



## **Request for Proposals (RFP): SCF26-1198**

### **Yagheli Shesh Qenq'a ANPCC Lobby Furniture**

**RFP Release Date: June 29<sup>th</sup>, 2026**

*SCF Purchasing  
7033 East Tudor Road  
Anchorage, AK 99507*

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Phone: 907-729-4925*

*E-Mail: [SCFPurchasing@southcentralfoundation.com](mailto:SCFPurchasing@southcentralfoundation.com)*

**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](mailto:SCFPurchasing@southcentralfoundation.com)**

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## **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.

## Section 2. General Information

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

SCF is soliciting proposals from qualified firms interested in providing design services, procurement, delivery and installation services for non-medical furniture for the existing Yagheli Shesh Qenq'a ANPCC building.

### 2.2 Contract Period

The contract term shall begin with the selection of a winning Proposer in August 2026. The targeted timeframe for the scope of work to be completed is between July 2026 – February 2027. The project schedule will be further refined with selected Proposer.

### 2.3 Proposer Registration

Proposers must register with the SCF Purchasing Agent by emailing [SCFPurchasing@southcentralfoundation.com](mailto:SCFPurchasing@southcentralfoundation.com) **no later than July 10<sup>th</sup>, 2026**. 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 Purchasing Department 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 Contact

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

SCF Purchasing Department  
7033 East Tudor Road  
Anchorage, AK 99507  
Attention: Sam Gunderosn  
Email: [SCFPurchasing@southcentralfoundation.com](mailto:SCFPurchasing@southcentralfoundation.com)  
Phone: 907-729-4925

## Section 3. Request for Proposal Details

### 3.1 RFP Schedule

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

RFP Release Date	06/29/2026
Deadline for Registration	07/10/2026
Site Visit and Pre-Bid meeting	07/15/2026 Not Mandatory
Deadline to Submit Questions	07/20/2026
Deadline for SCF to Respond to Questions	07/24/2026
Proposal Due Date	08/3/2026 - 3 PM AKST
Anticipated Notice of Award	08/10/2026
Anticipated Service Start Date	08/17/2026

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 not be considered. 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.

### **3.6 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.

### **2.8. 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.

### **2.9. Performance Bonds and Surety Deposits**

Project Bonding Requirements:

All proposers shall submit a cashier's check or 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:

A copy of the bid bond will suffice for bidding purposes. An original would need to be submitted to Southcentral Foundation per contracting documents in the event of an award.

## 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 Purchasing Agent as directed in Section 2.4 of this RFP. This will allow time for written response, clarification, or an addendum to the RFP to be issued, if required, to all Proposers.

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

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

### 4.2 Filing a Protest

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

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

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

### 4.3 Proposal Requirements

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

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

#### **4.4 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 [SCFPurchasing@southcentralfoundation.com](mailto:SCFPurchasing@southcentralfoundation.com) before the advertised date and hour specified in Section 3.1.

The subject line should read, " SCF RFP 26-1198 Yesh Shesh Qenq'a Furniture Replacement"

#### **4.5 Proposal Withdrawal and Correction**

A proposal may be either corrected or withdrawn by submitting a written request to the SCF Purchasing Agent 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 Purchasing Agent.

## 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 you/your team is the best qualified. Describe the team makeup and organizational relationships. Letter shall be signed by the Proposer’s authorized contact.

Proposal Section 3. Response to Criteria

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

**A. Similar Project Experience (10 points)**

Provide a summary of recent work involving projects of similar scope. Provide examples of performed and outcomes and benefits resulting from work performed. For each project, include information on the firm's/individual's role on the project, the scope, size and cost of the project.

**B. Management and Workplan (10 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. Deliverables (25 points)**

- a. Provide an overall schedule for furniture manufacturing, shipping and installation. Coordinate schedule with SCF,
- b. Receive and securely store all furniture until delivery. Plan for "Just in-Time" deliveries to site. Time deliveries to ensure all components are available when required for installation.
- c. Coordinate access to the facilities to remove existing furniture. Furniture will be labeled by SCF and will either be disposed of or relocated to another SCF location within Anchorage. Full determination of this will be made during the design phase of the project.
- d. Coordinate access to the facilities, delivery and staging of products and the installation plan with SCF. Delivery and installation may need to be done after normal business hours (Monday-Friday 8am-6pm) to reduce interruptions with operations. There is limited space on site for storage and unpackaging.

**D. Scheduling and Sequencing (25 points)**

The scheduling and sequencing process involves developing and maintaining a logical timeline for project activities to ensure efficient execution and successful completion. This includes identifying key milestones, establishing task dependencies, allocating resources, and coordinating activities among SCF to minimize delays and conflicts.

**E. Alaska Native/ American Indian Preference (5 points)**

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

**F. Cost Proposal (25 points)**

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

Proposal Section 4. Key Personnel Resumes

Provide 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. Example 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 Project Experience	10
Management and Workplan	10
Deliverables	25
Scheduling and Sequencing	25
AN/AI Preference	5
Cost Proposal	25
<b>Total Point Value – 100</b>	

Table 2. Evaluation Criteria and Point Value

## 6.4 Discussions

As determined by the evaluation process, Proposers may be offered the opportunity to 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 contract award.

The Agreement between the two parties will be the [AIA 151] which SCF will provide when ready to enter into an agreement with the winning Proposer. See Exhibit E for an example draft agreement to review.

### 7.2 Conflict of Interest

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

### 7.3 Status of Independent Contractor

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

### 7.4 Americans with Disabilities Act

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

1. **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

### Non-Medical furniture FF&E Design, Procurement, Delivery and Installation Services

The scope of services includes the following: design services, procurement, delivery and installation services for non-medical furniture for the existing YSQ ANPCC building.

#### A. Design

- a. Review the “SCF YSQ ANPCC Lobby Furniture Request for Bid” Excel Workbook
- b. Review the “SCF YSQ ANPCC Lobby Layouts” document
- c. Review the “SCF YSQ ANPCC Lobby Photos” document
- d. Work with SCF’s identified team to select furniture and layouts for these lobby areas within the building:
  - i. Main Lobby (including north entrance corridor, north area near customer service desk and coffee shop, central area, south window area, nook by blueberry painting, and south exit by pharmacy lockers.
  - ii. Primary Care 1 East
  - iii. Primary Care 1 North and Radiology
  - iv. Primary Care 1 West
  - v. Primary Care Administration & Bridge
  - vi. Primary Care 2 East
  - vii. Primary Care 2 North
  - viii. Primary Care 2 West
  - ix. Primary Care 2 South & Specialty Pediatrics
  - x. Primary Care 3 East
  - xi. Primary Care 3 West
- e. Verify lobby layouts and electrical locations for the final design of each lobby.
- f. Work with SCF to schedule regular progress meetings with SCF and any third-party partners to ensure effective communication and coordination.

#### B. Procurement

- a. Provide two bids based on Base Bid (which retains some of the existing furniture) and Additive Alternate (which replaces 100% of furniture in named lobbies).
- b. Bid should include estimated delivery times and any long lead items.
- c. specified furniture is no longer available and assist the Owner in selection of alternative item(s).
- d. Serve as a liaison between SCF and equipment manufacturers. Assist SCF in addressing and resolving questions and concerns from manufacturer(s) during the production process as necessary.
- e. Furnish all labor, materials, tools, equipment, and services for all equipment, accessories, and materials to be assembled and installed in place per specifications, including electrical, plumbing, mechanical and data connectivity.

C. Delivery & Installation

- a. Provide an overall schedule for furniture manufacturing, shipping and installation. Coordinate schedule with SCF,
- b. Receive and securely store all furniture until delivery. Plan for “Just in-Time” deliveries to site. Time deliveries to ensure all components are available when required for installation.
- c. Coordinate access to the facilities to remove existing furniture. Furniture will be labeled by SCF and will either be disposed of or relocated to another SCF location within Anchorage. Full determination of this will be made during the design phase of the project.
- d. Coordinate access to the facilities, delivery and staging of products and the installation plan with SCF. Delivery and installation may need to be done after normal business hours (Monday-Friday 8am-6pm) to reduce interruptions with operations. There is limited space on site for storage and unpackaging.
- e. Take measures to protect all surfaces (floors, walls, elevators, etc.) from damage during furniture installation and provide repair measures acceptable to SCF if damage occurs.
- f. Be responsible for immediate minor repairs, paint touch-up, or replacement of any damaged items/parts.
- g. Leave the premises in clean condition with all packing materials and trash/debris removed and all items free of dust and lint. The proposer is responsible for dumpster rental/disposal costs. Dumpster location to be coordinated with SCF’s Facilities Department.

D. Post-installation

- a. Provide electronic format (PDF) of manufacturer’s recommended cleaning, maintenance, and warranty procedures. Provide training and instruction to the Owner’s personnel.
- b. Provide warranty information for each product. Fulfill warranty services for manufacturer and installation of products furnished under this contract.
- c. Support SCF staff by providing a complete furniture list representing final products, including the serial numbers and fabrics/finishes chosen.

Anticipated Deliverables:

- Finalized Furniture Specifications
- Equipment Procurement, Shipping and Installation Schedule
- O&M Manuals
- Warranty Information

---

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

RFP Number: SCF26-1198

RFP Name: YSQ ANPCC Lobby

Proposal Due Date: July 21st, 2026 by Time 3PM AKST

---

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

A. T&M Not to Exceed Price Contract value \$ \_\_\_\_\_

B. Fully burdened Hourly Rates of key personnel (on a separate sheet) \_\_\_\_\_

***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 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 \_\_\_\_\_, 2026.

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

# Southcentral Foundation

## YSQ ANPCC Lobby Furniture Project 2026

### Lobby Photos

Location:

Yagheli Shesh Qenq'a Anchorage Native Primary Care Center  
4320 Diplomacy Drive, Anchorage, Alaska 99508

# Whole Building

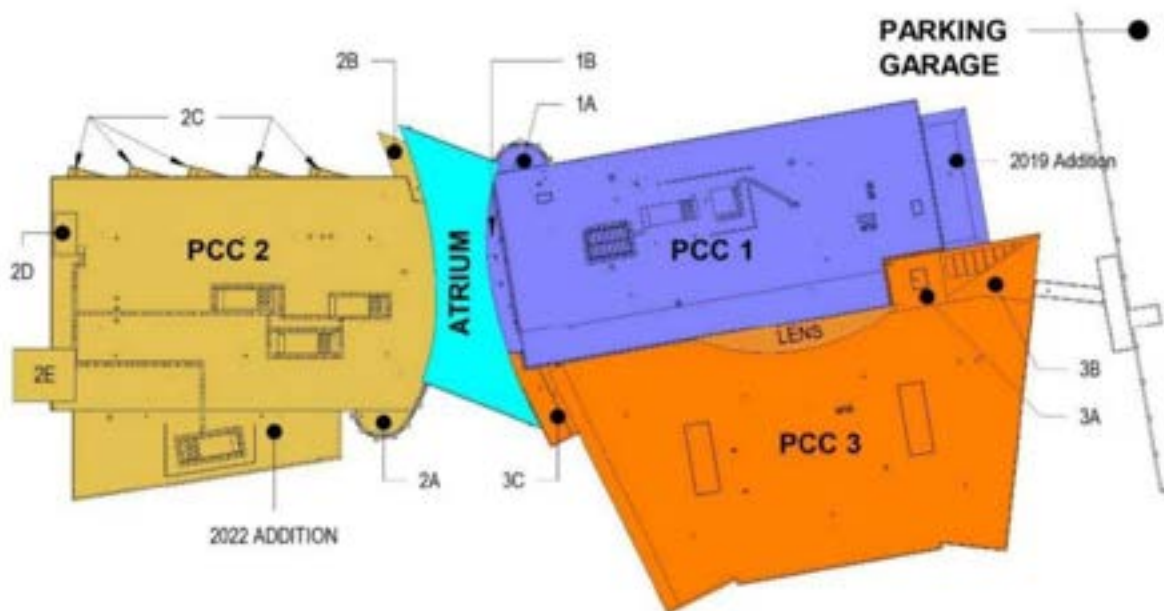
## Facility Overview

The Anchorage Native Primary Care Center (ANPCC) is located at 4320 Diplomacy Drive on the Southcentral Foundation/Alaska Native Medical Center campus (Block 2, Lot 3B, Tudor Centre Subdivision).

- PCC 1 – Two stories, ~41,000 SF, built 1996.
- PCC 2 & Atrium – Two stories plus Atrium, ~52,000 SF, built 2002; expanded in 2022 with a two-story 6,000 SF addition.
- PCC 3 – Three stories, ~73,000 SF, built 2008–2009.

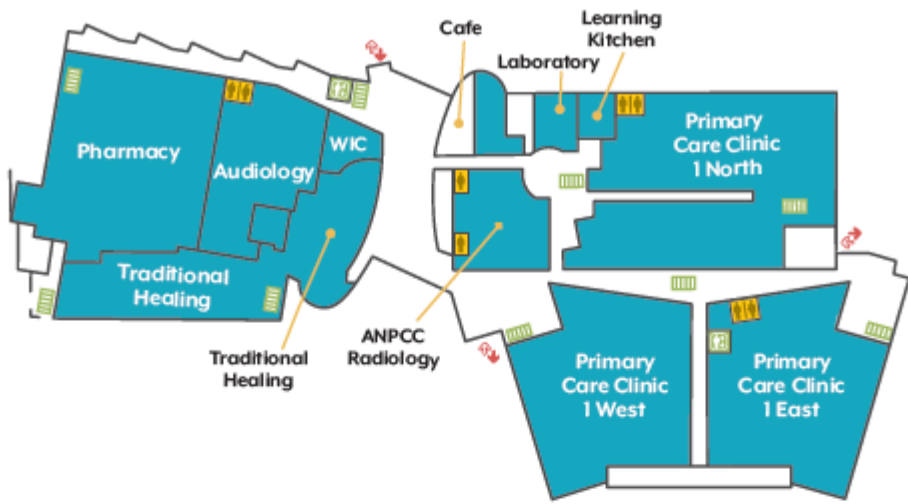
## Construction & Code Summary Overview

- Construction Types – Generally equivalent to Type II-B, except Atrium (Type V-A).
- Fire Protection – Fully sprinklered throughout; Atrium separated from PCC 1 and PCC 2 by 2-hour fire-rated walls. PCC 1 and PCC 3 are treated as one building per the 2008 design.
- Occupancy – Primarily Group B; Atrium classified as Group A.
- See the Design Development 65% Drawings for more information and details.

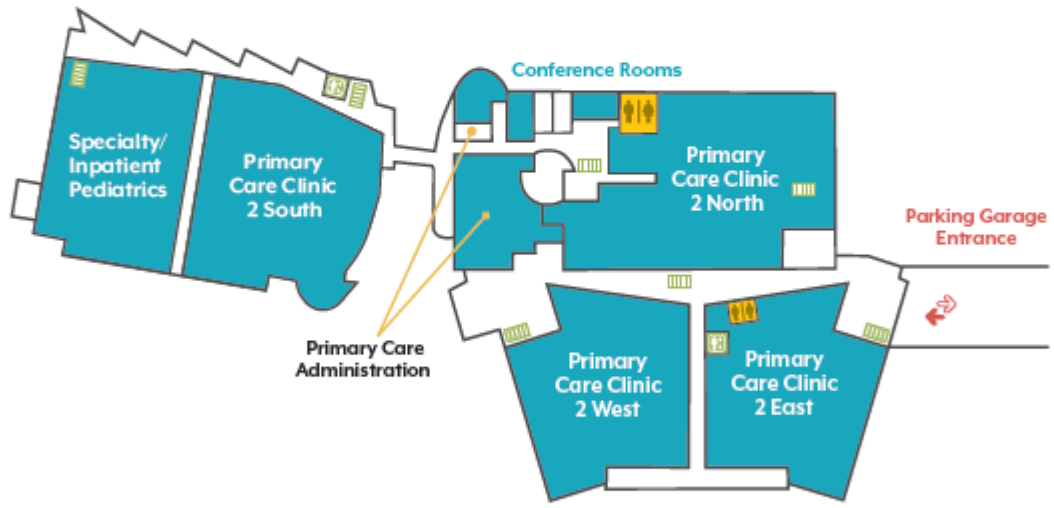


*Roof Numbers depict Prime and Sub Roof Areas*

First Floor



Second Floor



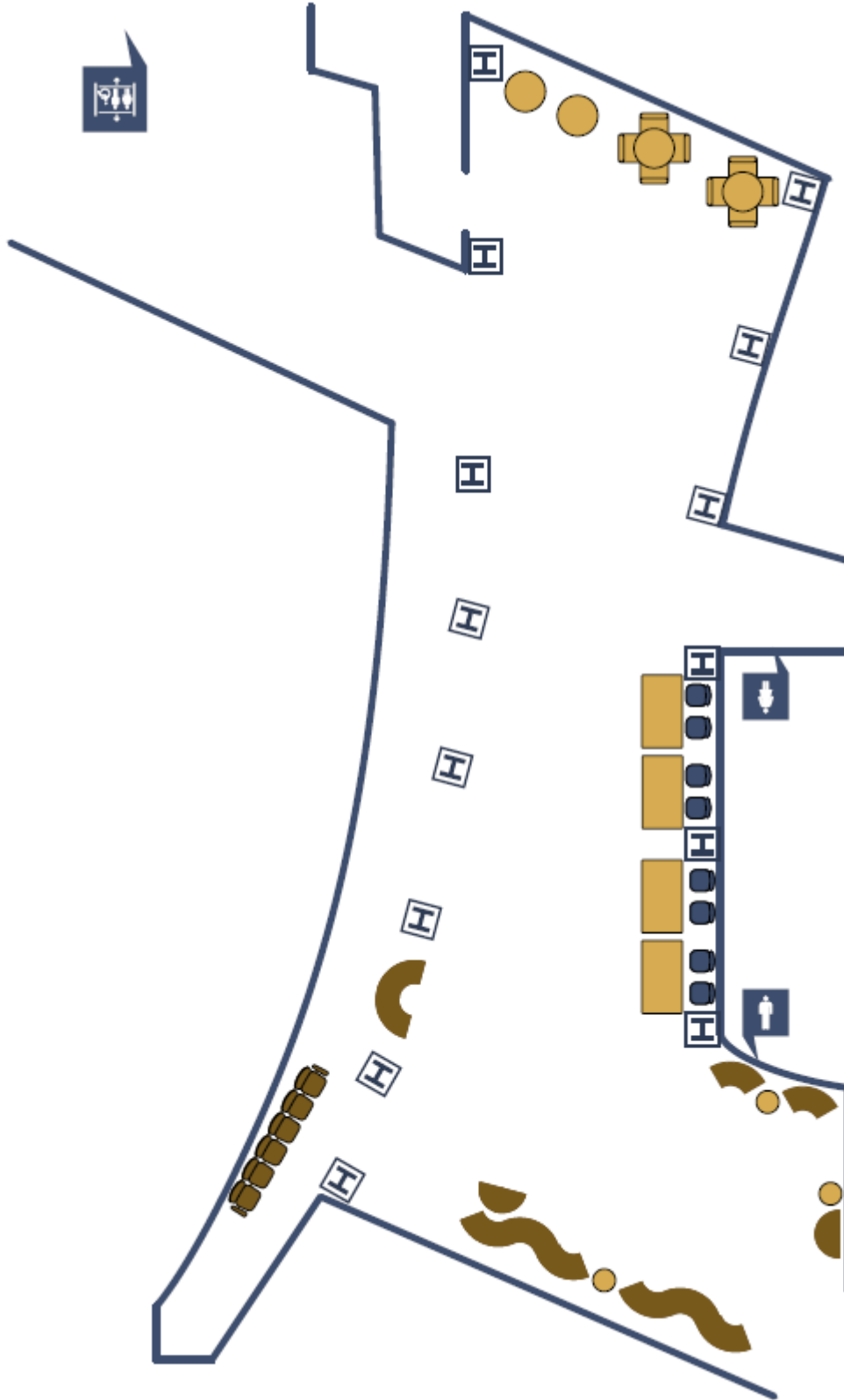
Third Floor

**KEY**

-  Bathroom
-  Elevator
-  Stairway
-  Entrance




Main Lobby

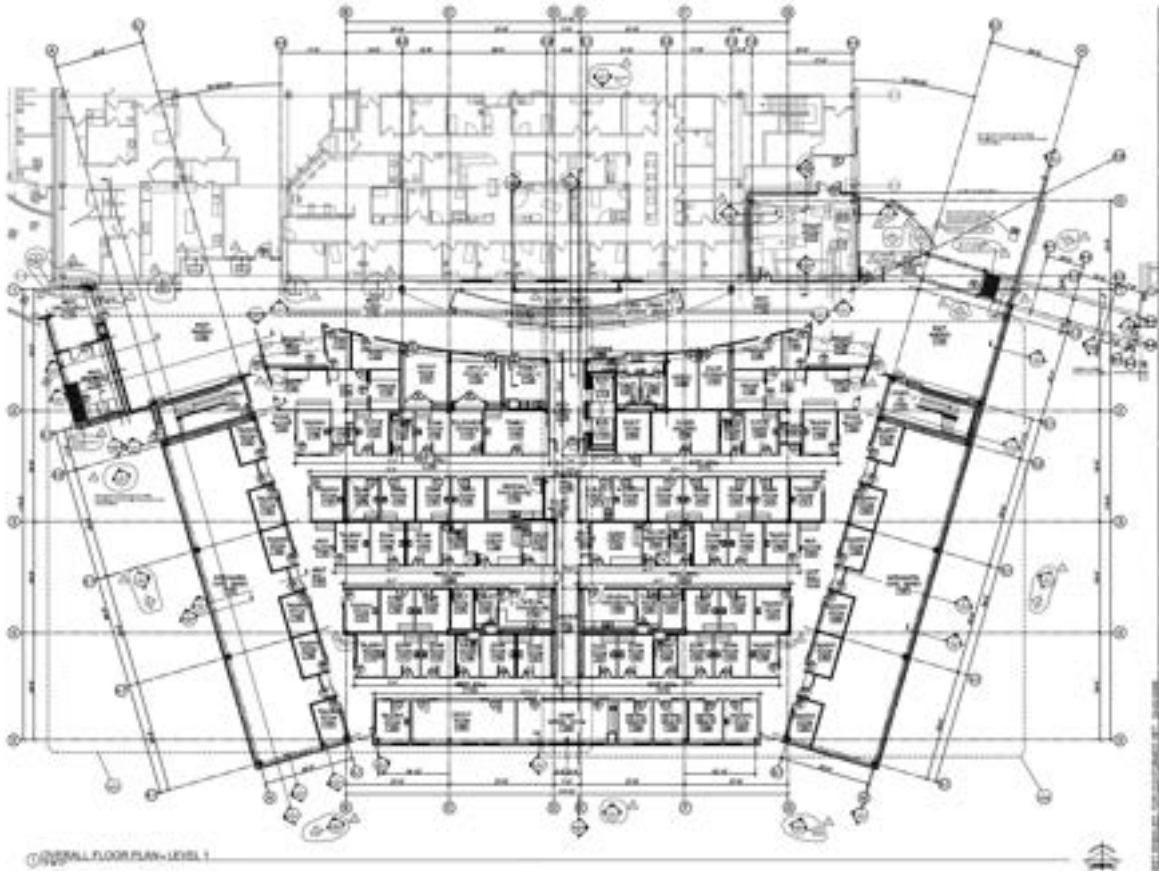


# Primary Care 1 East and 1 West

SOUTHCENTRAL FOUNDATION - PRIMARY CARE CLINIC  
4320 Diplomacy Drive, Anchorage, Alaska 99508

PCC III - 1

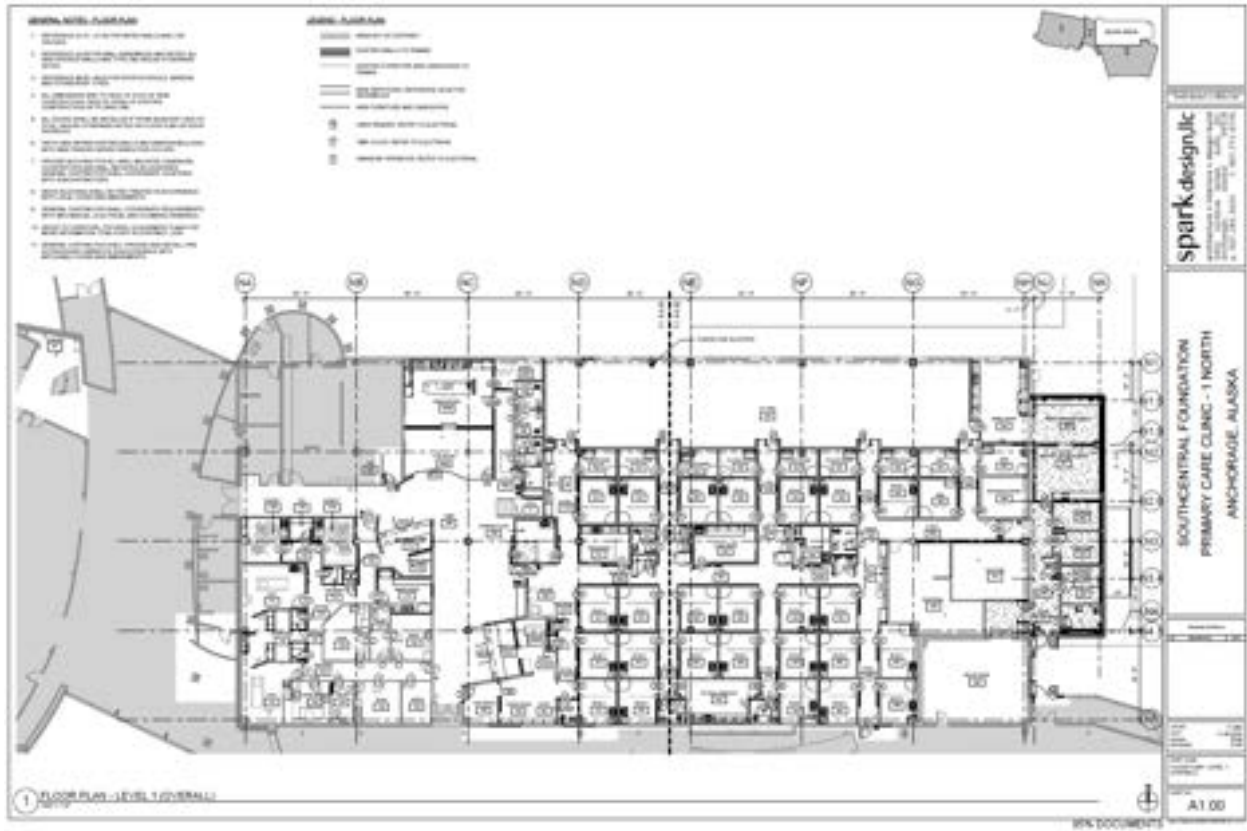




GENERAL FLOOR PLAN - LEVEL 1

<b>Southcentral Foundation</b> <b>PCC III Clinic</b> ANCHORAGE, ALASKA			

# Primary Care 1 North & Radiology







1 ENLARGED PLAN, PC FRONT DESK (REV)

30% DOCUMENTS

SOUTHCENTRAL FOUNDATION PRIMARY CARE CLINIC - 1 NORTH ANCHORAGE, ALASKA																							
<table border="1"> <tr> <td>DATE</td> <td>10/11/11</td> </tr> <tr> <td>BY</td> <td>SP</td> </tr> <tr> <td>CHECKED</td> <td>SP</td> </tr> <tr> <td>APP'D</td> <td>SP</td> </tr> <tr> <td>SCALE</td> <td>AS SHOWN</td> </tr> </table>	DATE	10/11/11	BY	SP	CHECKED	SP	APP'D	SP	SCALE	AS SHOWN	<table border="1"> <tr> <td>NO.</td> <td>1</td> </tr> <tr> <td>DATE</td> <td>10/11/11</td> </tr> <tr> <td>BY</td> <td>SP</td> </tr> <tr> <td>CHECKED</td> <td>SP</td> </tr> <tr> <td>APP'D</td> <td>SP</td> </tr> <tr> <td>SCALE</td> <td>AS SHOWN</td> </tr> </table>	NO.	1	DATE	10/11/11	BY	SP	CHECKED	SP	APP'D	SP	SCALE	AS SHOWN
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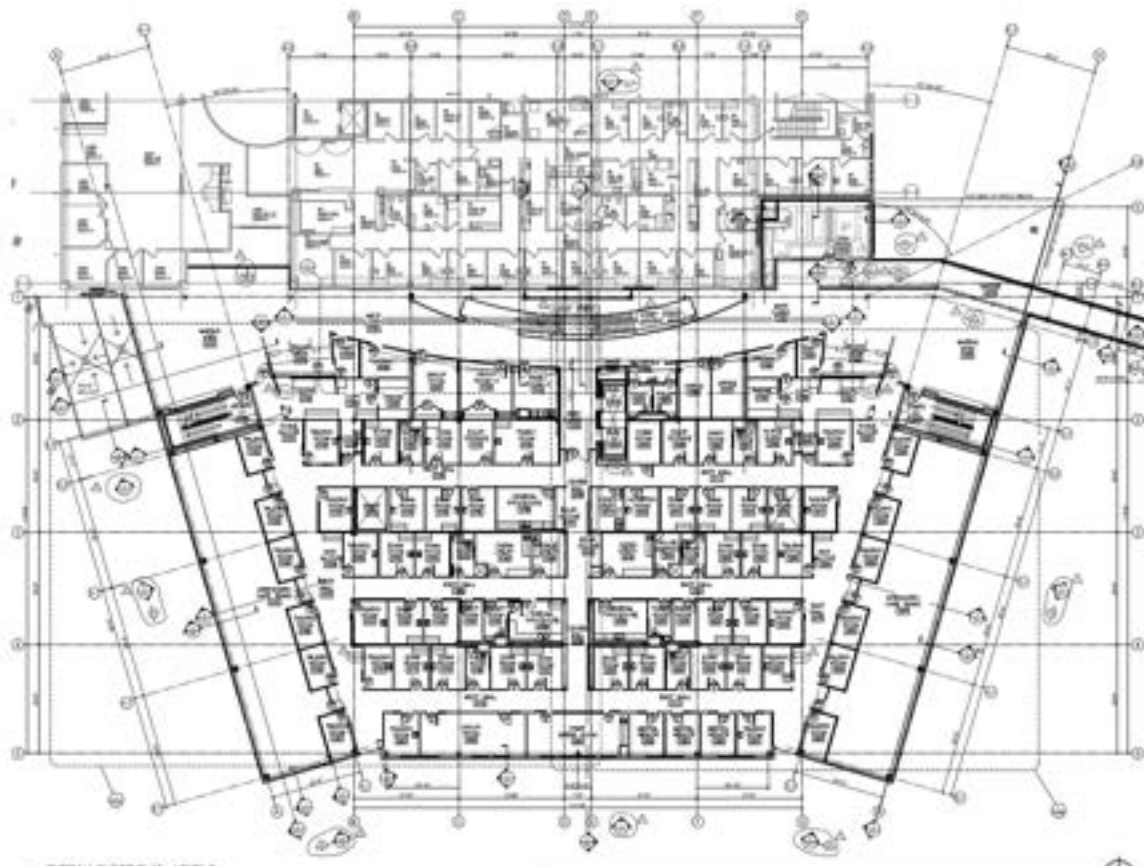


# Primary Care 2 East and 2 West

SOUTHCENTRAL FOUNDATION - PRIMARY CARE CLINIC III  
4320 Diplomatic Drive, Anchorage, Alaska 99508

PCC III - 2

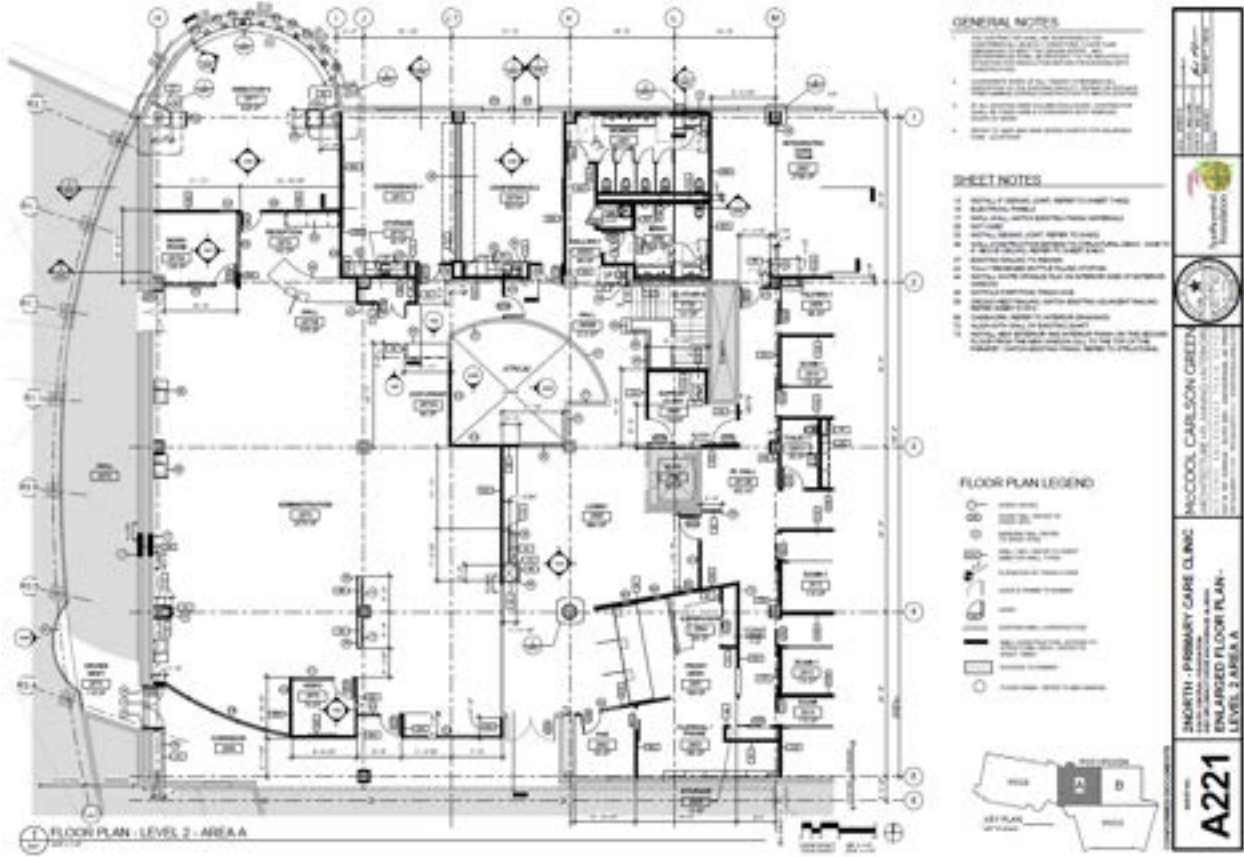




© 2011 ALL FLOOR PLAN - LEVEL 1

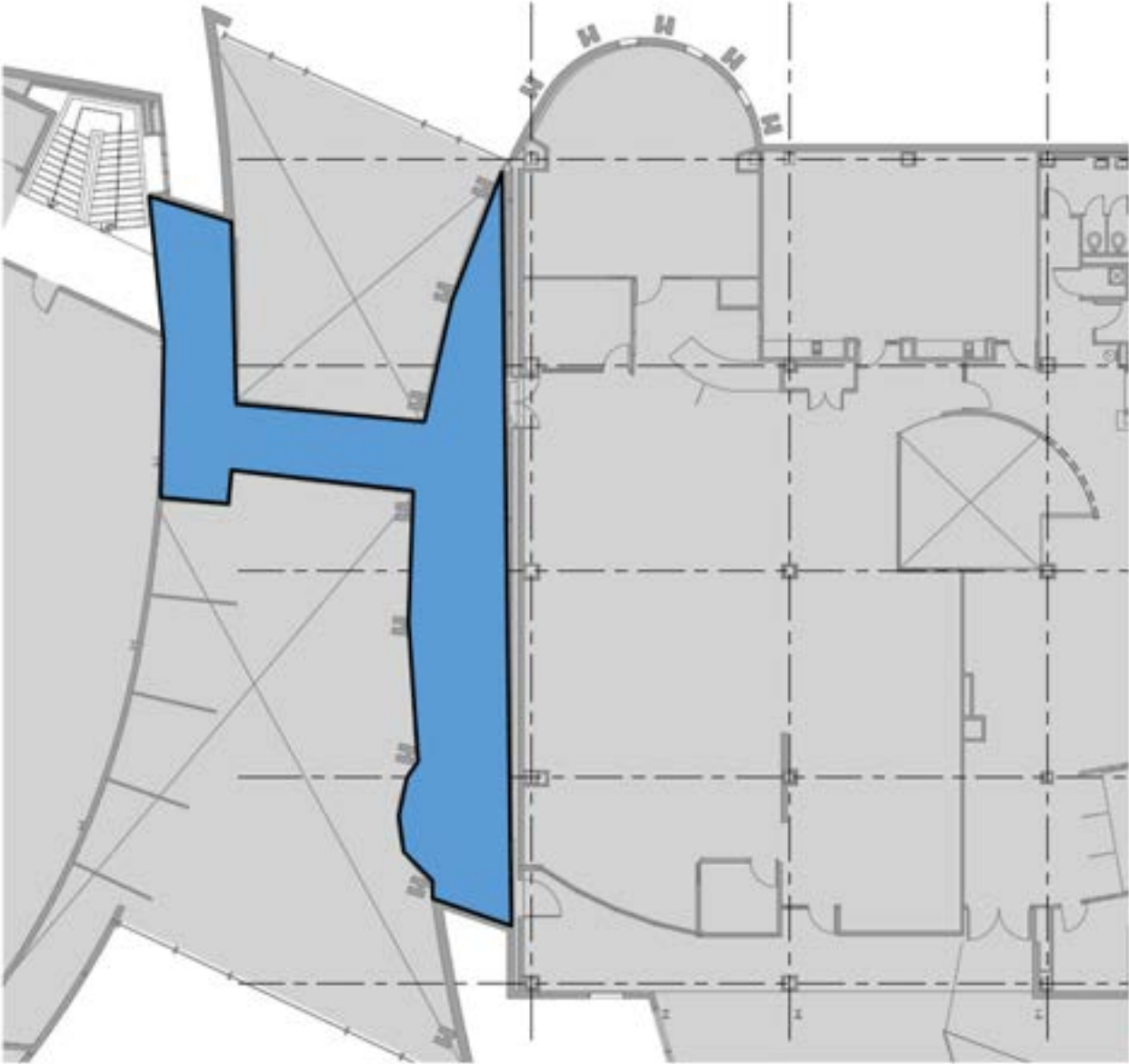
<p>Southcentral Foundation PCC III Clinic Anchorage, Alaska</p>
<p>1:11 1:11</p>
<p>AL-0</p>

# Primary Care 2 North and Primary Care Administration





Bridge



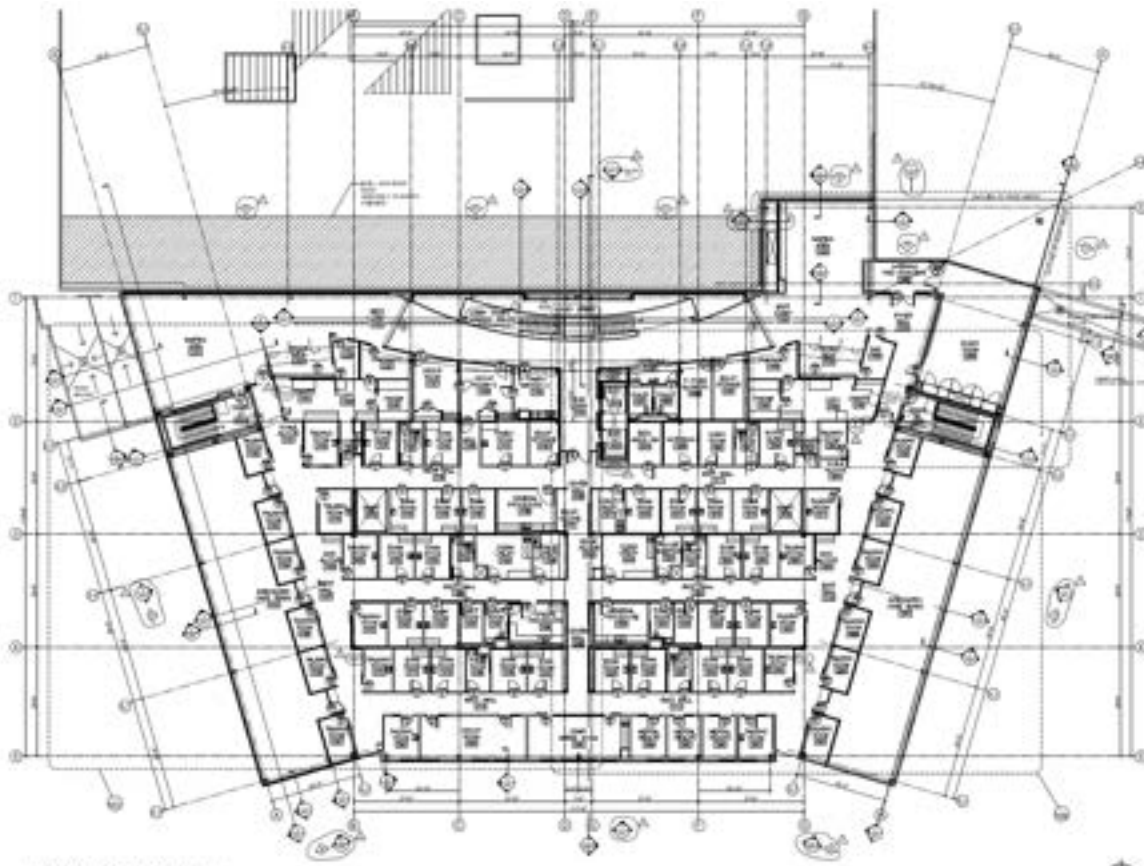


# Primary Care 3 East and 3 West

SOUTHCENTRAL FOUNDATION - PRIMARY CARE CLINIC III  
4320 Diplomat Drive, Anchorage, Alaska 99508

PCC III - 3





3.000 GENERAL FLOOR PLAN - LEVEL 3

<b>Southcentral Foundation</b> <b>PCC III Clinic</b> Houston, Texas			
1" = 1'-0" 1/4" = 1'-0"	1" = 1'-0" 1/4" = 1'-0"	1" = 1'-0" 1/4" = 1'-0"	1" = 1'-0" 1/4" = 1'-0"

# Southcentral Foundation

## YSQ ANPCC Lobby Furniture Project 2026

### Lobby Photos

Location:

Yagheli Shesh Qenq'a Anchorage Native Primary Care Center  
4320 Diplomacy Drive, Anchorage, Alaska 99508

#### Main Lobby

Includes a north entrance corridor, north area near customer service desk and coffee shop, central area, south window area, nook by blueberry painting, and south exit by pharmacy lockers.



Photo above is older, but we had a bench.



Newly updated welcome message in north entrance corridor.



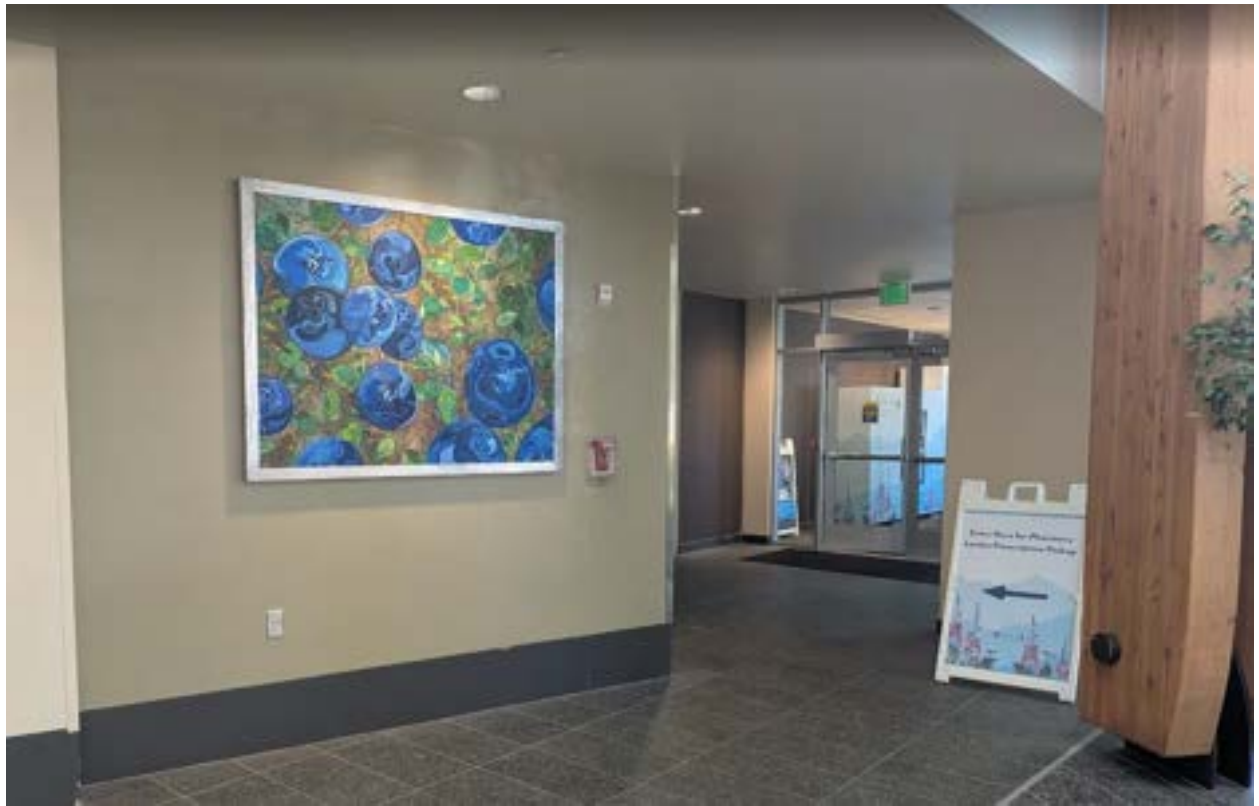






A sign is going on wall in the above picture by Traditional Healing. It will be mounted on the left side of the white wall. It will go from floor to the seam in the wall about 8' high. Will be approximately 4' wide. We will also be hanging a large painting on the right side of the wall that is approximately 4' wide x 3' tall.









Primary Care 1 East







# Primary Care 1 North & Radiology

























## Primary Care 1 West



We will be placing large acrylic artwork on the large blank wall, to the right of both beams.



Primary Care Administration & Bridge













Primary Care 2 East





Primary Care 2 North







Primary Care 2 West





















Primary Care 2 South & Specialty Pediatrics





A sign with photos of providers will be mounted on the right-hand side of this picture above the wall protection where the sanitary station is located.







A sign with photos of providers will be mounted on the left-hand side wall of this picture above the wall protection where the blue and white square sign is located.









Primary Care 3 East







Primary Care 3 West











			June 2
	Current Furniture Type	Description	1 East
C H A I R S	#VALUE!	C04, Steelcase, Aspekt	2
	#VALUE!	C05, Steelcase, Aspekt Bariatric	
	#VALUE!	L03, Carolina Business Furniture, Basil Chair	3
	#VALUE!	Silver Legs with gray arms	
	#VALUE!	Silver Legs with gray arms - bariatric	
C O U C H E S	#VALUE!	L02, Carolina Business Furniture, Basil Loveseat	3
	#VALUE!	L01, Carolina Business Furniture, Enclave Linx	3
	#VALUE!	(outer curve) Enclave Linx	2
	#VALUE!	1/2 circle, brown leather automan	
T A B L E	#VALUE!	Miscellaneous side/coffee tables	
B E N C H	#VALUE!	Bench	
		Sum for each clinic	13

# 026 Inventory - Items that need to be replaced at a minimum

1 North	1 West	2 East	2 North	2 South	2 West	3 East	3 West	Main Lobby
3		5	1	1	6	2	5	
1			3		2		1	4
7	4	4	1	3	2	2	6	
				8	1		1	
2	7	3		1	2	2	2	
4		6	4			2	4	10
1			2		1	2	4	1
				2	1			
								1
18	11	18	11	15	15	10	23	16

			167
Bridge	HART Lobby	PCA	Minimum Total Replace
	1	1	27
1	1	1	14
3			35
	7		
			0
2			24
			33
			13
			0
			3
			1
6	9	2	167

			June 2
	Current Furniture Type	Description	1 East
C H A I R S	#VALUE!	C04, Steelcase, Aspekt	5
	#VALUE!	C05, Steelcase, Aspekt Bariatric	2
	#VALUE!	L03, Carolina Business Furniture, Basil Chair	3
	#VALUE!	Silver Legs with gray arms	
	#VALUE!	Silver Legs with gray arms - bariatric	
C O U C H E S	#VALUE!	L02, Carolina Business Furniture, Basil Loveseat	3
	#VALUE!	L01, Carolina Business Furniture, Enclave Linx	3
	#VALUE!	(outer curve) Enclave Linx	2
	#VALUE!	1/2 circle, brown leather automan	
T A B L E	#VALUE!	Miscellaneous side/coffee tables	
B E N C H	#VALUE!	Bench	
		Sum for each clinic	18

# 026 Inventory - Maximum number of items to be replaced

1 North	1 West	2 East	2 North	2 South	2 West	3 East	3 West	Main Lobby
5	8	6	2	23	13	6	8	
1	5		3	7	5	1	4	4
7	4	4	1	3	2	2	6	
1			3	8	1		1	
2	7	3		1	2	2	2	
4		6	4		3	2	4	10
1			2		3	2	4	5
		1	2	2	1	1	2	
								1
21	24	20	17	44	30	16	31	20

			265
Bridge	HART Lobby	PCA	Minimum Total Replace
	1	2	79
2	2	2	38
4			36
	7		
			0
3			25
			36
			19
			0
	1		10
			1
9	11	4	265

**EXHIBIT D: AIA 151 Template**

**See below.**

# AIA<sup>®</sup> Document A151<sup>™</sup> – 2019

## Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the [ ] day of [ ] in the year [ ]  
(In words, indicate day, month, and year.)

BETWEEN the Owner:  
(Name, legal status, address, and other information)

Southcentral Foundation  
4501 Diplomacy Drive  
Anchorage, Alaska 99508  
[ ]

and the Vendor:  
(Name, legal status, address, and other information)

[ ]  
[ ]  
[ ]  
[ ]

for the following Project:  
(Name, location, and detailed description)

[ ]  
[ ]  
[ ]

The Architect:  
(Name, legal status, address, and other information)

[ ]  
[ ]  
[ ]  
[ ]

The Owner and Vendor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



**ELECTRONIC COPYING** of any portion of this AIA<sup>®</sup> Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONTRACT SUM AND PAYMENTS
- 3 TIME
- 4 OWNER
- 5 VENDOR
- 6 TITLE AND RISK OF LOSS
- 7 DELIVERY AND INSTALLATION
- 8 ACCEPTANCE
- 9 WARRANTIES
- 10 ARCHITECT
- 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
- 12 PROTECTION OF PERSONS AND PROPERTY
- 13 INSURANCE
- 14 CLAIMS AND DISPUTES
- 15 ENUMERATION OF CONTRACT DOCUMENTS

### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed, construed, and enforced in accordance with the laws of the State of Alaska and the United States of America, including the State of Alaska's Uniform Commercial Code (UCC) as adopted and excluding choice of law rules. All parties expressly agree that should litigation or any legal proceeding be necessary under this Agreement, the same shall be commenced exclusively in Alaska Superior Court, Third Judicial District at Anchorage or in the United States District Court for the District of Alaska, by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.~~

#### § 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

### § 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

### § 1.4 Modifications

A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

### § 1.5 The Work

The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

### § 1.6 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### § 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.8 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

### § 1.9 ~~Building Information Models Use and Reliance~~ Intentionally Reserved

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

### § 1.10 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract

Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

### § 1.11 Notice

§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below: *(If other than in accordance with a building information modeling exhibit, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

All notices and other required communications (“Notices”) shall be sent to the addresses set forth below. All Notices shall be given by (a) personal delivery with written acknowledgement of receipt, or (b) by registered or certified mail, return receipt requested, or (c) by courier service. All Notices shall be effective and shall be deemed delivered on the next business day after actual receipt. Either party may change its address for Notice from time to time by so notifying the other in accordance with this provision. All Notices and other required communication to the parties shall be addressed respectively as follows:

Southcentral Foundation  
Attn: Contracts Manager  
7033 E Tudor Road  
Anchorage, Alaska 99507  
Tel: (907) 729-3007

[VENDOR Contact info]

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.12 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment. For all other assignments, Owner’s consent may be withheld in its sole discretion; Vendor’s consent shall not unreasonably be withheld or delayed.

### § 1.13 Substantial Completion

- .1 Substantial completion is determined by 90% of all products installed and available to the Owner for their intended purpose and full use.
- .2 A walk-through will be held and punch list will be generated by the Owner and its Architect to determine Substantial Completion.

### § 1.14 Final Completion

- .1 Final completion is determined by resolving all items noted on the Substantial Completion’s punch list, and when all products are turned over to the Owner in new and excellent working condition.
- .2 A walk-through will be held by the Owner and its Architect to verify all punch list items have been resolved satisfactorily.

### § 1.15 Application for Payment

- .1 Project may be progress billed up to 90%, including stored material, with approved back up provided and a schedule of values attached with each pay application. Payment may be made only on Owner approved pay applications.
- .2 Following the receipt of Substantial Completion punch list, Vendor may submit the “Substantial Completion Payment Request” up to 90% total payment.

3 Once all punch list items have been resolved and all products are turned over to the Owner, the Final Completion Payment Request” may be submitted for the remaining 10% payment due.

**ARTICLE 2 CONTRACT SUM AND PAYMENTS**

**§ 2.1 Contract Sum**

§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor’s performance of the Contract. The Contract Sum shall be [redacted] (\$ [redacted] ), subject to additions and deductions as provided in the Contract Documents.

**§ 2.1.2 Alternates**

§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
[redacted]	

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
[redacted]		

§ 2.1.3 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
[redacted]		

§ 2.1.4 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
[redacted]	

§ 2.1.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Owner and the Vendor agree that Owner’s damages resulting from delayed completion of this project is impracticable or extremely difficult to ascertain. Accordingly, the Owner and the Vendor agree that the amount of liquidated damages stated below is a reasonable estimate of such damages in the event of the Contractor’s delayed completion of this project shall be «\$xxxx per calendar day » beyond the Contract Time specified in § 3.3.2. Liquidated damages shall be assessed against the Contractor and Contractor’s surety until the Work is substantially complete as determined by the Architect, and such payment is intended to be liquidated damages and not intended to be a forfeiture or penalty.

§ 2.1.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

[redacted]

**§ 2.2 Payments**

§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:

(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

[redacted]

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor’s right to payment.

§ 2.2.3 Except with the Owner’s knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner’s employees or consultants, that would reasonably appear to compromise the Owner’s employees’ or consultants’ judgment with respect to this Project.

**ARTICLE 3 TIME**

**§ 3.1 Contract Time**

§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor’s control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

**§ 3.2 Date of Commencement**

The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.3 Completion**

§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:

*(Check the appropriate box and complete the necessary information.)*

Not later than  () calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following

dates:

Portion of Work

Completion Date

## ARTICLE 4 OWNER

### § 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:

*(Name, address, email address, and other information)*

SCF Construction Project Manager

4155 Tudor Centre Drive

Anchorage, Alaska 99508

(907)

### § 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may use to perform the Work;
- .2 access to the Project premises for the Vendor at reasonable times;
- .3 information regarding any restrictions on the use of, or access to, the Project premises;
- .4 suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- .5 utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- .6 a secured premises for storage of FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

## ARTICLE 5 VENDOR

### § 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:

*(Name, address, email address, and other information)*

§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

**§ 5.3** The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

**§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor**

**§ 5.4.1** Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

**§ 5.4.2** Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

**§ 5.4.3** The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

**§ 5.4.4** If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

**§ 5.5 Supervision**

**§ 5.5.1** The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 5.5.2** The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

**§ 5.5.3** The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

**§ 5.6 Labor and Materials**

**§ 5.6.1** Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools,

installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 5.6.2** The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 5.6.3** The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

### **§ 5.7 Taxes**

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **§ 5.8 Permits, Fees, Notices, and Compliance with Laws**

**§ 5.8.1** Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 5.8.2** The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 5.9 Allowances**

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

### **§ 5.10 Vendor's Schedules**

**§ 5.10.1** The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

**§ 5.10.2** The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

**§ 5.10.3** The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

**§ 5.10.4** The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

## **§ 5.11 Submittals**

**§ 5.11.1** The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

**§ 5.11.2** The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and material safety data sheets.

## **§ 5.12 Cleaning Up**

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

## **§ 5.13 Access to Work**

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

## **§ 5.14 Indemnification**

**§ 5.14.1** To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

**§ 5.14.2** In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**§ 5.14.3** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## **ARTICLE 6 TITLE AND RISK OF LOSS**

**§ 6.1** Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

**§ 6.2** The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

## **ARTICLE 7 DELIVERY AND INSTALLATION**

**§ 7.1** The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

**§ 7.2** Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract

Documents.

**§ 7.3** The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

## **ARTICLE 8 ACCEPTANCE**

**§ 8.1** The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

**§ 8.2** When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

**§ 8.3** If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

**§ 8.4** FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

**§ 8.5** The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

## **ARTICLE 9 WARRANTIES**

**§ 9.1** The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

**§ 9.2** The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

**§ 9.3** The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

**§ 9.4** The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

## **ARTICLE 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

**§ 10.2** Except as otherwise provided in the Contract Documents or when direct communications have been specially

authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 10.3** The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

**§ 10.4** The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

**§ 10.5** The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

**§ 10.6** The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

**§ 10.7** The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

## **ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS**

**§ 11.1** The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

**§ 11.2** If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

**§ 11.3** The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

**§ 11.4** If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## **ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY**

### **§ 12.1 Safety Precautions and Programs**

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable

protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

## § 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

§ 12.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 12.2.3 If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.

## ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000 ) each occurrence, two million dollars (\$ 2,000,000 ) general aggregate, and two million dollars (\$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than one million dollars (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation at statutory limits.

§ 13.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000 ) each accident, one million dollars (\$ 1,000,000 ) each employee, and one million dollars (\$ 1,000,000 ) policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars (\$ 1,000,000 ) per claim and two million dollars (\$ 2,000,000 ) in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

**§ 13.12 Other Insurance Provided by the Vendor**

*(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)*

**§ 13.13 Waiver of Subrogation**

**§ 13.13.1** The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 13.13.2** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.

**ARTICLE 14 CLAIMS AND DISPUTES****§ 14.1 Binding Dispute Resolution**

~~For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the~~ The method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

~~Arbitration pursuant to Section 14.7 of this Agreement~~

Litigation in a court of competent jurisdiction as identified in Section 1.1.

Other (Specify)

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court ~~of competent jurisdiction~~ as identified in Section 1.1.

**§ 14.2** Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

**§ 14.3 Notice of Claims**

Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

**§ 14.4 Time Limits on Claims**

The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work. The Owner and Vendor waive all claims and causes of action not commenced

in accordance with this Section 14.4.

**§ 14.5** If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

~~§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 14.7 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 14.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 14.9 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~§ 14.10 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

#### **§ 14.614 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

#### **§ 14.712 Waiver of Claims for Consequential Damages**

The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.712 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS**

§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 Building Information Modeling Exhibit, if completed:

[Redacted]

§ 15.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

[Redacted]

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
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§ 15.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

[Redacted]

<b>Number</b>	<b>Title</b>	<b>Date</b>
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§ 15.6 The Addenda, if any:

<b>Number</b>	<b>Date</b>	<b>Pages</b>
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Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

§ 15.7 Additional documents, if any, forming part of the Contract Documents:

- .1 Other Exhibits:  
(Check all boxes that apply.)

[Redacted] The Sustainability Plan:

<b>Title</b>	<b>Date</b>	<b>Pages</b>
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[Redacted] Supplementary and other Conditions of the Contract:

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
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- .2 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents.)

[Redacted]

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**  
April Kyle, MBA President/CEO  
*(Printed name and title)*

\_\_\_\_\_  
**VENDOR (Signature)**  
\_\_\_\_\_  
*(Printed name and title)*



**END OF RFP DOCUMENT**