



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

REQUEST FOR PROPOSAL 2018-0200-3879

THIS IS NOT AN ORDER

DATE RFP ISSUED: December 22, 2017

Lease of improved real property (land) that shall accommodate a minimum of 100 off-street vehicle parking spaces, for the exclusive use of the State of Alaska, Department of Administration, Shared Services of Alaska, located in Juneau, Alaska.

SEALED PROPOSALS SHALL BE RECEIVED AT THE ABOVE ADDRESS UNTIL 3:00 P.M. ON JANUARY 5, 2018.

IMPORTANT NOTICE: If you intend on submitting an offer, you must register for this particular RFP to receive subsequent amendments. To register, you must call (907) 269-0303 or fax a Solicitation Registration Form to (907) 269-0308. The Solicitation Registration Form is located at the following Website:

<http://doa.alaska.gov/dgs/> Failure to register may result in the rejection of your offer.

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

Initial _____ Initial _____

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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.


 Ken Stewart CONTRACTING OFFICER IV PHONE 907-269-8486 FAX 907-269-0308 TDD 907-375-7782	 _____ COMPANY SUBMITTING PROPOSAL _____ AUTHORIZED SIGNATURE _____ PRINTED NAME _____ _____ DATE
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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.

1.3 PROPOSAL CHECKLIST

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

- ☐ One (1) completed signature page of this RFP.
- ☐ One (1) completed OFFEROR'S INFORMATION PAGE.
- ☐ One (1) completed PRICE OFFER PAGE (in a **separate** sealed and marked envelope).
- ☐ 1 copy of your entire proposal package (including any applicable narratives, floor plans, site plans, parking plans, photos, renderings or anything else important for evaluators use. If provided, only one floor covering, paint or other sample of this type is needed).
- ☐ Proof of insurance.
- ☐ Evidence of an Alaska Business License.

END OF SECTION

2. STANDARD TERMS AND CONDITIONS

2.1 AUTHORITY

This Request for Proposal 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 Request for Proposal. 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, evidence must be provided upon request that the agent's authority is in effect on the Request for Proposal 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 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 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.

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 Contracting Officer at:

State of Alaska
Shared Services of Alaska
Attn: Ken Stewart
550 West 7th Avenue, Suite 1960
Anchorage, Alaska 99501-3558

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) 269-8486, fax (907) 269-0308 or TDD at (907) 375-7782.

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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 Request for Proposal (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 Contracting Officer 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

Faxed offers are not acceptable.

One (1) copy of the PRICE OFFER PAGE should be submitted and one (1) copy of the REMAINDER OF THE OFFER should be submitted in a sealed envelope or container marked as below. Offers may also be submitted electronically to Contracting Officer Ken Stewart at Email address: ken.stewart@alaska.gov.

Offeror's Return Address

State of Alaska
Department of Administration
Shared Services of Alaska
Leasing and Facilities Section
550 West 7th Avenue, Suite 1960
Anchorage, Alaska 99501-3558

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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 contract or the proposed award of a contract. The protest must be filed in writing and include the following information: (1) the name,

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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 DEFAULT

In case of default by the Lessor for any reason, the State may procure the goods or services from another source and hold the Lessor responsible for any resulting excess cost and may seek other remedies under law or equity.

2.9 DISPUTES

Any dispute arising out of the lease shall be resolved under the laws of Alaska. Any appeal of an administrative order and any original action to enforce any provision of this lease or to obtain any relief from or remedy in connection with this lease may be brought only in the Superior Court for the Third Judicial District of Alaska.

2.10 PREPARATION FOR OCCUPANCY

In preparing the space for occupancy under the lease resulting from this Request for Proposal, 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 absence of local regulations, State codes shall apply. Minimum requirements established in this Request for Proposal 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.

2.11 FIRM OFFER

For the purpose of award, offers made in accordance with this Request for Proposal must be good and firm for a period of ninety (90) days from the date of closing for receipt of proposals in response to the RFP.

2.12 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.

2.13 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 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.

2.14 AMENDMENTS TO THE REQUEST FOR PROPOSAL

Should the Shared Services of Alaska consider it necessary to revise any part of this RFP, a written amendment will be provided to all potential Offerors who registered for this RFP with the Shared Services of Alaska. To register, Offerors must call (907) 269-0303 or fax a Solicitation Registration Form to (907) 269-0308. The Solicitation Registration Form is located at the following Website: <http://doa.alaska.gov/dgs/>.

2.15 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

2.16 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 Request for Proposal (i.e., conditional financing commitment or bank letter of credit, etc.).

Within thirty (30) days of Notice of Final Award, 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.

2.17 EXTENSION OF PRICES

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

2.18 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.

2.19 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 Intent to 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.

2.20 PROPOSAL REJECTION

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

2.21 HINDRANCE TO PUBLIC MISSION

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

2.22 DELIVERY AND CONDITIONS OF PREMISES

The term "ready for occupancy" requires the space to meet all the requirements of the Request for Proposal. 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.

2.23 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;

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sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; or strikes.

2.24 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 Request for Proposal.
- (B) Offeror shall submit with the offer, a detailed parking layout for all areas of the proposed space drawn to 1/8" scale. The plans shall show location and number of spaces of all parking to be provided.
- (C) If an Offeror chooses to submit more than one parking layout with the offer, the State reserves the right to select only the parking layout deemed most advantageous by the State and score only that parking layout for the purpose of evaluating the offer.

AS 36.30.210(e) requires that each Offeror must have a valid Alaska Business License **on the closing date** of the Request for Proposal. 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;
- (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.

2.25 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

Juneau, Alaska within an easily accessible location in an area adjacent to or bounded by:

Western Boundary

Beginning at the southernmost end of Whittier Street, continue north along Whittier Street to its intersection with W Willoughby Avenue.

Northern Boundary

From its intersection with the western boundary, continue eastward along W Willoughby Avenue to its intersection with Village Street; continue eastward following a line extending W Willoughby Avenue eastward approx. ¼ mile to the intersection of Main Street and 5th Street.

Eastern Boundary

From its intersection with the Northern boundary, continue southward on Main Street to the intersection of Main Street and Egan Drive.

Southern Boundary

From its intersection with the Eastern Boundary, continue westward on Egan Drive to its intersection with Whittier Street.

The attached map may be used for general information purposes only. The above description applies if there are any discrepancies between the map and the description.

3.2 ADJACENT DEFINED

The term adjacent means that the land on which the building is located must be touching the boundary stipulated above.

3.3 DATE OF OCCUPANCY

Occupancy is required within Sixty (60) days after Notice of Final Award and Notice to Proceed, but it is preferred that occupancy commence immediately when deemed ready for occupancy. Compliance to all parts of this Request for Proposal will be required prior to tenancy including a certificate of Insurance.

3.4 PRE-OCCUPANCY REQUIREMENT

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

- a. Certificate of Insurance
- b. As-Built drawings (Provide within thirty (30) days of occupancy)

3.5 INITIAL TERM OF LEASE

Approximately Two (2) years from date of occupancy.

3.6 RENEWAL

The State shall have the sole option to renew the lease for Four (4) additional Two (2) year periods. The renewal option shall be exercised solely by the State giving the Lessor written notice prior to the expiration of the term.

3.7 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. 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. This may require the Lessor to provide full property maintenance and functions during any change in hours of operation such as, lighting, snow removal, etc. at no additional lease costs.

3.8 INGRESS AND EGRESS

All parking shall be available on a 24 hour day, seven (7) days a week basis.

3.9 RIGHT TO USE

The State shall have the right to use said premises for State of Alaska employee and state-owned vehicle parking, 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.

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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 will be prepared by the State and will include this Request for Proposal, 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.

3.12 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: electricity, trash removal from the premises and snow and ice removal from walkways and parking areas 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 parking, and any subsequent alterations of the proposed parking areas, shall meet the specifications of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG, Appendix A to 28 CFR, Part 36) as published in the Federal Register, Vol. 56, No. 144, Friday, July 26, 1991, Rules and Regulations (hereafter referred to as ADA compliance) 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) defines the State of Alaska as a "public entity" subject to Title II of the ADA. The Lessor must provide parkign that meets ADA compliance as it applies to a public entity. In providing parking 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.

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ADA compliance under Title II is more stringent than the compliance requirements for commercial space. When providing space to the State under ADA compliance requirements, the **Lessor is aware of and will comply with the following additional requirements:**

- (1) Provide ADA compliant signage.
- (2) Provide accessible parking, where parking is provided.
- (3) Provide at least one (1) accessible passenger zone, where loading zones are required.
- (4) 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 Request for Proposal. The ADA Facility Audit Affidavit must indicate that the proposed space complies with all the requirements of ADAAG **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 compliance. 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 above-prescribed ADA compliance.

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 parking space that is ADA compliant but if no compliant parking space is available, will consider non-compliant space. If non-compliant parking space is offered, the successful Offeror offering non-compliant parking space acknowledges that they are proposing space that does not fully comply with the specifications of the Accessibility Guidelines for Buildings and Facilities per the Americans with Disabilities Act (ADA) as published in the Federal Register, Vol. 6, No.

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144, Friday, July 26, 1991, Rules and Regulations (hereafter referred to as ADA compliance).

Should the State discover, any time during a lease resulting from this Request for Proposal, that space meeting ADA compliance 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 is in ADA compliance;
- (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 ADA compliance;
- (c) if the leased facility meets ADA compliance within the specified time, the lease shall not be affected, including no additional cost to the State resulting from the leased facility meeting ADA compliance;
- (d) if ADA compliance 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 is in ADA compliance.

3.17 CONTRACT CHANGES

Changes in the configuration of the parking 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.

Changes in the parking space areas 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 parking spaces. The Contracting Officer may prescribe forms and procedures for authorizing changes to the parking space.

3.18 ACCIDENT HAZARD

The Lessor shall maintain the leased property free of hazards. If any accident hazards relative to the property are detected through inspection, the hazards shall be corrected by the Lessor promptly, and at no expense to the State.

3.19 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.

3.20 COMPLIANCE WITH LAWS

All 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 site alterations which may be required to correct violations of all applicable federal, state and local laws, codes, ordinances and regulations.

3.21 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.

3.22 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 (60) 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.

3.23 HOLDING OVER

Prior to the lease expiration, the State will provide a (60) day written notice to the Lessor, informing the Lessor the Lease will be in hold over status, for a period up to one (1) year, at the same monthly lease rate. After a hold over period of one year tenancy shall be

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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.

3.24 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.

3.25 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,

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- (8) and permit the Lessor to enter the leased premises at reasonable times to examine the conditions of same.

3.26 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.

3.27 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 coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable. 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.

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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.

3.28 MAINTENANCE SERVICES

Unless otherwise indicated, the Lessor shall be responsible for maintenance services as outlined below for the leased premises. These services shall be performed on an as needed basis or at the reasonable request of the state unless otherwise specified or as convenient as possible to the State. The premises will be primarily used Monday through Friday, except State holidays.

Lessor shall automatically dispatch plow/sanding truck and or equivalent equipment when snow accumulation reaches 1.5 inches or when any ice is present. Any presence of accumulation of ice shall have sand spread on it prior to the beginning of state operating hours (see hours of operation sec. 3.7).

Lessor shall dispatch at minimum one truck with one qualified driver to plow, and sand the parking lot, and shovel and sand access sidewalks.

The Lessor shall maintain equipment required by this contract in good repair and safe operating condition.

WEEKLY SERVICE:

- Clean any trash, debris or waste which may have accumulated on the property.

AS REQUIRED SERVICES:

- Replace burned out parking area street lamps, to be furnished by the Lessor.
- Remove snow and ice from sidewalks and parking areas as applicable to an extent that will render the areas safe to pedestrian traffic and automobile operation.

3.29 COMPLIANCE

The Lessor agrees that after reasonable notice by the State to the effect that the maintenance obligations as specified herein for the leased 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

Initial_____ Initial_____

4. LEASED PREMISES REQUIREMENTS

4.1 TYPE OF SPACE

The space proposed shall be of sufficient size to allow proper and easy parking of a minimum of one-hundred (100) vehicles and shall be properly lighted and have a hard and well-drained surface. Parking spaces dimensions, drive aisles, and other parking lot components shall meet dimensional requirements as defined by the City Borough of Juneau (CBJ), Title 49. Accessible parking spaces shall be provided as required by CBJ Title 49 and the American with Disabilities Act (ADA).

4.2 LIGHTING

Parking lot lighting shall comply with CBJ requirements, and shall meet the recommendations for parking lots in The Lighting Handbook, 9th Edition, published by the Illuminating Engineering Society (IES).

4.3 SIGNS

The Lessor shall provide and erect/affix adequate signage to identify the State's presence. In addition, Lessor shall provide and erect/affix adequate signage or striping to identify the required amount of parking spaces. Further, signage shall meet all locally adopted regulations and codes including ADA requirements. Signs shall be approved by the State and provided and erected at no cost at all parking lot entrances and at all parking spaces identified for specific use (Executive, ADA, etc.) The State reserves the right to affix additional signs, at the State's cost, within the leased space to further identify authorized use.

4.4 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.

END OF SECTION

5. AWARD CRITERIA

5.1 METHOD OF AWARD

Award will be accomplished in three (3) stages:

- In the first stage, the Evaluation Committee will assign points to those offers that are deemed responsive by the Contracting Officer. The Evaluation Committee may conduct an onsite inspection of the site proposed. Upon completion of the evaluation scoring by the Committee, the Contracting Officer will open the PRICE OFFER PAGE and calculate allotted points for all offers. The Contracting Officer 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 Contracting Officer. 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 Contracting Officer 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 Contracting Officer 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.
- In the third stage, the Contracting Officer, the State agency and the prospective awardee will work in good faith with each other to finalize an acceptable parking plan. The purpose of this stage is to settle on a parking plan which meets the State's parking needs in the Request for Proposal.

If a satisfactory parking plan is achieved which meets the requirements of this Request for Proposal, the State will issue a Notice of Intent to Award in accordance with AS 36.30 and 2 AAC 12. If a satisfactory parking plan cannot be achieved which meets the requirements of this Request for Proposal, the prospective awardee's offer shall be rejected. The award process will start over working in good faith effort with the second highest ranked offeror at the third stage (see Method of Award).

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5.2 EVALUATION OF PROPOSALS

The process of evaluation is based on factors defined in this Request for Proposal. The Contracting Officer will chair the Evaluation Committee and will appoint additional members.

Evaluation Committee members may or may not have specialized knowledge or technical expertise regarding all of the information submitted for evaluation. It is the Offeror's responsibility to fully explain in layman's terms the advantages, attributes, benefits, and technical aspects of all information they feel is pertinent to the State's decision making process in awarding points. Proposals that merely propose to meet or exceed the requirements with no further explanation will not garner additional evaluation points.

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 Contracting Officer.

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

5.3 EVALUATION FACTORS

For the purpose of evaluation only, all TOTAL PRICE OFFERS will be subjected to Present Value Analysis. The result of such analysis will be used in the analysis of offers described below:

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. $[(\text{Lowest TOTAL PRICE OFFER}) \times (\text{Maximum Points for Price})] \text{ Divided By } (\text{Price of Higher Offer}) = \text{Points}$. **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.

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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

The 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 (such as moving costs, 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.
5. The CPI rate used for the PVA calculation shall be 2.22% per year, compounded annually. CPI adjustments will be included as if they were timely requested in accordance with the ADJUSTMENTS paragraph of the LEASE PROVISIONS section of the RFP. Please be advised that CPI adjustments are only applicable to 35% of the total Monthly Base Lease Cost; CPI adjustments are not applicable to the remaining 65% of the total Monthly Base Lease Cost or the total Monthly Leasehold Improvement Costs. Offeror's are advised to carefully review the referenced section and the PRICE OFFER PAGE for additional information related to CPI adjustments.
6. The discount rate used for the PVA calculation shall be 6% per year.
7. After step seven, the value shall be rounded to the nearest whole number (rounded up for fractions of .5 or greater and rounded down for fractions less than .5). This is

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the value that shall be used to determine the number of points the offer shall receive for the Price component of the evaluation process.

8. After step eight, the number of points the offer shall receive for the Price component shall be rounded to the nearest whole number (rounded up for fractions of .5 or greater and rounded down for fractions less than .5).
-

EXAMPLE

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

Example Lease Assumptions:

- Discount Rate = 6%
- CPI Rate = 2.22%
- Annual CPI adjustments
- Firm Term = Two (2) years
- Option Term = One (1) year

Summary of PRICE OFFER PAGE

• Monthly Base Lease Cost	\$ 2,000 x 36 months = \$	72,000
• Monthly Leasehold Improvement Cost	\$ 1,000 x 24 months = \$	24,000
• Head Bolt Heater Cost		\$ 500
• Moving Cost		\$ <u>10,000</u>
• Total from PRICE OFFER PAGE		\$
<u>106,500</u>		

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Application of the Present Value Analysis

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

*1 Month 1 = Monthly Base Lease Cost + Monthly Leasehold Improvement Cost

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- *2 Months 2–12 = Monthly Base Lease Cost + Monthly Leasehold Cost
- *3 Months 13-24 = Adjusted Monthly Base Lease Cost (1st CPI adjustment) + Monthly Leasehold Cost
- *4 Months 25-36 = Adjusted Monthly Base Lease Cost only (2nd CPI adjustment)

Function, Planning and Design: Evaluation of the planned efficiency for the proposed parking area, including ADA accessible pathway to & from the parking area, lighting. Additional parking lot lights; access which exceeds ADA requirements of this Request for Proposal; and functional parking plan layouts that enhance accessibility is better. **20 points maximum**

Appearance and Indoor Environment: Evaluation of enhancements which exceed minimum requirements (for example, ease of access, exceeds the minimum number of spaces, external aesthetics (for example, external landscaping, pavement, higher grade materials and finishes, harmonious relationship to surroundings, is better. **10 points maximum**

Public Convenience and Location: Evaluation of public access by employees by vehicle (for example, on a major road; ease and safety of access to the parking areas from a major road or highway, traffic lights, crosswalks and pedestrian access); Additional parking, parking closer than minimum to state office buildings is better; proximity or location in a major traffic pattern, additional or enhanced signage is more desirable; availability of landmarks known to general population that directs employees to location is desirable. **10 points maximum**

END OF SECTION

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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 _____

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) _____

Initial _____ Initial _____

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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 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 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

Initial _____ Initial _____

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6.1 OFFERED SPACE

Total Square Feet of Leased Area _____ 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 BE ADA COMPLIANT, in accordance with the ACCESSIBILITY paragraph of the LEASE PROVISIONS section of the RFP, on the date of occupancy and throughout the entire occupancy of the State?

Yes _____ No _____

6.2 PRICE OFFER PAGE

A. BASE LEASE COST

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

The above MONTHLY COST (+ allowable CPI adjustments) will be paid directly to the Lessor each month of the firm term and all optional renewals. The above MONTHLY COST will be included in the Base Monthly Lease Rate for CPI calculations as outlined in the ADJUSTMENTS paragraph of the LEASE PROVISIONS section of this RFP. The CPI rate indicated in the EVALUATION FACTORS paragraph of the AWARD CRITERIA section of this RFP will be applied to the MONTHLY COST above for purposes of calculating the Present Value of the offer.

NO COSTS BELOW THIS LINE ARE SUBJECT TO CPI ADJUSTMENTS

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. No CPI increases will be allowed on the LEASEHOLD IMPROVEMENTS COST. DO NOT include this LEASEHOLD IMPROVEMENT COST in the BASE LEASE COST box(es). See the LEASEHOLD IMPROVEMENTS DEFINED paragraph of the BUILDING REQUIREMENTS section of this RFP for further definition and clarification of leasehold improvements.

TOTAL PRICE OFFER

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

7. SPECIAL NOTICE TO OFFERORS

NEW "LITTLE DAVIS BACON ACT" CHANGES FILING PROCESS AND ASSESSES SPECIAL FEES ON PUBLIC WORKS CONSTRUCTION PROJECTS

The news release concerning these changes is at:
<http://labor.state.ak.us/news/2003/news03-23.htm>

Governor Murkowski signed CSHB 155 into law on June 16, 2003. This new law allows contractors working on certain public construction projects to file bi-weekly versus weekly-certified payrolls to the Alaska Department of Labor and Workforce Development (DOLWD), **and** it levies filing fees.

- **What does this change accomplish?**

State Funded Projects - Instead of submitting certified payrolls weekly, prime Contractors working on State funded public construction projects are now allowed to file certified payrolls every other week - bi-weekly payroll reports on State funded project shall not contain Social Security Numbers. In conjunction with this statutory change, the DOLWD is revising the certified payroll form. The revised certified payroll form is available at:

<http://www.labor.state.ak.us/lss/lssforms.htm>

Federally Funded Projects - Federal weekly payroll filing requirements under 29 CFR 5.5 (a) (3) are not changed by this new law. But, the assessment of a one percent fee based on the estimated value of work performed and of the value of each subcontractor's price now applies (see below).

And, Federal Statue and form 25D-55 still require Social Security Numbers for the certified weekly payroll reports submitted on Federally funded projects.

- **Are there special forms to file and fees to pay?**

The prime Contractor working on any public construction project of \$25,000 or more must file a "Notice of Work" and a "Notice of Completion" form with the DOLWD.

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A one percent filing fee will be assessed on contracts greater than \$25,000. The fee will be based on the estimated value of work to be performed by the prime contractor, and one percent of the value of each subcontractor's price. The maximum fee is \$5,000.00.

Amounts paid to owner/operators who do not use employees are exempt from the filing fee.

The Contractor must provide to the Contracting Agency a copy of the "Notice of Work" form that has been date stamped as received by the DOL along with confirmation of fee payment before work on the project may commence.

And, the Contractor must file a "Notice of Completion" with the DOLWD when work is completed. The Contracting Agency will not perform the "close-out for final project completion" until notice from the DOLWD that they have processed the Contractors "Notice of Completion" form. The "Notice of Work" and "Notice of Completion" forms are available at: <http://www.labor.state.ak.us/lss/lssforms.htm>

- **What about emergency work and projects bid opened before July 1, 2003?**

There are special provisions for filing the "Notice of Work" and the payment of fees for an emergency response project. Contractors have 14 days after starting work in which to file the "Notice of Work" and pay the fees on an emergency response project.

A prime Contractor under a contract that had a final bid date before July 1, 2003 will not be required to pay a filing fee, regardless of when the work starts.

- **How can I find out more about this new law?**

Contact the Dept. of Labor Workforce and Development, Wage and Hour Administration at:

Juneau	907.465.4842
Anchorage	907.269.4900
Fairbanks	907.451.2886

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8. MAP

