



Request for Proposals (RFP): # SCF23-1089

McGrath Ambulance Bay Addition – A/E Design Services

RFP Release Date: November 18, 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.

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EXHIBITS:

- EXHIBIT A: Scope of Work
- EXHIBIT B: Proposal Offer and Signature Page
- EXHIBIT C: Form of Non-Collusive Affidavit
- EXHIBIT D: Existing Building As-Built Drawings
- EXHIBIT E: Existing Building Original Construction Drawings
- EXHIBIT F: Existing Building Original Construction Specifications

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 proposals from qualified Architectural/Engineering (A/E) firms interested in providing professional architectural and engineering design phase services for an approximately 4,000 square foot expansion of the McGrath Sub-Regional Health Center in McGrath, Alaska.

The Scope of Work is provided as Exhibit A to this RFP. Also provided with this RFP are the As-Built Drawings (Exhibit D), Original Construction drawings (Exhibit E) and Original Specifications (Exhibit F) of the existing facility. The Proposer shall subcontract with other Architectural and Engineering Firm(s), as needed, to complete the design, including development of full Construction Drawings and Project Specifications.

2.2 Contract Period

The contract term shall begin with the inception of design in late February 2023. The design shall be completed by Spring 2023 so that bidding and construction of the building expansion may begin in Summer 2023, with construction completion in the Spring 2024. The project schedule will be further refined with selected contractor. The selected team will provide design and construction administration services through final completion and owner occupancy if construction commences.

2.3 Proposer Registration

Proposers must register with the SCF Contact Person by emailing SCFContracts@southcentralfoundation.com **no later than November 30, 2022, in order to participate in the Mandatory Site Visit on December 7, 2022.** Include the RFP Number and title in the subject line of the email when you register. Send proposer contact name, title, email, phone and address. Failure to register with the SCF Contact Person by the above deadline may result in the rejection of your Proposal. Please visit the SCF 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.

2.4 SCF Contact Person

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

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

Section 3. Request for Proposal Details

3.1 RFP Schedule

This RFP will follow the schedule in Table 1, RFP Schedule, below; SCF reserves the right to modify this schedule.

RFP Release Date	November 18, 2022
Deadline for registration	November 30, 2022 by 3 pm AKST
Mandatory Site Visit and Pre-Proposal Meeting	December 7, 2022 (time TBD)
Deadline for Questions	December 28, 2022 by 3 pm AKST
Proposal Due Date	January 13, 2023 by 3 pm AKST
Anticipated Notice of Award	January 20, 2023

Table 1. 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 be returned. The proposer is responsible for assuring actual delivery of the proposal to the email address referenced in 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, "SCF23-1089 – McGrath Ambulance Bay Addition – A/E Services Proposal".

3.3 Other Licenses and Registrations Requirements

All Proposers must hold a valid Alaska Business License.

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 provisions, terms, and conditions as contained within this RFP.

3.6 Mandatory Pre-Bid Meeting and McGrath Site Visit

SCF will provide a chartered flight to the McGrath project site for one member of the prime contractor (or designee) of each interested proposal team to visit the project site so each proposer can inspect the site and existing facility and gather any additional information needed to submit a complete and accurate proposal. The pre-bid meeting will be held during the site visit and is mandatory for proposers.

SCF is working closely with our partners and community, taking necessary precautions to prevent the spread 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 during clinic visit (not required for Charter flight), and maintaining social distancing of a minimum of six feet wherever possible.

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 Points 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 Persons, 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 Points of Contact within (5) five 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 Requirements

- A. SCF requests Proposers submit (1) one proposal consisting of Proposer's detailed plan for provision of services.
- B. Proposers may not submit more than (1) one proposal.
- C. A proposal's content will not be disclosed to other Proposers.
- D. All proposals and other material submitted become the property of SCF.
- E. SCF assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.

- F. 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.
- G. 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.
- H. In the event that only one proposal is received, SCF reserves the right to restructure the RFP 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 specified in Section 3.1.

The subject line should read, "SCF22-1089 – McGrath Ambulance Bay Addition – A/E Services 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

The proposals should be compiled in a professional manner, organized in accordance with this section, with page numbers. Proposers 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.

Title page.....	1 page maximum
Cover Letter.....	1 page maximum
Response to Criteria.....	10 pages maximum
Key Personnel Resumes.....	2 pages maximum each
Licenses/Insurance Certificates	
Form of Non-Collusive Affidavit (notarized)	
Proposal Offer and Signature Page	

Proposal Section 1. Title Page

The title page (cover) should 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

Include a cover letter on proposer letterhead stating 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. Letter shall be signed by the Proposer's authorized contact.

Proposal Section 3. Response to Criteria

Proposers shall carefully review Exhibit A. Scope of Work in preparing their proposal.

A. Specialized experience and technical competence of the firm, consultants, and key personnel in design of healthcare projects and remodel construction projects in rural Alaska, particularly for Alaska Native Owners. (20 points)

Provide a summary of recent projects involving design for projects of similar scope, scale and location 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, size and construction cost 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. (15 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. (15 points)

Specifically address availability of key personnel to this project from February 2023 – May 2024. 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. Include 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. (25 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 break out expenses through the end of Construction Documents. Include a separate cost for Bid Support and Construction Administration Services through final completion and Owner occupancy, which shall be added to the A/E contract if construction commences. 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 Proposal Offer and Signature Form.

Proposal Section 4. Key Personnel Resumes

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

Proposal Section 5. License / Insurance Certificates

Provide the following certifications and licenses in this section:

- A. Alaska Business license or any other professional licenses and/or registrations as required by this RFP in Section 3.3.
- B. Insurance certificate; include proof of insurance. Limits included in Section 7.5.

Proposal Section 6: Form of Non-Collusive Affidavit

Complete and notarize the Form of Non-Collusive Affidavit, attached to this RFP as Exhibit C.

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

Proposal evaluation will be based on Table 2 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 healthcare projects and remodel construction projects in rural Alaska, particularly for Alaska Native Owners	20
2	Past Project Performance – quality, cost control, and schedule	15
3	Project approach and ability to manage project successfully	20
4	Resource Availability to complete in timely & responsive fashion	15
5	AN/AI Preference	5
6	Cost Proposal	25
	Total Point Value - 100	

Table 2. 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 oral presentation of proposals. If a 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 oral presentation will be the Proposer's responsibility.

6.6 Notice of Award

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

Section 7. Standard Contract Terms

7.1 Introduction

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. 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

Proposer 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, Proposer 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, Proposer agrees to submit a separate attachment to this Agreement for approval.

7.3 Status of Independent Contractor

The Parties intend that Proposer must provide the work described in an Agreement as an independent contractor. As an independent Contractor, Proposer is not an employee of SCF. Therefore, payments made to Proposer by SCF will not be eligible for unemployment compensation or other similar benefits. Proposer is responsible for paying all employment, income and any other taxes with respect to such payments. Neither Proposer nor any Party employed by the Proposer will be deemed for any purpose to be an employee, agent, servant or representative of SCF. Furthermore, Proposer shall not assert in any legal proceedings arising out of this Agreement that Proposer or any Party employed by Proposer 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

Proposer 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 Proposer'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 Proposer's services.

1. **Commercial General Liability Insurance:** Proposer 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). Proposer 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

Proposer'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:** Proposer 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. Proposer 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. Proposer 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 Proposer pursuant to this Agreement. Proposer, pursuant to this agreement, shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.
3. **Professional Liability Insurance:** Proposer 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 Proposer will provide insurance for a period of (2) two years after final payment of this agreement.
4. **Commercial Auto Liability Insurance:** Proposer shall maintain a commercial automobile liability insurance policy covering all owned, hired, and non-owned vehicles to be used or in connection

with Proposer, with coverage limits not less than \$1,000,000 per accident combined single limit bodily injury and property damage.

5. **Subcontracting Requirements:** Proposer 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, Proposer 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. Proposer 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

Proposer agrees to comply with all federal, state and local laws; SCF clean construction procedures; ethical, environmental or safety business standards; and any underlying agreement or grant provisions to which SCF is subject. Proposer 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. Proposer shall be responsible for any damage or injury not caused by SCF as a result of Proposer'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, Proposer 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 Proposer's performance. Review may be at least once a year, or as frequently as SCF determines necessary.

7.8 Lobbying

The undersigned representative of Proposer 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 Proposer, 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, Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Proposer 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 Proposer 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, Proposer 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 Proposer shall provide SCF with a copy of the written agreement, and that any such assignment or subcontract shall not relieve the Proposer from any obligations hereunder. Proposer further agrees that Proposer 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

Proposer 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, Proposer 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

Proposer, 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 Proposer asking for information, the Proposer will refuse to comment and will refer the inquiry to SCF’s Office of Public Relations. Further, Proposer 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

Southcentral Foundation wishes to contract with an Architectural/Engineering (A/E) Firm for the design and development of Construction Drawings and Specifications, for the expansion of the McGrath Sub-Regional Health Center in McGrath, Alaska. 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 project.

Southcentral Foundation wishes to expand the Health Center with an approximately 4,000 Square Foot Addition. The addition shall include 1 ambulance bay and one regular garage bay (each complete with oversized OH garage doors), a storage room, a Covid testing room. The design shall also include the replacement of the existing HVAC system with a new HVAC system with Air Conditioning. SCF would like the equipment for this system to be housed in the addition. As Built Drawings are included in Exhibit D. Original Construction Drawings for the clinic are included in Exhibit E. Original project specifications are included in Exhibit F.

The Proposer will provide an architectural/engineering team to perform professional services for design of the McGrath Ambulance Bay Addition. These services will include, but not limited to:

- Architectural Design
- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Interior Design
- Landscape Architecture
- Cost Estimating

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

Provide 3rd party construction cost estimates at 35% Schematic Design, 65% Design Development, and 95% Construction Document design phases.

Prepare a design schedule through the Construction Documents phase.

Coordinate with SCF, 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 activated.

EXHIBIT B: Proposal Offer and Signature Page

RFP Number: SCF23-1089

RFP Name: McGrath Ambulance Bay Addition – Design Proposal

RFP Due Date: January 13, 2023

PROPOSERS MUST COMPLETE THE SECTION BELOW

A. Firm Fixed Price Contract value \$_____

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

(Must include proof of AN/AI Ownership in Section 3 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 _____

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: 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 _____, 2023.

My Commission Expires:
