



STATE OF ALASKA
Department of Public Safety
Division of Administrative Services
Procurement and Supply Section
4805 Doctor Martin Luther King Jr. Avenue
Anchorage, Alaska 99507

REQUEST FOR PROPOSAL (RFP) 2018-1200-3784

THIS IS NOT AN ORDER

DATE RFP ISSUED: September 6, 2017

Lease of approximately 1,200 square feet of usable living space with three bedrooms, one bath minimum and a preferred two car garage or car port and parking space for recreational vehicles for the Department of Public Safety, in King Salmon, Alaska – for Alaska Wildlife Troopers (AWT), Rural Trooper Housing (RTH). Lessor shall permit occupant to have a maximum of two domestic pets.

SEALED PROPOSALS SHALL BE RECEIVED AT THE ABOVE ADDRESS UNTIL 1:30 P.M. ALASKA STANDARD TIME (AKST) SEPTEMBER 28, 2017.

IMPORTANT NOTICE: If you intend on submitting an offer, you must register for this particular Request for Proposal (RFP) to receive subsequent addendums. To register, email Solicitation Registration Form to benhur.kothapalley@alaska.gov. The Solicitation Registration Form is located on the last page of this solicitation. Failure to register may result in the rejection of your offer.

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OFFEROR'S NOTICE: By signature on this form, the offeror certifies that:

The price(s) submitted was arrived at independently and without collusion and that the offeror is complying with:

- the laws of the State of Alaska;
- the applicable portion of the Federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued there under by the State and Federal Government; and
- all terms and conditions set out in this Request for Proposal (RFP).

If any offeror fails to comply with this section, the State may reject the offer, terminate the contract, or consider the offeror in default.

<p><u>Benhur Kothapalley</u></p> <p>Building management Specialist</p> <p>PHONE 907-269-0599</p> <p>EMAIL: benhur.kothapalley@alaska.gov</p>	<p>_____ COMPANY SUBMITTING PROPOSAL</p> <p>_____ AUTHORIZED SIGNATURE</p> <p>_____ PRINTED NAME</p> <p>_____ DATE</p>
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1. GENERAL

1.1 OFFERORS WITH DISABILITIES

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 participate in this procurement should contact the Division of Administrative Services, procurement specialist five days prior to the deadline for receipt of proposals.

1.2 NONDISCRIMINATION

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.

1.3 PROPOSAL CHECKLIST

This checklist is provided for your convenience and assistance in preparing your proposal.

- Four** completed signature page of this RFP. (Page 2)
- Four** completed SOLICITATION REGISTRATION FORM. (Page 32)
- Four** completed OFFERORS INFORMATION PAGE. (Page 28 and 29)
- One** completed PRICE OFFER PAGE in a **separate** sealed and marked envelope. (Page 30 and 31)
- Four** set of photographs showing the exterior and interior of the housing unit you're proposing i.e. front and rear main entrances, bathroom, living room, dining room, bedrooms, kitchen and utility rooms.
- Four** sketch of the floor plan layout.
- If applicable, proof of qualification for Alaska Bidder's Preference and any other preferences claimed.
- Evidence of an Alaska Business License.

2. STANDARD TERMS AND CONDITIONS

2.1 AUTHORITY

This Request for Proposal (RFP) is written in accordance with AS 36.30 and 2 AAC 12.

2.2 DEFINITION OF OFFEROR

The offeror, as referenced under AS 36.30.210(e), AS 36.30.250 or AS 36.30.170(b), is the entity who will be bound to perform under the lease, that result from this RFP. An agent who is authorized by the offeror to act on their behalf may submit a proposal for the offeror, but cannot be considered as the offeror. If an agent is submitting a proposal on behalf of an offeror,

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evidence must be provided upon request that the agent's authority is in effect on the RFP closing date. Acceptable evidence includes a notarized letter signed by the owner or a principal of the owner authorizing the agent to bind the owner to the proposal. Retroactive evidence of authorization of the agent on behalf of the offeror is not acceptable.

2.3 REQUEST FOR PROPOSAL REVIEW

Offerors should carefully review this solicitation for defects. Comments must be made in writing and received by the procurement specialist before the date set for RFP closing. This will allow time for an amendment to be issued, if one is required. It will also help prevent the opening of a defective solicitation and exposure of offerors proposal 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 specialist, prior to the deadline for receipt of proposals in writing.

Do not put the Request for Proposal number and closing date on the envelope of a request for information. Envelopes with the Request for Proposal number annotated on the outside will not be opened until after the scheduled closing date. Offeror's written comments should be sent to the Procurement Specialist at:

State of Alaska Department of Public Safety
Division of Administrative Services
Attn: Benhur Kothapalley
4805 Doctor Martin Luther King Jr. Avenue
Anchorage, Alaska 99507
benhur.kothapalley@alaska.gov

Questions must be directed to the procurement specialist at the Anchorage office of the Division of Administrative Services, Department of Public Safety at phone (907) 269-0599. There are generally two types of questions. The first type is a question that can be answered by directing the questioner to the specific section of the RFP where the information is found. Response to these questions may be given over the telephone, but are limited to directing the questioner to a portion of the RFP that can then be read by the questioner. The second type is a question that would require the procurement specialist to clarify or interpret part of the RFP or its intent. Response to the second type of question will not be given except in writing via amendment to the RFP.

2.4 SOLICITATION FORMS

Offerors should complete and attach the forms provided in this solicitation to their offer.

2.5 SUBMITTING OFFERS

Oral proposals, faxed, or emailed proposals are not acceptable.

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ONE copy of the **PRICE OFFER PAGE** should be submitted in a **SEPERATE** sealed envelope marked **PRICE OFFER PAGE** with the RFP number on the outside of the envelope.

FOUR copies of the **REMAINDER OF THE OFFER** including photos and floor plan layout should be submitted by hand delivery or in a sealed envelope or container marked as below.

Offeror's Return Address

State of Alaska
Department of Public Safety
Division of Administrative Services
Procurement and Supply Section
Attention: Benhur Kothapalley
4805 Doctor Martin Luther King Jr. Avenue
Anchorage, Alaska 99507

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2.6 LATE OFFERS

Late offers are offers that are received after the time and date set for the Request for Proposal closing. Late offers will not be accepted per 2 AAC 12.250.

2.7 PROTESTS

An offeror may protest the award of a lease or the proposed award of a lease. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with AS 36.30.550 - 36.30.615.

2.8 PREPARATION FOR OCCUPANCY

In preparing the space for occupancy under the lease resulting from this RFP, the offeror and its contractors and subcontractors must comply with all applicable federal, state, and local regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state and local taxes. In the absence of local regulations, State codes shall apply. Minimum requirements established in this RFP shall not be construed as lowering the standard established by local regulations, and when local regulations and codes contain more stringent provisions, they shall govern. The successful offeror shall be responsible for obtaining all permits.

2.9 FIRM OFFER

For the purpose of award, offers made in accordance with this RFP must be good and firm for a period of ninety days from the date of closing for receipt of proposals in response to the RFP.

2.10 CONFLICT OF INTEREST

An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

2.11 ASSIGNMENTS

Assignment of rights, duties, or payments under a contract resulting from this RFP is not permitted unless authorized in writing by the State of Alaska, Department of Public Safety, Division of Administrative Services. Offers that are conditioned upon the State's approval of an assignment will be rejected as non-responsive. The lease and all covenants, provisions and conditions of the lease will inure to the benefit of and be binding upon the successors and assigns of the Lessor.

2.12 AMENDMENTS TO THE REQUEST FOR PROPOSAL

Should the Division of Administrative Services consider it necessary to revise any part of this RFP, a written amendment will be provided to all potential offerors who are registered for this particular RFP with the Division of Administrative Services. To register, offerors must email a Solicitation Registration form to the procurement specialist at benhur.kothapalley@alaska.gov. The Solicitation Registration Form is located at the end of this solicitation.

2.13 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

In the event this RFP or lease is canceled or terminated, the State shall not be responsible for any preparation costs incurred by the offeror.

2.14 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.

2.15 PROPOSAL REJECTION

The State reserves the right to reject any, or all, proposals, and to waive defects or minor informalities.

2.16 HINDRANCE TO PUBLIC MISSION

The State reserves the right to reject any offer of a building which by virtue of its location, close environs or any other factors, could in the State's reasonable judgment be predicted to create a substantial hindrance to a tenant State agency's mission.

2.17 DELIVERY AND CONDITIONS OF PREMISES

The term "ready for occupancy" requires the space to meet all the requirements of the RFP. Note: Lessor must comply with Section 3.3 Pre-Occupancy Requirements, (including delivery of required documents prior to acceptance and occupancy). The State reserves the right to determine when the space is ready for occupancy.

2.18 FORCE MAJEURE

The lessor is not liable for the consequences of any failure to perform, or default in performing, any of its 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 lessor. 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; or strikes.

2.19 OFFER RESPONSIVENESS CRITERIA

Offers will initially be reviewed to assure compliance with the following minimum responsiveness requirement:

- (A) Offers must be received by the deadline for closing of the Request for Proposal.
- (B) Offeror must submit with the offer, or upon request by the State, a parking layout plan that indicates the total number and location of each parking space the Offeror plans to provide.

Prior to the award of a lease, 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 of 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 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;

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- (E) A sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

2.20 RFP SCHEDULE

- Issue RFP: September 6, 2017
- Deadline for Receipt of Proposals: September 28, 2017 @ 1:30 p.m. (AKST)
- Proposal Evaluation Committee complete evaluation: Week of October 9, 2017
- State of Alaska Issues Notice of Intent to Award a Lease: Approximately October 18, 2017
- State of Alaska issues Lease: Approximately November 15, 2017
- Lease Start: No Later Than November 15, 2017

2.21 APPLICATION OF PREFERENCES

The offeror should submit with its offer or upon request, a certification of its qualification for any bidder preference, if the offeror wishes to claim the preference.

- (1) 5% Alaskan Bidder Preference, 2 AAC 12.260 & AS 36.30.170. For purposes of evaluating price, the proposed price of an Offeror who qualifies as an Alaskan Bidder shall be reduced by 5%. The preference will be given to an Offeror who:
- (a) holds a current Alaska business license;
 - (b) submits a proposal for leased space, goods or services under the name on the State of 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;
 - (e) is a sole proprietorship and the proprietor is a resident of the State;
 - (f) is a limited liability company organized under AS 10.50 and all members are residents of the State;
 - (g) is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the State, or;

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- (h) if a joint venture, it shall composed entirely of entities that qualify under (a)-(d) of this subsection.
- (2) Alaskan Offeror's Preference: AS 36.30.250 & 2 AAC 12.260(e) provides Alaskan Offeror's a 10% overall evaluation point preference. This preference will be added to the overall evaluation score of each Alaskan Offeror. Each Alaskan Offeror will receive 10% of the total available points added to their evaluation score as a preference.
- (3) Certain preferences apply to all contracts, regardless of their dollar value. The Alaskan Bidder and Alaskan Offeror preference are the most common preference involved in the leasing 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 Services Website:

<http://doa.alaska.gov/dgs/policy.html>

- Employment Program Preference - AS 36.30.170(c)
- Alaskans with Disability Preference - AS 36.30.170(e)
- Employers of People with Disabilities Preference - AS 36.30.170(f)
- Alaska Veteran's Preference – AS 36.30.175

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50% or more of their employees being disabled. A person must be on this list at the time the offer is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the Employment Program Preference, Alaskans with Disability Preference, or Employers of People with Disabilities Preference described above; an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the Procurement Specialist a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The Offeror's failure to provide the certification letter mentioned above with the proposal will cause the State to disallow the preference.

3. LEASE PROVISIONS

3.1 LOCATION

King Salmon, Alaska. Dwelling must be easily accessible by motor vehicle roadway.

3.2 DATE OF OCCUPANCY

Occupancy is required No Later Than November 15, 2017. The State of Alaska reserves the right to change the “No Later Than” date to correspond with terms of the current expiring lease. Compliance to all parts of this RFP will be required prior to occupancy.

3.3 PRE-OCCUPANCY REQUIREMENT

The space shall be delivered ready for occupancy on the date required under the award of this lease. The term “ready for occupancy” requires the space to meet all the requirements of the proposal document and receive a Certificate of Occupancy (where applicable) from an appropriate building official. If the jurisdiction in which the premises are located does not provide a Certificate of Occupancy, the state may at its own discretion require an occupancy inspection in lieu of the Certificate of Occupancy. The state reserves the right to determine when the space is ready for occupancy. If new construction is offered, incremental completion, inspection and occupancy of individual units may be considered by the state with a commensurate adjustment to the lease.

3.4 INITIAL TERM OF LEASE

Approximately **Five years** from date of occupancy.

3.5 RENEWAL

The State shall have the sole option to **renew the lease for five additional one year periods**. The renewal options shall be exercised solely by the State giving the lessor 30 day’s written notice prior to the expiration of the term.

3.6 RIGHT TO USE

The State shall have the right to use said premises for rural trooper housing.

3.7 LEASE PAYMENTS

The lease payments shall be payable on the first day of each and every month of the lease term. Payment for any partial month’s occupancy shall be pro-rated, based on a thirty day month.

The State of Alaska has implemented the State of Alaska Payments Program using the Financial Electronic Data Interchange (EDI) process to enable the electronic transfer of payments directly to a lessor’s bank account. The program is designed to transmit payments to lessors more quickly and effectively, and eliminates the possibility of lost/stolen warrants. The successful offeror will be sent an EDI Authorization Agreement and information related to the process when this contract is awarded.

3.8 LEASE AGREEMENT

The Lease Agreement will be prepared by the State and will include this RFP, including amendments, and is binding upon the lessor and the State and their respective agents and assigns. Time is of the essence in executing the Lease Agreement.

3.9 LEASE IS RECORDABLE

The lessor and State agree to provide such signatures and documentation as will be necessary to record the lease as an encumbrance against the real property on which the lease space is situated

3.10 COSTS TO BE BORNE BY THE OFFEROR

Offerors are required to include as part of the lease consideration: Make all repairs and do whatever is necessary to keep the premises in a fit and habitable condition during the continuance of this lease or any renewal or extension thereof. Furnish year round road maintenance from the end of the lessor owned driveway, easement or access road to a primary or secondary road maintained year round by the State of Alaska, Department of Transportation, or other governmental body. The road maintenance shall include any and all grading, graveling, sanding for ice, snow removal, ditching and other maintenance required to maintain any access roads in a smooth, safe, passable condition free of mud, ruts and snow.

3.11 COSTS TO BE BORNE BY THE STATE

Pay for all utilities, including heating fuel, electric, water, garbage service, snow removal on driveway and decks, and sewage disposal without additional cost to the Lessor.

3.12 ADJUSTMENTS

Adjustments in the lease rate may be made if requested in writing by the Lessor at least thirty days prior to the effective date of the adjustment. Request must be made annually only. Such adjustments may be made annually to reflect the changes in the Lessor's variable costs, and defined as all operational cost other than debt service and profit. Operational costs, for purposes of the lease resulting from this RFP, are equal to thirty-five percent of the Base Monthly Lease Rate, First Half, 238.782.

The monthly lease rate may be adjusted after one year from the date of occupancy and each year thereafter. If the date of occupancy is not the 1st day of the month, the adjustment will be effective the 1st day of the following month. Such adjustment will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index, for All Urban Consumers, All Items, and (CPI-U) Anchorage Area.

The Base Monthly Lease Rate is the MONTHLY COST shown on the PRICE OFFER PAGE.

The formula is expressed as:

$[(35\% \times \text{Base Monthly Lease Rate}) \times \% \text{ change in CPI}] + \text{Base Monthly Lease Rate} = \text{Adjusted Monthly Lease Rate.}$

If the index is discontinued or revised during the term of the lease, such other governmental indices or computations with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised.

Retroactive adjustments will not be allowed.

3.13 MOVING COSTS

The Lessor shall be responsible for any moving costs associated with moving the occupant or the occupant's household goods during maintenance/repairs or Lessor renovations that require household good moves in the performance of the work. If the building becomes un-tenantable and the occupant must move with their household goods, the lessor is responsible for the moving costs to the temporary location and the cost to return to the leased building when the building becomes tenantable again.

3.14 RENOVATION

At least every five years of occupancy at the request of the State, the lessor shall renovate the space awarded in this RFP by refurbishing, refinishing, or replacing all damaged or worn finishes including: floors, walls, ceilings, window coverings/paint or built-in building furnishings and fixtures.

Specifications for the materials must comply with Section 4. Building Requirements

Lessor is responsible for all costs associated with the renovations, including moving expenses of all fixtures, furniture, and equipment. Lessor shall provide moving boxes, tape and labels if requested by State. Lessor is required to provide State with a detailed schedule of the planned renovation project for its review and approval.

If the lessor fails to respond to the State's renovation request within thirty days, the State reserves the right to hire competent workers to accomplish such renovation(s) at the lessor's expense.

The State also reserves the right to extend the above time periods if the conditions are in the opinion of the State found to be still in acceptable condition.

3.15 FIRE PREVENTION

The lessor shall maintain the building and space occupied in keeping with good fire prevention practices. The State reserves the right at reasonable times to enter and make fire prevention and fire protection inspections of the building and space occupied. If any fire hazard is detected through inspection of the building and space occupied, the detected fire hazard shall be corrected by the lessor promptly, and at no expense to the State. Furnish two ABC fire extinguishers, a 2 1/2-pound mounted in kitchen and a 5 pound mounted in boiler room.

3.16 ACCIDENT HAZARD

The lessor shall maintain the building free of structural or mechanical hazards. If any accident hazards relative to the structure or building operating equipment are detected through inspections of the space, the hazards shall be corrected by the lessor promptly, and at no expense to the State.

3.17 INTERRUPTION OF UTILITIES AND SERVICES

In the event, that in the reasonable judgment of the State, the lawful enjoyment of the leased space is threatened by the interruption or severance of utilities and services provided hereunder by the lessor, and when such interruption or severance is due to deliberate, or negligent, or tacitly negligent act of the lessor, the State shall have the right to bind such utilities and services as are threatened, in the name of the State. The State shall be free to deduct from the lease payments the costs of such utilities and services, together with all necessary deposits and the State's actual administrative costs necessary to procure the utilities and services.

3.18 MAINTENANCE AND REPAIR

The lessor shall assume sole responsibility for the maintenance of the demised premises. This responsibility encompasses keeping the premises in good repair and tenable condition and maintaining the premises in conformity with the original solicitation document. The term "repair" includes repairs of any type including but not limited to exterior and interior, structural and nonstructural, routine or periodic, except as in case of damage arising from the negligence of the State's agents or employees. The lessor agrees that after reasonable notice in writing by the State to the effect that the repair, maintenance, or service obligations as specified herein for the demised premises have not been satisfactorily fulfilled; the State can then obtain competent workers to correct the deficiencies. The lessor shall pay all related costs either by direct payment or by the State making the payment to the workers and reducing the rent accordingly.

Lessor must provide the State access to all areas of the building, including, but not limited to, mechanical, electrical, and plumbing systems; the roof; areas above the ceiling; and janitorial closet(s) for the purpose of inspection, and if warranted, testing by the State and its consultants.

Lessor must clean all of the HVAC system every five years to include: air ducts, coils, drain pan, registers, grills, air plenum, blower motor and assembly, heat exchanger, air filter, air cleaner, etc. This task must be accomplished by the home owner or licensed contractor. Lessor must provide proof to the State this requirement has been completed upon request.

3.19 CASUALTY DAMAGE

The lessor is responsible for the accomplishment and cost of any building alterations that may be required to correct any casualty damage. If said facilities or any part thereof are rendered untenantable, a proportionate part of the rent, according to the extent of such untenantability, will be abated and suspended until said premises are again made tenantable and restored to their former condition. If said premises are made tenantable again within thirty calendar days, the State will return to the facility. In the event lessor fails to correct casualty damage within thirty calendar days then State will have the right to (1) terminate the lease or (2) hire competent workers to correct such damage. The State shall have the right to offset the sum it expends in performing such work against the next installment(s) of rent coming due within this lease.

3.20 COMPLIANCE WITH LAWS

All building and site improvements shall conform to all applicable federal, state and local laws, ordinances, codes and regulations including occupational health and safety regulations.

The lessor will be responsible for the accomplishment and cost of any building alterations which may be required to correct violations of all applicable federal, state and local laws, codes, ordinances and regulations.

3.21 TENANTABILITY

Facilities provided must be tenantable and comply with all laws pertaining to tenantability and the performance of this provision.

If the premises or any part thereof are rendered un-tenantable by casualty or declared un-tenantable by a regulatory agency, public official or a Director of the Department of Public Safety, a proportionate part of the rent, according to the extent of such un-tenantability, will be abated and suspended until the premises are again made tenantable and restored to their former condition.

If the premises or a substantial part thereof are rendered un-tenantable and remain so for a period of thirty days, the State may, at its option, terminate the lease by written notice to the Lessor. This thirty day period shall not be so restrictively construed that the State is bound to remain in the leased facility if the State's business cannot be safely executed. The State's determination shall be binding regarding tenantability. If un-tenantable conditions are determined to exist, the State has the right to move elsewhere.

If the premises are made tenantable again within the thirty day period, the State will return to the facility. The State has the right to recover any excess costs, over the abated lease payments, occasioned by relocation due to such un-tenantable conditions.

In the event the Lessor fails to correct damage or violation(s) within the thirty day period the State will have the right to terminate the lease, or will have the option of hiring competent workers to correct the damage or violation(s). The lessor will bear the cost of all such labor and materials. The lessor agrees that damage or violations corrections performed by the State will not be construed to constitute a breach of the terms of this RFP and the subsequent lease.

3.22 PEACEFUL OCCUPANCY

If the State shall pay the rent as provided by the lease; and shall keep, observe and perform all of the other covenants of the lease by it to be kept, performed and observed, the State shall and may peaceably and quietly have, hold, and enjoy the premises for the term of such lease.

3.23 PAYMENT DEFAULT

If the State shall at any time be in default in the payment of rent or in the performance of any of the terms of the lease, and shall fail to remedy such default within sixty days after written notice

thereof from the lessor, it shall be lawful for the lessor to enter upon the premises and repossess and enjoy the same as if the lease and everything therein contained on the part of the lessor to be done and performed shall cease and terminate without prejudice, however, to the right of the lessor to recover from the State all rent due up to the time of such entry. In case of any default and any entry by the lessor, the lessor may re-let the premises for the remainder of the term for the highest rent obtainable and may recover from the State any deficiency between the amount so obtained and rent specified by the lease.

3.24 HOLDING OVER

Prior to the lease expiration, the State will provide a sixty day written notice to the lessor, informing the lessor the lease will be in hold over status, for a period up to six months, at the same monthly lease rate. Continued tenancy after the initial six month period shall be at current market rate for a maximum additional period of six months. After a combined hold over period of one year tenancy shall be construed to be a month-to-month at market rate as determined by the State's broker. All other terms and conditions specified by the lease remain the same.

3.25 FISCAL NECESSITY – NON-APPROPRIATION OF FUNDS

The fiscal year for the State of Alaska is a twelve-month period beginning July 1 and ending June 30 of the following calendar year. Lease payments from the State are subject to annual appropriation of funds by the Alaska State Legislature. After the initial fiscal term of the lease, the State has the right to terminate this lease in whole, or in part, if (1) the Alaska State Legislature fails to appropriate funds budgeted for continuation of this lease, and/or (2) the Alaska State Legislature fails to appropriate funds to the occupying agency(s) that results in a material alteration or discontinuance, in whole or in part, of the occupying agency(s)' programs. The termination of the lease for fiscal necessity and non-appropriation of funds under this section shall not cause any penalty or liability to be charged to the State, and shall not constitute a breach or an event of default by the State.

3.26 SECURITY REQUIREMENT

The State may request fingerprints, Department of Public Safety background clearance or conduct other investigations of the lessor, lessor's employees or employees of contractors and subcontractors performing work within the space occupied by the State. Should such request be denied or unfulfilled within ten days, the State has the right to terminate the lease or prohibit access of leased space to lessors, employees, contractors and subcontractors. Should this refusal of access limit routine maintenance or janitorial services to the State, the State has the right to employ such services independent of the Lessor and to deduct the cost of services from lease payments. The State at its discretion may limit or deny access to individuals in which they deem could be a security risk to the State, its employees, or its mission.

3.27 STATE'S RESPONSIBILITIES

The State will:

- (1) use and occupy the premises in a careful and proper manner,

- (2) not use or occupy the premises for any unlawful purposes,
- (3) not assign the lease nor underlet the premises or any part thereof, without the written consent of the lessor provided, however, that such consent shall not be unreasonably withheld,
- (4) not use or occupy the premises or permit the same to be occupied for any purpose or business deemed hazardous or in any way unsafe,
- (5) make no alterations or additions in or to the premises without the written consent of the Lessor, which consent shall not be unreasonably withheld,
- (6) pay monthly rent as stipulated herein,
- (7) leave the premises at the expiration or prior to termination of the lease or any renewal or extension thereof, in as good condition as received, or in which modified by or approved by the lessor, excepting reasonable wear and tear, and/or loss or damage caused by fire, explosions, earthquake, acts of God, other casualty, or as provided for in the HOLD HARMLESS paragraph,
- (8) and permit the lessor to enter the leased premises at reasonable times to examine the conditions of same.

3.28 HOLD HARMLESS

The lessor shall indemnify, hold harmless and defend the State from and against any claim of, or liability for error, omission or negligent act of the lessor under this agreement. The lessor shall not be required to indemnify the State for a claim of, or liability for, the independent negligence of the leasing or the occupying agency. If there is a claim of, or liability for, the joint negligent error or omission of the lessor and the independent negligence of the leasing or the occupying agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Lessor" and "the State", 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 leasing or the occupying agency's selection, administration, monitoring or controlling of the lessor and in approving or accepting the lessor's work.

3.29 "HANDYMAN" STATUTE REQUIREMENTS

The lessor shall ensure compliance with Alaska Statute 08.18 governing contractor licensing, insurance and bonding requirements.

http://www.legis.state.ak.us/basis/get_bill_text.asp?hsid=SB0193Z&session=28

4. BUILDING REQUIREMENTS

The residential building shall comply with all state, city, local codes and amendments for the following:

- Electrical
- Mechanical
- Plumbing
- Waste water disposal
- Regulations of the State Fire Marshall

4.1 TYPE OF BUILDING

The space proposed shall be in a building of sound and substantial construction. The building and the area in which it is located shall be clean and free from objectionable odors, vermin, rodents, or other conditions which, in the opinion of the State, will be detrimental to agency operation. The State shall have the right to withhold rent if building is substandard and lessor fails to make corrections after thirty day written notice. The State's opinion shall be binding.

GENERAL REQUIREMENTS:

1. A unit must contain at least three bedrooms.
2. A handrail is required for four or more steps, including landings.
3. All outside porches must have railings if they are more than 30 inches from the ground.
4. All outside area accessible by the tenant family must be free from debris and hazardous materials (i.e., broken glass, old refrigerators, used car batteries, dilapidated buildings, abandoned vehicles, low-hanging electrical wires, hazardous waste dumps, open sewers, etc.).
5. The roof and outside coverings must be weather-tight.
6. Windows and doors that can be reach from the outside (i.e., adjacent roofs, stairs, fire escapes) must lock properly. All window cranks must be present.
7. All smoke alarms must comply with state law and be in working order.
8. Operable carbon monoxide (CO) detectors as prescribed by Alaska Statute 18.70.095.
9. There must be no leaking pipes or faucets in the kitchen, bathrooms(s), or utility room.
10. Hot and cold running water must be present.
11. The water heater must have an overflow valve and a properly attached discharge line directed near or through the floor.
12. All water heaters must be shielded from the living area.

KITCHEN REQUIREMENTS:

1. Kitchen must be furnished with a stove (electric or gas burner), refrigerator, dishwasher and a microwave.
 - a. All stove burners must work.
 - b. All stove knobs must be present.
 - c. The fan and light in the hood must work (if present).
 - d. The seal on the stove must be in good condition.
 - e. The refrigerator must be the proper size relative to the tenant family size.
 - f. The refrigerator must consist of two or more compartments with at least one of the compartments designed for the refrigerated storage of food and designed to be capable of achieving storage temperatures above 32° F (0° C) and below 39° F (3.9° C), and with at least one of the compartments designed for the freezing and storage of food at temperatures below 8° F (-13.3° C) which may be adjusted by the user to a temperature of 0° F (-17.8° C) or below. The source of refrigeration requires single phase, alternating current electric energy input only.
 - g. Refrigerator seals must be in good condition.
 - h. A dishwasher must have a capacity equal to or greater than eight place settings plus six serving pieces.

The dishwasher must drain properly and all seals must be in good condition.

4.2 WINDOW COVERING

Interior relites and all outside windows that provide visibility into the lease space from any areas outside of the lease space or outside of the building, including common area corridors or other building occupants' lease space or operating areas, shall be equipped with State approved drapes, blinds, shades or other material ready for use with all necessary hardware. Operation of window coverings and hardware shall be accessible to the tenant. Window coverings shall reduce glare and have an openness factor no greater than 5%. Window covering shall be of good quality and appearance matching the decor of the space and shall adequately reduce incoming heat and light to a comfortable level.

4.3 FLOOR COVERING

All floors shall be covered with carpet except for the floors in the entry, laundry and restrooms, which shall be resilient flooring or ceramic tile.

4.4 PAINTING

All exposed surfaces shall be finished to acceptable standards.

Painted surfaces must meet HUD-specified lead-based paint requirements.

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Paint for interior walls shall consist of a minimum of one coat of primer with volatile organic compounds (VOC's) less than .9 lbs. per gallon plus two coats of acrylic interior paint with VOC's less than 1.0 lbs. per gallon. Color preferred is off white (other colors may be considered if acceptable by the State).

Paint for interior doors and trim shall consist of a minimum of one coat of acrylic latex primer with VOC's less than .9 lbs. per gallon plus two coats of acrylic semi-gloss interior paint with VOC's less than 1.3 lbs. per gallon.

4.5 DOOR HARDWARE

All doors shall be equipped complete with all necessary hardware. All doors that open into public corridors or space shall be furnished with deadbolts that are internally connected to the latch. Doors that are operable with a "one step" process preferred. Except as noted, locks on all entry doors, private office doors and other secure space doors shall be master keyed. Two copies of all exterior and interior keys are required.

The Lessor will allow the State the option of installing and using keypad door locks at the State's expense. At the end of the lease, the State will be responsible for the removal of the keypad door locks.

4.6 ELECTRICAL REQUIREMENTS

Power Distribution: The power distribution system serving the leased space shall include distribution equipment to provide 120 volt single phase, and 208 volt or 240 volt single phase power. Receptacle loads, branch circuits, panel boards and feeder loads shall be calculated in accordance with the National Electric Code.

Switching: Individual switching shall be provided for each room or area. Switches shall be located inside the lighted space, adjacent to the entry, accessible with doors open or closed. All light switches must have unbroken cover plates.

Electrical Outlets: Unless otherwise specified, each room should have a minimum of two outlets per room. All electrical outlets must have unbroken cover plates. If the outlet is disconnected, it must be covered.

Documentation: The Lessor shall post an up to date floor plan at each circuit breaker panel with labeling to correspond to individual circuit breaker labels.

General Requirements:

1. No bare wires, hanging switches, or light fixtures hanging by electrical wires are acceptable in any room accessible by the tenant family including garages, utility rooms, and common areas.
2. All permanent light fixtures will be tested.
3. All outdoor plug-ins must comply electrically and have functional covers.

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Electrical Requirements for rooms:

Living Room	Two outlets <u>or</u> one outlet and one permanent light fixture.
Kitchen	One electric outlet <u>and</u> one permanent ceiling or wall light fixture that works.
Bedroom(s)	Two outlets <u>or</u> one outlet and one permanent light fixture.
Bathroom(s)	One permanent light fixture.
Other Rooms	One electric light fixture <u>or</u> outlet.

4.7 MANUFACTURERS' RECOMMENDATION REQUIREMENT

All equipment installed shall be in accordance with Federal, State and local governing authority regulations and in accordance with the intended manufacturer purpose and recommended installation instructions.

4.8 ENVIRONMENTAL & LIFE/SAFETY

Lessor agrees to provide a space free from all environmental and life / safety hazards. Lessor agrees that the premises will be in compliance with applicable health and safety standards set forth by OSHA, EPA, and the CDC.

If at any time throughout the tenancy of the lease, and environmental, health, or safety hazard is suspected or identified, the State will provide written notice to the lessor. The lessor agrees to take corrective action to investigate, test and remedy the suspected identified hazard within five business days. If the reported hazard cannot be corrected within five days, the lessor shall within the same five days provide the State with a written plan and timeline for correcting the hazard. If after the sixth working day the lessor has not corrected the hazard or provided a plan and reasonable timeframe for remediation, the State reserves the right to obtain competent workers to remediate the hazard. The lessor shall pay all related costs either by direct payment or by the State making the payment to the workers and reducing the rent accordingly. If work is not completed and corrected to the States satisfaction within thirty days, the State may elect to withhold rent until corrected.

4.9 HEATING

A system shall be provided to maintain a uniform temperature between 68 degrees and 72 degrees. The temperature shall be maintained throughout all areas with the exception of the garage (if required).

If the temperature is not maintained within the 68 degree to 72 degree range for a period of more than one working day, the lessor shall upon receipt of a written complaint from the State, provide suitable temporary/auxiliary heating or cooling equipment to maintain the temperature in the specified range.

If such temporary/auxiliary equipment is necessary to meet normal weather conditions for more than ten consecutive working days, the lessor will, no later than the eleventh working day, initiate a diligent effort to rectify the deficiency and forward a detailed schedule to the State.

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If after thirty consecutive working days the temporary/auxiliary equipment is still necessary to meet normal weather conditions, the State shall be free to hold the lessor in default in accordance with the provisions of this RFP, and seek other space.

“Working days” for the purposes of this section is defined as, days normally scheduled by the State as open for the conduct of State business.

The furnace must:

1. Be adequate and free from debris and fire hazards.
2. Have a manual shut-off.
3. Be properly vented.

4.10 VENTILATION

The living room, bedroom(s) and kitchen shall provide windows that open and lock for ventilation. Windows equipped with screens that cover entire opening are preferred. The kitchen shall be equipped with a range hood that is installed in accordance with industry standards and governing regulations.

Window requirements for rooms:

Living Room	One window - not required to open.
Kitchen	If there is a window and it is designed to open, it must open, close and seal.
Bedroom	One window – it must open if designed to open, close, and seal.
Bathroom(s)	A window that opens or a working exhaust fan.
Other Rooms	All rooms must have a means of natural or artificial illumination.

4.11 PARKING

Parking shall be located within one-hundred feet walking distance of main housing entrance using main pedestrian routes such as sidewalks. Routes using alleyways and/or other private property are not acceptable nor are the routes that could pose a danger to pedestrians.

The location proposed will have two parking spaces to accommodate a minimum of two full size pickup trucks.

On site or street parking will be accepted if authorized by local authorities.

All parking shall be of sufficient size to allow proper parking of the required number of vehicles and shall have a hard and well-drained surface.

5 AWARD CRITERIA

5.1 METHOD OF AWARD

Award will be accomplished in two stages:

- In the first stage, the Evaluation Committee will assign points to those offers that are deemed responsive by the procurement specialist. The Evaluation Committee may conduct an onsite inspection of the building or site proposed. Upon completion of the evaluation scoring by the Committee, the procurement specialist will open the PRICE OFFER PAGE and calculate allotted points for all offers. The procurement specialist will then prepare a summary of the evaluation process and scoring.
- In the second stage, an offeror whose offer is considered reasonably susceptible of award may be given the opportunity to discuss their proposals with the Evaluation Committee at the discretion of the procurement specialist. The evaluation of an offer may be adjusted as a result of a discussion under this section. The conditions, terms or price of the proposed contract may be altered or otherwise changed during the course of the discussions 2 AAC 12.290. The procurement specialist may limit discussion to specific sections of the Request for Proposal. If during discussions there is a need for any substantial change in the Request for Proposal, the Request for Proposal must be amended to incorporate the change. Any oral modification of an offer shall be reduced to writing by the offeror (2 AAC 12.290). If discussions are held, the procurement specialist shall set a date and time for the submission of best and final proposals. If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's previous proposal is considered the offeror's best and final proposal (2 AAC 12.290). If best and final proposals have been requested, final evaluations will be conducted (2 AAC 12.290). At the conclusion of the final evaluation the highest ranked Offeror will be considered the prospective awardee.

5.2 EVALUATION OF PROPOSALS

The process of evaluation is based on factors defined in this RFP. The procurement specialist will chair the Evaluation Committee and will appoint additional members.

Evaluation Committee members will exercise independent judgment and base their evaluation on the evaluation criteria set out in this RFP. In exercising independent judgment, Evaluation Committee members may take into consideration their personal knowledge and experiences.

Offeror's shall not contact any member of the Evaluation Committee other than the procurement specialist.

If any scores are tied, the offeror submitting the lowest TOTAL PRICE OFFER after application of applicable preferences will prevail. If proposals are tied in scoring and in TOTAL PRICE OFFER after application of applicable preferences, a random drawing will break the tie.

5.3 EVALUATION FACTORS

The evaluations of offers are described below:

Price: Shall consist of the TOTAL PRICE OFFER. The lowest TOTAL PRICE OFFER and applicable preferences will receive the maximum number of points allocated to price. **40 points maximum**

Exterior Environment and Condition: Evaluation of access by employees by vehicle (for example, on a major road; ease and safety of access to the building from a major road or highway, traffic lights, crosswalks and pedestrian access); Additional parking. Bus stop location and convenience, proximity or location in a major traffic pattern, location near other public services such as post office, restaurants and shopping; Evaluation of the exterior layout to include, condition of the siding and/or paint, condition of the roof, size of yard, size of driveway, condition of yard, ease of parking, availability of storage building(s) if offered, city sewer (most desirable) or septic system, city water (most desirable) or potable well water, neighborhood location (proximity to commercial or business operations less desirable). Attached garage with access to interior of offered space is more desirable. Two garage more desirable than one car garage or carport. **25 points maximum**

Interior Environment and Condition: Evaluation of the interior layout to include the size of kitchen, living room, bedrooms and restrooms; condition of flooring, walls, ceiling, heating, water heater, and any operating equipment and appliances. Wear of finishes, color of finishes and odors. Dwellings with more than three bedrooms will be ranked higher. Dwellings with more than one bathroom will be ranked higher. **25 points maximum**

Qualification as an Alaska Bidder: If the offeror qualifies as an Alaska Bidder, the offer will be granted 10 points. If the offeror is not qualified as an Alaska Bidder, the offer shall receive no points for this evaluation factor 2 AAC 12.260(e). **10 points or 0 points**

In the event that an offeror's response is deemed inappropriate or needs clarification, the State reserves the right to request such information from the offeror. If the information is not provided and/or is not justified, the offeror may be found to be non-responsive and the offer may be rejected.

6 OFFERORS INFORMATION (Page 1 of 2)

An offeror's failure to provide the following information will cause the State to consider the offer to be non-responsive and to reject the offer. Attach additional sheets if necessary.

Contact and Business Information:

Business Name _____

Mailing Address _____

Physical Address _____

Email Address _____

Phone _____ Cellular Phone _____ Fax _____

Tax ID Number _____ Alaska Business License _____

Does Offeror qualify for an Alaska Offerors Preference per 2 AAC 12.260(e)?

() Yes () No

Type of Ownership: (please check one)

- Sole Proprietorship
- Corporation
- Partnership
- Limited Liability
- Joint Venture
- Other (Please Describe) _____

Offered Space Information:

1. Physical Address _____

Recordable Legal Description (include Lot, Block, Town site, Plat, or U.S. Survey Number and Recording District)

OFFERORS INFORMATION (Page 2 of 2)

Ownership Information:

Is the space that is offered in the RFP owned by the offeror?

Yes No

If no, please list the Name, Address and Phone number of the Owner:

If the offeror is not the Owner, please describe the offeror's relationship with the Owner:

Is the Space that is offered in the RFP, leased by the offeror from the Building Owner?

Yes No

If the offeror is not the Owner, or has some type of agent relationship with the Owner, please provide and attach a copy of the Owner's Authorization.

Attachment Enclosed Yes No

6.1 **PRICE OFFER** (Page 1 of 2)

1. APPROXIMATE NUMBER OF USABLE SQUARE FEET PROPOSED BY OFFEROR _____ SQ. FT. HOW MANY BEDROOMS _____

NUMBER OF EXCLUSIVE USE PARKING SPACES INCLUDED IN THIS OFFER _____ GARAGE _____ CARPORT _____
--

DATE SPACE MAY BE OCCUPIED _____, 2017
--

\$ _____ X 60 Firm Term MONTHS = \$ _____
\$ _____ X 60 Renewal MONTHS = \$ _____
MONTHLY COST TERM & RENEWAL PERIODS
TOTAL LEASE COST \$ _____

Contact and Business Information:

Business Name _____

Contact Name _____

Phone _____ Email _____

Authorized Signature: _____ Date: _____

PRICE OFFER (PAGE 2 of 2)

Does Offeror qualify for an Alaska Bidder Preference per AS 36.30.170?

Yes No

Does Offeror qualify for an Employment Program Preference -AS 36.30.170(c)?

Yes No

Does Offeror qualify for an Alaskans with Disability Preference -AS 36.30.170(e)?

Yes No

Does Offeror qualify for an Employers of People with Disabilities Preference AS 36.30.170(f)?

Yes No

Does Offeror qualify for an Alaska Veteran's Preference -- AS 36.30.175?

Yes No

7 SOLICITATION REGISTRATION

SOLICITATION REGISTRATION FORM

To register with DPS Procurement & Supply Section for a solicitation please fill out the following information and e-mail to: benhur.kothapalley@alaska.gov. Please mark the proposal documents with: RFP 2018-1200-3784, King Salmon Rural Trooper Housing.

Note: Offerors are requested to register for each solicitation.

Solicitation Number: _____

Business Name: _____

Contact Name: _____

Mailing Address: _____

Phone: _____ Cellular: _____ Fax: _____

Email: _____