

Request for Proposals (RFP): # SCF27-1204

Janitorial Services at 4500 Diplomacy Drive

RFP Release Date: November 3, 2026

SCF Purchasing
7033 East Tudor Road
Anchorage, AK 99507

Purchasing Agent, Venus Coffey
Phone: 907-729-5264
E-Mail: 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

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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 professional janitorial cleaning services and general sanitary maintenance at 4500 Diplomacy Drive, Anchorage, Alaska

Southcentral Foundation requires that the facility be cleaned and maintained at a level of commensurate quality with the highest standards of professional healthcare janitorial services. Following the schedule guidelines set forth in the Scope of Work.

2.2 Contract Period

The contract term shall begin with the selection of a winning Proposer in January 2027. The targeted timeframe for the scope of work to be completed is between January 2027 and December 2029.

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 **no later than November 10, 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: Venus Coffey
Email: SCFPurchasing@southcentralfoundation.com
vcoffey@southcentralfoundation.com
Phone: 907-729-5264

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	*November 3, 2026*
Deadline for Registration	*November 10, 2026*
Site Visit and Pre-Bid meeting	*November 16, 2026 @ 11AM*
Deadline to Submit Questions	*November 19, 2026*
Deadline for SCF to Respond to Questions	*November 24, 2026*
Proposal Due Date	December 1, 2026 by 2PM
Anticipated Notice of Award	*December 4, 2026*
Anticipated Service Start Date	*January 1, 2027*

Table 1. RFP Schedule

Mandatory meeting 11/16/26, 11AM at the front lobby of 4500 Diplomacy Drive.

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.

3.7 Contract Negotiations

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

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

Section 4. Instructions for Proposers

4.1 Proposer's Review and Substantive Questions

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

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

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

4.2 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 before the advertised date and hour specified in Section 3.1.

The subject line should read, "RFP SCF27-1204 Janitorial Services at 4500 Diplomacy Drive Proposal".

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 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 (20 points)

Provide a summary of recent work involving similar scope of services. For each project, include information on the firm's/ individual's role, size and cost of the scope of services.

B. Project Approach and Ability to Manage the Project Successfully (30 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 scope of services and your approach to meeting that challenge.

C. Capacity of Resources (20 points)

Specifically address availability of key personnel for the service calls. Explain how continuity of staff assignments will be maintained. Indicate location of offices and current staffing. Include a statement indicating that all information in the proposal is accurate, truthful, and factual; certifying that personnel and resources proposed will be made available to fulfill duties and obligations of the contract, if awarded.

D. Alaska Native/ American Indian Preference (5 points)

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

E. 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. 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	20
Project Approach and Ability to Manage Project Successfully	30
Capacity of Resources	20
AN/AI Preference	5
Cost Proposal	25
Total Point Value - 100	

Table 2. Evaluation Criteria and Point Value

6.4 Discussions

As determined by the evaluation process, Proposers may be offered the opportunity to 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 may be modified based on project scope before being presented to a successful Proposer at the time of contract award. At that time successful Proposer may request modifications for consideration and negotiation.

The Agreement between the two parties will be the SCF Professional Services, which SCF will provide when ready to enter into an agreement with the winning Proposer. See Exhibit D for a draft agreement to review.

7.2 Conflict of Interest

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

7.3 Status of Independent Contractor

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

7.4 Americans with Disabilities Act

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

7.5 Insurance Requirements

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

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

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

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

3. ***Commercial Auto Liability Insurance:*** Proposer shall maintain a commercial automobile liability insurance policy covering all owned, hired, and non-owned vehicles to be used or in connection with Proposer, with coverage limits not less than $1,000,000 per accident combined single limit bodily injury and property damage.

4. ***Subcontracting Requirements:*** Proposer is required to have prior written approval by SCF before using any subcontractor. SCF may, in its sole discretion, withhold its approval for any reason or for no reason. Additionally, Proposer will be responsible for ensuring that its subcontractors are bound by the same insurance provisions as required herein as required by Alaska law during the course of its subcontractors' operations. Proposer shall provide written copies of all subcontractors' certificates of insurance and endorsements to SCF prior to any subcontractor commencing work.

7.6 Compliance with Legal Obligations and SCF Code of Conduct

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

7.7 Monitoring

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

7.8 Lobbying

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

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

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, or cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.9 Exclusion and Debarment

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

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

7.10 Successors, Assignment or Delegation

This Agreement may not be assigned or subcontracted or otherwise transferred by Proposer without the prior written consent of SCF, which SCF may withhold for any reason or for no reason, in its sole and absolute discretion, and any assignment or other transfer in violation hereof shall be null and void and of no force or effect. If SCF consents to an assignment or subcontract of all or any portion of this Agreement, Proposer warrants to SCF that the assignee or subcontractor shall execute a written instrument agreeing to be bound by all of the terms and conditions of this

Agreement, that Proposer shall provide SCF with a copy of the written agreement, and that any such assignment or subcontract shall not relieve the Proposer from any obligations hereunder. Proposer further agrees that Proposer shall guarantee the performance of any assignee or subcontractor hereunder. Without limiting the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and permitted assigns, if any.

7.11 Nondiscrimination

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

7.12 Alaska Native/American Indian Preference in Employment and Training

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

7.13 Federal Tort Claims Act

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

7.14 Media Contact

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

EXHIBIT A: Scope of Services

Tasks shall be done more frequently than the minimums as required to achieve a clean, neat, and professional appearance or in the case of a spill or other unscheduled event. Replenishing supplies such as hand soaps, paper towels, toilet tissues and toilet seat covers shall be done nightly. This is to include hand sanitizer stations located within the facility.

Service Calls: The Contractor shall respond to service call work when requested. Once at the site, the work shall continue until completion. Service calls include restocking of restroom supplies, emptying containers, vacuuming and pest introductions.

Regular - 30 minutes from notice Monday - Friday 7:00 a.m. to 6:00 p.m.

Emergent - *5*-7 minutes from notice Monday- Friday 7:00 a.m. to 6:00 p.m.

Movement and Cleaning of SCF Furniture and Equipment: Movement of equipment for floor cleaning shall be coordinated with the department to ensure all electrical cords and sensitive equipment is placed back in its original state. This is to include wheeled file cabinets for floor care projects. Conference room furniture is to be placed in set-up order nightly; layouts can be obtained from Project Manager.

Recycling Waste: Blue recycling bins/receptacles in break rooms, offices and conference rooms shall be emptied and discarded in designated areas for pickup of SCF supplied vendor. The Contractor shall assist in breaking down cardboard boxes left in designated break areas. Designated areas can be obtained from Project Manager.

SCHEDULE OF CLEANING TASKS

This schedule provides a minimum frequency of cleaning tasks required and applies to all areas (lobbies, corridors, elevators, restrooms, offices, etc.) as applicable. However, your Proposal may indicate an increase in frequency of a specific cleaning procedure and/or change in cleaning method to ensure a "High Standard of Cleanliness".

DAILY

OCCUPIED AREAS (Offices, Conference Rooms, Break Rooms, Copy rooms, etc.)

- Empty waste containers, replace liners and damp wipe/disinfect containers as needed.
- Vacuum carpeted areas and spot clean soil/stains.
- Dust mop resilient/hard floors.
- Dust and damp wipe surfaces (cleared surfaces only).
- Spot clean doors, frames and walls.
- Wipe down waiting room seats, including where back and seat pan meets.
- Replenish applicable supplies (i.e. hand soaps, paper towels, hand sanitizer, etc.).

- Corridors shall be clear of obstructions.
- *Conference room chairs and tables are to be moved back in set-up order.*

PUBLIC AREAS (Lobbies, Corridors, Elevators, Stairways, etc.)

- Empty waste containers, replace liners and damp wipe/disinfect containers as needed.
- Vacuum carpeted areas and spot clean soil/stains.
- Dust-mop all resilient/hard floors.
- Remove "water soluble" spots from furniture.
- Sanitize and polish drinking fountains.
- High touch surfaces (doorknobs, light switches, elevator button, etc.).
- Replenish hand sanitizer stations.
- Window and glass cleaning.
- Ensure baseboards are free of dust and splash marks.
- Damp wipe flat and metal surfaces.
- Dust all wall fixtures, pictures and furniture.
- Clean directories and information window boxes.
- Spot clean all walls and doors.
- Pick-up walk-off mats, clean floor, replace, vacuum walk-off mats.

RESTROOMS

- Empty waste containers, replace liners and damp wipe/disinfect containers as needed.
- Refill paper product dispensers.
- Refill soap dispensers.
- Damp wipe/disinfect dispensers.
- Damp wipe/disinfect sinks.
- Clean/disinfect urinals.
- Clean/disinfect toilets and seats.
- Damp clean mirrors, fixtures and furnishings.
- Spot clean walls and remove graffiti.
- Spot clean metal partitions.
- Wet mop/disinfect floor

ENTRANCES

- Empty interior and exterior waste containers.
- Clean entrance exterior and interior windows, and doors, as required, to maintain a clean
- appearance, including the glazing adjacent to the interior doors.
- Clean all patios, except during freezing or inclement weather, by picking up all trash and litter.
- Clean interior glass doors and all interior glass surfaces to 7' height.

WEEKLY

OCCUPIED AREAS (Offices, Conference Rooms, Break Rooms, etc.)

- Dust all furniture and fixtures.
- Dust accessible windowsills.
- Damp wipe furniture and metal & vinyl surfaces on fabric partitions.
- Damp wipe interior doors.
- Damp wipe accessible windowsills (cleared surfaces only).
- Ensure baseboards are free of dust and splash marks.

PUBLIC AREAS (Lobbies, Corridors, Elevators, Stairways, Entrances, etc.)

- Remove cobwebs.
- Damp wipe with germicidal solutions on metal framework of doors, guest chairs
- Vacuum upholstered furniture.
- Damp wipe door grilles.
- Damp mop all resilient/hard floors.
- Remove stains from carpets
- Remove lint, cobwebs, mud dirt and litter from the outside walls of and in 25-foot vicinity of
- entrances. **NOTE:** Snow removal is not required.
- Stairwells are to be cleaned and free from soil or debris.

RESTROOMS

- Acid clean insides of urinals and toilet bowls.
- Wash and disinfect waste containers.
- Damp wipe metal partitions.
- Damp wipe ceramic tile walls.
- Damp wipe entry/exit doors and louvers.
- Damp wipe handles, push & kick plates and polish dry.

MONTHLY

OCCUPIED AREAS (Offices, Conference Rooms, etc.)

- Spot clean walls, extensively.
- Damp wipe all doorframes, louvers and ceiling vents.
- Vacuum upholstered furniture.

PUBLIC AREAS (Lobbies, Corridors, Elevators, Stairways, etc.)

- Clean/Extract carpets.
- Remove cushions on benches and damp wipe with germicidal solutions.
- Damp wipe with germicidal solutions on metal framework of doors, guest chairs
- Vacuum upholstered furniture.
- Damp wipe door grilles.
- Damp mop all resilient/hard floors.

RESTROOMS

- Wash all walls and metal partitions.
- Wash entry/exit doors and louvers.

QUARTERLY

OCCUPIED AREAS (Offices, Conference Rooms, etc.)

- Dust or vacuum interior office mini-blinds (horizontal and vertical).
- Light fixtures.
- Vacuum and clean the ventilation supply air diffuser covers and exhaust air grill covers in all
- rooms and open areas external only.

SEMI-ANNUALLY

OCCUPIED AREAS (Offices, Conference Rooms, etc.)

- Vacuum fabric partitions.
- Dust or vacuum interior office mini blinds (horizontal and vertical).
- Clean interior windows
- Clean exterior windows

FLOOR CARE AS REQUIRED BY MANUFACTURES' RECOMMENDATION OR AT MINIMUM SEMI-ANNUALY

Manufacturer's recommendations shall be requested from PM for all SCF buildings.

SECTION A
CLEANING STANDARDS

The following cleaning standards are to be applied to all SCF buildings and shall be used by the Supervisor, Facilities Operations during periodic quality assurance inspections, to assess the quality of cleaning performance. Cleaning procedures shall ensure that no damage occurs to any SCF equipment or facility.

1. ENTRANCES

Mats and Carpet - Shall be free of spots, stains, gum, dirt and debris. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.

Glass and Metal Surfaces - Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.

Corners/Thresholds - Shall be free of dust, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the eliminator of cleaner residue and dried-slurry.

Floors - Shall be free of dust, dried-soil, gum, spots, stains, and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal, and finish applied that result in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, dried-soil and soil. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

2. ELEVATORS

Tracks - Shall be free of dirt and debris. Tracks shall appear visibly clean. This shall include the elimination of standing water from wet cleaning procedures.

Walls and Doors - Shall be free of dust, soil, spots and stains. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. Bright metal surfaces shall be polished to a high shine. This shall include the elimination of polish residue and/or film.

Floors and Carpet - Shall be free of dust, dried soil, soil, gum, spots, stains and other debris. Hard/resilient floors shall have multiple coats of slip resistant seal and finish applied that result in a consistent high-shine. Floors and carpet shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

3. CORRIDORS

Floors - Shall be free of dust, dried-soil, gum, spots, stains and debris. Bard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, dried-soil and soil. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

Water Fountains - Shall be free of dust, soil, scale and water spots. Bright work shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and cleaner residue.

4. STAIRWELLS

Rails and Walls - Shall be free of dust and dried-soil. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, cleaner residue or film.

Steps and Landings - Shall be free of dust, dried soil, gum, stains and debris. This shall include risers and cove bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

5. RESTROOMS

Dispensers - Shall be free of dust, dried-soil and mold. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Paper product dispensers shall be refilled when required with proper expendable supply item. Soap dispensers shall be supplied and refilled by the Contractor.

Hardware - Shall be free of dust, soil, mold and scale. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

Sinks - Shall be free of dust, mold, soil, cleaner residue and soap film. They shall appear visibly and uniformly clean, and polished-dry. This shall include the elimination of streaks, embedded soil, and film and water spots.

Mirrors - Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak free, film-free and uniformly clean.

Toilets and Urinals - Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include elimination of streaks, film and water spots. Assist in making first attempt in clearing a clogged toilet.

Partitions - Shall be free of dust, soil, and graffiti. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.

Waste Containers - Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

Walls and Doors - Shall be free of dust, soil, spots and stains. These surfaces shall appear visibly and uniformly cleaned/disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots; and metal kick plates, handles and push plates on doors shall also be polished-dry.

Floors and Baseboards - Shall be free of dust, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent shine. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Air Vents - Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

6. OFFICES

Furniture and Equipment - Shall be free of dust, dried soil and soil. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.

Telephones - shall be free of dust and soil. They shall appear visibly and uniformly clean, and polished dry.

Lamps - Shall be free of dust, dried-soil and soil. Lamps shall appear visibly and uniformly clean. This shall include the elimination of streaks, cleaner residue and film.

Light Fixtures - Shall be free of dust and soil. Diffusers shall remain in proper position and appear streak-free and uniformly clean.

Walls and Doors - Shall be free of dust, dried-soil and soil. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

Waste Containers - Contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

Partitions - Shall be free of dust, soil and graffiti. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

Floors, Carpet and Baseboards - Shall be free of dust, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors and carpet shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue, embedded soil and foreign objects. Cleaning of the carpet and hard surface flooring shall be in compliance with the manufacture's recommendations. Note: must be requested from the Project Manager.

7. WINDOWS

Glass - Shall be free of dust and soil. This also applies to adjoining sills, blinds and framework. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

Window Coverings - Shall be cleaned with a dry mop or a vacuum using a dust brush. Care must be taken not bend shades. After cleaning, blinds shall be free of visible dust and stains.

Exterior Windows - Shall be cleaned once in May and September.

Service shall include all exterior windows. Work is to be performed between the hours of 9AM to 5PM, Monday through Friday. Notification shall be given to the Project Manager of the dates and times this work will be performed. This will include all exterior windows to include frames & ledges, entry doors to include frames & ledges, interior entries of main lobby, atrium glass and atrium beams in corridors. All employees will be required to wear shoe covers while on the building. Only properly trained exterior windows washers will perform this function.

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

RFP Number: SCF27-1204

RFP Name: Janitorial Services at 4500 Diplomacy Drive

Proposal Due Date: December 1, 2026 by 2PM

PROPOSERS MUST COMPLETE THE SECTION BELOW

Total bid amount per month **$**_____

Service Call Regular **$**_____

Service Call Emergent **$**_____

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:

_____

EXHIBIT D: Sample SCF Agreement

See below.

PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
SOUTHCENTRAL FOUNDATION AND SUPPLIER NAME

This Professional Services Contract (the "Agreement") is made and entered into on Contract Start Date (the "Effective Date"), by and between Supplier Name, Supplier Primary Address Street1, Supplier Primary Address City, Supplier Primary Address State Supplier Primary Address Postal Code (hereinafter referred to as "Contractor") and Southcentral Foundation, 4501 Diplomacy Drive, Anchorage, Alaska 99508 (hereinafter referred to as "SCF") the tribal organization designated by Cook Inlet Region, Inc. to provide healthcare services to Alaska Native and American Indian beneficiaries of the Indian Health Service pursuant to P.L. 93-638, as amended, the Indian Self Determination and Education Assistance Act, and Section 325 of P.L. 105-83.

The purpose of this Agreement is to Contract Purpose.

1. **Scope of Services**

a. Contractor shall provide all labor, equipment, and materials needed to Description of Work, located at Address/Location of Work, as described in Contractor's quote dated Contractor's quote date, which is incorporated by reference into this Agreement as Exhibit A.

b. SCF shall… [**DELETE IF NOT NEEDED**]

2. **Term**

The term of this Agreement shall commence on the Effective Date and shall continue Term of Agreement. This Agreement may be extended by mutual written agreement of both parties, contingent upon continued funding.

3. **Compensation**

a. Payment to Contractor shall not exceed $Contract Maximum Value.

b. Additional services performed by Contractor that are not specifically provided for in this Agreement will be not compensated; nor may Contractor perform any services not covered by the Agreement unless the services are specifically approved in writing by the SCF Program Manager or another authorized SCF agent.

c. All invoices should include a brief description of the work completed (e.g. dates, number of hours, location services performed, applicable SCF program) and **SCF Contract Number: Contract Number**.

d. Contractor shall email invoice to: both the department contact email and SCFAPPillar@scf.cc or mail Southcentral Foundation, ATTN: Accounts Payable, 7033 E. Tudor Road, Anchorage, Alaska 99507.

4. Termination

a. Either party may terminate this Agreement, in whole or in part, for cause, at any time by written notice of the terminating party to the other party. Either party may terminate this Agreement, in whole or in part, without cause, by 30 day written notice of the terminating party to the other party. Notice of termination will be sent by certified mail. If hand delivered, then the delivery of the notice of the termination shall be evidenced by a signed and dated receipt. The obligation to pay monies due under this Agreement for service provided prior to the termination if any, shall survive termination.

b. Upon termination, Contractor shall immediately deliver to SCF all documentation including, without limitation, medical, dental or behavioral health charts; x-rays; drawings; specifications; calculations; notes; files; and computer data relating to the services performed hereunder. All such documents will be the exclusive property of SCF and SCF may use such documents as it may choose, including for completion of the work assigned hereunder by it or other contractors. Failure to deliver the above-referenced documents shall be cause for SCF to withhold all payments due Contractor.

5. Status of Independent Contractor

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

6. Liability

Contractor shall not do, nor permit anything to be done, which in any manner shall subject SCF to any liability as a result of this Agreement. Contractor shall be solely responsible for the supervision, acts and omissions of its employees, subcontractors, if any, and agents.

7. Federal Tort Claims Act

All claims for damages by any person alleged to have been caused while carrying out this Agreement shall be governed by the terms of and to the extent provided by Public Law 101-512 and the Federal Tort Claims Act, 28 U.S.C. 2671-2680, as implemented, and such claims will be made in accordance with 28 C.F.R. Part 14 and related law.

8. Indemnity

Notwithstanding Section 7, Federal Tort Claims Act, each party (as the “Indemnifying Party”) will indemnify, hold harmless, and defend the other party (as the “Indemnified Party”), including its officers, directors, employees, agents, and subcontractors, if any, from and against any and all liability, including but not limited to fines, penalties, settlements, judgments, awards, attorney’s fees, and costs and expenses, for all actions, claims, damages, losses, and expenses arising directly or indirectly as a result of

any strict liability, error, omission, or negligent act or willful misconduct of the Indemnifying Party, its assignee, subcontractor, or anyone directly or indirectly employed by it or them in the performance of this Agreement, except for any claims or damages caused solely as a result of the willful misconduct of the Indemnified Party. Any claims, damages, liability, losses and expenses arising out of or resulting from or sustained in connection with the performance of work, under this Agreement, that are the result of the negligence or willful misconduct of both parties, will be apportioned on a comparative fault basis. This provision shall survive the termination of this Agreement with respect to acts or omissions that occurred prior to termination and shall be in effect during all applicable statutes of limitations.

9. Insurance Requirements

See Appendix A attached hereto.

10. Compliance with Legal Obligations and SCF Code of Conduct

Contractor agrees to comply with all federal, state and local laws; ethical, environmental or safety business standards; and any underlying agreement or grant provisions to which SCF is subject. Contractor 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. Contractor shall be responsible for any damage or injury not caused by SCF as a result of Contractor'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, Contractor 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.

11. Confidentiality

a. Contractor and SCF shall protect the Proprietary Information of the other and shall keep all such Proprietary Information confidential. Proprietary Information shall be disclosed only on a need-to-know basis. "Proprietary Information" means non-public information of competitive or commercial value to the Discloser; and personal or medical information regarding the Discloser's employees, customers, patients and staff, which either: (i) the Discloser has designated as confidential (by legend or other reasonable means); or (ii) a reasonable person would recognize as confidential or proprietary in nature. Any disclosures made by SCF to Contractor are made in reliance on this Section and Contractor's agreement to maintain confidentiality. Contractor acknowledges that certain information that may be disclosed to it by SCF may be subject to special disclosure limitations under federal, state or local law, and Contractor expressly agrees to comply in all respects with any such laws. Contractor shall be responsible for any breach by its employees or subcontractors of this Section.

b. All medical information and/or data concerning specific patients (including but not limited to, the identity of the patients), derived from or obtained during the course of the services under this Agreement, shall be treated by Contractor as confidential so as to comply with all applicable local, state and federal laws regarding the confidentiality of patient records and the privacy, security, and administration of health information. Such medical information and/or data shall not be released, disclosed or published to any party other than as required or permitted under applicable laws. Such applicable laws include, but are not limited to, the Federal Privacy Act, 5 U.S.C. §552a(b); the Public Health Service Act, 42 CFR Part 2; and the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA"), 42 U.S.C. § 1171 et seq. and regulations issued under it. This provision shall survive the termination or expiration of this Agreement.

c. All obligations of Contractor regarding confidentiality and disclosure of information contained in this Agreement shall survive the termination of this Agreement and remain binding upon Contractor and its successors and assigns.

12. HIPAA Compliance

a. Contractor and SCF shall carry out their obligations under this Agreement so as to (i) ensure that the provision of services contemplated therein complies with all applicable laws and regulations, including privacy regulations now in effect pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended ("HIPAA") to protect the privacy of any individually identifiable patient information ("Protected Health Information") that is learned as a result of the services provided pursuant to the Agreement, and (ii) implement any changes required during the term of the Agreement which are necessary to adapt the services to comply with any future applicable laws or regulations, including, without limitation, additional privacy and security requirements promulgated under HIPAA and other applicable State and Federal laws and regulations.

b. Contractor and SCF agree that they will (i) not use or further disclose Protected Health Information obtained or accessible by it as a result of its performance under the Agreement other than as permitted or required thereunder or by law, (ii) use appropriate safeguards to prevent use or disclosure of such Protected Health Information except as permitted by the Agreement, (iii) report to the other party any use or disclosure of Protected Health Information not provided for in the Agreement of which it becomes aware and mitigate, to the extent practicable, any harmful effect of such use or disclosure, (iv) ensure that any agents, including subcontractors, to whom it provides Protected Health Information, or who have access to Protected Health Information, agree to the same restrictions and conditions that apply to Contractor with respect to such Protected Health Information, (v) make available Protected Health Information to the individual who has a right of access under State and/or Federal law or regulation, (vi) make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information, (vii) make available the information required to provide an accounting of disclosures, (viii) make its internal practices, books and records relating to the use and disclosure of Protected Health Information received or obtained from the other party, or created or received by Contractor available to the Secretary of HHS for determining Provider's compliance with Federal regulations, and (ix) unless prohibited by law, at the termination of the Agreement, return or destroy all Protected Health Information received from, or created on behalf of, the other party to the Agreement.

c. In the event that Contractor or SCF breaches any of the above provisions, or declines to implement any changes that are required or reasonably requested to ensure compliance with such laws and regulations, the non-breaching party may immediately terminate the Agreement with notice of termination to the breaching party.

13. Notices

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: Kate Lynch, MBA, Manager of Contracts
7033 E Tudor Road
Anchorage, Alaska 99507
Tel: (907) 729-3007

Supplier Name
Attn: Signing Authority's Name, Signing Authority's Title
Signing Authority's Address
Signing Authority's City State ZIP
Tel: Signing Authority's Phone Number

14. Amendment/Modification

This Agreement may be amended by mutual written consent of both parties to be attached hereto and incorporated herein, and executed by Contractor and the SCF President/CEO. SCF at its discretion may amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for any other reason. If such amendments result in a change in the funding, the scope of service or schedule, or the activities to be undertaken as a part of this Agreement, such modification will be incorporated only by written amendment executed by both the SCF President/CEO and Contractor.

15. Monitoring

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

16. Lobbying

The undersigned representative of Contractor 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 Contractor, 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, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Contractor 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.

17. 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.

18. Nondiscrimination

Except as provided in Section 19, Contractor 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".

19. 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, Contractor 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," to the extent authorized by prevailing law or SCF's Compact with the U.S. Indian Health Service.

20. Risk Management and Incident Reporting Cooperation

The parties agree to cooperate with each other's reasonable risk management and quality assurance activities, to the extent applicable to the services provided under this Agreement. Should a party become aware of an incident or claim which may give rise to a claim under any applicable professional liability policy of insurance; the party shall notify the other party within a reasonably prompt time after becoming aware of the incident or claim. The obligations of this provision shall survive termination of this Agreement.

21. Terms of Underlying Agreement or Grant

This Agreement may be subject to an underlying Agreement or Grant ("The Underlying Agreement or Grant"). The terms and conditions imposed upon SCF in an Underlying Agreement or Grant are applicable to and binding upon Contractor. A copy, if applicable, of the Underlying Agreement or Grant is available for Contractor's review at SCF's place of business. In the event of a conflict between the terms and conditions of this Agreement and an Underlying Agreement or Grant the terms of an Underlying Agreement or Grant shall control.

22. Criminal Background Investigation

Contractor and any individual employed by Contractor providing services under this Agreement shall be subject to SCF's background check policy and procedure. Contractor and any individual employed by Contractor providing services under this Agreement shall be screened for listing as an "Excluded Person/Party" on the Federal System for Award Management and shall also undergo a criminal history screen to ensure that they meet the criminal history standards set forth in all applicable local, state and federal laws including, but not limited to, the Social Security Act, 42 U.S.C § 1320a-7; the Indian Child Protection and Family Violence Prevention Act, 25 U.S.C. § 3201 et seq., the Crime Control Act of 1990, 42 U.S.C. Sec.13041 et seq.; and the Alaska Criminal History and Barrier Crimes Statutes and Regulations, AS 47.05.300 et seq.; 7 AAC 10.

Prior to providing services under this Agreement, Contractor and any individual employed by Contractor providing services under this Agreement shall submit to any necessary criminal background investigation. SCF may perform such investigation and may invoice Contractor for the costs of fingerprinting (if necessary) and applicable criminal history screening. If Contractor and/or any individual employed by Contractor providing services under this Agreement do not meet SCF's criminal history requirements, SCF will provide written notice to Contractor and this Agreement may be terminated immediately.

During the term of this Agreement, Contractor shall immediately provide to SCF written notice of any arrests, charges, convictions, or any other criminal legal action taken against Contractor and/or any individual employed by Contractor providing services under this Agreement. SCF may terminate this Agreement immediately if Contractor fails to provide to SCF written notice of such criminal legal action.

23. Health Requirements

Contactor shall comply with SCF's immunization requirements to include: MMR (documentation of 2 vaccines or proof of immunity via a titer), Varicella (documentation of 2 vaccines or proof of immunity via a titer), Hepatitis B series (documentation of 2 or 3 dose vaccine series or proof of immunity via a titer) , at least one Tdap on record and/or Tdap or TD within the last 10 years, COVID-19 (documentation of full vaccination – this means two weeks post second shot of Pfizer monovalent, Moderna monovalent, Novavax or two weeks post single shot of Johnson and Johnson, Pfizer bivalent or Moderna bivalent), documentation of PPD skin testing placement with reading or QuantiFERON lab for Tuberculosis within previous 12 months, and annual Influenza vaccine by October 30th of each year. Contractor shall comply with any SCF screening protocols that may be in place as part of SCF's emergency preparedness or response procedures, prior to coming onsite. Contractor shall maintain physical distancing of at least six (6) feet and wear a mask as required. [DELETE THIS SECTION IF NOT APPLICABLE]

24. General Provisions

a. Governing Law, Venue, and Jurisdiction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Alaska and the United States of America. All parties expressly agree that should litigation or any legal preceding 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.

b. Legal Construction/Severability. This Agreement has been negotiated by the parties and their respective legal counsel, if any, and the parties intend and agree that the rule of construction that a document is construed against the drafting party shall not apply to this Agreement. In case any provision of this Agreement is found by a court of law to be invalid, unenforceable, or in violation of law, this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein and all remaining provisions of this Agreement shall continue to be valid and binding upon the parties.

c. Ownership of Materials. All data, materials and documents developed or produced as deliverables under this Agreement (e.g., original computer disks, hard copies of information stored on computer disks, pamphlets, brochures, media releases, video including copyrights, etc.) will automatically become the property of SCF and remain the property of SCF without further compensation to Contractor. Any and all such materials and documents must be submitted to SCF upon expiration or termination of this Agreement. Contractor expressly agrees to ensure that this provision is included in any subcontract of services hereunder. If applicable, Contractor agrees to sign the copyright agreement attached hereto and incorporated herein. Notwithstanding anything else in this Section, Contractor shall retain ownership of templates used in the creation of the work product and components or modules of the work product which provide business or technical information or utility not unique to SCF's business. To the extent that Contractor's templates, skills, or knowledge are embedded in any work product or deliverable provided to SCF, Contractor grants SCF a perpetual, royalty-free, non-transferable limited license to use such templates, skills or knowledge in the ordinary course of its business as a provider of healthcare services.

d. Audit and Examination of Records. Contractor agrees to maintain and make available for review by SCF all books, records, documents and other evidence pertaining to costs and expenses of this Agreement for examination and audit by SCF for a period of seven (7) years from and after the termination of this Contract. SCF shall have the right to make copies of documents audited and such copies will become the confidential property of SCF.

e. Media Contact. Contractor, 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 Contractor asking for information, Contractor will refuse to comment and will refer the inquiry to SCF's Office of Corporate Communications. Further, Contractor will not use SCF's name in any advertising, publications, promotional materials or publicity release concerning this Agreement or the services performed under it.

f. Entire Agreement. This Agreement represents the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous, express or implied, written or oral agreements, representations and conditions

between the parties with respect thereto. [DELETE IF NOT APPLICABLE: Notwithstanding this provision, if applicable, the parties agree to comply with the terms of the HIPAA Business Associate Addendum attached to this Agreement as Appendix B.]

g. Captions. Titles or captions contained herein are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of the Agreement or any provision thereof.

h. Successors, Assignment or Delegation. This Agreement may not be assigned or subcontracted or otherwise transferred by Contractor 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, Contractor 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 Contractor shall provide SCF with a copy of the written agreement, and that any such assignment or subcontract shall not relieve Contractor from any obligations hereunder. Contractor further agrees that Contractor 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.

i. No Third Party Beneficiaries/Partnership. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this Agreement. Nothing in this Agreement shall be intended or deemed to create a partnership, joint venture, association, or other similar relationship between the parties hereto.

j. Waiver. No provision of this Agreement may be waived unless agreed to by SCF in writing. No delay on the part of SCF in the exercise of any right, power, or remedy shall operate as a waiver thereof; nor shall any single or partial exercise by SCF of any right, power, or remedy preclude other or further exercise thereof, or the exercise of any other right, power, or remedy. All rights, powers and remedies shall be cumulative.

k. Legal Expenses. If either party to this Agreement brings suit or otherwise becomes involved in any legal proceedings seeking to enforce the terms of this Agreement, or to recover damages for breach, the prevailing party shall be entitled to recover its full reasonable cost and expenses (including fees of attorneys, expert witnesses, accountants, court reporters and others) incurred in connection therewith including all such reasonable cost and expenses incurred in: (i) trial and appellate court proceeding, (ii) bankruptcy or other insolvency proceedings, and (iii) post-judgment collection proceedings.

l. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute a single agreement.

m. Conflict of Interest. Contractor shall not refer work to himself/herself/itself or to any prohibited entity in violation of the Stark or anti-kickback provisions of federal law. No amount hereunder is intended to be, nor shall be, construed as an inducement or payment for referral of or recommending referral of patients of Contractor to SCF. Contractor agrees that, during the term of this Agreement, Contractor will not perform similar services for any other client in the same business as SCF unless SCF agrees in writing to such arrangements. Contractor agrees to

immediately notify SCF's Contracts Administrator of all situations that fall within the scope of this provision. If any conflicts exist at the time of the execution of this Agreement, Contractor agrees to submit a separate attachment to this Agreement for approval and Contractor acknowledges that this Agreement may be terminated immediately if such conflicts violate the Stark or anti-kickback provisions of federal law.

n. Force Majeure. Each party shall not be liable for their respective failure to perform any of their obligations under this Agreement if prevented from performing such obligation by a cause beyond their respective reasonable control, which by the use of due diligence Contractor or SCF, as the case may be, shall not have been able to overcome, including, but not limited to, acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non-action by the United States government, including changes in existing legislation affecting the subject matter of this Agreement.

o. Signatures. The undersigned individuals executing this Agreement represent and warrant that they are fully authorized to do so and bind the respective party for the purposes provided herein.

SOUTHCENTRAL FOUNDATION	**SUPPLIER NAME**
By: _____	By: _____
April Kyle, MBA	Signing Authority's Name
President/CEO	Signing Authority's Title
Date: _____	Date: _____

APPENDIX A – INSURANCE PROVISIONS

Notwithstanding Section 7, Federal Tort Claims Act, without limiting Contractor's indemnification pursuant to Section 8, Indemnity, it is agreed that Contractor shall purchase and maintain in force at all times during the performance of services under this Agreement the following policies of insurance, unless expressly waived below by SCF in writing. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If Contractor's policy contains higher limits, SCF shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance and the attachments of Additional Insured Endorsements and Transfer of the Waiver of Rights Endorsements must be furnished to SCF Contract Specialist prior to beginning work. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of Contractor's services.

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

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

3) Professional Liability Insurance: Contractor will carry Professional Liability coverage at a limit of $1,000,000 Per Claim and $2,000,000 Aggregate. The policy will be endorsed to include sexual abuse coverage with a minimum separate limit of $1,000,000 per claim. If the professional liability policy is written on a claims made form, Contractor shall provide insurance for a period of two years after final payment of this agreement.

4) Commercial Auto Liability Insurance: Contractor shall maintain a commercial automobile liability insurance policy covering all owned, hired, and non-owned vehicles to be used or in connection with Contractor, with coverage limits not less than $1,000,000 per accident combined single limit bodily injury and property damage.

5) Subcontracting Requirements: Contractor is required to have prior approval by SCF before using any subcontractor. SCF may, in its sole discretion, withhold its approval for any reason or for no reason. Additionally, Contractor shall be responsible for ensuring that its subcontractors comply with the same insurance provision as required herein and as required by Alaska law during the course of its subcontractors' operations. Contractor shall provide copies of all subcontractors' certificates of insurance and endorsements to SCF prior to any subcontractor commencing work.

EXHIBIT A – CONTRACTOR'S QUOTE & WORK DETAIL DATED CONTRACTOR'S QUOTE DATE

END OF RFP DOCUMENT