



**Request for Proposals (RFP):
SCF23-1106
Snow Removal Services
RFP Release Date: August 18, 2023**

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

*SCF Contact Person, Kate Lynch
Phone: 907-729-3007*

E-Mail: SCFContracts@southcentralfoundation.com

Important Notice: You must register with the *SCF Contact Person* at the below link. Please include contact information with your registration. Failure to register with the *SCF Contact Person* may result in the rejection of your Proposal.

SCFContracts@southcentralfoundation.com

Table of Contents

Section 1, Background and History	1
1.1 SCF History	1
1.2 Vision and Mission Statement	1
Section 2, General Information.....	2
2.1 Purpose of the Request for Proposal (RFP).....	2
2.2 Contract Period.....	2
2.3 Bidder Registration	2
2.4 SCF Contact Person.....	3
Section 3, Request for Proposal Details	4
3.1 RFP Schedule	4
3.2 Deadline for Receipt of Proposals	4
3.3 Other Licenses and Registrations Requirements	4
3.4 Conflict of Interest and Restrictions.....	4
3.5 Addendum to the RFP and Right to Award	4
3.6 Pre-Bid Meeting and Site Visits	4
3.7 Cancellation of the RFP.....	5
3.8 Contract Negotiations	5
3.9 Performance Bonds and Surety Deposits	5
Section 4, Instructions for Bidders	6
4.1 Bidder's Review and Substantive Questions	6
4.2 Filing a Protest.....	6
4.3 Proposal Content.....	6
4.4 Other RFP or Proposal Requirements.....	6
4.5 Proposal Submission	7
4.6 Proposal Withdrawal and Correction	7
Section 5, Format for Proposals.....	8
5.1 Proposal Content and Format	8
<i>Bid Section 1, Title Page.....</i>	<i>8</i>
<i>Bid Section 2, Table of Contents</i>	<i>8</i>
<i>Bid Section 3, Introduction.....</i>	<i>8</i>
<i>Bid Section 4, Qualifications</i>	<i>8</i>
<i>Bid Section 5, License / Insurance Requirements</i>	<i>9</i>
<i>Bid Section 6, Compensation and Scope of Work</i>	<i>9</i>
Section 6, Selection Process	10
6.1 RFP Compliance	10
6.2 Evaluation Process.....	10
6.3 Evaluation Criteria and Point Value.....	10

6.4	Discussions	10
6.5	Presentations.....	10
6.6	Notice of Award	11
Section 7, Standard Contract Terms		12
7.1	Introduction	12
7.2	Compensation	12
7.3	Termination.....	12
7.4	Status of Independent Contractor.....	12
7.5	Insurance Requirements	12
7.6	Compliance with Legal Obligations and SCF Code of Conduct	13
7.7	Monitoring.....	13
7.8	Lobbying	13
7.9	Exclusion and Debarment	14
7.10	Successors, Assignment or Delegation	14
7.11	Nondiscrimination	14
7.12	Governing Law, Venue and Jurisdiction	14
7.13	Audit and Examination of Records	15
7.14	Media Contact	15
	EXHIBIT A: Scope of Work	16
	EXHIBIT B: Proposal Offer and Signature Page.....	18
	EXHIBIT C: Sample Professional Services Contract	20

Section 1, Background and History

1.1 SCF History

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

1.2 Vision and Mission Statement

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

Section 2, General Information

2.1 Purpose of the Request for Proposal (RFP)

SCF is soliciting detailed proposals from qualified Bidders interested in removing snow from the following Southcentral Foundation properties in accordance with the Scope of Work and General Specifications as described in Exhibit A:

Snow Removal on Parking Lots and Sidewalks, including Removal of Snow Piles

- 999 E Tudor Road, Anchorage, AK
- 225 Eagle Street, Anchorage, AK
- 400 W Benson Boulevard, Anchorage, AK
- 4330 Elmore Road, Anchorage, AK
- 4000 San Ernesto Avenue, Anchorage, AK
- 4130 San Ernesto Avenue, Anchorage, AK
- 6901 E Tudor Road, Anchorage, AK
- 7033 E Tudor Road, Anchorage, AK
- 6130 Tuttle Place, Anchorage, AK
- 6160 Tuttle Place, Anchorage, AK
- 4000 Laurel Street, Anchorage, AK
- 3146 E 46th Avenue, Anchorage, AK
- 3606 Rhone Circle, Anchorage, AK

Snow Pile Removal Only

- 4320 Diplomacy Drive, Anchorage, AK
- 4450 Diplomacy Drive, Anchorage, AK
- 4341 Tudor Centre Drive, Anchorage, AK
- 4201 Tudor Centre Drive, Anchorage, AK
- 4175 Tudor Centre Drive, Anchorage, AK
- 4145 Tudor Centre Drive, Anchorage, AK
- 4160 Tudor Centre Drive, Anchorage, AK
- 4501 Diplomacy Drive, Anchorage, AK
- 4085 Tudor Centre, Anchorage, AK
- 4441 Diplomacy Drive, Anchorage, AK

2.2 Contract Period

SCF intends to establish a contract for a snow removal services at each location for a period of an initial term of (1) one-year, with (3) three optional renewal periods of one year each, as approved by SCF for a total of (4) four possible years. Initial term is anticipated to begin October 1, 2023.

2.3 Bidder Registration

Proposers must register with the SCF Contract Administrator by emailing SCFContracts@southcentralfoundation.com **no later August 31, 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 question/comment responses, etc. SCF will not be providing updated information via email.

2.4 SCF Contact Person

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

SCF Contracts Department

7033 East Tudor Road

Anchorage, AK 99507

Attention: Kate Lynch

Email: SCFContracts@southcentralfoundation.com

Phone: 907-729-3007

Section 3, Request for Proposal Details

3.1 RFP Schedule

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

RFP Release Date	August 18, 2023
Deadline to Register	August 31, 2023
Pre-Bid Meeting	September 6, 2023 at 8:30AM AKST
Deadline to Submit Additional Questions	September 7 by 3PM AKST
Proposal Due Date	September 13, 2023 by 3PM AKST
Issue Notice of Award	Monday, September 18, 2023
Service Start Date	October 1, 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 Bidders must have a valid Alaska Business License prior to award of contract.

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

3.4 Conflict of Interest and Restrictions

If Bidder, Bidder's employee, subcontractor, or any individual providing services under contract to SCF has a possible conflict of interest affecting the objectivity, analysis, and/or performance under contract, the Bidder is required to submit details in writing to SCF within (10) ten days of issuance of this RFP: SCF will determine if the conflict is significant and material and if so, may notify the Bidder in writing of elimination from the RFP process.

3.5 Addendum to the RFP and Right to Award

SCF reserves the right to issue a written addendums to revise or clarify the RFP, respond to questions, and/or extend or shorten the due date of the proposals.

SCF reserves the right to not award or cancel the award of the contract to a Bidder who will not agree to all of the provisions and terms and conditions as contained within this RFP.

3.6 Pre-Bid Meeting and Site Visits

There may be an opportunity for prospective Bidders to meet with SCF staff for a question and answer session; time and place will be announced to registered bidders. Participation in this meeting is not mandatory.

3.7 Cancellation of the RFP

SCF retains the right to cancel the RFP process if it is in SCF's best interest. SCF will not be responsible for costs incurred by Bidders for proposal preparation.

3.8 Contract Negotiations

This RFP does not obligate SCF or the selected Bidder until a contract is signed and approved by both parties. Upon completion of the evaluation process, contract negotiations may commence. If the selected Bidder fails to provide necessary information for negotiations in a timely manner and/or, negotiate in good faith, SCF may terminate the award of the contract. SCF will not be responsible for costs incurred by the Bidder resulting from contract negotiations.

SCF reserves the right to include additional terms and conditions during contract negotiations. However, these terms and conditions must be within the scope of the original RFP and will be limited to price, clarification, definition, administrative, and legal requirements.

3.9 Performance Bonds and Surety Deposits

SCF will not require a Performance Bond or Surety Deposit.

Section 4, Instructions for Bidders

4.1 Bidder's Review and Substantive Questions

Bidders should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Bidders may submit these comments and/or questions in writing to SCF's contact person in accordance with the RFP schedule. This will allow time for written response, clarification, or an addendum to the RFP to be issued, if required, to all registered bidders.

Bidders may not rely upon verbal responses made by any SCF employees or any representatives of SCF except for the SCF Contract Specialist or their designee.

Bidders making contact with any other SCF employee regarding this RFP may be disqualified. Bidders have no claim against SCF for failure to obtain information made available by SCF and are solely responsible for conducting their own research, due diligence, or other work necessary for the preparation of proposals, negotiation of agreements, or delivery of services pursuant to any agreement.

4.2 Filing a Protest

A Bidder may protest the award of a contract or the proposed award of a contract. The protest must be filed in writing, addressed to the SCF purchasing agent, 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 Purchasing Agent within (5) five business days of Notice of Award date, as provided in Section 3.1 of this RFP. Only bidders that submitted a valid proposal may file a protest.

4.3 Proposal Content

- A. SCF requests Bidders submit (1) one proposal consisting of Bidder's detailed plan for professional services.
- B. The proposal must be addressed with a scope of work and compensation provided, as required by Section 5.1 (see details for requirements of Bid Section 6).
- C. Bidders may not bid on more than (1) one request.

4.4 Other RFP or Proposal Requirements

- A. A proposal's content will not be disclosed to other Bidders.
- B. All proposals and other material submitted become the property of SCF.
- C. SCF assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
- D. SCF discourages excessive or costly proposals. All costs incurred by Bidders in preparing and submitting a proposal are the Bidder's responsibility and shall not be charged to SCF or reflected as an expense of the resulting contract.
- E. It is the responsibility of the Bidder to indicate within their proposal the applicability and compliance of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
- F. If all bids are over SCF's allotted budget for the project; SCF reserves the right to reduce the scope of the project as needed to fit the budget.
- G. In the event that only one bid is received, SCF reserves the right to restructure the bid and/or extend the due date of proposals.

4.5 Proposal Submission

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

The subject line should read, “SCF23-1106 – Snow Removal Services Proposal”.

4.6 Proposal Withdrawal and Correction

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

Section 5, Format for Proposals

5.1 Proposal Content and Format

The proposals should be compiled in a professional manner, organized in accordance with this section, with page numbers 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. 11pt minimum font, Arial – all pages; document should be “portrait” orientation format.

Bidders are required to submit an electronic copy of their proposal. A hardcopy will be accepted, but is not preferred, and may be delivered to the address in Section 2.4.

Bid Section 1, Title Page

The title page should be on Bidder letterhead. It should contain the name and identification number of this RFP and identify the name, title, company, mailing address, phone numbers and email address of the person(s) authorized to commit the Bidder to contractual arrangement with SCF. This person(s) will be the Bidder’s authorized contact for all communication. Bidder may also identify an alternate contact person in case the authorized contact is unavailable.

Bid Section 2, Table of Contents

The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.

Bid Section 3, Introduction

Brief introductions include the following:

- A. Bidder’s name and address.
- B. A statement indicating that all information in the proposal is accurate, truthful, and factual; certifying that personnel and resources proposed will be made available to fulfill duties and obligations of the contract, if awarded.
- C. State the proposal and submitted prices shall be valid for at least (45) forty-five days from proposal submission deadline until any awarded contract is established and signed.

Bid Section 4, Qualifications

Qualifications may include the following but are not limited to:

- A. State qualifications and ability to provide services to SCF, which may include, but are not limited to:
 - a. Previous experience, length of time Bidder has been providing snow removal services.
 - b. Provide a detailed list of personnel and their training and skill in the safe practices services, specifically at SCF.
 - c. Length of time employees have been employed by the Bidder, and any special qualifications employees may have.
 - d. Snow removal routes or schedules that demonstrate planned response to SCF’s call-out.
- B. Provide a brief statement outlining the subcontractors, if any, Bidder intends to use in performing snow removal services.
- C. Provide (3) three references to include; name, contact information, contract period and estimated size of snow removal areas.
- D. Provide a brief statement to support a compensation or rate proposal.
- E. Provide statement addressing how Bidder will respond or address any delay in services that might occur, such as inability to respond timely, equipment or vehicle (s) malfunction, or personnel available, or any other situations that interferes with Contractor’s ability to perform work.

Bid Section 5, License / Insurance Requirements

Insurance requirements include the following:

- A. Business license or any other licenses and/or registrations as required by this RFP,
- B. Insurance certificate,
- C. Proof of professional licenses, vehicle registration or licensing, as applicable or required by law.

Bid Section 6, Compensation and Scope of Work

- A. Bidders will include a scope of work and detailed proposal provided as Exhibit A.
- B. Compensation or rate information shall be populated on the Cost Proposal Schedule provided as Exhibit B.
- C. Bidder's scope of work should address the following requirements as applicable to the nature of the location and services provided. Below are a couple of examples.

Section 6, Selection Process

6.1 RFP Compliance

Prior to evaluation, each proposal will be reviewed to determine whether or not it is compliant with RFP requirements. Noncompliant proposals will not be evaluated. Factors that may result in a proposal being declared noncompliant are:

- a. Not providing evidence of meeting minimum requirements.
- b. Substantial and material conflicts of interest that were not declared.
- c. Substantial and material noncompliance to requirements of RFP section on format for proposals.
- d. Insufficient information regarding scope of work or compensation.

6.2 Evaluation Process

An evaluation committee consisting of (3) three SCF employees will independently evaluate proposal compliance and content.

Bid evaluation will be based on (5) five criteria and point values and will be documented by recording a final score calculated as the average score of the three committee members' individual point value totals.

6.3 Evaluation Criteria and Point Value

	Evaluation Criteria	Point Value	Details
1	Format and Presentation	5	Evaluation of proposal compliance and format.
2	Qualifications: Experience and Competence	25	Evaluation of qualifications and provided references Specialized experience and technical competence of the Bidder, including key personnel experienced In snow removal services. Provide information on the resources available to Bidder's team, which indicate Bidder's capability to complete snow removal in a timely manner.
3	Past Performance	30	Past experience, specifically quality of work, and compliance with performance schedules and cost schedules.
4	Price Proposal	35	Evaluation of pricing provided for in Bidder's proposal, as provided in Exhibit B, Cost Proposal Schedule.
5	Alaska Native/American Indian Preference	5	Evaluation of Bidder's AN/AI qualifications.
	Total Point Value – 100		

Table 3, Evaluation Criteria and Point Value

6.4 Discussions

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

6.5 Presentations

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

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

6.6 Notice of Award

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

Section 7, Standard Contract Terms

7.1 Introduction

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

7.2 Compensation

Payment to Contractor will not exceed the amount awarded in the contract.

- A. Change orders and work orders may be approved by SCF at specified hourly rates.
- B. Additional services performed by the Contractor that are not specifically provided for in an Agreement will be not compensated; nor may the Contractor perform any services not covered by the Agreement unless the services are specifically approved in writing by the SCF Program Manager or another authorized SCF agent.
- C. All invoices should include a brief description of the work completed (e.g. dates, number of hours, location services performed, applicable SCF program and the applicable SCF account line item number). Invoices shall be submitted with the SCF contract number.
- D. Contractor must submit monthly invoices to SCF via email to scfappillar@scf.cc or mail Southcentral Foundation, ATTN: Accounts Payable, 7033 E. Tudor Rd., Anchorage, AK 99507.
- E. Payment is due (30) thirty days after receipt of an invoice by SCF.

7.3 Termination

Either Party may terminate an Agreement, in whole or in part, for cause, at any time by written notice of the terminating Party to the other Party.

7.4 Status of Independent Contractor

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

7.5 Insurance Requirements

Contractor shall purchase and maintain in force at all times during the performance of services under an Agreement the following policies of insurance, unless expressly waived below by SCF in writing. Where specific limits are shown, it is understood they will be the minimum acceptable limits. If the Contractor's policy contains higher limits, SCF will be entitled coverage to the extent of such higher limits. Certificates of Insurance and the attachments of Additional Insured Endorsements and Transfer of the Waiver of Rights Endorsements must be furnished to the SCF Contract Administrator prior to beginning work. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

1. *Commercial General Liability Insurance:* Contractor shall provide Commercial General Liability Insurance with coverage limits not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence and \$2,000,000 Combined Single Limit of Bodily Injury and Property Damage Aggregate. Coverage is to be on a standard ISO version commercial general liability policy form, or its equivalent, providing coverage for premises-operations liability, products-completed

operations liability, personal and advertising injury liability, and contractual liability including independent contractors.

2. *Workers' Compensation Insurance:* The Contractor must maintain Workers Compensation and Employers Liability Insurance for his own employees in the amount required under Statutory Limits for those states in which employees are working and Employers Liability Insurance as required by state and federal statutes. The employer's Liability Insurance shall not be less than \$1,000,000 per bodily Injury per accident, \$1,000,000 bodily injury by disease per employee and \$1,000,000 bodily injury by disease policy limit. The Contractor will also be responsible for insuring that any subcontractors who directly or indirectly provide services under this contract maintain Workers' Compensation Insurance in the amount required under Statutory Limits.
3. *Commercial Auto Liability Insurance:* Contractor shall maintain a commercial automobile liability insurance policy covering all owned, hired, and non-owned vehicles to be used or in connection with the Contractor, with coverage limits not less than \$1,000,000 per person/\$1,000,000 per occurrence combined single limit bodily injury and property damage.
5. *Subcontracting Requirements:* The Contractor is required to have prior approval by SCF before using any subcontractor. SCF may, in its sole discretion, withhold its approval for any reason or for no reason. Additionally, Contractor will be responsible for ensuring that its subcontractors comply with the same insurance provision as required herein as required by Alaska law during the course of its subcontractors' operations. Contractor shall provide copies of all subcontractors' certificates of insurance and endorsements to SCF prior to any subcontractor commencing work.

7.6 Compliance with Legal Obligations and SCF Code of Conduct

Contractor agrees to comply with all federal, state and local laws; ethical, environmental or safety business standards; and any underlying agreement or grant provisions to which SCF is subject. Contractor shall ensure that the provision of services and/or expenditure of funds under this Agreement do not violate any laws, business standards, or underlying agreement or grants. Contractor shall be responsible for any damage or injury not caused by SCF as a result of Contractor's, or any subcontractor's or their employees', servants,' or agents' failure to comply with any law, applicable business standard or underlying agreement or grant. Furthermore, Contractor has been supplied with a copy of SCF's Code of Conduct and agrees to comply with its provisions and to complete SCF compliance training if necessary.

7.7 Monitoring

SCF may establish a schedule for periodic review of Contractor's performance. Review may be at least once a year, or as frequently as SCF determines necessary.

7.8 Lobbying

The undersigned representative of Contractor certifies, to the best of his/her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, or cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.9 Exclusion and Debarment

Each Party represents and warrants that no adverse action by the federal government that will or may result in mandatory or permissive exclusion from a federal healthcare program pursuant to 42 U.S.C. §1320a-7 has occurred or is pending or threatened against it, its principals, its affiliates, or to the best of its knowledge, against any of its employees, agents or subcontractors providing services under this Agreement. Each Party additionally represents and warrants that neither it, its principals, its affiliates, and to the best of its knowledge, its employees, its agents, nor its subcontractors providing services under this Agreement are suspended, debarred, or otherwise determined to be ineligible for award of contract, grant or cooperative agreement by any federal, state, or other governmental body.

Each Party shall immediately provide written notice to the other Party of (1) its receipt of a notice of an adverse action by the federal government against any of the individuals or entities specified above that will or may result in mandatory or permissive exclusion from a federal healthcare program pursuant to 42 U.S.C. §1320a-7, (2) the date of any adjudication or determination that any of the individuals or entities specified above has committed any action that would subject it/them to mandatory or permissive exclusion under 42 U.S.C. §1320a-7, or (3) a notice of an adverse action by a governmental body against any of the individuals or entities specified above that will or may result in a determination of ineligibility for award of contract, grant or cooperative agreement. In the event either Party fails to provide the other Party with such written notice, or it is discovered that either Party's representations contained herein are false, the other Party has the right to immediately terminate this Agreement.

7.10 Successors, Assignment or Delegation

This Agreement may not be assigned or subcontracted or otherwise transferred by Contractor without the prior written consent of SCF, which SCF may withhold for any reason or for no reason, in its sole and absolute discretion, and any assignment or other transfer in violation hereof shall be null and void and of no force or effect. If SCF consents to an assignment or subcontract of all or any portion of this Agreement, Contractor warrants to SCF that the assignee or subcontractor shall execute a written instrument agreeing to be bound by all of the terms and conditions of this Agreement, that Contractor shall provide SCF with a copy of the written agreement, and that any such assignment or subcontract shall not relieve the Contractor from any obligations hereunder. Contractor further agrees that Contractor shall guarantee the performance of any assignee or subcontractor hereunder. Without limiting the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and permitted assigns, if any.

7.11 Nondiscrimination

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or "qualified individual with a disability status."

7.12 Governing Law, Venue and Jurisdiction

Any Agreement will be governed, construed and enforced in accordance with the laws of the State of Alaska and the United States of America. All parties expressly agree that should litigation or any legal proceeding be necessary under this Agreement, the same will be commenced exclusively in Alaska Superior Court, Third Judicial District at Anchorage or in the United States District Court for the District of Alaska.

7.13 Audit and Examination of Records

Contractor agrees to maintain and make available for review by SCF all books, records, documents and other evidence pertaining to costs and expenses of an Agreement for examination and audit by SCF for a period of (6) six years from and after the termination of this Contract. SCF shall have the right to make copies of documents audited and such copies will become the confidential property of SCF.

7.14 Media Contact

Contractor, its employees, agents, and subcontractors shall not contact any member of the print or electronic media as a representative of SCF without the prior written approval of the President/CEO of SCF. If any member of the print or electronic media contacts the Contractor asking for information, the Contractor will refuse to comment and will refer the inquiry to SCF's Office of Public Relations. Further, Contractor will not use SCF's name in any advertising, publications, promotional materials or publicity release concerning any Agreement or the services performed under it.

EXHIBIT A: Scope of Work

General Specifications

1. Snow Removal on Parking Lots

- a. Parking lots, driveways, loading docks, and dumpster areas will be plowed on a daily basis upon accumulation of 2 inches or more. Snow will be piled in pre-determined locations designated by the owner's representative.
- b. Contractor will NOT pile snow onto landscaped areas.

2. Snow Removal on Sidewalks

- a. Sidewalks will be cleared on a daily basis and from edge to edge upon accumulation of 2 inches or more.
- b. Contractor shall spread ice melt onto the sidewalks to keep the area free from snow and ice accumulation.

3. Snow Pile Removal

- a. Southcentral Foundation may request contractor remove snow piles and dispose at either Contractor's own Municipality of Anchorage (MOA) approved snow storage site or other MOA approved snow dump location.
 - b. Removal of snow piles will occur only between the hours of 8PM and 6AM.
 - c. Contractor to remove snow piles within 5 business days of request by Southcentral Foundation.
 - 4. Contractor shall make every effort to minimize damage to Southcentral Foundation property, including curbs, sidewalks, landscaping, etc. Contractor, at its expense, will arrange repair and or replacement of any damages caused by Contractor or its equipment as soon as reasonably possible.
5. Contractor is responsible for all manpower experienced with snow removal operations, equipment fit for duty, and materials needed to support the operation.
- a. All snow hauling equipment must meet DOT safety standards.
 - b. All operators must comply with Federal and State commercial vehicle safety standards.
 - c. All operators must have appropriate licensing.
6. Contractor to provide point of contact information for SCF staff and/or management, both during business and after hours, such as a 24-hour operation call center, available weekends and holidays.
7. All snow removal must be completed between the hours of 8PM and 6AM, Monday through Saturday, unless specifically requested otherwise. Contractor may perform services any time during SCF-observed holidays and on Sundays (excluding the property at 6901 E Tudor Road).
- a. Contractor will make all reasonable efforts to communicate to the appropriate SCF personnel when the Contractor starts work.
 - b. Contractor will dispose of snow at Municipality of Anchorage approved snow dumps only.
 - c. Agrees to comply with SCF's commitment to a Tobacco Free Campus.

- d. Contract shall notify SCF Facilities Staff of any impediments to snow removal, including vehicles blocking access.

Snow Removal on Parking Lots and Sidewalks Including Removal of Snow Piles	
Location Code	Building Address
A-1	999 E Tudor Road, Anchorage, AK
A-2	225 Eagle Street, Anchorage, AK
A-3	400 W Benson, Anchorage, AK
A-4	4330 Elmore Road, Anchorage, AK
A-5	4000 San Ernesto Avenue, Anchorage, AK
A-6	4130 San Ernesto Avenue, Anchorage, AK
A-7	6901 E. Tudor Road, Anchorage, AK
A-8	7033 E. Tudor Road, Anchorage, AK
A-9	6130 Tuttle Place, Anchorage, AK
A-10	6160 Tuttle Place, Anchorage, AK
A-11	4000 Laurel Street, Anchorage, AK
A-12	3146 E 46 th Ave., Anchorage, AK
A-13	3606 Rhone Circle, Anchorage, AK
Snow Pile Removal Only	
Location Code	Building Address
A-14	4320 Diplomacy Drive, Anchorage, AK
A-15	4450 Diplomacy Drive, Anchorage, AK
A-16	4341 Tudor Centre Drive, Anchorage, AK
A-17	4201 Tudor Centre Drive, Anchorage, AK
A-18	4175 Tudor Centre Drive, Anchorage, AK
A-19	4145 Tudor Centre Drive, Anchorage, AK
A-20	4160 Tudor Centre Drive, Anchorage, AK
A-21	4501 Tudor Centre Drive, Anchorage, AK
A-22	4085 Tudor Centre Drive, Anchorage, AK
A-23	4441 Diplomacy Drive, Anchorage, AK

SCF may award individual contracts for each location, a contract to a Bidder for more than one building, or one contract for all buildings.

EXHIBIT B: Proposal Offer and Signature Page

RFP Number: SCF23-1106
RFP Name: Snow Removal Services
Proposal Due Date: September 13, 2023 by 3 PM AKST

CONTRACTORS MUST COMPLETE THE SECTION BELOW

Building	Snow Accumulation of 2-4 Inches	Snow Accumulation of 4-6 Inches	Snow Accumulation of 6 Inches	Cost Per Ton for Snow Removal and Disposal (including labor, equipment, snow dump fees)
A-1				
A-2				
A-3				
A-4				
A-5				
A-6				
A-7				
A-8				
A-9				
A-10				
A-11				
A-12				
A-13				

Building	Cost Per Ton for Snow Removal and Disposal (including labor, equipment, snow dump fees)
A-14	
A-15	
A-16	

A-17	
A-18	
A-19	
A-20	
A-21	
A-22	
A-23	

Ad-Hoc Services Billed at per Professional Services Hourly rate of: \$ _____
(Per services as authorized by SCF)

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

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

Company Name: _____

Contact Name: _____

Email: _____

<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
----------------	-------------	--------------	-----------------

Phone: _____

Date: _____

Authorized Signature: _____

EXHIBIT C: Sample Professional Services Contract

**PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
SOUTHCENTRAL FOUNDATION AND [TYPE ENTITY NAME HERE]**

This Professional Services Contract (the “Agreement”) is made and entered into on **Month, Day, YEAR** (the “Effective Date”), by and between **Name of Contractor, Address** (hereinafter referred to as “Contractor”) and Southcentral Foundation, 4501 Diplomacy Drive, Anchorage, Alaska 99508 (hereinafter referred to as “SCF”) the tribal organization designated by Cook Inlet Region, Inc. to provide healthcare services to Alaska Native and American Indian beneficiaries of the Indian Health Service pursuant to P.L. 93-638, as amended, the Indian Self Determination and Education Assistance Act, and Section 325 of P.L. 105-83.

The purpose of this Agreement is to **insert purpose here.**

1. Scope of Services

- a. Contractor shall
- b. SCF shall....

2. Term

The term of this Agreement shall commence on the Effective Date and shall continue **for one year**. This Agreement may be extended by mutual written agreement of both parties, contingent upon continued funding.

3. Compensation

- a. Payment to Contractor shall not exceed **(amount)**.
- b. Additional services performed by Contractor that are not specifically provided for in this Agreement will be not compensated; nor may Contractor perform any services not covered by the Agreement unless the services are specifically approved in writing by the SCF Program Manager or another authorized SCF agent.
- c. All invoices should include a brief description of the work completed (e.g. dates, number of hours, location services performed, applicable SCF program) and SCF Contract Number: **_____**.
- d. Contractor shall email invoice to: scfappillar@scf.cc or mail Southcentral Foundation, ATTN: Accounts Payable, 7033 E. Tudor Rd., Anchorage, AK 99507.

4. Termination

- a. Either party may terminate this Agreement, in whole or in part, for cause, at any time by written notice of the terminating party to the other party. Either party may terminate this Agreement, in whole or in part, without cause, by 30 day written notice of the terminating party to the other party. Notice of termination will be sent by certified mail. If hand delivered, then the delivery of the notice of the termination shall be evidenced by a signed and dated receipt. The obligation to pay monies due under this Agreement for service provided prior to the termination if any, shall survive termination.

- b. Upon termination, Contractor shall immediately deliver to SCF all documentation including, without limitation, medical, dental or behavioral health charts; x-rays; drawings; specifications; calculations; notes; files; and computer data relating to the services performed hereunder. All such documents will be the exclusive property of SCF and SCF may use such documents as it may choose, including for completion of the work assigned hereunder by it or other contractors. Failure to deliver the above-referenced documents shall be cause for SCF to withhold all payments due Contractor.

5. Status of Independent Contractor

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

6. Liability

Contractor shall not do, nor permit anything to be done, which in any manner shall subject SCF to any liability as a result of this Agreement. Contractor shall be solely responsible for the supervision, acts and omissions of its employees, subcontractors, if any, and agents.

7. Federal Tort Claims Act

All claims for damages by any person alleged to have been caused while carrying out this Agreement shall be governed by the terms of and to the extent provided by Public Law 101-512 and the Federal Tort Claims Act, 28 U.S.C. 2671-2680, as implemented, and such claims will be made in accordance with 28 C.F.R. Part 14 and related law.

8. Indemnity

Notwithstanding Section 7, Federal Tort Claims Act, each party (as the "Indemnifying Party") will indemnify, hold harmless, and defend the other party (as the "Indemnified Party"), including its officers, directors, employees, agents, and subcontractors, if any, from and against any and all liability, including but not limited to fines, penalties, settlements, judgments, awards, attorney's fees, and costs and expenses, for all actions, claims, damages, losses, and expenses arising directly or indirectly as a result of any strict liability, error, omission, or negligent act or willful misconduct of the Indemnifying Party, its assignee, subcontractor, or anyone directly or indirectly employed by it or them in the performance of this Agreement, except for any claims or damages caused solely as a result of the willful misconduct of the Indemnified Party. Any claims, damages, liability, losses and expenses arising out of or resulting from or sustained in connection with the performance of work, under this Agreement, that are the result of the negligence or willful misconduct of both parties, will be apportioned on a comparative fault basis. This provision shall survive the termination of this Agreement with respect to acts or omissions that occurred prior to termination and shall be in effect during all applicable statutes of limitations.

9. Insurance Requirements

See Appendix A attached hereto.

10. Compliance with Legal Obligations and SCF Code of Conduct

Contractor agrees to comply with all federal, state and local laws; ethical, environmental or safety business standards; and any underlying agreement or grant provisions to which SCF is subject. Contractor shall ensure that the provision of services and/or expenditure of funds under this Agreement do not violate any laws, business standards, or underlying agreement or grants. Contractor shall be responsible for any damage or injury not caused by SCF as a result of Contractor's, or any subcontractor's or their employees', servants', or agents' failure to comply with any law, applicable business standard, or underlying agreement or grant. Furthermore, Contractor has been supplied with a copy of SCF's Code of Conduct and agrees to comply with its provisions and to complete SCF compliance training if necessary.

11. Confidentiality

- a. Contractor and SCF shall protect the Proprietary Information of the other and shall keep all such Proprietary Information confidential. Proprietary Information shall be disclosed only on a need- to-know basis. "Proprietary Information" means non-public information of competitive or commercial value to the Discloser; and personal or medical information regarding the Discloser's employees, customers, patients and staff, which either: (i) the Discloser has designated as confidential (by legend or other reasonable means); or (ii) a reasonable person would recognize as confidential or proprietary in nature. Any disclosures made by SCF to Contractor are made in reliance on this Section and Contractor's agreement to maintain confidentiality. Contractor acknowledges that certain information that may be disclosed to it by SCF may be subject to special disclosure limitations under federal, state or local law, and Contractor expressly agrees to comply in all respects with any such laws. Contractor shall be responsible for any breach by its employees or subcontractors of this Section.
- b. All medical information and/or data concerning specific patients (including but not limited to, the identity of the patients), derived from or obtained during the course of the services under this Agreement, shall be treated by Contractor as confidential so as to comply with all applicable local, state and federal laws regarding the confidentiality of patient records and the privacy, security, and administration of health information. Such medical information and/or data shall not be released, disclosed or published to any party other than as required or permitted under applicable laws. Such applicable laws include, but are not limited to, the Federal Privacy Act, 5 U.S.C. §552a(b); the Public Health Service Act, 42 CFR Part 2; and the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA"), 42 U.S.C. § 1171 et seq. and regulations issued under it. This provision shall survive the termination or expiration of this Agreement.
- c. All obligations of Contractor regarding confidentiality and disclosure of information contained in this Agreement shall survive the termination of this Agreement and remain binding upon Contractor and its successors and assigns.

12. HIPAA Compliance

- a. Contractor and SCF shall carry out their obligations under this Agreement so as to (i) ensure that the provision of services contemplated therein complies with all applicable laws and regulations, including privacy regulations now in effect pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended ("HIPAA") to protect the privacy of any individually identifiable patient information ("Protected Health Information") that is learned as a result of the services provided pursuant to the Agreement, and (ii) implement any changes required during the term of the Agreement which are necessary to adapt the services to comply with any future applicable laws or regulations, including,

without limitation, additional privacy and security requirements promulgated under HIPAA and other applicable State and Federal laws and regulations.

- b. Contractor and SCF agree that they will (i) not use or further disclose Protected Health Information obtained or accessible by it as a result of its performance under the Agreement other than as permitted or required thereunder or by law, (ii) use appropriate safeguards to prevent use or disclosure of such Protected Health Information except as permitted by the Agreement, (iii) report to the other party any use or disclosure of Protected Health Information not provided for in the Agreement of which it becomes aware and mitigate, to the extent practicable, any harmful effect of such use or disclosure, (iv) ensure that any agents, including subcontractors, to whom it provides Protected Health Information, or who have access to Protected Health Information, agree to the same restrictions and conditions that apply to Contractor with respect to such Protected Health Information, (v) make available Protected Health Information to the individual who has a right of access under State and/or Federal law or regulation, (vi) make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information, (vii) make available the information required to provide an accounting of disclosures, (viii) make its internal practices, books and records relating to the use and disclosure of Protected Health Information received or obtained from the other party, or created or received by Contractor available to the Secretary of HHS for determining Provider's compliance with Federal regulations, and (ix) unless prohibited by law, at the termination of the Agreement, return or destroy all Protected Health Information received from, or created on behalf of, the other party to the Agreement.
- c. In the event that Contractor or SCF breaches any of the above provisions, or declines to implement any changes that are required or reasonably requested to ensure compliance with such laws and regulations, the non-breaching party may immediately terminate the Agreement with notice of termination to the breaching party.

13. Notices

All notices and other required communications (“Notices”) shall be sent to the addresses set forth below. All Notices shall be given by (a) personal delivery with written acknowledgement of receipt, or (b) by registered or certified mail, return receipt requested, or (c) by courier service. All Notices shall be effective and shall be deemed delivered on the next business day after actual receipt. Either party may change its address for Notice from time to time by so notifying the other in accordance with this provision. All Notices and other required communication to the parties shall be addressed respectively as follows:

Southcentral Foundation

Attn: Maude Blair, Senior Corporate Counsel
4501 Diplomacy Drive, Suite 200
Anchorage, Alaska 99508
Tel: (907) 729-4955

[Insert Contractor Name]

[Insert Signing Authority's Name] – [Title]

[Address]

CITY STATE ZIP

Tel: (area) 000-0000

14. Amendment/Modification

This Agreement may be amended by mutual written consent of both parties to be attached hereto and incorporated herein, and executed by Contractor and the SCF President/CEO. SCF at its discretion may

amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for any other reason. If such amendments result in a change in the funding, the scope of service or schedule, or the activities to be undertaken as a part of this Agreement, such modification will be incorporated only by written amendment executed by both the SCF President/CEO and Contractor.

15. Monitoring

SCF may establish a schedule for periodic review of Contractor's performance. Review may be at least once a year, or as frequently as SCF determines necessary.

16. Lobbying

The undersigned representative of Contractor certifies, to the best of his/her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, or cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

17. 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.

18. Nondiscrimination

Except as provided in Section 19, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or "qualified individual with a disability status".

19. Alaska Native/American Indian Preference In Employment and Training

Pursuant to Section 7(B) of P.L. 93-638, 25 U.S.C. §5307(b), the Indian Self-Determination and Education Assistance Act, Contractor shall give preference in all phases of employment and training for all work performed under this Agreement to qualified Alaska Natives and/or American Indians regardless of age, marital status, religion, sex, or "qualified individual disability status," to the extent authorized by prevailing law or SCF's Compact with the U.S. Indian Health Service.

20. Risk Management and Incident Reporting Cooperation

The parties agree to cooperate with each other's reasonable risk management and quality assurance activities, to the extent applicable to the services provided under this Agreement. Should a party become aware of an incident or claim which may give rise to a claim under any applicable professional liability policy of insurance; the party shall notify the other party within a reasonably prompt time after becoming aware of the incident or claim. The obligations of this provision shall survive termination of this Agreement.

21. Terms of Underlying Agreement or Grant

This Agreement may be subject to an underlying Agreement or Grant ("The Underlying Agreement or Grant"). The terms and conditions imposed upon SCF in an Underlying Agreement or Grant are applicable to and binding upon Contractor. A copy, if applicable, of the Underlying Agreement or Grant is available for Contractor's review at SCF's place of business. In the event of a conflict between the terms and conditions of this Agreement and an Underlying Agreement or Grant the terms of an Underlying Agreement or Grant shall control.

22. Criminal Background Investigation

Contractor and any individual employed by Contractor providing services under this Agreement shall be subject to SCF's background check policy and procedure. Contractor and any individual employed by Contractor providing services under this Agreement shall be screened for listing as an "Excluded Person/Party" on the Federal System for Award Management and shall also undergo a criminal history screen to ensure that they meet the criminal history standards set forth in all applicable local, state and federal laws including, but not limited to, the Social Security Act, 42 U.S.C § 1320a-7; the Indian Child Protection and Family Violence Prevention Act, 25 U.S.C. § 3201 et seq., the Crime Control Act of 1990, 42 U.S.C. Sec.13041 et seq.; and the Alaska Criminal History and Barrier Crimes Statutes and Regulations, AS 47.05.300 et seq.; 7 AAC 10.

Prior to providing services under this Agreement, Contractor and any individual employed by Contractor providing services under this Agreement shall submit to any necessary criminal background investigation. SCF may perform such investigation and may invoice Contractor for the costs of fingerprinting (if necessary) and applicable criminal history screening. If Contractor and/or any individual employed by Contractor providing services under this Agreement do not meet SCF's criminal history requirements, SCF will provide written notice to Contractor and this Agreement may be terminated immediately.

During the term of this Agreement, Contractor shall immediately provide to SCF written notice of any arrests, charges, convictions, or any other criminal legal action taken against Contractor and/or any individual employed by Contractor providing services under this Agreement. SCF may terminate this Agreement immediately if Contractor fails to provide to SCF written notice of such criminal legal action.

23. General Provisions

- a. **Governing Law, Venue, and Jurisdiction.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Alaska and the United States of America. All parties expressly agree that should litigation or any legal proceeding be necessary under this Agreement, the same shall be commenced exclusively in Alaska Superior Court, Third Judicial District at Anchorage or in the United States District Court for the District of Alaska.
- b. **Legal Construction/Severability.** This Agreement has been negotiated by the parties and their respective legal counsel, if any, and the parties intend and agree that the rule of construction that a document is construed against the drafting party shall not apply to this Agreement. In case any provision of this Agreement is found by a court of law to be invalid, unenforceable, or in violation of law, this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein and all remaining provisions of this Agreement shall continue to be valid and binding upon the parties.
- c. **Ownership of Materials.** All data, materials and documents developed or produced as deliverables under this Agreement (e.g., original computer disks, hard copies of information stored on computer disks, pamphlets, brochures, media releases, video including copyrights, etc.) will automatically become the property of SCF and remain the property of SCF without further compensation to Contractor. Any and all such materials and documents must be submitted to SCF upon expiration or termination of this Agreement. Contractor expressly agrees to ensure that this provision is included in any subcontract of services hereunder. If applicable, Contractor agrees to sign the copyright agreement attached hereto and incorporated herein. Notwithstanding anything else in this Section, Contractor shall retain ownership of templates used in the creation of the work product and components or modules of the work product which provide business or technical information or utility not unique to SCF's business. To the extent that Contractor's templates, skills, or knowledge are embedded in any work product or deliverable provided to SCF, Contractor grants SCF a perpetual, royalty-free, non-transferable limited license to use such templates, skills or knowledge in the ordinary course of its business as a provider of healthcare services.
- d. **Audit and Examination of Records.** Contractor agrees to maintain and make available for review by SCF all books, records, documents and other evidence pertaining to costs and expenses of this Agreement for examination and audit by SCF for a period of seven (7) years from and after the termination of this Contract. SCF shall have the right to make copies of documents audited and such copies will become the confidential property of SCF.
- e. **Media Contact.** Contractor, its employees, agents, and subcontractors shall not contact any member of the print or electronic media as a representative of SCF without the prior written approval of the President/CEO of SCF. If any member of the print or electronic media contacts Contractor asking for information, Contractor will refuse to comment and will refer the inquiry to SCF's Office of Public Relations. Further, Contractor will not use SCF's name in any advertising, publications, promotional materials or publicity release concerning this Agreement or the services performed under it.

- f. Entire Agreement.** This Agreement represents the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous, express or implied, written or oral agreements, representations and conditions between the parties with respect thereto.
- g. Captions.** Titles or captions contained herein are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of the Agreement or any provision thereof.
- h. Successors, Assignment or Delegation.** This Agreement may not be assigned or subcontracted or otherwise transferred by Contractor without the prior written consent of SCF, which SCF may withhold for any reason or for no reason, in its sole and absolute discretion, and any assignment or other transfer in violation hereof shall be null and void and of no force or effect. If SCF consents to an assignment or subcontract of all or any portion of this Agreement, Contractor warrants to SCF that the assignee or subcontractor shall execute a written instrument agreeing to be bound by all of the terms and conditions of this Agreement, that Contractor shall provide SCF with a copy of the written agreement, and that any such assignment or subcontract shall not relieve Contractor from any obligations hereunder. Contractor further agrees that Contractor shall guarantee the performance of any assignee or subcontractor hereunder. Without limiting the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and permitted assigns, if any.
- i. No Third Party Beneficiaries/Partnership.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this Agreement. Nothing in this Agreement shall be intended or deemed to create a partnership, joint venture, association, or other similar relationship between the parties hereto.
- j. Waiver.** No provision of this Agreement may be waived unless agreed to by SCF in writing. No delay on the part of SCF in the exercise of any right, power, or remedy shall operate as a waiver thereof; nor shall any single or partial exercise by SCF of any right, power, or remedy preclude other or further exercise thereof, or the exercise of any other right, power, or remedy. All rights, powers and remedies shall be cumulative.
- k. Legal Expenses.** If either party to this Agreement brings suit or otherwise becomes involved in any legal proceedings seeking to enforce the terms of this Agreement, or to recover damages for breach, the prevailing party shall be entitled to recover its full reasonable cost and expenses (including fees of attorneys, expert witnesses, accountants, court reporters and others) incurred in connection therewith including all such reasonable cost and expenses incurred in: (i) trial and appellate court proceeding, (ii) bankruptcy or other insolvency proceedings, and (iii) post-judgment collection proceedings.
- l. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute a single agreement.
- m. Conflict of Interest.** Contractor shall not refer work to himself/herself/itself or to any prohibited entity in violation of the Stark or anti-kickback provisions of federal law. No amount hereunder is intended to be, nor shall be, construed as an inducement or payment for referral of or recommending referral of patients of Contractor to SCF. Contractor agrees to immediately notify SCF's Contracts Administrator of all situations that fall within the scope of this provision. If any conflicts exist at the time of the execution of this Agreement, Contractor agrees to submit a separate attachment to this Agreement for approval and Contractor acknowledges that this Agreement may be terminated immediately if such conflicts violate the Stark or anti-kickback provisions of federal law.

- n. **Force Majeure.** Each party shall not be liable for their respective failure to perform any of their obligations under this Agreement if prevented from performing such obligation by a cause beyond their respective reasonable control, which by the use of due diligence Contractor or SCF, as the case may be, shall not have been able to overcome, including, but not limited to, acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non-action by the United States government, including changes in existing legislation affecting the subject matter of this Agreement.

- o. **Signatures.** The undersigned individuals executing this Agreement represent and warrant that they are fully authorized to do so and bind the respective party for the purposes provided herein.

SOUTHCENTRAL FOUNDATION

[TYPE ENTITY NAME HERE]

By: _____

By: _____

April Kyle, MBA

[type name here]

President/CEO

[type title here]

Date: _____

Date: _____

APPENDIX A – INSURANCE PROVISIONS

Notwithstanding Section 7, Federal Tort Claims Act, without limiting Contractor's indemnification pursuant to Section 8, Indemnity, it is agreed that Contractor shall purchase and maintain in force at all times during the performance of services under this Agreement the following policies of insurance, unless expressly waived below by SCF in writing. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If Contractor's policy contains higher limits, SCF shall be entitled to 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 SCF Contract Specialist prior to beginning work. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of Contractor's services.

- 1) **Commercial General Liability Insurance:** Contractor shall provide Commercial General Liability Insurance with coverage limits not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence and \$2,000,000 Combined Single Limit of Bodily Injury and Property Damage Aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 0001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Contractor shall name SCF as an insured under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalent, including coverage for SCF with respect to liability arising out of Contractor's services provided under this Agreement. Additional insured coverage, as required in this subparagraph, will include completed operations and will apply as primary insurance with respect to any other insurance or self-insurance programs afforded to SCF.
- 2) **Workers' Compensation Insurance:** Contractor must maintain Workers Compensation and Employers Liability Insurance for its own employees in the amount required under Statutory Limits for those states in which employees are working and Employers Liability Insurance as required by state and federal statutes. The employer's Liability Insurance shall not be less than \$1,000,000 per bodily Injury per accident, \$1,000,000 bodily injury by disease per employee and \$1,000,000 bodily injury by disease policy limit. Contractor will also be responsible for ensuring that any subcontractors who directly or indirectly provide services under this contract maintain Workers' Compensation Insurance in the amount required under Statutory Limits. Contractor waives all rights against SCF and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or any commercial umbrella liability insurance obtained by Contractor pursuant to this Agreement. Contractor, pursuant to this agreement, shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.
- 3) **Commercial Auto Liability Insurance:** Contractor shall maintain a commercial automobile liability insurance policy covering all owned, hired, and non-owned vehicles to be used or in connection with Contractor, with coverage limits not less than \$1,000,000 per accident combined single limit bodily injury and property damage.
- 4) **Subcontracting Requirements:** Contractor is required to have prior approval by SCF before using any subcontractor. SCF may, in its sole discretion, withhold its approval for any reason or for no reason. Additionally, Contractor shall be responsible for ensuring that its subcontractors comply with the same insurance provision as required herein and as required by Alaska law during the course of its subcontractors' operations. Contractor shall provide copies of all subcontractors' certificates of insurance and endorsements to SCF prior to any subcontractor commencing work.

EXHIBIT A – CONTRACTOR’S WORK DETAIL

END OF RFP