposals should be compiled in a professional manner and organized in accordance with this section.

Bidders are required to submit (1) one PDF 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 states 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 or 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.
Qualifications may include, but are not limited to:
 - 1) This is where you may list out specific services provided to SCF previously or currently,
 - 2) Any special qualifications,
 - 3) Quality of work,
 - 4) Length of time the Bidder has provided professional services at:
 - i. SCF locations;
 - ii. Other government or private healthcare facilities with a square footage of 5,000 or more;
 - iii. Large commercial buildings with a square footage of 10,000.
- B. Statement regarding Bidder's personnel:
 - 1) Length of time personnel have been employed by Bidder.
 - 2) Any special qualifications personnel may have.
 - 3) Detailed statement that all personnel providing services under this contract will be trained and skilled in the performance of providing services detailed in RFP's Scope of Work.
- C. Provide (3) three references to include work completed, contact information (name, email and phone number), and period of contract.
- D. 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 products in transit and during storage.

Bid Section 6, Compensation and Scope of Work

- A. Bidders will include the scope of work with a detailed proposal for each selected location.
- B. Compensation or rate information for each location will be populated on the Cost Proposal Schedule provided as Exhibit B.
- C. Bidder's proposal(s) should address the following requirements as applicable to the nature of the location. TBD, below are a couple of examples from a previous RFP.
 - 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.

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:

- Not providing evidence of meeting minimum requirements.
- Substantial and material conflicts of interest that were not declared.
- Substantial and material noncompliance to requirements of RFP section on format for proposals.
- 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 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.

6.3 Evaluation Criteria and Point Value

	Evaluation Criteria	Point Value	Details
1	Format and Presentation	10	Evaluation of proposal compliance and format.
2	Qualifications	10	Evaluation of qualifications and provided references.
3	Past Performance	20	Past experience, specifically quality of work, compliance with performance schedules and cleanliness standards, timeliness of addressing concerns, ensuring adequate staffing on all shifts, and any special employee qualifications.
4	Alaska Native / American Indian Preference	5	Evaluation of Bidder's AN / AI Qualifications
5	Price Proposal	55	Evaluation of pricing provided for in Bidder's proposal, as provided in Exhibit B, Cost Proposal Schedule.
	Total Point Value	100	

Table 3, Evaluation Criteria and Point Value

6.4 Discussions

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

6.5 Presentations

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

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

6.6 Notice of Award

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

Section 7, Standard Contract Terms

7.1 Introduction

SCF is providing 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 at specified hourly rates.
- 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 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 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. *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.
4. *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 link

(https://www.southcentralfoundation.com/wp-content/uploads/2021/06/07-26-2021_CodeOfConduct-FINAL-low-res.pdf) to 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 and Floor Plans

7877 W Douglas Lane, Wasilla, AK 99654

3606 Rhone Circle, Anchorage, AK 99508

999 E Tudor Road, Anchorage, AK 99503

EXHIBIT B: Proposal Offer and Signature Page

RFP Number: SCF22-1061

RFP Name: Three Building Janitorial

RFP Due Date and Time: **December 10, 2021, at 5:00pm Alaska time**

BIDDERS MUST COMPLETE THE SECTION BELOW

Proposals may be for one, two, or all three sites.

Site Address	Is Your Proposal For This Site?	Proposed Firm Fixed Price	Proposed Monthly Price
7877 W Douglas Lane, Wasilla, AK 99654	YES <input type="checkbox"/> or NO <input type="checkbox"/>		
3606 Rhone Circle, Anchorage, AK 99508	YES <input type="checkbox"/> or NO <input type="checkbox"/>		
999 E Tudor Road, Anchorage, AK 99503	YES <input type="checkbox"/> or NO <input type="checkbox"/>		

Table 4, Site Selection and Price

Off contract services billed at per employee hourly rate of: \$_____ (Per person as authorized 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: _____

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