



SEARHC-RFP-26-2

ISSUE DATE: JANUARY 6, 2026

**SOUTHEAST ALASKA REGIONAL HEALTH CONSORTIUM (SEARHC)
REQUEST FOR PROPOSALS (RFP) FOR TRADITIONAL FORMLINE CANOE
DESIGN**

ISSUED BY:

**SouthEast Alaska Regional Health Consortium
Supply Chain Management
3100 Channel Drive, Suite 300
Juneau, AK 99801**

DATE AND TIME FOR RECEIPT OF PROPOSALS:

**Full Proposal:
4:00 p.m. Alaska Time January 30, 2026**

**SouthEast Alaska Regional Health Consortium
Attn: Thom Shaffer
tshaffer@searhc.org
System Director, Supply Chain Management & Accounts Payable
3100 Channel Drive, Suite 300
Juneau, AK 99801**

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BACKGROUND, SOLICITATION, SCOPE, FORMAT & CONTENT, SCORING & SELECTION, AND OTHER

RFP FOR TRADITIONAL FORMLINE CANOE DESIGN

1. BACKGROUND

SEARHC is a consortium of federally-recognized tribes, incorporated as a non-profit corporation under Alaska law, and a tribal organization for purposes of Title V of the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended ("ISDEAA"). SEARHC provides healthcare services in Southeast Alaska to American Indians, Alaska Natives and other eligible individuals under the Alaska Tribal Health Compact and funding agreement with the Indian Health Service ("IHS") authorized by Section 325 of Pub. L. 105-83 and Title V of the ISDEAA.

SEARHC's corporate headquarters is located at 3100 Channel Drive, Juneau, AK 99801. SEARHC operates two critical access hospital facilities, including Mt. Edgecumbe Medical Center, located at 222 Tongass Drive, Sitka, AK 99835 and Wrangell Medical Center, located at 232 Wood Street, Wrangell, AK 99929, in addition to multiple clinics and additional healthcare facilities across 27 communities throughout Southeast Alaska.

2. SOLICITATION

2.1. GENERAL PROCESS

The process SEARHC will follow for soliciting proposals will be in these general steps.

2.1.1. SEARHC will issue this RFP.

2.1.2. SEARHC accepts the full proposals from all submitting entities.

2.1.3. SEARHC scores submissions and determines a tentative award that best meets the business needs of SEARHC.

2.1.4. A best and final negotiation with the tentative awarded entity (entities) will take place.

2.1.5. A final award will be made.

2.2. QUESTIONS

2.2.1. Questions related to the content of this RFP must be submitted to Thom Shaffer, tshaffer@searhc.org, no later than 4:00 p.m. Alaska Time on January 16, 2026.

2.2.2. Responses to inquiries will be posted as an addendum within three business days of the question deadline. The addendum will contain all questions received, responses to all questions, and any changes. Questions will not be identified by Proposer. SEARHC reserves the right to decline to respond to any question(s).

2.2.3. SEARHC specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications sent to tshaffer@searhc.org.

2.3. PROPOSAL DEADLINE

2.3.1. A proposal in the format requested in Section 8, and separate PDF for pricing must be emailed to the Contracting Officer, Thom Shaffer, tshaffer@searhc.org, and received no later than 4:00 p.m. Alaska Time on January 30, 2026. Email submission only. No hard copy

proposals are requested. Proposals received after the deadline will not be accepted.

2.4. PROPOSALS-NEGOTIATION-CONTRACT AWARD

2.4.1. Definitions. As used in this provision.

- 2.4.1.1. "Discussions" or "Best and Final" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the proposer being allowed to revise its proposal.
- 2.4.1.2. "In writing" or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
- 2.4.1.3. "Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
- 2.4.1.4. "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
- 2.4.1.5. "Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

2.4.2. Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Proposers shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

2.4.3. Submission, modification, revision, and withdrawal of proposals.

- 2.4.3.1. Unless otherwise specified in the solicitation, the proposer may propose to provide any item or combination of items.
- 2.4.3.2. Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.
- 2.4.3.3. Proposers may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- 2.4.3.4. Proposers may submit revised proposals only if requested or allowed by the Contracting Officer.
- 2.4.3.5. Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

2.4.4. Offer expiration date. Proposals in response to this solicitation will be valid for at least 120 days after the closing date for receipt of offers for this RFP.

2.4.5. Contract award.

- 2.4.5.1. SEARHC intends to award a contract or contracts resulting from this solicitation to the successful proposer whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- 2.4.5.2. SEARHC may reject any or all proposals if such action is in SEARHC's interest.
- 2.4.5.3. SEARHC may waive informalities and minor irregularities in proposals received.
- 2.4.5.4. SEARHC intends to evaluate proposals and award a contract after conducting discussions with proposers whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly-rated proposals. Therefore, the proposer's initial proposal should contain the proposer's best terms from a price and technical standpoint.
- 2.4.5.5. SEARHC reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the proposer specifies otherwise in the proposal.
- 2.4.5.6. SEARHC reserves the right to make multiple awards if, after considering the additional administrative costs, it is in SEARHC's best interest to do so.
- 2.4.5.7. Exchanges with proposers after receipt of a proposal do not constitute a rejection or counteroffer by SEARHC.
- 2.4.5.8. SEARHC may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to SEARHC.
- 2.4.5.9. If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

3. PROJECT OVERVIEW

SEARHC invites Alaska Native artists to submit proposals to create original, traditional formline designs intended, but not limited, to SEARHC canoes used in cultural, ceremonial, and community-based events across Southeast Alaska. The first anticipated use of the design(s) will be Celebration 2026.

The selected design(s) will reflect SEARHC's mission, values, and deep connection to Alaska Native people, cultures, and communities. Design(s) should honor tradition while conveying strength, resilience, healing, and belonging in accordance with the terms of this RFP.

4. SCOPE OF SERVICES

SEARHC anticipates commissioning one design per artist and reserves the right to make a single or multiple awards for the project.

Designs will be applied to full-size canoes and may also be adapted for other SEARHC communications and displays. Final application specifications may be coordinated with successful proposer(s).

Successful proposer(s) should anticipate delivering a completed design no later than March 18th, 2026.

4.1. Designs should:

- 4.1.1. Be grounded in traditional Northwest Coast formline
- 4.1.2. Reflect cultural accuracy and integrity
- 4.1.3. Bold, distinctive, and visually strong at scale
- 4.1.4. Adaptable for physical application on a canoe
- 4.1.5. Honor the history, legacy, and vision of Alaska Native people
- 4.1.6. Align with SEARHC's mission of promoting a healthy balance of mind, body, and spirit
- 4.1.7. Artists are encouraged to include a brief narrative explaining the story, symbolism, and meaning behind their design.

4.2. The anticipated canoe dimensions are:

- 4.2.1. Length: 39'
- 4.2.2. Beam: 58" at center height
- 4.2.3. Bow Height: 34 ½"
- 4.2.4. Stern Height: 31"
- 4.2.5. Center Height: 22"

5. ELIGIBILITY

- 5.1. Artists must be Alaska Native
- 5.2. Artists must have demonstrated experience in traditional formline design
- 5.3. Artists must be able to submit completed design(s) within one month of award
- 5.4. Artists may submit proposals individually or as part of a collaborative team

6. RIGHTS AND USAGE

- 6.1. SEARHC will retain the right to use the final approved designs for:
 - 6.1.1. Canoe application
 - 6.1.2. Cultural and community events
 - 6.1.3. SEARHC communications and displays
 - 6.1.4. Artists will be credited for their work, and usage terms will be outlined in a formal agreement with the selected artist(s)

7. COMPENSATION

- 7.1. Successful proposers shall receive 40% compensation within 30 days of an executed contract
- 7.2. The remaining 60% will be paid upon acceptance of final materials.

8. PROPOSAL FORMAT AND CONTENT

As a minimum, the following must be included in all responses:

- 8.1. A cover letter referencing SEARHC-RFP-26-2 that lists the contents of the response.
- 8.2. An artist biography including name and tribal affiliation, 1 page maximum
- 8.3. A concise narrative of the design concept that addresses the description of the proposed design(s) and the cultural meaning and symbolism. Proposed design(s) should include design sketches, digital images, and/or relevant drawings and materials.
- 8.4. Work samples (preferably formline or large-scale design) with 3-5 examples of relevant past work.
- 8.5. Proposed project timeline for concept development and final design delivery.
- 8.6. Representations and Certifications of Proposer.
- 8.7. Price proposals via the attached Price Schedule Form found in this RFP.

9. SCORING AND SELECTION PROCESS

- 9.1. The scoring committee will be comprised of members from the SEARHC Project Team. Scoring will be weighted as follows:

Selection Criterion	Maximum Points
Artist Qualifications and Similar Experience	25
Quality, Clarity, and Concept of Storytelling and Alignment to SEARHC 's Mission and Values	30
Project Approach and Timeline to Deliver Scope of Services	25
Price Proposals	20
Total Possible Points	100

- 9.2. Responsiveness Evaluation. Proposals will be evaluated for compliance with specifications, and all other requirements including instructions, provisions, terms, and conditions of the solicitation. Proposals which fail to comply with the essential requirements of the solicitation will be rejected as non-responsive and eliminated from further consideration.
- 9.3. Contract Negotiations. SEARHC reserves the right to enter discussions with any proposer determined by SEARHC to be responsive to this RFP.
- 9.4. Statement of Basis of Award. Subject to the provisions contained herein, an award will be made to a single or multiple offerors. Award will be made to the responsive responsible offeror(s) whose proposal conforms in all essential respects to the solicitation requirements, price and other factors specifically set forth herein considered.
- 9.5. Explanation of Matters Reserved to the Judgment of SEARHC for Purposes of Evaluation for Specification Compliance. Proposals will be evaluated based on program features and operating capabilities required in the contract specifications and the extent to which an offeror can be expected to provide and sustain a high-quality service program for SEARHC.
 - 9.5.1. Program Effectiveness and Efficiency. Evidence submitted in accordance with solicitation requirements will be considered as it is perceived to enhance the effectiveness and efficiency of the program. Proposals which SEARHC deems unacceptable for these purposes may be rejected. Proposals which fail to meet the minimum specification requirements of the solicitation will be rejected.

9.5.2.OTHER

- 9.6. All costs incurred in responding to this RFP are the responsibility of the Proposer and will not be reimbursed by SEARHC. Furthermore, this RFP does not obligate SEARHC to accept or contract for any services expressed or implied.
- 9.7. SEARHC reserves the right to: (1) Modify or otherwise alter any or all of the requirements in this RFP. In the event of any modifications, all Proposers will be given an equal opportunity to modify their proposals in the specific areas that are requested; (2) Reject any proposal not adhering to any and all requirements set forth in this RFP; (3) Reject any or all proposals received; and (4) Terminate this RFP at any time, without reason.
- 9.8. SEARHC reserves the right to waive any formalities in the selection process, and to make any selection based on any factors deemed to be in its own best interest. SEARHC reserves the right to reject any and/or all proposals which it deems to not be in its best interests and to proceed with the next highest ranked Proposer or to utilize an entirely different procurement process.
- 9.9. All proposals and other materials submitted by the Proposer to SEARHC become the property of SEARHC. SEARHC may require, seek, and utilize all information it deems appropriate to assess the qualifications of individual Proposers. Unless otherwise clearly specified by SEARHC or otherwise required under applicable law, information in proposals submitted in response to this RFP shall be considered private information available only within SEARHC.
- 9.10. Any media announcements pertaining to this RFP or Program require SEARHC's prior written approval.
- 9.11. SEARHC is a consortium of Alaska Native Tribal Governments and, as such, shares the sovereign immunity of its constituent Tribes. Nothing in this RFP is a waiver of sovereign immunity.
- 9.12. This RFP does not obligate SEARHC or the selected Proposer until a contract is fully executed. The Contract will be fully executed when it is signed by an authorized representative of both parties. SEARHC shall not be responsible for work done, even in good faith, prior to execution of the Contract. If there is any conflict between the Contract and the proposal, the Contract shall control.

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INDEMNIFICATION, MEDICAL LIABILITY, and OTHER INSURANCE

RFP FOR TRADITIONAL FORMLINE CANOE DESIGN

(a) It is expressly agreed and understood that this is a non-personal services contract under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. SEARHC may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional judgment and the manner in which the services are performed. SEARHC be added to all the policies below as Additional Insured with a Waiver of Subrogation in favor of SEARHC excluding the Additional Insured requirement for Workers Compensation.

The Contractor shall be solely liable for and expressly agrees to indemnify and defend SEARHC with respect to any liability producing acts or omissions by it or by its employees or agents and SEARHC be named as Additional Insured with a Waiver of Subrogation in favor of SEARHC. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of **not less** than the following amount(s) per specialty per occurrence: \$1,000,000.00 with \$2,000,000.00 aggregate per specialty per occurrence.

(b) An apparently successful Offeror shall furnish, prior to contract award, evidence of all required insurance customary in connection with this Offeror's line of business, including, but not limited to professional, employer's liability insurance, employee dishonesty / crime coverage, worker's compensation, commercial and non-commercial automobile, and general liability insurance to cover any liability that may result from performance of the services described in this RFP.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided at the limits described below.

(d) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the SEARHC's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that SEARHC will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies. In any case, required insurance coverage shall be continuous without interruption.

Minimum limits and conditions of insurance required of each party to this agreement.

Workers Compensation Insurance – As required by law. Where applicable, coverage mandated by federal statutes (e.g. Marine and U.S.L. & H. and Jones Acts) must also be included.

Employers Liability Insurance – Not less than the following:

Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

General Liability Insurance – Bodily Injury, Personal Injury and Property Damage, Products and Completed Operations coverage with a combined single limit of not less than \$1 million each occurrence and \$2 million aggregate. The limits of general liability can be obtained with an excess liability policy.

The general liability insurance policy shall be written on an "occurrence" basis Commercial General Liability policy form. The policy shall be endorsed to name the SEARHC as an additional insured.

Each policy of insurance as required above shall be written by an insurance company admitted in Alaska with a minimum rating by A. M. Best & Company of A- VI.

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ALASKA NATIVE/AMERICAN INDIAN PREFERENCE PROVISIONS AND REPRESENTATIONS

RFP FOR TRADITIONAL FORMLINE CANOE DESIGN

1) DEFINITIONS

The term "Alaska Native/American Indian firm, Alaska Native/American Indian organization or enterprise" means a sole enterprise, partnership, corporation, or other type of business organization owned and controlled by one or more Alaska Natives or American Indians who are members of a tribe, Pueblo, band, group, village, or community that is recognized by the Secretary of the Interior or the Secretary of Health and Human Services, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688).

2) ALASKA NATIVE/AMERICAN INDIAN-OWNED, CONTROLLED, AND OPERATED BUSINESS REPRESENTATION

Any firm that misrepresents itself as an Alaska Native/American Indian-preference eligible firm in order to secure the award of a contract or purchase order shall be subject to suspension, debarment and prosecution under applicable law.

(a) Representation: The proposer represents that [] it is, [] is not a 51% or more Alaska Native or American Indian-owned, controlled, and operated firm as defined herein.

ALASKA NATIVE/AMERICAN INDIAN

A person who is a member of any Tribe, or is a person recognized by the federal government as eligible for the special programs, services, or rights provided by the federal government to Alaska Natives because of their status as Alaska Natives, including any person who is a "Native" as that term is defined in the Alaska Native Claims Settlement Act, 43 U.S.C. 1601(b), or the lineal descendant of a Native.

INDIAN OWNERSHIP

The specified degree of Alaska Native/American Indian ownership must be maintained during the period covered by this contract.

3) USE OF ALASKA NATIVE/AMERICAN INDIAN BUSINESS CONCERNS

- (a) As used in this clause, the term "Alaska Native/American Indian Business Concern" means Alaska Native or American Indian organizations, or Alaska Native or American Indian owned economic enterprise as defined herein.
- (b) The contractor agrees to give preference to qualified Alaska Native and American Indian business concerns in the awarding of any subcontracts entered into under the contract consistent with the efficient performance of the contract. The contractor shall comply with any preference requirements regarding Alaska Native and American Indian business concerns established by the entity receiving services under the contract to the extent that such requirements are not inconsistent with the purpose and intent of this paragraph.

4) ALASKA NATIVE/AMERICAN INDIAN PREFERENCE IN TRAINING AND EMPLOYMENT

- (a) The contractor shall give preference in employment for all work performed under the contract, including subcontracts there under, to qualified Alaska Natives and American Indians regardless of age, religion or sex and, to the extent feasible consistent with the efficient performance of the contract, provide

employment and training opportunities to Alaska Natives and American Indians, regardless of age, religion or sex that are not fully qualified to perform under the contract. The contractor shall comply with any Indian preference requirements established by the tribe receiving services under the contract to the extent that such requirements are consistent with the purpose and intent of this paragraph.

- (b) If the contractor or any of its subcontractors is unable to fill its employment openings after giving full consideration to Alaska Natives and American Indians as required in paragraph (a) above, these employment openings may then be filled by other than Alaska Natives and American Indians under the conditions set forth in the Equal Opportunity clause of this contract.
- (c) The contractor agrees to include this clause or one similar thereto in all subcontracts issued under the contract.

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REPRESENTATIONS AND CERTIFICATIONS

RFP FOR TRADITIONAL FORMLINE CANOE DESIGN

1. TYPE OF BUSINESS ORGANIZATION

The Bidder/Proposer, by checking the applicable box, represents that:

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of _____
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture; or

(b) If the Bidder/Proposer is a foreign entity, it operates as:

- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization,
- ☐ a joint venture, or
- ☐ a corporation registered for business in the Country of _____

2. PARENT COMPANY INFORMATION

The Bidder/Proposer by checking the applicable box represents that:

☐ It is independently owned and operated and it is not owned or controlled by a parent company or parent organization.

☐ It is not independently owned and operated; it is owned or controlled by a parent company or parent organization; and the full name and address of the Bidder/Proposer's parent company or parent organization is:

☐ If not independently owned and operated, the parent company or parent organization's Taxpayer Identification Number (TIN) or Employer Identification Number (E.I. No.) is: _____

3. TAXPAYER IDENTIFICATION

(c) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the proposer is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the proposer is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the proposer in reporting income tax and other returns.

(d) All proposers are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is

subject to the reporting requirements described in FAR 4.903, the failure or refusal by the proposer to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(e) Taxpayer Identification Number (TIN): _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Proposer is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.:

☐ Proposer is an agency or instrumentality of a foreign government;

☐ Proposer is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis.

(f) Corporate Status:

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity ☐ Not a corporate entity ☐ Sole proprietorship ☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(g) Common Parent. ☐ Proposer is not owned or controlled by a common parent as defined in paragraph (a) of this provision. Name and TIN of common parent:

Name _____

TIN _____

5. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(This provision is applicable only if the amount of the bid exceeds \$100,000.)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The proposer, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

(1) No 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 on his or her behalf 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;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the proposer shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite' for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

6. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The Contractor represents that:

(a) It [] has [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of federal Executive Order No. 10925, or the clause contained in Section 201 of federal Executive Order No. 1114;

(b) It [] has [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, by proposed subcontractors, will be obtained before subcontract awards.

7. CERTIFICATION OF NONSEGREGATED FACILITIES

(a) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of this offer, the Bidder/Proposer certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder/Proposer agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The Bidder/Proposer further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

(a) The Proposer certifies, to the best of its knowledge and belief, that:

(1) The Proposer and/or any of its Principals:

- a. Are [] are not [] presently debarred, suspended, proposed, for debarment, or declared ineligible for the award of contracts by any Federal agency;
- b. (b) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- c. Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) (ii) The Proposer has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(b) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(c) The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(d) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

9. CLEAN AIR AND WATER CERTIFICATION

The Proposer certifies that:

- (a) Any facility to be used in the performance of this proposed contract is [] is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Proposer will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Proposer proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Proposer will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

10. ANTI-KICKBACK PROVISIONS

- (a) The Contractor assures that regarding this contract, neither the Contractor, nor any of its employees, agents, or representatives has violated the provisions of the "Anti-Kickback" Act of 1986 (41 USC 51-58) which is incorporated by reference and made a part of this contract.
- (b) The Contractor warrants that neither the Contractor nor any of its representatives has been required, directly or indirectly as an express or implied condition in obtaining or carrying out this contract, to employ or retain any organization or person or to make a contribution, donation or consideration of any kind.

11. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

- (a) By submitting this offer, the Bidder/Proposer agrees that after giving preference under Indian Preference Provisions of this solicitation and contract, the contractor shall not discriminate among Indians on the basis of religion, sex, or tribal affiliation.
- (b) By submitting this offer, the Bidder/Proposer agrees that after giving preference under Indian Preference Provisions of this solicitation and contract to comply with all applicable State and Federal rules governing Equal Employment Opportunity and Non-Discrimination. The Bidder/Proposer agrees to include this provision in all subcontracts.
- (c) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations and orders.
- (d) The Contractor shall include the terms and conditions this clause in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor.

12. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (a) The proposer certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to--

- (a) Those prices;
- (b) The intention to submit an offer, or
- (c) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the proposer, directly or indirectly, to any other proposer or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the proposer to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the proposer's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the proposer's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the proposer's organization] ;

(a) As an authorized agent, does certify that the principals named in subdivision (b)(2) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(b) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the proposer deletes or modifies subparagraph (a)(2) of this provision, the proposer must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

13. DRUG FREE WORKPLACE

To the extent that any facilities, equipment, vessel, or vehicle to be provided under this bid/offer is to be used as a place of work by Contracting Agency employees, the Bidder/Proposer certifies that it does and will maintain such place of work as a drug free workplace in compliance with the Drug Free Workplace Act of 1988 (P.L. 100-690) subject to all the sanctions and penalties in that Act.

14. TOBACCO FREE WORKPLACE

(a) All SEARHC owned campuses are 100% tobacco free. The use of any tobacco product is prohibited in all areas.

(b) All SEARHC owned campuses are 100% tobacco free. The use of any tobacco product is prohibited in all areas.

(c) All employees (including contract employees, volunteers, and students), patients, visitors, and vendors will support the tobacco free campus policy at all SEARHC facilities.

15. COOPERATION FOR REQUIRED DETERMINATION OF RESPONSIBLE PROSPECTIVE CONTRACTOR PRIOR TO AWARD OF CONTRACT

(a) The Bidder/Proposer shall, upon request, promptly furnish SEARHC with a current certified statement of the Bidder/Proposer's financial condition and such data as SEARHC may request with respect to the Bidder/Proposer's operations. SEARHC will use this information to determine the Bidder/Proposer's financial responsibility and ability to perform under the contract.

(b) Failure of a Bidder/Proposer to comply with a request for information may be cause for rejection of the

bid/offer on responsibility grounds.

- (c) SEARHC may make such investigations as they deem necessary to determine the ability of the Bidder/Proposer to perform the work, and the Bidder/Proposer shall furnish to SEARHC all such information and data for this purpose as SEARHC may request. SEARHC reserves the right to reject any bid/offer if the evidence submitted by, or investigation of such Bidder/Proposer fails to satisfy SEARHC that such Bidder/Proposer is properly qualified and responsible to carry out the obligations of the contract and to complete the work contemplated therein.

16. BIDDER/PROPOSER CERTIFICATION AND REPRESENTATION SIGNATURE

By signing below, the Bidder/Proposer represents that all of its statements, certifications, and representations, and other information supplied herein are true and correct as of the date of submittal of this bid/offer.

PROPOSER: _____

ADDRESS: _____
(Type or Print Company Name and Address of Proposer)

AUTHORIZED SIGNATURE: _____

DATE: _____ / _____ / _____

SEARHC-RFP-26-2

PRICE SCHEDULE

RFP FOR TRADITIONAL FORMLINE CANOE DESIGN

- 1) Design 1: \$ _____ (lump sum)
- 2) Design 2: \$ _____ (lump sum), if applicable
- 3) Design 3: \$ _____ (lump sum), if applicable