

**SOUTH PENINSULA HOSPITAL
REQUEST FOR PROPOSAL
Employee Housing Development
Issued: September 25, 2023**

1. Overview

South Peninsula Hospital (SPH) is seeking proposals for a employee housing development, including existing facilities or new developments. The purpose of this Request for Proposal (RFP) is to solicit responses from competent and experienced Vendors that are capable of providing the services as specified herein in a prompt, cost effective, and efficient manner.

2. Inquiries

Questions regarding this RFP must be directed in writing to purchasing@sphosp.org. All emails must identify the RFP title in the subject line, include the contact information for the person submitting the question, and indicate the relevant RFP section number. All questions must be submitted using this format and must be received no later than 5:00pm Alaska Standard Time (AKST), October 13, 2023.

SPH will review the submitted questions and respond to all inquiries in writing by replying via email to all inquirers and interested Vendors. Emails will provide every question received and each accompanying response. This will ensure all potential Vendors receive the same information.

3. Background Information

SPH is a full-service hospital serving the Southern Kenai Peninsula, licensed for 22 medical beds and 28 nursing home beds, primarily located at 4300 Bartlett St., Homer, AK 99603, with various satellite locations located within close proximity to the hospital.

SPH currently leases a variety of apartments and homes in the greater Homer area to accommodate traveling medical providers and new employees relocating to Homer.

4. Parties

For purposes of this RFP process and any subsequent agreement, the Parties are defined as:

4.1 South Peninsula Hospital (SPH)

4.2 Vendor - the Vendor is an independent contractor and represents that contractor is fully qualified to complete the Scope of Work set out under any subsequent agreement.

5. Proposal Submission Requirements

All Vendors interested in submitting a proposal in response to this RFP must adhere to the following requirements. Failure to do so may result in SPH deeming the proposal to be non-responsive and therefore not eligible for consideration.

5.1 Proposal Submittal Items

Vendors must only submit one proposal, follow the format outlined below, and

Clearly identify each of the following four criteria within the submittal.

- a) **Cover Letter** – submit a cover letter on company letterhead that includes the following:
 1. The company’s legal name and contact information.
 2. An overview of the company’s qualifications and experience relevant to the scope of work defined herein.
 3. The letter must be signed by an authorized company representative and include that person’s contact information.
- b) **Scope of Work** – submit a written, detailed description of how section 6 Scope of Work will be accomplished, addressing all items of relevance within that requirement. Use of marketing information in this part of the proposal is permitted.
- c) **Price** – submit a written price proposal to provide the good(s) or service(s) as specified herein. The proposed price must include all of the Vendor’s costs associated with providing the good(s) or service(s) as called for within this RFP and including, but not limited to, wages, administrative overhead, equipment, materials, travel, transportation, lodging, and other similar costs unless stated otherwise. No other costs will be considered for payment.

All proposals will become the property of SPH and may be returned only at the option of SPH. Any information marked as proprietary or confidential will be held in confidence to the greatest extent possible.

5.2 Proposal Submission Deadline

To be considered, a complete proposal package must be received by SPH by the deadline via either of the following methods:

- a) Hand delivered or mailed to: South Peninsula Hospital

Attention: Purchasing
4300 Bartlett St.
Homer, AK 99603

- b) Electronically transmitted to: purchasing@sphosp.org

The deadline for submission is 5:00 PM Alaska Time, October 20, 2023. Any proposals received after the deadline may not be accepted. Proposals sent via email should be sent as a single PDF document format, with the RFP title noted in the subject line.

5.3 Proposal Preparation Cost

SPH shall not be responsible for any costs associated with preparing and/or submitting a proposal in response to this RFP, in any manner or for any reason.

5.4 Proposal Validity

A Vendor's price proposal will remain valid for 120 calendar days from the RFP submission deadline or until an award is made to the successful Vendor, whichever is sooner. No price proposal will be accepted if marked "price prevailing at time of delivery", "estimated price", or something similar. All price proposals must be in US dollars.

6. Scope of Work

SPH is seeking a Vendor to provide employee housing. SPH currently rents various apartments and homes in the greater Homer area to accommodate traveling medical providers and new employees relocating to Homer.

SPH seeks to rent a guaranteed number of units for a specified period of time. The current estimated need includes ten (10) one-bedroom units, eleven (11) two-bedroom units, and four (4) three-bedroom units. The proposed contract period is ten years.

Each unit should include the specified number of bedroom with an appropriate number of bathrooms, as well as living areas and kitchen. At least one (1) one-bedroom unit should be equipped for handicap use.

The development can be separate sites and include multistory buildings, as well as house tenants other than SPH, though SPH's units are reserved for the exclusive use by SPH unless otherwise agreed upon in writing. The site or sites should be located within five miles of the hospital.

The sites should include at least one (1) parking space for each one-bedroom units and two (2) parking spaces for each two- and three-bedroom units.

The sites should be pet friendly, allowing a certain number of dogs or cats, with outdoor area(s) for dogs. Some units will be designated as pet free.

All units will be designated as smoke free, including cigarettes, cigars, pipes, vaping, and marijuana. Marijuana cultivation is prohibited.

The Vendor is to provide, on an ongoing basis for the life of any agreement, all necessary utilities and services, including but not limited to electricity, gas, fuel oil, water, sewer, trash removal, lawn service, plowing and sanding, general maintenance, and internet. Additionally the Vendor will provide cleaning services after each occupant's stay and/or on an agreed upon interval.

If construction or renovations are necessary, the Vendor will provide all preconstruction and construction services, including but not limited to architecture, design, engineering, and permitting.

SPH will consider a phased timeline for implementation, however SPH prefers as short a development period as possible.

Summary:

- 10 year lease
- Twenty five (25) Units
 - Ten (10) x One (1) bedroom
 - Eleven (11) x Two (2) bedroom
 - Four (4) x Three (3) bedroom
- Each unit to include bedroom(s), living area, kitchen, and appropriate number of bathrooms.
 - At least one (1) unit needs to be equipped for handicap use.
- Site to include appropriate number of parking areas.
- Site ideally located within five (5) miles of SPH.
- The property will allow pets.
 - Both dogs and cats – others upon approval.
 - Some pet free units.
- All units will be smoke free – no cigarettes, cigars, vaping, or marijuana.
- Vendor to provide:
 - All utilities – electric, gas, water, internet, etc.
 - All maintenance and related services – trash removal, lawn service, plowing and sanding, etc.
 - All cleaning – after each occupants stay and possibly some interval in between.
- Site can be more than one location.
- Site can include add'l units other than those occupied by SPH.
- Buildings can be multistory.
 - Prefer three (3) bedroom units be freestanding or townhomes/duplexes.
- Vendor to provide all preconstruction services – architecture, design, engineering, permitting, etc.
 - SPH requires input into and/or oversight of the design and specifications, including overall quality of construction and finishes.
- Timeline is immediate and phasing in of units as they become available is allowed.

7. General Requirements

7.1 Term of Service

The agreement resulting from this RFP shall be effective from the date of execution of the agreement through the end of the agreement term.

7.2 Termination

The agreement resulting from this RFP shall terminate at the end of the agreement term, unless terminated earlier as provided:

a) Termination for Default. Either party may terminate any future agreement in the event of a material default by the other party, provided the defaulting party is first given notice of the default and an opportunity to cure. The period to cure a monetary default shall be at least thirty (30) days from receipt of the notice of default, and the period to

cure a non-monetary default shall be at least thirty (30) days from receipt of the notice of default.

b) Termination for Non-Performance. If SPH determines the Vendor has refused to provide the service or has failed to provide the service with such diligence as to ensure its successful and prompt completion, SPH may, by providing written notice to the Vendor, terminate the agreement.

c) Procedures after Termination. Upon termination for Default or Non-Performance, Vendor shall provide SPH with a detailed invoice of all current charges up to the date of termination. Upon approval of the invoice, SPH shall pay Vendor for charges up to the date of termination.

7.3 RFP Modification

SPH reserves the right to:

- a) Modify or otherwise alter any or all of the requirements herein. In the event of a modification, Vendors will be given an equal opportunity to modify their proposals as identified in writing by SPH.
- b) Reject any proposal not adhering to the requirements set forth within this RFP, either in whole or in part.
- c) Reject any or all proposals received.
- d) Terminate this RFP at any time, without reason.

7.4 Order of Precedence in the Event of a Conflict

All terms and conditions herein shall be incorporated into the award along with the Vendor's proposal. Any change to the agreement must be through a written amendment agreed upon by both Parties.

7.5 Independent Vendor Relationship

The Parties agree and understand that in the performance of services under any agreement, the Vendor is an independent contractor and not an employee of South Peninsula Hospital. The Parties do not intend to create, nor shall a subsequent agreement be deemed or construed to create an employment relationship between the Parties. Vendor is responsible for, at his or her own expense, demonstrating proof of licensure for any required licenses, insurance, and for the payment of federal, state and local taxes or fees necessary or attributable to the services being provided.

7.6 Operating Standards

For the duration of the proposal period and any subsequent agreement, both Parties will: comply with all applicable local, state, and federal regulations, comply with the requirements of the agreement; and work in a manner that is ethical and respectful. During the term of the agreement, the Parties shall comply with any changes to applicable local, state or federal regulations as well as changes to the agreement as agreed upon by amendment.

Additionally, Vendor has not been and will not be charged with, convicted of, or plead “guilty,” “no contest,” or “nolo contendere” to any crime that would disqualify Vendor from performing services under an agreement pursuant to the Alaska Barrier Crimes Act, AS 47.05.300 et seq., and the associated regulations, 7 AAC 10.010 et seq.; and

Vendor certifies he or she is not on a Federal exclusion list, including the Office of Inspector General’s Exclusion Database.

7.7 Subcontracting

The Vendor must disclose to SPH the use and identity of all subcontractors it uses in carrying out the requirements herein. SPH reserves the right to approve all subcontractors if it so chooses. The Vendor is solely responsible for the satisfactory performance of and compensation to any and all subcontractors.

7.8 Insurance

The Vendor shall have, maintain, and provide proof of Commercial General Liability Insurance, with coverages of \$1,000,000 each occurrence and \$3,000,000 in aggregate, and Workman’s Compensation Insurance, in addition to any applicable insurance required by the State of Alaska. The Vendor must provide SPH with proof of the insurance required herein, with SPH as additional insured. The Vendor shall be financially responsible for all deductibles, costs, and self-insured retention’s and/or self-insurance required herein.

7.9 Ownership of Work Product

To the extent a proposal or agreement requires the Vendor to produce goods, tangible objects or original intellectual property of any kind, including but not limited to written reports, memoranda, documents, files, medical records, and other documents and files, including graphs, charts, plans, illustrations, artwork, photographs, video recordings or audio recordings of any kind, regardless of the medium in which such products are recorded (print or electronic), all ownership and copyright interests in such work product shall belong to South Peninsula Hospital.

7.10 Records

Vendor shall retain all books, documents, records and other material relevant to this RFP or subsequent agreement, including any and all appendices, for a period of not less than three (3) years following the expiration or termination of the proposal period or subsequent agreement term.

7.11 Indemnification

Except in the case of the sole negligence or willful misconduct of SPH, the Vendor shall indemnify, defend and hold harmless SPH, and SPH’s officers, agents, and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorney fees and costs and lawsuits whatsoever (including without limitation all claims involving damage to real or personal property, civil rights claims, or claims of infringement of a patent, copyright, trade secret or trademark) caused by or arising out of the performance, acts, or omissions under this

RFP by the Vendor or any of its officers, agents, representatives, employees or subcontractors, or arising from or related to a failure to comply with the requirements herein, and/or applicable state or federal statute, law, regulation, or rule.

7.12 Dispute Resolution

The Parties agree to enter into good faith negotiations to resolve any disputes that arise out of or relate to this RFP or subsequent agreement. If such a dispute cannot be settled through negotiation, the Parties agree to the following:

- a) **Notice of Dispute.** The Parties shall attempt to resolve any dispute, claim or controversy arising under, out of or in connection with an agreement (a "Dispute") amicably. In no event shall any Party commence any judicial or arbitral proceeding against another Party without first providing to the other Party to the Dispute written notice of the Dispute with sufficient detail, including reference to the contractual provisions at issue, to allow the other Party to evaluate the dispute and negotiate its resolution.
- b) **Executive Escalation.** Upon receipt of a Notice of Dispute, the Dispute will be referred to the executive management representatives designated by each Party ("Executive Escalation"). Such representatives shall meet in person or by telephone (including videoconference) and in good faith attempt to settle the Dispute.
- c) **Binding Arbitration.** If the Dispute has not been resolved by Executive Escalation for any reason (including a refusal by one or more Parties to participate in negotiations and discussions), within 90 days (which timeframe may be extended as mutually agreed by the Parties) of receipt of a notice of Dispute, either Party may refer the Dispute to final and binding arbitration administered under the commercial rules of the American Arbitration Association ("AAA"), including its expedited procedures, except as modified herein, by sending a written notice of its intent to arbitrate to the other Party, (the "Notice of Arbitration"). The place of arbitration shall be in Homer, Alaska.

7.13 Confidentiality

The Vendor agrees and understands that all information relating to the business of SPH, including but not limited to financial information, employee and personnel information, that Vendor learns during the course of gathering or providing information pertaining to this RFP or services under the terms of a subsequent agreement are confidential information belonging to SPH and not to Vendor. Vendor agrees not to divulge, disclose or communicate any information relating to the business of SPH learned or gained during the course of providing a proposal or services, directly or indirectly, to any person, Vendor or corporation, without the express written consent of SPH.

7.14 Entire Agreement

The Parties agree that any subsequent agreement will contain the entire agreement between the Parties with regard to services and any subsequent agreement will supersede any prior agreement, written or oral, between them with regard to these services. The Parties acknowledge they will have ample opportunity to review the terms of any subsequent agreement and consult with legal counsel if so desired.

7.15 Extension, Modifications, and Amendment

Any subsequent agreement may be extended, modified or amended only by the written agreement of the Parties.

7.16 Severability

If any part of a subsequent agreement is found to be invalid, that provision shall be interpreted to the fullest extent possible so as to be valid and effective, and the remaining provisions of a subsequent agreement shall continue in full force and effect.

7.17 Waiver

A Party's non-enforcement of any provision of a subsequent agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of a subsequent agreement.

7.18 Notices

Notices under any subsequent agreement shall be in writing, and may be delivered in person, by mail or by facsimile email to the addresses provided.

7.19 No Assignment

Vendor's services to be rendered under a subsequent agreement are unique and personal. Accordingly, Vendor may not assign a subsequent agreement or any of Vendor's duties and responsibilities under a subsequent agreement to any other person or entity without the express, prior written consent of SPH.

8. Price and Payment

8.1 Proposal Price

The Vendor must submit a written price proposal to provide the good(s) or service(s) as specified herein. The proposed price must include all of the Vendor's costs associated with providing the good(s) or service(s) as called for within this RFP and including, but not limited to, wages, administrative overhead equipment, materials, travel, transportation, lodging, and other similar costs unless stated otherwise. No other costs will be considered for payment.

8.2 Payment

The Vendor shall be paid for actual work completed in accordance with the requirements herein and the accepted price proposal. The total amount to be paid to the Vendor shall not exceed the

Vendor's quoted amount, unless otherwise specifically agreed to in advance with supporting justification and in writing by both parties.

Payment to the Vendor is contingent on the Vendor delivering a bill or invoice to the SPH on a monthly basis. SPH retains the right to require additional documentation to support the submitted invoice. SPH will provide payment to the Vendor within 30 calendar days of acceptance of the invoice.

9. Conflict of Interests

The Vendor certifies that to the best of their knowledge there is no conflict of interest involving a SPH official or employee, including:

- A. No SPH employee's immediate family member has an ownership interest in Vendor's company or is deriving personal financial gain from a subsequent agreement.
- B. No SPH official or employee's immediate family member has an ownership interest in Vendor's company or is deriving personal financial gain from this contract.
- C. No retired or separated SPH official or employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in Vendor's company.
- D. No SPH official or employee is contemporaneously employed or prospectively to be employed with the Vendor.
- E. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any SPH official or employee to obtain or maintain an Agreement or similar contract.

Vendor must disclose any relationship with any SPH official or employee.

10. Evaluation and Selection

Proposals will be evaluated by SPH staff based upon the responsiveness to the submission requirements described in Section 5, and in any other manner deemed appropriate by SPH to determine the proposal most advantageous to SPH, including at least three references for similar projects and/or experiences in Alaska, as well as information pertaining to key personnel and equipment.

SPH reserves the right to waive informalities and minor inaccuracies. SPH reserves the right to reject any and/or all proposals which it deems to be not in the best interests of SPH and to proceed with the next proposer or to utilize an entirely different process at any time during the process.

10.1 Evaluation Process

- a) A committee of individuals representing SPH will perform evaluations of the proposals.
- b) SPH reserves the right to award a contract solely on the written proposal.
- c) SPH also reserves the right to request oral interviews with the highest ranked Vendors (short-list). The purpose of the interviews with the highest ranked Vendors is to allow expansion upon, and possible refinement of, the written responses.
- d) If interviews are conducted, a maximum of five (5) Vendors will be short-listed. A second score sheet will be used to score those Vendors interviewed.

- e) The final recommendation for selection will be based on the total of all evaluators scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first.

The evaluation committee will forward a recommendation for contract award based on points awarded. The Vendor, whose proposal is ranked highest, may be invited to enter into final negotiations with SPH for the purposes of contract award.

10.2 Criteria

The criteria to consider during evaluations, and the associated point values, are as follows:

- | | | |
|----|----------------------------------|------------------|
| 1. | Experience/Qualifications | 20 points |
| 2. | Quality of Written Proposal | 10 points |
| 3. | Key Staff/Sub-consultants | 10 points |
| 4. | Available Resources | 10 points |
| 6 | Project Methodology/
Approach | 20 points |
| 7. | Cost | <u>30 points</u> |

10.3 Selection Process

The Vendor with the highest total evaluation points may be invited to enter into contract negotiations with SPH. If an agreement cannot be reached with the highest ranked Vendor, SPH shall notify the Vendor and terminate the negotiations. If proposals submitted by one or more other Vendors are determined to be qualified, negotiations may then be conducted with such other Vendors in the order of their respective rankings. This process may continue until successful negotiations are achieved. SPH reserves the right to reject any and all proposals submitted