



STATE OF ALASKA

Department of Natural Resources

Request for Proposal

RFP 10 190000043 - 1

TITLE:

Real Estate Broker Services for Trust Land Office

PURPOSE:

The Department of Natural Resources, Trust Land Office, is soliciting competitive proposals for a licensed commercial real estate broker to assist the Trust Land Office in the sale of its C1 parcel on the Juneau waterfront. Review this RFP for more information.

Important Notice: If you receive this solicitation from the State's Online Public Notice website or IRIS Vendor Self Service portal, you must register with the DNR Procurement Section to receive subsequent amendments. Registration must be in writing and may be made via email to dnr.ssd.procurement@alaska.gov or fax to 907-269-8909. Failure to register with the DNR Procurement Section may result in rejection of your offer.

ADA: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the DNR Procurement Section via email to dnr.ssd.procurement@alaska.gov, fax to 907-269-8909, telephone at 907-269-8666 or 269-8687, or TDD at 907-269-8411 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

Date of Issue: January 24, 2019

Deadline for Receipt of Proposals: February 20, 2019 14:00:00

Important Notice: If you received this solicitation from the State of Alaska's "Vendor Self-Service" web site, you must register with the procurement officer to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

PROCUREMENT OFFICER: James Sonnier
TELEPHONE NUMBER: (907)269-8687
EMAIL: jim.sonnier@alaska.gov

BID RECEIVING LOCATION:
Support Services ANC Admin
Attn: Procurement
550 West 7th Avenue
Anchorage, AK 99501-3564

PREFERENCES

Does your business qualify for the Alaska bidder preference?

☐ Yes ☐ No

Does your business qualify for the Alaska veteran preference?

☐ Yes ☐ No

PROPOSAL SCHEDULE

Event Date	Event Description
02/05/19	Pre-Proposal Conference
02/20/19	Receipt of Proposals Deadline

LINE ITEMS

Line No.	Description	Quantity	Unit	Unit Cost
1	Real Estate Broker Services for Trust Land Office			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
03/15/19	06/30/20			

Extended Description:

Real estate broker services for TLO as specified within this RFP.

DO NOT ENTER COST ON THIS LINE! ENTER COST ONLY ON THE COST PROPOSAL ATTACHED TO THIS RFP.

EVALUATION CRITERIA

<i>The following criteria will be used when determining the award of this solicitation</i>			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
	Understanding	5	
	Project Plan	25	
1	Qual. and Exp.	30	
7	Cost	30	
	AK Offeror Pref	10	

Terms and Conditions

No.	Name	Section
004	Request for Proposals	

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RFP NO. 190000043

REAL ESTATE BROKER SERVICES FOR TRUST LAND OFFICE

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RFP 190000043

REAL ESTATE BROKER SERVICES FOR TRUST LAND OFFICE

1. INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The Department of Natural Resources (DNR), Trust Land Office (TLO) is seeking competitive proposals for a commercial real estate broker licensed to do business in the State of Alaska to assist the Trust Land Office in the sale of its C1 parcel on the Juneau waterfront. A more detailed description including the Scope of Work can be found in Section 3 of this RFP.

1.02 Budget

Department of Natural Resources, Trust Land Office, estimates a budget of between \$250,000 and \$300,000 dollars for completion of this project. Proposals priced at more than \$400,000 may be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

1.03 Deadline for Receipt of Proposals

Proposals must be received by the DNR Procurement Section no later than the prevailing Alaska Time on the date shown on page one of this RFP as the Deadline for Receipt of Proposals. Emailed proposals are acceptable but not encouraged. Faxed, Oral, or proposals submitted through the IRIS Vendor Self Service (VSS) portal are not acceptable and will be rejected.

1.04 Prior Experience

For offers to be considered responsive offerors must meet these minimum prior experience requirements:

Be licensed as a commercial real estate broker.

Offeror must provide a copy of their commercial real estate broker license within their proposal package.

An offeror's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

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1.05 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

1.06 Questions Prior to Deadline for Receipt of Proposals

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

Procurement Officer: Jim Sonnier – PHONE 907-269-8687 - FAX 907-269-8909 - TDD 907-269-8411 – Email dnr.ssd.procurement@alaska.gov

1.07 Return Instructions

If using the U.S. mail, a delivery service, or delivering in person offerors must submit four signed hard copies of their technical proposal and one signed hardcopy of their cost proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources
Support Services Division
Procurement Section
Attention: Jim Sonnier
Request for Proposal (RFP) Number: 190000043
RFP Title: Real Estate Broker Services for Trust Land Office
550 W. 7th Avenue, Suite 1330
Anchorage, Alaska 99501

The sealed proposal package(s) must be received within the DNR Procurement Office prior to the Deadline for Receipt of Responses. Late proposals will be considered non-responsive and will not be accepted or opened by the DNR Procurement Office.

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If submitting a proposal via email the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dnr.ssd.procurement@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line. The maximum size of a single email (including all text and attachments) that can be received by the state is **20mb** (megabytes). If the email containing the proposal exceeds this size the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. Please send only one copy of the technical and cost proposal if submitting a proposal via email. It is the offeror's responsibility to contact the issuing agency at 907-269-8687 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments or for delays in transmission between the sender and DNR Procurement. Also, DNR Procurement will not accept emailed proposals in a modifiable file format, i.e., MS Word, etc. Emailed proposals must be received in their entirety by the DNR Procurement Section no later than the Deadline for Responses. Late proposals will be considered non-responsive and will be rejected.

An offeror's failure to submit its proposal in its entirety to the DNR Procurement Section no later than the Deadline for Receipt of Responses will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

1.08 Proposal Contents

The following information must be included in all proposals.

(a) Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) Offeror's Certification

By signature on the proposal, offerors certify that they comply with the following:

- [a] the laws of the State of Alaska;
- [b] the applicable portion of the Federal Civil Rights Act of 1964;
- [c] the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- [d] the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- [e] all terms and conditions set out in this RFP;
- [f] a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- [g] that the offers will remain open and valid for at least 90 days; and
- [h] that programs, services, and activities provided to the general public under the resulting

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contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

(c) Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

(d) Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Natural Resources reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

(e) Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

1.09 Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

1.10 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

1.11 Amendments to the RFP

If an amendment is issued, it will be provided to all who were provided with a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice or IRIS Vendor Self Service web site.

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1.12 RFP Schedule

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- a. Issue RFP on January 24, 2019,
- b. Pre-proposal conference on February 5, 2019,
- c. Deadline for Receipt of Proposals February 20, 2019,
- d. Proposal Evaluation Committee complete evaluation by February 27, 2019,
- e. State of Alaska issues Notice of Intent to Award a Contract February 28, 2019,
- f. State of Alaska issues contract March 12, 2019,
- g. Contract start March 15, 2019.

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Upon written notice to the contractor the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

1.13 Pre-proposal Conference

A **NON-MANDATORY** pre-proposal conference will be held at 9:00 a.m., Alaska time, on February 5, 2019 in the Denali conference room, Suite 1330, on the 13th floor of the Robert B. Atwood building, 550 W. 7th Avenue, Anchorage, Alaska. Adequate parking is available at the conference location. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

The conference will be teleconferenced. The teleconference call in number and access (pass) code will be provided to those who register with the DNR Procurement Officer for this RFP.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

1.14 Alternate Proposals

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

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1.15 News Releases

News releases related to this RFP will not be made without prior approval of the DNR Project Manager.

2. BACKGROUND INFORMATION

2.01 Background Information

A study by the Urban Land Institute Northwest was recently completed, which indicated:

- C1 has significant development potential;
- Leasing C1 to a developer would be less cost effective over the long term; and
- Selling C1 represents the least-risky proposition for the Trust

A copy of the report will be provided to the selected contractor.

3. SCOPE OF WORK AND CONTRACT INFORMATION

3.01 General

a. Contract Intent. The Trust Land Office (TLO) is looking for a broker with the ability, resources and experience to assist TLO in finding a buyer for C1. At a minimum, the firm will assist TLO with selling C1. Work expected to be provided by the successful offeror includes, but is not limited to:

- 1) Provide analysis of market range and market value of C1; and
- 2) Assisting TLO in negotiating the terms and conditions for the sale of a C1.

b. Contract Goals and Objectives. TLO's goals in the sale of the C1 are to:

- 1) Maximize revenue from the sale of the C1; and
- 2) Provide an unbiased process and source of information for the TLO to be able to make the best decision regarding the sale of C1.

3.02 Scope of Services

At a minimum, the successful offeror will be required to complete the following tasks:

a. Sale of C1

- 1) It is anticipated that the TLO will offer C1 for sale to the highest bidder via a sealed bid auction. This scope of services is to market and generate interest in the auction.

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- 2) Analyze a previously procured appraisal of C1. At a minimum, the Contractor will be required to become familiar with the property, its potential uses, and analyze the economy (local, state, national and international) to determine what the potential market might be for the different types of potential users identified for this property.
- 3) Develop a comprehensive marketing plan describing where and how the Contractor proposes to market C1 to buyers, i.e. use of trade journals, magazines, personal contacts, target specific companies, web-based marketing, etc.
- 4) Act as the primary contact for the TLO with respect to the leads and any contacts made regarding the existing property during the period of the contract. This includes keeping a list of all contacts and follow-up made and allowing the TLO access to this information upon request.
- 5) Participate in meetings with TLO staff and Alaska Mental Health Trust Authority (AMHTA) Board members upon request.
- 6) Provide monthly progress reports to TLO staff.
- 7) Review inquiries presented, provide recommendations and respond to those inquiries.
- 8) Provide other assistance or recommendations to TLO on managing or marketing the property during this period.
- 9) Assist TLO in developing a package of reference documents that will be available to prospective buyers.

b. Other Considerations

- 1) Acceptance of any offer to purchase is subject to the offer being subjected to a sealed bid process to be determined by TLO and with final purchase approval provided by AMHTA's board of trustees.
- 2) Commission paid to the broker on the sale of C1 to a party who submitted within two years prior to contract date a bonafide offer to purchase will be based amount equating to the difference between the originally offered price and the final sales price. A list of previously received bonafide offers will be provided to the broker.

Example:

1/1/2018 - TLO receives bonafide offer from Party A of 3,000,000

2/1/2019 – TLO enters into brokerage contract with Broker

7/1/2019 – TLO sells C1 to Party for \$4,000,000

Broker Commission = (4,000,000 – 3,000,000) x Commission Rate

- 3) TLO will, for a period of up to six months after the end of the contract, pay a commission to the broker on the sale of C1 to any buyer the broker solicited during the term of the contract.

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Prior to the termination of the contract the broker shall provide a written list of potential buyers solicited during the term of the contract.

4) Unless special requests are made (e.g., related to scheduled meetings, or limited availability interviews), the consultant will be free to perform the requested tasks at his/her discretion within the timeframe allotted by TLO.

5) TLO will only pay the broker's commission upon the successful closing on the sale of C1.

6) The company or Broker under this agreement is responsible for complying with all Statutes, regulations and policies specifically relating to conducting these types of services in Alaska: the Real Estate Commission Statutes (AS 08.88); Real Estate Commission Regulations (12 AAC 64); Centralized Licensing Statutes (AS 08.01 – AS 08.03); and Occupational Licensing Regulations and Fees (12 AAC 02)

c. Estimated Property Value. TLO estimates the value of C1 to be in the range of \$3,000,000 to \$4,000,000, to be determined by an appraisal report. A copy of the appraisal report will be provided to the successful offeror. This value is an estimate only and not a guarantee of any kind.

d. Ownership of Materials. Sole ownership and use of all materials produced by the contract resulting from this RFP will remain with the TLO.

e. Travel.

The Contractor may be required to attend meetings in Anchorage. Travel to or from Alaska will be on an as-needed basis and must be pre-approved by the TLO Project Manager prior to booking the travel.

Reimbursement of travel expenses will be in accordance with Alaska Administrative Manual (AAM) 60 – Travel, which allows reimbursement for coach airfare, actual lodging costs, actual vehicle rental costs (if applicable), and meal and incidental expenses allowable rates. A copy of AAM 60 – Travel can be downloaded at the following link:

<http://doa.alaska.gov/dof/manuals/aam/index.html>

Contractor will not bill the State for personnel time in travel status, except for verifiable time during which the individual has performed work for the State while in travel status. Hotel and vehicle rental costs will be at cost as invoiced. Contractor shall use moderately priced hotels comparable to those used by State employees. Per diem will be paid at the rate allowed for State employees in the General Government Unit (GG/GY/GP/GZ), which is currently \$60 per day. No reimbursement will be made for alcoholic beverages, entertainment, or what might otherwise be considered normal living expenses.

Contractor must provide all receipts including but not limited to airfare itinerary, lodging invoices, and rental vehicle invoices. Failure to provide these may cause unavoidable reimbursement

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delays.

3.03 Contract Term and Work Schedule

The length of the contract will be six months from the date of award, or approximately March 15, 2019 through September 30, 2019. At its sole discretion the State may either: extend the contract in six-month blocks, up to a maximum of two, six-month blocks; or extend the contract on a month-to-month basis for a period up to 12 months if necessary to complete the sale of the parcel. Extensions will be paid at the agreed to fixed monthly fee in the contract resulting from this RFP.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

3.04 Contract Type

This contract is a Firm Fixed Price contract.

The State will pay the contractor the agreed to fixed monthly fee during the contract period.

Payment of commissions for the sale of the property will be based on the percent commission and will only be paid upon successful recording of the property. Payment of the commission is subject to approval by the Alaska Mental Health Trust Authority board.

Except for the negotiated fixed monthly fee, the State does not guarantee a minimum or maximum amount of services to be provided or dollar amount to be spent under any contract resulting from this RFP.

3.05 Proposed Payment Procedures

Payments of the fixed monthly fee will be paid on a monthly basis upon receipt of required services and a true and correct invoice.

Payment of the commission will be paid upon successful recording of the property and is subject to approval by the Alaska Mental Health Trust Authority board.

3.06 Prompt Payment for State Purchases

Unless otherwise indicated in the offeror's proposal, the state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a

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printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

3.07 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.08 Location of Work

The location(s) the work is to be performed, completed and managed is at the contractor's location.

The state will not provide workspace for the contractor. The contractor must provide its own workspace. However, the Contractor may be required to attend meetings in Anchorage. Review paragraph 3.02.e. in this RFP for more information on travel.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

3.09 Third-Party Service Providers

Not applicable to this RFP.

3.10 Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in Section 1.04 Prior Experience of this RFP.

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If the successful contractor proposes to accomplish more than 50% of the work through subcontractors, they must provide a written statement that they are not operating as a joint venture with the other contractors and will be solely responsible for all work products, profits, and losses, as they relate to the performance of this contract. Failure to provide this statement may result in the proposal being declared a "joint venture" proposal for the purpose of calculating the Alaska Offeror preference.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- a. Complete name of the subcontractor;
- b. Complete address of the subcontractor;
- c. Type of work the subcontractor will be performing;
- d. Percentage of work the subcontractor will be providing;
- e. Evidence that the subcontractor holds a valid Alaska business license and any other state, local, or federal licenses required to provide required services;
- f. Evidence the subcontractor is licensed as a commercial real estate broker (if applicable); and
- g. A written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project manager. If, after contract award, new subcontractors are required who were not identified in the contractor's original proposal, the contractor will provide information about those subcontractors with their work order proposal, a one-page resume for each subcontractor and key staff, brief descriptions of previous work, and three references.

3.11 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture the offeror must submit a copy of the joint venture agreement with the proposal which identifies the principals involved and their rights and responsibilities regarding performance and payment.

3.12 Dual Agency/Neutral Licensee

Dual Agency or Neutral Licensee will be allowed under this agreement.

For the purposes of this RFP, dual agency is defined as the broker, any associate broker or any licensed agent in the licensed brokerage firm responding to the RFP, including under any subcontract or co-broker agreement, representing both the seller and buyer in a sale of C1.

For the purpose of this RFP, a neutral licensee is a licensee that provides specific assistance to

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both consumers in a real estate transaction but does not “represent” either “consumer.

3.13 Right to Inspect Place of Business

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

3.14 Contract Personnel

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project manager. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

3.15 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager may instruct the contractor to make corrections or modifications if needed to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.16 Liquidated Damages

Not applicable to this RFP.

3.17 Contract Changes - Unanticipated Amendments

During the course of this contract the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the project manager has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee.

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3.18 Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

Additional information that the contractor shall hold as confidential during the performance of services under this contract includes any information the TLO determines to be confidential and not releasable to the public that may arise during performance of the contract.

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable

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by the general public.

3.19 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form Appendix B2, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B2 must be set out in the offeror's proposal.

3.20 Termination for Default

If the project manager determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached to this RFP.

4. PROPOSAL FORMAT AND CONTENT

4.01. Proposal Format and Content

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

Page Limits.

a. **Technical Proposals** will be limited to a maximum of 16 pages.

The following will not count towards the maximum page count:

- 1) A copy of the offeror's commercial real estate license (Offerors are required to include a copy of their commercial real estate license within their proposal);
- 2) A copy of their State of Alaska business license (offeror's discretion)

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- 3) A copy of their redacted DD214 (if claiming the Alaska Veterans preference);
- 4) A copy of the certification letter issued by the Division of Vocational Rehabilitation (if claiming the Alaskans with Disabilities or Employment Program preference); and
- 5) A copy of licenses or certifications that support the resumes of key staff or the firm's qualifications to provide required services.

Cover pages, table of content pages, and all other pages, with the exception of blank pages or pages with the words "Intentionally Left Blank" or "This page intentionally left blank" centered on the page, will be counted in the overall page count.

b. **Cost Proposals** are limited to the number of pages in the Cost Proposal form attached to this RFP. Offerors must submit cost information on the Cost Proposal form attached to this RFP.

c. **Definition of "Page."** For the purpose of this RFP, a page is considered to be one side of a standard 8 ½ inch x 11 inch letter sized sheet of paper. Sheets that have information printed on both sides of a standard 8 ½ inch x 11 inch letter sized sheet of paper will be considered two pages. Sheets that have information on one side but are blank or contain the words "Intentionally Left Blank" or "This page intentionally left blank" centered on the other side will be considered one page.

d. **Font Sizes.** Font sizes are restricted to a minimum of 10 point size. Maximum font size will be at the offeror's discretion. Arial or a similar block type font is preferred however the actual font type is at the offeror's discretion.

e. To avoid exceeding the total page count and their proposal being determined non-responsive, offerors are discouraged from including any information in their proposal that is not relevant to the information requested in this RFP.

Technical or Cost Proposals that exceed the maximum number of pages may be considered non-responsive and may be rejected at the sole discretion of the State.

4.02 Introduction

Proposals must include an Introduction showing the complete name and address of offeror's firm and the name, mailing address, email address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP and, if applicable, provide notice that the firm qualifies as an Alaskan bidder.

Proposals must include a statement indicating whether or not the firm or any individuals working

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on the contract has a possible conflict of interest as required by paragraph 1.08(d) of this RFP.

Proposals must be signed by a company officer empowered to bind the company.

An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

DO NOT INCLUDE COST IN THIS SECTION. COST IS TO BE INCLUDED ONLY ON THE COST PROPOSAL ATTACHED TO THIS RFP.

4.03 Understanding of Services and Commitment

Proposal should include a brief discussion of their understanding of the services required and what their goals would be in selling C1 for TLO. Discuss similarities and differences between working for the TLO and other clients of similar size and complexity of the TLO.

Proposal should include a summary of any potential problems you believe may be encountered in the performance of the contract; creative suggestions for addressing these problems; and expectations of the TLO or other entities who may be involved in this process.

Proposal should describe the offeror's availability to commit to this for the initial six-month period ; whether or not the time frame is reasonable and, if not, reasons why they believe it may be too short or too long.

Proposal should include other work or projects the offeror has or may have during the period of performance and any possible conflicts that could arise during the performance of work for the TLO.

DO NOT INCLUDE COST IN THIS SECTION. COST IS TO BE INCLUDED ONLY ON THE COST PROPOSAL ATTACHED TO THIS RFP.

4.04 Project Plan

Offerors must briefly discuss how they would complete the tasks identified in Section 3 of this RFP. At a minimum this section of the proposal should include a brief conceptual discussion regarding the sale of the C1 parcel. The discussion should include:

- a. A brief description of the resources the offeror will be committing to this project and an organizational chart listing key personal and their duties;
- b. A brief discussion of the offeror's role in selling TLO's C1 with a brief discussion of critical issues the offeror believes TLO may have to address in its process to assure a positive outcome ;
- c. A brief discussion of the offeror's marketing plan for the sale of C1 with a schedule in terms of

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time it may take to complete a sale and key milestones or tasks that would need to be met or completed prior to closing; and

d. A discussion of any expectations the offeror may have for the TLO including timing and the threshold of offers that would be presented to the Project Manager and any suggestions the offeror may have for performing all tasks more efficiently or other terms or conditions the offeror may want in the final contract.

DO NOT INCLUDE COST IN THIS SECTION. COST IS TO BE INCLUDED ONLY ON THE COST PROPOSAL ATTACHED TO THIS RFP.

4.05 Firm and Personnel Qualifications and Experience

Firm's Experience. Offeror must demonstrate within their proposal their firm's experience with the purchase and sale of waterfront property in tourism markets nationally or internationally, particularly in Alaska or other seasonal destinations, and marketing similar size and type of projects in Alaska, Canada or in other similar markets. Offeror must provide examples of at least three (3) but no more than five (5) projects they or their partners have completed of similar size and complexity as required within this RFP. As a minimum, for each example include:

- a. A brief description of similar commercial sales and purchase projects completed including the location, type, approximate value of property, and client name;
- b. The names of key individuals involved in the transaction;
- c. Project schedule including time property was on the market and amount of time the firm handled the transaction from beginning to end;
- d. Client's name, address, current telephone number, and contact person who can respond to queries concerning their experience with the offeror's firm;
- e. Closing sale price in relation to initial market assessment (to the extent this is available as public, non-confidential information); and
- f. Time frames needed to complete the transactions; specifically, the number of days on market for sales and the total time elapsed for purchases starting from submittal of offer to signing at closing.

Staff Experience. Proposal must include a statement of qualifications or resumes for key personnel designated to perform work under this RFP. This information should include:

- a. Detailed resumes of all key personnel who will be directly involved in this contract, listing their experience, education, licenses held, similar types of properties they have marketed and successfully sold and clients they may have assisted in the purchase or acquisition of existing or new facilities. Real estate licensees must have the CCIM or SOIR designation.;

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- b. A schedule of expected availability of key personnel over the term of the contract; and
- c. Other relevant information regarding an individual's experience in negotiating and closing transactions between a buyer and seller, particularly for large commercial transactions.

DO NOT INCLUDE COST IN THIS SECTION. COST IS TO BE INCLUDED ONLY ON THE COST PROPOSAL ATTACHED TO THIS RFP.

4.06 Cost Proposal

Offerors must complete and submit the Cost Proposal form attached to this RFP that will represent TLO's cost for brokerage services. Costs offered must include all direct and indirect costs associated with providing required services including but not limited to labor, expenses, payroll, supplies, profit, fees, and commissions, which may include a monthly flat fee and a commission percentage based on the sale and successful recording of C1.

a. Monthly Fee. Offerors should propose a flat monthly fee in their Cost Proposal. This fee is intended to compensate the broker for their time and assistance in marketing C1, soliciting and evaluating offers, assisting in negotiations, and participating in updates to TLO management on the progress of the C1 marketing efforts. For the purpose of evaluating costs this fee shall be treated as a fixed price number for 6 months of service. The number of months shown in this section is an estimate only and will be used only for award and evaluation purposes. The actual amount to be paid will be subject to the contract terms. An offered monthly fee greater than \$2500 per month may be considered non-responsive.

b. Commission on Sale of C1. Offeror should propose the percentage of commission expected to be paid for the sale of C1. This fee is intended to be the TLO's listed broker's fee based on the successful sale of C1. Offeror should not consider this as a split fee to be shared with the broker who may be assisting the potential buyer of the property. Any buyer broker fees would be negotiated as a separate expense and paid upon successful recording. This should be based on a percentage of \$4,000,000. This cost is an estimate only and will be used only for award and evaluation purposes. An offered commission greater than 5% may be considered non-responsive.

4.07 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

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5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

5.01 Understanding of Services and Commitment (5%)

Proposals will be evaluated against the questions set out below:

- a. How well has the offeror demonstrated their understanding of the services required, what their goals would be in selling C1 for the TLO, and TLO's desired outcomes?
- b. How well does the offeror understand TLO's issues as a public entity looking to market C1 for maximum return and the similarities and differences between working for the TLO and other clients of similar size and complexity?
- c. To what degree are the expectations the offeror has for the TLO or other decision makers in the process reasonable?
- d. To what degree has the offeror identified any possible conflicts or appearances of conflict in completing this work based on other clients or work the contractor may have during this period?
- e. How well has the offeror outlined what commitment of resources and personnel they are willing and able to make in order to make the acquisition and sale a priority and a success?
- f. How well does the offeror address potential problems that may be encountered in the performance of the contract and creative suggestions for addressing these problems?

5.02 Project Plan (25%)

Proposals will be evaluated against the questions set out below:

- a. Did the offeror provide a brief description of the resources they will commit to this project and an organizational chart listing key personnel and their duties and to what degree does this information provide a clear understanding of who will be managing the project?
- b. To what degree did the offeror discuss their role in selling C1 and critical issues the offeror believes TLO may have to address in its process to assure a positive outcome?
- c. To what degree did the offeror discuss their approach to the search and sale process and identify what they view as potential issues; did the offeror propose any alternate methodologies that may be better and if so, to what degree is the alternate method proposed in the best interest of the TLO?
- d. To what degree has the offeror provided a "right sized" solution and reasonable schedule and timeline for assessing the market and marketing C1?

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e. To what degree is the likelihood of success of the methods proposed meeting TLO goals and objectives?

f. To what degree is the proposal practicable and feasible?

5.03 Firm and Personnel Qualifications and Experience (30%)

Proposals will be evaluated against the questions set out below:

a. Questions regarding the firm:

[1] To what degree does the firm demonstrate experience buying and selling commercial property in the Alaska market; tourism market; and waterfront commercial property nationally and internationally?

[2] How well has the firm demonstrated experience in timeliness, property sales, or success in previous projects?

[3] To what degree do the examples provided document the quality of expertise and experience needed to complete this contract?

[4] Does the offeror have demonstrated experience working with governmental agencies in selling raw land?

[5] If a subcontractor will perform work on the contract how well do they measure up to the evaluation used for the offeror?

b. Questions regarding the staff:

[1] Do the individuals assigned to the project have experience on similar projects?

[2] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires including CCIM or SOIR designation?

[3] How extensive is the applicable education and experience of the personnel designated to work on the project?

[4] Are the personnel who are proposed to be involved in this sale the same people who worked on similar deals for the firm?

5.04 Contract Cost (30%)

To avoid the appearance of price influencing scoring, Cost will be scored only by the Procurement Officer.

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Overall, a minimum of 30% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15.

5.05 Alaska Offeror Preference (10%)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

6. GENERAL PROCESS INFORMATION

6.01 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

6.02 Alaska Business License and Other Required Licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- a. copy of an Alaska business license;
- b. certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- c. a canceled check for the Alaska business license fee;
- d. a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- e. a sworn and notarized statement that the offeror has applied and paid for the Alaska business

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license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- a. fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game;
- b. liquor licenses issued by Alaska Department of Revenue for alcohol sales only;
- c. insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance; or
- d. Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

Offeror must provide a copy of their commercial real estate license with their proposal.

6.03 Site Inspection

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

6.04 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

6.05 Discussions with Offerors

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

6.06 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION. After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

6.07 Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they may be held in the Denali conference room, Suite 1330, located on the 13th floor of the Robert B. Atwood Building located at 550 W. 7th Avenue in Anchorage, Alaska.

If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for their travel and per diem expenses.

6.08 Failure to Negotiate

If the selected offeror

- a. fails to provide the information required to begin negotiations in a timely manner; or fails to negotiate in good faith; or
- b. indicates they cannot perform the contract within the budgeted funds available for the project; or
- c. if the offeror and the state, after a good faith effort, simply cannot come to terms,

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the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

6.09 Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

6.10 Protest

AS 36.30.560 provides that an interested party may protest the content of the RFP. An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract." If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract. If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

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6.11 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site: <http://doa.alaska.gov/dgs/pdf/pref1.pdf>

Employment Program Preference - AS 36.30.321(b)

Alaskans with Disabilities Preference - AS 36.30.321(d)

Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

6.12 Alaska Bidder Preference

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- a. holds a current Alaska business license prior to the deadline for receipt of proposals;
- b. submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- c. has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- d. is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- e. if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

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In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

6.13 Alaska Veteran Preference

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- a. sole proprietorship owned by an Alaska veteran;
- b. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- c. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference and the offeror must attach a copy of their DD214 with their social security/service number, date of birth, and other Privacy Act protected information redacted out.

6.14 Alaska Offeror Preference

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

6.15 Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point

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allocations for cost on the other proposals will be determined using the formula:

$(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost}) \div (\text{Cost of Each Higher Priced Proposal})$

Examples: Converting Cost to Points & Applying Preferences

Formula Used to Convert Cost to Points

Step 1: List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1 \$40,000

Offeror #2 \$42,750

Offeror #3 \$47,500

Step 2: In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$

Offeror #3 receives 33.7 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$

Alaska Offeror Preference

Step 1: Determine the number of points available to qualifying offerors under this preference.

$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska offerors preference} = 10 \text{ Points for the Preference}$

Step 2: Determine which offerors qualify as Alaska bidders and thus are eligible for the Alaska offerors preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1 83 points No Preference - 0 points

Offeror #2 74 points Alaska Offerors Preference - 10 points

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Offeror #3 80 points Alaska Offerors Preference – 10 points

Step 3: Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1 83 points

Offeror #2 84 points (74 points + 10 points)

Offeror #3 90 points (80 points + 10 points)

Step 4: Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

7. General Legal Information

7.01 Standard Contract Provisions

The contractor will be required to sign and submit the State's Standard Agreement Form generated by the IRIS database or the State's Standard Agreement Form for Professional Services Contracts. Appendix A, General Conditions, is attached to this RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

7.02 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

7.03 Additional Terms and Conditions

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

7.04 Human Trafficking

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report. The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>. Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

7.05 Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms,

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conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- a. do not affect responsiveness;
 - b. are merely a matter of form or format;
 - c. do not change the relative standing or otherwise prejudice other offers;
 - d. do not change the meaning or scope of the RFP;
 - e. are trivial, negligible, or immaterial in nature;
 - f. do not reflect a material change in the work; or
 - g. do not constitute a substantial reservation against a requirement or provision;
- may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

7.06 State Not Responsible for Preparation Costs

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.07 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

7.08 Assignment

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without

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prior written approval from the procurement officer.

7.09 Disputes

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

7.10 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

7.11 Supplemental Terms and Conditions

Proposals must comply with SEC. 1.12 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a. if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b. if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

7.12 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

7.13 Solicitation Advertising

Public notice has been provided in accordance with 2 AAC 12.220.

8. ATTACHMENTS

8.01 Proposal Evaluation Form

8.02 Standard Agreement Form - Appendix A, General Conditions

8.03 Appendix B2

8.04 Offeror's Checklist

8.05 Cost Proposal

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8.06 Subport Parcel Location Map (may be attached separately in IRIS VSS posting)

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8.01 PROPOSAL EVALUATION FORM

Offeror Name: _____
 Evaluator _____
 Name: _____
 Date of Review: _____
 RFP Number: 190000043, Real Estate Broker Services for Trust Land Office

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

5.01 Understanding of Services and Commitment—5 Percent

Maximum Point Value for this Section - 5 Points

100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

a. How well has the offeror demonstrated their understanding of the services required, what their goals would be in selling C1 for the TLO, and TLO's desired outcomes?

NOTES:

b. How well does the offeror understand TLO's issues as a public entity looking to market C1 for maximum return and the similarities and differences between working for the TLO and other clients of similar size and complexity?

NOTES:

c. To what degree are the expectations the offeror has for the TLO or other decision makers in the process reasonable?

NOTES:

d. To what degree has the offeror identified any possible conflicts or appearances of conflict in completing this work based on other clients or work the contractor may have during this period?

NOTES:

e. How well has the offeror outlined what commitment of resources and personnel they are willing and able to make in order to make the acquisition and sale a priority and a success?

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NOTES:

f. How well does the offeror address potential problems that may be encountered in the performance of the contract and creative suggestions for addressing these problems?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 Project Plan—25 Percent

Maximum Point Value for this Section - 25 Points
100 Points x 25 Percent = 25 Points

Proposals will be evaluated against the questions set out below.

a. Did the offeror provide a brief description of the resources they will commit to this project and an organizational chart listing key personnel and their duties and to what degree does this information provide a clear understanding of who will be managing the project?

NOTES:

b. To what degree did the offeror discuss their role in selling C1 and critical issues the offeror believes TLO may have to address in its process to assure a positive outcome?

NOTES:

c. To what degree did the offeror discuss their approach to the search and sale process and identify what they view as potential issues; did the offeror propose any alternate methodologies that may be better and if so, to what degree is the alternate method proposed in the best interest of the TLO?

NOTES:

d. To what degree has the offeror provided a "right sized" solution and reasonable schedule and timeline for assessing the market and marketing C1?

NOTES:

e. To what degree is the likelihood of success of the methods proposed meeting TLO goals and objectives?

NOTES:

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f. To what degree is the proposal practicable and feasible?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.02: _____

5.03 Firm and Personnel Qualifications and Experience —30 Percent

Maximum Point Value for this Section - 30 Points

100 Points x 30 Percent = 30 Points

Proposals will be evaluated against the questions set out below.

a. Questions regarding the firm:

[1] To what degree does the firm demonstrate experience buying and selling commercial property in the Alaska market; tourism market; and waterfront commercial property nationally and internationally?

NOTES:

[2] How well has the firm demonstrated experience in timeliness, property sales, or success in previous projects?

NOTES:

[3] To what degree do the examples provided document the quality of expertise and experience needed to complete this contract?

NOTES:

[4] Does the offeror have demonstrated experience working with governmental agencies in selling raw land?

NOTES:

[5] If a subcontractor will perform work on the contract how well do they measure up to the evaluation used for the offeror?

NOTES:

b. Questions regarding the staff:

[1] Do the individuals assigned to the project have experience on similar projects?

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NOTES:

[2] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires including CCIM or SOIR designation?

NOTES:

[3] How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES:

[4] Are the personnel who are proposed to be involved in this sale the same people who worked on similar deals for the firm?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.03: _____

EVALUATOR'S COMBINED POINT TOTAL FOR SECTIONS 5.01 THROUGH 5.03: _____

5.04 Contract Cost — 30 Percent

To avoid the appearance of cost influencing scoring Sections 5.04 and 5.05 will be evaluated only by the Procurement Officer.

Maximum Point Value for this Section — 30 Points
100 Points x 30 Percent = 30 Points

Overall, a minimum of 30 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under SECTION 6.11.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 6.15.

PROCUREMENT OFFICER'S POINT TOTAL FOR COST: _____

5.05 Alaska Offeror Preference — 10 Percent

Point Value for this Section — 10 Points
100 Points x 10 Percent = 10 Points

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If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

PROCUREMENT OFFICER'S POINT TOTAL FOR ALASKA OFFEROR'S PREFERENCE (EITHER 0 OR 10):_____

5.06 COMBINED TOTAL

This section will be completed by the Procurement Officer.

a. Evaluator's Combined Total for Sections 5.01 – 5.03:_____

b. Procurement Officer's Evaluation for Section 5.04:_____

c. Procurement Officer's Evaluation for Section 5.05:_____

d. **TOTAL EVALUATED SCORE:**_____

e. Procurement Officer's Initials:_____ and Date Completed:_____.

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APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.

1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.

2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful

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discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

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Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

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APPENDIX B₂ INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

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8.04 OFFEROR'S CHECKLIST

This checklist is provided as a courtesy to prospective offerors. While every effort has been made to ensure this checklist is complete, it is still the offeror's responsibility to make sure they comply with all requirements of this RFP.

The following documents must be received by the DNR Procurement Office no later than the deadline set for receipt of proposals for your proposal to be considered responsive.

_____ 1. **Technical Proposal.**

a. If delivered in person or by the US Mail or a courier service (FEDEX, UPS, etc.): One original and three signed copies of the technical proposal packaged or submitted as required by paragraph 1.07 of this RFP.

b. If emailed, one signed original technical proposal submitted as required by paragraph 1.07 of this RFP.

_____ 2. **Cost Proposal.** One signed Cost proposal submitted separately as required by paragraph 1.07 of this RFP.

_____ 3. **MANDATORY RETURN Amendment(s).** Written acknowledgement of MANDATORY RETURN amendment(s) either within the proposal package or submitted separately in an email or fax to DNR Procurement. Must be received no later than the Deadline for Receipt of Proposals.

Reminders:

1. It is the offeror's responsibility to make sure they comply with all requirements of this RFP and submit all required documents.

2. Cost proposal and technical proposals are to be submitted in separate packages within the proposal package or email.

3. Proposals must be received in their entirety no later than the Deadline for Receipt of Proposals. Late proposals will be considered non-responsive and will be rejected.

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8.05 COST PROPOSAL

1. General Information. Offerors must complete and submit this Cost Proposal form in a separate envelope or separate document attachment within their proposal package /email. Refer to paragraph 1.07, Return Instructions, within the RFP for more information.

Offerors must complete and submit the Cost Proposal form attached to this RFP that will represent TLO's cost for brokerage services. Costs offered must include all direct and indirect costs associated with providing required services including but not limited to labor, expenses, payroll, supplies, profit, fees, and commissions, which may include a monthly flat fee and a commission percentage based on the sale and successful recording of C1.

Monthly Fee. Offerors should propose a flat monthly fee in their Cost Proposal. This fee is intended to compensate the broker for their time and assistance in marketing C1, soliciting and evaluating offers, assisting in negotiations, and participating in updates to TLO management on the progress of the C1 marketing efforts. For the purpose of evaluating and awarding cost this fee shall be treated as a fixed price number for 6 months of service. The number of months shown in this Cost Proposal are an estimate only and will be used only for award and evaluation purposes. The actual amount to be paid will be subject to the contract terms. An offered monthly fee greater than \$2500 per month may be considered non-responsive.

Commission on Sale of C1. Offeror should propose the percentage of commission expected to be paid for the sale of C1. This fee is intended to be TLO's listing broker's fee based on the successful sale of C1. Offeror should not consider this as a split fee to be shared with the broker who may be assisting the potential buyer of the property. Any buyer broker fees would be negotiated as a separate expense and paid upon successful recording. This should be based on a percentage of \$4,000,000. This cost is an estimate only and will be used only for award and evaluation purposes. An offered commission greater than 5% may be considered non-responsive.

The Extended Cost for Monthly Fee will be computed by multiplying the Estimated Quantity (Est. Qty) x Unit Cost per month. The Extended Cost for Commission will be computed by multiplying the Est. Qty. x percentage (%) charged. The Total Contract Cost will be the sum of the Extended Cost for Monthly Fee plus the sum of the Extended Cost for Commission. This cost is the cost that will be evaluated by the State for award of the points for cost. As a reminder, proposals priced at more than \$400,000 may be considered non-responsive and may be rejected by the State.

Submit only one signed Cost Proposal in a separately sealed envelope or separate pdf document attachment with your offer.

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2. Offered Cost.

Item	Description	Est. Qty	Unit Cost	Extended Cost
a.	Monthly Fee	6 Months	\$_____ per month	\$
b.	Commission	\$4,000,000	%	\$
c.	Total Contract Cost			\$

3. Preferences.

Item	Preference	Yes	No
a.	Alaska Bidder's Preference. Does your company qualify for the Alaska Bidder's Preference? (paragraph 6.12 of the RFP)		
b.	Alaska Veteran's Preference. Does your company qualify for the Alaska Veteran's Preference? If yes, provide a copy of your DD214 with social security number, serial number, date of birth, and other Privacy Act information redacted out with your proposal. (paragraph 6.13 of the RFP)		
c.	Alaskans with Disabilities Preference. Does your company qualify for the Alaskans with Disabilities preference? If yes, provide a copy of the certification letter issued by the Division of Vocational Rehabilitation with your proposal. Failure to provide a copy of the certification letter with your proposal will result in disallowance of the preference. (paragraph 6.11 of the RFP)		
d.	Employment Program Preference. Does your company qualify for the Alaska Employment Program preference? If yes, provide a copy of the certification letter issued by the Division of Vocational Rehabilitation with your proposal. Failure to provide a copy of the certification letter with your proposal will result in disallowance of the preference. (paragraph 6.11 of the RFP)		

4. Amendment(s). The offeror acknowledges receipt of the following amendment(s) issued for this RFP: _____.

5. Offeror Information.

a. Company Name:
b. Authorized Person's Name (Printed):
c. Authorized Person's Signature:
d. Date Signed:

*******END OF COST PROPOSAL*******

ATTACHMENT 8.06 TO RFP 190000043

