



Request for Proposals (RFP): # SCF23-1095

SCF Furniture Design Standards Planning Services

RFP Release Date: April 24, 2023

*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 Contract Administrator at SCFContracts@southcentralfoundation.com to register and provide proposer qualifications. Failure to do so may result in the rejection of your proposal.

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 Requirements.....	2
2.4 Proposer Registration.....	2
2.4 SCF Contract Administrator.....	2
Section 3. Request for Proposal Details	3
3.1 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	4
3.6 Cancellation of the RFP.....	4
3.7 Contract Negotiations	4
Section 4. Instructions for Proposers.....	4
4.1 Proposer's Review and Substantive Questions.....	4
4.2 Filing a Protest.....	4
4.3 Proposal Requirements	5
4.5 Proposal Submission	5
4.6 Proposal Withdrawal and Correction	5
Section 5. Format for Proposals.....	6
5.1 Proposal Content and Format	6
<i>Proposal Section 1. Title Page.....</i>	<i>6</i>
<i>Proposal Section 2. Cover Letter</i>	<i>6</i>
<i>Proposal Section 3. Response to Criteria</i>	<i>7</i>
<i>Proposal Section 4. Key Personnel Resumes</i>	<i>8</i>
<i>Proposal Section 5. License / Insurance Certificates.....</i>	<i>8</i>
<i>Proposal Section 6: Form of Non-Collusive Affidavit</i>	<i>8</i>
Section 6. Selection Process	9
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
Section 7. Standard Contract Terms		11
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	14
7.10	Successors, Assignment or Delegation	14
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
Section 8. Scope of Services		16
8.1	Scope A: SCF Furniture Design Standards Development	16
8.2	Scope B: VNPCC Expansion Furniture Planning and Specifications	18
8.3	Responsibility Matrix	22

EXHIBITS:

EXHIBIT A: Proposal Offer and Signature Page

EXHIBIT B: Form of Non-Collusive Affidavit

EXHIBIT C: AIA B152-2019 Sample Contract- Standard Form of Agreement Between Owner and Architect for Interior Design and Furniture and Furnishings (F&F) Design Services

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 to 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 firms to develop furniture design standards with multi-line, performance-based furniture product options in order to simplify SCF's budgeting and selection process for furniture and furnishings on upcoming capital construction projects.

The Scope of Services is provided as in Section 8 of this RFP.

2.2 Contract Period

The contract term shall begin in June 2023, starting with Scope A. Scope B would begin in December 2023 when the VNPCC Expansion has completed the 35% Schematic Development phase so furniture power/data requirements may be coordinated with the architect. Construction completion is scheduled for 2026.

2.3 Proposer Requirements

The selected Proposer for this furniture standards scope should not be associated directly or indirectly with a furniture manufacturer or product line. Participation in this contract will preclude Proposer from bidding on the furniture package for the VNPCC Expansion project.

2.4 Proposer Registration

Proposers must register with the SCF Contract Administrator by emailing SCFContracts@southcentralfoundation.com **no later than May 5, 2023**. 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 Contract Administrator 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 Contract Administrator

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 Schedule

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

RFP Release Date	April 24, 2023
Deadline for Registration	May 5, 2023 by 3 pm AKST
Deadline for Questions	May 15, 2023 by 3 pm AKST
Proposal Due Date	May 23, 2023 by 3 pm AKST
Anticipated Notice of Award	May 26, 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. Each 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.

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.

All Proposers must include one minimum key team member that has a current NCIDQ certification for a minimum 5 years.

3.4 Conflict of Interest and Restrictions

If Proposer, Proposer's employee, subcontractor, or any individual providing services under contract to SCF has a perceived or material 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 to 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 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.

3.7 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 Contract Administrator 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 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 Contract Administrator, 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 Contract Administrator within (5) five business days of Notice of Award date, as provided in Section 3.1 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 required 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 email subject line should read, "SCF23-1095 – SCF Furniture Design Standards Planning Services".

4.6 Proposal Withdrawal and Correction

A proposal may be corrected or withdrawn by written request to the SCF Contract Administrator if received by 5:00pm AKDST two days 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 exactly in accordance with this section, with page numbers in bottom righthand corner of footer. Proposers should respond directly to the evaluation criteria for this project; generic marketing information is not acceptable. Additional material (other than that requested below) is not required or desired. Clarity and brevity are encouraged. 11 pt minimum font, Arial—all pages; document should be “Portrait” orientation format.

Please limit proposal response for Response to Criteria and Key Personnel Resumes to 10 pages total. Title page, Cover Letter, Licenses/Certificates and Forms are not included in page limit.

Section 1, Title Page.....	1 page, maximum
Section 2, Cover Letter.....	1 page, maximum
Section 3, Response to Criteria.....	Comply with overall page limit
Section 4, Key Personnel Resumes.....	1 page, maximum (each)
Section 5, Licenses/Insurance Certificates.....	not included in page limit
Section 6, Form of Non-Collusive Affidavit (notarized).....	not included in page limit
Section 7, Proposal Offer and Signature Page.....	not included in page limit

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. 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 Section 8, Scope of Services in preparing their proposal.

A. Similar Project Experience

Provide a summary description of your firm's project experience providing furniture and furnishings planning and support directly to the Owner, as well as preparing healthcare or other relevant furniture standards within the last 5 years. Describe your firm's experience working directly with Alaska Native-owned facilities and clients. Include a description of 3-5 highly relevant projects identifying the phase when the Proposer started work on the project and describe the involvement of each individual on the Proposer's team in the project. For each project, include the name and telephone number of the Owner or Owner's project manager. Supporting images, diagrams, or graphics are encouraged as space allows.

If your firm is proposing as a Joint Venture, please identify the managing partner, the history and experience of the JV organization and its past performance.

B. Past Performance on Projects in terms of Quality, Cost Control, and Schedule

Using 3-5 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 proposed team members who worked on these projects. Indicate any awards received or other evidence of quality of design or product outcome. Identify any lawsuits your firm has been involved in within the past 10 years.

C. Project Approach and Ability to Manage the Project Successfully

Describe your methodology for completing the Scope of Services Section 8 in alignment with SCF's project goals stated in Section 2.1. Describe how the Proposer will interpret SCF's needs and preferences and coordinate with SCF to prepare furniture design standards and support SCF with the subsequent VNPCC furniture selections and outline specification development. The Architect of Record is responsible to provide furniture plans based on Proposer's input on recommended furniture selections.

Describe your approach for preparing Furniture Standards that will serve SCF's furniture needs for the next 3-5 years. Include information on latest use of technology and trends in workplace design, and in creating state-of-the-art and flexible healthcare and workplace environments.

Outline scope of work intended to be accomplished via subcontract vs. your firm's own resources.

D. Capacity of Resources

Specifically address availability of key personnel to this project from May 2023 – November 2024. Provide a list of current projects now underway, staff commitments to the project, current schedule for completion, and any significant issues that would impact (positive or negative) your firm’s capacity to perform this work.

E. Alaska Native/ American Indian Preference

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. Hourly Rates

Under separate cover and separate email to SCFContracts@SouthcentralFoundation.com, please submit the proposed hourly billable rates for your team. These rates will not be evaluated as part of proposal scoring and instead will be reviewed separately after proposal scoring has been completed. These hourly rates will be the basis of negotiating a Time and Materials, not-to-exceed fee for the scope of work post-selection.

Proposal Section 4. Key Personnel Resumes

Provide resumes for key personnel that will be assigned to this project. Each team member’s resume shall not exceed one page. List name, title, intended role and responsibilities, educational background, specific, required qualifications, and relevant furniture planning and standards development experience. Include references with current contact information for three 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, certifications, 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 B.

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. Non-compliant proposals will not be evaluated. Factors that may result in a proposal being declared non-compliant 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 non-compliance to formatting requirements of RFP.
- d. Insufficient information regarding scope of work or hourly rates (delivered under separate email).

6.2 Evaluation Process

An evaluation committee consisting of (3) three or more 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
Similar Project Experience	25
Past Performance on Projects	20
Project Approach and Ability to Manage Project Successfully	20
Capacity of Resources	10
Key Personnel Resumes	20
AN/AI Preference	5
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 and/or provide a presentation on the 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 request 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 intent to award will be provided to all Proposers upon completion of the evaluation process.

Section 7. Standard Contract Terms

7.1 Introduction

SCF is providing the following standard provisions for Proposers to review and consider 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 B152-2019 (EXHIBIT C). SCF will provide this document when ready to enter into an agreement with the winning 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 SCF Contract Administrator in writing of all situations that may 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 written attachment to this Agreement for SCF review and approval. Proposer acknowledges that any Agreement may be terminated immediately if such conflicts violate the Stark or anti-kickback provisions of federal law.

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, agent, servant or representative of SCF.

7.4 Americans with Disabilities Act

All SCF owned and/or operated facilities must comply as required 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 performing any services. 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 \$2,000,000 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 written 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 are bound by same terms and conditions and comply with the same insurance provisions as required herein as required by Alaska law during the course of its subcontractors' operations. Proposer shall provide written 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. The link to SCF's Ethics & Compliance page containing the Code of Conduct and Ethics can be found at: <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 has an obligation to provide a safe environment for all employees, customers-owners and visitors. SCF prohibits discrimination based on: race, age, color, sex, sexual orientation, gender identity, religion, national origin, disability, marital status (including changes in marital status), parental status, pregnancy, military status and genetic information

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 and the Project Contact. 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.

Section 8. Scope of Services

The primary deliverable of this project is to develop written SCF Furniture Design Standards document to support/inform SCF furniture and furnishings selection and subsequently the procurement and installation process on future capital construction projects. This deliverable will outline the standard space/area types for which furniture is to be purchased and provide three pre-approved options for each furniture and furnishing selection.

The selected Proposer will also represent SCF by providing furniture planning and outline specifications for the Valley Native Primary Care Center (VNPCC) Expansion and backfill project located at 1001 S. Knik Goose Bay Road, Wasilla, AK 99654 based on the approved SCF Furniture Design Standards. The VNPCC Expansion project is currently in the programming and concept design phase and SCF is projecting 15,000 - 20,000 SF of remodeled space in the existing building in addition to between 100,000 and 140,000 SF in new building area to be constructed. SCF previously contracted with an Architect for the VNPCC Expansion Design and backfill. The following programs are under review for occupying the new building space and/or back fill the remodeled space in the existing building:

- Primary Care
- Urgent Care
- Behavioral Health
- Specialty Care (clinical exam, consult, and exercise spaces)
- Imaging
- Pharmacy
- Administration & Staff Office and support
- Back of House/Facilities/Supply
- Communications/Security/Housekeeping

Based on the selected Proposer's furniture recommendations and specifications, approved by SCF for VNPCC, the Architect (under separate contract) will validate furniture and furnishings "test fits" within the VNPCC expansion and existing VNPCC floor plans, and document all required equipment (code/regulatory, electrical/data coordination, and/or owner-requested items). The Architect is responsible for the interior design services and to document furniture, furnishings and equipment drawings and specifications at each design phase submittal (35% Schematic Design, 65% Design Development, 95% and 100 % Construction Documents.)

Additional terms are provided in the sample B152-2019 Agreement in Exhibit C. Below is scoping information.

8.1 Scope A: SCF Furniture Design Standards Development

Upon award, the selected firm shall begin working with the SCF team to:

- 8.1.1 Consult with SCF regarding the scope, intent, goals, and objectives for the SCF Furniture Design Standards.

- 8.1.2 Review SCF's budget goals for furniture categories and the Project schedule. Prepare a schedule of performance for Consultant's services for Scope A.
- 8.1.3 Gather and evaluate information by reviewing recent furnishings purchased by SCF for the last few construction projects; interviewing SCF directors and stakeholders; visiting SCF facilities; and identifying constraints and opportunities with respect to furniture and furnishings.
- 8.1.4 Develop design and performance criteria for the Furniture Design Standards based on SCF goals and objectives and information gathered.
- 8.1.5 Recommend and develop written SCF Furniture Standards to include photograph, Item ID across multiple manufacturing lines (combination of open and proprietary lines.) Goals for the SCF Furniture Standards Document are as follows:
 - 8.1.5.1 Serve as a comprehensive manual of selected furniture collections, systems, options, and accessories.
 - 8.1.5.2 Identify consistency in functional performance, models/styles, finishes/fabrics, colors, quality, accessory options, ergonomic standards, Americans with Disability Act Standards for accessible design, environmental standards, indoor air quality standards, and safety/seismic standards across all furnishings purchased for SCF facilities.
 - 8.1.5.3 Identify use-appropriate healthcare commercial-grade furniture and furnishings that provide effective and efficient workspace, long-term flexibility, timelessness, durability, and promote collaboration.
 - 8.1.5.4 Evaluate the planning and design of furniture systems for technical and design accuracy for each space/room type and make recommendations to SCF based on these criteria.
 - 8.1.5.5 Identify cost savings and best value furniture items that can be ordered in higher quantities for multiple projects. SCF operates under Uniform Guidance and will pursue market (or GSA) price for furniture - whichever is lowest.
 - 8.1.5.6 Provide sustainability information and LEED scorecard points for selected furniture options as they pertain to meeting LEED and/or other certifications when applicable.
 - 8.1.5.7 Provide guidance to SCF on the proper usage, maintenance, and reconfiguration of furnishings included in the SCF Furniture Standards document.

- 8.1.6 Work with SCF in facilitating all necessary reviews and approvals by SCF Senior Executive(s) for SCF Furniture Standards. Incorporate SCF feedback into final approved SCF Furniture Standards document.

8.2 Scope B: VNPCC Expansion Furniture Planning and Specifications

Once SCF Furniture Design Standards (Scope A) are in draft form, the selected firm shall begin working with the SCF team and the VNPCC Architect to select the furniture for the VNPCC Expansion and VNPCC backfill based on the new standards:

8.2.1 VNPCC Furniture Planning and Programming Phase Services

- 8.2.1.1 Prepare a schedule for performance of Consultant's services for Scope B to align with the VNPCC Expansion project schedule from SCF and Architect.
- 8.2.1.2 Participate in an on-site needs assessment and inventory of the existing VNPCC furniture to assess potential to relocate and reuse. Note the condition of items identified for re-use and if significant modifications are required. Provide a written assessment report with recommendations. Work with SCF in facilitating all necessary approvals by SCF Senior Executive(s) for existing furniture reuse.
- 8.2.1.3 Coordinate with Architect on the VNPCC Expansion interior design colors/finishes and building design drawings for furniture planning. Gather input from SCF and Architect to select culturally appropriate furniture and furnishings from new standards.
- 8.2.1.4 Visit the existing VNPCC facility and meet with SCF and department leads to establish furniture program for VNPCC Expansion and backfill of existing VNPCC.
- 8.2.1.5 Assist SCF in the development of a preliminary furniture budget for the new VNPCC expansion and backfill renovation project based on the needs assessment/inventory and furniture recommendations.
- 8.2.1.6 Consult with SCF on any alternative approaches to design and selection of furniture and options for procuring furnishings.

8.2.2 Schematic Design Phase Services for VNPCC Expansion

- 8.2.2.1. Based on SCF Furniture Standards, recommend VNPCC furniture selections, finishes, fabrics/materials. Prepare preliminary furniture layouts and perform initial test fit.
- 8.2.2.2. Consider sustainable design alternatives with consideration of SCF's schedule, and budget. Consider the value of alternative materials together with other

considerations based on program and aesthetics, in developing a design for the Project that is consistent with the program, schedule, and budget.

8.2.2.3. Review cost estimates with SCF for furniture selections. Evaluate costs and propose alternate “Best value: furniture options to meet VNPCC furniture budget objectives using GSA standard pricing.

8.2.2.4. Develop VNPCC Furniture Specifications. Coordinate with SCF to facilitate necessary approvals and final VNPCC furniture selections.

8.2.2.5. Provide VNPCC Expansion furniture specifications and preliminary furniture layouts to the VNPCC Architect for incorporation by Architect into the Schematic Design Documents.

8.2.2.6. Review the Schematic Design Documents prepared by the VNPCC Architect.

8.2.3. Design Development Phase Services for VNPCC Expansion

8.2.3.1. Based on SCF’s approval of the Schematic Design Documents, and on SCF’s authorization of any adjustments in the Project requirements and the budget, the Consultant shall review Design Development Documents prepared by the VNPCC Architect which shall include furniture selections and specially designed furniture items or elements and may include product data and illustrations to indicated finished appearance and functional operation of Furniture.

8.2.3.2. Update estimates of the Cost of the Work for Furniture for SCF’s VNPCC Expansion project budget.

8.2.4. Furniture Procurement Phase Services for VNPCC Expansion

8.2.4.1. Following SCF’s approval of the Furniture Documents created by the VNPCC Architect (under separate contract), the Consultant shall assist SCF in establishing a list of prospective vendors for Furniture.

8.2.4.2. Assist SCF in obtaining quotations for Furniture. Invitation to Bid (Quotation Documents) shall consist of quotation requirements and the proposed Contract Documents.

8.2.4.3. Prepare written responses to questions from prospective vendors and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.

8.2.4.4. Assist SCF in reviewing quotations. The Consultant shall assist SCF in awarding contracts for the Vendor.

8.2.5. Furniture Contract Administration Phase Services

- 8.2.5.1. Provide administration of the Furniture Contract as set forth below and in the AIA Document A151TM-2019, Standard Form of Agreement between SCF and Vendor for Furniture and Furnishings. The furniture vendor will be contracted directly with SCF.
- 8.2.5.2. Assist SCF in coordinating schedules for fabrication, delivery, and installation of the Work, but shall not be responsible for any failure of the Vendor to meet schedules for completion or to perform its duties and responsibilities in conformance with such schedules.
- 8.2.5.3. Review and approve, or take other appropriate action, the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Furniture Documents.
- 8.2.5.4. Work with Vendor to ensure furniture specifications remain within SCF's approved budget for VNPCC Expansion Furniture.
- 8.2.5.5. Visit the Project premises at intervals appropriate to the stage of the Vendor's installation to become generally familiar with, and to keep SCF informed about, the progress and quality of the portion of the Furniture Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Furniture Documents. The Consultant shall not have control over, charge of, or responsibility for the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, or installation, or for the safety precautions and programs in connection with the Work.
- 8.2.5.6. Conduct a preliminary inspection of Furniture within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Report defects, deficiencies, or nonconformity observed during the preliminary inspection to SCF and Vendor.
- 8.2.5.7. Within a reasonable amount of time after the Vendor notifies the Consultant that the Work, or a designated portion of the Work is complete, the Consultant shall inspect such Work and provide SCF with its written recommendation about whether the Work, or a portion thereof, should be accepted or rejected.
- 8.2.5.8. Review O&M information provided by the Vendor to ensure it is complete.
- 8.2.5.9. Review VNPCC Furniture As-Built Drawings (prepared by VNPCC Architect).

8.2.5.10. Support SCF (as requested) in coordinating moved of existing VNPCC Furnishings to new VNPCC expansion.

8.3 Responsibility Matrix

Activity	Furniture Planner (Consultant)	VNPCC Expansion Architect of Record (Architect)	Owner (SCF)	Furniture Vendor (Vendor)
Prepare SCF Furniture Standards Document	Lead		Inform and Approve	
Assess Existing Furniture of VNPCC; determine reuse	Lead		Inform and Approve	
Develop VNPCC Furniture Program	Lead	Support	Inform and Approve	
Recommend VNPCC Furniture Selections (based on SCF Furniture Design Standards)	Lead		Inform and Approve	
VNPCC F&F Budget Development; review cost estimates for furniture selections	Lead	Support	Inform and Approves	
Develop preliminary furniture layouts, perform initial test fit	Lead	Support	Inform and Approve	
Prepare VNPCC Specifications	Lead	Support	Inform and Approve	
Prepare VNPCC Furniture Drawings; Validate furniture "Test Fit"	Review	Lead		
Develop Request for Quotes for Furniture Vendors; Manage Solicitation Process	Supports	Support	Lead	
Administer Furniture Vendor Contract	Lead		Approves and Signs Contract	
Modifications to Furniture Documents to meet SCF VNPCC Budget	Supports	Lead	Informs and Approves	
Procure VNPCC Furniture	Review		Support	Lead

Activity	Furniture Planner (Consultant)	VNPCC Expansion Architect of Record (Architect)	Owner (SCF)	Furniture Vendor (Vendor)
Coordinate Storage of VNPCC Furniture (And Delivery to Staging Site)	Review		Lead	Support
Install VNPCC Furniture	Review			Lead
Site visits during install and Post-Install Punchlist	Review			Lead
O&M Warranty Information	Review			Lead
Prepare Furniture As-Built Drawings	Review	Lead		Support
Move Existing Furniture to new VNPCC Expansion	Coordination (as required)		Lead (with Moving Company)	

EXHIBIT A: Proposal Offer and Signature Page (1/2)

RFP Number: SCF23-1095

RFP Name: SCF Furniture Standards Planning Services RFP

RFP Due Date: May 23, 2023

PROPOSERS MUST COMPLETE THE SECTION BELOW

AN/AI PREFERENCE:

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

(Must include proof of AN/AI Ownership if claiming AN/AI preference)

HOURLY BILL RATES:

In a separate PDF, include hourly billing rates for all personnel. These rates will be used for SCF reference.

Company Name: _____

Contact Name: _____

Email: _____

Phone: _____

Address

City

State

Zip Code

EXHIBIT A: Proposal Offer and Signature Page (2/2)

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 _____

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 B: 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:

Exhibit C: AIA B151 – 2019 contract - Draft Agreement Between Owner and Proposer for Interior Design and Furniture and Furnishings (F&F) Design Services

DRAFT AIA® Document B152™ - 2019

Standard Form of Agreement Between Owner and **Architect Consultant** for Interior Design and Furniture, **and** ~~Furnishings, and Equipment (F&F&E)~~ Design Services

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

BETWEEN the **Architect's Consultant's** client identified as the Owner:
(Name, legal status, address, and other information)

« Southcentral Foundation »
« 4501 Diplomacy Drive »
« Anchorage, Alaska 99508 »
« »

and the **Architect Consultant**:
(Name, legal status, address, and other information)

« »
« »
« »
« »

for the following Project:
(Name, location, and detailed description)

« RFP 23-1095 SCF Furniture Design Standards Planning Services for both the development of Furniture Design Standards for use across all SCF locations and the F&F for the Valley Native Primary Care Clinic (VNPCC) Expansion Design. VNPCC is located at 1001 S Knik-Goose Bay Road, Wasilla, Alaska 99654. »
« »
« »

The Owner and **Architect Consultant** agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This Agreement anticipates that the Owner will hire a Contractor to perform construction Work on the interior design portion of the Project and a Vendor to provide, deliver, and install FF&E for the Project. The A151-2019, Owner/Vendor Agreement is coordinated with this Agreement for performance of the FF&E Work. The A104-2017, Owner/Contractor Agreement is coordinated with this Agreement for performance of the construction Work.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S CONSULTANT'S RESPONSIBILITIES

3 PROGRAMMING SERVICES

4 SCOPE OF ARCHITECT'S CONSULTANT'S BASIC SERVICES

5 SUPPLEMENTAL AND ADDITIONAL SERVICES

6 OWNER'S RESPONSIBILITIES

7 COST OF THE WORK

8 COPYRIGHTS AND LICENSES

9 CLAIMS AND DISPUTES

10 TERMINATION OR SUSPENSION

11 MISCELLANEOUS PROVISIONS

12 COMPENSATION

13 SPECIAL TERMS AND CONDITIONS

14 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Definitions

§ 1.1.1 The term "furniture, ~~and furnishings, and equipment~~" is expressed as F&F&E throughout this Agreement.

§ 1.1.2 If multiple vendors are used on the Project, the term "Vendor" as referred to throughout this Agreement will be as if plural in number.

§ 1.1.3 If multiple contractors are used on the Project, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.

§ 1.2 This Agreement is based on the Initial Information set forth below:

(State below details of the Project premises; Owner's contractors and consultants; ~~Architect's Consultant's~~ consultants; Owner's budgets for the Cost of the Work for Construction and the Cost of the Work for F&F&E; Owner's anticipated milestone dates for design, construction, and F&F&E installation; Owner's Sustainable Objectives; lease requirements or restrictions; the Owner's intended procurement and delivery methods; and other information relevant to the Project.)

« Review the Section 8 (Scope of Services) in RFP 23-1095 – SCF Furniture Design Standards Planning Services »

§ 1.3 The Owner and ~~Architect-Consultant~~ may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the ~~Architect-Consultant~~ shall appropriately adjust the schedule, the ~~Architect's-Consultant's~~ services, and the ~~Architect's-Consultant's~~ compensation. The Owner shall adjust the Owner's budgets and the Owner's anticipated design, construction, and F&F&E installation milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™-2013, Building Information~~

~~Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 1.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form,~~ shall be at the using or relying party's sole risk and without liability to the other party and its contractors, consultants, or vendors, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S CONSULTANT'S RESPONSIBILITIES

§ 2.1 The ~~Architect-Consultant~~ shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by ~~architects-consultants~~ practicing in the same or similar locality under the same or similar circumstances. The ~~Architect-Consultant~~ shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 ~~If the Owner and Architect agree that the Architect will purchase FF&E on behalf of the Owner with funds provided by the Owner, the duties and compensation related to such services shall be set forth in B254-2019, Standard Form of Architect's Services: Purchasing Agent Services for Furniture, Furnishings, and Equipment (FF&E). Otherwise, t~~The ~~Architect-Consultant~~ shall have no obligation to purchase F&F&E on behalf of the Owner for the Project.

§ 2.3 The ~~Architect-Consultant~~ shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 12.14. Consultant shall maintain types and amounts of insurance set forth in Owner's Request for Proposal, #23-1095, SCF Furniture Design Standards Planning Services:~~
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

1 Commercial General Liability

«Commercial General Liability with policy limits of not less than « one million dollars » (\$ « 1,000,000 ») for each occurrence and « two million dollars » (\$ « 2,000,000 ») in the aggregate for bodily injury and property damage.»

2 Automobile Liability

«Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Consultant with policy limits of not less than « one million dollars » (\$ « 1,000,000 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.»

3 Workers' Compensation at statutory limits

« See section 2.3.4 below.»

4 Employer's Liability

«Workers' Compensation and Employers' Liability with policy limits not less than « one million dollars » (\$ « 1,000,000 ») each accident, « one million dollars » (\$ « 1,000,000 ») each employee, and « one million dollars » (\$ « 1,000,000 ») policy limit.»

5 Professional Liability

«Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « one million dollars » (\$ « 1,000,000 ») per claim and « two million dollars » (\$ « 2,000,000 ») in the aggregate.»

§ 2.4 Except with the Owner's knowledge and consent, the ~~Architect-Consultant~~ shall not engage in any activity or accept any employment, interest, or contribution that would reasonably appear to compromise the ~~Architect's Consultant's~~ professional judgment with respect to the Project.

§ 2.5 The ~~Architect-Consultant~~ shall disclose to the Owner in writing any financial or other interest it has or may have, or any other benefit it might receive, related to the selection or purchase of F&F&E for the Project. The ~~Architect Consultant~~ shall make the disclosure and get the Owner's written approval before including such F&F&E in the F&F&E Documents.

ARTICLE 3 ~~PROGRAMMING SCOPE OF CONSULTANT'S BASIC SERVICES FOR SCF FURNITURE STANDARDS DEVELOPMENT (SCOPE A)~~

§ 3.1 The ~~Architect-Consultant~~ shall consult with the Owner regarding the Owner's scope, intent, goals, and objectives for the ~~Project~~SCF Furniture Design Standards as stated in RFP 23-1095.

§ 3.2 The ~~Architect-Consultant~~ shall review the Owner's budgets ~~goals for furniture categories~~ and the Project schedule, if provided in Article 1, ~~or and assist the Owner in the preparation a schedule of performance for Consultant's services for Scope A as stated in RFP 23-1095 such items.~~

§ 3.3 The ~~Architect-Consultant~~ shall gather and evaluate information about the Project by, as applicable, (1) compiling and reviewing existing Project-related documentation provided by the Owner; (2) interviewing Owner-designated individuals; (3) visiting the Owner's relevant existing facilities or properties; and (4) identifying and evaluating constraints and opportunities that will have an impact on the Project.

§ 3.4 The ~~Architect-Consultant~~ shall develop design and performance criteria for the ~~Project Furniture Design Standards~~ based on information gathered and the Owner's goals and objectives.

§ 3.5 The ~~Architect-Consultant~~ shall recommend ~~and develop written Furniture Design Project standards document to meet goals as stated in Section 8.1.5 of RFP 23-1095, or incorporate Owner standards, such as area allowances, space allocation, space adjacency requirements, communication and technology, security requirements, and FF&E requirements.~~

§ 3.6 The ~~Consultant shall work with SCF in facilitating all necessary reviews and approvals by SCF Senior Executive(s) for SCF Furniture Standards. Incorporate SCF feedback into final SCF Furniture Standards document. Architect shall establish general and specific space quality objectives for the Project related to such elements as aesthetics, ergonomics, lighting levels, environmental considerations, and acoustics.~~

§ 3.7 The ~~Architect shall determine specific space requirements for the Project by identifying required spaces and their functions and characteristics; establishing sizes and relationships of such spaces; and establishing space efficiency factors.~~

§ 3.8 The ~~Architect shall prepare a written program, including a summary of observations and recommendations, for the Owner's review and approval.~~

§ 3.9 The ~~Architect shall consult with the Owner regarding the program's feasibility with respect to the Owner's budgets and the Project schedule.~~

ARTICLE 4 ~~SCOPE OF ARCHITECT'S CONSULTANT'S BASIC SERVICES FOR VALLEY NATIVE PRIMARY CARE CLINIC (VNPCC) EXPANSION AND VNPVV BACKFILL FURNITURE PLANNING AND MANAGEMENT SERVICES (SCOPE B)~~

§ 4.1 The ~~Architect's Consultant's~~ Basic Services consist of those described in this Article 4. Services not included in Owner's original RFP 23-1095, SCF Furniture Design Standards Planning Services, Article 3 or Article 4 are Supplemental or Additional Services.

§ 4.1.1 The ~~Architect-Consultant~~ shall coordinate its services with those services provided by the Owner and the Owner's consultants. The ~~Architect-Consultant~~ shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The ~~Architect-Consultant~~ shall provide prompt written notice to the Owner if the ~~Architect-Consultant~~ becomes aware of any error, omission, or inconsistency in such services or information.

§ 4.1.2 As soon as practicable after the date of this Agreement, the ~~Architect-Consultant~~ shall submit for the Owner's approval a schedule for the performance of the ~~Architect's-Consultant's~~ services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the ~~Architect-Consultant~~ or Owner. With the Owner's approval, the ~~Architect-Consultant~~ shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 4.1.3 The ~~Consultant shall prepare a schedule for performance of Consultant's services for Scope B to align with the VNPCC Expansion project schedule from SCF and Architect. Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.~~

§ 4.1.4 The Consultant shall participate in an on-site needs assessment and inventory of the existing VNPCC furniture to assess potential for relocation and reuse. Note condition of items identified for reuse and if significant modifications are required. Provide a written assessment report with recommendations. Work with SCF in facilitating all necessary approvals by SCF Senior Executive(s) for existing VNPCC furniture reuse.

§ 4.1.5 The Consultant shall coordinate with Architect on VNPCC Expansion interior design colors/finishes and building design drawings for furniture planning. Gather input from SCF and Architect to select culturally appropriate furniture and finishes.

§ 4.1.6 The Consultant shall visit existing VNPCC facility and meet with SCF and department leads to establish furniture program for VNPCC Expansion and backfill of existing VNPCC.

§ 4.1.7 The Consultant shall assist SCF in the development of a preliminary furniture budget for the new VNPCC expansion and backfill renovation project based on the needs assessment/inventory and furniture recommendations.

§ 4.1.8 The Consultant shall consult with SCF on any alternative approaches to design and selection of furniture and options for procuring furnishings.

§ 4.2 Schematic Design Phase Services for VNPCC Expansion

§ 4.2.1 The ~~Architect shall review information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. Based on the Furniture Design Standards, the Consultant shall recommend VNPCC furniture selections, finishes, fabrics/materials. Prepare preliminary furniture layouts and perform initial test fit.~~

§ 4.2.2 The ~~Architect shall discuss with the Owner alternative approaches to design and construction of the Project.~~

§ 4.2.3 The ~~Architect shall discuss with the Owner alternative approaches to design and selection of FF&E, and options for procuring FF&E.~~

§ 4.2.4 Based on the Owner's approval of the program, the ~~Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including preliminary plans and may include some combination of study models, perspective sketches, or digital representations.~~

§ 4.2.5 The ~~Schematic Design Documents shall include preliminary furniture layouts, and may include preliminary options for FF&E.~~

§ 4.2.6 The ~~Architect-Consultant shall consider sustainable design alternatives, such as material choices and the effects of building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the program, of Owner's schedule, and Owner's budgets. Consider the value of alternative materials together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the program, Owner's schedule, and Owner's budgets. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 5.1.~~

§ 4.2.37 The ~~Architect-Consultant shall determine and review cost estimates with SCF for furniture selections. Evaluate costs and propose alternate "Best value" furniture options to meet VNPCC furniture budget objectives using GSA standard pricing, consider the value of alternative materials together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the program, Owner's schedule, and Owner's budgets.~~

~~§ 4.2.48~~ The ~~Architect-Consultant~~ shall ~~develop Furniture Specifications. Coordinate with SCF to facilitate necessary approvals and final VNPCC furniture selections, submit to the Owner estimates of the Cost of the Work for Construction and the Cost of the Work for FF&E prepared in accordance with Article 7.~~

~~§ 4.2.59~~ The ~~Architect-Consultant~~ shall ~~provide VNPCC Expansion furniture specifications and preliminary furniture layouts to the VNPCC Architect for the Schematic Design Documents, submit the Schematic Design Documents to the Owner and request the Owner's approval.~~

~~§ 4.2.6~~ The Consultant shall review the Schematic Design Documents prepared by the VNPCC Architect.

~~§ 4.3 Design Development Phase Services for VNPCC Expansion~~

~~§ 4.3.1~~ Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budgets, the ~~Architect-Consultant~~ shall ~~prepare~~ ~~review~~ Design Development Documents ~~for the Owner's approval prepared by the VNPCC Architect which shall include F&F selections and specially designed F&F items or elements, and may include product data and illustrations to indicate finished appearance and functional operation of F&F. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, interior elevations, and typical construction details, to fix and describe the size and character of the Project as to architectural and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and establish, in general, their quality levels.~~

~~§ 4.3.2~~ The Design Development Documents shall include FF&E selections and specially designed FF&E items or elements, and may include product data and illustrations to indicate finished appearance and functional operation of FF&E.

~~§ 4.3.3~~ The ~~Architect-Consultant~~ shall update the estimates of the Cost of the Work for ~~Furniture for SCF's VNPCC Expansion project budget. Construction and the Cost of the Work for FF&E prepared in accordance with Article 7.~~

~~§ 4.3.4~~ The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimates, and request the Owner's approval.

~~§ 4.4 Construction Documents Phase Services for VNPCC Expansion~~

~~§ 4.4.1~~ ~~Intentionally Reserved for Architect under separate contract.~~ Based on the Owner's approval of the Design Development Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction Work for the Project. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including shop drawings, product data, samples, and other similar submittals, which the Architect shall review in accordance with Section 4.8.4.

~~§ 4.4.2~~ The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

~~§ 4.4.3~~ The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work for Construction, and advise the Owner of any adjustments to such estimate, take any action required under Section 7.6, and request the Owner's approval.

~~§ 4.5 Furniture FF&E Documents Phase Services for VNPCC Expansion~~

~~§ 4.5.1~~ ~~Intentionally Reserved by Owner for Architect under separate contract.~~ Based on the Owner's approval of the Design Development Documents, the Architect shall prepare for the Owner's approval FF&E Documents consisting of drawings and specifications setting forth in detail the FF&E Work for the Project, including requirements for location, procurement, fabrication, shipment, delivery, and installation of the FF&E. The Owner and Architect acknowledge that in order to perform the Work the Vendor will provide additional information, including shop drawings, product data, samples, and other similar submittals, which the Architect shall review in accordance with Section 4.9.3.

~~§ 4.5.2~~ The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the FF&E Documents.

§ 4.5.3 The Architect shall submit the FF&E Documents to the Owner, update the estimate for the Cost of the Work for FF&E, and advise the Owner of any adjustments to such estimate, take any action required under Section 7.6, and request the Owner's approval.

§ 4.6 Construction Procurement Phase Services for VNPCC Expansion

§ 4.6.1 ~~Intentionally Reserved by Owner for Architect under separate contract.~~ Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in establishing a list of prospective contractors for construction.

§ 4.6.2 The Architect shall assist the Owner in obtaining competitive bids or negotiated proposals for construction. Bidding Documents shall consist of bidding requirements and the proposed Contract Documents.

§ 4.6.3 The Architect shall prepare written responses to questions from prospective contractors and provide written clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 4.6.4 The Architect shall assist the Owner in reviewing bids. The Architect shall assist the Owner in awarding and preparing contracts for construction.

§ 4.7 F&F&E Procurement Phase Services for VNPCC Expansion

§ 4.7.1 Following the Owner's approval of the F&F&E Documents ~~created by the VNPCC Architect (under separate contract),~~ the ~~Architect-Consultant~~ shall assist the Owner in establishing a list of prospective vendors for F&F&E.

§ 4.7.2 The ~~Architect-Consultant~~ shall assist the Owner in obtaining quotations for F&F&E. ~~Invitation to Bid (Quotation Documents shall consist of quotation requirements and the proposed F&F Contract Documents.~~

§ 4.7.3 The ~~Architect-Consultant~~ shall prepare written responses to questions from prospective vendors and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.

§ 4.7.4 The ~~Architect-Consultant~~ shall assist the Owner in reviewing quotations. The ~~Architect-Consultant~~ shall assist the Owner in awarding contracts for vendors.

§ 4.8 Construction Phase Services

§ 4.8.1 General

§ 4.8.1.1 ~~Intentionally Reserved by Owner for Architect under separate contract.~~ The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 4.8.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 4.8.1.3 Subject to Section 5.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 4.8.2 Evaluations of the Work

§ 4.8.2.1 The ~~Architect-Consultant~~ shall visit the Project premises at intervals appropriate to the stage of ~~construction installation, or as otherwise required in Section 5.2.2,~~ to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the F&F Contract Documents. However, the ~~Architect-Consultant~~ shall not be required to make exhaustive or continuous on-site inspections to check the

quality or quantity of the Work. On the basis of the visits, the ~~Architect-Consultant~~ shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the ~~F&F~~ Contract Documents, ~~(2) known deviations from the most recent construction schedule submitted by the Contractor, and~~ ~~(23) defects and deficiencies observed in the Work.~~

~~§ 4.8.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.~~

~~§ 4.8.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~

~~§ 4.8.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.~~

~~§ 4.8.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

~~§ 4.8.3 Certificates for Payment to Contractor~~

~~§ 4.8.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 4.8.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.~~

~~§ 4.8.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences, or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

~~§ 4.8.4 Submittals~~

~~§ 4.8.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences, or procedures.~~

~~§ 4.8.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on shop drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.~~

~~§ 4.8.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.~~

§ 4.8.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 5.2.4, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 4.8.6 Construction Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records; written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 4.9 F&F Contract Administration Phase Services

4.9.1 The Architect-Consultant shall provide administration of the Contract for F&F&E as set forth below and in AIA Document A151™-2019, Standard Form of Agreement between Owner and Vendor for Furniture, and Furnishings, and Equipment. If the Owner and Vendor modify AIA Document A151-2019, those modifications shall not affect the Architect's-Consultant's services under this Agreement unless the Owner and the Architect-Consultant amend this Agreement.

4.9.1.1 Subject to Section 5.2, the Consultant's responsibility to provide F&F Contract Administration Phase Services commences with the award of the Contract for F&F Vendor and terminates on the date the VNPCC Architect issues the final Certificate for Payment.

4.9.2 The Architect-Consultant shall assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but shall not be responsible for any failure of the Vendor to meet schedules for completion or to perform its duties and responsibilities in conformance with such schedules.

4.9.3 The Architect-Consultant shall review and approve, or take other appropriate action upon, the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the F&F&E Documents.

4.9.4 Work with Vendor to ensure furniture specifications remain within SCF's approved budget for VNPCC Expansion Furniture.

4.9.4.5 The Architect-Consultant shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation, or as otherwise required in Section 5.2.3, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the F&F&E Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the F&F&E Documents. The Architect-Consultant shall not have control over, charge of, or responsibility for the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, or installation, or for the safety precautions and programs in connection with the Work.

4.9.5.6 The Architect-Consultant shall conduct a preliminary inspection of F&F&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. The Architect-Consultant shall report defects, deficiencies, or nonconformity observed during the preliminary inspection to the Owner and Vendor.

4.9.6.7 Within a reasonable amount of time after the Vendor notifies the Architect-Consultant that the Work, or a designated portion of the Work, is complete the Architect-Consultant shall inspect such Work and provide the Owner with its written recommendation about whether the Work, or a portion thereof, should be accepted or rejected.

4.9.7.8 The Architect's-Consultant's responsibilities under Section 4.9.5 and Section 4.9.6 are limited to identifying defects, deficiencies, or nonconformities the Architect-Consultant actually observes, or reasonably should have observed, during its inspections. The Architect-Consultant is not required to make exhaustive or continuous inspections to fulfill its responsibilities under Section 4.9.5 and Section 4.9.6 and has no responsibility to discover latent defects.

4.9.8.9 If the Architect-Consultant is required to inspect F&F&E at a location other than the Project premises, such services shall be performed as Additional Services for the compensation set forth in Section 12.4.

§ 4.9.10 Review O&M information provided by furniture vendors to ensure it is complete.

§ 4.9.11 VNPCC Furniture As-Built Drawings (prepared by VNPCC Architect).

§ 4.9.12 Support SCF (as requested) in coordinating move of existing VNPCC Furnishings to new VNPCC expansion.

ARTICLE 5 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 5.1 Supplemental Services are not included in Programming Services or Basic Services but may be required for the Project. The ~~Architect-Consultant~~ shall provide the Supplemental Services indicated below, and the Owner shall compensate the ~~Architect-Consultant~~ as provided in Section 12.3. Supplemental Services may include structural engineering; mechanical engineering; electrical engineering; lighting consulting; audio visual consulting; acoustic consulting; food service equipment consulting; telecommunications/data consulting; security consulting; landscape design; graphics and signage design; branding and identity standards; art selection or procurement; commissioning; measured drawings of existing conditions; coordination of separate contractors or independent consultants; planning for inventory, removal, relocation, or reuse of existing F&F&E; detailed cost estimates; test fits; tenant related services; preparation of record drawings; sustainable project services; existing F&F&E inventory and appraisals; and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the ~~Architect-Consultant~~ is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

« To be determined at a later date. »

§ 5.2 The ~~Architect-Consultant~~ may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the ~~Architect-Consultant~~ shall notify the Owner. The ~~Architect-Consultant~~ shall not provide the Additional Services until the ~~Architect-Consultant~~ receives the Owner's written authorization. Except for services required due to the fault of the ~~Architect-Consultant~~, any Additional Services provided in accordance with this Section 5.2 shall entitle the ~~Architect-Consultant~~ to compensation pursuant to Section 12.4.

§ 5.2.1 The ~~Architect-Consultant~~ shall provide as Additional Services those services necessitated by (1) a change in the Initial Information; (2) changes in previous instructions or approvals given by the Owner; (3) a material change in the Project including size, quality, complexity, the Owner's schedule or budgets, or procurement or delivery method; (4) inspections of F&F&E located off-site, and (5) inspections of F&F&E at the Project premises of F&F&E that was previously rejected, when the number of visits identified in Section 5.2.3 is exceeded.

§ 5.2.2 The Architect has included in Basic Services ~~« » (« »)~~ visits to the Project premises by the Architect during construction. The Architect shall conduct visits in excess of that amount as an Additional Service.

§ 5.2.3 The Architect has included in Basic Services ~~« » (« »)~~ visits to the Project premises by the Architect during the FF&E Contract Administration Phase Services. The Architect shall conduct visits in excess of that amount as an Additional Service.

§ 5.2.4 The ~~Architect-Consultant~~ shall, as an Additional Service, provide services made necessary by the Contractor's or Vendor's proposed change in the Work. ~~The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders, Construction Change Directives, or Modifications to the Contract for FF&E as an Additional Service.~~

§ 5.2.35 If the services covered by this Agreement have not been completed within ~~« » (« »)~~ months of the date of this Agreement, through no fault of the ~~Architect-Consultant~~, extension of the ~~Architect's-Consultant's~~ services beyond that time shall be compensated as Additional Services.

ARTICLE 6 OWNER'S RESPONSIBILITIES

§ 6.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 6.2 With the assistance of the Consultant, as defined in Section 3.2, ~~the~~ Owner shall establish the Owner's budget for the Project, including (1) ~~the budget for the Cost of the Work for Construction as defined in Article 7, (2) the budget for the Cost of the Work for F&F&E as defined in Article 7 (3) the Owner's other costs,~~ and (4) reasonable

contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final ~~completion of the construction Work and~~ acceptance of the F&F&E Work. If the Owner significantly increases or decreases the Owner's budgets for the Cost of the Work for Construction or the Cost of the Work for F&F&E, the Owner shall notify the ~~Architect~~ Architect-Consultant. The Owner and the ~~Architect~~ Consultant shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 6.3 The Owner shall furnish the services of consultants in addition to those identified as the Owner's responsibility in Section 1.2 when the ~~Architect~~ Architect-Consultant requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 6.4 The Owner shall coordinate the services of its own consultants with those services provided by the ~~Architect~~ Architect-Consultant. Upon the ~~Architect's~~ Architect's-Consultant's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 6.5 The Owner shall furnish tests, inspections, and reports required by law or the Contract Documents.

§ 6.6 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 6.7 The Owner shall provide prompt written notice to the ~~Architect~~ Architect-Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the ~~Architect's~~ Architect's-Consultant's ~~deliverables~~ Instruments of Service.

§ 6.8 The Owner shall endeavor to communicate with the ~~Contractor-Architect~~ and Vendor through the ~~Architect~~ Consultant about matters arising out of or relating to the ~~F&F~~ F&F Contract Documents.

§ 6.9 Before executing any ~~Contract for Construction and any~~ Contract for F&F&E, the Owner shall coordinate the ~~Architect's~~ Architect's-Consultant's duties and responsibilities set forth in such Contract for Construction and such Contract for FF&E with the ~~Architect's~~ Architect's-Consultant's services set forth in this Agreement. The Owner shall provide the ~~Architect~~ Consultant a copy of the executed agreement between the Owner and ~~Contractor, including the General Conditions of the Contract for Construction, and the agreement between the Owner and~~ Vendor.

§ 6.10 The Owner shall provide the ~~Architect~~ Architect-Consultant access to the Project premises prior to commencement of the Work and shall obligate the Contractor and Vendor to provide the ~~Architect~~ Architect-Consultant access to the Work wherever it is in preparation or progress.

§ 6.11 Within 15 days after receipt of a written request from the ~~Architect~~ Architect-Consultant, the Owner shall furnish the requested information as necessary and relevant for the ~~Architect~~ Architect-Consultant to evaluate, give notice of, or enforce lien rights.

ARTICLE 7 COST OF THE WORK for F&F

§ 7.1 ~~For purposes of this Agreement, the Cost of the Work for Construction is the total cost to the Owner to construct all elements of the Project designed or specified by the Architect, and shall include the Contractor's general conditions costs, overhead, and profit. The Cost of the Work for Construction also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work for Construction does not include the Cost of the Work for FF&E; the compensation of the Architect; or the costs of purchasing or acquiring real estate, leasing, financing, contingencies for changes in the construction Work, or other costs that are the responsibility of the Owner.~~

§ 7.2 For purposes of this Agreement, the Cost of the Work for F&F&E is the total cost to the Owner to purchase, fabricate, ship, store, deliver, and install all F&F&E elements of the Project designed or specified by the Architect. The Cost of the Work for F&F&E also includes the reasonable value of F&F&E donated to, or otherwise furnished by, the Owner. The Cost of the Work for F&F&E does not include the Cost of the Work for Construction; compensation of the ~~Architect~~ Architect-Consultant; or the costs of leasing, financing, contingencies for changes in the F&F&E Work, or other costs that are the responsibility of the Owner.

~~§ 7.23~~ The Owner's budgets for the ~~Cost of the Work for Construction and the~~ Cost of the Work for F&F&E are ~~provided in Initial Information or~~ will be developed during the ~~Programming-Schematic Design~~ Phase Services, and shall be adjusted throughout the Project as required in Article 6 and this Article 7. Evaluations of the Owner's budgets, the preliminary estimates, and updated estimates prepared by the ~~Architect~~ Consultant, represent the ~~Architect's~~ Consultant's judgment as a design professional. It is recognized, however, that neither the ~~Architect~~ Consultant nor the Owner has control over the cost of labor, materials, or F&F&E; the ~~Contractor's or~~ Vendor's methods of determining bid or quote prices; or competitive bidding, market, or negotiating conditions. Accordingly, the ~~Architect~~ Consultant cannot and does not warrant or represent that bids, quotes, or negotiated prices will not vary from the Owner's budgets, or from any estimates, or evaluations, prepared or agreed to by the ~~Architect~~ Consultant.

~~§ 7.34~~ In preparing estimates of ~~the Cost of the Work for Construction and the~~ Cost of the Work for F&F&E, the ~~Architect~~ Consultant shall be permitted to include contingencies for design, bidding, and price escalation; to determine what ~~materials, F&F&E, component systems, and types of construction~~ are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include ~~design F&F~~ alternates as may be necessary to adjust the estimates to meet the Owner's budgets. The ~~Architect's~~ Consultant's estimates shall be based on ~~current area, volume, or similar conceptual industry standard furniture and furnishings~~ estimating techniques. If the Owner requires detailed estimates, the ~~Architect~~ Consultant shall provide such estimates, if identified as the ~~Architect's~~ Consultant's responsibility in Section 5.1, as a Supplemental Service.

~~§ 7.45~~ If, through no fault of the ~~Architect~~ Consultant, procurement activities have not commenced within 90 days after the Architect submits the Construction Documents or F&F&E Documents to the Owner the Owner's budget for such portion of Work shall be adjusted to reflect changes in the general level of prices in the applicable construction or F&F&E market.

~~§ 7.56~~ If at any time the ~~Architect's~~ Consultant's estimate of ~~the Cost of the Work for Construction or the~~ Cost of the Work for F&F&E exceed the Owner's budget for such portion of Work, the ~~Architect~~ Consultant shall make appropriate recommendations to the Owner to adjust the ~~Project's F&F's~~ size or budgets, or to adjust the quality or quantity of F&F&E items and the Owner shall cooperate with the ~~Architect~~ Consultant in making such adjustments.

~~§ 7.7~~ If the Owner's current budget for the Cost of the Work for Construction at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- ~~.1~~ give written approval of an increase in the budget for the Cost of the Work for Construction;
- ~~.2~~ authorize rebidding or renegotiating of the construction Work within a reasonable time;
- ~~.3~~ terminate in accordance with Section 10.5;
- ~~.4~~ in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work for Construction; or
- ~~.5~~ implement any other mutually acceptable alternative.

~~§ 7.8~~ If the Owner chooses to proceed under Section 7.7.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work for Construction at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 7.7.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work for Construction due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 12.4; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Section 7.8.

~~§ 7.69~~ If the Owner's current budget for the Cost of the Work for F&F&E at the conclusion of the F&F&E Documents Phase Services is exceeded by the lowest bona fide quotation, the Owner shall

- ~~.1~~ give written approval of an increase in the budget for the Cost of the Work for F&F&E;
- ~~.2~~ authorize rebidding or renegotiating of the FF&E Work within a reasonable time;
- ~~.3~~ terminate in accordance with Section 10.5;
- ~~.4~~ in consultation with the Architect, revise the ~~Project~~ program, scope, or quality as required to reduce the Cost of the Work for F&F&E; or
- ~~.5~~ implement any other mutually acceptable alternative.

~~§ 7.740~~ If the Owner chooses to proceed under Section 7.69.4, the Architect shall modify the F&F&E Documents as necessary to comply with the Owner's budget for the Cost of the Work for F&F&E at the conclusion of the F&F&E

Documents Phase Services, or the budget as adjusted under Section 7.96.1. If the Owner requires the Architect to modify the F&E Documents because the lowest bona fide quotation or negotiated proposal exceeds the Owner's budget for the Cost of the Work for F&E due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the ~~Architect-Consultant~~ for the modifications as an Additional Service pursuant to Section 12.4; otherwise the ~~Architect's-Consultant's~~ services shall be without additional compensation. In any event, the ~~Architect's-Consultant's~~ modification of the F&E Documents shall be the limit of the ~~Architect's-Consultant's~~ responsibility under this Section 7.740.

ARTICLE 8 COPYRIGHTS AND LICENSES

§ 8.1 The ~~Architect-Consultant~~ and the Owner warrant that in transmitting ~~Instruments of Service~~ deliverables, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 8.2 The ~~Architect-Consultant~~ and the ~~Architect's-Consultant's~~ consultants shall be deemed the authors and owners of their respective Instruments of Service, including the drawings and specifications, and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the ~~Architect-Consultant~~ and the ~~Architect's-Consultant's~~ consultants.

§ 8.3 The ~~Architect-Consultant~~ grants to the Owner a nonexclusive license to use the ~~Architect's-Consultant's~~ Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 10 and Article 12. The ~~Architect-Consultant~~ shall obtain similar nonexclusive licenses from the ~~Architect's-Consultant's~~ consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, the Vendor, sub-vendors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.4, solely and exclusively for use in performing services or construction, or providing goods, for the Project. If the ~~Architect-Consultant~~ rightfully terminates this Agreement for cause as provided in Section 10.4, the license granted in this Section 8.3 shall terminate.

§ 8.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the ~~Architect-Consultant~~ and ~~Architect's-Consultant's~~ consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the ~~Architect-Consultant~~ and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 8.3.1. The terms of this Section 8.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 10.4.

§ 8.4 Except for the licenses granted in this Article 8, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the ~~Architect-Consultant~~. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the ~~Architect-Consultant~~ and the ~~Architect's-Consultant's~~ consultants.

§ 8.5 Except as otherwise stated in Section 8.3, the provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 CLAIMS AND DISPUTES

§ 9.1 General

§ 9.1.1 The Owner and ~~Architect-Consultant~~ shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the construction Work. The Owner and ~~Architect-Consultant~~ waive all claims and causes of action not commenced in accordance with this Section 9.1.1.

~~§ 9.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, vendors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A151-2019, Standard Form of~~

Agreement Between Owner and Vendor and AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, vendors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

~~§ 9.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 10.6.~~

~~§ 9.2 Mediation~~Dispute Resolution

~~§ 9.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

~~§ 9.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 9.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 9.2, agree the method of binding dispute resolution shall be the following:
(Check the appropriate box.)~~

~~Arbitration pursuant to Section 9.3 of this Agreement~~

Litigation in a court of competent jurisdiction

Other: (Specify)

~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

~~§ 9.3 Arbitration~~

~~§ 9.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute, or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.~~

~~§ 9.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 9.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 9.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 9.3.4 Consolidation or Joinder

~~§ 9.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 9.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 9.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 9.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 9.42.2 The provisions of this Article 9 shall survive the termination of this Agreement.

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 If the Owner fails to make payments to the ~~Architect-Consultant~~ in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the ~~Architect's-Consultant's~~ option, cause for suspension of performance of services under this Agreement. If the ~~Architect-Consultant~~ elects to suspend services, the ~~Architect-Consultant~~ shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the ~~Architect-Consultant~~ shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the ~~Architect-Consultant~~ all sums due prior to suspension and any expenses incurred in the interruption and resumption of the ~~Architect's-Consultant's~~ services. The ~~Architect's-Consultant's~~ fees for the remaining services and the time schedules shall be equitably adjusted.

§ 10.2 If the Owner suspends the Project, the ~~Architect-Consultant~~ shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's-Consultant's~~ fees for the remaining services and the time schedules shall be equitably adjusted.

§ 10.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the ~~Architect-Consultant~~, the ~~Architect-Consultant~~ may terminate this Agreement by giving not less than seven days' written notice.

§ 10.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 10.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the ~~Architect-Consultant~~ for the Owner's convenience and without cause.

§ 10.6 In the event of termination not the fault of the ~~Architect-Consultant~~, the ~~Architect-Consultant~~ shall be compensated for services performed prior to termination, ~~including Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~

~~§ 10.7~~ In addition to any amounts paid under Section 10.6, if the Owner terminates this Agreement for its convenience pursuant to Section 10.5, or the Architect terminates this Agreement pursuant to Section 10.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

~~1~~ — Termination Fee:



~~2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~



§ 10.78 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion of the construction Work.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 9.3.

§ 11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A101-2014-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor and AIA Document A151-2019, Standard Form of Agreement Between Owner and Vendor.

§ 11.3 The Owner and Architect/Consultant, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect/Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect/Consultant by the Owner prior to the assignment.

§ 11.4 If the Owner requests the Architect/Consultant to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect/Consultant for review at least 14 days prior to the requested dates of execution. The Architect/Consultant shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 11.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect/Consultant.

§ 11.6 The Architect/Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 11.7 The Architect/Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Architect's/Consultant's promotional and professional materials. However, the Architect's/Consultant's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect/Consultant in the Owner's promotional materials for the Project. This Section 11.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 10.4.

§ 11.8 If the Architect/Consultant or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 11.8.1. This Section 11.8 shall survive the termination of this Agreement.

§ 11.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 11.8.

§ 11.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 12 COMPENSATION

§ 12.1 For the Architect's-Consultant's Programming Services described under Article 3, the Owner shall compensate the Architect-Consultant as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 12.2 For the Architect's-Consultant's Basic Services described under Article 4, the Owner shall compensate the Architect-Consultant as follows:

.1 Interior Design Services listed in section 12.6:
(Insert amount of, or basis for, compensation.)

« »

.2 F&F&E Design Services listed in section 12.7:
(Insert amount of, or basis for, compensation.)

« Not to exceed amount - \$TBD »

§ 12.3 For Supplemental Services identified in Section 5.1, the Owner shall compensate the Architect-Consultant as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« Consultant's Supplemental Services were required in Owner's original Request for Proposal and are therefore included in the Stipulated Sum in § 12.2 above »

§ 12.4 For Additional Services that may arise during the course of the Project, including those under Section 5.2, the Owner shall compensate the Architect-Consultant as follows:
(Insert amount of, or basis for, compensation.)

« insert hourly rates »

§ 12.5 Compensation for Supplemental and Additional Services of the Architect's-Consultant's consultants when not included in Section 12.3 or 12.4, shall be the amount invoiced to the Architect-Consultant plus « » percent (« » %), or as follows:

« »

§ 12.6 Intentionally Reserved by Owner for Architect under separate contract. Where compensation for Interior Design Services is based on a stipulated sum or percentage of the Cost of the Work for Construction, the compensation for each phase of services shall be as follows:

Schematic Design Phase	« »	percent (« »	%)
Design Development Phase	« »	percent (« »	%)
Construction Documents Phase	« »	percent (« »	%)
Construction Procurement Phase	« »	percent (« »	%)
Construction Phase	« »	percent (« »	%)
Total Interior Design Services Compensation	one hundred	percent (100	%)

Formatted: AIA Agreement Body Text

§ 12.7 Where compensation for F&F&E Design Services is based on a stipulated sum or percentage of the Cost of the Work for F&F&E, the compensation for each phase of services shall be as follows:

Schematic Design Phase « » percent (« » %)

Design Development Phase	<>	percent (<>	%)
F&F&E Documents Phase	<>	percent (<>	%)
F&F&E Procurement Phase	<>	percent (<>	%)
F&F&E Contract Administration Phase	<>	percent (<>	%)
Total F&F&E Design Services Compensation	one hundred	percent (100	%)

§ 12.8 When compensation for Interior Design Services is on a percentage basis, progress payments for each phase of services shall be calculated by multiplying the percentages identified in Section 12.6 by the Owner's most recent budget for the Cost of the Work for Construction. When compensation for F&F&E Design Services is on a percentage basis, progress payments for each phase of services shall be calculated by multiplying the percentages identified in Section 12.7 by the Owner's most recent budget for the Cost of the Work for F&F&E. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budgets.

§ 12.9 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect-Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase or F&F&E Contract Administration Phase are commenced.

§ 12.10 The hourly billing rates for services of the Architect-Consultant and the Architect's-Consultant's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's-Consultant's and Architect's-Consultant's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

<>

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 12.11 Compensation for Reimbursable Expenses

§ 12.11.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect-Consultant and the Architect's-Consultant's consultants directly related to the Project, provided such expenses are authorized in advance by Owner, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect-Consultant and the Architect's-Consultant's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 12.11.2 For Reimbursable Expenses the compensation shall be the expenses pre-approved by the Owner and incurred by the Architect-Consultant and the Architect's-Consultant's consultants plus <> percent (<> %) of the expenses incurred.

§ 12.12 Payments to the Architect/Consultant

§ 12.12.1 Initial Payment

An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

Formatted: AIA Subheading

§ 12.12.2 Progress Payments

§ 12.12.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's/Consultant's invoice. Amounts unpaid « thirty » (« 30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect/Consultant.
(Insert rate of monthly or annual interest agreed upon.)

« 0 » % « zero percent »

§ 12.12.2.2 The Owner shall not withhold amounts from the Architect's/Consultant's compensation to impose a penalty or liquidated damages on the Architect/Consultant, or to offset sums requested by or paid to the Contractor or Vendor for the cost of changes in the Work unless the Architect/Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 12.12.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 13 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« « § 12.1 Conflict of Interest. Consultant 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, Consultant 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, Consultant agrees to submit a separate attachment to this Agreement for approval.

§ 12.2 Lobbying. The undersigned representative of Consultant certifies, to the best of his or her knowledge and belief, that:

§ 12.2.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, 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.

§ 12.2.2 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, Architect shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

§ 12.2.3 Consultant 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.

§ 12.3 Debarment. Consultant hereby certifies that it, its principals, and, if applicable, its subcontractors are not suspended, debarred, or otherwise determined to be ineligible for award of contract by any federal, state, or other governmental body. During the term of this Agreement, Consultant further agrees to immediately notify Owner if it, its principals or any of its subcontractors, are suspended, debarred, or otherwise determined to be ineligible for award of contract, by any federal, state, or other governmental body.

[§ 12.4 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”).

[§ 12.5 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.

[§ 12.6 Liens.](#) Consultant, 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 Consultant’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, Consultant shall take immediate steps to have it removed or, ten (10) days after notice to Consultant, Owner shall have the absolute right to remove any such liens and Consultant 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.

[§ 12.7 Media Contact.](#) Consultant, its employees, agents, and subcontractors shall not contact any member of the media as a representative of Owner without the prior written approval of the President/CEO of Owner or the Owner Authorizing Official, nor shall they use Owner’s name in any advertising, publications, promotional materials or publicity release concerning this Agreement or the work performed pursuant to it.

[§ 12.8 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, Consultant 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.

[§ 12.9 Lien Waivers Required.](#) Consultant shall provide Owner with lien waivers/ releases, in a form acceptable to Owner, from Consultant and from all of its subcontractors, suppliers, materialmen, and their agents, employees, servants, or subcontractors (collectively, “Subcontractors”) evidencing that Architect and all such Subcontractors have been paid in full. Such lien waivers/releases shall be a condition precedent for Architect to receive final payment in accordance with Sections 9.10 and 9.10.2.

[§ 12.10 Contract Work Hours And Safety Standards.](#) Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

[§ 12.11 Compliance With Clean Air Act And Federal Water Pollution Control Act.](#) Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). »

ARTICLE 14 SCOPE OF THE AGREEMENT

§ 14.1 This Agreement represents the entire and integrated agreement between the Owner and the ~~Architect~~ Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and ~~Architect~~ Consultant.

§ 14.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B152™–2019, Standard Form of Agreement Between Owner and ~~Architect~~ Consultant for ~~Interior and FF&FE~~ Design Services

~~.2~~ — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

~~.23~~ Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 5.1.)

« SCF RFP 23-1095 SCF Furniture Standards »

~~.43~~ Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« April Kyle, MBA » « President/CEO »

(Printed name and title)

ARCHITECT-CONSULTANT (Signature)

« » « »

(Printed name, title, and license number, if required)