



**STATE OF ALASKA**  
**Department of Administration**  
**Shared Services of Alaska**  
**Leasing and Facilities Section**  
**550 West 7<sup>th</sup> Avenue, Suite 1960**  
**Anchorage, Alaska 99501-3558**

**INFORMAL REQUEST FOR PROPOSAL 2018-1200-3776**

THIS IS NOT AN ORDER

DATE ISSUED: **September 15<sup>th</sup>, 2017**

**Lease of usable heated hanger space plus required circulation for the Department of Public Safety, Alaska Wildlife Troopers in Fairbanks, Alaska.**

**This solicitation is a Small Procurement, authorized under AS 36.30.320, 2 AAC 12.400 (B) and 2 AAC 12.400 (E). Small Procurements need not be made through competitive sealed bidding or competitive sealed proposals but shall be made with competition that is practicable under the circumstances. This Small Procurement is applicable only to leased space that does not exceed 7,000 square feet.**

**OFFERS SHALL BE SENT VIA EMAIL to Matt Moya at [matt.moya@alaska.gov](mailto:matt.moya@alaska.gov) UNTIL 3:00 P.M. on October 16<sup>th</sup>, 2017. Faxed offers are not acceptable.**

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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 Shared Services of Alaska, Contracting Officer no later than ten (10) 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.

### **END OF SECTION**

## **STANDARD TERMS AND CONDITIONS**

## **2. REQUEST FOR PROPOSAL 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 Contracting Officer at least ten (10) days before the date set for Informal Request for Proposal 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 Offeror's 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 Contracting Officer, in writing, at least ten (10) days before the time set for opening.

Verbal questions must be directed to the Contracting Officer at the Anchorage office of the Shared Services of Alaska, Department of Administration at phone (907) 269-0304, fax (907) 269-0308 or TDD at (907) 375-7782.

### **2.1 LATE OFFERS**

Late offers are offers that are received after the time and date set for the IRFP closing. Late offers will not be accepted.

### **2.2 PROTESTS**

2 AAC 12.695 provides that an interested party may protest the content of the IRFP or the award of a contract.

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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."

An interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may file a written protest. The written protest must be filed with the Commissioner of the purchasing agency or the Commissioner's designee. The protester must also file a copy of the protest with the procurement officer. A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract. Written 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
- e. the form of relief requested.

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner's designee may assign the protest to the procurement officer or other state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner's designee may issue a decision sustaining or denying the protest, or may conduct a hearing using procedures set out in AS 36.30.670(b).

A written protest of the content of the solicitation must be received by the Commissioner or Commissioner's designee prior to the deadline for receipt of proposals. A written protest of the award of a contract must be received by the Commissioner or Commissioner's designee within ten days after the date the Notice of Award is issued.

## **2.4 PREPARATION FOR OCCUPANCY**

In preparing the space for occupancy under the lease resulting from this IRFP, 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. **Offerors should contact the State of Alaska, Department of Labor, Wage and Hours Administration, 907-269-4900, for information regarding State wage rate requirements.** In the

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absence of local regulations, State codes shall apply. Minimum requirements established in this IRFP 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.

## **2.5 FIRM OFFER**

For the purpose of award, offers made in accordance with this IRFP must be good and firm for a period of ninety (90) days from the date of IRFP closing.

## **2.6 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.

## **2.7 ASSIGNMENTS**

Assignment of rights, duties, or payments under a contract resulting from this IRFP is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Shared Services of Alaska. 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.

## **2.8 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

## **2.9 FINANCING**

The State will not participate in the financing of the leased premises by issuing revenue bonds, certificates of participation, or other instruments secured by the lease. The State will not approve financing secured by any lease that is obtained by the issuance to investors of municipal bonds, certificates of participation, or other instruments issued by the municipality or local governing authority.

Offerors shall provide with the offer, or within seven (7) calendar days of request by the State, evidence that adequate financing is available to deliver the premises as specified in the IRFP (i.e., conditional financing commitment or bank letter of credit, etc.).

Within thirty (30) days of acceptance of offer, the successful Offeror must provide the



State with evidence of a firm financing commitment to this project. Failure to provide this evidence within the prescribed time may be cause for default.

## **2.10 EXTENSION OF PRICES**

In case of error in the extension of prices, the unit prices in the offer will govern.

## **2.11 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.

## **2.12 DISCLOSURE OF PROPOSAL CONTENTS**

All proposals and other material submitted become the property of the State of Alaska and may be returned at the State's option. AS 40.25.110 require 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 will become public information after a Notice of Award is made.

Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the Contracting Officer does so, and if the Contracting Officer agrees, in writing, to do so. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for confidentiality.

## **2.13 PROPOSAL REJECTION**

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

## **2.14 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.

## **2.15 DELIVERY AND CONDITIONS OF PREMISES**

The term "ready for occupancy" requires the space to meet all the requirements of the IRFP. Note: Lessor must comply with Section 3.4 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

## **2.16 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.

## **2.17 OFFER RESPONSIVENESS CRITERIA**

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

- (A) Offers shall be received by the deadline for closing of the IRFP.
- (B) Offeror must submit with the offer a detailed floor plan of all areas of the proposed space. The plans shall show usable square footage of each room or area; shall be labeled to show all rooms and areas listed in this IRFP. Only one floor plan should be submitted with each offer.

Offerors wishing to have more than one floor plan evaluated independently are instructed to submit a separate proposal for each floor plan. Each proposal should include a separate floor plan which stands alone as an independent offer.

If an Offeror chooses to submit more than one floor plan with one offer, the State reserves the right to select only the floor plan deemed most advantageous by the State and score only that floor plan for the purpose of evaluating the offer.

- (C) Offeror must submit with the offer a plot plan of the proposed building.
- (D) Offeror must submit with the offer a parking layout plan that indicates the total number and location of each parking space the Offeror plans to provide.

Per AS 36.30.210 (e) the Offeror shall have a valid Alaska business license at the time the contract is awarded. A business license is defined, for the purposes of the Procurement Code, in 2 AAC 12.990. Evidence of a valid Alaska Business License must be provided upon request, in one of the following forms:

- (A) A canceled check for the business license fee;
- (B) A copy of a business license application with a receipt date stamp from the State's business license office;

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- (C) A receipt from the State's business license office for the license fee;
- (D) A copy of the Offeror's valid State of Alaska business license;
- (E) A sworn notarized affidavit that the Offeror has applied and paid for a business license.

**2.18 FOREIGN CONTRACTING**

By signature on this solicitation, the Offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement will cause the State to reject the bid proposal as non-responsive, or cancel the contract.

**END OF SECTION**

### **3. LEASE PROVISIONS**

#### **3.1 LOCATION**

Fairbanks International Airport, Fairbanks, Alaska.

#### **3.2 DATE OF OCCUPANCY**

Occupancy is required within Thirty (30) days after Notice of Final Award and Notice to Proceed. The State of Alaska reserves the right to change the "not sooner than" date to correspond with terms of the current expiring lease. Compliance to all parts of this IRFP will be required prior to occupancy including a Certificate of Occupancy (where applicable) from an appropriate building official, the ADA Facility Audit Affidavit and a Certificate of Insurance.

#### **3.3 PRE-OCCUPANCY REQUIREMENT**

Compliance with all parts of this IRFP will be required prior to acceptance and occupancy; including but not limited to, submittal of the following items to the State:

- a. Certificate of occupancy (where applicable) from an appropriate building official
  - b. State Inspection(s) (where applicable)
  - c. ADA Facility Audit Affidavit – provided by a licensed State of Alaska Architect
  - d. Certificate of Insurance
- As-Built drawings (Provide within thirty (30) days of occupancy)

#### **3.4 INITIAL TERM OF LEASE**

Approximately One (1) year from date of occupancy.

#### **3.5 RENEWAL**

The State shall have the sole option to renew the lease for five (5) additional one (1) year periods. The renewal option shall be exercised solely by the State giving the Lessor written notice prior to the expiration of the term.

#### **3.6 LEASE ADDITION / DEDUCTION**

At the State's discretion, available space may be added to the originally specified space through amendment to lease. This added space may be severable in whole or part from the original lease at no added costs, with a thirty (30) day written notice from the State to the Lessor.

### **3.7 HOURS OF OPERATION**

The State reserves the right to establish and maintain its own hours of operation during the life of the lease and any renewals. The Department of Public Safety personnel shall have access to the facility 24/7 for emergency response aircraft launch. Generally, State offices are open to the public from 8:00 a.m. to 5:00 p.m., Monday through Friday. The State reserves the right to change its hours of operation to accommodate needs of the public and the State at no additional lease costs. This may require the Lessor to provide full building functions during any change in hours of operation such as HVAC, lighting, electrical, etc. at no additional lease costs.

### **3.8 INGRESS AND EGRESS**

All space including common areas shall be available on a 24-hour day, seven (7) days a week basis. Elevator service, if required or available, must be at least on call or on automatic basis during other than regular building service hours.

### **3.9 RIGHT TO USE**

The State shall have the right to use said premises for aircraft storage, aircraft maintenance and repair and general storage of aircraft related equipment, parts, tools and miscellaneous general aircraft items, including without limitation, use by various agencies, corporations, departments, instrumentality's, other entities working in partnership with the State, and other offices of the State of Alaska. State shall not use said premises for any other use without the Lessor's consent, which shall not be unreasonably withheld.

### **3.10 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 (30) day month.

The State of Alaska has implemented the State of Alaska Payments Program using the Financial EDI (Electronic Data Interchange) 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.

### **3.11 LEASE AGREEMENT**

The Lease Agreement and its exhibits (See Attached Sample Exhibit A) will be prepared by the State and will include this IRFP, including amendments, and is binding upon the

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Lessor and the State and their respective agents and assigns. Time is of the essence in executing the Lease Agreement.

**3.12 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.

**3.13 COSTS TO BE BORNE BY THE OFFEROR**

Offerors are required to include as part of the lease consideration: all utilities except monthly recurring telephone, but including heating and cooling, ventilation, electricity, sewage, potable water, trash removal from the premises, snow and ice removal from walkways and parking areas, janitorial services and any and all other costs associated with the State's occupancy of the lease space.

**3.14 COSTS**

Unless otherwise provided, all requirements of the lease shall be furnished within the rent price and at no additional cost to the State.

**3.15 ACCESSIBILITY**

The Lessor certifies that the design and construction of the proposed space, and any subsequent alterations of the proposed space, shall meet the specifications of the 2010 Americans with Disabilities Act Standards for Accessible Design as published in the Federal Register on September 15, 2010, (hereafter referred to as the "2010 ADA Standards" or "Standards" on the date of occupancy; and throughout the entire occupancy of the State.

The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), as amended, defines the State of Alaska as a "public entity" subject to Title II of the ADA. The Lessor must provide space that meets ADA compliance as it applies to a public entity. In providing space that meets the Title II requirements, the Lessor does not have and will not attain the right to direct how, when or where program services are delivered.

The 2010 ADA Standards for state government consist of the Title II regulations at 28 CFR 35.151. State government facilities must follow the requirements of the 2010 ADA Standards, including both the Title II regulations at 28 CFR 35.151; and the 2004 ADAAG at 36 CFR part 1191, appendices B and D. In the few places where requirements between the two differ, the requirements of 28 CFR 35.151 prevail.

ADA compliance under Title II may be different or more stringent than the compliance requirements for commercial space. When providing space to the State under ADA

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compliance requirements, the **Lessor is aware of and will comply with the following additional requirements:**

- (1) Provide at least one (1) accessible entrance with a power door operator.
- (2) Provide at least one (1) accessible path of travel from an accessible entrance to primary function areas, including restrooms and drinking fountains.
- (3) Provide at least one (1) accessible restroom and drinking fountain per floor occupied by the State. Where it is technically infeasible to alter existing restrooms, a unisex restroom is permitted.
- (4) Provide ADA Standard compliant signage.
- (5) Provide accessible parking, where parking is provided.
- (6) Provide at least one (1) accessible passenger zone, where loading zones are required.
- (7) Provide at least one (1) accessible route connecting accessible parking and accessible parking zones to an accessible entrance.

Prior to occupancy by the State, the Lessor must furnish an ADA Facility Audit Affidavit from an architect registered to practice in the State of Alaska. The affidavit must be prepared **after the completion of any new construction or any alteration** of the existing space undertaken to respond to the IRFP. The ADA Facility Audit Affidavit must indicate that the proposed space complies with all the requirements of the 2010 ADA Standards **as further defined within the ACCESSIBILITY paragraph.**

The State's inspection and acceptance of the Lessor's space and alterations does not relieve the Lessor of responsibility for ADA Standards. The Lessor further agrees to pay the cost of any corrections that may be needed during the period of the State's occupancy for purposes of correcting deficiencies to meet the ADA Standards.

In the event the Lessor fails to correct deficiencies within a period of thirty (30) days from receipt of written notification, the State will have the right to terminate the lease; or, the State will have the option of correcting deficiencies by hiring competent workers, with the Lessor bearing the cost of all labor and materials. The State will have the right to deduct all of the costs incurred, including administrative costs, from the lease payment. The Lessor further agrees that deficiency corrections performed by the State will not be construed to constitute a breach of this lease.

### **3.16 ADA NONCOMPLIANCE**

As indicated above, the State is seeking space that is compliant but if no compliant with the 2010 ADA Standards, space is available, will consider non-compliant space. If non-compliant space is offered, the successful Offeror offering non-compliant space acknowledges that they are proposing space that does not fully comply with the specifications of the 2010 ADA Standards.

Should the State discover, any time during a lease resulting from this IRFP, that space meeting the ADA Standards is available, the Lessor grants the State the right to terminate the lease subject to the following conditions:

- (a) upon discovery, the State shall notify the Lessor, in writing, of its intent to relocate to the space that meets the ADA Standards;
- (b) the Lessor shall have ninety (90) days, or some other reasonable time period determined by the Contracting Officer, from receipt of said written notice, to make modifications that would bring the leased facility into full compliance with ADA Standards;
- (c) if the leased facility meets ADA Standards within the specified time, the lease shall not be affected, including no additional cost to the State resulting from the leased facility meeting ADA Standards;
- (d) if ADA Standards is not met within the specified time, the State shall commence to terminate the lease and shall be free to move to the space that meets the 2010 is in ADA Standards.

### **3.17 AS-BUILT DRAWINGS**

The Lessor shall provide "As-Built" drawings to reflect the total leased area prior to occupancy, including all improvements. Drawings shall demonstrate: (a) usable square footage for all State leased rooms and areas, (b) location of all computer outlets and cabling, and (c) location of all electrical outlets. If the Lessor fails to provide the "As-Built" drawings **within thirty (30) calendar days from the date of occupancy**, the State shall have the right to secure "As-Built" drawings prepared by a State of Alaska licensed and registered Architect or Engineer, and to deduct the costs incurred, including administrative costs, from the lease payments.

### **3.18 CONTRACT CHANGES**

Changes in the configuration of the space proposed, by either the Offeror or the State, after the Notice of Final Award and Notice to Proceed, but before occupancy, shall be mutually agreed upon in writing by the Offeror and the Contracting Officer before such changes are actually accomplished.



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Changes in the space may be required by the State solely for its convenience, and at its sole discretion. The Offeror shall perform the changes after authorization by the Contracting Officer. The Offeror shall provide correct and true cost and pricing data to the Contracting Officer before making any changes in the space. The Contracting Officer may prescribe forms and procedures for authorizing changes to the space.

**3.19 STATE INSTALLED FIXTURES**

All fixtures and equipment installed in the premises by the State, whether permanently affixed thereto or otherwise; shall continue to be the property of the State; and may be removed by the State at any time, provided however, the State shall, at its own expense, repair any injury to the premises resulting from such removal.

**3.20 RESTORATION LIABILITIES**

The State is not liable for restoration or removal of improvements, fixtures, equipment, or alterations required to meet the IRFP requirements. Alterations or additions made after occupancy shall be made only with the written approval of the Lessor; however, said approval shall not be unreasonably withheld. Consent to proposed alterations or additions being made by qualified contractors or workers skilled in the trade shall be considered as acceptance of the revised building improvements. The Lessee shall not be liable for restoration of the facility to its condition at date of occupancy.

**3.21 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.

**3.22 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.

**3.23 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.

### **3.24 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 tenantable 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 will be financially responsible for correcting all of the State's identified deficiencies within ten (10) days of receipt of cure notice. In the event an identified deficiency cannot reasonably be corrected within the 10 days, the Lessor and State must within that 10 days mutually agree upon a reasonable timeline for resolution.

### **3.25 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 (30) calendar days, the State will return to the facility. In the event Lessor fails to correct casualty damage within thirty (30) calendar days then State will have the right to (1) terminate the lease or (2) hire competent workers to correct such damage. 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.

### **3.26 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.

### **3.27 HOLDING OVER**

Prior to the lease expiration, the State reserves the right to provide a thirty (30) 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 (6) month period shall be at current market rate for a maximum additional period of six (6) 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.

### **3.28 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 year 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.

### **3.29 LESSOR, LESSOR'S EMPLOYEES and CONTRACTOR'S 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 (10) days, the State has the right to terminate the lease or prohibit access of leased space to Lessors, Employees, Contractors and/or 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.

### **3.30 INSURANCE**

Without limiting Lessor's indemnification, Lessor shall purchase insurance at its own expense and maintain it in force at all times during the performance of services under this lease the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Lessor's policy contains higher limits, the State will be entitled to coverage to the extent of such higher limits.

- (1) Proof of insurance is required for worker's compensation insurance. The Lessor shall provide and maintain, for all employees of the Lessor engaged in work under this lease, Worker's Compensation Insurance as required by AS 23.30.045. The Lessor will be responsible for Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services under this lease. This coverage must include a waiver of subrogation against the State of Alaska.
- (2) Proof of insurance is required for commercial general liability insurance with minimum coverage limits of \$1,000,000.00 limit per occurrence and \$2,000,000.00 limit annual aggregates. The State of Alaska shall be named as additional insured.
- (3) Proof of insurance is required for commercial automobile liability insurance for any vehicle used by the Lessor or any subcontractor who directly or indirectly provides services under this lease with coverage limits not less than \$500,000 combined single limit per occurrence.

All insurance shall be considered to be primary and non-contributory to any other insurance carried by the State through self-insurance or otherwise.

**A "Certificate of Insurance" for the insurance described above should be provided with your offer.** Failure to provide satisfactory proof of insurance may cause the State to declare the Offeror non-responsive and to reject the offer. The successful Offeror shall provide evidence of continuous coverage by submitting, without reminder, a renewal Certificate of Insurance annually to the State of Alaska, Department of Administration, Shared Services of Alaska for the life of the lease and any renewals and/or extensions.

### **3.31 CONSTRUCTION (New Improvements & Remodels)**

A. Improvements Prior to Occupancy: Offerors shall insure compliance with the following requirements and guidelines in procuring construction services that are directly related to the State's initial occupancy, unless otherwise authorized by the State of Alaska.

- (a) All contractors and subcontractors must have a valid State of Alaska business license.

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- (b) Lessors shall document, and provide to the State of Alaska, a complete schedule identifying bids received.
- (c) Lessors must ensure compliance with all applicable state and federal laws; rules and regulations, including those concerning workers' compensation, social security, unemployment insurance, hours of labor, wages (including filing certified payrolls with the Department of Labor and other related requirements pursuant to the Little Davis-Bacon Act, AS 36.05, when applicable) working conditions and other employer/employee-relations.
- (d) Offerors must insure compliance with the INSURANCE and HOLD HARMLESS paragraphs herein.
- (e) The Lessor agrees to follow agreed upon reasonable work practices while performing work in occupied lease space, which standards are further described in the attached (Exhibit B). The Lessor further agrees to take reasonable steps to reduce the amount of construction related disturbances in the lease space, in an effort to permit the State to continue to do business during normal business hours. Normal business hours are defined as Monday through Friday, from 8:00 a.m. to 5:00 p.m.
- (f) Recognize that, the Lessee shall promptly notify the Lessor of any significant and extended disturbance related to construction that rises to the level that the State can no longer conduct business in the office space. The Lessor recognizes that it shall then be required to immediately cease or modify the work in the area identified during normal business hours to minimize the disruption to the affected area.
- (g) Recognize that the Lessor shall provide Lessee for review and approval a construction schedule for all work required to be performed in and around the lease premises in advance of the work's commencement. Lessor shall notify Lessee of any changes to the agreed upon schedule a minimum of two business days in advance of any proposed change in the agreed upon schedule. Lessee shall notify Lessor of any anticipated business activity that could affect the agreed upon schedule a minimum of two business days in advance.

### **3.32 MAINTENANCE SERVICES**

Unless otherwise indicated, the Lessor shall be responsible for maintenance services as outline below for the entire space. These services shall be performed after office hours unless otherwise specified or as convenient as possible to the occupying agency(s).

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The premises generally are occupied Monday through Friday, except State holidays. In the event that various areas are occupied at times other than specified herein. The State may request these services be completed during business hours at no additional costs if deemed in the best interest and security of the State.

**AS REQUIRED SERVICES:**

- Replace burned out lamps to be furnished by the Lessor.
- Remove snow and ice from sidewalks, entrances, building roof overhangs, outside storage areas, aircraft movement areas and parking areas as applicable to an extent that will render the areas safe to pedestrian and wheelchair traffic and automobile operation.

**3.33 COMPLIANCE**

The Lessor agrees that after reasonable notice by the State to the effect that the maintenance obligations as specified herein for the demised premises have not been satisfactorily fulfilled; the State may then obtain competent workers to correct the necessary items all of which will be paid for by the Lessor either by direct payment, or by the State making the payment to the workers and reducing the rent accordingly.

**END OF SECTION**

**4. BUILDING REQUIREMENTS**

**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's opinion shall be binding.

**4.2 FLOOR LOAD**

All floors shall be capable of supporting loads in conformance with current building codes for specific occupancy and intended use. The minimum design load for general office occupancy shall be fifty (50) lbs. per square foot live load and twenty (20) lbs. per square foot dead load, unless current building codes set a higher minimum. Floors used for purposes other than general office space such as storage, high density files, or other non-office occupancy shall be analyzed by an Alaska registered engineer and space shall be occupied only after the engineer certifies in writing that the existing floor system can support the proposed layout with actual weights (see attached Exhibit B).

#### **4.3 DOOR HARDWARE**

All doors shall be equipped complete with all necessary hardware All door hardware shall meet or exceed FAA, TSA, ADA Standards and requirements of the International Building Code. Except as noted, locks on all entry doors, and other secure space doors shall be master keyed.

Four copies of the master key are required.

Individual office keys and keys for all common entrances shall be supplied for Alaska Department of Public Safety Employees upon initial occupancy.

#### **4.4 DRINKING WATER**

Drinking water shall be provided by public drinking fountains at a central location on each floor. Bottled water in dispensers may be substituted for permanently installed systems provided that the Lessor also provides disposable cups and has a system to insure water is available at all times. Lessor must meet all ADA and building code requirements relating to drinking fountains and access to drinking water.

#### **4.5 PUBLIC RESTROOMS**

Restrooms shall be provided on each floor in compliance with all applicable codes, including ADA Standards. If the restrooms are not located within the State's exclusive lease space, the restrooms must be within 150 feet of the entrance to the State's exclusive lease space with access via climatized, common area corridors. Access to the restrooms shall not require ingress or egress through other building occupants' operational areas or leased space. If the public restrooms are located within the leased space, access to the restrooms shall not require ingress or egress through employee work areas. Each toilet room shall have: a privacy arrangement; hot and cold running water; mirrors; soap; sanitary tissue seat covers and paper towel dispensers and appropriate ventilation.

#### **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 less than 50% of the associated circuit breaker rating. Loads shall be calculated in accordance with the National Electric Code. All panel boards shall have a minimum of 25% vacant space for future expansion.

Lighting: Lighting fixtures shall be provided that meet the National Energy Policy Act and produce well- diffused illumination. Lighting shall meet the guidelines and lighting levels established in The Lighting Handbook, 10<sup>th</sup> Edition, published by the Illuminating Engineering Society (IES). Lighting shall be provided that meets the guidelines without

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reliance on task and furniture/workstation lighting provided by the tenant. Compliance with the guidelines shall be certified by an Alaska registered professional engineer.

All lamps shall be consistent throughout space with regards to color temperature, quality, and type. A maintenance program shall be conducted to maintain this consistency.

All fixtures shall be cleaned, with lamps and lenses replaced prior to occupancy to be in like-new condition.

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. In lieu of or in addition to above, lighting may be controlled by a building control system. Motion detectors are acceptable in lieu of switches for all spaces except open offices. Provide three- or four-way switching, as appropriate, in corridors and large rooms with more than one entry.

Electrical Outlets: Unless otherwise specified, shall be provided with not less than one (1) duplex outlet on every eight (8) linear feet of wall space and one (1) duplex outlet on every wall less than eight (8) linear feet.

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.

## **4.7 MECHANICAL**

### **4.7.1 HEATING AND COOLING**

A system shall be provided to maintain a uniform temperature of 60 to 72 degrees in the common areas and no less than 60 degrees hangar space DPS aircraft are housed unless otherwise noted in the CONFIGURATION section. The temperature shall be maintained throughout all areas.

If the temperature is not maintained at 60 to 72-degree range for a period of more than one (1) 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 (10) consecutive working days, the Lessor will, no later than the eleventh (11th) working day, initiate a diligent effort to rectify the deficiency and forward a detailed schedule to the State.

If after thirty (30) 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 IRFP, 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.

If entry to an occupied space is directly from the building exterior, a large heated vestibule shall be provided. The vestibule shall be configured to prevent direct blasts of cold air from reaching occupants.

#### **4.7.2 VENTILATION**

All occupied areas of the building shall be provided with a ventilation system with minimum outdoor airflow rates and exhaust airflow rates applicable to an airplane hangar and in accordance with the latest adopted edition of the International Mechanical Code, as amended by the Authority having jurisdiction. For compliance with minimum outdoor airflow rate requirements, natural ventilation will not be considered.

#### **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, an environmental, health, or safety hazard is identified, the state will provide written notice to the Lessor. The Lessor agrees to take corrective action to investigate, test and remedy the identified hazard within (5) business days. If the reported hazard cannot be corrected within (5) days, the lessor shall within the same (5) 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.

#### **4.9 PARKING**

Off-Street Parking for The Exclusive Use of the State: Off-street parking, located within 750 feet of the main entrance to the proposed leased hangar location, shall be provided at no additional cost to the State and for the exclusive use of the State, for Seven (7) client and/or State or employee vehicles. This requirement is in addition to any parking required to meet ADA Standards, unless the ADA designated parking is for the exclusive use of the State.

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- Three (3) for State of Alaska vehicle, employee, or client use with Port Plug-In Capability
- Three (3) with Port Plug-In Capability signed: **"State of Alaska Vehicle Only"**
- One (1) signed: **"Handicap Parking Only"** with the handicapped symbol.

If any parking space is leased from a third party, the Lessor shall provide, with his/her offer, a firm contract for the parking with terms corresponding to the terms of this lease.

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

#### **4.10 AIRCRAFT TUG**

The lessor shall provide an aircraft tug capable of pushing and pulling the aircraft type listed below:

1. 1 ea. Airbus H125 helicopter
2. 1 ea. Cessna Caravan C208 aircraft
3. 1 ea. Cessna U206 aircraft

The lessor shall provide qualified staff during business hours and on call 24/7 365 days as needed after hours to place aircraft into and out of the hanger.

#### **4.11 TYPE AND AMOUNT OF SPACE**

All space shall be located in one (1) building. Ground floor is mandatory. Basement space is not acceptable. Basement space is defined as the lowest stories of a building when those stories are wholly underground. The exclusive right of the State to the entire building is not mandatory. Occupancy by other parties or tenants shall be restricted to those functions that will not detract from the dignity of the State

#### **4.12 LEASEHOLD IMPROVEMENTS DEFINED**

When pricing offers, Offerors should separate the Base Lease Cost from any Leasehold Improvement Cost they choose to pass on to the State. The leasehold improvement portion of construction is distinct from the primary structure in that it is limited to the construction needs specific to the State's occupancy and does not include the basic structure of the building or construction in common areas. Offerors have the discretion to determine what construction is specific to the State's occupancy and how much, if any, of those construction costs they choose to pass on to the State.

#### **4.13 CONFIGURATION**

The space obtained through this IRFP will serve as Heated Aircraft Hangar, Aircraft Maintenance and Storage Space for the Department of Public Safety, Alaska Wildlife Troopers (DPS/AWT) in Fairbanks. The layout of the space, ease of access, visibility of the facility, and available parking area will affect the mission of the agency. Aircraft shall be stored in a way that no unreasonable delay of state aircraft movement for official use shall occur.

Unless stated otherwise in the individual area descriptions listed below, the hangar shall have a locking walk in door, a main aircraft access door which exits out into the ramp area. This hangar shall have a minimum of two (2) quad-plex outlets.

Aircraft Area: This area must accommodate the below listed aircraft or aircraft of similar size (See Exhibit B).

1. 1 ea. Airbus H125 helicopter
2. 1 ea. Cessna Caravan C208 aircraft
3. 1 ea. Cessna U206 aircraft

Secure Storage Area: A section of wall space within the hangar to install a locking cabinet approximately 8 x 7 x 3. This area shall serve as secure storage space for items such as wing and engine covers, aircraft cleaning supplies, tools, oils, lubricants survival equipment and etc.

Break Out Room/Area: Access to break room is preferred but not required.

#### **END OF SECTION**

## **5. AWARD CRITERIA**

### **5.17 EVALUATION OF PROPOSALS**

The process of evaluation is based on factors defined in this Informal Request for Proposal.

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

### **5.18 EVALUATION FACTORS**

Price: Shall consist of the TOTAL PRICE OFFER after application of the Present Value Analysis. The lowest TOTAL PRICE OFFER after Present Value Analysis will receive the maximum number of points allocated to price. Other Offeror's point allocations will be determined using the following formula, applied to each higher priced offer in its turn. [(Lowest TOTAL PRICE OFFER) X (Maximum Points for Price)] Divided By (Price of Higher Offer) = Points. **60 points maximum**

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.

#### **Application of the Present Value Analysis**

- All solicitations will require a firm price for the firm term agreement and renewal option periods.
- Present Value Analysis will be applied to the cash flow to determine the present value of payments on the PRICE OFFER PAGE. The use of Present Value Analysis (PVA) is a tool to ensure that the responses from all Offeror's are fairly evaluated.

PRESENT VALUE ANALYSIS FORMULA:  $PV = FV_n [ 1 / (1 + [i/12])^{n-1} ]$

- Where FV = the future value of the investment at the end of n months
- Where n = the number of months that the payment will be received
- Where i = the annual discount (or interest) rate.
- Where PV = the present value of the future sum of money

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Shared Services of Alaska will apply a Present Value Analysis (also known as discounted cash flow) to the monthly payments to be made by the State, discounted at the designated interest rate and month which the payment is made to determine the cost of the agreement. The method of application will be as follows:

1. Payments will be made on the first day of each month.
2. Payment for the first month will include the total Monthly Base Lease Cost, the total Monthly Leasehold Improvement Cost, all other applicable miscellaneous costs to be paid by the State at the beginning of the lease (private office costs, head bolt heater costs, etc.).
3. Payments for the second month through the end of the firm term will include the total Monthly Base Lease Cost plus the total Monthly Leasehold Improvement Cost.
4. Payments for any months during the option years will include total Monthly Base Lease Cost only.

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**EXAMPLE**

An example of how the PVA formula will be applied is provided below.

Example Lease Assumptions:

- Discount Rate = 6%
- Firm Term = Two (2) years
- Option Term = One (1) year

Summary of PRICE OFFER PAGE

- |                                      |   |
|--------------------------------------|---|
| • Monthly Base Lease Cost            | $\$2,000 \times 36 \text{ months} = \$72,000$ |
| • Monthly Leasehold Improvement Cost | $\$1,000 \times 24 \text{ months} = \$24,000$ |
| • Head Bolt Heater Cost              | \$500   |
| • Total from PRICE OFFER PAGE        | <u>\$106,500</u>                              |

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Application of the Present Value Analysis

<b>Month 1</b>	\$ 13,500.00	<b>*1</b>		
<b>Month 2</b>	\$ 2,985.08	= \$	3,000.00 * [1/(1 + [.06/12]) <sup>1</sup>	<b>*2</b>
<b>Month 3</b>	\$ 2,970.22	= \$	3,000.00 * [1/(1 + [.06/12]) <sup>2</sup>	
<b>Month 4</b>	\$ 2,955.45	= \$	3,000.00 * [1/(1 + [.06/12]) <sup>3</sup>	
<b>Month 5</b>	\$ 2,940.74	= \$	3,000.00 * [1/(1 + [.06/12]) <sup>4</sup>	
<b>Month 6</b>	\$ 2,926.11	= \$	3,000.00 * [1/(1 + [.06/12]) <sup>5</sup>	
<b>Month 7</b>	\$ 2,911.55	= \$	3,000.00 * [1/(1 + [.06/12]) <sup>6</sup>	
<b>Month 8</b>	\$ 2,897.07	= \$	3,000.00 * [1/(1 + [.06/12]) <sup>7</sup>	
<b>Month 9</b>	\$ 2,882.66	= \$	3,000.00 * [1/(1 + [.06/12]) <sup>8</sup>	
<b>Month 10</b>	\$ 2,868.31	= \$	3,000.00 * [1/(1 + [.06/12]) <sup>9</sup>	
<b>Month 11</b>	\$ 2,854.05	= \$	3,000.00 * [1/(1 + [.06/12]) <sup>10</sup>	
<b>Month 12</b>	\$ 2,839.84	= \$	3,000.00 * [1/(1 + [.06/12]) <sup>11</sup>	
<b>Month 13</b>	\$ 2,840.35	= \$	3,015.54 * [1/(1 + [.06/12]) <sup>12</sup>	<b>*3</b>
<b>Month 14</b>	\$ 2,826.22	= \$	3,015.54 * [1/(1 + [.06/12]) <sup>13</sup>	
<b>Month 15</b>	\$ 2,812.16	= \$	3,015.54 * [1/(1 + [.06/12]) <sup>14</sup>	
<b>Month 16</b>	\$ 2,798.17	= \$	3,015.54 * [1/(1 + [.06/12]) <sup>15</sup>	
<b>Month 17</b>	\$ 2,784.25	= \$	3,015.54 * [1/(1 + [.06/12]) <sup>16</sup>	
<b>Month 18</b>	\$ 2,770.40	= \$	3,015.54 * [1/(1 + [.06/12]) <sup>17</sup>	
<b>Month 19</b>	\$ 2,756.61	= \$	3,015.54 * [1/(1 + [.06/12]) <sup>18</sup>	
<b>Month 20</b>	\$ 2,742.90	= \$	3,015.54 * [1/(1 + [.06/12]) <sup>19</sup>	
<b>Month 21</b>	\$ 2,729.25	= \$	3,015.54 * [1/(1 + [.06/12]) <sup>20</sup>	
<b>Month 22</b>	\$ 2,715.68	= \$	3,015.54 * [1/(1 + [.06/12]) <sup>21</sup>	
<b>Month 23</b>	\$ 2,702.16	= \$	3,015.54 * [1/(1 + [.06/12]) <sup>22</sup>	
<b>Month 24</b>	\$ 2,688.72	= \$	3,015.54 * [1/(1 + [.06/12]) <sup>23</sup>	
<b>Month 25</b>	\$ 1,802.25	= \$	2,031.42 * [1/(1 + [.06/12]) <sup>24</sup>	<b>*4</b>
<b>Month 26</b>	\$ 1,793.28	= \$	2,031.42 * [1/(1 + [.06/12]) <sup>25</sup>	
<b>Month 27</b>	\$ 1,784.36	= \$	2,031.42 * [1/(1 + [.06/12]) <sup>26</sup>	
<b>Month 28</b>	\$ 1,775.49	= \$	2,031.42 * [1/(1 + [.06/12]) <sup>27</sup>	
<b>Month 29</b>	\$ 1,766.65	= \$	2,031.42 * [1/(1 + [.06/12]) <sup>28</sup>	
<b>Month 30</b>	\$ 1,757.86	= \$	2,031.42 * [1/(1 + [.06/12]) <sup>29</sup>	
<b>Month 31</b>	\$ 1,749.12	= \$	2,031.42 * [1/(1 + [.06/12]) <sup>30</sup>	
<b>Month 32</b>	\$ 1,740.42	= \$	2,031.42 * [1/(1 + [.06/12]) <sup>31</sup>	
<b>Month 33</b>	\$ 1,731.76	= \$	2,031.42 * [1/(1 + [.06/12]) <sup>32</sup>	
<b>Month 34</b>	\$ 1,723.14	= \$	2,031.42 * [1/(1 + [.06/12]) <sup>33</sup>	
<b>Month 35</b>	\$ 1,714.57	= \$	2,031.42 * [1/(1 + [.06/12]) <sup>34</sup>	
<b>Month 36</b>	\$ 1,706.04	= \$	2,031.42 * [1/(1 + [.06/12]) <sup>35</sup>	
	\$ 99,742.89		\$107,063.52	

**\*1** Month 1 = Monthly Base Lease Cost + Monthly Leasehold Improvement Cost + Head Bolt Heater Cost

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DPS, Alaska State Wildlife Troopers in Fairbanks, Alaska

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- \*2 Months 2–12 = Monthly Base Lease Cost + Monthly Leasehold Cost
- \*3 Months 13-24 = Adjusted Monthly Base Lease Cost + Monthly Leasehold Cost
- \*4 Months 25-36 = Adjusted Monthly Base Lease Cost only

TOTAL PRICE OFFER from the PRICE OFFER PAGE of \$106,500 will be discounted to \$99,742.89 by applying the PVA formula. This value will be rounded to the nearest whole number, which equates to \$99,743. This is the value that would be used to determine the number of points this example offer would receive for the Price component. In accordance with step eight above, the number of points each offer would receive for the Price component would be rounded to the nearest whole number.

---

Function, Planning and Design: Evaluation of the planned efficiency for the proposed space, including ADA accessible pathway from the designated parking to the internal space; for the flexibility and adaptability to expand or rearrange proposed space (for example, fewer columns and load bearing walls is better); and more open areas which provide future flexibility. Ability to add additional space due to growth of the State agency is better. Evaluation of functionality enhancements, which exceed the minimum requirements of the specifications, (for example special signage or signage in addition to that required or extra highly visible and aesthetically pleasing signage), additional parking lot lights; access which exceeds ADA requirements of this IRFP such as automatic opening doors; and functional floor plan layouts that enhance productivity or efficiency) is better. **45 points maximum**

Appearance and Indoor Environment: Evaluation of enhancements which exceed minimum requirements. **10 points maximum**

Public Convenience and Location: Evaluation of public access by clients and 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, parking closer than minimum to building is better; 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; Additional or enhanced signage is more desirable; availability of landmarks known to general population that directs customers to location is desirable. **5 points maximum**

**END OF SECTION**

## 6. OFFERORS INFORMATION

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 Bidder Preference per AS 36.30.170?

( ) 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 \_\_\_\_\_

Name of Building (if applicable) \_\_\_\_\_



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

---

Location of Space Offered Space within the Building:

---

**Ownership Information:**

Is the Space that is Offered in the IRFP 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 IRFP, 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

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**6.1 OFFERED SPACE**

- |  |       |                |
|--|-------|----------------|
| 1. Aircraft Area   | _____ | SQ. FT.        |
| 2. Secure Storage Area   | _____ | SQ. FT.        |
| 3. <b>TOTAL APPROXIMATE NUMBER OF USABLE<br/>SQUARE FEET PROPOSED BY OFFERER</b> | _____ | <b>SQ. FT.</b> |
- (TOTAL = SUM 1 THRU 3)

**Note: Base monthly cost shall only be based on line item 3. of Section 6.1.**

**CIRCULATION** - Amount of additional CIRCULATION space necessary to meet codes & facilitate movement within the total usable space proposed above.

\_\_\_\_\_ SQ. FT.

**GRAND TOTAL USABLE SQUARE FEET  
PROPOSED BY OFFEROR**

\_\_\_\_\_ SQ. FT.

**NUMBER OF EXCLUSIVE USE PARKING SPACES INCLUDED IN THIS OFFER**

\_\_\_\_\_

**NUMBER OF DAYS AFTER AWARD SPACE MAY BE OCCUPIED** \_\_\_\_\_

(Do not exceed maximum number required per the DATE OF OCCUPANCY paragraph.)

**WILL THE OFFERED SPACE MEET ADA STANDARDS**, in accordance with the ACCESSIBILITY paragraph of the LEASE PROVISIONS section of the IRFP, on the date of occupancy and throughout the entire occupancy of the State?

Yes \_\_\_\_\_ No \_\_\_\_\_

## 6.2 PRICE OFFER PAGE

### A. BASE LEASE COST

$$\begin{array}{rcccl} \$ & \underline{\hspace{2cm}} & \times & \underline{\hspace{2cm}} \text{ MONTHS} & = \$ \underline{\hspace{2cm}} \\ \text{MONTHLY COST} & & \text{FIRM TERM plus RENEWAL} & & \text{TOTAL BASE LEASE} \\ & & \text{PERIODS} & & \text{COST (A)} \end{array}$$

The above MONTHLY COST will be paid directly to the Lessor each month of the firm term and all optional renewals

### B. LEASEHOLD IMPROVEMENTS COST

$$\begin{array}{rcccl} \$ & \underline{\hspace{2cm}} & \times & \underline{\hspace{2cm}} \text{ MONTHS} & = \$ \underline{\hspace{2cm}} \\ \text{MONTHLY COST} & & \text{FIRM TERM} & & \text{TOTAL LEASEHOLD} \\ & & & & \text{IMPROVEMENTS COST (B)} \end{array}$$

The above MONTHLY COST will be paid directly to the Lessor each month of the **firm term only**. Leasehold improvements the Offeror chooses to pass on to the State should be included in this item. See the LEASEHOLD IMPROVEMENTS DEFINED paragraph of the BUILDING REQUIREMENTS section of this IRFP for further definition and clarification of leasehold improvements.

## TOTAL PRICE OFFER

$$\begin{array}{rcccl} \$ & \underline{\hspace{2cm}} & + & \$ \underline{\hspace{2cm}} & + & = & \$ \underline{\hspace{2cm}} \\ \text{TOTAL BASE LEASE} & & & \text{TOTAL LEASEHOLD} & & & \text{TOTAL PRICE OFFER} \\ \text{COST} & & & \text{IMPROVEMENTS COST} & & & \\ (A) & & & (B) & & & (A+B) \end{array}$$

## 6.3 ADDITIONAL PRICE INFORMATION

A price must be indicated for each of the following items if required by IRFP. The prices will not have an effect on award. Prices listed below shall remain firm for a period of (12) months from the date of occupancy.

1. Certified Tug Operator Afterhours Hourly Rate: \$ \_\_\_\_\_
2. Certified Tug Operator Afterhours Holiday Hourly Rate: \$ \_\_\_\_\_

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DPS, Alaska State Wildlife Troopers in Fairbanks, Alaska

**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 IRFP.

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

<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> MATT MOYA CONTRACTING OFFICER III  PHONE 907-269-0304  FAX 907-269-0308 TDD 907-375-7782	<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> COMPANY SUBMITTING PROPOSAL  <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> AUTHORIZED SIGNATURE  <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> PRINTED NAME  <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> DATE
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**IRFP 2018-1200-3776**

**EXHIBIT A**

**STATE OF ALASKA  
STANDARD LEASE FORM  
LEASE XXXX**

IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS LEASE AND THE TERMS AND CONDITIONS OF: INFORMAL REQUEST FOR PROPOSAL 2018-0600-3678, THE TERMS AND CONDITIONS OF THE IRFP.

THIS LEASE, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
and to be recorded in the \_\_\_\_\_ Recording District, by and between:

**NAME OF LESSOR  
ADDRESS  
\_\_\_\_\_, ALASKA 99**

hereinafter called the Lessor, and

**STATE OF ALASKA  
DEPARTMENT OF ADMINISTRATION –  
550 WEST 7th AVENUE SUITE 1960  
ANCHORAGE, ALASKA 99501-3571**

hereinafter called the Lessee.

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Leasing Section  
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The Lessor hereby leases to the State of Alaska the following described premises:

Approximately [ ] usable square feet of hangar space plus ( ) parking spaces located in the Name of Building at [ ], Alaska, [ ]. Legally described as:

to have and to hold the same, with all appurtenances unto the Lessee for the term of [ ] ( ) year beginning on the 1st day of [ ] and ending on the [ ] at and for the rental of \$ [ ] per month payable on the first day of each and every month of said term at the hangar of the Lessor or in advance at the option of the Lessee. Payment for any partial months occupancy shall be prorated based on a thirty (30) day month. Beginning on [ ] the monthly rental rate shall be reduced to \$ [ ], plus applicable adjustments specified in this lease.

#### COVENANTS OF THE LESSEE

1. The Lessee does hereby covenant and agree with the Lessor that it will:
  - a) pay said rent at the times and place and in the manner aforesaid;
  - b) use and occupy said premises in a careful and proper manner;
  - c) not use or occupy said premises for any unlawful purpose;
  - d) not assign this lease, not underlet said premises, nor any part thereof, without the written consent of the Lessor, provided however such consent shall not be unreasonably withheld;
  - e) not use or occupy said premises or permit the same to be used or occupied, for any purpose or business deemed extra-hazardous on account of fire or otherwise;

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- f) make no alterations or additions in or to said premises without the written consent of the Lessor, such consent shall not unreasonably be withheld;
- g) leave the premises at the expiration or prior termination of this lease or any renewal or extension thereof, in as good condition as received or in which they might be put by the Lessor, excepting reasonable wear and tear and/or, loss or damage caused by fire, explosions, earthquakes, acts of God, other casualty or as provided for in section 2.b below;
- h) permit the Lessor to enter upon said premises at all reasonable times to examine the conditions of the same;

<b>COVENANTS OF THE LESSOR</b>
--------------------------------

2. And the Lessor on its part covenants and agrees with the Lessee that it will:

- a) maintain the demised premises in good repair and tenantable condition during the continuance of this lease or any renewal or extension thereof;
- b) indemnity: the Lessor shall hold and save the State, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act performed by the Lessor or the Lessor's agents and employees pursuant to this lease; the Lessor shall also assume all insurable risks and bear any loss of injury to property or persons occasioned by neglect or accident during the tenure of this lease, excepting only sole negligence of the Lessee.

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- c) furnish heat and cooling, electricity, water, trash removal, and sewage disposal without additional cost to the Lessee;
- d) furnish heating and cooling to all the common space and similar type space uniformly within a 60 degrees Fahrenheit to 72 degrees Fahrenheit temperature range. Heating and cooling in the hangar space shall be maintained at no less than 60 degrees Fahrenheit;
- e) maintain and keep the stairway and common or public hallway used for access to the leased premises in a clean and safe condition;
- f) maintain the premises 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. Recommended improvements will be given every consideration by the Lessor;
- g) the Lessor agrees that facilities provided in this lease are tenantable and that they comply with all laws pertaining to tenantability and performance of this provision is insured by the Lessor agreeing to pay the cost of any building alterations which may be needed during the period of the Lessee's occupancy for purposes of correcting any violation of the law cited by a regulatory agency of government not directly a result of the State's occupancy.

If during the term of this lease, or any renewal or extension thereof, the premises or any part thereof should be rendered untenable by public authority, or by fire or the elements, or other casualty, a proportionate part of the rent according to the extent of such untenability shall be abated and suspended until the premises are again made tenantable and restored to their former condition by the Lessor; and if the premises or a substantial part thereof are thereby rendered un-

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tenantable and so remain for a period of thirty (30) days, the state may, at its option, terminate the lease by written notice to the Lessor.

The State's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy. This thirty-(30) day period shall not be so restrictively construed that the Lessee is bound to remain in the leased facility if the State's business cannot be safely executed. If warranted due to unsafe condition, Lessee is free to move elsewhere. If the premises are made tenantable again within this thirty-(30) day period, Lessee will return to the facility for occupancy. Lessee may also choose to recover any excess costs, over the abated lease payments, occasioned by relocation due to unsafe condition.

In the event the Lessor fails to correct any violation or remedy any untenable condition in the time interval prescribed by law, the Lessee shall be free to terminate the lease, or shall have the option by hiring competent workmen, with the Lessor bearing the cost of all materials and labor. Lessor further agrees that alterations performed by the Lessee to correct OSHA violations will not be construed by the Lessor to constitute a breach of the terms of this lease.

In the event that, in the reasonable judgment of the Lessee the lawful enjoyment of the demised premises is threatened by the interruption or severance of utilities and severance 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 Lessee shall have the right to bind such utilities and services as are threatened, in the name of the Lessee. The Lessee shall be free to deduct from the lease payments the cost of such utilities and services, together with all necessary deposits and the Lessee's actual administrative costs necessary to procure the utilities and services.

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- h) maintain the building free of any mechanical, structural or electrical hazards and in a good state of general repair and maintenance. Lessor agrees that after reasonable notice in writing by the Lessee that these obligations have not been satisfactorily fulfilled, the Lessee can then obtain competent workmen to correct the deficiencies, all of which will be paid for by the Lessor. Bills for such work will be sent directly to the Lessor for payment. Should there be any delay in payment by the Lessor, the Lessee shall pay the bills and deduct the cost from the next month(s) rent payments(s), whichever is determined appropriate by the Lessee.
- i) provide janitorial services per IRFP No. 2018-1200-3776.
- j) If the leased property is sold during the term of the lease, or an extension thereof, the sale will be made subject to the lease. This also applies to any sale as a result of an encumbrance on the property that existed prior to the execution of this lease.

#### **MUTUAL COVENANTS**

3. It is mutually agreed by and between the Lessor and Lessee that:
- a) all terms and conditions of the preceding covenants of both Lessee and Lessor are agreeable and accepted in their entirety, except as herein noted;
  - b) all fixtures and/or equipment of whatsoever nature as shall have been installed in the demised premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by it at the expiration or termination of this lease or renewal and at its own expense repair any injury to the premises resulting from such removal;

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- c) if the Lessee shall at any time be default in the payment of rent herein reserved, or in the performance of any of the covenants, terms and conditions, or provision of this lease, and the Lessee shall fail to remedy such default within sixty (60) days after written notice thereof from the Lessor, it shall be lawful for the Lessor to enter upon said premises and again have, repossess, and enjoy the same as if the lease had not been made, and thereupon this lease and everything herein contained on the part of the Lessor to be done and performed shall cease and determine without prejudice however, it shall be the right of the Lessor to recover from the Lessee all rent due up to the time of such entry. In case of any such default and entry by the Lessor, said Lessor may relet said premises for the remainder of said term for the highest rent obtainable, and may recover from the Lessee any deficiency between the amount so obtained and the rent herein reserved;
- d) if the Lessee shall pay the rent as herein provided, and shall keep, observe, and perform all of the covenants of this lease by it to be kept, performed, and observed, the Lessee shall and may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;
- e) this lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto;
- f) the State shall have the option to renew this lease for five (5) additional one (1) year periods to be exercised by giving the Lessor written notice prior to the expiration of each term.
- g) this lease is subject to all applicable laws of the State of Alaska or local government;

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- h) **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 year 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.
- i) all conditions and covenants of the lease shall remain in full force and effect during any extension hereof. Any holding over after the expiration date of this lease or any extension or renewal thereof, shall be construed to be a tenancy from month to month, at the same monthly rental and on the terms and conditions herein specified so far as applicable;
- j) this lease is written as a result of State of Alaska Informal Request for Proposal No. 2018-1200-3776, copy attached, which is hereby made a part of this lease and all terms and conditions of said RFP are binding upon the Lessee and Lessor, their agents or assigns;
- k) time is of the essence of this lease.

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**Other Provisions**

4. The following additional provisions, modifications, exceptions, riders, layouts and or forms were, are, agreed upon prior to execution and made a part hereof:

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

**Lessor: NAME**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Lessee: STATE OF ALASKA**

**By:** \_\_\_\_\_

**Name**

Contracting Officer

**Date:** \_\_\_\_\_

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**ACKNOWLEDGMENT OF LESSOR:  
STATE OF ALASKA  
CITY OF**

This is to certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 before me a Notary Public in and for the State of Alaska duly commissioned and sworn personally appeared \_\_\_\_\_ to me known and known by me to be the person(s) described in and who executed the instruments set forth above and severally stated to me under oath that (he, she) is \_\_\_\_\_ and that (he/she) has been authorized by \_\_\_\_\_ to execute the foregoing lease amendment for and on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of Same.

**WITNESS** my hand and official seal the day and year this certificate first above written.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA  
STATE OF ALASKA  
MUNICIPALITY OF ANCHORAGE**

This is to certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared Contracting Officer to me known and known by me to be the person described in the executed instruments set forth above as an agent of the Shared Services of Alaska of the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the State of Alaska.

**WITNESS** my hand and official seal the day and year this certificate first above written.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: End of Office  
Residing at: Anchorage, Alaska

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IRFP 2017-1200-3776  
EXHIBIT B  
AIRCRAFT SPECIFICATIONS

Below are the dimensions of the space occupied by each aircraft mentioned in the IRFP.

**Cessna 208 Caravan:** Wing Span (width) 52' 1", Length 37' 7", Height 14' 11"

**Cessna U206G Station Air:** Wing Span (width) 36", Length 28' 3", Height 9' 4"

**Airbus AS350B3e:** Main Rotor Diameter (width) 35' 1", Length 42' 5", Height 10' 3"

Please note: No other aircraft shall encroach on the length and width foot print of the aircraft.

Any offered aircraft space shall either meet or exceed the following building codes for aircraft hangars

- NFPA 409
- ICC-The International Building Code
- ICC-The International Mechanical Code
- The Uniform Plumbing Code