



Request for Proposals (RFP): SCF25-1149

**Valley Native Primary Care Center Expansion Construction
Manager/General Contractor Services**

RFP Release Date: October 16, 2024

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

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

E-Mail: SCFContracts@southcentralfoundation.com

Important Notice: See Section 2.3.

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

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EXHIBIT A: Scope of Services

EXHIBIT B: Proposal Offer and Signature Page

EXHIBIT C: Form of Non-Collusive Affidavit

EXHIBIT D: AIA A133-2019 Sample Contract Standard Form of Agreement Between Owner and Construction Manager as Constructor; and AIA A133-2019 Exhibits for Bond and Insurance forms (with SCF's Project-specific revisions, issued via addendum)

EXHIBIT E: AIA Document A201-2017 General Conditions of the Contract for Construction (with SCF's Project-specific revisions, issued via addendum)

EXHIBIT F: VNPCC Expansion Preliminary Schedule, date 10/11/2024

REFERENCE DOCUMENTS:

REFERENCE 1: Existing VNPCC Building and Site Information: Survey, Geotech Report, Record Drawings ([100 PROJECT INFORMATION \(egnyte.com\)](https://www.egnyte.com))

REFERENCE 2a: 65% Design Overview, kpb Architects/NBBJ, October 2024 (issued via addendum)

REFERENCE 2B: 65% Commissioning Requirements, Respec, 10/15/2024

REFERENCE 3: SCF Division 01 Standard Specifications

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 technical proposals and pricing from general contractors to serve as the Construction Manager/General Contractor (CM/GC) for its Benteh Nuutah Valley Native Primary Care Center (VNPCC) Expansion project.

The selected CM/GC will join SCF, Arcadis (Owner's Representative), and kpb Architects with NBBJ (A/E Design Team) in December 2024 to perform pre-construction, construction-phase, and project close-out services, in accordance with the terms and conditions of the Contract, for an agreed upon Guaranteed Maximum Price (GMP) within the Project's agreed upon schedule. See Exhibit A: Scope of Services for specific deliverables and work expectations.

2.2 Contract Period

The contract term shall begin in December 2024. The targeted timeframe for the scope of work to be completed is between December 2024 and September 2027. The project schedule will be refined with selected CM/GC.

2.3 Mandatory Proposer Registration and Pre-Proposal Meeting

Proposers must register with the SCF Contract Administrator by emailing SCFContracts@southcentralfoundation.com **by 4:00pm AKDT on October 28, 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.

A mandatory pre-proposal meeting will be held at the project site (1001 S Knik Goose Bay Rd, Wasilla, AK 99654) at 10:00am AKDT on October 29, 2024. Meeting will include an overview of the project scope and tour of the VNPCC and adjacent site.

2.5 SCF Contract Administrator

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

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

Section 3. Request for Proposal Details

3.1 Schedule

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

RFP Schedule

RFP Release Date	October 16, 2024
65% Design Summary Package Released to Proposers (Via Addendum)	October 25, 2024
Deadline for Proposer Registration	October 28, 2024, 4pm AKDT
Mandatory Pre-Proposal Meeting and Site Visit	October 29, 2024, 10am AKDT
Deadline for Questions	November 11, 2024, by 3 pm AKST
Proposal Due Date	November 18, 2024, by 3 pm AKST
SCF Shortlist Announcement	November 21, 2024
Shortlist Interviews	December 4-5, 2024 (Dates TBD)
Anticipated Notice of Award	December 10, 2024
Anticipated Groundbreaking (prior to earliest portions of sitework)	Spring 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 Registration Requirements

All Proposers must hold a valid Alaska Business License and General Contractor 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 modify or 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, legal requirements, or minor technical clarifications.

Section 4. Instructions for Proposers

4.1 Proposer's Review and Substantive Questions

Proposers should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Proposers may submit these comments and/or questions in writing to SCF's Contract Administrator as directed in Section 2.5 of this RFP. This will allow time for written response, clarification, or an addendum to the RFP to be issued, if required, to all Proposers.

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

Proposers who contact any 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. If the file size will be greater than 14mb proposer may contact the Contract Administrator to arrange for a file transfer or other option. 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, "SCF25-1149 – Valley Native Primary Care Center Expansion CM/GC Services 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, Aptos – all pages; document should be “portrait” orientation format. Schedule may be provided in landscape format.

Supplementary documents, such as price proposal, financial statements and bonding capacity, should be separated from the proposal.

Please prepare proposal response within page limits noted below.

Section 1, Title Page.....	1 page, maximum
Section 2, Cover Letter.....	1 page, maximum
Section 3, Response to Criteria.....	20 pages, maximum
11x17 Project Schedule (landscape format).....	1 page, maximum
Section 4, Key Personnel Resumes	2 pages, 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 (submitted as a separate PDF file)
Section 8, Finance and Bonding Capacity	not included in page limit (submitted as a separate PDF file)

Proposal Section 1. Title Page

The title page should contain the following:

- RFP Name and Identification Number
- Name, title, company, mailing address, phone number, and email address of the person authorized to commit the Proposer to contractual arrangement with SCF. This person will be the Proposer’s authorized contact for all communication. Proposer may also identify an alternate RFP Administrator in case the authorized contact is unavailable.

Proposal Section 2. Cover Letter

Include a cover letter on Proposer letterhead stating your team’s understanding of the services to be performed and why your team is the best qualified. Describe the team makeup and organizational relationships. Letter shall be signed by the Proposer’s authorized contact.

Proposal Section 3. Response to Criteria

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

A. Relevant Project Experience (20 points)

Include similar healthcare and large scale (\$50-100M+), construction projects within the last 10 years, and any large-scale projects constructed in Alaska. For each project, list the project name, construction cost, construction period, project delivery method (i.e., CM/GC, Design-Build, Design-Bid-Build), the role Proposer's company played in the project, brief project description, and lead project manager. Include specific data/information related to schedule, performance, change orders, and savings that accrued to the Owner. For each project, provide an Owner reference with contact name, title, organization, phone, and email address.

Share proposing team's prior experience working on a CM/GC project with Owners, program managers, architects, and other consultants to achieve the best outcome possible within the established time frame and budget.

Minimum Qualifications for Proposers:

- Contractor must have completed at least three large scale projects (\$50M-\$100M+) in Alaska in the last 10 years.
- Contractor must have completed one large scale (\$50M-100M+) healthcare-related project in the last 10 years.
- Contractor must have completed at least three alternative delivery method projects (design-build or CMGC), including one project over \$50M using CM/GC project delivery within the last 10 years.
- Contractor must confirm its ability to secure performance and payment bonds for a minimum of \$150 million.

B. Management and Workplan (20 points)

Management: Describe the administrative and operational structure that will be used to complete the CM/GC scope of work. Describe who will have overall responsibility for the contract and who will have direct responsibility for specific disciplines. Describe the lines of authority in a graphic organizational chart. Include the appropriate staff size for peak efficiency.

Identify which staff will be on-site in Wasilla during construction. Describe your subcontractor selection process and management of subcontractors, and how SCF would be engaged in subcontractor selection. It is important to SCF to maximize opportunities for Alaska Native people and local Mat-Su Borough businesses to participate in the Project as

direct hires, subcontractors, vendors or suppliers). Please describe how you plan to support, track, and report this goal to SCF.

Joint Ventures: If the Proposer intends to perform the Project as a joint venture (JV) entity, please identify which company has overall responsibility, delineate the responsibilities of each firm, and estimate the percentage of work to be performed by each firm. Provide specific information on the history of the JV and prior projects successfully completed by the JV; healthcare experience as JV is preferred. The response should identify where the various contract services will be performed and how communications will be maintained between your project staff, subcontractors, SCF, and any other government agencies or the public.

Schedule: Provide a proposed 11x17 project schedule that includes pre-construction services through Project close-out. Please comment on any modifications to the preliminary project schedule (Exhibit F) that would benefit SCF or accelerate the program's completion.

Pre-Construction Services: Describe your approach to pre-construction responsibilities. Explain how your team will approach the preparation of subcontractor procurement packages. Define how your team, including key subcontractors, will collaborate with the A/E Design Team, SCF, and the Owner's Representative. Discuss how your team will involve major subcontractors to develop Value Engineering (VE) recommendations. SCF expects that value engineering will be actively incorporated throughout the pre-construction phase. The CM/GC will work collaboratively with SCF and the design team to identify cost-saving opportunities without compromising on quality, functionality, or schedule. Describe how your team will implement/manage Building Information Modeling (BIM) conflict analyses for this Project. Explain if BIM management will be handled by in-house resources or subcontracted. Identify coordination and disruption issues with respect to existing VNPPC operations that will need to be addressed during construction. Pre-construction deliverables include, but are not limited to:

- Detailed phasing plan
- Risk management plan
- Preliminary site logistics and safety plan
- Subcontractor procurement plan
- Value engineering reports at 65% and 100% design stages

At the conclusion of the pre-construction phase, the CM/GC will provide a detailed Guaranteed Maximum Price (GMP) proposal based on the 100% construction documents. Early work packages, or phased work will be rolled into the final GMP. The transition to the construction phase will include reconciling the GMP with SCF's independent cost estimator and agreeing upon a construction schedule.

Construction Services: Summarize how you will staff and organize this Project during the construction phase. Include information on anticipated level of effort during design phase overlap with construction activities, the cost estimating process for changes, and construction quality control procedures. Outline which work is planned to be accomplished by subcontract vs. in-house resources.

Address how your team will work with SCF's Commissioning Agent to support commissioning planning and execution. Refer to REFERENCE 3: SCF Division 01 Standard Specifications, 01 81 00 – Commissioning for CM/GC responsibilities to perform and support Commissioning.

Provide a list of each division that Proposer intends to self-perform. All divisions listed for self-performance must be competitively bid and all bids must come directly to SCF for review.

Innovations: Summarize any innovative ideas or unique means and methods your team can bring to the Project that may result in savings (schedule and/or cost) or other added value to SCF.

Estimating: Explain your method of estimating the costs of construction before design documents are complete. Describe how your team will work with SCF, the Owner's Representative, and the A/E Design Team to help reduce construction and life cycle facility costs. Describe how the GMP contingency line item (within the overall GMP) is expected to be reduced as the design progresses from 65% to 100%, and what the final contingency value (percentage) will be in the GMP amendment.

Risk Management, Quality Control, Schedule Control, and Safety: Provide a summary of your approach to risk management, quality, schedule control, and job-site safety. Include a description of the quality control organization, quality control plan, and the authority assigned to the different levels of quality control staff. Describe the processes used to identify and resolve Project quality issues and potential Project risks. Include a description of scheduling methods and controls to proactively manage the Project. Define in detail your firm's safety program, safety record, and any enhancements and/or special procedures that may be required due to public health related shelter in place guidelines and orders. Identify your 2021, 2022, and 2023 EMR Ratings. Explain how you will implement a thorough background check, screening, and badging process.

FF&E Coordination and Project Closeout: Summarize your team's approach with respect to FF&E coordination, punchlist completion, and resolving warranty phase issues timely.

Describe how information will be assembled for the Operation and Maintenance Manuals and training to be delivered to SCF at the end of the Project.

C. Capacity (10 points)

Provide a summary of your firm's annual construction volume (in dollars) for the past ten years. Provide a summary of current and anticipated workload during the design and construction period of this Project. Include a description of projects, dollar values of construction for which your firm is responsible either as a prime or subcontractor, and bonding capacity available for the referenced period. Comment on any significant issues based on review of the preliminary schedule as it relates to your capacity. Explain how continuity of proposed staff will be maintained or otherwise addressed to minimize disruptions during planned transitions or unexpected loss of Project personnel. If changes are needed after contract execution, the successful firm must follow the process identified in section 4. Key Personnel Resumes for approval of substitution.

Provide information on the resources available to your team to ensure the timely and successful completion of the Project. Indicate location of offices, current staffing, and available technology.

D. Claims History (10 points)

Detail your firm's claims history, lawsuits, or requested arbitration with respect to construction contracts within the last ten years. Has your firm ever failed to complete any work awarded to it? Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your firm or its officers?

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.

Proposal Section 4. Key Personnel Resume (10 points)

Provide a resume (2 pages maximum per person) for all key project team members. Resumes should include each individual's certifications, work history, length of tenure with the firm, and prior experience in their proposed role with similar projects, and any experience working with CM/GC or GMP projects. Project experience examples should include title, description, construction cost, dates, duration of that project, as well as the name, company name, position or title, and client contact info. Provide on

At a minimum, include resumes for the following roles*:

- Contract Manager

- Project Manager
- Superintendent
- Asst. Superintendent / General Foreman
- Quality Control Manager
- Safety Manager
- VDC/BIM Manager

*Resumes for the above roles should include at least two (2) owner or client references (name, title, organization, phone, email).

Include a table that clearly explains which proposed key personnel worked on the projects listed in Section 7A Relevant Project Experience. Specifically identify projects on which team members have worked together.

By listing individuals in the proposal, the firm is confirming these individuals are committed to the project and will be available to work on the project at the approximate percentages shown in the management approach section. SCF reserves the right to approve or reject any proposed changes to the listed personnel. SCF further reserves the right to request a substitution of personnel if deemed to be in its best interest and at any point in the project. Formal resumes similar to those include in the RFP response are required to be presented to SCF at the time of any request for substitution of personnel.

Proposal Section 5. License / Insurance Certificates

Provide the following certifications and licenses in this section:

- A. Licenses and registrations as required by this RFP in Section 3.3.
- B. Insurance certificate noting compliance with limits in Section 7.5.

Proposal Section 6: Form of Non-Collusive Affidavit

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

Proposal Section 7: Proposal Offer and Signature Page (25 points)

Complete and sign Exhibit B Proposal Offer and Signature Form. Submit as a separate PDF file. Proposer shall initial each page and sign and date the late page of price proposal.

A. Pre-Construction Fixed Fee

Provide a fixed fee for services provided during the remaining design phases (i.e., participation in meetings, cost estimates, constructability review, value engineering, etc.). Fee should include personnel time, BIM management costs, miscellaneous expenses for all Contractor and applicable Subcontractor staff, and all home office overhead and profit.

B. Construction Manager Percentage Fee

Provide the total Construction Manager percentage fee for profit and home office overhead that will be included in the GMP.

C. General Conditions Price Exercise*

Using the attached General Conditions Price Proposal form, provide an estimated cost for General Conditions during the construction period including, but not limited to, all requirements in the AIA A201-2017 (Exhibit E and SCF Division 01 Specifications (Reference 3)).

**The General Conditions pricing exercise will be used solely to evaluate each Proposer's approach to the Project. SCF understands the GMP will be established through a GMP Amendment at the 100% design milestone and this proposal is a preliminary estimate of General Condition costs at this stage of the project.*

D. Subcontractor Fees

In a separate attachment to the Price Proposal Form, provide information on how your firm will control the total maximum aggregate markup used by all subcontractors (including first tier and all lower tier sub-subcontractors) in developing the GMP, and on change order work performed by subcontractors. Aggregate markup includes profit, home/field office overhead (including key personnel time), and general conditions for all subcontractors.

E. CM/GC Approach to Contingency Requirements

In a separate attachment to the Price Proposal Form, describe how contingencies (i.e. design, construction escalation, and construction) will be established and managed for early work packages and for the final GMP based on the 100% design package. Provide a plan for tracking and managing contingencies throughout construction, ensuring unused contingency funds are returned to SCF.

F. Change Order Fees

E.1. Construction Manager Fees on Direct Change Order Work: Provide markup (as a percentage) that covers profit, home/field office overhead (including key personnel time), and general conditions for direct work performed on change orders.

E.2. Construction Manager Fees on Subcontract Change Order Work: Provide markup (as a percentage) that covers profit, home/field office overhead (including key personnel time), and general conditions that will be applied to subcontract work on change orders.

G. Hourly Rates for Supervisory and Administrative Personnel

Provide hourly rates for on-site and off-site personnel and include any rate escalation that may occur through the construction period

Proposal Section 8: Financial and Bonding Capacity

Proposer must confirm its ability to secure performance and payment bonds for a minimum of \$150 million and state its current aggregate bond limit. Attach a letter from bonding company confirming bonding limits as well as an audited financial statement, including your firm's latest balance sheet and income statement showing the following items:

- Current Assets
- Net Fixed Assets
- Other Assets
- Current Liabilities
- Other Liabilities

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 from SCF will independently evaluate proposal compliance and content. The Architect of Record and Owners Representative will review proposals and participate in evaluation interviews/meetings but will not score proposals.

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
Relevant Project Experience	20
Management and Work Plan	20

Capacity	10
Claims History	10
AN/AI Preference	5
Key Personnel Resumes	10
Proposal Offer and Signature Page	25
Total Point Value - 100	

Table 2. Evaluation Criteria and Point Value

6.4 Interactive Interviews

Top scoring firms will be invited to participate with SCF in interactive interviews, allowing the proposing team to showcase their leadership and team organization skills. Proposers invited for an interview will be asked to provide an agenda for and to lead this meeting. Final proposal scores may be adjusted following the workshop meeting.

6.5 Anticipated Contractual Arrangements

Sample Contracts are provided as Exhibits D and E of this RFP:

EXHIBIT D: AIA A133-2019 Sample Contract Standard Form of Agreement Between Owner and Construction Manager as Constructor (with SCF's Project-specific revisions, issued via addendum.), including AIA 133-2019 Exhibits for bonds and insurance

EXHIBIT E: AIA Document A201-2017 General Conditions of the Contract for Construction (with SCF's Project-specific revisions, issued via addendum.)

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

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

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 initial contract will be for Pre-Construction Services. Once the design has advanced to 100% and a GMP can be developed, the GMP price shall be negotiated and agreed upon. If a GMP agreement cannot be reached, this agreement shall be terminated, and SCF shall be free to investigate other delivery options with other parties for the construction of the work.

7.2 Conflict of Interest

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

7.3 Status of Independent Contractor

The Parties intend that Proposer must provide the work described in an Agreement as an independent contractor. As an independent Contractor, Proposer is not an employee of SCF. Therefore, payments made to Proposer by SCF will not be eligible for unemployment compensation or other similar benefits. Proposer is responsible for paying all employment, income and any other taxes with respect to such payments. Neither Proposer nor any Party employed by the Proposer will be deemed for any purpose to be an employee, agent, servant or representative of SCF. Furthermore, Proposer shall not assert in any legal proceedings arising out of this Agreement that Proposer or any Party employed by Proposer is an employee, agent, servant, or representative of SCF.

7.4 Americans with Disabilities Act

All SCF owned and/or operated facilities must comply as required with the Americans with Disabilities Act, Public Law 101-336, and with the Uniform Federal Accessibility Standards ("UFAS").

7.5 Insurance Requirements

Proposer shall review “AIA A133-2019 Sample Contract Standard Form of Agreement Between Owner and Construction Manager as Constructor, Exhibit B Insurance and Bonds” for the 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.

Payment and Performance Bond and Builders Risk Insurance: See EXHIBIT D - SCF Sample agreement for requirements.

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 as described in SCF Division 01 specifications (see Reference 3) ethical, environmental or safety business standards; and any underlying agreement or grant provisions to which SCF is subject. Proposer shall ensure that the provision of services and/or expenditure of funds under this Agreement do not violate any laws, business standards, or underlying agreement or grants. Proposer shall be responsible for any damage or injury not caused by SCF as a result of Proposer’s, or any subcontractor’s or their employees’, servants,’ or agents’ failure to comply with any law, applicable business standard or underlying agreement or grant. Furthermore, Proposer has been supplied with a copy of SCF’s Code of Conduct and agrees to comply with its provisions and to complete SCF compliance training if necessary. The link to SCF’s Ethics & Compliance page containing the Code of Conduct and Ethics can be found at:
<https://www.southcentralfoundation.com/about-us/ethics-and-compliance/>

7.7 Monitoring

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

7.8 Lobbying

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, or cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.9 Exclusion and Debarment

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

Each Party shall immediately provide written notice to the other Party of (1) its receipt of a notice of an adverse action by the Federal government against any of the individuals or entities specified

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

7.10 Successors, Assignment or Delegation

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

7.11 Nondiscrimination

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

7.12 Alaska Native/American Indian Preference in Employment and Training

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

7.13 Federal Tort Claims Act

To the extent that this Contract or any portion of it comes within the coverage of Public Law 101-512 and the Federal Tort Claims Act, 28 U.S.C. §§ 2671- 2680, as implemented (the "FTCA"), all claims for damages by any person alleged to have been caused while carrying out this Agreement by the employees of Owner and/or its subsidiaries, servants, agents, representatives, affiliates, or

contractors, including without limitation personal service contractors, shall be governed by the terms and to the extent provided by the FTCA, and such claims shall be made in accordance with 28 C.F.R. Part 14 and related laws.

7.14 Media Contact

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

EXHIBIT A: Scope of Services

SCF is soliciting proposals and cost information from general contractors to serve as the Construction Manager/General Contractor (CM/GC) for its Benteh Nuutah Valley Native Primary Care Center (VNPCC) Expansion and Remodel project.

1. Project Overview and Location

The Benteh Nuutah Valley Native Primary Care Center is a two-story 85,000 SF outpatient health care facility constructed in 2012 and located in Wasilla, Alaska at 1001 S. Knik Goose Bay Road, Wasilla, AK, 99654.

Phase 1: 126,000 SF of new construction, two story construction + mech penthouse

Phase 2: 28,000 SF of remodel, primarily first floor level only

See References for project specific information:

- REFERENCE 1: Existing VNPCC Building and Site Information: Survey, Geotech Report, Record Drawings ([100 PROJECT INFORMATION \(egnys.com\)](#))
- REFERENCE 2a: 65% Design Overview, kpb Architects/NBBJ, October 2024 (issued via addendum)
- REFERENCE 2B: 65% Commissioning Requirements, Respec, 10/15/2024

2. Project Team Members

Below are the firms who are already under contract, and the additional professional services SCF plans to contract for in support of the VNPCC Expansion Project.

Firm	Scope
Arcadis	Owner's Representative Project Management Support
kpb Architects	Architect of Record
NBBJ	Design Architect (subcontracted to kpb Architects)
JMB Consulting Group	Independent Cost Estimator (subcontracted to kpb Architects)
RESPEC	Commissioning Agent (contracted with SCF)
TBD	Special Inspections Firm
TBD	FF&E Procurement Vendors

3. Project Schedule

The design development drawings were submitted to SCF in October 2024. Below are anticipated schedule milestones. This schedule will be further refined in collaboration with SCF, the Owner's

Representative, the A/E Design Team, and the Selected CM/GC. A Preliminary Project Schedule is provided in Exhibit F.

65% Design Complete	November 2024
Potential Early Work Package(s)	TBD
95% Design Complete	May 2025
100% Design Complete	July 2025
Phase 1 Construction	May 2025- September 2026
Phase 2 Construction	June 2026 – September 2027

4. Project Delivery Method

SCF intends to design and construct the Project utilizing a CM/GC delivery process. The Selected CM/GC will provide cost estimating, constructability and value engineering reviews, construction phasing/scheduling, subcontractor selection, and on-going budget review and assistance as part of its Pre-Construction Services. At a time mutually agreed to by SCF and the Selected CM/GC (planned for the 100% design milestone), the Selected CM/GC will provide a Guaranteed Maximum Price (GMP) Proposal, including the CM/GC Fee, to construct the facilities. The Selected CM/GC will be required to work with SCF's independent estimator to reconcile its pre-construction estimates and GMP with estimates prepared by SCF's independent estimator, to within 2%.

The GMP will be the maximum compensation for construction unless the GMP is amended by the parties, as provided for in the Contract Documents. SCF reserves the right to execute some of the work using another delivery method until such time as a revised GMP Amendment is accepted by SCF and made a part of the Contract Documents. SCF reserves the right to execute all of the work using another delivery method, including public bid, if good faith efforts between the parties fail to produce an agreeable GMP Amendment.

5. Project Management Information Software

SCF will utilize Autodesk Construction Cloud's (ACC) Autodesk Build to streamline Project documentation across SCF, Arcadis, A/E Design Team, Selected CM/GC team, and subcontractors in a single platform. SCF will hold the ACC software license, and the Selected CM/GC team will be provided access as a user.

6. Scope of Work

The scopes of work for the Pre-Construction Phase and the Construction Phase are detailed in Exhibit D – AIA A133-2019 (as amended by SCF) and the forthcoming Final Design Plans and Specifications. Some portions of the phases may overlap. The Architect of Record is under existing contract with SCF utilizing the AIA B101-2019; this contract will be amended as required to coordinate with the A133-2019 and A201-2017.

EXHIBIT B: Proposal Offer and Signature

RFP Number: SCF25-1149

RFP Name: Benteh Nuutah Valley Native Primary Care Expansion CM/GC Services RFP

Proposal Due Date: November 18, 2024

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

Documents which are the basis for this Price Proposal and based on an estimated \$150 million cost of construction include this RFP and all Exhibits, and all RFP Addenda:

- | | | |
|-----|---|----------|
| A. | Pre-Construction Fixed Fee | \$ _____ |
| B. | Construction Manager GMP Percentage Fee | % _____ |
| C. | General Conditions Price (<i>see form on next page</i>) | \$ _____ |
| D. | Subcontractor Fees (<i>separate attachment</i>) | |
| E. | Approach to contingency requirements (<i>separate attachment</i>) | |
| F1. | Construction Manager Fee on Direct Change Order Work | _____ % |
| F2. | Construction Manager Fee on Subcontract Change Order Work | _____ % |
| G. | Hourly Rates for Key Personnel | |
| | a. Contract Manager | \$ _____ |
| | b. Project Manager | \$ _____ |
| | c. Superintendent | \$ _____ |
| | d. Asst. Superintendent / General Foreman | \$ _____ |
| | e. Quality Control Manager | \$ _____ |
| | f. Safety Manager | \$ _____ |

Please Attach with Price Proposal:

- General Conditions Price Proposal Form
- Strategy for controlling subcontractor markups
- CM/GCs approach to contingency requirements

General Conditions Price Proposal

<p>Enter an estimated cost for each item in Column C based on your understanding of the Project; assume a \$150 million GMP and 34-month construction period. If the cost of an item is part of another line, enter that line number in Column C. If the cost of an item is included in your proposed GMP Fee, enter "GMP Fee" in Column C. If the cost of an item will be a GMP direct cost, enter "GMP Direct" in Column C. Provide additional comments/clarifications as necessary in Column D. Please specify if an item is included in the GMP Fee, a direct GMP cost, or included elsewhere. If you believe items have been omitted or have additional comments related to the General Conditions for this Project, attach a supplemental sheet.</p>				
	A. Item	B. Notes	C. Estimated Cost	D. Comments
1	Bonds and Insurance			
2	On-site Project Management Staff	salaries and benefits		
3	On-site Staff Relocation Expenses			
4	Project Related Travel Expenses	all on-site and home office staff		
5	Home Office Direct Job Costs	if not in GMP fee		
6	Off-site Direct Job Costs	if not in GMP		
7	Labor Force Support	lodging, meals, transportation, orientation		
8	Mobilization of Equipment and Facilities			
9	Site Office	rental, equip, furnish, software, supplies, maintain		
10	Site Vehicles	rental, operations and maintenance		
11	Site Communications	cell phones, internet, radios, etc.		
12	Site Parking			
13	Printing, Reproduction, Postage, etc.			
14	Project Sign			
15	Construction Photos and Webcam	pre-construction and construction progress		
16	Freight			
17	Off-site and On-site Materials Storage			
18	Materials Handling	prep/restore laydown areas, expediting, drayage		
19	Construction Equipment	rental, operations and maintenance		
20	Small Tools and Consumables			
21	Safety	PPE, barriers, training, signage, etc.		
22	Site Security	staff, fencing, cameras, etc.		

23	Surveying and Layouts	including pre-const. investigations, measurements		
24	Hiring and Badging Program	TERO fees, drug testing, background checks, etc.		
25	Milestone Events	equipment and support services		
26	SWPPP			
27	Traffic Control	flaggers, barricades, signage, covered walkways, etc.		
28	Dust Control	street cleaning, truck washes, etc.		
29	Snow Removal			
30	Infection Control Measures	protection of existing health care facilities		
31	Daily Cleaning	site and buildings under construction		
32	Final Cleaning	Buildings		
33	Trash	dumpsters, chutes, disposal fees, etc.		
34	Interim Life Safety Measures			
35	Taxes and Fees	including royalties and licenses, if not in GMP		
36	Cutting and Patching	if not in GMP		
37	Temporary and Winter Weather Protection	Plastic partitions, protective building wrap		
38	Temporary Protection	in-place work, floor openings, etc.		
39	Temporary Toilets			
40	Temporary Lighting			
41	Temporary Heat			
42	Temporary Power			
43	Temporary Water			
44	Temporary Fire Protection			
45	Commissioning			
46	O&M Manuals			
47	O&M Training			
48	As-builts and Record Documents			
49	Demobilization of Equipment and Facilities			
50	Warranty Phase Services			
	Total			

AN/AI Preference:

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

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

Authorized Signature: _____

Name/Title: _____

Company Name: _____

Email: _____

Phone: _____

Address

City

State

Zip Code

Acknowledgement of receipt of addenda:

Addendum No. _____ Date Received---- _____

Signature _____

Addendum No. _____ Date Received---- _____

Signature _____

Addendum No. _____ Date Received---- _____

Signature _____

Addendum No. _____ Date Received---- _____

Signature _____

Addendum No. _____ Date Received---- _____

Signature _____

Addendum No. _____ Date Received---- _____

Signature _____

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

Authorized Signature: _____

Date: _____

EXHIBIT C: Form of Non-Collusive Affidavit

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

(PRIME PROPOSER)

State of: _____

_____, Judicial District

_____, being first duly sworn, deposes and says:

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

Signature of: _____

Proposer's Representative

NOTARY

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

My Commission Expires:
