



**Request for Proposals (RFP): # SCF23-1118**

**Tudor and Elmore Development: Progressive Design-Build**

**RFP Release Date: October 30, 2023**

*SCF Contracts Department  
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*E-Mail: [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com)*

**Important Notice:** See Section 2.3.

You must email the SCF Contract Administrator at [SCFContracts@southcentralfoundation.com](mailto: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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## EXHIBITS:

EXHIBIT A: Scope of Services

EXHIBIT B: Proposal Offer and Signature Page (including Matrix of Cost Allocation)

EXHIBIT C: Form of Non-Collusive Affidavit

EXHIBIT D: SCF Modified AIA A141-2014 Sample Contract (to be issued via Addendum)

EXHIBIT E: Detox, Crisis Stabilization and Residential Space Program Floors 1-2, The Innova Group, October 2023

EXHIBIT F: Municipality of Anchorage Property Plat

EXHIBIT G: Site Map and Notes

## 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.

## Section 2. General Information

### 2.1 Purpose of the Request for Proposal (RFP)

Southcentral Foundation is soliciting detailed proposals from qualified Design-Builders to provide professional programming, design, and construction services to develop a multi-story building on a 3.7-acre site located at the corner of Elmore Road and Tudor Road. The first two floors of the building are anticipated to include SCF Adult Crisis Stabilization Center, Adult Crisis Residential Unit (up to 7-day occupancy housing), and Detox Center programs. SCF intends to work with the selected Design-Builder to validate/modify this programming as required to define the needs of SCF and establish a project budget.

A development of up to 5-stories of construction is allowable at this location under certain conditions. The project may ultimately include building shell space for additional floors with tenant improvements to be developed in future phases. SCF intends to explore programming phase options for potential additional floors in collaboration with the Design-Builder as part of this scope of work. If SCF decides to move forward with additional floors, final programming validation and full design phase efforts for those floors will be added to the contract by amendment. For the purposes of this RFP response and fee development, proposers shall assume a 2-story building with a total of 60,000 SF of building area.

Currently, the developed portions of the property include 4330 Elmore Road improvements (Southcentral Foundation Detox Center) and 3767 East Tudor Road (car wash). It is anticipated that the Detox Center will remain operational until the new building is operational. Once the new building is constructed, the Contractor will demolish the existing building at 4330 Elmore Road. The current car wash building at 3767 East Tudor Road will be demolished in preparation for construction. SCF has a goal to break ground in 2024, so time is of the essence in determining, building use and size, orientation on the site, parking requirements, and costs associated with the development. See Section 3.1. Schedule, for more Information.

The Progressive Design-Build (PDB) delivery method will be utilized for this project. See the following link for more information on the Progressive Design-Build (PDB) delivery method: <https://dbia.org/wp-content/uploads/2018/05/Primer-Progressive-Design-Build.pdf>

PDB was selected for this fast-track, high priority project because:

- PDB supports collaboration and teamwork among all project stakeholders, including the owner, designers, and contractor.
- All parties are engaged early in the process, which encourages open communication and timely decision-making. Potential issues can be identified and addressed earlier, reducing the likelihood of costly delays or disputes.
- PDB allows for iterative design and construction, enabling adjustments and improvements throughout the project lifecycle.

- PDB mitigates risks by fostering collaboration and shared accountability among all project stakeholders.
- Early input from the contractor helps identify potential construction challenges, cost-saving opportunities, and allows for better planning and scheduling.
- SCF is committed to a close, collaborative partnership with the PDB Team to refine, develop, design, and deliver the project.

The Scope of Services is further defined and provided as Exhibit A to this RFP. The Proposer shall subcontract with other firms, if deemed necessary, to complete the tasks described in this RFP.

## **2.2 Contract Period**

SCF intends to enter into an initial contract for Phase I only Pre-Construction Services for the Tudor and Elmore Development. Phase 2 services covers all services after execution of the GMP, including construction, project closeout, owner training, and commissioning.

### **Phase I: Pre-Construction (December 2023 - October 2024)**

The project will be split into the following phases: Phase 1 is all services prior to and the negotiation of a GMP, including programming through 100% design and permitting.

### **Phase II: Construction (October 2024-December 2025)**

Phase II services covers all services after execution of the GMP, including construction, project closeout, owner training, and commissioning.

The contract term for Phase I shall begin with the selection of a winning Proposer in December 2023. Once the Design-Builder is under contract and a scope is developed for the design, a project schedule will be developed. Design-Builder will be encouraged to begin development of early sitework packages to accelerate overall project schedule.

The Selected Design-Builder will provide all programming, design, cost estimating, constructability and value engineering reviews, construction phasing/scheduling, subcontractor solicitation/participation, and on-going budget review and assistance as part of its Pre-Construction Services during Phase I. The final deliverables of Pre-Construction will be the 100% design and GMP proposal. The GMP will be the maximum compensation for construction unless the GMP is amended by both parties, as provided for in the Contract Documents. SCF reserves the right to execute some of the work using another delivery method until such time as a revised GMP Amendment is accepted by SCF and made a part of the Contract Documents.

Phase II will be initiated upon acceptance and completion of Phase I. Should SCF determine it is in its best interest to continue working with the selected Phase I Contractor on Phase II, that Scope of Work MAY be added via addendum to the Contract Agreement. However, SCF also reserves the right re-solicit for contractors at any time to complete Phase Two of this project. SCF reserves the right to execute all of the work using another delivery method, including public bid, if good faith

efforts between the parties fail to produce an agreeable GMP Amendment. All design deliverables from Phase I shall become the property of SCF.

### **2.3 Project Budget**

SCF has not yet defined a budget for this project. As the program and design progresses, Design-Builder construction cost pricing will be generated at 10%, 35%, 65%, and 95% design phases. The Design-Builder's 95% cost pricing shall be reconcilable to within 2% of an independent estimate. A GMP will be negotiated at 100%. Cost estimates prior to negotiation of GMP will be presented to and reviewed "open-book" with SCF Leadership for approval prior to starting next milestone

### **2.4 Proposer Registration and MANDATORY SITE VISIT**

Proposers must register with the SCF Contract Administrator by emailing [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com) **no later than November 7, 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.

The **MANDATORY SITE VISIT** will be held at the project site (NW corner of Tudor/Elmore Roads in Anchorage, AK) on November 7<sup>th</sup>, 2023, at 11:00AM.

### **2.5 SCF Contract Administrator**

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

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

## Section 3. Request for Proposal Details

### 3.1 Schedules

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

#### RFP Schedule

RFP Release Date	October 30, 2023
Deadline for Registration	November 7, 2023
Site Visit (MANDATORY)	November 7, 2023 at 11:00AM
Deadline for Questions	November 13, 2023, by 3 pm AKST
Proposal Due Date	November 20, 2023, by 3 pm AKST
Interactive Workshops with top 3 Shortlisted Teams	November 28-29, 2023
Anticipated Notice of Award	November 30, 2023
Anticipated Groundbreaking	July 2024

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 (10) ten days of issuance of this RFP. SCF will determine if the conflict is significant and material and if so, may notify the Proposer in writing of elimination from the RFP process.

### **3.5 Addendum to the RFP and Right to Award**

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

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

### **3.6 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 2.5 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 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.

## **4.3 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](mailto:SCFContracts@southcentralfoundation.com) before the advertised date and hour specified in Section 3.1.

The subject line should read, "SCF23-11186 – Tudor and Elmore Development: Progressive Design-Build Proposal".

## **4.4 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

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 to 10 pages total. Title page, Cover Letter, Licenses/Certificates, Resumes, and Forms are not included in page limit.

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

#### Proposal Section 1. Response to Criteria

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

#### **A. Similar Project Experience (15 points)**

Include any projects (completed within the last 10 years) of similar size, scope, and with similar challenges. Provide the project name and approximate size/value of similar new commercial/ healthcare design-build projects your company has performed, year completed, and Owner/Owner’s Representative contact information. Provide Lump Sum/ GMP and final cost of the Work, including total amount of change orders. Provide any examples of experience your team has with alternative delivery methods including Design Build (DB), CM at Risk (CMAR), or Progressive Design-Build (PDB) delivery methods.

Minimum Qualifications for Proposers:

- Contractor shall have completed at least three multi-story building projects in Alaska of approximately \$40 million or more in the last 10 years.
- Contractor shall have completed at least three alternative delivery method projects, including one project using Design-Build project delivery in Alaska within the last 5 years.

## **B. Management and Workplan (20 points)**

Provide a project team organizational chart including all key team members for project management, corporate oversight, administration, architecture, engineering, estimating and construction supervision. Chart should indicate the team's hierarchical structure and reporting/contractual relationships. Describe the duties and responsibilities for all key staff related to the project and indicate the proposed percentage that each person will work on this project during the pre-construction and construction phases of the project, as well as each person's primary work location during both phases of the work.

If a Proposer intends to submit a proposal as a joint venture entity, the Proposer must include information explaining the joint venture's business and management structure, ownership percentages, and the history of two companies working together as a joint venture on projects of similar size and complexity.

Discuss your firm's workplan and intended approach to this project. The following should be addressed:

- Describe how you will collaborate with SCF to create a cohesive project team based on trust and transparency.
- Describe your ideas for a phased package approach and overall plan to allow for expediting of longer lead materials and facilitate the release of early work packages for groundbreaking in July 2024.
- Describe your firm's methodology and experience with Value Engineering and outline a plan for performing this service on this project.
- Discuss your approach to the Project Goals and how they will be achieved and the ways in which your team will exceed them.
- Provide a risk register that identifies key issues or potential constraints and risks that you anticipate for the Project, including in the areas of design, construction, and management. Provide your firm's mitigation strategy for each risk that is identified to address the risk and maintain work progress.
- Describe the portions of work that are typically self-performed vs. subcontracted. Discuss how and when subcontractors/subconsultants will be brought onboard.
- Describe your concept for trade partner engagement in Design-Build, soliciting subcontractors and purchasing major materials and equipment items. Describe your plan to generate sufficient subcontractor or material-supplier competition in bidding to minimize project costs.
- Describe tools and techniques that will be used by the Design-Builder to encourage and foster a collaborative environment for the entire Project Team as well as for other project stakeholders. Briefly describe how responsibilities will be assigned, decisions will be made, follow-up actions will be implemented and how any disputes will be addressed.

- How will communications be handled within the team and with SCF to coordinate design and construction progress, expedite decision making, and complete the project in a timely manner? Specifically address stakeholder management and communication processes that your team has successfully used in the past.
- Specifically address and commit the availability of key personnel to complete this project on or ahead of schedule, with groundbreaking no later than July 2024. Indicated each project team member's estimated percentage of capacity to support this project during Phase I and Phase II.
- Describe how your firm will implement your proposed quality-control plan.
- Describe your proposed general safety program, including training, hazard identification, and audit or inspection. Include specific information relating to subcontractor and employee accountability for safety, formal discipline, and your company's modification rating safety record for the last three years.

**C. Design Approach (15 points)**

- Describe how your team will assume further development of the programming work started by the Owner while moving forward with the design and phasing of the work packages to maintain SCF's desired schedule.
- Describe how will you manage the design in a collaborative way that balances the project goals with scope, schedule and budget development.
- Describe how you will drive the decision-making process among multiple project stakeholders.

**D. Scheduling and Sequencing (10 points)**

- Describe your firm's plan for scheduling and sequencing the project to allow for a fast-tracked design, releasing phased design packages to allow for groundbreaking in 2024.
- Describe your expectations for the availability of labor and materials, including any potential resource shortages that could affect the project schedule and how they will be mitigated.
- Provide a high-level schedule of the project with critical milestones and decision points from NTP through 100% Design and negotiation of a GMP contract.
- SCF wishes to utilize 'pull planning and scheduling' for stakeholder collaboration throughout project lifecycle (planning, design, and construction phases). Pull scheduling focuses on completing tasks based on the availability and readiness of resources rather than using a predetermined schedule. Describe your team's understanding of this scheduling method and how you will utilize this method and lead the effort among the stakeholders.

**E. Project Controls, Cost Tracking, and GMP Development (10 points)**

- Describe the tools, techniques, and technologies your team uses to accurately estimate project costs, installation rates, etc.
- Detail how the processes to be used on this project have been successfully used in the past, in order to stay on schedule and within a project's budget.
- Provide a description of the controls and processes to be implemented on this project to refine costs and to reduce costs if they become overbudget. Provide success stories where you have successfully delivered similar projects in the past.
- Describe your proposed method for documenting the line-item components of the GMP and the method for determining whether changes to the Projects are inside or outside the scope of the GMP.

**F. 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.

**G. Price Proposal (25 points)**

Complete and sign Exhibit B Proposal Offer and Signature Form.

*Proposal Section 2. Key Personnel*

Provide a resume (1 page maximum per person) for all key project team members. Resumes should include each individual's education, certifications, work history, length of tenure with the firm, and prior experience in their proposed role with similar projects, and any experience working with public or private sector Design-Build or GMP jobs. Project experience examples should include title, description, construction cost, dates, duration of that project, as well as the name, company name, position or title, and client contact info.

At a minimum, include resumes for the following roles:

- Construction Project Manager
- Design Project Manager
- Project Architect
- Space Planner/Facility Program Lead
- Interior Designer
- Civil Engineer
- Structural Engineer
- Mechanical Engineer
- Electrical Engineer
- Landscape Architect

- Project Superintendent
- Project Estimator
- Safety Manager
- Quality Control Manager

By listing individuals in the proposal, the firm is confirming these individuals are committed to the project and will be available to work on the project at the approximate percentages shown in the management approach section. SCF reserves the right to approve or reject any changes to the proposed personnel. SCF further reserves the right to request a substitution of personnel if deemed to be in its best interest.

#### Proposal Section 3. License / Insurance Certificates

Provide the following certifications and licenses in this section:

- A. Alaska Business license and professional licenses and 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 4: 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.

<b>Evaluation Criteria</b>	<b>Point Value</b>
Similar Project Experience	15
Management and Work Plan	20
Design Approach	15
Scheduling and Sequencing	10
Project Controls, Cost Tracking, and GMP Development	10
AN/AI Preference	5
Price Proposal	25
<b>Total Point Value - 100</b>	

Table 2. Evaluation Criteria and Point Value

### 6.4 Interactive Workshops

The top three (3) scoring firms will be invited to participate with SCF in a three-hour Interactive Workshop per firm, allowing the proposing team to showcase their collaboration amongst each other and SCF. Proposers invited for a discussion will be asked to provide an agenda for and to lead this meeting. Final proposal scores may be adjusted following the workshop meeting.

### 6.5 Anticipated Contractual Arrangements

Compensation for Pre-Construction Services will be based on a Firm Fixed Price Contract directly based on the Proposer's price proposal. The construction phase services will be based upon Guaranteed Maximum Price negotiation after completion of the 100% Construction Document Phase of the Design. A GMP prior to issuance of 100% documents may be requested. Interim construction work packages may be negotiated in advance of a full GMP. Self-performed work shall be limited to a maximum of 25% of the GMP. The maximum markup on this work shall be limited to 10%. SCF will require competitive bidding for all major subcontracts. The final Guaranteed Maximum Price must be reconcilable to within 2% of the Independent Cost Estimate.

If SCF is unable to reach agreement on a GMP for construction services with the Design-Builder, SCF reserves the right to abandon negotiations, pay for Pre-Construction Services rendered, and proceed with a different procurement method and/or a different contractor. In the event SCF elects to abandon negotiations and proceed with an alternate procurement method or a different contractor, the Design-Builder shall not be entitled to any lost profits, consequential damages, or other damages, but shall be entitled only to costs based upon work previously performed. SCF Tudor and Elmore Development Design-Build Construction (Phase II) Services performed for a



stipulated sum will be based on monthly estimates of the percent complete for each portion of the work per an approved schedule of values.

The form of contract shall be AIA Document A141-2014 Standard Form of Agreement Between Owner and Design-Builder.

## **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 for the Design and Pre-Construction Services Phase (Phase I) will be the AIA Document A141-2014, SCF Modified, Standard Form of Agreement Between Owner and Design-Builder, which SCF will provide when ready to enter into an agreement with the winning Proposer. See included Sample of SCF Modified A141-2014.

This contract is for Phase I – Pre-Construction and Design. Once the design has advanced to where a GMP can be developed, the GMP price shall be negotiated and agreed upon, and if so, the SCF intends to enter into a new agreement with the Design-Builder for the construction of the building (Phase II). If an agreement cannot be reached, all design deliverables shall become the property of SCF, this agreement shall be terminated, and SCF shall be free to investigate other delivery options with other parties for the construction of the work.

### 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:** Proposer shall carry Professional Liability coverage at a limit of \$1,000,000 Per Claim and \$2,000,000 Aggregate. If the professional liability policy is written on a claims form, the Proposer will provide insurance for a period of (2) two years after final payment of this agreement.
4. **Commercial Auto Liability Insurance:** Proposer shall maintain a commercial automobile liability insurance policy covering all owned, hired, and non-owned vehicles to be used or in connection with Proposer, with coverage limits not less than \$1,000,000 per accident combined single limit bodily injury and property damage.
5. **Payment and Performance Bond and Builders Risk Insurance:** See EXHIBIT D - SCF Sample agreement for requirements.
6. **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.

## **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. §450e(b), the Indian Self-Determination and Education Assistance Act, Proposer shall give preference in all phases of employment and training for all work performed under this Agreement to qualified Alaska Natives and/or American Indians regardless of age, marital status, religion, sex, or "qualified individual disability status," consistent with prevailing law.

#### **7.13 Federal Tort Claims Act**

To the extent that this Contract or any portion of it comes within the coverage of Public Law 101-512 and the Federal Tort Claims Act, 28 U.S.C. §§ 2671- 2680, as implemented (the "FTCA"), all claims for damages by any person alleged to have been caused while carrying out this Agreement by the employees of Owner and/or its subsidiaries, servants, agents, representatives, affiliates, or contractors, including without limitation personal service contractors, shall be governed by the terms and to the extent provided by the FTCA, and such claims shall be made in accordance with 28 C.F.R. Part 14 and related laws.

#### **7.14 Media Contact**

Proposer, its employees, agents, and subcontractors shall not contact any member of the print or electronic media as a representative of SCF without the prior written approval of the President/CEO of SCF. If any member of the print or electronic media contacts the Proposer asking for information, the Proposer will refuse to comment and will refer the inquiry to SCF's Office of Public Relations and the 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

SCF is soliciting proposals from qualified Design-Builders for the pre-construction, programming, design, and construction of a 2-5 story building at the corner of Tudor Road and Elmore Road in Anchorage, AK. The first two floors of the building will house the SCF Adult Crisis Stabilization Center, Adult Crisis Residential Unit, and Detox Center.

If SCF decides to move forward with floors 3-5, the programming and design of these floors will be added to this contract and could include a combination of shell and tenant space.

Preliminary departmental programs identified-to-date include approximately 60,000 SF of space: Detox Center (first floor), Adult Crisis Stabilization Center (first floor), and Adult Crisis Residential (second floor), with the potential for up to three additional stories of programmed space (to be determined SF). The Innova Group developed an initial Program (EXHIBIT E) Detox, Crisis Stabilization and Residential Space Program Floors 1-2, which be used as a starting point for design discussions with the selected Design-Builder.

This RFP is for Phase I Services, to include all pre-construction and design development services, as outlined herein.

### Project Goals

SCF is embarking on this new development at the corner of Tudor Road and Elmore to build on the vision of realizing ***a Native Community that enjoys physical, mental, emotional, and spiritual wellness.***

The successful Design-Builder will have proven experience working with large stakeholder groups, including executives and clinical and facilities subject matter experts, to collaboratively develop this behavioral health, workplace, and general commercial construction.

SCF believes the Progressive Design-Build method of project delivery will advance a successful outcome through having all the "experts in the room" during the design and construction process. SCF is looking for a Design-Build partner to work closely with throughout every stage of the project. It is expected that the successful proposer will spend extensive time "on campus" for in-person, collaborative strategy and design meetings in order to meet SCF's goal to break ground in 2024. Virtual meetings will be considered secondary to in-person collaboration on this project.

Critical Success Factors include the ability for the Progressive Design-Builder to deliver:

- SCF's vision and mission, who we serve, and how we serve translated into a design and construction process
- Nuka system of Care: translation of this relational model of health care into the built environment
- Sustainability, cold climate, and resiliency design features: building and site
- Trauma-informed design: process and outcome
- Accessibility/Universal Design features
- Safety and Security features



- Biophilic Design features

## Design Approach

### Sustainability, Commissioning, and Total Cost of Ownership

SCF will follow an “as the budget allows” approach to sustainability features and commissioning requirements (enhanced) based generally on the 2022 IHS Architect/Engineer Design Guide. For the purposes of responding to this RFP, assume minimum general requirements as stated in the IHS Guide, Sections 4 and 5, unless provided otherwise by SCF in this RFP or by addendum. The Design-Builder is responsible to meet requirements and coordinate with SCF’s commissioning agent (CxA) per Section 4.0. Section 5.0 in the IHS Guide outlines sustainability requirements; LEED certification is NOT required, nor any other 3<sup>rd</sup> party certification. SCF intends to implement design elements of the federal government’s “Guiding Principles” regarding sustainability. Enhanced commissioning is required. A life cycle cost analysis (LCCA) is required. The purpose of the LCCA is to identify and compare life-cycle cost-effective (LCCE) building energy and water systems to provide SCF with choices in terms of performance, longevity, and total cost of ownership. SCF encourages innovative solutions that yield the most cost-effective, high performance, low-maintenance facility for SCF’s building portfolio to-date.

2022 Architect/Engineer Design Guide – Indian Health Service

[2022 Architect Engineer Design Guide \(ihs.gov\)](https://www.ihs.gov/2022-Architect-Engineer-Design-Guide/)

Information on Guiding Principles:

<https://sftool.gov/learn/about/631/guiding-principles-sustainable-federal-buildings>

[https://www.sustainability.gov/pdfs/guiding\\_principles\\_for\\_sustainable\\_federal\\_buildings.pdf](https://www.sustainability.gov/pdfs/guiding_principles_for_sustainable_federal_buildings.pdf)

### AIA Framework for Design Excellence

The “AIA Framework for Design Excellence” ([Framework for Design Excellence - AIA](#)) expands beyond sustainability and building performance and represents the defining principles of good design in the 21st century. Comprised of 10 principles and accompanied by searching questions, the Framework seeks to inform progress toward a zero-carbon, equitable, resilient, and healthy built environment. SCF requires the use of the AIA Framework for Design Excellence as a guide for stakeholder engagement throughout the planning, programming, and design process.

## Project Site

The project site is located at Athenian Village Tract G5-1 (formerly Tracts 3-1, 4-1, 5 & 6) at the corner of Elmore Road and Tudor Rd. The recently re-platted site consists of approximately 3.7 acres (161,888 SF). EXHIBIT F includes Municipality of Anchorage Property Plat and EXHIBIT G includes the Site Map.

Contractors should note the following regarding the site:

- The existing detox facility on this property shall remain operational until the completion of the new building. Demolition of the existing Detox Center shall be provided by the Contractor.

- Utility easements and restrictions on the lot, per the Exhibit F Municipality of Anchorage Property Plat, should be considered during design. There is a natural gas line easement running through the east side of the lot.
- A shared driveway exists for access off Tudor Road. There is also an existing access off Tudor Road, which shall remain. SCF does not wish to access the property off 43<sup>rd</sup>.
- Adult Crisis Stabilization Center is preferred to be located on the West side of 1<sup>st</sup> floor and Detox Services on the east side, with a common entry in the center, facing Tudor Road.
- Adult Crisis Residential shall be on the 2<sup>nd</sup> floor on the building's East side, with shared SCF Building support spaces in the center and shell space on the west side.

### **Phase 1 Pre-Construction Services and Design Scope of Work**

Design-Builder shall:

- Provide programming and design development services (10%, 35%, 65%, 95%, and 100% Drawings and outline, 65%, and 100% Specifications) for Phase I with the end goal of negotiating a firm contract price (GMP) for Phase II (Construction and Commissioning). Final GMP will be negotiated at 100% design phase completion, however a GMP proposal may be requested prior to 100% design completion.
- Submit plans to Authority Having Jurisdiction (AHJ) for review, approval, and permit. SCF will pay for any plan review/ permit fees, etc.
- Note that timely, organized SCF stakeholder engagement is a requirement for scope development. SCF will assist the Design-Builder in determining a pertinent stakeholder list, an engagement work plan, and stakeholder engagement schedule.
- Organize and lead stakeholder workshops to collect and incorporate SCF feedback at the programming (10%), schematic (35%), and design development (65%) phases of the design. Organize and manage this process to obtain timely decisions needed to progress the project. Understanding the short and long-term cost implications for all new systems and equipment will aid in the decision-making process.
- Organize and lead weekly coordination and planning meetings (1-2 hours) with the Project Team, throughout Phase I. These meeting will be regularly held "in-person" with SCF stakeholders in an SCF Anchorage building on the Alaska Native Health Center campus. Virtual meetings can be scheduled as needed.
- Apply Lean Construction practices to actively seek and suggest innovative Value Engineering solutions that will provide value to the owner by means of reduced costs or schedule, increased energy efficiency, operability, or life cycle, and other considerations that will help to align the project costs within SCF's budget.
- Investigate options for design packages that would allow for expedited procurement or phases of work to begin, that would benefit the overall project schedule and present to SCF for discussion and direction. Some early work packages may be removed from Phase II and added to Phase I, if beneficial to SCF.

- Provide recommendations on project phasing in order to deliver the Crisis Stabilization Center portion as soon as feasible—this portion of the project is the driver of the schedule.
- Analyze and provide for parking onsite, as required by the SCF and building design/size as it develops. Investigate options to maximize site parking, including under-ground/under-building parking.
- Autodesk Build (Owner-provided) shall be utilized as the Project Management Information System (PM/Design management software) for all collaboration, storage of documents, meeting minutes, etc. throughout the duration of the project (including Phase II, if awarded).
- Maintain proposed project team for the duration of the project unless otherwise approved by SCF within 21 days of written notice.

## EXHIBIT B: Proposal Offer and Signature

RFP Number: SCF23-1118

RFP Name: SCF Tudor and Elmore Development – Progressive Design-Build RFP

Proposal Due Date: November 20<sup>th</sup>, 2023

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**Proposer shall complete and return EXHIBIT B, Proposal Offer and Signature Page, with your submitted proposal, as a separate PDF file. Proposer shall initial each page and sign and date the last page.**

### **Preparation of Fee Proposals**

**Part I – Phase I Costs:** Guaranteed Maximum Price for Pre-Construction Services (Part 1A), Programming, and 100 % Design (Part 1B). This amount is based on projected hours for employees proposed to work on Pre-Construction Services multiplied by fully burdened hourly rates for each employee plus estimated reimbursable costs (Part IV below). Proposers shall complete EXHIBIT B, showing projected number of hours for each individual employee and the corresponding fully burdened hourly rate for that employee. This item will establish the initial contract value for Pre-Construction Services for the selected contractor.

**Part II – Phase II DB Fee:** Provide the fee on a percentage basis including profit and overhead that will be applied to the direct Cost of the Work during Phase II, the construction phase. SCF expects responsible proposals to fall within reasonable ranges. Contractors that propose fees or amounts below 3% shall provide specific, verifiable examples (within the past 5 years) where they have successfully provided Design-Build services on projects of similar size and complexity for the fee proposed. Costs for the Design-Builder's internal Project Manager for construction phase services shall be included in the proposed DB Fee section, regardless of onsite or home office location. For pricing comparison purposes an estimated Cost of the Work has been provided. This estimated number is for proposal comparison purposes only. The contractor will develop the actual Cost of the Work at completion of the 100% documents. The Proposed Design-Builder Fee percentage included in the price proposal shall be used to establish the actual profit and overhead Fee in the GMP.

**Part III – Bonds and Insurance:** Include costs for the required Bonds and Insurance as set forth in the RFP (see sample contract for requirements). Similar to the DB Fee above, state the percentage and multiply it by the target Guaranteed Maximum Price "GMP" Construction Costs provided to determine the single dollar amount for the Bonds and Insurance cost for the purpose of analysis of the Fee & Price Proposal.

**Part IV – Staff Rates for Phase I:** Includes dollar amounts for staff Member Classifications, Hourly Rates, and Estimated Hours.

**Part V – Summary of Fee & Price Proposal:** The dollar amount for the Phase I Costs will be added to the dollar amounts for the DB Fee, Bonds, and Insurance to determine a single amount that shall be the Proposer's Total Fee/ Price Proposal.

**PROPOSERS MUST COMPLETE THE SECTION BELOW**

A. **Part IA – Pre-Construction Services Fee** (T&M NTE Amount).

\$ \_\_\_\_\_

B. **Part IB – Programming and 100% Design Fee** (T&M NTE Amount).

\$ \_\_\_\_\_

C. **Part II – Construction/ Commissioning D-B Fee** (% of total Construction Cost (GC+DC)).

Assume the Total Estimated Cost of the work to be \$80,000,000, for purposes of this calculation.

\_\_\_\_\_ % \* \$80,000,000 = \$ \_\_\_\_\_

D. **Part III – Bonds and Insurance** (% of total Construction Cost). Assume a Total Estimated Cost of the work to be \$80,000,000, for purposes of these calculations.

**Insurance Premiums:**

\_\_\_\_\_ % \* \$80,000,000 = \$ \_\_\_\_\_

**Performance and Payment Bond:**

\_\_\_\_\_ % \* \$80,000,000 = \$ \_\_\_\_\_

E. **Part IV – Staff Hourly Rates.** Fill out the below table for staff hourly rates. Rates shall be fully burdened to include all Overhead and Profit Add additional Pages as needed.

Staff Name/ Classification	Estimated Hours (Phase I)	Hourly Rate (2024)
		\$
		\$
		\$
		\$
		\$
		\$
		\$

		\$
		\$
		\$
		\$
		\$
		\$
		\$
<b>Estimated Reimbursable Description</b>	<b>Qty</b>	<b>Total Cost</b>
		\$
		\$
		\$
		\$

Annual escalation percentage for Hourly Billing rates \_\_\_\_\_%

<u>Summary of all Proposal Items:</u>	<b>Proposal Amount TOTALS:</b>
Description of Proposal Item: Part I (A +B): <i>Phase I Total Costs</i>	\$ _____
Description of Proposal Item: Part II: <i>DB Fee</i>	\$ _____
Description of Proposal Item: Part III: <i>Bonds and Insurance</i>	\$ _____
<b><u>PROPOSAL TOTAL:</u></b>	\$ _____

See the next page for the Summary Matrix of Cost Allocation.

**NOTE:** This Summary Matrix of Cost Allocation is a general guide provided for convenience that summarizes some of the costs associated with various DB cost categories. In addition to filling out the Proposal Offer and Signature Form, the **Proposer shall provide a detailed manpower loading document outlining proposed staffing including hourly rates for staffing for Phase 1- Pre-construction Services and Design staffing (Include with EXHIBIT B Proposal Offer and Signature form as an attachment). Phase 2 GMP amendment, Direct Cost of the work and General Conditions will be negotiated in good faith with the successful proposer after Phase 1 Pre-construction and Design are complete.**

Description of Services Cost Responsibility Matrix	DB - Percent Fee	Phase 1 Costs	General Conditions	Direct Cost of Work	Change Orders	GMP Contingency	Owner / Other Cost
"SOW" Services outlined in the RFP and supporting documents from conceptualization and programming through 100% Design phase		X					
Value Engineering, Cost Estimating & Target Value Design		X					
Programming and Validation of Basis of Design - scope of work and target cost		X					
Schedule and logistics and planning		X					
Constructability reviews		X					
BIM management plan support and coordination with A/E		X					
Subcontractor planning and procurement development		X					
All Precon Services leading up to contract amendment at the end of Phase I.		X					
Meetings during planning and design phases		X					
Professional Services by A/E thru 100% Design		X					
<b>Contractor - Key Personnel including but not limited to:</b>							
Senior Project Manager / Project Director			X				
Project Executive (for project specific time only)			X				
Project Manager			X				
Superintendence/Coordination			X				
Project Engineer(s)			X				
Field Engineer(s)			X				
MEP & CxA Coordinator(s)			X				
Project Coordinator(s)			X				
BIM Coordinator			X				
Project Administrative support and project assistance			X				
Intern(s)			X				
Scheduler during construction			X				
Labor burden and Payroll taxes and fringes			X				
Cost Engineer / Jobsite Accounting			X				
Project Document control coordinator			X				
Other costs for the Contractor's key personnel as identified in the DB Contract			X				
Meetings and Tours			X				
Planning and Layout coordination			X				
Contractor personnel Computers / software			X				
Coordination for obtaining AHJ, and Owner approvals and permits			X				
Partnering Sessions during Construction as part a Collaborative Project Delivery			X				
Schedule Development and coordination			X				



Electronic documentation			X				
Development and implementation of BIM management plan "BMP"			X				
Development of Operation and Maintenance Manuals and BIM turn over package			X				
Development of Warranty Manuals			X				
Operating Instructions and Facilities Training			X				
Subcontracting process costs			X				
Coordinate and obtain permits			X				
Trade permit application forms and arranging for inspections			X				
Commissioning Coordination for MEP and Building Envelope			X				
Traffic control plan and site logistics planning			X				
Construction Contingency (Coordination of Construction Documents and Work)						X	
<b>Items covered by Fee Percentage: Bonds and Insurance (Refer to Part III of EXHIBIT B, Proposal Offer and Signature)</b>							
Performance & Payment Bond, Insurance	X						
Acceptance of Bonds & Insurance	X						
Premium adjustment for bonds	X						
Builders Risk Insurance							X
<b>Items covered by Fee Percentage: DB Fee: Contractor's Home Office Overhead and Profit (Refer to Part II of EXHIBIT B, Proposal Offer and Signature)</b>							
Principal in Charge	X						
Corporate Accounting	X						
Corporate Software	X						
Corporate Safety office and safety program	X						
Main Office Administration	X						
Corporate IT Director and Corporate IT support & Enterprise PMIS, Scheduling and Accounting Software	X						
Legal	X						
Main Office Payroll processing costs	X						
Main Office Fringe/ Bonus Costs	X						
Corporate Overhead and profit	X						
Percent fee on changes	X						
Contractor Markup - Home office Overhead and Profit	X						
Other costs as outlined in the Contact	X						
<b>Miscellaneous Costs and Items covered by Phase II Costs</b>							
<b>Other Costs</b>							
Changes in Laws					X		
Underground Facilities / Differing Site Conditions not shown or indicated					X		
Authorized changes in the Work					X	X	
Allowance reduction					X		
Changes to subcontractor costs					X	X	
Actual cost of building permit							X
Coordination of Owner contracts							X
Owner Consultants							X
Soils Report, Geotechnical Engineering		X					
Owner's Responsibilities							X

<b>Phase II: Architect's Responsibilities: DB - Phase II - A/E services</b>							
Independent testing laboratory & Special Inspections							X
3rd party Building Envelope Commissioning Agent							X
3rd party Commissioning Agent: ( Mechanical, Electrical, Plumbing, Low Voltage							X
Construction Administration				X			
Negotiated Support Services DB "incidental pick up work"				X			
Subcontractor work & Trade partners				X			
Self-Performance by DB				X			
Bid Package Allowances				X			
Bid Document Reproduction Costs				X			
Advertising for Subcontract Bid Packages				X			
Subcontractor Bonding				X			
<b>Description of Services Cost Responsibility Matrix</b>	<b>DB - Percent Fee</b>	<b>Phase 1 Costs</b>	<b>General Conditions</b>	<b>Direct Cost of the Work</b>	<b>Change Orders</b>	<b>GMP Contingency</b>	<b>Owner/ Other Cost</b>
Copies of documents & blueprints				X			
Reference Points				X			
Builders Risk Insurance Deductible				X			
Survey and layout labor				X			
Licensed Survey				X			
Services, Materials, and Equipment				X			
Patent fees and royalties				X			
Actual cost of trade permits				X			
Charges and inspection fees related to the permits necessary for the prosecution of the Work				X			
Removal of debris during performance of work				X			
Site Safety and protection				X			
Safety equipment, first aid supplies				X			
Temporary provisions				X			
Safety representative and site safety staff				X			
Extended equipment warranties				X			
Delegation of professional design services to Design Build Trade Partners				X			
Cutting, fitting, and patching				X			
Actual rental costs				X			
Transportation, loading, unloading, assembly, dismantling, and removal				X			
Allowances				X			
Tests and inspection by contractor				X			
Uncovering work				X			
Correction or removal of defective work due to Contractor Negligence	X						
Additional copies of the Contract Documents, blueprints, shop drawings, etc.				X			
Project Photographs				X			
Additional staging space				X			
Insurance and bond for stored materials				X			
General cleaning / housekeeping				X			
Cleaning required for specific trades				X			
Final cleaning				X			
Street sweeping				X			
Protect building products				X			
Security barriers				X			

Construction waste / recycling program				X			
Restoration of Project site related to removal of temporary facilities				X			
Pickup truck rental, fuel and maintenance				X			
Construction wages and benefits for trade labor				X			
Material & Equipment Related to Craft Labor & Site Logistics				X			
Rental-Contractor Owned equip				X			
Small Tools and equipment rental				X			
Flatbed Truck Rental/operations				X			
Flatbed Truck Fuel/maintenance				X			
Generator fuel				X			
Provide and maintain construction lighting				X			
Temporary heat (equipment and materials)				X			
Temporary heat (fuel)				X			
Water temporary piping				X			
Drinking water				X			
Weather Protection				X			
Parking and Shuttles				X			
Toilet and handwashing facilities				X			
Mobile communications / Cell Phones	X						
Cranes and Hoisting equipment and material handling				X			
DB field office during construction				X			
Field office supplies and consumables				X			
Postage and Handling / shipping				X			
Project Signage				X			
Field office furniture & equipment				X			
Temporary facilities & enclosures				X			
Temporary site fences and barricades				X			
Dewatering				X			

***AN/AI Preference:***

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

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

Authorized Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Address

City

State

Zip Code

**Acknowledgement of receipt of addenda:**

Addendum No. \_\_\_\_\_ Date Received---- \_\_\_\_\_

Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received---- \_\_\_\_\_

Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received---- \_\_\_\_\_

Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received---- \_\_\_\_\_

Signature \_\_\_\_\_

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:

\_\_\_\_\_