



Request for Proposals (RFP): # SCF24-1124

3606 Rhone Circle Roof Replacement Design-Build

RFP Release Date: April 5, 2024

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

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

E-Mail: SCFContracts@southcentralfoundation.com

Important Notice: See Section 2.3.

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

Table of Contents

Section 1. Background and History	2
1.1 SCF History	2
1.2 Vision and Mission Statement	2
1.3 SCF Facilities	2
Section 2. General Information.....	3
2.1 Purpose of the Request for Proposal (RFP).....	3
2.2 Contract Period.....	3
2.3 Proposer Registration and Mandatory Pre-Proposal Conference	3
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 Proposal Requirements	6
4.3 Proposal Submission	6
4.4 Proposal Withdrawal and Correction	6
Section 5. Format for Proposals.....	7
5.1 Proposal Content and Format	7
<i>Proposal Section 1. Response to Criteria</i>	<i>7</i>
<i>Proposal Section 2. Key Personnel.....</i>	<i>8</i>
<i>Proposal Section 3. License / Insurance Certificates.....</i>	<i>8</i>
<i>Proposal Section 4: Form of Non-Collusive Affidavit</i>	<i>8</i>
Section 6. Selection Process	8
6.1 RFP Compliance	8
6.2 Evaluation Process.....	9
6.3 Evaluation Criteria and Point Value.....	9
6.4 Discussions	9

6.5 Notice of Award 9

Section 7. Standard Contract Terms 10

7.1 Introduction 10

7.2 Conflict of Interest..... 10

7.3 Status of Independent Contractor..... 10

7.4 Americans with Disabilities Act 10

7.5 Insurance Requirements 11

7.6 Compliance with Legal Obligations and SCF Code of Conduct 12

7.7 Monitoring..... 12

7.8 Lobbying 12

7.9 Exclusion and Debarment 13

7.10 Successors, Assignment or Delegation..... 13

7.11 Nondiscrimination 14

7.12 Alaska Native/American Indian Preference in Employment and Training 14

7.13 Federal Tort Claims Act..... 14

7.14 Media Contact 14

EXHIBITS:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Proposal Offer and Signature Page
- EXHIBIT C: Form of Non-Collusive Affidavit
- EXHIBIT D: Roof Photos
- EXHIBIT E: Limited Hazardous Building Materials Inventory
- EXHIBIT F: SCF Modified A141-2014 Sample Contract

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 Design-Builders interested in providing a proposal for the design, supply, and installation of a replacement low-slope roof and roof drainage system at 3606 Rhone Circle, Anchorage, AK 99503. This building is currently unoccupied and SCF wishes to see the design and replacement work completed as soon as feasible in 2024 or Spring/Summer 2025. See Section 3.1. Schedules, for more Information.

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

2.2 Contract Period

The contract term shall begin with the selection of a winning Proposer in May/June 2024. Proposers should provide the soonest completion date based on their calendar of other committed projects. SCF would like this work completed as soon as feasible in 2024 or Spring/Summer 2025.

2.3 Proposer Registration and Mandatory Pre-Proposal Site Visit

Proposers must register with the SCF Contract Administrator by emailing SCFContracts@southcentralfoundation.com **no later than April 24, 2024. The Mandatory Pre-Proposal Site Visit will be at 1:00 PM on April 24th, 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. Registered proposers attending the Pre-Proposal Site Visit shall meet in the parking lot at 3606 Rhone Circle, Anchorage, Alaska 99503, at 1:00 PM, April 24th, 2024.

2.4 SCF Contract Administrator

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

SCF Contracts Department
7033 East Tudor Road
Anchorage, AK 99507
Attention: Colleen Abad
Email: SCFContracts@southcentralfoundation.com
Phone: 907-729-6762

Section 3. Request for Proposal Details

3.1 Schedules

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

RFP Schedule

RFP Release Date	April 5, 2024
Deadline for Registration	April 24, 2024 by 1:00 pm AK Time
Mandatory Pre-Bid Site Visit	April 24, 2024, 1:00 pm AK Time
Deadline for Questions	May 2, 2024, by 3 pm AK Time
Proposal Due Date	May 20, 2024, by 3 pm AK Time
Anticipated Notice of Award	May 30, 2024
Substantial Completion	As soon as feasible in 2024 or Spring/Summer 2025

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 Proposal Requirements

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

4.3 Proposal Submission

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

The subject line should read, "SCF24-1124 – 3606 Rhone Circle Roof Replacement Design-Build Proposal".

4.4 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 to 6 pages total. Title page, Cover Letter, Licenses/Certificates and Forms are not included in page limit.

Section 1, Response to Criteria.....	6 pages
Section 2, Key Personnel	no page limit (resumes shall not exceed 2 pages)
Section 3, Licenses/Insurance Certificates.....	not included in page limit
Section 4, Form of Non-Collusive Affidavit (notarized).....	not included in page limit
Section 5, Proposal Offer and Signature Page.....	not included in page limit

Proposal Section 1. Response to Criteria

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

A. Similar Project Experience (20 points)

Provide the name of the project and approximate size/value of similar roofing design-build and/or replacement projects your company has performed, year completed, and Owner/Owner’s Representative contact information. Include any projects (completed within the last 5 years) of similar size, scope, and with similar challenges.

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 design and construction progress, expedite decision making, and complete the project in a timely manner?
- How your company is best suited to meet their proposed schedule and install the new roof as soon as feasible? Schedule is important to SCF, along with price.

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. Price (35 points)

Complete and sign Exhibit B Proposal Offer and Signature Form.

Proposal Section 2. Key Personnel

Provide a 1–2 page resume for each lead designer of each discipline that will be involved in the design of the project, as well as for the construction project manager and superintendent that will be responsible for the daily management of the project. Provide name, years of experience, and recent client reference contact information for the Design-Builder’s construction foreman/supervisor 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
Price Proposal	35
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 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 A141-2014, SCF Modified, Standard Form of Agreement Between Owner and Design-Builder, which SCF will provide when ready to enter into an agreement with the winning Proposer. See Exhibit F, Sample of SCF Modified A141-2014.

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 insurance provisions as required herein as required by Alaska law during the course of its subcontractors' operations. Proposer shall provide written copies of all subcontractors' certificates of insurance and endorsements to SCF prior to any subcontractor commencing work.

7.6 Compliance with Legal Obligations and SCF Code of Conduct

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

7.7 Monitoring

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

7.8 Lobbying

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

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

grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

7.9 Exclusion and Debarment

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

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

7.10 Successors, Assignment or Delegation

This Agreement may not be assigned or subcontracted or otherwise transferred by Proposer without the prior written consent of SCF, which SCF may withhold for any reason or for no reason,

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

7.11 Nondiscrimination

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

7.12 Alaska Native/American Indian Preference in Employment and Training

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

7.13 Federal Tort Claims Act

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

7.14 Media Contact

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

EXHIBIT A: Scope of Services

Southcentral Foundation wishes to contract with a Design-Builder to design and install a replacement low-slope roofing and roof drain system at 3606 Rhone Circle in Anchorage, AK 99503. The existing building is currently unoccupied and constructed of structural steel and a split-face CMU exterior, with metal stud framing; contractor to verify. The roof is approximately 3,200 SF and has exceeded its useful lifespan. The Design-Builder shall provide a design that meets or exceeds local code requirements and that addresses current issues of ice damming, ponding, ice overhangs, and leaking. The current roof system drains exclusively through scuppers and creates severe ice damming at overhangs.

Design-Builder shall:

- Submit plans to Authority Having Jurisdiction (AHJ) for review, approval, and permit. SCF will pay for any plan review/ permit fees, etc. Contractor shall apply for and obtain all permits, including traffic plans, if required by MOA.
- Remove, store, reinstall, and test/commission (to assure functionality) all existing rooftop equipment and associated appurtenances, as required for new roof installation. Make adjustments in piping, connections, etc. as required for new roof installation.
- Perform all demolition, removal, and disposal of existing materials to be replaced.
- Provide a design for a low-sloped, insulated, roof that eliminates existing scuppers and drains through drain piping to the ground, or internally into the building wastewater drain system. Include heat trace or other controls if necessary to prevent freeze-up of roof drainage. Provide recommendations on roofing type (single ply membrane, built-up, and modified bitumen – SBS).
- Provide code-minimum to maximum roof slope possible within limits of existing exterior wall/parapet framing height. Advise Owner early in design process of options regarding roof slope and parapet conditions.
- Include new pipe boots, flashing, coping, etc., for a complete new roof. Include new parapets or extend existing parapets as needed to accommodate new roof.
- Include repair/replacement of the existing exterior roof-level soffit finish materials, insulation, vapor barrier, etc., as required and needed to tie into the new roof and properly detail existing exterior walls with replacement roofing assembly for a continuous building envelope.
- Re-use and extend as needed, existing equipment curbs (if feasible) or provide new curbs for existing equipment to remain/ be removed/reinstalled.
- Remove and replace existing sheathing on underside of the roof overhangs, as needed. Rotted and/or damaged existing sheathing shall be replaced and finished to match existing.
- Provide and install a new roof hatch and ladder assembly for roof access.
- Perform all abatement required to complete this scope of work.
 - Hazardous Materials Abatement is required as a part of this project (See EXHIBIT E – Limited Hazardous Building Materials Inventory).
 - Abatement work shall be performed on a Time and Material (T&M), Not to Exceed (NTE) basis. Proposers shall include a (NTE) total cost in Section B of EXHIBIT B, Proposal Offer and Signature Page, for all abatement work, including removal, disposal, and associated

fees. Provide an hourly, fully burdened rate sheet for all workers that will charge time to the abatement work scope. The Design-Builder/ General Contractor shall be allowed to add 10% markup to the total final T&M Cost, when submitting billing on the abatement portion of the work. The total cost, including the D-B markup, shall not exceed the NTE amount stated in EXHIBIT B, Proposal Offer and Signature page.

- Include costs for any additional Hazardous Materials Testing in section A of EXHIBIT B.
- Provide fall protection options for SCF selection and inclusion into the design.
- Onsite working hours shall be 7:00AM-7:00PM, Monday through Sunday.
- Provide SCF an opportunity to provide comments on the design at the 35% and 95% stages. The intent is to fast-track a design for roof replacement in 2024, as the building is actively leaking.
- Perform structural analysis as needed in determining and developing the roof design.
- Note that as-built drawings are not available for this building.

EXHIBIT B: Proposal Offer and Signature Page

RFP Number: SCF24-1124

RFP Name: 3606 Rhone Circle Roof Replacement Design-Build RFP

Proposal Due Date: May 20, 2024

PROPOSERS MUST COMPLETE THE SECTION BELOW

A. **Firm Fixed Price Contract Value** (Include all design, preconstruction costs, new construction costs, and additional Hazardous Materials Testing as required. Exclude all abatement and disposal of abated materials). \$ _____

B. **Hazardous Materials Abatement** (T&M, NTE) \$ _____

C. **Abatement Work Fully Burdened Hourly Rates.** Fill out the table below for all staff that will work on the Hazardous Materials Abatement. Rates shall be fully burdened to include all Overhead and Profit for the abatement contractor and subcontractors.

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

		\$
		\$
		\$

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

State

Zip Code

Acknowledgement of receipt of addenda:

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:
