



**Request for Proposals (RFP):**

**RFP Assigned #SCF22-1062**

**Title of RFP: Mount Marathon Building TI Design-Build**

**RFP Release Date: December 7, 2021**

***Revision 1, December 15, 2021***

***Revision 2, December 22, 2021***

***Revision 3, January 25, 2022***

*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](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

Revision Number	Date	Revision Details	Revised By
1	12/15/2021	Revised square footage in section 2.1. Deleted Employee Health Requirements in section 7.6	Will Hartman
2	12/22/2021	Updated RFP Schedule in section 3.1	Will Hartman
3	01/25/2022	Revised RFP adding construction documents – project manual, revising schedule, updating proposal requirements.	Will Hartman

Table 1, Revision History

## Table of Contents

<b>Section 1, Background and History .....</b>	<b>1</b>
1.1 SCF History .....	1
1.2 Vision and Mission Statement .....	1
<b>Section 2, General Information .....</b>	<b>2</b>
2.1 Purpose of the Request for Proposal .....	2
2.2 Contract Period.....	2
2.3 Bidder Registration and Qualification Submittal .....	2
2.4 SCF Point of Contact .....	2
<b>Section 3, RFP Details .....</b>	<b>4</b>
3.1 RFP Schedule .....	4
3.2 Deadline for Receipt of Proposals .....	4
3.3 Other Licenses and Registrations Requirements .....	4
3.4 Conflict of Interest and Restrictions .....	4
3.5 Addendum to the RFP and Right to Award .....	4
3.6 Pre-Bid Meeting and Site Visits .....	5
3.7 Cancellation of the RFP .....	5
3.8 Contract Negotiations .....	5
3.9 Bid, Performance, and Payment Bonds .....	5
<b>Section 4, Instructions for Bidders .....</b>	<b>6</b>
4.1 Bidder's Review and Substantive Questions .....	6
4.2 Filing a Protest.....	6
4.3 Proposal Content .....	6
4.4 Other RFP or Proposal Requirements .....	6
4.5 Proposal Withdrawal and Correction .....	7
<b>Section 5, Format for Proposals.....</b>	<b>8</b>
5.1 Proposal Content and Format .....	8
<i>Bid Section 1, Title Page.....</i>	<i>8</i>
<i>Bid Section 2, Table of Contents .....</i>	<i>8</i>
<i>Bid Section 3, Introduction.....</i>	<i>8</i>
<i>Bid Section 4, Qualifications .....</i>	<i>8</i>
<i>Bid Section 5, License / Insurance Requirements .....</i>	<i>8</i>
<i>Bid Section 6, Scope of Work Proposal Requirements.....</i>	<i>8</i>
<b>Section 6, Selection Process .....</b>	<b>9</b>

6.1	RFP Compliance .....	9
6.2	Evaluation Process .....	9
6.3	Evaluation Criteria and Point Value .....	9
6.4	Discussions .....	9
6.5	Presentations .....	10
6.6	Notice of Award .....	10
<b>Section 7, Standard Contract Terms .....</b>		<b>11</b>
7.1	Introduction .....	11
7.2	Conflict of Interest .....	11
7.3	Status of Independent Contractor .....	11
7.4	Americans with Disabilities Act .....	11
7.5	Insurance Requirements .....	11
7.6	Compliance with Legal Obligations and SCF Code of Conduct .....	13
7.7	Monitoring .....	13
7.8	Lobbying .....	13
7.9	Exclusion and Debarment .....	13
7.10	Successors, Assignment or Delegation .....	14
7.11	Nondiscrimination .....	14
7.12	Alaska Native/American Indian Preference in Employment and Training .....	14
7.13	Federal Tort Claims Act .....	14
7.14	Media Contact .....	14
7.15	Liens .....	15
<b>EXHIBIT A: Scope of Work .....</b>		<b>16</b>
<b>EXHIBIT B: Proposal Offer and Signature Page .....</b>		<b>20</b>
<b>EXHIBIT C: Statement of Bidder Qualification .....</b>		<b>21</b>
<b>EXHIBIT D: Form Of Non-Collusive Affidavit .....</b>		<b>25</b>

## **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**

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 renovation of approximately 8,260 square feet of space within the Mount Marathon building at 4201 Tudor Centre Drive, Anchorage, Alaska, 99508.

The Scope of Work is provided as Exhibit A to this RFP. Also provided with this RFP, as Appendix A, is the 50% progress set engineering drawings for the project. The Contractor shall subcontract with an Architect and Engineers (A/E) firm to complete the remainder of the design, including development of Plans, Specifications, and Estimate.

### **2.2 Contract Period**

N/A

### **2.3 Bidder Registration and Qualification Submittal**

- You must register with the SCF Point of Contact 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 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 your contact information when registering.

**Qualifications:** When registering, include your relevant 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 project experience. 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 on together 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.

Minimum qualifications are three healthcare projects over \$150,000.00 or prior construction or renovation experience with SCF.

### **2.4 SCF Point of Contact**

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: Julie Stoneking-Radford

Email: SCFContracts@southcentralfoundation.com

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Phone: 907-729-6762 and Fax: 907-729-6639

## Section 3, RFP 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 (50% drawings)	December 07, 2021
Deadline for registration and qualifications submittal	December 15, 2021 by 3 pm AKST
Site Visit and Pre-Proposal Meeting	December 17, 2021 at 2 pm AKST
Deadline for Questions	February 1, 2022
Issue Responses to Questions	February 8, 2022
Proposal Due Date	February 18, 2022
Anticipated Notice of Award	February 25, 2022
Anticipated Notice to Proceed	March 4, 2022

**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, "SCF22-1062 – Mt. Marathon – Proposal".

### 3.3 Other Licenses and Registrations Requirements

All Bidders must provide a copy of their 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 Pre-Bid Meeting and Site Visits**

SCF will provide building access for registered bidders to perform a site visit/ inspection.

SCF is working closely with our partners and community, taking necessary precautions to prevent the introduction of COVID-19 illness. The bidder's representative attending the site visit shall follow all SCF, Local, State, and Federal COVID-19 protocols, which include, but are not limited to, being symptom free at the time of visit, 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 Bid, Performance, and Payment Bonds**

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.

## **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 Point of Contact 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 Sections 2.4 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 provision of 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).
- C. 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. SCF discourages excessive or costly proposals. All costs incurred by Bidders in preparing and submitting a proposal are the Bidder's responsibility and shall not be charged to SCF or reflected as an expense of the resulting contract.

- E. It is the responsibility of the Bidder to indicate within their proposal the applicability and compliance of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
- F. If all bids are over SCF's allotted budget for the project; SCF reserves the right to reduce the scope of the project as needed to fit the budget.
- G. In the event that only one bid is received, SCF reserves the right to restructure the bid and/or extend the due date of proposals.

#### **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, organized in accordance with this section, with page numbers and unique file names.

*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 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 or until any awarded contract is established and signed.

#### *Bid Section 4, Qualifications*

Bidder's must complete and have notarized the Statement of Bidder's Qualifications, which is attached to this RFP as Exhibit C.

#### *Bid Section 5, License / Insurance Requirements*

Please attach 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, Scope of Work Proposal Requirements*

Bidders shall address all proposal requirements listed in Exhibit A, Scope of Work, with compensation and rate information populated on the Proposal Offer and Signature Page provided in Exhibit B, and complete and have notarized the Form of Non-collusive Affidavit which is attached to this RFP as Exhibit D

## Section 6, Selection Process

### 6.1 RFP Compliance

Prior to evaluation, each proposal will be reviewed to determine whether 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	25
2	Similar Project Experience	25
3	Project Team and Key Personal Experience	15
4	Management Plan	10
5	Value Engineering/Project Estimating	5
6	Quality Control	5
7	Capacity/Proximity to Site	5
8	Claims History	5
9	AN/AI Preference	5
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.

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### **6.5 Presentations**

SCF reserves the right to require a verbal presentation of proposals. 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.

The Agreement between the two parties will be the AIA Document A104 – 2017 which is available for review here: <https://www.aiacontracts.org/contract-documents/25121-owner-contractor-agreement>. The selected Bidder shall procure, and provide to SCF, an editable version of the AIA Document A104-2017. Any costs associated with obtaining the contract documents shall be the responsibility of the selected Bidder.

### 7.2 Conflict of Interest

Contractor shall not refer work to itself or to any prohibited entity in violation of the Stark anti-kickback provisions of federal law. During the term of this Agreement, at any time and from time to time, Construction Manager agrees to immediately notify Owner's Contract Administrator of all situations that fall within the scope of these provisions. If any conflicts exist at the time of the execution of this Agreement, Construction Manager agrees to submit a separate attachment to this Agreement for approval.

### 7.3 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.

### 7.4 Americans with Disabilities Act

All facilities must be constructed in compliance with the Americans with Disabilities Act, Public Law 101-336, and with the Uniform Federal Accessibility Standards ("UFAS").

### 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 Subrogation Endorsements must be furnished to the SCF Contract Specialist 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. Commercial General Liability insurance shall be written on

ISO occurrence form CG 0001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Contractor shall name SCF as an insured under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalent, including coverage for SCF with respect to liability arising out of Contractor's services provided under this Agreement. Additional insured coverage, as required in this subparagraph, will apply as primary insurance with respect to any other insurance or self-insurance programs afforded to SCF.

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. Contractor waives all rights against SCF and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or any commercial umbrella liability insurance obtained by Contractor pursuant to this Agreement. Contractor, pursuant to this agreement, shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.
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. *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 Contractor, with coverage limits not less than \$1,000,000 per accident combined single limit bodily injury and property damage.
5. *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.
6. *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.



## **7.6 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. This is the link to SCF's Ethics & Compliance page where the Code of Conduct and Ethics is found:

<https://www.southcentralfoundation.com/about-us/ethics-and-compliance/>

## **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 Alaska Native/American Indian Preference in Employment and Training**

Pursuant to Section 7(B) of P.L. 93-638, 25 U.S.C. §450e(b), the Indian Self-Determination and Education Assistance Act, Construction Manager shall give preference in all phases of employment and training for all work performed under this Agreement to qualified Alaska Natives and/or American Indians regardless of age, marital status, religion, sex, or "qualified individual disability status," consistent with prevailing law.

#### **7.13 Federal Tort Claims Act**

To the extent that this Contract or any portion of it comes within the coverage of Public Law 101-512 and the Federal Tort Claims Act, 28 U.S.C. §§ 2671- 2680, as implemented (the "FTCA"), all claims for damages by any person alleged to have been caused while carrying out this Agreement by the employees of Owner and/or its subsidiaries, servants, agents, representatives, affiliates, or contractors, including without limitation personal service contractors, shall be governed by the terms and to the extent provided by the FTCA, and such claims shall be made in accordance with 28 C.F.R. Part 14 and related laws.

#### **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.

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### **7.15 Liens**

Contractor, any of its subcontractors, suppliers, materialmen, and their agents, employees, servants, or subcontractors (collectively, "Subcontractors") shall not permit the placing of any lien or any other encumbrance against any premises, work, or equipment as the result of Contractor's failure to pay for all labor expended or equipment, supplies or materials used on the work under this Agreement. If any such lien or other encumbrance attaches, Contractor shall take immediate steps to have it removed or, ten (10) days after notice to Contractor, Owner shall have the absolute right to remove any such liens and Contractor shall pay Owner for all amounts paid, including costs and fees for removing such liens, without regard to the merits of the underlying claim or of any defenses thereto.

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

### **Construction and Design Services:**

Completion of a 100% design package, including Construction Drawings, Specifications, and Estimate  
Provide project management and construction services to renovate approximately 8,260 square feet of space within the Mt. Marathon Building.

Level 1 is approximately 3,389 sqft

Level 2 is approximately 4,554 sqft

Level 3 is approximately 317 sqft.

Project includes the remodel of therapy and exercise spaces, kitchen space, and increasing the size of the existing breakroom. This includes the purchase, transport to the construction site, and management of all materials, equipment, and personnel needed to complete the work.

Construction and Design services will include the following:

- Complete the remaining design of the project, using the provided 50% drawings from KPB Architects.
- Incorporate SCF comments on the design, at the 95% design stage.
- Develop Project Specifications.
- Actively manage construction and design team to ensure completion of project within the construction schedule.
- Acquire all materials and equipment needed to complete the project.
- Transport 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 all necessary permits.
3. Bidder is required to coordinate site visits in advance with SCF Representative.
4. SCF will not provide hard copies of 50% drawings or RFP package to bidders.
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.

8. Bidder to provide and maintain construction schedule, shut down dates, and a list of 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: design, permits, inspections, testing, per diem, housing, meals, materials, record drawings, O&M manuals, labor, payments to subcontractors, all air and ground transportation, all freight/shipping costs, and COVID-19 testing and compliance.

#### **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 and contact with current phone number.

##### **B. 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 name and role in the project for the following positions, if applicable. Add any other positions that you find critical to the success of the project.

- Contract Compliance
- Architecture
- Electrical Engineer
- Mechanical Engineer
- Structural Engineer
- 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. Ensure the following items are discussed:

- Process of selecting of sub-contractors and obtaining their input during all phases of project.
- How your firm will be able to provide hiring solutions that will minimize costs.
- The plan to maximize local and Native hire.
- The plan for housing employees, if applicable.
- Mitigation plan of self-identified project risks
- The O&M plan during the warranty period and five (5) years thereafter.
- Describe the project staffing plan for construction.

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

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

#### **6. Quality Control**

Provide a description of your firm's quality control process. 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 January 2022 to January 2023 (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.

## **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?
  - 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: SCF22-1062

RFP Name: Mount Marathon Building TI Design-Build

RFP Due Date: February 18, 2022

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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** ☐

*(Must include proof of AN/AI ownership in section 4 of Proposal)*

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

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

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

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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: \_\_\_\_\_



## EXHIBIT C: Statement of Bidder Qualification

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Attach additional pages if needed.

1. Name of bidder
2. Names of principals
3. Names of authorized signatories
4. When organized
5. Where incorporated
6. How many years have you been engaged in the contracting business under your present name?

7. Previous names of companies in which the principals listed above (#2) have engaged in the contracting business.

8. List all active projects.

9. Have you ever defaulted on a contract?                      Yes                      No  
If so, where and why?

10. Have you ever refused to sign a contract at your original bid?                      Yes                      No  
If yes, explain

11. Names, background experience and current workload of the principal members of your firm (including the officer and lead personnel assigned to this project).

<u>Name</u>	<u>Background</u>	<u>Years in Contracting</u>	<u>Current Workload</u>
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12. Attach a list of your primary subcontractors for this project.
13. Furnish written evidence of amount and type of credit available.
14. Attach 2020 year-end and 2021 current Financial Statements.
15. Attach proof of Alaska Native / American Indian Ownership, if AN/AI preference is claimed.
16. Will you, upon request, fill out a detailed Financial Statement and furnish any other information that may be required by South Central Foundation? Yes No.

17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by South Central Foundation, in verification of the recitals comprising this Statement of Bidder's Qualification.

\_\_\_\_\_  
(Signature of Bidder's Representative)

\_\_\_\_\_  
(Date)

**NOTARY**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(Notary Public Signature)

My Commission Expires: \_\_\_\_\_  
(Date)

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**EXHIBIT D: Form Of Non-Collusive Affidavit**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

**AFFIDAVIT**

**(PRIME BIDDER)**

State of: \_\_\_\_\_

\_\_\_\_\_, Judicial District

\_\_\_\_\_, being first duly sworn, deposes and says:

"That he/she is the bidder, or a partner or officer of the firm, party, etc., making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communications or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element or said bid price, or of that of any other bidder, or to secure any advantage against the Southcentral Foundation or any person interested in the proposed contract; and that all statements in said proposal or bid are true."

Signature of: \_\_\_\_\_  
Bidder's Representative

\_\_\_\_\_

**NOTARY**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_