



Request for Proposals (RFP): SCF23-1102

SCF Family Center Management

RFP Release Date: September 5, 2023

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

*Contract Administrator, Colleen Abad
Phone: 907-729-6762*

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.

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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.

1.3 SCF Facilities

SCF offers a wide range of health and wellness services for Alaska Native and American Indian people living in Anchorage and the Matanuska-Susitna Borough, and nearby villages. They also provide regional support to residents of 55 rural villages in the Anchorage Service Unit, a geographical area stretching 107,400 square miles across Southcentral Alaska – extending from the Canadian border on the east to the Aleutian Chain and Pribilof Islands on the west. See Exhibit D- SCF Facilities (Owned and Operated).

Section 2. General Information

2.1 Purpose of the Request for Proposal (RFP)

SCF is soliciting proposals from qualified firms interested in providing professional Childcare Services and Management at the SCF Employee Family Center (“Center”), located at 4145 Tudor Centre Drive, Anchorage, Alaska 99508.

SCF will continue to own the facility and will assist with financial responsibility for necessary transition costs (as negotiated) along with ongoing facility-related expenses. SCF is issuing this RFP to aid in selecting a childcare provider or management firm that will be fully responsible for the daily operation of the Center going forward.

2.2 Contract Period

SCF intends to establish a contract for the management and daily operation of the Center with a contract performance period of six (6) years. The contract term shall begin with the selection of a winning Proposer in December 2023. The targeted timeframe for the scope of work to begin July 1, 2024.

The project schedule will be further refined with selected Proposer.

2.3 Proposer Registration

Proposers must register with the SCF Contract Administrator by emailing SCFContracts@southcentralfoundation.com **no later than September 20, 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 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: Colleen Abad
Email: SCFContracts@southcentralfoundation.com
Phone: 907-729-6762

Section 3. Request for Proposal Details

3.1 RFP Schedule

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

RFP Release Date	<i>September 5, 2023</i>
Deadline for Registration	<i>September 20, 2023</i>
Site Visit and Pre-Bid meeting MANDATORY	<i>Week of September 25, 2023 – Details to be provided to Registered bidders.</i>
Deadline to Submit Questions	<i>October 2, 2023</i>
Deadline for SCF to Respond to Questions	<i>October 10, 2023</i>
Proposal Due Date	<i>November 1, 2023 by 3:00 PM (AKST)</i>
Anticipated Notice of Award	<i>December 15, 2023</i>
Anticipated Service Start Date	<i>July 1, 2024</i>

Table 1. RFP Schedule

3.2 Deadline for Receipt of Proposals

Proposals must be submitted no later than the proposal due date and time. Proposers are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned. The Proposer is responsible for assuring actual delivery of the proposal to the email address referenced in Section 2.4, before the advertised date and hour located in Section 3.1.

3.3 Other Licenses and Registrations Requirements

All Proposers must hold a valid Alaska Business License.

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

3.4 Conflict of Interest and Restrictions

If Proposer, Proposer's employee, subcontractor, or any individual providing services under contract to SCF has a 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 ten (10) days of issuance of this RFP. SCF will determine if the conflict is significant and material and if so, may notify the Proposer in writing of elimination from the RFP process.

3.5 Addendum to the RFP and Right to Award

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

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

3.6 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 may not rely upon verbal responses made by any SCF employees or any representatives of SCF.

Proposers who contact 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.

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- 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 subject line should read, “SCF23-1102 – SCF FAMILY CENTER MANAGEMENT Proposal”.

4.6 Proposal Withdrawal and Correction

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

Section 5. Format for Proposals

5.1 Proposal Content and Format (10 Points)

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. 11pt minimum font, Arial – all pages; document should be “portrait” orientation format.

Please limit proposal response for Response to Criteria and Key Personnel Resumes to 5 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, Table of Contents	1 page, maximum
Section 4, Response to Criteria.....	Comply with overall page limit
Section 5, Key Personnel Resumes.....	1 page, maximum (each)
Section 6, Licenses/Insurance Certificates.....	not included in page limit
Section 7, Form of Non-Collusive Affidavit (notarized).....	not included in page limit
Section 8, 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 authorized to commit the Proposer to contractual arrangement with SCF. This person will be the Proposer’s authorized contact for all communication. Proposer may also identify an alternate Contract Administrator 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 makeup and organizational relationships. Letter shall be signed by the Proposer’s authorized contact.

Proposal Section 3. Table of Contents

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

Proposal Section 4. Response to Criteria

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

A. Qualifications (20 Points)

Provide a summary of recent work involving for projects of similar scope and. Provide examples of Space Utilization Studies performed and outcomes and benefits resulting from those studies. For each project, include information on the firm's/ individual's role on the project, the scope, size and cost of the project.

4.1 General Qualifications:

A. Corporate Information and Background

1. Describe your organization's culture, including mission and vision statements. Provide examples of how company culture contributes to the client relationship and program with SCF.
2. Describe your organizational structure/ownership.
 - a. Is your organization a subsidiary of another company? If so, please provide the name of the parent company and a brief description of the other entities the parent company oversees.
 - b. Identify if your company is an Alaska Native/American Indian (AN/AI) owned company and/or has an AN/AI hiring preference.
3. Describe qualifications and history of your organization's leadership team; detail the roles they play in creating partnerships, centers, programs, etc.
4. Describe the community involvement initiatives supported by your organization and propose ways to support the SCF relationship in those efforts.

B. Qualifications and Experience

1. Describe experience with employer-sponsored childcare and specific experience working with clients in the non-profit healthcare industry and in relevant markets.
2. Describe experience with accreditation as defined by the National Association for the Education of Young Children (NAEYC), including the number of centers your organization operates that are both accredited and provide infant care. Specify plans to attain the center's NAEYC accreditation if there is a change of management company.
3. Describe number of employer-sponsored centers (where the Provider is compensated for their services and/or at least received in-kind services) that your organization manage, and what percent of total overall number of centers are employer-sponsored? Do not include programs where Provider simply owns or leases a center to provide capacity unsubsidized discounts.
4. Provide a listing and/or partial listing of employer-sponsored centers that are similar to the proposed project, highlighting those centers operated for clients in health care. Your listing should contain the employer sponsors' names and the centers' locations (city and state).
5. Include awards and certifications awarded by independent parties where your organization has been recognized for positive workplace culture for the past three years. Provide specific awards & details.

C. Client Relationships

1. Describe expertise in supporting the client relationship. Include in your description, the systems and/or mechanisms that are used by your organization to facilitate active client involvement and monitoring of the center.
2. Identify primary person(s) within your organization who would be responsible for the relationship, number of other client accounts and/or centers for which they have responsibility, and how often they would visit the Center under your management, if your organization was awarded the contract.
3. Describe reporting processes utilized by your organization to communicate center-specific information to the employer-sponsor and provide examples of these reports. Include in your description, frequency in which reports are provided.
4. Describe process for determining and maintaining client satisfaction.
5. Describe resources your organization would offer to SCF to maximize the value of this potential partnership to SCF.
6. Provide three client references, including the name, address, and phone number for each contact; include at least one reference from a client who has transitioned the management of its child care center to your organization, one in a similar industry, and one for whom your organization manages a comparably-sized program.

4.2 Center Operations include the following:

A. Customization of Services

1. Describe approach to developing customized services and child care options within an employer-sponsored center. Provide examples of creative responses your organization has developed and implemented to meet specific operating or business needs of clients.
2. Describe range of services your organization is able to offer to clients.

B. Center Transition, Operations, and Support

1. Describe proposed plan for success in assuming management of SCF's facility. Include in your response, a preliminary timeline for transition of the center, including the activities involved in each phase in the transition and individuals to whom these responsibilities are assigned.
2. Provide names, titles, experiences, and qualifications of the transition and management team that will provide oversight for SCF's facility, including tenure with your organization.
3. Describe organization's systems of center oversight and program management. Provide a proposed organizational chart, including both administrative and teaching staff. If known, please include the tenure with your organization and their number of years' experience in early education.
4. Provide description of hiring, training, monitoring and evaluation process for instances when center leadership may change.
5. Provide a detailed description of each overhead support service and/or resource that would be available to the center staff to support in the management of the center.

C. Program/Curriculum

1. Describe your educational program and include in your description any ancillary programs that your organization may provide. Detail any additional cost related to the education program parents will be expected to incur should they elect to have their children participate in these programs (i.e. math, phonics, science, etc.).
2. Describe how your program ensures that the needs of individual children are being met.
3. Describe the support provided to the center in the development and implementation of curriculum. Describe how this support intentionally develops and integrates the support

you provide to improve the center's program quality. If applicable, provide a current organizational chart for this department(s) indicating the number of dedicated positions for each title listed. Describe how your organization measures success of your educational programs. Include in your response, data your organization has collected regarding the success of children graduating from your programs.

4. Describe how you incorporate technology into the children's program.
5. Describe the nutrition guidelines followed at your centers, including a sample menu. Describe your nutrition program, how menus are reviewed and approved, meal pattern, food safety and allergen protocols.

D. Parental Involvement, Communications, and Marketing

1. Describe how your organization encourages and supports parental communication and involvement in the centers operated by your organization. Include details on how parents will take an active role in the center, and how you will support and nurture their engagement.
2. Explain methods for maintaining and assessing parent satisfaction. If surveys are regularly completed to measure parent satisfaction, provide results for the last two years, and describe the corporate support provided for these surveys.
3. Describe techniques and resources used by your organization to gain and maintain enrollment.

4.3 Center Staff

A. Recruitment, Screening, and Retention

1. Describe approach for transitioning and retaining the center's existing staff.
2. Provide an explanation of how your company is considered to be a Great Place to Work, and the types of programs you offer that support employee engagement and satisfaction.
3. Describe approach to recruiting and screening qualified future staff.
4. Provide a position description, including qualifications, for each position proposed for the center.
5. Describe your organization's training programs for on-boarding new center staff and for ongoing training of current staff. Describe in detail your internal offerings and the participation of the proposed staff.
6. Provide your organization's staff retention rates for managed centers and how this rate is calculated.
7. Describe programs offered by your organization, and resources to support those programs, to support succession planning and career advancement opportunities for center staff. Include data on participation and program success where applicable, and any credentials supported by these programs.
8. Describe your organization's steps to supporting diversity among employees.
9. Describe systems your organization has in place to assess center staff satisfaction.

B. Compensation and Benefits

1. Describe your organization's compensation and benefits packages and provide a detailed listing of the benefits provided to center staff. Include in your description the percentage of employees that participate in your benefits program.
2. Describe how your organization ensures adequate staffing when classroom staff are ill or on vacation/leave. Describe how teachers will be covered for planning time outside of the classroom. Include in your description, percentage of the day your proposed ratios are maintained and how these are ensured.

4.4 Risk Management and Quality Assurance

A. Risk Management

1. Describe approach to risk management and specify monitoring tools and reporting procedures used by your organization.
2. Describe systems used by your company to ensure compliance by all licensing and regulatory agencies.
3. Explain how you would respond to, and correct, risk issues, when identified.

B. Quality Assurance

1. Provide examples of your performance measures, and how you track and report these measures.
2. Describe systems and specific monitoring tools in place to measure your company's success in delivering high quality services. Describe any statewide initiatives your organization is involved in to improve the quality of your programs.

4.5 Financial Information

Program Assumptions: All operating budgets should be based upon the following classroom configurations, and following historical enrollment utilization patterns:

Center Capacity and Classroom Configuration				
Age	Capacity	% of Total	Staff-Child Ratios	Group Sizes
Infants	12	12%	1: 4	8
Toddlers	20	21%	1: 5	10
Twos	24	25%	1: 6	12
Preschoolers	20	21%	1: 10	20
Kindergarten Prep	20	21%	1: 10	20
Total	96	100%		

A. Company Information

1. Provide evidence of your organization's financial stability.
2. Explain how your organization differentiates employer-sponsored care that you develop and operate from traditional community-based child care. Include in your description how these characteristics may affect the proposed center's financial structure.

B. Proposed Budgets

1. Provide a proposed transition budget for assuming management of the center outlining costs. In addition, provide detailed narrative descriptions of each line item included in the transition budget.
2. Provide a summary of recommended changes to the center's current operating plan, which are reflected in your company's proposed budgets.
3. Provide a realistic operating budget using a three-year ramp for the proposed program. The ongoing replacement of center supplies and small furniture and equipment should be included in the operating budget.

C. Detailed Budget Narrative

A detailed budget narrative should also be provided that includes the following:

1. Proposed parent fees by age group presented in the following table format.

Proposed Monday-Friday Tuition Rates Based on 12-Hours per Day			
Age Group	5 days	3 days	2 days
Infants	\$	N/A	N/A
Toddlers	\$	N/A	N/A
Twos	\$	\$	\$
Preschool/Kindergarten Prep	\$	\$	\$

2. Anticipated salaries and wages by position, and what percentage in ratio they will be counted. Include detailed information on the staffing levels that have been assumed in the proposed budget.

Full-Time Equivalent Staffing Configuration			
Position	Annual/Hourly Pay Rate Year 1	FTE Staff	% in Ratio
Director	\$0 Annually (+ Bonus)	0.0	0%
Assistant Director	\$0 Annually	0.0	0%
Education Coordinator	\$0 Annually	0.0	0%
Administrative Assistant	\$0 Annually	0.0	0%
Cook	\$0 Annually	0.0	0%
Lead Teacher	\$0 Per Hour	0.0	100%
Teacher	\$0.00 Per Hour	0.0	100%
Assistant Teacher	\$0.00 Per Hour	0.0	100%
Additional Bonuses (as applicable)	\$0 Non-Director Bonuses		
Average Teacher Wage	\$0 Per Hour	0.0	

3. Anticipated benefits and payroll taxes.
4. Additional costs for paid time off (PTO), vacations, planning time, and classroom coverage.
5. Anticipated food costs.
6. Other financial assumptions for each expense line item.
7. Any in-kind contributions included in your budget that are to be provided by SCF.
8. Any administrative fees (overhead recovery) for non-center personnel or center support services that have been included in the budgets. Be certain to describe these in detail.
9. Annual management fees, if any, paid to the Provider.

B. Training (15 Points)

Provide a work plan demonstrating your approach to training and methods to be used for staff, child development/caregivers and leadership. The following should be addressed:

- Requirements for Child development/care training certifications including safety refreshers.
- Center leadership, and ongoing commitment to ongoing professional development for center staff.
- How will the process and requirements be managed?

Provide a preliminary schedule showing Owner and Staff involvement and decision-point milestones.

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

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

C. Capabilities, Equipment and Staffing (15 Points)

Specifically address availability of key personnel to this project from June – August 2023. Explain how continuity of staff assignments will be maintained. Indicate location of offices, current staffing, and available technology. Include a statement indicating that all information in the proposal is accurate, truthful, and factual; certifying that personnel and resources proposed will be made available to fulfill duties and obligations of the contract, if awarded.

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

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

E. Price Proposal (25 points)

Proposal Section 5. Key Personnel Resumes

Provide resumes for key personnel who will be assigned to this project.

Proposal Section 6. 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 7: Form of Non-Collusive Affidavit

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

Section 6. Selection Process

6.1 RFP Compliance

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

- a. Not providing evidence of meeting minimum requirements.
- b. Substantial and material conflicts of interest that were not declared.
- c. Substantial and material noncompliance to formatting requirements of RFPs.
- d. Insufficient information regarding Scope of Services 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 committee members' individual point value totals.

	Evaluation Criteria	Point Value	Details
1	Format and Presentation	10	Evaluation of proposal compliance and format.
2	Qualifications	20	<p>Establish in the proposal the ability to successfully transition employer sponsored centers to your organization's management.</p> <ul style="list-style-type: none"> ▪ Evaluation of qualifications and provided references. ▪ Child care program, services and curriculum. ▪ Program's quality, cost and feasibility. ▪ Risk management and quality assurance. ▪ Manage the center's cost effectively without compromising quality. ▪ Financial stability of Bidder's organization. ▪ Family / Teacher relations.
3	Training	15	<p>Evaluation of Bidder's training programs and methods.</p> <ul style="list-style-type: none"> ▪ Periodic safety refresher training. ▪ Center Leadership Training. ▪ Periodic child development/care training. ▪ Requirements for staff qualifications and commitment to ongoing professional development.
4	Capabilities, Equipment and Staffing	15	<p>Ability to:</p> <ul style="list-style-type: none"> ▪ Operation of comparable centers with extended hours. ▪ Offer a full range of programs. ▪ Adherence to features and program elements identified for the center in this RFP. ▪ Program and or service innovations. ▪ Create customized solutions that offer flexibility and responsiveness. ▪ Create a culture that is compatible with SCF's goals. ▪ Commit to communications, customer service, and satisfaction for parents and SCF. ▪ Operate a NAEYC accredited program. ▪ Proposed staffing levels for the Provider, child ratio. ▪ Potential for recruiting, hiring and retaining highly qualified staff.
5	Past Performance	10	<p>Past experience, operating employer sponsored centers.</p> <ul style="list-style-type: none"> ▪ Depth of experience with employers in the non-profit healthcare industry. ▪ Management capability. ▪ Track record with previous clients. ▪ Credibility, reputation, and depth of the Bidder's professional network.
6	Price Proposal	25	Evaluation of pricing provided in Bidder's proposal

7	Alaska Native/American Indian Preference	5	Evaluation of Bidder's AN / AI Qualifications.
	Total Point Value	100	

Table 2. Evaluation Criteria and Point Value

6.4 Discussions

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

6.5 Presentations

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

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

6.6 Notice of Award

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

Section 7. Standard Contract Terms

7.1 Introduction

SCF is providing the following 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 SCF Professional Services, which SCF will provide when ready to enter into an agreement with the winning Proposer. See Exhibit E for a draft agreement to review.

7.2 Conflict of Interest

Proposer shall not refer work to itself or to any prohibited entity in violation of the Stark anti-kickback provisions of Federal law. During the term of this Agreement, at any time and from time to time, Proposer agrees to immediately notify Owner's Contract Administrator 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. SCF will determine if the conflict is significant and material, and if so, will notify the Proposer in writing that said conflicts are a material breach and grounds for termination of the Proposer's services.

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:** Contractor will carry Professional Liability coverage at a limit of \$1,000,000 Per Claim and \$2,000,000 Aggregate. The policy will be endorsed to include sexual abuse coverage with a minimum separate limit of \$1,000,000 per claim. If the professional liability policy is written on a claims made form, Contractor shall provide insurance for a period of 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 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.

6. **Employment Practices liability Insurance:** Proposer shall maintain coverage not less than \$3,000,000.
7. **Kidnap and Ransom Insurance:** Proposer shall maintain coverage not less than \$3,000,000.
8. **Information Security and Privacy Breach Insurance:** Proposer shall maintain coverage not less than \$2,000,000.
9. **Student Accident insurance:** Proposer shall maintain coverage not less than \$250,000.00
10. **Umbrella Liability Insurance:** Proposer shall maintain coverage in excess of the employer's liability, commercial general liability (including physical and sexual abuse), professional liability, and business auto liability.

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

7.12 Alaska Native/American Indian Preference in Employment and Training

Pursuant to Section 7(B) of P.L. 93-638, 25 U.S.C. §5307(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 SCF Contract Administrator. Further, Proposer will not use SCF’s name in any advertising, publications, promotional materials or publicity release concerning any Agreement or the services performed under it.

EXHIBIT A: Scope of Services

Southcentral Foundation wishes to contract with a professional services firm to provide childcare services and management for its on-site childcare center located in Anchorage, Alaska.

For 16 years, SCF has sponsored an on-site childcare center to support employees. SCF Employee Family Center is currently under the management of a professional childcare firm. It is anticipated that transition of Center management to a childcare provider or management firm (“Provider”), if approved, will take place on July 1, 2024.

The Center has a licensed capacity of 96 children and is available to SCF employees who are parents or legal guardians. The Provider will be responsible for maintaining a high-quality operation and marketing to employees to keep the Center fully enrolled.

SCF will actively participate in the ongoing decision-making for the Center and will join in a partnership with the Provider to review and evaluate existing operational policies and procedures, and identify any modifications or changes to the existing program. SCF will formally meet with the Provider at least quarterly to assess the operations and progress of the Center.

SCF will assign a primary contact with whom the Center director may communicate regularly. In the event of any future changes in the Center director, a select group of individuals, including this appointee, will expect to have the opportunity to participate in the interviewing process to provide the Provider with candid feedback.

SCF will consider paying for transition costs, as deemed reasonable for the smooth and successful transition of management. Resources will be made available from SCF in support of the transition and the Center’s ongoing operations such as (mailroom services, marketing, risk management training, CPR and first aid training, etc.). The Provider will enter into a rent-free lease arrangement with SCF for use of the facility; SCF will pay for ongoing facility-related expenses. The Provider will be paid an annual management fee and will be held accountable for operating within the pre-approved budget.

SCF will review the operating income statements and other financial documents, and approve the Provider's projected budget on an annual basis. SCF expects to monitor the financial status of the Center through monthly financial reports.

The Provider should promote and encourage active parent participation on an ongoing basis. SCF will review and approve all parent policies and the parent handbook. It is expected that the Provider will organize a Parent Group to provide feedback to the Provider regarding the Center's operation, management, and curriculum.

The Provider is expected to follow quality program standards as identified by the National Association for the Education of Young Children (NAEYC). It is the goal of SCF for the Center to regain its current NAEYC accreditation. Recognizing that many of NAEYC’s staffing requirements may make accreditation difficult to sustain, SCF will collaborate with the selected Provider to develop an adequate budget in order to reach the goal. The Provider must be willing to support the Center’s existing quality standards and implement supplemental standards as appropriate to maintain the integrity of the program. The Provider is expected to diligently take all reasonable steps to regain the Center’s accreditation. In the event that an adequate budget or business plan cannot be developed to support the more rigorous staffing requirements outlined by NAEYC, SCF will work with the Provider to identify alternate means of evaluation for quality standards.

SCF will enter into a contract with the selected Provider for a period of six (6) years. At the end of that period, SCF's senior management will evaluate the Provider management agreement, and determine contract

renewals with the current Provider. SCF reserves the right to terminate the agreement prior to the contracted term if the Provider is not performing to contracted standards.

Program Overview and Objections

The Center provides care and education for infants, toddlers, preschoolers, and kindergarten prep, and offers essential services for working parents. The Center has strong working partnerships with parents and offers warm, loving care in a safe and secure environment. The Center provides stimulating, developmentally appropriate, and happy learning experiences that contribute to the unique development of each child. The curriculum may be enhanced by expanded opportunities such as field trips, and may include additional activities such as creative movement, music, and computer. It is SCF's expectation that the current family partnerships, curriculum, and program practices will be maintained or enhanced.

It is the belief of SCF that children enrolled in the Center benefit from programs that offer a socioeconomic mix of children and staff. The Provider should ensure that the program offers many ways to celebrate cultural differences and build children's pride in their families and cultural heritage. The Center is expected to integrate children with special needs in its program and maintain a healthy balance in programming diversity.

SCF expects that parents will be welcome observers and contributors to this program, including having the option to lunch with children, if desired. The Center should be managed with clear provisions for effective parent/staff communication, supporting parents' lives and enabling them to be as involved as possible, rather than limiting their efforts to be involved in the Center. It is also expected that the Center make use of other resources in the community, such as schools, social service organizations, and community health agencies.

SCF has a deep commitment to continuing a tradition of providing high quality child care for its employees. SCF is seeking a Provider with high ethical standards, financial stability, and a track record of integrity in its client relationships. One of the primary factors in the final decision to transition the management of the Center will be the Provider's successful record of similar transitions of management.

Program Assumptions

Center Capacity and Ratios

The Center serves children 6 weeks to 6 years of age, and currently has enrollment spaces for children as follows: 12 infants; 20 toddlers; 24 twos; 20 preschoolers, and 20 kindergarten prep (3s', 4s', 5s').

Staff-to-child ratios and group sizes are expected to reflect guidelines as established by NAEYC. The Center's current ratios, group sizes, number of rooms, and full-time enrollments (FTEs) include the following:

Age Group	Ratio	Group Size	# of Rooms
Infant (6 weeks – 12 months)	1:4	Group of 8	2
Toddler (12 – 24 months)	1:5	Group of 10	2
Toddler/Twos (24 – 36 months)	1:6	Group of 12	2
Preschool (3 – 4 years)	1:10	Group of 20	1
Kindergarten Prep (4 – 5 years)	1:10	Group of 20	1

Hours/Days of Operation

The Center operates 12 hours daily from 6:30 a.m. to 6:30 p.m., with the exception of SCF holidays (10

holidays and three in-service days throughout the year). The Provider is expected to provide flexibility in hours of operations based upon a pre-approved budget, should such need arise to support the business needs of SCF. Features of the program include full-day care for infants, toddlers, preschoolers, and kindergarten prep.

Center Tuitions

The Center currently charges tuition rates for full-time care (five days a week) and part-time care (three and two-day care per week). Additional fees charged include a registration fee of \$60 (and a sibling initial registration fee of \$35 per child). Late pick-up fees are charged (\$1 per minute per child), and late payment fees of \$5 per day per child are charged as applicable. Families do not receive a sibling discount or a vacation credit. Following is a breakdown of current monthly tuitions:

Age Group	5 days
Infants	\$1,342
Toddlers	\$1,265
Twos	\$1,234
Preschool/Kindergarten Prep	\$1,139

Center Staff

One of the most important factors in this transition is the continuance of the quality of the Center, with critical emphasis placed on the retention of the Center’s valued teaching staff and administrative team. It is SCF’s desire to have as many of the current staff retained as possible; however, should replacements be necessary, a highly qualified staff should be recruited.

The Center director should have a degree in early childhood education, child development, or related field, and a minimum of three years of experience, including time as a Center administrator. The assistant director should also have a degree in early childhood education, child development, or related field, and a minimum of three years of experience. It is expected that the Center will employ teachers who meet the qualifications as identified by NAEYC and the state of Alaska, unless alternate qualifications are identified collaboratively by SCF and the Provider.

The Provider must afford for a minimum of 24 hours of annual in-service training and offer CPR and first aid training. Specific training on security measures and precautions must be included. Background clearances, health clearances, and safety checks must be conducted on all Center employees. Record of clearances must be kept on file at the Center.

Center staff will be the employees of the Provider, not of SCF. At a minimum, it is preferable for current Center staff to retain their current salaries. This preference can be discussed further with the selected Provider. In the event that staff must be recruited, the Provider should offer salaries higher than the market rates in order to attract the best teachers and maintain low staff turnover. The benefits package, based on at least 20% of salaries, should be comprehensive.

The Center currently employs a director, an assistant director, an education coordinator, a cook, and 22 teachers.

Facility

The Center offers ample space for children’s active play and exploration. The Center’s site offers safe and well-lighted parking for ease in parent pick-up and drop-off; parking is available for Center

staff and has been specially designated as such. At SCF's discretion, the Provider will be invited to provide input into the facility or site changes or enhancements. Strict security measures are expected to remain enforced both indoors and outdoors.

Supportive Parent Services and Resources

The Provider is expected to maintain, enhance, or develop new procedures that are responsive to the needs of parents and SCF. Flexible schedules, including part-time, may be offered if quality and cost feasibility are maintained. Policies that are responsive to families, such as sibling enrollment preference, must be considered.

Parents would like to be very involved in knowing about their children's daily activities. There should be supportive daily communication between the teachers and parents of infants and toddlers, both verbally and in written format; parent communications for two-year-olds, preschoolers, and kindergarten prep may be weekly.

Food Service Program

The current food service program includes cooked breakfast, lunch, afternoon and late afternoon snack each day, and an alternate food selection for children with allergies and dietary needs. The Provider may suggest enhancements or modifications to these services, but should base the RFP response on the current meal service plan.

The Center's facility includes a full-service kitchen. All kitchen equipment, food preparation, and service utensils are provided by SCF. The Center's employee roster currently includes a cook.

Materials and Equipment

All materials and equipment purchased for the Center should be based on NAEYC guidelines for developmentally appropriate curriculum. Materials should be organized by learning Centers and include items for a multi-ethnic and anti-bias curriculum.

Provider Requirements

All respondents to this RFP must be familiar with and adhere to all federal, state, and local regulations and NAEYC accreditation guidelines pertaining to operating child care services in this location.

Risk Management and Quality Assurance

The selected Provider will develop appropriate policies and procedures to protect the health and well-being of children, families, and staff members. The Provider must ensure that the physical health and safety features of the environment conform to local, state, and federal requirements, including:

- Maintaining the facility in a clean and safe condition.
- Protecting children against the danger of fire, smoke, injury attributable to the environment, electrical hazards.
- Minimizing/preventing the spread of disease and infection.
- Enforcing strict security measures (both indoors and outdoors).
- Providing SCF oral notification immediately upon learning of serious incidents or hazards.
- Providing written notification to SCF of any investigations or citations by local, state, and/or federal authorities.

Budget Assumptions

As summarized previously in this RFP, SCF will consider paying transition costs for the Center, including equipment enhancements, building improvements, and other necessary transition costs. The Provider's transition budget should include costs that your organization anticipates SCF will need to pay.

The Provider will enter into a rent-free lease arrangement with SCF for use of the facility; SCF will pay for ongoing facility-related expenses. SCF will provide the following expenses as in-kind services in support of the Center's operations:

- Facility maintenance services
- Janitorial services
- Snow removal services and maintenance
- Playground maintenance and fencing

SCF may support the Provider and the Center with purchase of materials utilizing SCF's purchasing contracts and agreements, where appropriate. The Provider will be paid an annual management fee and will be held accountable for managing the Center's operations within the pre-approved budget. SCF will review operating income statements and other financial documents and approve the Provider's projected budget annually. SCF will monitor the financial status of the Center through monthly financial reports.

SCF will assess its financial commitment based on the Provider's budget model and will review and approve the Provider's budget on an annual basis. The ability of the Provider to attain cost efficiencies—without sacrificing quality—and keep costs within the approved budget, will be important criteria in both the selection and the retention of the Provider. SCF expects to pay for and conduct annual audits.

During the transition, the Provider is expected to complete all necessary tasks to assume management of the Center, such as: evaluating/developing all policies for the Center; recruiting, hiring, and training staff as necessary; obtaining all licenses and permits as required; providing SCF with an equipment inventory and with SCF's approval, purchasing the needed equipment at SCF's expense; and marketing the Center in collaboration with SCF to reach a maximum enrollment.

EXHIBIT B: Proposal Offer and Acknowledgement and Signature

RFP Number: SCF23-1102

RFP Name: SCF Family Center Management

BIDDERS MUST COMPLETE THE SECTION BELOW

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

Company Name: _____

Contact Name: _____

Email: _____

Address City State Zip Code

Phone: _____

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

Authorized Signature: _____

Date: _____

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 C: Form of Non-Collusive Affidavit

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

(PRIME PROPOSER)

State of: _____

_____ Judicial District

_____, being first duly sworn, deposes and says:

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

Signature of: _____

Proposer's Representative

NOTARY

Subscribed and sworn to before me this _____ day of _____, 2023.

My Commission Expires:

EXHIBIT D: Sample SCF Agreement

See below.

**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

Contractor shall provide all labor, equipment, and materials to [description of work], located at [address/location of work], as described in Contractor’s quote dated [insert date], which is incorporated by reference into this Agreement as Exhibit A.

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

Payment to Contractor shall not exceed [amount].

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.

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:** [REDACTED].

Contractor shall email invoice to: scfappillar@scf.cc or mail Southcentral Foundation, ATTN: Accounts Payable, 7033 E. Tudor Rd., Anchorage, AK 99507.

4. Termination

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.

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

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.

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.

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

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.

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.

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: Kate Lynch, Manager of Contracts

7033 E Tudor Road
Anchorage, Alaska 99507
Tel: (907) 729-3007

[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:

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.

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.

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, 34 U.S.C. Sec.20351 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. Health Requirements

Contractor shall comply with SCF’s immunization requirements to include: MMR (documentation of 2 vaccines or proof of immunity via a titer), Varicella (documentation of 2 vaccines or proof of immunity via a titer), Hepatitis B series (documentation of 2 or 3 dose vaccine series or proof of immunity via a titer) , at least one Tdap on record and/or Tdap or TD within the last 10 years, COVID-19 (documentation of full vaccination – this means two weeks post second shot of Pfizer monovalent, Moderna monovalent, Novavax or two weeks post single shot of Johnson and Johnson, Pfizer bivalent or Moderna bivalent), documentation of PPD skin testing placement with reading or QuantiFERON lab for Tuberculosis within previous 12 months, and annual Influenza vaccine by October 30th of each year. Contractor shall comply with any SCF screening protocols that may be in place as part of SCF’s emergency preparedness or response procedures, prior to coming onsite. Contractor shall maintain physical distancing of at least six (6) feet and wear a mask as required.

24. 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. [DELETE IF NOT APPLICABLE: Notwithstanding this provision, if applicable, the parties agree to comply with the terms of the HIPAA Business Associate Addendum attached to this Agreement as Appendix B.]
- 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 that, during the term of this Agreement, Contractor will not perform similar services for any other client in the same business as SCF unless SCF agrees in writing to such arrangements. 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) Professional Liability Insurance: Contractor will carry Professional Liability coverage at a limit of \$1,000,000 Per Claim and \$2,000,000 Aggregate. The policy will be endorsed to include sexual abuse coverage with a minimum separate limit of \$1,000,000 per claim. If the professional liability policy is written on a claims made form, Contractor shall provide insurance for a period of two years after final payment of this agreement.

- 4) Commercial Auto Liability Insurance: Contractor shall maintain a commercial automobile liability insurance policy covering all owned, hired, and non-owned vehicles to be used or in connection with Contractor, with coverage limits not less than \$1,000,000 per accident combined single limit bodily injury and property damage.

- 5) Subcontracting Requirements: Contractor is required to have prior approval by SCF before using any subcontractor. SCF may, in its sole discretion, withhold its approval for any reason or for no reason. Additionally, Contractor 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 DOCUMENT