



ALASKA PERMANENT
FUND CORPORATION

REQUEST FOR PROPOSALS

REAL ESTATE CONSULTANT & SERVICES

RFP APFC-FY18-003

ISSUED FEBRUARY 12, 2018

REAL ESTATE CONSULTING SERVICES FOR THE ALASKA PERMANENT FUND CORPORATION

ISSUED BY:

ALASKA PERMANENT FUND CORPORATION
801 W 10th Street, Suite 302
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PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Permanent Fund Corporation (APFC) is soliciting proposals for **REAL ESTATE CONSULTANT**. APFC seeks to engage a real estate consultant to work with staff in providing expertise and assistance in three areas:

- 1) General Real Estate Consulting,
- 2) Third Party Valuation Management, and
- 3) Data Management and Reporting.

This can be three distinct firms. **A MORE DETAILED DESCRIPTION INCLUDING SCOPE OF WORK IS PROVIDED IN SECTION 3 AND SECTION 5.**

SEC. 1.02 BUDGET

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received by email, delivery service or by regular mail no later than **4:00 P.M.** prevailing Alaska Time on **MARCH 5, 2018**. Faxed proposals are not acceptable. Oral proposals are not acceptable.

SEC. 1.04 PRIOR EXPERIENCE

For offers to be considered responsive, offerors must meet these requirements. Failure to meet the minimum requirements may result in the proposal being considered non-responsive.

Basic minimum criteria: All firms submitting proposals for all or a portion of this RFP must meet the following minimum criteria for each area they are submitting a proposal to provide services:

1. General Real Estate Consultant

- **The firm must (a) be in business of providing real estate consulting services to institutional clients over the course of at least two business cycles and (b) at December 31, 2017 have at least \$5 billion of client base under advisement.**
- **As of December 31, 2017, the person assigned to APFC's account as the primary real estate consultant (primary consultant) must have at least ten (10) years combined experience in serving as a primary consultant to institutional funds with real assets of at least \$1 billion.**
- **The firm must agree in writing (i.e., in the contract) that it will serve as a fiduciary and provide its services in accordance with a fiduciary standard of care.**

2. Third Party Valuation Expert

- **MAI Designation**
- **Combination of 5 years' experience performing appraisals for commercial and multifamily properties, and / or experience in coordinating the evaluation or conducting the valuation process.**

3. Data Management and Reporting

- Expertise in Yardi product line, implementation experience preferred.
- Database administration experience.
- Experience in generating performance calculations using industry standards/methodologies.

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

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: **SHANNON MCCAIN** - PHONE **907-796-1503** - Email smccain@apfc.org - TDD **907-796-1523**

SEC. 1.07 RETURN INSTRUCTIONS

If submitting by mail or delivery service, Offerors must submit six (6) hard copies of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Alaska Permanent Fund Corporation
Attention: **SHANNON MCCAIN**
Request for Proposal (RFP) Number: **APFC-FY18-003**

RFP Title: **REAL ESTATE CONSULTANT**

801 W 10TH STREET, SUITE 302
JUNEAU, AK, 99801

The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to smccain@apfc.org as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line:

RFP Title: **APFC-FY18-003 Real Estate Consultant**

The **maximum** size of a single email (including all text and attachments) that can be received by APFC is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at **907-796-1503** to confirm that the proposal has been received. APFC is not responsible for unreadable, corrupt, or missing attachments.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Faxed proposals will not be accepted.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least **120 days**; and

- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

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

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO PROPOSALS

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

SEC. 1.11 AMENDMENTS TO THE RFP

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

SEC. 1.12 RFP SCHEDULE

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

- Issue RFP **FEBRUARY 12, 2018**
- Deadline for Receipt of Proposals **4 PM, MARCH 5, 2018**
- Proposal Evaluation Committee complete evaluation by **MARCH 19, 2018,**
- APFC issues Notice of Intent to Award a Contract **MARCH 27, 2018,**
- APFC issues contract **JUNE 1, 2018,**
- Contract start **JULY 1, 2018.**

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

SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

SEC. 1.14 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the APFC project director.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The APFC oversees the Alaska Permanent Fund (Fund), a \$65 billion state sovereign wealth fund established by Article IV, Section 15 of the Constitution of the State of Alaska. This Article was created in 1976 by a voter-ratified amendment to the Alaska Constitution and directs a portion of the State of Alaska's mineral royalties into the principal of the Fund, to be invested in perpetuity.

By statute, the Alaska State Legislature created the Board and the Corporation (APFC) to manage the investments of the Fund and separated the Permanent Fund from the State's treasury function. The APFC Board of Trustees, with the Executive Director, who serves at the pleasure of the Board, determines policies and makes decisions concerning the investment and administrative operations of the Fund. The Board maintains fiduciary responsibility for investment policy, asset allocation, and Fund performance.

The Fund received its first deposit of dedicated mineral revenue in 1977 and has grown to over \$65 billion today. In the beginning, the Fund was conservatively invested in the fixed income market and over the years, has expanded into other major asset types. Today the Fund is a mature investment fund with characteristics similar to other large public funds and endowment funds.

The APFC's current general consultant is Callan Associates Inc. KPMG is the Fund's current auditor and The Bank of New York Mellon is the Fund's current custodian and securities lending agent. From time to time the APFC manages other State funds; the assets of all such other funds are invested in the same manner as the Permanent Fund.

As of December 31, 2017 the Fund has an 11% allocation to real estate and is 9% funded with a net value of approximately \$5.6 Billion. Subsequent to year-end, a significant multi-family asset was sold bringing current funded exposure to \$4.2 billion or 6.4% of the overall APFC. The 55 asset portfolio consists of a mix of wholly owned, JV, Core/Non-Core, US and global properties.

The return objective for the APFC's real estate portfolio is to generate a long-term total return between the expected return for equities and tradable income securities, calculated on a time-weighted basis over rolling five-year periods. A return objective of CPI + 4% is the overall target for the full real estate portfolio.

The Real Estate Program is governed by the APFC Investment Policy in addition to a Strategic and Tactical Plan. The Investment Strategy describes the plan set forth for the real estate program by setting out three to five year objectives and implementation plan for investment and management of the Fund's real estate assets. The Investment Strategy is reviewed by Staff annually and updated for consideration and approval by the Board when appropriate.

All assets are managed through Strategic Plans submitted annually by APFC Advisors. While certain responsibilities may be delegated to the Advisors, the APFC maintains discretion over major decisions such as acquisitions, dispositions and financing. Final approval of real estate investments rests with the Executive Director. While predominately a core portfolio, the Fund has implemented new strategies, such as Build to Core and private lending, in order to achieve the stated return objective.

While historically the APFC has not retained an overall Real Estate Consultant to complement Advisors of individual assets, this RFP is intended to retain a consultant (or consultants) to perform this function with specific services provided around (i) Strategic Planning and Investment Underwriting, (ii) Third Party Valuation / Appraisals, and (iii) Data Management and Reporting. Additionally, APFC is planning on considering geographic diversification through furthering international investments, which may leverage the historical Direct model, but will likely also include investments in international/global funds and co-investments with these fund managers. The selected Real Estate Consultant is expected to play a significant role in developing this global strategy, assisting with selection of partners, and underwriting investments.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 REAL ESTATE CONSULTING SERVICES

APFC seeks to engage real estate consultant(s) to work with staff in providing expertise and assistance in three areas:

- 1) General Real Estate Consulting,
- 2) Third Party Valuation Management, and
- 3) Data Management and Reporting.

1. General Real Estate Consultant:

The Director of Real Estate prepares a Real Estate Investment Strategy which describes the plan for the program's next five-year investment horizon. (This plan is adopted by the Board of Trustees.) The real estate staff prepares a Tactical Plan which is approved by the Executive Director, annually, and submitted to each strategic real estate investment manager.

The APFC private real estate portfolio realizes diversification and return objectives by investing in real estate assets with differentiation as to property type, ownership structure, investment style, life cycle stage, location/market and manager.

Consultant's role in the Strategic Plan Review/Implementation would include:

- *With a global view and approach to real estate investing:*
 - Review the Core/Non-Core, US/Non-US components of the portfolio and provide expected returns along with recommendations for any changes to the existing composition.
 - Review target property type weightings and recommend changes adequately supported by updated research.
 - Provide staff with research and analysis for suggested non-US markets for APFC investment with emphasis on political, specific Rule of Law considerations, currency, and tax impacts that support favorable risk adjusted results.
 - Assist APFC staff with the development of an overall Global Investment Strategy with appropriate balance and timing for non-domestic investments.
 - Recommend benchmark(s) for proposed Global Investment Strategy.
 - Assist and advise staff in the selection of external investment managers for investment in new non-US markets. Work with APFC staff to establish selection criteria for the potential engagement of new external investment managers; prepare background material for staff, provide reasoned analysis including evaluation factors and methods, screen prospective managers and establish, with APFC staff, a calendar of events regarding external investment manager selection that will culminate in a selection by staff and, if needed for a particular mandate, a recommendation for Board action to hire the chosen manager(s); coordinate candidate presentations to Board and/or staff as needed; assist the APFC and/or Board with interviews and comparisons; and assist in the communication of staff decisions regarding manager selection as requested by the APFC.

- Evaluate performance methodology currently in use and recommend any changes. Proposed changes should align to industry peers. Any proposed changes to performance measurement and reporting should be coordinated with the APFC's general consultant (Callan Associates).
- Keep APFC staff updated on new real estate investment themes by providing research and analysis for new opportunities.
- Other special assignments: including ability to underwrite proposed investments/properties, on an as needed basis. Provide recommendations for currency hedging or currency management associated with new and existing property investments. Other special assignments on an ad hoc basis.

2. Third Party Valuation:

APFC real estate assets are externally appraised every three years; a full scope appraisal is conducted the first year with subsequent limited scope appraisals in year 2 and 3. Appraiser assignments are rotated at the completion of the three year cycle. Currently this process is handled directly through the APFC real estate advisors, however, APFC is seeking to engage a Valuation Expert to handle this responsibility to bring independence, objectivity, and credibility to the process. In addition to the 3rd party appraisals, provide Internal Valuations every quarter.

Consultant's role in the Valuation process would include:

- Compile master list of properties requiring appraisals throughout the year.
- Conduct RFP process to secure three bids for each appraisal needed and engage Appraiser directly on APFC's behalf.
- Provide Portal to Property Manager to upload financial information for the Appraiser to retrieve.
- Engage in discussions with Appraiser on preliminary valuation and provide valuation(s) to APFC staff.
- Provide a forum for value reconciliation by mediating discussions between APFC staff and Appraiser.
- Review and approve final valuation.
- Assist staff in setting guidelines and thresholds for proper and timely review of all quarterly valuations (internal and external).

3. Data Management and Reporting:

APFC currently uses Yardi Voyager to track individual property data including financial information, commercial lease data, and quarterly performance. This information is used in the ongoing operations of the portfolio, to produce quarterly Board of Trustee presentations, and for APFC Finance staff to prepare consolidated financial statements and performance reports. APFC is seeking to engage a Firm to handle the monthly commercial lease upload and quarterly reporting process and to review performance reporting methodology and module, recommend changes, as necessary, and to take over management of the APFC's Yardi data going forward. Ultimately the consultant will be responsible for the ongoing system maintenance, custody of data, and periodic reporting to APFC Staff following an implementation. Consultant will work with APFC Staff on an ongoing basis around regular monthly and quarterly reporting required to be provided from the consultant to APFC Investment and Finance Staff and will work with Yardi or other third parties to maintain the system and receive data uploads from the properties (as collected by the APFC's advisors at each property). There will also be a component of ad hoc analysis and report generation that APFC Staff may require from time-to-time.

The selected candidate will prepare on a quarterly and as needed basis performance reports for APFC's real estate portfolio and sub-composites (e.g., Direct portfolio, Fund investments, Co-investments) including (i) time weighted returns vs. applicable benchmarks for 1-year, 3-year, 5-year, FYTD, CYTD, and since inception, (ii) IRR analysis for program and for individual investments. The consultant's staff would be available to APFC's real estate team to run ad hoc performance analyses (e.g., performance over various periods, various portions of portfolio against various benchmarks) on an as-needed basis.

The selected candidate must have demonstrated experience with Yardi Voyager.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of each contract will be from approximately July 1, 2018, for an initial term of three (3) years with five (5) one-year renewal options (renewals at the discretion of APFC).

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

SEC. 3.03 DELIVERABLES

General Real Estate Consultant

- Periodic reports with expected risk-return profiles of various Real Estate sectors and geographies (both domestic US and International)
- Periodic reports and analysis on suggested non-US markets with emphasis on political, specific Rule of Law considerations, currency and tax impacts
- With respect to New Advisor / Manager Selection for Direct Portfolio, Individual Direct Investments, Fund Investments and Co-Investments that consultant is assisting with the underwriting of; following internal committee approval – a final investment due diligence report along with an investment recommendation for APFC to proceed with the investment
- Quarterly investment pipeline reports outlining investment opportunities (either funds or direct opportunities) that the Consultant believes APFC should be aware of or consider
- With input from APFC assistance preparing quarterly Board of Trustees presentations
- With input from APFC assistance preparing annual Strategic and Tactical Real Estate plans
- All required travel will be included as part of the contract.

Third Party Valuation Management

- Delivery of Final Third Party Appraisals (coordinate with external Appraisers)
- Preparation of quarterly Internal Valuations
- Maintain master list of properties requiring external appraisals throughout the year

Data Management and Reporting

- Quarterly and Monthly Yardi reports with metrics to be outlined (and potentially adjusted from time-to-time) from APFC Investment and Finance staff (Yardi data and systems to be maintained by Consultant)
- Ad hoc Yardi reports as requested from time-to-time by APFC Investment and Finance Staff (Yardi data and systems to be maintained by Consultant)
- Quarterly, and ad hoc, investment return reporting for APFC's Real Estate portfolio and sub-components (i.e., Direct Portfolio, Fund Investments, Co-Investments). Reports will include (i) time weighted returns vs. applicable benchmarks for 1-year, 3-year, 5-year, FYTD, CYTD and since inception, (ii) IRR analysis for program, sub-composites and individual investments.

SEC. 3.04 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Executive Director of APFC or the Executive Director's designee. Under no conditions will APFC be liable for the payment of any interest charges associated with the cost of the contract. APFC will remit payments via EFT, and contractor will provide banking details to APFC upon award of contract and notify APFC of any changes.

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

SEC. 3.05 LOCATION OF WORK

APFC will not provide workspace for the contractor. The contractor must provide its own workspace.

SEC. 3.06 SUBCONTRACTORS

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

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause APFC to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior approval of the project director.

SEC. 3.07 JOINT VENTURES

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

SEC. 3.08 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.09 CONTRACT PERSONNEL

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

SEC. 3.10 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.11 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Executive Director of APFC or the Executive Director's designee.

SEC. 3.12 NONDISCLOSURE AND CONFIDENTIALITY

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

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

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- Any information on APFC's Real Estate Portfolio that is not otherwise publicly available;
- Any information on APFC's strategic plan or other internal, non-public information about future planned actions or focus areas for the APFC's Real Estate portfolio; and
- Any information or items further identified in final contract language with contractor.

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

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

SEC. 3.13 INSURANCE REQUIREMENTS

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

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

Offerors must review form **APPENDIX B1** and **B2**, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in **APPENDIX B1** and **B2** must be set out in the offeror's proposal.

SEC. 3.14 TERMINATION FOR DEFAULT

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

This clause does not restrict APFC's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person APFC should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet APFC's project schedule.

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet APFC's project schedule.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

SEC. 4.07 COST PROPOSAL

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in The contract award may result in three separate firms, based on the evaluation criteria set out in Section 5.

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.

SECTION 5. EVALUATION CRITERIA

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

SEC. 5.01

1. CRITERIA FOR REAL ESTATE CONSULTANT

- | | |
|--|-----|
| A. Recognized global real estate consultant (AUM, years in business, client account types) | 15% |
| B. Senior team members dedicated to account | 10% |
| C. Assumed standard of care: fiduciary capacity | 15% |
| D. Internal research capability | 5% |
| E. Single point consultant for the various identified RFP services | 10% |
| F. Client base includes sovereign wealth funds and pension funds as industry peers | 5% |
| G. Systems capabilities (proprietary and external) | 10% |
| H. Fees | 20% |
| I. Alaska offeror preference | 10% |

2. EVALUATION CRITERIA FOR THIRD PARTY VALUATION EXPERT

- | | |
|---|-----|
| A. Senior team member dedicated to account (MAI credentials) | 15% |
| B. 5 years of combined experience directly performing commercial and multifamily properties or managing the valuation process for properties of significant value: greater than \$40m | 10% |
| C. Property markets knowledge / research | 10% |
| D. Client base includes sovereign wealth funds and pension funds | 5% |
| E. Systems capabilities (proprietary and external) | 10% |
| F. Fees | 40% |
| G. Alaska offeror preference | 10% |

3. EVALUATION CRITERIA FOR DATA MANAGEMENT AND REPORTING

- | | |
|---|-----|
| A. Dedicated senior team member knowledge and experience | 10% |
| B. 5 years of combined experience with Yardi systems suite, including performance module | 10% |
| C. Other database knowledge applicable to assignment | 10% |
| D. Institutional real estate client base and industry specific performance measurement experience | 20% |
| E. Fees | 40% |
| F. Alaska offeror preference | 10% |

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

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

APFC may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide APFC reasonable access

to relevant portions of its work sites. Individuals designated by the procurement officer at APFC's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the APFC may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for

negotiations in a timely manner, or fails to negotiate in good faith, APFC may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

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

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

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

Sec. 6.12 ALASKA BIDDER PREFERENCE

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

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

Alaska Bidder Preference Statement

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

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

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

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

Alaska Veteran Preference Statement

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

SEC. 6.14 ALASKA OFFEROR PREFERENCE

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

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

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

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 Points for the Preference

STEP 2

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

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

STEP 3

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

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.04 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause APFC to reject the proposal as non-responsive, or cancel the contract.

SEC. 7.05 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;

- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 7.08 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 7.09 DISPUTES

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

SEC. 7.10 SEVERABILITY

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

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.05 RIGHT OF REJECTION**. However, if APFC fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish APFC's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if APFC's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 7.12 CONTRACT INVALIDATION

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Evaluation Criteria Worksheet
- 2) Standard Agreement Form - Appendix A
- 3) Appendix **B1** and **B2**

1. CRITERIA FOR GENERAL REAL ESTATE CONSULTANT

A. Recognized global real estate consultant (AUM, years in business, client account types)

1 2 3 4 5 6 7 8 9 10

Notes:

B. Senior team members dedicated to account

1 2 3 4 5 6 7 8 9 10

Notes:

C. Assumed standard of care: fiduciary capacity

1 2 3 4 5 6 7 8 9 10

Notes:

D. Internal research capability

1 2 3 4 5 6 7 8 9 10

Notes:

E. Single point consultant for the various identified RFP services

1 2 3 4 5 6 7 8 9 10

Notes:

F. Client base includes sovereign wealth funds and pension funds as industry peers

1 2 3 4 5 6 7 8 9 10

Notes:

G. Systems capabilities (proprietary and external)

1 2 3 4 5 6 7 8 9 10

Notes:

H. Fees
20%

I. Alaska offeror preference
10%

2. EVALUATION CRITERIA FOR THIRD PARTY VALUATION EXPERT

A. Senior team member dedicated to account (MAI credentials)

1 2 3 4 5 6 7 8 9 10

Notes:

B. 5 years of combined experience directly performing commercial and multifamily properties or managing the valuation process for properties of significant value: greater than \$40m

1 2 3 4 5 6 7 8 9 10

Notes:

C. Property markets knowledge /research

1 2 3 4 5 6 7 8 9 10

Notes:

D. Client base includes sovereign wealth funds and pension funds

1 2 3 4 5 6 7 8 9 10

Notes:

Evaluation Criteria Worksheet for Proposal Evaluation Committee
RFP APFC-FY18-003 General Real Estate Consultant and Services

E. Systems capabilities (proprietary and external)

1 2 3 4 5 6 7 8 9 10

Notes:

F. Fees

40%

G. Alaska offeror preference

10%

3. EVALUATION CRITERIA FOR DATA MANAGEMENT AND REPORTING

A. Dedicated senior team member knowledge and experience

1 2 3 4 5 6 7 8 9 10

Notes:

B. 5 years of combined experience of Yardi systems suite, including performance module

1 2 3 4 5 6 7 8 9 10

Notes:

C. Other database knowledge applicable to assignment

1 2 3 4 5 6 7 8 9 10

Notes:

D. Institutional real estate client base and industry specific performance measurement experience (20%)

1 2 3 4 5 6 7 8 9 10

Notes:

E. Fees 40%

F. Alaska Offerors Preference 10%

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	

This contract is between the State of Alaska,

8. Department of	Division	
		hereafter the State, and
9. Contractor		
hereafter the contractor		
Mailing Address	Street or P.O. Box	City
		State
		ZIP+4

10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm		
Signature of Authorized Representative	Date	
Typed or Printed Name of Authorized Representative		
Title		
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee
Department/Division	Date	Date
Signature of Project Director		Typed or Printed Name
Typed or Printed Name of Project Director		Title
Title		

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

APPENDIX B¹

INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

APPENDIX B²
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2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

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

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