



Request for Proposals (RFP) # SCF24-1126

SCF Fireweed Building and Tudor & Elmore Development Building

Commissioning Agent Services

RFP Release Date: March 14, 2024

*SCF Contracts Department
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Anchorage, AK 99507*

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Important Notice: See Section 2.3.

You must email the SCF Contract Administrator at SCFContracts@southcentralfoundation.com to register and provide Proposer qualifications. Failure to do so may result in the rejection of your proposal.

Table of Contents

| | |
|--|-----------|
| Section 1. Background and History | 1 |
| 1.1 SCF History | 1 |
| 1.2 Vision and Mission Statement | 1 |
| Section 2. General Information..... | 2 |
| 2.1 Purpose of the Request for Proposal (RFP)..... | 2 |
| 2.2 Contract Period..... | 2 |
| 2.3 Proposer Registration..... | 2 |
| 2.4 SCF Contract Administrator..... | 3 |
| Section 3. Request for Proposal Details | 4 |
| 3.1 Schedules..... | 4 |
| 3.2 Deadline for Receipt of Proposals | 4 |
| 3.3 Other Licenses and Registrations Requirements | 4 |
| 3.4 Conflict of Interest and Restrictions..... | 4 |
| 3.5 Addendum to the RFP and Right to Award | 5 |
| 3.6 Cancellation of the RFP..... | 5 |
| 3.7 Contract Negotiations | 5 |
| Section 4. Instructions for Proposers..... | 5 |
| 4.1 Proposer's Review and Substantive Questions..... | 5 |
| 4.2 Filing a Protest..... | 6 |
| 4.3 Proposal Requirements | 6 |
| 4.5 Proposal Submission | 6 |
| 4.6 Proposal Withdrawal and Correction | 7 |
| Section 5. Format for Proposals..... | 8 |
| 5.1 Proposal Content and Format | 8 |
| <i>Proposal Section 1. Title Page.....</i> | <i>8</i> |
| <i>Proposal Section 2. Cover Letter</i> | <i>8</i> |
| <i>Proposal Section 3. Response to Criteria</i> | <i>8</i> |
| <i>Proposal Section 4. Key Personnel/ Resumes</i> | <i>10</i> |
| <i>Proposal Section 4. License / Insurance Certificates.....</i> | <i>10</i> |
| <i>Proposal Section 5: Form of Non-Collusive Affidavit</i> | <i>10</i> |
| Section 6. Selection Process | 10 |
| 6.1 RFP Compliance | 10 |
| 6.2 Evaluation Process..... | 11 |
| 6.3 Evaluation Criteria and Point Value..... | 11 |

| | | |
|---|---|-----------|
| 6.4 | Discussions | 11 |
| 6.5 | Presentations..... | 11 |
| 6.6 | Notice of Award | 12 |
| Section 7. Standard Contract Terms | | 13 |
| 7.1 | Introduction..... | 13 |
| 7.2 | Conflict of Interest..... | 13 |
| 7.3 | Status of Independent Contractor..... | 13 |
| 7.4 | Americans with Disabilities Act..... | 13 |
| 7.5 | Insurance Requirements | 14 |
| 7.6 | Compliance with Legal Obligations and SCF Code of Conduct | 15 |
| 7.7 | Monitoring..... | 15 |
| 7.8 | Lobbying | 15 |
| 7.9 | Exclusion and Debarment | 16 |
| 7.10 | Successors, Assignment or Delegation..... | 17 |
| 7.11 | Nondiscrimination | 17 |
| 7.12 | Alaska Native/American Indian Preference in Employment and Training | 17 |
| 7.13 | Federal Tort Claims Act..... | 17 |
| 7.14 | Media Contact | 17 |
| Section 8. Scope of Services | | 19 |
| 8.1 | Commissioning Process During Design | 19 |
| 8.2 | Commissioning Process During Construction | 21 |
| 8.3 | Commissioning during the Occupancy and Operation Phases | 25 |
| 8.4 | What the Commissioning Authority is NOT Responsible For | 26 |
| 8.5 | Systems and Assemblies to be Commissioned:..... | 26 |
| Section 9. Desired Qualifications | | 29 |
| 9.1 | Principal CxA | 29 |
| 9.2 | CxA Team Members..... | 29 |

EXHIBITS:

- EXHIBIT A: Proposal Offer and Signature Page
- EXHIBIT B: Form of Non-Collusive Affidavit
- EXHIBIT C: TED Building Design-Build RFP Scope of Work and Current Schedule
- EXHIBIT D: Fireweed ITB Scope of Work and Current Schedule
- EXHIBIT E: Responsibility Matrix
- EXHIBIT F: Sample Contract AIA C103-2015/203-2017
- EXHIBIT G: Fireweed Building Renovation Specifications
- EXHIBIT H: Fireweed Building Renovation Drawings
- EXHIBIT I: TED Project Concept Design

Section 1. Background and History

1.1 SCF History

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

1.2 Vision and Mission Statement

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

Section 2. General Information

2.1 Purpose of the Request for Proposal (RFP)

SCF is soliciting proposals from qualified firms interested in serving as the Commissioning Agent (CxA) for two distinct projects. The first project, the Fireweed Building Renovation, is located at 4341 Tudor Centre Drive, in Anchorage, Alaska. This project has been fully designed and was solicited as an Invitation to Bid (ITB). The general contractor has been selected and work is underway. See EXHIBIT D for more information related to this project. (Note that all additive alternates in the drawings are included in the project scope of work.) The second project, the Tudor & Elmore Development (TED) Project, is located at the NW corner of Tudor and Elmore Roads, in Anchorage, Alaska. This project was solicited as a Progressive Design-Build RFP. The design builder is in the process of designing the project and is currently advancing the design from 10% to 35% design. See EXHIBIT C for more information related to this project. SCF seeks to contract with a firm that will act as the Commissioning Agent (CxA) for both projects. See Table 2, Section 3.1 for more information on the schedule for this RFP.

The Scope of Services is provided in Section 8 of this RFP. Also provided with this RFP is the Scope of Work from the ITB for the Fireweed Dental Renovation Project (EXHIBIT D), the Scope of Work from the PDB RFP for the TED Project, (EXHIBIT C), and the Responsibility Matrix (EXHIBIT E), a RACI diagram regarding commissioning activities. Current schedules of each project are also included in the respective exhibits.

2.2 Contract Period

The contract term shall begin as soon as possible. The project schedule(s) will be further refined with each selected building contractor. The selected team will provide commissioning services throughout the design, construction, and occupancy/ operational phases of the project(s), as applicable. It is anticipated that the TED project will be at 35% design by the time CxA is brought onboard.

2.3 Proposer Registration

Proposers must register with the SCF Contract Administrator by emailing SCFContracts@southcentralfoundation.com **no later than March 25th, 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 comment responses, etc. SCF will not be providing updated information via email.

2.4 SCF Contract Administrator

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

SCF Contracts Department

7033 East Tudor Road

Anchorage, AK 99507

Attention: Kate Lynch

Email: SCFContracts@southcentralfoundation.com

Phone: 907-729-3007

Section 3. Request for Proposal Details

3.1 Schedules

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 | March 14, 2024 |
| Deadline for Registration | March 25, 2024 by 3 pm AKDST |
| Deadline for Questions | March 28, 2024 by 3 pm AKDST |
| Proposal Due Date | April 9, 2024 by 3 pm AKDST |
| Anticipated Notice of Award | April 15, 2024 |

Table 1. RFP Schedule

Project Schedules:

See the included current project schedules for the TED PDB Project (EXHIBIT C) and the Fireweed Dental Renovations Project (EXHIBIT D); SCF reserves the right to modify these schedules.

3.2 Deadline for Receipt of Proposals

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

3.3 Other Licenses and Registrations Requirements

All Proposers must hold a valid Alaska Business License.

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

3.4 Conflict of Interest and Restrictions

If Proposer, Proposer’s employee, subcontractor, or any individual providing services under contract to SCF has a perceived or material conflict of interest affecting the objectivity, analysis,

and/or performance under contract, the Proposer is required to submit details in writing to SCF within (10) ten days of issuance of this RFP. SCF will determine if the conflict is significant and material and if so, may notify the Proposer in writing of elimination from the RFP process.

3.5 Addendum to the RFP and Right to Award

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

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

3.6 Cancellation of the RFP

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

3.7 Contract Negotiations

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

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

Section 4. Instructions for Proposers

4.1 Proposer's Review and Substantive Questions

Proposers should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Proposers may submit these comments and/or questions in writing to SCF's Contract Administrator as directed in Section 2.4 of this RFP. This will allow time for written response, clarification, or an addendum to the RFP to be issued, if required, to all Proposers.

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

Proposers making contact with any other SCF employee regarding this RFP may be disqualified. Proposers have no claim against SCF for failure to obtain information made available by SCF and are solely responsible for conducting their own research, due diligence, or other work necessary

for the preparation of proposals, negotiation of agreements, or delivery of services pursuant to any agreement.

4.2 Filing a Protest

A Proposer may protest the award of a contract or the proposed award of a contract. The protest must be filed in writing, addressed to the SCF Contract Administrator, and include the following information:

- The name, address, and telephone number of the protester.
- Signature of the protester or the protester's representative.
- Identification of the RFP.
- Detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- Form of relief requested.

Protests must be submitted to the SCF Contract Administrator within (5) five business days of Notice of Award date, as provided in Section 3.1 of this RFP. Only Proposers that submitted a valid proposal may file a protest.

4.3 Proposal Requirements

- A. SCF requests Proposers submit (1) one proposal consisting of Proposer's detailed plan for provision of services.
- B. Proposers may not submit more than (1) one proposal.
- C. A proposal's content will not be disclosed to other Proposers.
- D. All proposals and other material submitted become the property of SCF.
- E. SCF assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
- F. SCF discourages excessive or costly proposals. All costs incurred by Proposers in preparing and submitting a proposal are the Proposer's responsibility and shall not be charged to SCF or reflected as an expense of the resulting contract.
- G. It is the responsibility of the Proposer to indicate within their proposal the applicability and compliance required of any other Federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
- H. In the event that only one proposal is received, SCF reserves the right to restructure the RFP and/or extend the due date of proposals.

4.5 Proposal Submission

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

The subject line should read, “SCF22-1126 – Fireweed Building and Tudor & Elmore Development Building - Commissioning Agent Services Proposal”.

4.6 Proposal Withdrawal and Correction

A proposal may be corrected or withdrawn by written request to the SCF Contract Administrator if received by 5:00pm AKDST two days prior to the date and time proposals are due. Corrected proposals must be received by the SCF Contract Administrator prior to the date and time of proposals being due.

Section 5. Format for Proposals

5.1 Proposal Content and Format

The proposals should be compiled in a professional manner, organized exactly in accordance with this section, with page numbers in bottom righthand corner of footer. Proposers should respond directly to the evaluation criteria for this project; generic marketing information is not acceptable. Additional material (other than that requested below) is not required or desired. Clarity and brevity are encouraged. 11 pt minimum font, Arial – all pages; document should be “Portrait” orientation format. 10 pages maximum, including Response to Criteria and resumes.

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

Proposal Section 1. Title Page

The title page (cover) should contain the following:

- RFP Name and Identification Number
- Name, title, company, mailing address, phone number, and email address of the person(s) authorized to commit the Proposer to contractual arrangement with SCF. This person(s) will be the Proposer’s authorized contact for all communication. Proposer may also identify an alternate 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 make up and organizational relationships. Letter shall be signed by the Proposer’s authorized contact.

Proposal Section 3. Response to Criteria

Proposers shall carefully review Section 8, Scope of Services in preparing their proposal.

A. Similar Commissioning Project Experience. (20 points)

Provide a summary description of your firm’s commissioning experience within the last 5 years. Provide project and professional references and experience for three to five



commissioning projects for which the Proposer was the principal CxA in the last five years. Include a description of each project identifying when the Proposer came into the project and describe the involvement of each individual on the Proposer's team in the project. For each project, include the name and telephone number of the Owner or Owner's project manager.

B. Key Personnel Resumes (15 points)

Provide key personnel resumes in accordance with section 4, below.

C. Project approach and ability to manage the project successfully. (25 points)

Provide a work plan(s) demonstrating your approach to these projects. The following should be addressed: Describe your proposed approach to managing the projects expertly and efficiently, including your team's participation. Describe what approach you will take to integrate commissioning into the normal design and construction processes. Describe what you will do to foster teamwork and cooperation from contractors and designers. Provide a proposed CxA program schedule for each project.

As an attachment, provide the following work products written by members of the Proposer's team (One example of each):

- Commissioning plan that was executed
- Commissioning specifications
- An actual Function Test Procedure that was executed

D. Capacity of Resources. (10 points)

Specifically address availability of key personnel to these projects from May 2024 – December 2026 (start of CxA services through one-year warranty period). Identify current projects now underway, staff commitments to the project, current schedule for completion, and any significant issues that would limit your firm's capacity to perform this work.

E. 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.

F. Cost Proposal. (25 points)

Provide a price for the Commissioning Services for each phase of each project, as outlined in Exhibit A. Please complete and sign Exhibit A, Proposal Offer and Signature Form.

Proposal Section 4. Key Personnel/ Resumes

List the key individual who will serve as the principal CxA for this contract and describe his or her relevant qualifications and experience. This information is required in addition to any detailed resumes the Proposer submits. The contract will require that this individual be committed to the projects for their duration.

Provide resumes for all key personnel that will be assigned to each project. Each team member's resume shall not exceed one page. List name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities if relevant, and a description of similar projects individual was associated with during the last five years including type of project and project cost. Include references with current contact information for the three most recent relevant projects for each key individual.

Proposal Section 4. License / Insurance Certificates

Provide the following certifications and licenses in this section:

- A. Alaska Business license or any other professional licenses, certifications, and/or registrations as required by this RFP in Section 3.3.
- B. Insurance certificate; include proof of insurance. Limits included in Section 7.5.

Proposal Section 5: Form of Non-Collusive Affidavit

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

Section 6. Selection Process

6.1 RFP Compliance

Prior to evaluation, each proposal will be reviewed to determine whether it is compliant with RFP requirements. 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 non-compliance to formatting requirements of RFP.
- d. Insufficient information regarding scope of work or compensation (or hourly rates (delivered under separate email)).

6.2 Evaluation Process

An evaluation committee consisting of (3) three or more individuals will independently evaluate proposal compliance and content.

6.3 Evaluation Criteria and Point Value

Proposal evaluation will be based on Table 2 criteria and point values and will be documented by recording a final score calculated as the average score of the three committee members' individual point value totals.

| | Evaluation Criteria | Point Value |
|--------------------------------|---|--------------------|
| 1 | Similar Commissioning Project Experience | 20 |
| 2 | Key Personnel Resumes | 15 |
| 3 | Project approach and ability to manage project successfully | 25 |
| 4 | Capacity of Resources | 10 |
| 5 | AN/AI Preference | 5 |
| 6 | Cost Proposal | 25 |
| Total Point Value - 100 | | |

Table 2. Evaluation Criteria and Point Value

6.4 Discussions

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

6.5 Presentations

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

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



6.6 Notice of Award

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

Section 7. Standard Contract Terms

7.1 Introduction

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

The Agreement between the two parties will be the AIA Document C103-2017 and C203-2017, Standard Form of Consultant's Services: Commissioning. See EXHIBIT F, for an SCF modified sample contract. SCF will provide this document when ready to enter into an agreement with the winning Proposer.

7.2 Conflict of Interest

Proposer shall not refer work to itself or to any prohibited entity in violation of the Stark anti-kickback provisions of Federal law. During the term of this Agreement, at any time and from time to time, Proposer agrees to immediately notify 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. **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 terms and conditions and comply with the same insurance provision as required herein as required by Alaska law during the course of its subcontractors' operations. Proposer shall provide written copies of all subcontractors' certificates of insurance and endorsements to SCF prior to any subcontractor commencing work.

7.6 Compliance with Legal Obligations and SCF Code of Conduct

Proposer agrees to comply with all Federal, state and local laws; SCF clean construction procedures; ethical, environmental or safety business standards; and any underlying agreement or grant provisions to which SCF is subject. Proposer shall ensure that the provision of services and/or expenditure of funds under this Agreement do not violate any laws, business standards, or underlying agreement or grants. Proposer shall be responsible for any damage or injury not caused by SCF as a result of Proposer's, or any subcontractor's or their employees', servants,' or agents' failure to comply with any law, applicable business standard or underlying agreement or grant. Furthermore, Proposer has been supplied with a copy of SCF's Code of Conduct and agrees to comply with its provisions and to complete SCF compliance training if necessary. The link to SCF's Ethics & Compliance page containing the Code of Conduct and Ethics can be found at: <https://www.southcentralfoundation.com/about-us/ethics-and-compliance/>

7.7 Monitoring

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

7.8 Lobbying

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any Federal contract; the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, or cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.9 Exclusion and Debarment

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

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

7.10 Successors, Assignment or Delegation

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

7.11 Nondiscrimination

Proposer has an obligation to provide a safe environment for all employees, customers-owners and visitors. SCF prohibits discrimination based on: race, age, color, sex, sexual orientation, gender identity, religion, national origin, disability, marital status (including changes in marital status), parental status, pregnancy, military status and genetic information.

7.12 Alaska Native/American Indian Preference in Employment and Training

Pursuant to Section 7(B) of P.L. 93-638, 25 U.S.C. §450e(b), the Indian Self-Determination and Education Assistance Act, Proposer shall give preference in all phases of employment and training for all work performed under this Agreement to qualified Alaska Natives and/or American Indians regardless of age, marital status, religion, sex, or “qualified individual disability status,” consistent with prevailing law.

7.13 Federal Tort Claims Act

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

7.14 Media Contact

Proposer, its employees, agents, and subcontractors shall not contact any member of the print or electronic media as a representative of SCF without the prior written approval of the President/CEO of SCF. If any member of the print or electronic media contacts the Proposer asking



for information, the Proposer will refuse to comment and will refer the inquiry to SCF's Office of Public Relations and the 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.

Section 8. Scope of Services

The Scope of work for each project shall vary, as one is in design, and the other in construction. For the TED Project, all scopes listed below shall apply. For the Fireweed Project, include all scope listed below, beginning with Section 8.2, Commissioning During Construction. Each project shall be carried out as a distinct project, even though this RFP seeks to hire a CxA for both projects.

The first task of the CxA on the TED Project is to develop the Owner’s Project Requirements (OPR) with input from SCF. The primary role of the CxA is to ensure that the design, construction, and operation of the facility meets the Owner’s Project Requirements (OPR).

The following is a summary of the commissioning process SCF intends to implement on this program. This process is as defined in the American Society of Healthcare Engineers (ASHE) *Health Facility Commissioning Guidelines* (from which this RFP was adapted). This process will follow the commissioning recommendations in the 2019 Indian Health Service A/E Design Guide.

8.1 Commissioning Process During Design

8.1.1 Meetings (TED Project Only)

- **Owner Kick-Off Meeting** – Upon award of a contract, the CxA will lead the Owner Kick-off Meeting and discuss, and confirm with Owner, the CxA’s understanding of the Owner’s goals and requirements and the CxA’s responsibilities on this project.
- **Pre-Design/Sustainability Charette** – The CxA will participate in the A/E-led Sustainability Charette to identify and refine Owner’s goals for sustainability and help to establish the Owner’s Project Requirements (OPR). Allow for up to ½ day for this meeting. Anticipated date to be determined.
- **Design review meetings** – The CxA will be required to attend and participate in the design review meetings at the end of each design phase: SD (May 2024), DD (July/August 2024), and CD (November 2024). The CxA will also attend 1-2 regular design phase meetings to present the Cx Plan.

8.1.2 Owner’s Project Requirements (TED Project Only)

The CxA will work with SCF or their designated representative and the A/E design team to create the OPR and to establish aggressive yet attainable and fiscally responsible energy efficiency goals. SCF wishes to create an OPR that is “right-sized” for this project and expects the CxA to provide recommendations on the level of granularity for the OPR. The CxA to also provide recommendations on building envelope commissioning.

- 8.1.2.1** The CxA will develop full commissioning specifications based on the OPR in the format compatible with design documents.
- 8.1.2.2** The CxA will coordinate with the design team to integrate the commissioning specifications into the project specifications prepared by the project architect and engineers.
- 8.1.2.3** The commissioning specifications will include the elements defined in the ASHRAE *Health Facility Commissioning Guideline*, including a detailed description of the responsibilities of all the parties, details of the commissioning process, reporting and documentation requirements (including formats), deficiency resolution, pre-functional checklist requirements, functional testing requirements, test and balancing requirements, training, O&M manuals, record document requirements and re-testing responsibilities.

8.1.3 Design Documents (TED Project Only)

The CxA will review the design documents with a focus on commissionability, design completeness, cost-effectiveness, coordination of trades and energy efficiency. For each review the CxA will prepare a written list of comments (in a format consistent with other reviewers) for SCF and design team. The CxA will conduct the following reviews:

8.1.3.1 Basis of Design (BOD)

Collaborate with the design team as they develop the Basis of Design (BOD). Review the BOD to verify compliance with the OPR. The design team is to provide the BOD documentation for use during this review.

8.1.3.2 Plan Reviews

Perform reviews at Schematic Design (SD's – 35%), Design Development (DDs - 65%) and Construction Documents (CDs – 95%).

8.1.3.3 HVAC Control System Sequences of Operations

Review these sequences carefully to make certain they contain adequate detail and incorporate energy-efficient processes (e.g., static pressure setpoint reset, supply air temperature setpoint reset, occupancy sensor, unoccupied/occupied air changes rates, weekly scheduling with optimal start/stop, etc.).

8.1.4 Commissioning Plan (Both Projects)

The CxA will develop a commissioning plan that encompasses the design, construction, and occupancy and operations phases for the TED Building Project. For the TED Building project, the CxA will develop the initial commissioning plan during the design phase. For the Fireweed Building Project, the CxA shall develop the commissioning plan ASAP upon receiving Notice to Proceed. Only new equipment and their respective systems shall be commissioned unless

commissioning of existing systems is recommended to achieve maximum efficiency of the entire facility. Plans for each project should include the following:

- 8.1.4.1** A project-specific description of equipment to be commissioned.
- 8.1.4.2** A description of the rules of the Cx team, including the responsibilities of the Owner, A/E, contractors and CxA.
- 8.1.4.3** Sample prototypical pre-functional checklists (PFCs) for each piece of equipment in the commissioning scope.
- 8.1.4.4** Sample prototypical functional performance tests (FPTs) that define acceptable results of the tests to be performed.

8.2 Commissioning Process During Construction (Both Projects)

8.2.1 Meetings

8.2.1.1 Kick-off Meeting

The CxA will plan, conduct, and document a pre-construction commissioning meeting within 60 days of construction contract award.

8.2.1.2 Commissioning Meetings

The CxA will coordinate and direct the commissioning activities in conjunction with the building contractor and/or construction manager in a logical, sequential, and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise. Meetings will be held as necessary to coordinate the commissioning process. At a minimum, the CxA will conduct ‘milestone meetings’ at the beginning of each phase of commissioning, including the following:

- Shop drawing submission
- Equipment installation
- Creation of pre-functional checklists
- Equipment start-up
- Functional performance testing
- Submission of operating and maintenance manuals
- Owner training
- Seasonal testing
- One-year warranty testing

Some of these meetings may be combined, if approved by SCF in advance.



8.2.1.3 Project Meetings

The CxA will review the minutes of the regular project meetings and attend selected project meetings as needed to resolve issues, concerns, and schedule.

8.2.2 Construction Phase Commissioning Plan

The CxA will revise the commissioning plan developed during design, including scope and schedule as necessary. Include re-commissioning, testing, and balancing of equipment systems in the existing building, as necessary and recommended to achieve maximum efficiency of the entire facility (Fireweed only).

8.2.2.1 The CxA will prepare project specific pre-functional checklists (PFCs) for each piece of equipment in the commissioning scope and include these in the commissioning plan. Generic PFCs or equipment start-up checklists are not acceptable.

8.2.2.2 Prepare project specific functional performance test (FPT) procedures that define acceptable results of the tests to be performed and include these in the commissioning plan. Generic FPTs are not acceptable.

8.2.3 Reviews

8.2.3.1 Submittals and Shop Drawings

The CxA will review contractor submittals and shop drawings applicable to systems being commissioned to ensure compliance with the commissioning plan, commissioning specifications and OPR. The CxA will also review these documents with facility O&M personnel. The CxA will forward comments and concerns in writing to the design team and SCF. Reviews must be concurrent with A/E review, must be conducted in a timely manner, and must not affect the construction schedule of the building contractor.

8.2.3.2 O&M Manuals

The CxA will review the O&M manuals to ensure proper content and format.

8.2.3.3 Start-up Plan

The CxA will review the start-up plan to ensure operational parameters outlined in the OPR will be met. The review will include start-up training



procedures for maintenance personnel who will be operating the equipment after occupancy.

8.2.3.4 HVAC Control System Programming

The CxA will review the programs before implementation to ensure proper performance of the HVAC system.

8.2.3.5 Training Program

The CxA will review training procedures for all equipment included in the commissioning plan to ensure an appropriate transition to operational sustainability by maintenance personnel. These training procedures should be specific to the unique parameters needed for the O&M staff to ensure the equipment performs at the desired efficiencies outlined in the OPR. These training procedures are in addition to standard training in systems operation normally associated with turnover/ takeover activities at the end of a project.

8.2.3.6 TAB Report

The CxA will review the testing, adjusting, and balancing (TAB) report prepared by the contractor and prepare a written response. The CxA will also spot-check a representative sample of airflow and water flow readings as documented in the TAB report. The duration of the sampling will be two eight-hour days for the TED Project and one eight-hour day for Fireweed.

8.2.3.7 Record Drawings

The CxA will review the record drawings with O&M personnel and identify known discrepancies between these documents and as-installed conditions. The CxA will forward a list of these discrepancies to SCF, building contractor and design team for incorporation into the record drawings.

8.2.4 Scheduling

The CxA will coordinate the commissioning tasks with the building contractor to ensure that commissioning activities are included in their master schedule.

8.2.5 O&M Staff Construction Site Tours

The CxA will offer facility O&M personnel tours of the construction site when onsite for other purposes, discussing the equipment, systems, OPR, BOD, scheduled maintenance requirements, sequences of operation and so on. The CxA will maintain a list of any

O&M staff comments and concerns and will work with the design team and contractor to provide coordinated responses.

8.2.6 Pre-functional Inspection and Checklists

The CxA will execute the PFCs in phases (e.g., equipment installation, piping rough-in, electrical rough-in, feeder and load side termination for electrical systems, etc.) as the work progresses. This process is intended to document that the installation occurs per the contract documents as the work is installed rather than waiting until all installation is complete. Resolution of deficiencies is documented on subsequent site visits. All elements of equipment and systems installation and all PFCs must be complete prior to functional testing.

8.2.7 Equipment and Systems Start-up

The CxA will review equipment start-up procedures, witness the start-up of critical systems, and review the completed start-up documentation.

8.2.8 Functional Performance Tests

The CxA will develop a testing plan for all equipment, systems, and integrated systems. The CxA will direct execution of the functional performance tests by the responsible subcontractors. The FPTs are conducted at design full load, partial load, and emergency conditions. The tests proceed from tests of simple systems to tests of complex systems to tests of integrated systems. The CxA will invite O&M personnel to attend and witness testing. The CxA will document test results and recommend systems for acceptance.

8.2.8.1 Facilitate Pressure Testing

Per ASHE *Health Facility Commissioning Guidelines* requirements, pressure testing will be conducted on isolation rooms and associated anterooms, operating rooms, procedure rooms, airborne infection isolation (all) rooms and protective environment (PE) rooms, if applicable (TBD).

8.2.8.2 Fire and Smoke Damper Testing

The CxA will verify that all dampers have been tested per the ASHE *Health Facility Commissioning Guidelines* and provide a report (as defined in those guidelines) that lists each damper number, damper location, date of inspection and damper inspection results.

8.2.8.3 Trends

The CxA will document that specified trends are implemented and operational as required by the commissioning specifications.



8.2.9 Site Visits

For proposal purposes, please include 3 site visits during construction for the Fireweed Building Project and 15 site visits during construction of the TED Building Project. CxA will perform site visits, as necessary, to observe component and system installations.

8.2.10 Reports/Logs

8.2.10.1 Maintain a master issues log and separate testing record. The log will include a definition of each issue, the date it was identified, a proposed corrective plan, the responsible party, the date of anticipated resolution and its current status.

8.2.10.2 Provide the Owner with written progress reports and test results with recommended actions.

8.2.11 Training

8.2.11.1 The CxA will monitor scheduling and execution of the training process to ensure it is conducted as specified and as planned in the training program. The CxA will also monitor recordings made of the training process to ensure their quality is acceptable and according to specifications.

8.2.12 Final Commissioning Report and Systems Manual

The CxA will complete the commissioning report and a systems manual for turnover/takeover at the completion of the construction phase. These documents will conform to the requirements of the Building Commissioning Association's standards or ASHRAE Guidelines.

8.3 Commissioning during the Occupancy and Operation Phases (Both Projects)

8.3.1 Testing

Coordinate required seasonal or deferred testing and deficiency corrections and provide final testing documentation for the commissioning record and O&M manuals.

8.3.2 Post-Occupancy Visits

The CxA will return to each project site 10 months into each 12-month warranty period and review with facility staff the current building operation and condition of outstanding issues related to the original and seasonal commissioning. The CxA will also interview

facility staff and identify their problems or concerns with operating the building as originally intended.

8.3.3 Lessons Learned Meeting

The CxA will lead a meeting with the Owner, contractors, designers, operators, and occupants coinciding with the post-occupancy visit to identify lessons learned.

8.4 What the Commissioning Authority is NOT Responsible For

The CxA is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating or construction management. The CxA may assist with problem solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the architect and the building contractor.

8.5 Systems and Assemblies to be Commissioned:

| Life Safety System | |
|---|------|
| Fire Alarm Control Panel and Annunciator Panel | 100% |
| Fire Pump with Jockey Pump | 100% |
| Flow Switch | 100% |
| Fire Sprinklers | 50% |
| Doors with Frames Fire Rating | 50% |
| Exit Light Fixtures | 50% |
| Emergency Lighting | 50% |
| Smoke Detectors and Sensors | 50% |
| Fire and Smoke Dampers | 50% |
| Horn/Strobe Lights for Fire Alarm | 25% |
| Manual Pull Stations | 25% |
| Building Security and Communication System | |
| Nurse Call System | 100% |
| Infant Protection and Alarm System | 100% |

| | |
|--|------|
| Security System | 100% |
| Public Address System | 100% |
| Building Automation System with Control Strategies | |
| Direct Digital Control (DDC) or Building Automation System (BAS) | 100% |
| Energy Management Control System (EMCS) | 100% |
| Electrical or Pneumatic Controls | 100% |
| Air Handling Unit System | |
| Air Handling Unit including Supply and Return (or Relief) fans (including air pressure adjacency validation) | 100% |
| Exhaust Air Fans | 100% |
| Terminal Units (or VAV boxes) | 25% |
| Diffusers/Grilles (Supply, Return and Exhaust) | 25% |
| Ductwork (Supply, Return, Exhaust) | 25% |
| Chilled and Hot water pumping system | 25% |
| Major Mechanical Systems | |
| Chilled Water System including Chiller, Cooling Tower and Pumps | 100% |
| Heating Hot Water System including Boiler, Fuel system and Pumps | 100% |
| Process System (Steam for Sterilizers, Humidifier, etc.) | 100% |
| Major Electrical Systems | |
| Main Switchgear and all electrical panel boards | 100% |
| Emergency & Standby Generators with ATS | 100% |
| Arc Flash Hazard warning signs on electrical panels | 100% |
| Coordination and Short Circuit Study information | 100% |

| | |
|---|-------|
| Lighting Protection with Building Grounding System | 100% |
| Transient Voltage Surge Suppression (TVSS) System | 100% |
| Advanced Metering System | 100% |
| Renewable Energy System | 100% |
| Building Lighting Control system | 50% |
| Regular and K-type Transformers | 50% |
| Backflow Preventer | |
| Potable water, Fire Sprinkler system, Chiller, Cooling Tower, and Boiler water supply | 100% |
| Medical Gas and Dental Vacuum System | |
| Oxygen System, Nitrous Oxide System, Medical Air System, Dental Air System, Dental Vacuum System, Laboratory Gas System, Air Compressor, Medical Gas System Equipment | 100% |
| Standby Generator Fuel Gas System | 100% |
| Medical Equipment Power Supply System | |
| CT-Scanner, X-Ray and MRI equipment, UPS requirements to protect equipment | 100% |
| Telecommunication and Television Cable System | users |
| Building Security System | users |
| Medical Waste Disposal System | users |

Section 9. Desired Qualifications

9.1 Principal CxA

The person designated as the principal CxA should satisfy the following requirements:

- Has acted as the principal CxA for at least three projects of similar size and complexity in the last 5 years in Alaska.
- Is experienced in the quality process.
- Has extensive experience in the operation and troubleshooting of HVAC systems, energy management control systems and lighting control systems. Extensive field experience is required. A minimum of 5 full years in this type of work is required.
- Is knowledgeable in building operation and maintenance and O&M training.
- Is knowledgeable in test and balance of both air and water systems.
- Is experienced in energy-efficient equipment design and control strategy optimization.
- Has direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.
- Has excellent verbal and written communication skills, highly organized and able to work with both management and trade contractors.
- Has a bachelor's degree in mechanical engineering and Alaska PE certification.

9.2 CxA Team Members

The CxA firm will demonstrate depth of experienced personnel and capability in its team members to sustain loss of assigned personnel without compromising quality and timeliness of performance.



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

RFP Number: SCF24-1126

RFP Name: Fireweed Building and Tudor & Elmore Development Building - Commissioning Agent Services

Proposal Due Date: April 9, 2024

PROPOSERS MUST COMPLETE THE SECTION BELOW

Provide Not to Exceed Pricing for each phase below. Include an hourly rate sheet for all personnel. Project shall be billed on a T&M basis, with the total cost not exceeding the Total Price Proposal below.

- A. Cx During Design Phases (TED) \$ _____
- B. Cx During Construction Phase (TED) \$ _____
- C. Cx During Occupancy & Operational Phases (TED) \$ _____
- D. Cx During Construction Phase (Fireweed) \$ _____
- E. Cx During Occupancy & Operational Phases (Fireweed) \$ _____
- TOTAL PRICE PROPOSAL** \$ _____

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

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

Company Name: _____

Contact Name: _____

Email: _____

Phone: _____

Address

City

State

Zip Code



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

Acknowledgement of receipt of Addenda:

Addendum No. _____ Date Received: _____ Signature: _____

Addendum No. _____ Date Received: _____ Signature: _____

Addendum No. _____ Date Received: _____ Signature: _____

Addendum No. _____ Date Received: _____ Signature: _____

Addendum No. _____ Date Received: _____ Signature: _____

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

Authorized Signature: _____ Date: _____

EXHIBIT B: Form of Non-Collusive Affidavit

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

(PRIME PROPOSER)

State of: _____

_____Judicial District

_____, being first duly sworn, deposes and says:

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

Signature of: _____

Proposer's Representative

NOTARY

Subscribed and sworn to before me this _____ day of _____, 2024.

My Commission Expires:
