



Request for Proposals (RFP):

RFP Assigned # SCF22-1078

**Title of RFP: Valley Native Primary Care Center (VNPCC)
Expansion – Design**

RFP Release Date: June 29, 2022

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

*Point of Contact, Kate Lynch
Phone: 907-729-3007*

E-Mail: SCFcontracts@southcentralfoundation.com

Important Notice: See Section 2.3.

You must email the SCF Point of Contact at SCFContracts@southcentralfoundation.com to register and provider Proposer qualifications. Failure to do so may result in the rejection of your proposal.

Revision History

Date	Revision Number	Revision Details	Revised By

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 Proposer 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-Proposal Meeting and Site Visits	3
3.7 Cancellation of the RFP	4
3.8 Contract Negotiations	4
Section 4, Instructions for Proposers	5
4.1 Proposer'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 Submission	6
4.6 Proposal Withdrawal and Correction	6
Section 5, Format for Proposals	7
5.1 Proposal Content and Format	7
<i>Proposal Section 1, Title Page</i>	<i>7</i>
<i>Proposal Section 2, Cover Letter</i>	<i>7</i>
<i>Proposal Section 3, Response to Criteria</i>	<i>7</i>
<i>Proposal Section 4, Qualifications</i>	<i>9</i>
<i>Proposal Section 5, License / Insurance Requirements</i>	<i>9</i>
<i>Proposal Section 6, Key Personnel Resumes</i>	<i>9</i>

Section 6, Selection Process	10
6.1 RFP Compliance	10
6.2 Evaluation Process	10
6.3 Evaluation Criteria and Point Value	10
6.4 Discussions	10
6.5 Presentations	10
6.6 Notice of Award	11
Section 7, Standard Contract Terms	12
7.1 Form of Contract	12
7.2 Conflict of Interest	12
7.3 Status of Independent Contractor	12
7.5 Insurance Requirements	12
7.6 Compliance with Legal Obligations and SCF Code of Conduct	13
7.7 Monitoring	14
7.8 Lobbying	14
7.9 Exclusion and Debarment	14
7.10 Successors, Assignment or Delegation	15
7.11 Nondiscrimination	15
7.12 Alaska Native/American Indian Preference in Employment and Training	15
7.13 Federal Tort Claims Act	15
7.14 Media Contact	15
EXHIBIT A: Scope of Work	16
EXHIBIT B: Proposal Offer and Signature Page	18
EXHIBIT C: Statement of Proposer Qualification	19
EXHIBIT D: Form of Non-Collusive Affidavit	23

Section 1, Background and History

1.1 SCF History

Southcentral Foundation (SCF) is an Alaska Native-owned, nonprofit health care organization serving nearly 65,000 Alaska Native and American Indian people living in Anchorage, Matanuska-Susitna Valley, and 60 rural villages in the Anchorage Service Unit. Incorporated in 1982 under the tribal authority of Cook Inlet Region, Inc. (CIRI), SCF is the largest of the CIRI nonprofits, employing more than 2,000 people in more than 80 programs.

1.2 Vision and Mission Statement

SCF's Vision is a Native Community that enjoys physical, mental, emotional, and spiritual wellness; its Mission is to work together with the Native Community to achieve wellness through health and related services. The organization has developed and implemented comprehensive health-related services to meet the changing needs of the Native Community enhance culture and empower individuals and families to take charge of their lives.

Section 2, General Information

2.1 Purpose of the Request for Proposal (RFP)

SCF is soliciting qualifications and pricing from Architectural and Engineering (A/E) firms for the design of an expansion to the Valley Native Primary Care Center (VNPCC) located at 1001 S Knik Goose Bay Road, Wasilla, Alaska 99654.

In July 2012, SCF constructed an 85,000 Sq. ft Primary Care Facility in Wasilla, Alaska to meet the long-term care needs of the Region. SCF is seeking to add an additional 80,000-100,000 Sq. ft to the existing VNPCC facility. This project will also include renovations to the existing building.

The Scope of Work, including the existing VNPCC site plan is provided as Exhibit A to this RFP. It is the intention of the SCF to utilize a Traditional Design-Bid-Build delivery method for this project.

2.2 Contract Period

The contract term shall begin with the inception of design in August of 2022. Construction of interior renovations are to begin in early 2023, with the building expansion construction to begin in Spring of 2023. If the project is funded for construction, the selected firm shall provide construction administration services through substantial completion, and owner occupancy.

2.3 Proposer Registration

- You must register with the SCF Contact Person by clicking on the link posted at the bottom of the Title Page (1st page). Include the RFP Number and title in your email when you register. Failure to register with the SCF Contact Person may result in the rejection of your Proposal.
- Please visit the website frequently during the 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.

2.4 SCF Contact Person

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

SCF Contracts Department

7033 East Tudor Road
Anchorage, AK 99507
Attention: Kate Lynch
Email: SCFContracts@southcentralfoundation.com
Phone: 907-729-3007

SCF Construction Project Mgr.

4155 Tudor Centre Dr.
Anchorage, AK 99507
Attention: Shawn Glenn
Email: sglenn@southcentralfoundation.com
Phone: 907-729-3378

Section 3, Request for Proposal Details

3.1 RFP Schedule

This RFP will follow the schedule in Table 2, RFP Schedule, below; SCF reserves the right to modify this schedule.

RFP Release Date	June 29, 2022
Deadline for registration	July 13, 2022, by 3 pm AKST
Site Visit and Pre-Proposal Meeting	TBD
Deadline for Questions	July 27, 2022, by 3 pm AKST
Proposal Due Date	August 5, 2022, by 3 pm AKST
Anticipated Notice of Award	August 12, 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. Proposers are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will not be evaluated.

3.3 Other Licenses and Registrations Requirements

All Proposers must provide a copy of their valid Alaska Business License prior to award of contract.

All Proposers are required to hold all necessary applicable professional licenses and registrations required by Federal, State, Municipality or Borough law and proof of such shall be submitted with each proposal. Obtaining and ensuring compliance to all licensing and registration requirements is the responsibility of the Proposer.

3.4 Conflict of Interest and Restrictions

If Proposer, Proposer'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 Proposer 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 Proposer 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 Proposer who will not agree to all the provisions and terms and conditions as contained within this RFP.

3.6 Pre-Proposal Meeting and Site Visits

SCF will provide access for qualified potential Proposers to perform a site visit/ inspection.

SCF is collaborating closely with our partners and community, taking necessary precautions to prevent the introduction of COVID-19 illness. The Proposer's representative attending the site visit shall follow all SCF, Local, State, and Federal COVID-19 protocols, which may 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 Proposers for proposal preparation.

3.8 Contract Negotiations

This RFP does not obligate SCF or the selected Proposer until a contract is signed and approved by both parties. Upon completion of the evaluation process, contract negotiations may commence. If the selected Proposer 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 Proposer 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.

Section 4, Instructions for Proposers

4.1 Proposer's Review and Substantive Questions

Proposers should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Proposers 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 Proposers.

Proposers 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.

Proposers making contact with any other SCF employee regarding this RFP may be disqualified. Proposers 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 Proposer 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 Point of Contact within five (5) business days of Notice of Award date, as provided in Section 2.4 of this RFP. Only Proposers that submitted a valid proposal may file a protest.

4.3 Proposal Content

- A. SCF requests Proposers submit one (1) proposal consisting of Proposer'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 Scope of Work in Exhibit A).
- C. Proposers may not submit more than one (1) proposal.

4.4 Other RFP or Proposal Requirements

- A. A proposal's content will not be disclosed to other Proposers.
- 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 Proposers in preparing and submitting a proposal are the Proposer'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 Proposer 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 Proposals 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 Proposal is received, SCF reserves the right to restructure the Proposal and/or extend the due date of proposals.

4.5 Proposal Submission

Proposers are required to submit (1) one PDF electronic copy of their proposal. The Proposer is responsible for assuring actual delivery of the proposal by email to SCFContracts@southcentralfoundation.com before the advertised date and hour located in Section 3.1.

The subject line should read, "SCF22-1078– VNPCC Expansion Design Proposal".

4.6 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

Proposals shall be compiled in a professional manner, organized in accordance with this section, with page numbers and unique file names. Proposals should respond directly to the evaluation criteria for this project. Additional material (other than that requested below) is not required or desired. Clarity and brevity are encouraged.

Cover Letter	1 page maximum
Response to Criteria.....	10 pages maximum
Resumes	2 pages maximum each

Proposal Section 1, Title Page

The title page should be on Proposer letterhead and contain the following:

- RFP Name and identification number
- Name, title, company, mailing address, phone number, and email address of the person(s) authorized to commit the Proposer to contractual arrangement with SCF. This person(s) will be the Proposer's authorized contact for all communication. Proposer may also identify an alternate contact person in case the authorized contact is unavailable.

Proposal Section 2, Cover Letter

Briefly state your team's understanding of the services to be performed and why your team is the best qualified to provide them. Describe the team make up and organizational relationships. Provide the name and contact information of the individual who is authorized to make representations and commitments for your organization.

Proposal Section 3, Response to Criteria

Proposers 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 attached to this RFP as Exhibit B, complete and have notarized the Statement of Proposer Qualifications attached to the this RFP as Exhibit C, and complete and have notarized the Form of Non-Collusive Affidavit, attached to this RFP as Exhibit D.

A. Specialized experience and technical competence of the firm, consultants, and key personnel in design of primary care, elder care, long-term care facilities and/or Native Alaska healthcare projects. (25 points)

Provide a summary of recent projects involving design for similar projects for each of the major team members and their key personnel (project manager and lead designer). For each project, include information on the firm's/individual's role on the project, the scope and size of the project, examples of how the design responded to any special requirements, and a name and contact information for the Owner or Owner's representative.

B. Past performance on projects in terms of quality, cost control, and schedule. (20 points)

Using at least five of the projects listed under section A above, discuss the firm's performance in terms of staying within the available project budget and staying on schedule. Include a matrix identifying if the proposed team members worked on these projects. Indicate any awards received or other evidence of quality of design. Identify any lawsuits your firm has been involved in within the past 10 years. Include references with Owner contact information for at least five projects.

C. Project approach and ability to manage the project successfully. (20 points)

Provide a work plan demonstrating your approach to this project. The following should be addressed:

- How will communications be handled within the team and with SCF?
- How will local involvement be encouraged?
- How will the design process be managed?

Provide an organizational chart for the proposed A/E team, indicating roles and lines of authority.

Provide a preliminary design schedule showing Owner involvement and design review milestones.

Discuss what you see to be the primary challenge(s) of this project and your approach to meeting that challenge.

D. Availability of resources to complete the project in a timely and responsive fashion. (20 points)

Specifically address availability of key personnel to this project from August 2022- April 2023. Identify current projects now underway, staff commitments to the project, and schedule for completion. Explain how continuity of staff assignments will be maintained. Indicate location of offices, current staffing, and available technology. List additional consultants available to meet specialized requirements. 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.

E. Alaska Native/American Indian Preference (5 points)

Describe the nature of any Alaska Native/American Indian Ownership of the prime firm. Also describe the extent of active professional participation by Alaska Natives and/or Native Americans on the work to be performed under this contract. Reference AN/AI preference statement in Section 7.12.

F. Cost Proposal (10 points)

Provide fully burdened hourly rates for the proposed key personnel from the prime firm and subconsultants. On a separate sheet, include a detailed total cost estimate for A/E design services and expenses through the end of Construction Documents. 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. Complete and sign Exhibit B Cost Proposal form

Proposal Section 4, Qualifications

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

Proposal Section 5, License / Insurance Requirements

Insurance/ License requirements include the following:

- Business license or any other licenses and/or registrations as required by this RFP.
- Insurance certificate; include proof of insurance.
- Proof of professional licenses, as applicable or required by law.

Proposal Section 6, Key Personnel Resumes

Provide resumes for key personnel who will be assigned to this project. Highlight specific relevant healthcare, elder care, and native client Alaska project experience. Include references with contact information for the two most recent relevant projects for each key individual.

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 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

Proposal 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	Specialized experience and technical competence in design of Alaska Native healthcare projects	25
2	Past project performance – quality, cost control, and schedule	20
3	Project approach and ability to manage project successfully	20
4	Resource availability to complete in timely & responsive fashion	20
5	Cost Proposal	10
6	AN/AI Preference	5
	Total Point Value - 100	

Table 3, Evaluation Criteria and Point Value

6.4 Discussions

As determined by the evaluation process, Proposers 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. Proposers 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 proposals. If presentation is requested, Proposers 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 Proposer's responsibility.

6.6 Notice of Award

A notice of contract award will be provided to all Proposers. Upon award, SCF shall furnish the following documents to the proposer selected to assist with design:

- VNPCC Record Documents
- SCF VNPCC Campus Parking Lot Expansion Drawings (when available)

Section 7, Standard Contract Terms

7.1 Form of Contract

SCF is providing the following provisions as a consideration for Proposers to review in advance of a submitted proposal. These and other standard provisions will be presented to a successful Proposer at the time of contract award.

The Agreement between the two parties will be the AIA Document B101-2017 which is available for review here: <https://www.aiacontracts.org/contract-documents/25141-owner-architect-agreement> . The selected Proposer shall procure, and provide to SCF, an editable version of the AIA Document B101-2017. Any costs associated with obtaining the contract documents shall be the responsibility of the selected Proposer.

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, Contractor 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, Contractor 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 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. 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 with errors and omissions 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. *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 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, Contractor 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.

EXHIBIT A: Scope of Work

In July 2012, SCF constructed an 85,000 SF Primary Care Facility in Wasilla, Alaska. To meet the long-term care needs of the Region, SCF is seeking to add an additional 80,000-100,000 SF to the existing VNPCC. This project will also include renovations to the existing building. It is the intention of SCF to utilize a Traditional Design-Bid-Build delivery method for this project. SCF anticipates utilizing their own Project Management team to support management of design and construction for this VNPCC Expansion. Matt Yeomans, Senior Program Manager with Arcadis, is support the RFP process management with SCF.

The project site is located at the VNPCC, 1001 S. Knik Goose-Bay Road, Wasilla, Alaska 99654. This project would expand the existing VNPCC building. The parking pad is scheduled to be expanded in 2022, to accommodate this VNPCC expansion. SCF will work with the selected A/E team to identify the best approach for this expansion, to the East of the existing VNPCC. A site map of the existing VNPCC and expansion location is included.

The Architect will provide an architectural/engineering team to perform professional services for design of the Valley Native Primary Care Center (VNPCC) Renovations and Expansion. These services will include:

- Architectural Design
- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Interior Design
- Cost Estimating
- Medical Equipment Planning
- Furniture Planning

*Design packages should include: 10% Concept Design, 35% Schematic Design, 65% Design Development and 95% and 100% Construction Documents.

Provide cost estimates at Concept Design, Schematic Design and Design Development phases.

Prepare a design schedule through the Construction Documents phase.

Coordinate with SCF, Owner's Representative, and Project Stakeholders throughout the design. A/E team shall prepare agendas and minutes for design workshops and stakeholder meetings.

If the project is funded for construction, Bidding and Construction Administration phases will be added to this contract upon award of the construction contract.





EXHIBIT B: Proposal Offer and Signature Page

RFP Number: SCF22-1078

RFP Name: "Valley Native Primary Care Center (VNPCC) Expansion – Design"

Proposal Due Date: July 22, 2022

PROPOSERS 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: _____

Address City State Zip Code

Acknowledgement of receipt of addenda:

Addendum No. _____ Date Received _____ Signature _____

Addendum No. _____ Date Received _____ Signature _____

Addendum No. _____ Date Received _____ Signature _____

Addendum No. _____ Date Received _____ Signature _____

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

Authorized Signature: _____ Date: _____

EXHIBIT C: Statement of Proposer 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 Proposer

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 Proposal price? 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>
-------------	-------------------	-----------------------------	-------------------------

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 Proposer's Qualification.

(Signature of Proposer's Representative)

(Date)

NOTARY

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

(Notary Public Signature)

My Commission Expires: _____
(Date)

EXHIBIT D: Form of Non-Collusive Affidavit

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

(PRIME PROPOSER)

State of: _____

_____, Judicial District

_____, being first duly sworn, deposes and says:

"That he/she is the Proposer, 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 Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any Proposer 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 Proposer, or to fix any overhead, profit or cost element or said bid price, or of that of any other Proposer, 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: _____

Proposer's Representative

NOTARY

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

My Commission Expires:
