



# Request for Proposals (RFP): SCF25-1171

# ANPCC I, II, III Roof Renovation CxA Services

# RFP Release Date: May 13th, 2025

SCF Finance 7033 East Tudor Road Anchorage, AK 99507

Point of Contact: Donovan Fairbanks Phone: 907-729-6613 E-Mail: <u>SCFPurchasing@southcentralfoundation.com</u>

**Important Notice:** You must register with the *SCF Contact Person* at the link below. Please include the RFP number and title as well as contact information with your registration. Failure to register with the *SCF Contact Person* may result in the rejection of your Proposal.

SCFPurchasing@southcentralfoundation.com



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#### EXHIBITS:

EXHIBIT A: Scope of Services EXHIBIT B: Proposal Offer and Signature Page EXHIBIT C: Form of Non-Collusive Affidavit EXHIBIT D: SCF Modified Sample Contract documents and forms EXHIBIT E: SCF Division 1 Specification



## Section 1. Background and History

## 1.1 SCF History

Southcentral Foundation (SCF) is an Alaska Native-owned, nonprofit health care organization serving nearly 70,000 Alaska Native and American Indian people living in Anchorage, Matanuska-Susitna Valley and nearby 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 2,700 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. See Exhibit D- SCF Facilities (Owned and Operated).



## Section 2. General Information

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

SCF is soliciting proposals from qualified firms interested in Provide CxA services for the roof renovation project at the ANPCC complex including Building Envelope, Equipment and HVAC Systems.

## 2.2 Contract Period

The contract term shall begin with the selection of a winning Proposer in June 2025. The targeted timeframe for the scope of work to be completed is between June 2025 to December 2025.

The project schedule will be further refined with selected Proposer.

## 2.3 Proposer Registration

Proposers must register with the SCF Contract Administrator by emailing <u>SCFPurchasing@southcentralfoundation.com</u> **no later than June 24<sup>th</sup>, 2025.** Include the RFP Number and title in the subject line of the email when you register. Send Proposer contact name, title, email, phone, and address. Failure to register with the SCF Contract Administrator by the above deadline may result in the rejection of your Proposal. Please visit the SCF website frequently during the RFP process for up-to-date information, including revised RFPs, changes to the schedule, notices, and question/comment responses, etc. SCF will not be providing updated information via email.

## 2.4 SCF Public Bid (RFP/ITB) Contact

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

SCF Purchasing Department 7033 East Tudor Road Anchorage, AK 99507 Attention: Donovan Fairbanks Email: <u>SCFPurchasing@southcentralfoundation.com</u> Phone: 907-729-6613



## Section 3. Request for Proposal Details

## 3.1 RFP Schedule

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

6/13/2025
6/24/2025
6/25/2025 1:00PM
7/2/2025
7/10/2025
7/17/2025
7/24/2025
7/24/2025
8/7/2025

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 ten (10) 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.

## 3.7. 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.

#### 3.8. 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.

## 3.9. Performance Bonds and Surety Deposits

**Project Bonding Requirements:** 

All proposers shall submit a cashier's check for a bid bond, using form AIA A310-2010, in the amount of five percent (5%) of the bid amount listed for item A on Exhibit B:



## **Section 4. Instructions for Proposers**

## 4.1 Proposer's Review and Substantive Questions

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

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

Proposers who contact any other SCF employee regarding this RFP may be disqualified. Proposers have no claim against SCF for failure to obtain information made available by SCF and are solely responsible for conducting their own research, due diligence, or other work necessary for the preparation of proposals, negotiation of agreements, or delivery of services pursuant to any agreement.

## 4.2 Filing a Protest

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

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

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

## 4.3 Proposal Requirements

- A. SCF requests Proposers submit (1) one proposal consisting of Proposer's detailed plan for provision of services.
- B. Proposers may not submit more than (1) one proposal.
- C. A proposal's content will not be disclosed to other Proposers.
- D. All proposals and other material submitted become the property of SCF.
- E. SCF assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.



- F. SCF discourages excessive or costly proposals. All costs incurred by Proposers in preparing and submitting a proposal are the Proposer's responsibility and shall not be charged to SCF or reflected as an expense of the resulting contract.
- G. It is the responsibility of the Proposer to indicate within their proposal the applicability and compliance required of any other Federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
- H. In the event that only one proposal is received, SCF reserves the right to restructure the RFP and/or extend the due date of proposals.

## 4.4 Proposal Submission

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

The subject line should read, "SCF25-1171 – ANPCC I, II, III Roof Renovation CxA Services

## 4.5 Proposal Withdrawal and Correction

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



## Section 5. Format for Proposals

## 5.1 Proposal Content and Format

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

Please limit proposal response for Response to Criteria and Key Personnel Resumes to 5 pages total. Title page, Cover Letter, Licenses/Certificates and Forms are not included in page limit.

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

#### Proposal Section 1. Title Page

The title page (cover) should contain the following:

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

## Proposal Section 2. Cover Letter

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



#### Proposal Section 3. Response to Criteria

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

#### A. Similar Commissioning Project Experience (20points)

Provide a summary of recent work involving for projects of similar scope and. Provide examples of ANPCC I, II, III Roof Renovations Project performed and outcomes and benefits resulting from those studies. For each project, include information on the firm's/ individual's role on the project, the scope, size and cost of the project.

#### B. Project Approach and ability to manage project successfully (25 points)

Provide a work plan demonstrating your approach to this project. The following should be addressed:

- How will communications be handled within the team and with SCF?
- Describe staff involvement and how input will be solicited, evaluated, and implemented.
- How will the data gathering and compilation process be managed?

Provide a preliminary schedule showing Owner and Staff involvement and decision-point milestones.

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

Discuss what you see to be the primary challenge(s) of this project and your approach to meeting that challenge.

- C. Key Personnel (15 points)
- D. Capacity of Resources (10 points)
- E. AN/AI Preference (5 points)

Describe the nature of any Alaska Native/ American Indian Ownership of the prime firm. Also describe the extent of active professional participation by Alaska Natives and/or Native Americans on the work to be performed under this contract. Reference AN/AI Preference statement in Section 7.12

## F. Cost Proposal (25 points)

Complete and sign Exhibit B Proposal Offer and Signature Form with a time and materials not to exceed price for this scope of work; provide a cost breakout detail per task/phase (On a separate). On a separate sheet provide fully burdened hourly rates for the proposed key personnel.



## Proposal Section 4. Key Personnel Resumes

Provide resumes for key personnel who will be assigned to this project.

#### Proposal Section 5. License / Insurance Certificates

Provide the following certifications and licenses in this section:

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

## Proposal Section 6: 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 three (3) 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 Commissioning Project Experience	20



Project Approach and Ability to Manage Project Successfully	25
Key Personnel	15
Capacity of Resources	10
AN/AI Preference	5
Cost	25
Total=100	

Table 2. Evaluation Criteria and Point Value

#### 6.4 Discussions

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

#### 6.5 Presentations

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

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

## 6.6 Notice of Award

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



## Section 7. Standard Contract Terms

## 7.1 Introduction

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

The Agreement between the two parties will be the Professional Service Contract, AIA A141-2019, etc., which SCF will provide when ready to enter into an agreement with the winning Proposer. See Exhibit D for a draft agreement to review.

## 7.2 Conflict of Interest

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

#### 7.3 Status of Independent Contractor

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

#### 7.4 Americans with Disabilities Act

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



## 7.5 Insurance Requirements

Proposer shall purchase and maintain in force at all times during the performance of services under an Agreement the following policies of insurance, unless expressly waived below by SCF in writing. Where specific limits are shown, it is understood they will be the minimum acceptable limits. If the Proposer's policy contains higher limits, SCF will be entitled coverage to the extent of such higher limits. Certificates of Insurance and the attachments of Additional Insured Endorsements and Transfer of the Waiver of Rights Endorsements must be furnished to the SCF Contract Administrator prior to performing any services. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Proposer's services.

1. Commercial General Liability Insurance: Proposer shall provide Commercial General Liability Insurance with coverage limits not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence and \$2,000,000 Combined Single Limit of Bodily Injury and Property Damage Aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 0001, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Proposer shall name SCF as an insured under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalent, including coverage for SCF with respect to liability arising out of

Proposer's services provided under this Agreement. Additional insured coverage, as required in this subparagraph, will apply as primary insurance with respect to any other insurance or self-insurance programs afforded to SCF.

2. Workers' Compensation Insurance: Proposer shall maintain Workers Compensation and Employers Liability Insurance for his own employees in the amount required under Statutory Limits for those states in which employees are working and Employers Liability Insurance as required by state and Federal statutes. The employer's Liability Insurance shall not be less than \$1,000,000 per bodily Injury per accident, \$1,000,000 bodily injury by disease per employee and \$1,000,000 bodily injury by disease policy limit. Proposer will also be responsible for ensuring that any subcontractors who directly or indirectly provide services under this contract maintain Workers' Compensation Insurance in the amount required under Statutory Limits. Proposer waives all rights against SCF and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability, or any commercial umbrella liability insurance obtained by Proposer pursuant to this Agreement. Proposer, pursuant to this agreement, shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

- 3. **Commercial Auto Liability Insurance**: Proposer shall maintain a commercial automobile liability insurance policy covering all owned, hired, and non-owned vehicles to be used or in connection with Proposer, with coverage limits not less than \$1,000,000 per accident combined single limit bodily injury and property damage.
- 4. **Subcontracting Requirements:** Proposer is required to have prior written approval by SCF before using any subcontractor. SCF may, in its sole discretion, withhold its approval for any reason or for no reason. Additionally, Proposer will be responsible for ensuring that its subcontractors are bound by the same insurance provisions as required herein as required by Alaska law during the course of its subcontractors' operations. Proposer shall provide written copies of all subcontractors' certificates of insurance and endorsements to SCF prior to any subcontractor commencing work.

## 7.6 Compliance with Legal Obligations and SCF Code of Conduct

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

## 7.7 Monitoring

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

## 7.8 Lobbying

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

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



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

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

## 7.9 Exclusion and Debarment

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

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

#### 7.10 Successors, Assignment or Delegation

This Agreement may not be assigned or subcontracted or otherwise transferred by Proposer without the prior written consent of SCF, which SCF may withhold for any reason or for no reason, in its sole and absolute discretion, and any assignment or other transfer in violation hereof shall



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

## 7.11 Nondiscrimination

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

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

Pursuant to Section 7(B) of P.L. 93-638, 25 U.S.C. §5307(b), the Indian Self-Determination and Education Assistance Act, Proposer shall give preference in all phases of employment and training for all work performed under this Agreement to qualified Alaska Natives and/or American Indians regardless of age, marital status, religion, sex, or "qualified individual disability status," consistent with prevailing law.

## 7.13 Federal Tort Claims Act

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

## 7.14 Media Contact

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



## **EXHIBIT A: Scope of Services**

Southcentral Foundation's (SCF) Anchorage Native Primary Care Center (ANPCC) is a 172,632 sq. ft. outpatient health care facility located in Anchorage, Alaska at 4320 Diplomacy Drive Anchorage, AK 99508, Tudor Centre BLK 2 LT 3 BA on the Alaska Native Health Center Campus. It is comprised of three conjoined buildings; SCF intends to replace the roofs, one boiler plant and HVAC equipment and requires CxA services in preconstruction, construction, and post occupancy. The first task of the CxA on the ANPCC I, II, III Roof Renovation CxA Project is to develop the Owner's Project Requirements (OPR) with input from SCF. The primary role of the CxA is to ensure that the design, construction, and operation of the facility meets the Owner's Project Requirements (OPR).

The following is a summary of the commissioning process SCF intends to implement on this program. This process is as defined in the American Society of Healthcare Engineers (ASHE) *Health Facility Commissioning Guidelines* (from which this RFP was adapted).

Project Schedule:

- Remainder of design phase: June 2025 through February 2026, the project is currently at 10% design.
- 35% design complete: Sept 2025
- 65% design complete: November 2025
- 95% design complete: December 2025
- 100% design complete: January 2026
- Construction phase: April 2026 through November 2026

## **COMMISSIONING PROCESS DURING DESIGN**

## **Meetings**

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



#### **Owner's Project Requirements**

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

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

## **Design Documents**

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

- Basis of Design (BOD):
  - Review the BOD (testing and reporting done for this project's 10% submission to Owner) to verify compliance with the OPR. The design team is to provide the BOD documentation for use during this review.
- Plan Reviews: Perform reviews at Schematic Design (SD's 35%), Design Development (DDs 65%) and Construction Documents (CDs 95%).
- HVAC Control System Sequences of Operations: Review these sequences carefully to make certain they contain adequate detail and incorporate energy-efficient processes (e.g., static pressure setpoint reset, supply air temperature setpoint reset, occupancy sensor, unoccupied/occupied air changes rates, weekly scheduling with optimal start/stop, etc.).

## Commissioning Plan



The CxA will develop a commissioning plan that encompasses the design, construction, occupancy and operations phases for the ANPCC I, II, III Roof Renovations Project. All new equipment shall be commissioned (minimum to include all boiler plant and associated equipment including snow melt, three new AHUs and condensing unit). All air handling equipment facility wide and their respective systems shall be commissioned and recommissioned if existing. Determine if re-commissioning all existing HVAC systems, to include plumbing and hydronic, and lighting systems are recommended to achieve maximum efficiency of the entire facility. Develop re-commissioning plan for all existing HVAC systems. A Level 1 energy audit is currently being performed on ANPCC.Plans for each project should include the following:

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

## **COMMISSIONING PROCESS DURING CONSTRUCTION**

## **Meetings**

- Kick-off\_Meeting: The CxA will plan, conduct, and document a pre-construction commissioning meeting within 60 days of construction contract award.
- Project Meetings: The CxA will review the minutes of the regular project meetings and attend selected project meetings as needed to resolve issues, concerns, and schedule.
- Commissioning Meetings: The CxA will coordinate and direct the commissioning activities in conjunction with the building contractor and/or construction manager in a logical, sequential, and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise. Meetings will be held as necessary to coordinate the commissioning process. At a minimum, the CxA will conduct 'milestone meetings' at the beginning of each phase of commissioning including the following: (Some of these meetings may be combined, if approved by SCF in advance.)
  - Shop drawing submission
  - Equipment installation
  - o Creation of pre-functional checklists
  - Equipment start-up
  - o Functional performance testing
  - o Submission of operating and maintenance manuals
  - Owner training



- Seasonal testing
- One-year warranty testing

## **Construction Phase Commissioning Plan**

The CxA will revise the commissioning plan developed during design, including scope and schedule as necessary.

- The CxA will prepare project specific pre-functional checklists (PFCs) for each piece of equipment in the commissioning scope and include these in the commissioning plan. Generic PFCs or equipment start-up checklists are not acceptable.
- Prepare project specific functional performance test (FPT) procedures that define acceptable results of the tests to be performed and include these in the commissioning plan. Generic FPTs are not acceptable.

#### **Reviews**

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

- O&M Manuals: The CxA will review the O&M manuals to ensure proper content and format.
- Start-up Plan: The CxA will review the start-up plan to ensure operational parameters outlined in the OPR will be met. The review will include start-up training procedures for maintenance personnel who will be operating the equipment after occupancy.
- HVAC Control System Programming: The CxA will review the programs before implementation to ensure proper performance of the HVAC system.
- Training Program: The CxA will review training procedures for all equipment included in the commissioning plan to ensure an appropriate transition to operational sustainability by maintenance personnel. These training procedures should be specific to the unique parameters needed for the O&M staff to ensure the equipment performs at the desired efficiencies outlined in the OPR. These training procedures are in addition to standard training in systems operation normally associated with turnover/ takeover activities at the end of a project.
- TAB Report: The CxA will review the testing, adjusting, and balancing (TAB) report prepared by the contractor and prepare a written response. The CxA will also spotcheck a representative sample of airflow and water flow readings as documented in the TAB report. The duration of the sampling will be two eight-hour days for Quyana Clubhouse and Intensive Case Management Project
- Record Drawings: The CxA will review the record drawings with O&M personnel and identify known discrepancies between these documents and as-installed conditions.



The CxA will forward a list of these discrepancies to SCF, building contractor and design team for incorporation into the record drawings.

## **Scheduling**

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

## **O&M Staff Construction Site Tours**

The CxA will offer facility O&M personnel tours of the construction site when onsite for other purposes, discussing the equipment, systems, OPR, BOD, scheduled maintenance requirements, sequences of operation and so on. The CxA will maintain a list of any O&M staff comments and concerns and will work with the design team and contractor to provide coordinated responses.

## **Pre-functional Inspection and Checklists**

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

## **Equipment and Systems Start-up**

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

## **Functional Performance Tests**

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

- Facilitate Pressure Testing: Per ASHE Health Facility Commissioning Guidelines requirements, pressure testing will be conducted on isolation rooms and associated anterooms, operating rooms, procedure rooms, airborne infection isolation (all) rooms and protective environment (PE) rooms, if applicable (TBD).
- Fire and Smoke Damper Testing: The CxA will verify that all dampers have been tested per the ASHE Health Facility Commissioning Guidelines and provide a report (as



defined in those guidelines) that lists each damper number, damper location, date of inspection and damper inspection results.

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

## <u>Site Visits</u>

For proposal purposes 10 site visits during construction of the ANPCC I, II, III Roof Renovations Project. CxA will perform site visits, as necessary, to observe component and system installations.

## Reports/Logs

- Maintain a master issues log and separate testing record. The log will include a definition of each issue, the date it was identified, a proposed corrective plan, the responsible party, the date of anticipated resolution and its current status.
- Provide the Owner with written progress reports and test results with recommended actions.

## **Training**

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

## Final Commissioning Report and Systems Manual

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

## COMMISSIONING DURING THE OCCUPANCY AND OPERATION PHASES

## **Testing**

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

## Post-Occupancy Visits

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

## **Lessons Learned Meeting**



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

## WHAT THE COMMISSIONING AUTHORITY IS NOT RESPONSIBLE FOR

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

## SYSTEMS AND ASSEMBLIES TO BE COMMISSIONED

Life Safety System
Fire and Smoke Dampers
Building Automation System with Control Strategies
Direct Digital Control (DDC) or Building Automation System (BAS)
Energy Management Control System (EMCS)
Electrical or Pneumatic Controls
Air Handling Unit System
Air Handling Unit including Supply and Return (or Relief) fans
(including air pressure adjacency validation)
Exhaust Air Fans
Terminal Units (or VAV boxes)
Diffusers/Grilles (Supply, Return and Exhaust)
Ductwork (Supply, Return, Exhaust)
Chilled and Hot water pumping system
Major Mechanical Systems



Chilled Water System including Chiller, Cooling Tower and Pumps
Heating Hot Water System including Boiler, Fuel system and Pumps
Major Electrical Systems
Advanced Metering System (TBD)
Renewable Energy System (TBD)
Building Lighting Control system
Backflow Preventer
Potable water, Fire Sprinkler system, Chiller, Cooling Tower, and Boiler water supply as applicable.
Building Envelope Commissioning (Parapets and Roofs)



## **DESIRED QUALIFICATIONS**

## Principal CxA

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

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

#### CxA Team Members

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



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

RFP Number: SCF25-1171

RFP Name: ANPCC I, II, III Roof Renovation CxA Services

Proposal Due Date: July 17th, 2025 by Time 3pm AST.

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

A. Cx for all new equipment and systems. Including Re-Cx for all existing air handling equipment and systems.	\$
B. Re-Cx for existing hydronic equipment and systems.	\$
C. Re-Cx for existing plumbing systems.	\$
D. Re-Cx for existing lighting control systems.	\$
Total Price Proposal	\$
*Please provide an itemized fee proposal*	
This might include:	

Labor costs, (e.g., hourly rates, fixed fees per task and materials).

## 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





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

Acknowledgement of receipt of Addenda:

Addendum NoDate Received:	_Signature:			
Addendum NoDate Received:	_Signature:			
Addendum NoDate Received:	_Signature:			
Addendum NoDate Received:	_Signature:			
Addendum NoDate Received:	_Signature:			
	anditions on listed within this Desweet for			
By signing below Proposer agrees to all terms and conditions as listed within this Request for				

Proposal issued by SCF.

Authorized Signature:	Date:	
Authorized Signature.	Dutc.	-



## **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 \_\_\_\_\_, 2025.

My Commission Expires:

END OF RFP DOCUMENT



