



**Request for Proposal (RFP): # SCF24-1127**

**Interior Painting of Dena A. Coy**

**RFP Release Date: March 29, 2024**

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

*Contract Administrator, Kate Lynch  
Phone: 907-729-3007*

*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

EXHIBIT C: Form of Non-Collusive Affidavit

EXHIBIT D: Floor Plan - Phase I, Phase II, Phase III

EXHIBIT E: DAC Finish Floor Plans (Reflected Ceiling Plan-Interior Elevations)

EXHIBIT F: Interior Painting Specification Section 099123

EXHIBIT G: Division 01 Specs

EXHIBIT H: Sample Contract AIA A104-2017

## **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)

SCF is soliciting proposals from qualified firms interested in providing a lump sum quote for an interior painting project at SCF's Dena A. Coy Facility (DAC) – address to be shared with registered bidders prior to Mandatory pre-bid site visit in Anchorage. The painting will happen in 2 or 3 phases as described in **EXHIBIT A: Scope of Services** 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

The contract term shall begin with the selection of a winning Proposer in March 2024. The tasks described in this RFP shall be completed between June 1<sup>st</sup> and June 14<sup>th</sup>, 2024. **See EXHIBIT D and EXHIBIT E for areas included in Phase I and II that must be completed by June 30<sup>th</sup>, 2024.** The Owner approved project schedule will be further refined with selected Proposer.

A separate RFP may be issued for Phase III and the project schedule for completion of those remaining work areas will be further refined with selected Proposer at that time.

### 2.3 Proposer Registration

Proposers must register with the SCF Contract Administrator by emailing [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com) **no later than April 17, 2024.** 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 sent via email 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 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>March 29, 2024</i>
Deadline for Registration	<i>April 17, 2024</i>
Site Visit and Pre-Bid meeting - <b>MANDATORY</b>	<i>April 25, 2024 – Time TBD</i>
Deadline to Submit Questions	<i>May 1, 2024 by 3PM Alaska time</i>
Proposal Due Date	<i>May 14 by 3PM Alaska time</i>
Anticipated Notice of Award	<i>May 21, 2024</i>
Anticipated Service Start Date	<i>After June 1, 2024</i>
Phase I and II Due Date	<i>June 30, 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 (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 2.4 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.
- 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](mailto:SCFContracts@southcentralfoundation.com) before the advertised date and hour specified in Section 3.1.

The subject line should read, "SCF 24-1127 – Painting Dena A. Coy Proposal".



#### **4.6 Proposal Withdrawal and Correction**

A proposal may be either corrected or withdrawn by submitting a written request to the SCF Contract Administrator prior to the Proposal Due Date and time in Section 3.1, Table 1. In the case of a request to correct a proposal the revised proposal must be submitted at the time of request and receipt confirmed by a non-system generated response from the SCF Contract Administrator.

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

#### Proposal Section 1. Title Page

The title page (cover) should contain the following:

- RFP Name and Identification Number
- Name, title, company, mailing address, phone number, and email address of the person 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. Response to Criteria

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

**A. Similar Project Experience (20 points)**

Provide the name of the project, approximate size/value of Paint scope your company performed, year completed, and Owner/Owner's Rep. contact information. Provide 2-3 references of projects (completed within the last 5 years) of similar size, scope, and with similar challenges (particularly projects in occupied spaces with tight schedules).

**B. Project Approach and Ability to Manage the Project Successfully (20 points)**

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

- How will communications be handled within the team and with SCF to coordinate nightly work area, furniture moving, etc.?
- How will work be phased to minimize disruption to staff and building operations?
- How will disruptions to Staff and Operations, including fumes/odors, be mitigated?
- How your company is best suited to meet this short schedule?

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

**C. Capacity of Resources (20 points)**

Specifically address and commit the availability of key personnel to complete this project on schedule.

**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. Cost Proposal (35 points)**

Complete and sign Exhibit B Proposal Offer and Signature Form with a time and materials not to exceed price for this scope of work. On a separate sheet provide fully burdened hourly rates for the proposed key personnel from the firm.

Proposal Section 4. Key Personnel Resumes

Provide name, years of experience and recent client reference contact information for the paint contractor foreman that will be assigned to this job.

Proposal Section 3. License / Insurance Certificates

Provide the following certifications and licenses in this section:

- A. Alaska Business license 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.

Evaluation Criteria	Point Value
Similar Project Experience	20
Project Approach and Ability to Manage Project Successfully	20
Capacity of Resources	20
AN/AI Preference	5
Cost Proposal	35
<b>Total Point Value - 100</b>	

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 AIA A104-2017, which SCF will provide when ready to enter into an agreement with the winning Proposer. See **Exhibit H: Sample Contract AIA A104-2017** 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. **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.
4. **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. §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 company to complete an interior painting refresh at SCF's Dena A. Coy Facility, specific location will be shared with registered bidders. Contractor shall perform all work required to provide gypsum wallboard (GWB) touchup and paint, in all areas indicated in **EXHIBIT E: DAC Finish Floor Plans (Reflected Ceiling Plan-Interior Elevations)** includes ceiling heights and room dimensions. Additionally, Contractor shall follow the specifications in **EXHIBIT F: Interior Painting Specification section 09 9123** and, which detail product, submittal, and execution requirements for the work.

### Contractor shall:

- Follow all provisions set forth in **EXHIBIT F: Interior Painting Specification section 09 9123** and **EXHIBIT G: Division 01 specs.**
- Perform all moving and masking of furniture as required to complete the work. This includes moving furniture away from walls and ceilings to be painted, as needed to complete the work. Medical equipment and all items mechanically attached to the walls shall be protected and remain in place (refresh wall paint around the equipment).
- Perform all cleanup including replacement of outlets/covers, moving furniture back, etc., prior to 7:00AM each morning.
- Working hours
  - **Phase I** Working hours shall be 7:00PM-7:00AM, Monday through Saturday. Contractor shall check in and out with security daily.
  - **Phase II** Working hours shall be 8:00 AM-5:00PM, Monday through Saturday, with coordination/approval from Program Staff. Contractor will be provided 2 access badges for the duration of the work.
- Provide a 2 day (minimum) look ahead schedule of areas of work, for coordination with and notification of staff, a minimum of 48 hours prior to commencement of the work.
- Complete Phases I, & II to 'refresh' the existing interior paint in the Employee/Common areas indicated in **EXHIBIT E: DAC Finish Floor Plans (Reflected Ceiling Plan-Interior Elevations)**. Areas highlighted in Phase III indicate 'High Sensitivity' and may be completed by in-house personnel or Contractor on an open-end schedule TBD. Match existing color and sheen.
- If flashing is visible after any required touchup Paint, touchup Paint shall be performed 'corner to corner'.
- Submit all completed work to SCF's Construction Project Manager for review and sign off.

**EXHIBIT B: Proposal Offer and Signature Page (1 of 2)**

**RFP Number:** SCF24-1127

**RFP Name:** Interior Painting of Dena A. Coy

**Proposal Due Date:** May 14, 2024 by 3PM Alaska time

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***PROPOSERS MUST COMPLETE THE SECTION BELOW***

A. Firm Fixed Price Contract value \$ \_\_\_\_\_

***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)

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

Contact Name: \_\_\_\_\_

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

\_\_\_\_\_  
Address City ST Zip Code

**EXHIBIT B: Proposal Offer and Signature Page (2 of 2)**

**Acknowledgement of receipt of Addenda:**

Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_ Signature: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_ Signature: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_ Signature: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_ Signature: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

**EXHIBIT 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 \_\_\_\_\_, 2024.

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_