



UNIVERSITY
of ALASKA
Many Traditions One Alaska

The University of Alaska is seeking proposals for Property Management Services of the Bragaw Office Center in Anchorage, Alaska.





UNIVERSITY of
ALASKA ANCHORAGE

REQUEST FOR PROPOSAL (RFP) NO. P18-003
PROPERTY MANAGEMENT SERVICES
FOR BRAGAW OFFICE CENTER (BOC) IN ANCHORAGE, AK

DELIVER/SUBMIT PROPOSALS ELECTRONICALLY VIA "BONFIRE" (See Instructions – Page 52):

- 1) List of Documents (Required and Optional)
- 2) Hyperlink for Uploading Offeror Documents

PROPOSALS MUST BE RECEIVED NO LATER THAN:

Thursday, March 22, 2018, 4:00 p.m. (Alaska Standard Time)

NOTE: Proposals are not subject to public opening.

CONTACT FOR RFP INQUIRIES:

Mary Beth Overturf, CPPO
Director, UAA Procurement Services
E-mail: overturf@alaska.edu
Phone: 907-786-6508

THERE WILL BE NO PRE-PROPOSAL CONFERENCE.

Issue Date: Tuesday, February 20, 2018

B. TABLE OF CONTENTS

Cover Page.....	Page 1
B. Table of Contents.....	Page 2
C. UA Instructions to Offerors.....	Pages 3 - 8
D. Additional Instructions to Offerors.....	Page 9
E. Checklist of Required Submittals.....	Page 10
F. Scope of Work.....	Pages 11 - 24
G. Proposal Evaluation and Award.....	Pages 25 - 26
H. Proposal Content Requirements.....	Pages 27 - 29
I. UA Exclusive Property Management Agreement	Pages 30 - 42
J. Additional Contract General Provisions	Pages 43 - 44
K. Cost / Price Schedule	Pages 45
L. Proposal Transmittal and Compliance Form	Page 46
M. Representations, Certifications, and Statements of Offerors	Page 47 - 51
Bonfire Submission Instructions – Attachment One (1)	Page 52

C. UA INSTRUCTIONS TO OFFERORS

1. General Requirements:

Offerors should read this solicitation carefully and review all instructions contained herein. Incomplete or incorrect proposals may be rejected as not conforming to the essential requirements of the Request for Proposals (RFP). Any deviations in a proposal from RFP requirements must be fully disclosed in detail on the PROPOSAL TRANSMITTAL & COMPLIANCE FORM of the RFP which must be submitted with the proposal. Proposals submitted on other than the prescribed forms contained in this RFP will be rejected. Offerors may copy the forms contained in the RFP for use in their proposals, but substitute forms or formats are unacceptable.

2. Sealed Proposals:

(a) The Offeror must submit electronically through the BONFIRE portal: one (1) original Technical Proposal (including all items indicated in the CHECKLIST OF REQUIRED SUBMITTALS for this Request for Proposals) and one (1) original of the Price / Cost Schedule in a separate electronic file through BONFIRE, in accordance with instructions in Attachment One (1) on Page 52 of this document.

(b) Late proposals will not be considered. A proposal is late if it is not uploaded through BONFIRE in its entirety before the time specified herein as the deadline for receipt of proposals.

(c) Proposal submittals must show full firm name and address of the Offeror. The Offeror's firm name should appear on each page of the proposal.

(d) All material submitted as part of a proposal will become the property of the University for use at its discretion.

(e) Authorized signatures are required. Proposals must be signed by an individual authorized to bind the Offeror to its provisions. The person signing the proposal must show title and/or evidence of authority to bind the firm in contract.

(f) Photographs may be included with the proposal as appropriate or as desired by the Offeror. There is no guarantee that photographs will be returned to Offeror.

(g) The PROPOSAL TRANSMITTAL AND COMPLIANCE FORM from this Request for Proposals shall be submitted as the cover sheet of each proposal.

3. Pre-proposal Conference:

There will be no Pre-Proposal Conference.

4. Period for Acceptance of Proposals:

The proposal shall remain valid for at least ninety (90) days after the closing date for receipt of proposals except as otherwise specified elsewhere in this solicitation.

5. Modification or Withdrawal of Proposals:

Modifications to or withdrawal of proposals may be allowed only if received prior to the deadline for receipt of proposals. No changes to or withdrawals of proposals will be permitted after the time for receipt of proposals specified in the solicitation.

6. Questions and Explanations Regarding the RFP or Proposals:

(a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, specifications, provisions, etc. must request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their proposals.

(b) Written questions must be submitted to the University of Alaska via the email address for inquiries shown on the face of this RFP. All inquiries must include the RFP number.

(c) Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors, as an amendment of the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Offerors.

C. UA INSTRUCTIONS TO OFFERORS (CONT.)**7. Errors and Ambiguities:**

(a) Offerors must read the RFP thoroughly. Any ambiguity, conflict, discrepancy, omission or other errors in this RFP should be reported in writing to the University of Alaska email for inquiries shown on the face of the RFP prior to the Pre-Proposal Conference and in any case must be reported prior to the proposal submittal deadline. Any changes or corrections to the RFP will be made only by written amendment issued by the University.

(b) Amendments shall be posted on the State of Alaska Online Public Notice website. To the extent practicable, the University shall give such notice to all interested parties, but shall not be responsible to those parties for receipt of this information. It is the Offeror's responsibility to ascertain prior to submittal that he/she is in receipt of any or all amendments to the solicitation. If an Offeror fails to notify the University prior to the submittal deadline of an error in the RFP or the Offeror's proposal, such proposal shall be submitted at the Offeror's own risk, and if a contract is awarded as a result of such proposal, the Offeror shall not be entitled to additional compensation by reason of the error or its later correction.

8. Anticompetitive Practices:

Offerors certify by submittal of their proposal that prices submitted have been independently arrived at and without collusion. Penalties for participation in anticompetitive practices include, but are not limited to, rejection of the proposal, suspension, debarment, civil and / or criminal prosecution.

9. Subcontracting:

If subcontracting is not prohibited by the solicitation, an apparent successful Offeror shall submit a list of the subcontractors it proposes to use in the performance of the contract within five (5) working days after receipt of a request from the University. The list must include the name and location of the place of business and a description of the portion of the contract to be subcontracted applicable to each subcontractor. Use of subcontractors in the performance of the contract is subject to University consent, and the University requires that subcontractors meet its criteria for responsible prospective contractors specified in these INSTRUCTIONS TO OFFERORS. The University may require replacement of any subcontractor which it determines not to be a responsible subcontractor.

10. Solicitation and Responsiveness of Offers:

(a) The solicitation requirements have been established to obtain full and accurate representation of Offeror responsiveness and responsibility which will enable the University to evaluate proposals and award contracts for providing the services requested. The University of Alaska in its sole discretion will determine responsiveness and final evaluation results for this RFP as provided herein.

(b) All responses to this RFP shall be subject to verification by the University. Any proposal which contains material or information which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation may result in rejection of the proposal.

11. Selection for Award or Rejection of Proposals:

(a) Selection for award and execution of contracts will be accomplished in accordance with Alaska Statutes Title 36 and the University of Alaska procurement regulations, policies, procedures, and the terms and conditions of this solicitation.

(b) The Contracting Agency will award a contract resulting from this solicitation to the responsible Offeror whose proposal conforming to the solicitation will be most advantageous to the Contracting Agency, cost or price and other factors, specified elsewhere in this solicitation considered.

(c) The Contracting Agency may (1) reject any or all proposals if such action is in the University's interest, (2) accept other than the lowest proposal and (3) waive informalities and minor irregularities in proposals received.

(d) The Contracting Agency may award a contract on the basis of initial proposals received without discussions. Therefore, each initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint.

(e) Discussions or negotiations may be conducted with all Offerors in the competitive range. If "Best and Final" offers are requested, they will be evaluated against the same criteria as were the initial proposals.

(f) This solicitation does not obligate the University to pay any cost incurred in the preparation or submission of such proposals, or to contract for service.

C. UA INSTRUCTIONS TO OFFERORS (CONT.)

(g) Any contract awarded as a result of this solicitation will incorporate the contents of this RFP and the successful Offeror's proposal. The successful Offeror(s) will be required to execute such a written contract and comply with its terms.

12. Responsible Prospective Contractors:

(a) Alaska Statute 36.30 and Federal Regulations (OMB Circular A-110, Attachment 0) prescribe that University contracts shall be awarded only to prospective contractors who are determined to be responsible. After determination on of an apparent successful Offeror, the University may make inquiries or require additional information from a prospective contractor relating to a determination of responsibility.

(b) Failure of an Offeror to promptly supply information in connection with a University inquiry with respect to responsibility may result in a determination of non-responsibility with respect to the Offeror.

(c) In order to determine responsibility of a prospective contractor, the University of Alaska may require Offerors to supply additional information or documentation, may perform on-site pre-award surveys, and inspect equipment or facilities.

(d) To be determined responsible, a prospective contractor must:

- (1) have adequate financial resources to perform the contract or the ability to obtain them;
- (2) be able to comply with the contract performance schedule taking into consideration all existing other business commitments;
- (3) have a satisfactory performance record;
- (4) have a satisfactory record of integrity and business ethics;
- (5) have the necessary organization, personnel, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- (6) have the necessary equipment and facilities or the ability to obtain them; and
- (7) be otherwise qualified and eligible to receive an award under applicable laws and regulations.

(e) A contract will NOT be awarded to any Offeror who is determined by the University to be a non-responsible prospective contractor.

13. Certified Cost or Pricing Data:

A prospective contractor maybe required to certify (in accordance with the Truth in Negotiations Act (P.L. 87-653) as implemented by FAR 15.802) that any cost or pricing data submitted were accurate, complete and current as of the date of final agreement on price. The executed certification must be presented to the Procurement Officer after negotiations are concluded and before award can be made. Following is the text of the certification that shall be used if called for by the Procurement Officer.

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Procurement Officer or to the Procurement Officer's representative in support of solicitation number _____ are accurate, complete, and current as of _____ (date). This certification includes e-cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Contracting Agency that are part of the proposal.

14. Public Information:

All submitted proposals and proposal information will be considered confidential until notice of intent to award is issued. After the notice of intent to award is issued, proposals will be become public information. Properly marked proprietary information supplied by an Offeror in response to an inquiry by the University relating to responsibility, will not be disclosed or available to the public. Proprietary information of the type not subject to public review includes Offeror submittals of: financial statements, tax records, personnel / personal information, etc.

15. Notice of Intent to Award:

Unless the contract is exempt from this requirement by AS 36.30, at least ten (10) days before the formal award of a contract, a Notice of Intent to Award will be issued listing the name and address of the successful Offeror(s).

C. UA INSTRUCTIONS TO OFFERORS (CONT.)**16. Protest:**

(a) An interested party may protest an award under this Request for Proposals to the Procurement Officer not later than ten (10) days after issuance of the Notice of Intent to Award. The Procurement Officer will issue a written decision within fourteen (14) days after date of filing of the protest.

(b) A protest must be filed in writing and must include the following information.

- (1) The name, address and telephone number of the protester.
- (2) The signature of the protester, or the protester's representative.
- (3) Identification of the contracting agency and the solicitation at issue.
- (4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- (5) The form of relief requested.

(c) An appeal from a decision of the Procurement Officer may be filed with the Chief Procurement Officer not later than ten (10) days after a protest decision is received by the protester.

17. Authority:

The University procurement official whose name appears on the cover sheet of this solicitation has authority to act as agent for the University of Alaska. Offerors are cautioned that instructions or interpretations contrary to the provisions of this solicitation, which are received from employees not specifically designated herein to act in this matter, are not valid or binding on the University.

18. No Bid / Proposal Response:

If no proposal is to be submitted, the face page of this solicitation should be returned to the issuing office marked "NO RESPONSE". Failure to submit a proposal or respond maybe cause for removal of your firm from the mailing list on future solicitations for similar products or services.

19. Discounts for Prompt Payment:

(a) Discounts for prompt payment will not be considered in evaluating offers for award. However, offered discounts will be taken on payments if earned.

(b) Cash discount period on any invoice received shall commence on the date shipment is received or date services are accepted by the University, or date of invoice whichever is later. In the event of adjustment or damage to a shipment subject to a cash discount, the date of receipt of shipment by the University shall be the date the shipment is finally accepted.

20. Descriptive Literature:

Descriptive literature must be submitted in duplicate with the proposal when an "equal" item is offered under a purchase description calling for a Brand Name "or equal". Failure to provide descriptive literature when requested on the CHECKLIST OF REQUIRED SUBMITTALS may render the proposal nonresponsive. Descriptive literature means information that is submitted as part of a proposal which sufficiently details the offer to determine its responsiveness to the solicitation specifications for evaluation purposes.

21. Brand Name or Equal Specifications:

(a) Unless specifically stated otherwise, the use of a brand name "or equal" purchase description is intended to describe the standard of quality, performance and characteristics desired, and is not intended to exclude substantially equivalent products.

(b) An item shall be considered to be substantially equivalent, or "equal" to a specified product, when in the opinion of the procurement officer, the offered "or equal" fulfills the salient characteristics set forth in the purchase description, and the University can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified "or equal" product.

C. UA INSTRUCTIONS TO OFFERORS (CONT.)**22. Testing and Samples:**

(a) The University reserves the right to request a demonstration or test of any or all products offered in response to a brand name "or equal" purchase description. If Offeror fails to respond within a reasonable time to a request by the procurement officer for demonstration / testing, an offer may be rejected as non-responsive to the solicitation.

(b) Samples of products, when requested, must be furnished free of expense to the University and if not destroyed by testing, will be returned at the Offeror's request and expense immediately following contract award.

(c) Unsolicited samples are submitted at the Offeror's risk and will not be examined or tested, and will not in any way cause variance from of the solicitation provisions.

23. Alaska Business License:

The Offeror must have a valid Alaska business license at the time the contract is awarded. Acceptable evidence that the Offeror possesses a valid Alaska business license may include the following;

(a) Copy of the Alaska business license.

(b) Provision of the Alaska business license number.

24. Alaska Bidder Preference:

(a) In accordance with AS 36.30.170 a procurement officer shall award a contract based on solicited offers to the lowest, responsive and responsible Offeror after an Alaska bidder's preference of five (5) percent has been applied.

(b) An Alaskan bidder is one who (1) holds a current Alaska business license, (2) submits a bid or proposal for goods, services, or construction under the name appearing on the person's current Alaska business license, (3) has maintained a place of business within the state staffed by the bidder or Offeror or an employee of the bidder or Offeror for a period of six months immediately preceding the date of the bid or proposal (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietor, and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS32.11 and all partners are residents of the state; and (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) above.

25. Alaska Veterans Preference:

For the purposes of evaluating offers, the bid price of an Offeror who qualifies as an Alaska veteran under AS 36.30.321 (f) shall be reduced by five percent. Note: The Alaska Veteran Preference may not exceed \$5,000.

26. Employment Preference Entitlement:

(a) In accordance with AS 36.30.321 preference may be applied to an offer submitted by an Alaskan bidder for qualified programs as follows:

Employment Program or Disability Preferences:

15% Alaska Employment Program (AS 36.30.321 (b))

10% Alaska Bidder Sole Proprietorship owned by an Individual with a Disability (AS 36.30.321(d))

Preferences may be claimed only if the bidder / Offeror is, at the time the bid or offer is opened, on the current list of qualified employment programs maintained by the State of Alaska, Department of Education – Division of Vocational Rehabilitation.

Note: A preference under this section is in addition to any other preference for which the Offeror qualifies. However, a bidder/Offeror shall not receive more than one of the employment or disability preferences.

(b) The Offeror acknowledges and agrees that if a proposed procurement under this solicitation is supported by a federal funding, AS 36.30 bidder and product preferences are not applicable and shall not be considered in evaluation of bids/offers.

C. UA INSTRUCTIONS TO OFFERORS (CONT.)**27. Alaskan Product Preference:**

(a) The Department of Commerce and Economic Development has statutory authority to administer the Alaska Product Preference under AS 36.30 and 3 ACC 92. The department publishes the "Alaskan Product Preference List" twice a year. Only products included in the list that was published at least 30 days before this Request for Proposal was issued will be eligible to receive preference in the award of this offer.

(b) Materials and supplies with value added in the state are: (1) more than 25 percent and less than 50 percent produced or manufactured in the state are Class I products and will be given a three percent (3%) preference. (2) More than 50 percent and less than 75 percent produced or manufactured in the State are Class II products which will be given a five percent (5%) preference. (3) More than 75 percent produced or manufactured in the state are Class III products and will be given a seven percent (7%) preference.

(c) Offerors claiming this preference shall so indicate clearly in their proposal and indicate the class of preference claimed (I, II, or III). Failure to so indicate will result in no preference being granted.

(d) Recycled Product Preference: In accordance with AS 36.30.337, a five percent (5%) preference will be applied to proposals offering eligible recycled products. This preference is in addition to other preferences allowed for the procurement.

28. Application of Preferences:

For an offer to which more than one statutory preference applies, i.e., the Alaska preference, the employment program preference, the Alaska product preference, or recycled product preference, etc., the procurement officer shall add the preference percentages together and reduce the offered price by the sum of the percentages for evaluation purposes.

End UA Instructions to Offerors

D. ADDITIONAL INSTRUCTIONS TO OFFERORS

1. MULTIPLE OR ALTERNATE OFFERS: Unless specifically allowed, multiple or alternate offers shall be deemed non-responsive and shall be rejected.

2. PRICING ERRORS: In case of error in the extension of prices in the proposal, the unit prices will govern. Written unit price shall govern over a numeric unit price when both are present or called for by the price schedule.

3. CANCELLATION OF SOLICITATION: UAA may (1) reject any or all proposals if such action is in UAA's interest, (2) accept other than the lowest proposal and (3) waive informalities and minor irregularities in proposals received.

4. OFFEROR IMPOSED TERMS AND CONDITIONS:

Offeror imposed terms and conditions which conflict with the terms, conditions or any provision contained in this proposal shall be considered "counter offers" and as such, may cause UAA to consider the offer as non-responsive.

If an Offeror attaches alternate / additional terms and conditions to their offer, such attachments must be accompanied by a signed disclaimer which states: "In the event of a conflict between the UAA terms and conditions and (Company / Offeror's Name) terms and conditions attached, the UAA terms, conditions, and all provisions of this proposal will prevail."

5. CONTRACT AWARD:

The successful Offeror shall be required to execute the Exclusive Property Management Agreement, a sample of which is provided in Section I.

End Additional Instructions to Offerors

E. CHECKLIST OF REQUIRED SUBMITTALS

Offerors are advised that, notwithstanding any instructions or inferences elsewhere in this Request for Proposal, the instructions provided and the documents shown on this sheet need be submitted with and made part of their proposal. Other documents may be required after the submittal deadline, but prior to award. Offerors are advised that failure to follow these instructions or submit the documents shown on this sheet and return the forms in the condition indicated MAY RENDER THE PROPOSAL NON-RESPONSIVE and eliminate it from further consideration!

X	The Proposal Transmittal and Compliance Form is to serve as the cover sheet for the Offeror's Technical Proposal. The Proposal Transmittal and Compliance Form must be signed and properly filled out and submitted with Technical Proposal.
X	All amendments that require acknowledgment shall be acknowledged in the space provided on the Proposal Transmittal and Compliance Form or by signing the Amendment Sheet and submitting with the proposal.
X	For Alaska Bidder Preference: A copy of the Offeror's current Alaska Business License shall be included in the proposal or the current license number provided in the space provided on the Proposal Transmittal and Compliance Form. Reference: Instructions to Offerors, Items 23 and 24.
X	<p>Submission of both the Technical Proposal and the Price / Cost Schedule via the following:</p> <ul style="list-style-type: none"> • BONFIRE: Submission Instructions on Page 52 [Attachment One (1) to this RFP] <ol style="list-style-type: none"> 1) List of Documents (Required and Optional) 2) Hyperlink for Uploading Offeror Documents

F. SCOPE OF WORK

Note: The terms "Offeror", "Proposer", and "Contractor" are used interchangeably throughout this document.

UA Facilities and Land Management (FLM) is soliciting proposals to secure property management services for the **Bragaw Office Center (BOC) in Anchorage, AK**, to include at a minimum, daily administrative, management and service provision responsibilities for janitorial services; general building security; fire and life safety services; general building engineering and maintenance; preventative maintenance; certain tenant improvements, renovations and alterations; tenant reactive requests; common space management; energy management; parking; recycling program; emergency response; and grounds keeping and landscaping and snow removal. A more detailed Scope of Work is included later in this document.

The length of the contract resulting from the RFP will be from July 1, 2018 through June 30, 2023 with three (3) additional periods of three years each at the University's sole discretion. Renewals / Extensions will be contingent on availability of funding and satisfactory performance.

BACKGROUND

The University of Alaska owns the Bragaw Office Center property, which consists of 1815 Bragaw, 1835 Bragaw and 1901 Bragaw, Anchorage, Alaska, along with a shared parking lot and grounds.

1815 Bragaw is a 2-story office building that houses Statewide University (UA) departments and programs, and may also house departments from the UAA, UAS or UAF campuses, or other businesses.

- Built 1971
- Total gross building area is 27,196 square feet
- Total usable area is 16,152, square feet

1835 Bragaw is a 5-story Class A office building that is generally occupied by non-University related businesses under commercial leases. The University reserves the right to locate any University department or program regardless of campus affiliation, in 1835 Bragaw.

- Built in 1978
- Total gross building area is 77,891 square feet.
- Total usable area is 72,929 square feet

1901 Bragaw is the responsibility of University of Alaska Anchorage (UAA), and houses UAA Departments and programs.

Under the terms of a Memorandum of Agreement between UA and UAA, UAA maintains all aspects of the structure and 5' from the exterior of the building for 1901 Bragaw. 1901 Bragaw is not included in the Scope of Work under this RFP. The Scope of Work will include 1815 and 1835 Bragaw and the parking lot, grounds and common areas of the Bragaw Office Center, excluding the building at 1901 Bragaw. However, Property Management will be required to coordinate with the Building Manager and other UAA staff at 1901 for some projects, such as work involving utility connections.

The BOC parking lot was resurfaced, restriped, new landscaping areas were added and lighting upgraded in 2015-2016. Work on the storm drains for the property was completed 2017. Exhibit B provides more detailed salient facts, location, condition and improvement description pertaining to this building. Exhibit C is a current stacking plan for 1835 Bragaw.

The Building Manager will be responsible for the administration and coordination of all required daily maintenance, operations and possible future capital improvement projects.

EXHIBITS

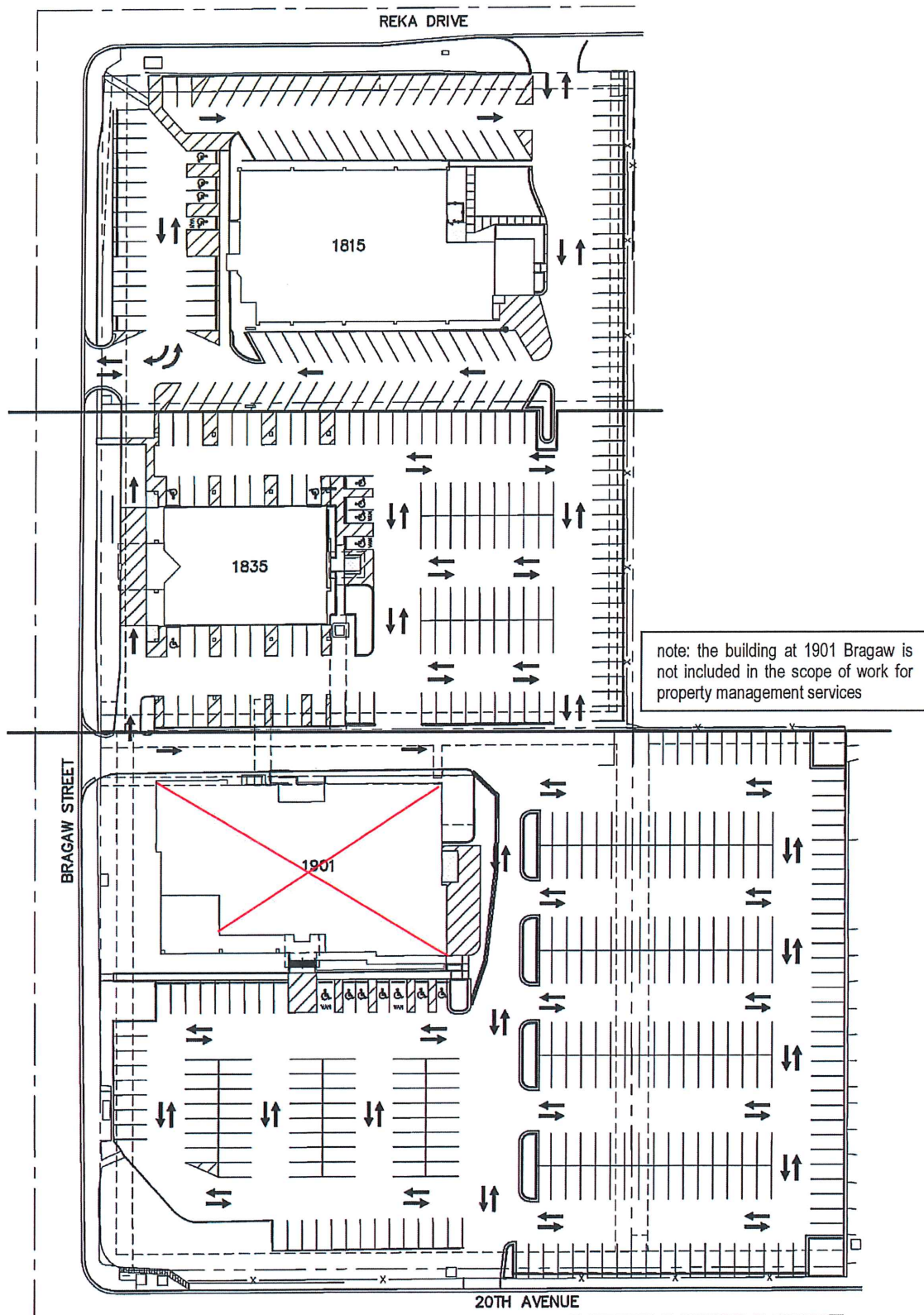
A site map and stacking plan of the BOC is provided on the following two pages.

**1835 Bragaw Street
Anchorage, Alaska
99508**

UPDATE: 01/26/18

Roof	Roof The Alaska Wireless Network, LLC 04/30/19		Roof Conduent State Healthcare, LLC 09/30/17	
5th Floor 17,346	500 Cornerstone Credit Services 17,346 11/30/23			
4th Floor 17,345	425 Vacant 7,717	450 Vacant 2,079	490 CITC 7,316 01/31/18	Storage Cornerstone 233 11/30/23
3rd Floor 17,345	300 Conduent State Healthcare, LLC 4,633 09/30/17	310 Conduent 1,034 09/30/17	350 Vacant 11,678	
2nd Floor 17,346	200 Conduent State Healthcare, LLC 17,346 9/30/2017			
1st Floor 4,413	110 GEICO 1,034 07/31/19	125 El Sol Travel, Inc. 688 06/30/20	160 Vacant 1,519	190 Edward Jones 1,172 07/31/21
Color Block	Expiration Year	Renewal %		
	2017	33.24%		
	2018	9.91%		
	2019	1.40%		
	2020	0.93%		
	2121	1.59%		
	2023	23.51%		
FUTURE TENANT		% Occupied	68.84%	
		% Vacant	31.16%	
		Total Sq. Ft.	73,795	

BRAGAW OFFICE CENTER



F. SCOPE OF WORK (CONT.)

BOC MAINTENANCE AND OPERATION SUMMARY BY FISCAL YEAR

Item	FY17	FY16	FY15
Utility	342,641	313,876	280,922
Security	54,703	20,514	23,074
Building Engineering (Maintenance)	105,905	105,941	157,368
Janitorial	98,022	101,311	99,250
Contractual	173,401	93,541	66,541
Commodities	54,703	41,562	28,941
Total Budget	799,710	676,747	656,097

BOC GROSS ANNUAL RECEIPTS BY FISCAL YEAR

Item	FY17	FY16	FY15
Gross Monthly Receipts (Total)	158,168	167,667	182,434

PROPOSED TIMELINE OF RFP PROCESS

The timeline set out herein represent the University's best estimate of the schedule that will be followed for this RFP process. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will typically be shifted by the same number of days.

The approximate solicitation schedule is as follows:

- 1) Issue the RFP: **February 20, 2016**
- 2) RFP Response deadline and Opening of Offers / Proposals: **March 22, 2018**
- 3) Proposal Evaluation Committee begins evaluations: **April 3, 2018**
- 4) Interviews of Offerors in the Competitive Range: **Week of April 9, 2018**
- 5) UAA issues a Notice of Intent to Award a Contract: **April 16, 2018**
- 6) Contract Start Date: **July 1, 2018**

F. SCOPE OF WORK (CONT.)

MINIMUM QUALIFICATIONS

The University will only consider proposals from firms that meet the following minimum qualifications as documented in the submittals. Proposals that do not meet the minimum qualifications shall be declared non-responsive and removed from further consideration. For those qualifications listed as preferred, evaluators shall consider those skills/experience in their review and reflect in their technical scoring

Property Management Company

Provides contract compliance, overall responsibility. The company shall:

- a. have provided commercial third party property management services for a minimum of three commercial office buildings of at least 50,000 rsf each since June of 2010.
- b. have a fully integrated web-based, enterprise management software system to provide reactive and preventive maintenance work orders, real estate portfolio inventory and real estate accounting.

Property Manager

Provide primary single point of contact, directly engaged in the contract performance. The manager shall:

- a. have at least three years of commercial office on site property management services for at least one commercial office building of at least 100,000 rsf; High-rise office building experience preferred.
- b. be available to respond and react to building related issues 24 hours a day 7 days per week.
- c. hold a current Real Estate License – compliance with AS 08.88 and regulations 12 AAC 64 specifically govern the practice of the real estate industry. AS 08.01 - 08.03 and regulations 12 AAC 02 apply to all professions regulated by the division.
- d. have five years of construction management experience with a minimum of five projects of at least \$200,000 each to include: administrative, bid solicitations, contract administration, budgeting, perform project meetings, site inspection, etc.

Property Accountant

Provides accounting duties for all facilities. The property accountant shall:

- a. have a minimum of three years of experience since June 2010 with the standard preparation of financial documents for commercial real estate purposes.

F. SCOPE OF WORK (CONT.)

OBJECTIVES

UA Facilities and Land Management (FLM) desires to engage the services of an entity (Offeror) to operate and maintain following buildings in the BOC including 1815, 1835 and Exterior Common Area – hereinafter referred to collectively as Building - and provide property management services as described within this RFP. FLM is legally empowered to contract services on behalf of the University and anticipates entering into a property management agreement with the successful Offeror.

Property Management services shall be for the purpose of maintaining value in the Building consistent with the Owner's objectives through the efficient balance of tenant and owner relations, financial budgeting, expense control, risk management, leasing services, service contract management and all other operational aspects of the property in compliance with the highest professional standards.

The Offeror shall draft its proposal to meet the University's objectives for the Building. It is the intent of the University to operate the Building effectively and efficiently. Effectiveness includes the safety of the tenants, the security of the building, and an environment that encourages work productivity. Efficiency is defined as the lowest practical cost of managing a fully operational building, maintaining full occupancy, practical maximization of revenue and is designed to provide a safe, secure, professional work environment.

The following list presents the University's principal objectives for the Building:

1. Operation of the Building at its highest possible efficiency while maintaining quality service and performance levels.
2. Maximum use of financial resources by strict control of operating and capital expenses.
3. Provision of services that are responsive to the needs of all tenants and users of the Building and maintains maximum occupancy.
4. Maintenance and operation of the Building in a manner responsive to and in compliance with all applicable life/safety, environmental and crisis management requirements or issues.
5. Design and use of thoughtful, creative and focused strategies to encourage a personal and community sense of caring and cooperation in relation to the Building and its operational policies. This covers elements such as communications, training, and user relations.
6. Development of policies and procedures that will cover duties of property management personnel as well as directions regarding control, management and reporting of various emergency and maintenance events (such as a no-heat occurrence or a bomb threat occurrence).

F. SCOPE OF WORK (CONT.)

DETAIL

The following discussion describes the specific scope of work to be performed by the Property Manager. Offerors need to review all elements of this RFP to comprehend fully the proposed scope of work and the expected relationship between the parties.

Building Operations

The Property Manager shall provide for the following specific operation and maintenance services for the Building. It is anticipated, but not required, that all or most of these services will be provided using subcontracts. Subject to approval by FLM, the Property Manager may also provide all or some of these services using its own employees. The Property Manager shall provide supervision and contract administration for all personnel and Sub-Contractors engaged in providing routine or periodic operation and maintenance services for the Building. The costs of the services provided by the Property Manager and its Contractors shall be paid for by FLM using processes as outlined in this RFP and this Scope of Work.

Property Manager is required to formally solicit competitive bids or proposals from qualified Contractors for provision of Building Services, such as snow removal, janitorial, security, and all other services required for the operation of the building. Solicitations shall be in writing and in a format that is suitable in the commercial property management industry.

Property Manager is required to provide FLM a draft of each solicitation and a list of potential Offerors. Potential Offerors chosen by the Property Manager to bid on services should be reviewed and references checked to verify they are capable and qualified prior to solicitation. The solicitation should at a minimum include: scopes of work, terms, insurance requirements, length of service, special license requirements, bonding requirements, right of rejection, and the evaluation process. If needed, Property Manager will hold an on-site Pre-Proposal Meeting for potential Bidders.

Upon receipt of competitive, qualified bids, the Property Manager shall submit to FLM, a written schedule identifying the bids received, costs and recommendations of award. It is understood bids will be awarded to the lowest bidder unless Property Manager has provided provision in the RFP to provide a basis of award on other factors other than cost, i.e., experience.

It will be the responsibility of the Property Manager to procure and administer service contracts as required and / or requested by the FLM for the Building. Property Manager will be required to accept assignment of all existing Building service contracts until current terms and/or options to extend have expired. A list of existing service contracts is provided below.

The list of building related service contracts provided below is for your reference purposes only and are subject to change at the request of the University.

Building Maintenance

The Property Manager shall manage on a day to day basis the Building Maintenance General Contractor, currently Bruin Enterprises, who may be employed by the Property Manager or may be a Sub-Contractor under contract with the Property Manager, which provides operation and maintenance of all building systems.

The Building Maintenance General Contractor provides service for both preventative maintenance and reactive tenant work orders. The Property Manager shall work with Building Maintenance General Contractor in preparation of the monthly maintenance report.

The Property Manager shall provide an automated reactive work order system and provide printed work orders to the Building Maintenance General Contractor or other appropriate party. The Property Manager shall maintain a log of types and quantity of service calls by month and provides a copy in an approved format to the Owner monthly.

F. SCOPE OF WORK (CONT.)

Building Security

- 1815 Bragaw

The University Police Department (UPD) provides mobile patrols, responding to alarms or other emergency situations, inspection of the building at various times during the day.

- 1835 Bragaw

The Security General Contractor, currently Guardian Security Systems, provides uniformed guard security services for 1835 Bragaw, Monday through Sunday at various times of the day. The Security General Contractor duties include unlocking the building in the morning, and locking the building up after business hours, inspection of building, notification and coordination with the Property Manager, the Building Maintenance General Contractor or other appropriate parties, of related issues and concerns which require action.

- BOC Parking Lot and Exterior Common Area

The Security General Contractor, Guardian Security Systems, also locks and unlocks gates to the property on a schedule coordinated by the University and Property Manager and provides foot patrol of the parking lot and exterior common areas, mainly to deter trespass, vandalism, and vehicle and pedestrian traffic to and from East High School.

Building Janitorial

The Janitorial General Contractor, currently, Q-1 Corporation, provides all janitorial cleaning services for the both 1815 and 1835 Bragaw. The majority of the cleaning staff's work is performed Sunday – Thursday, 6:00 PM – 2:00 am. The janitorial duties include cleaning of all suite interiors, cleaning of common areas, trash removal, floor cleaning, etc.

Building Fire Panel, Inspection, Maintenance & Repair

Fire Panel Inspection, Maintenance and Repair Contractor, currently FireTech, LLC, provides regular inspections and maintenance of the buildings fire panel & related systems.

Building Fire Panel Monitoring

Fire Panel Monitoring Contractor, Tyco Simplex Grinnell, provides monitoring and reaction to alarm notification to the Property Manager and appropriate other parties.

Building Fire Sprinkler Inspection, Maintenance & Repair

Fire Sprinkler Inspection Maintenance & Repair Contractor, FireTech, LLC, provides regular inspections and maintenance of the buildings fire sprinkler systems.

Building Elevators Servicing

Currently, the Elevator Contractor, Otis Elevator, provides a full service contract. The Property Manager is responsible for contacting the Elevator Contractor in the event of required "non-routine" repairs and coordinates all entrapments in an efficient and expeditious manner.

Building Snow and Ice Control

The Snow Removal Contractor, Huettl Co., LLC, provides all snow plowing, removal of snow from parking lots and sanding services for the BOC, to include all parking lots, shipping and receiving area and sidewalks if applicable.

Parking Lot Sweeping / Litter Pick-Up

CanAd Outdoor Services provides routine litter pick up on a regular basis of the parking lot and common areas.

Exterior Landscaping

The Landscaping Contractor, currently Alaska's Arborist, Inc., provides exterior landscaping, including spring clean-up, planting, weeding, watering, fertilizing and mowing.

F. SCOPE OF WORK (CONT.)

Interior Landscaping

Property Manager is responsible for the complete care of all live and silk plants located in the common areas (main lobby and elevator lobbies). Green Connection is currently the Interior Landscaping Contractor for 1835, and also provides annuals for several exterior planting beds around the BOC.

HVAC Maintenance

The HVAC Contractor, Service 1, provides preventative and reactive maintenance to the buildings heating and cooling units.

Building Backflow Prevention Annual Inspection

Norcoast Mechanical

Window Cleaning Services

Blower & Blower Window Cleaning currently provides window cleaning services for interior and exterior windows on a bi-annual basis and cleans the glass around the smoking area at 1835 Bragaw as scheduled.

Building Recycling Program

- 1815 Bragaw – University of Alaska Anchorage, General Support Services picks up paper recyclables.

Annual Business Plan

The Property Manager shall prepare a draft annual business plan for the BOC by February 1st of each year for review and approval by FLM. A final annual business plan must be in place by July 1st. The proposed Business Plan must include the proposed annual operating and capital expenditure budgets for the subsequent fiscal year relating to the Center. The University fiscal year runs from July 1 to June 30. Plan and budget formats must be in a form approved by FLM.

The annual operating budget must depict the Property Manager's month by month estimate of projected revenues and expenses for the Building and net operating cash for the Building. The proposed annual capital budget must describe proposed needs for capital improvements, their projected costs, and the anticipated schedule of additional capital needs.

Included in each annual business plan shall be the following sections (see FLM for sample format):

- A. Property Profile
 1. Total USF
 2. Total occupied University USF
 3. Total occupied Private USF
 4. Percentage of occupancy by University and Private
 5. Lease Expirations: USF & Percentages in next (5 years)
- B. Leasing Plan
 1. Current Market Overview
 2. Current Comparables with rates, square footage, and terms
 3. Project Leasing Activity
 - i. Renewals: suite #, tenant name, date of expiration/commencement, projected rate, term, tenant improvement allowance – current year
 - ii. Expirations: suite #, tenant name, sf., total sf. by year, date of expiration - 5 year forecast
 4. Future Rent Analysis
 - i. Identify: suite number, private tenant, lease dates, revenue for tenant for (5) years
- C. Month Budget Plan
 1. List total expenses by months
 2. List total capital expenses by month
- D. Fiscal Operating Budget
 1. List detailed expenses and capital by month and general ledger account number
 2. Provide totals by month and GL account
 3. Provide GL Account Description summary, detailing method of planned expenses

F. SCOPE OF WORK (CONT.)

E. Capital Budget

1. Provide detailed written narrative of requirement and purpose of items
2. Provide (5) year forecast summary and a supported narrative, explaining assumptions of Methodology (Inflation Escalators, replacement Reserve Study, etc.)

F. Variance Analysis

1. Identify by GL account previous four years actualize, current budget year variances

Other components of the annual business plan will include the Property Manager's plan for provision of maintenance and repair services and performance of capital improvements, the schedule for all major maintenance and all inspections at the Building, and new or innovative suggestions or proposals to save expense or increase revenues (which may allow payment of an incentive fee). Subject to reasonable notice, other periodic forecasting will also be needed as required by FLM.

Financial Management & Accounting

The Property Manager shall provide full financial control, accountability and reporting of all property related expenses incurred by the Property Manager. All or most expenses related to the annual operation of the BOC will be paid by the Property Manager, although the FLM may elect to pay some costs directly. The Property Manager shall handle collection of all revenues (defined as "Gross Monthly Collections") due the University for use of the Building.

Strict accountability will be required for all receipts and disbursements related to the BOC. All accounting shall be done in accordance with generally accepted accounting principles. All annual accounting for the obligation of funds will be based on the University's fiscal year (July-June) and will make adjustments necessary to be in compliance with the University's accounting practices & procedures. Diligence is required in collection of rent and initiation of appropriate collection actions as necessary. The Property Manager shall use a delinquency reporting system to monitor timely receipt of all revenue. The Property Manager's collection role shall be administrative, and shall not extend to additional means such as use of collection agencies or legal proceedings unless directed otherwise.

The Property Manager shall provide FLM a monthly financial report by the 10th of each month, reflecting the status of each individual revenue and expenditure account, providing both monthly and cumulative totals in a format approved by FLM. All accounting data shall be the property of the University, and shall be delivered in an electronic format approved by FLM. Included in the Monthly Financial Report will be the following items (see FLM for sample format):

- A. Complex Reports
 - i. Balance Sheet
 - ii. Statement of Cash Flows
 - iii. Income and Expense Summary
 - iv. Income and Expense Detail
 - v. Bank Statement
 - vi. Check Register
 - vii. General Ledger in Microsoft Excel
 - viii. Reconciliation Report
- B. Reports by Building:
 - i. Statement of Cash Flows
 - ii. Income and Expense Summary
 - iii. Income and Expense Detail
 - iv. General Ledger in Microsoft Excel
 - v. Rent Roll

Year End Expenditure Adjustments

Property Manager shall provide to FLM by March 15th of each year a report identifying any additional proposed expenditures for the Building. Adjustments will be considered for items that are not scheduled in the current year spending plan, but have been identified by Building Engineering and the Property Manager as needed repairs and improvements. The report shall provide item descriptions, cost estimates or proposals and supporting documentation of the need for the work. Items will be reviewed and approved by FLM; work shall be completed within a time-frame dictated by FLM.

F. SCOPE OF WORK (CONT.)

Tenant Lease Services

The Property Manager shall provide responsive tenant lease services and administration of tenant leases. "Tenant Lease Services" is defined, at a minimum, as responsive handling of routine, customary and special or unique problems, needs and issues relating to use of the Building by all public and private occupants, including those relating to all maintenance and operation services and common area usage issues. The Property Manager shall use a computerized system to track tenant lease service activities. The responsibilities under this Section are intended to cover routine lease administration. It does not include conducting extensive negotiations on the University's behalf, or paying legal costs to prepare documents.

Tenant Services Plan

The Property Manager shall prepare an annual plan for the provision of Tenant Lease Services. The plan shall address at a minimum the means by which positive tenant relations will be fostered, the methods for measuring tenant satisfaction, the means and frequency of disseminating information that is useful or needed by building tenants.

Private Tenant Leases

Property Manager shall familiarize themselves with the terms and conditions of the BOC private leases – there are currently no private leases at 1815 Bragaw. The Property Manager shall also be required to act as the University's agent for the sole purpose of providing administration of all private leases, which includes, but is not limited to, the adjusting of rents, interpreting language in the lease, tracking notice provisions and fulfilling notice requirements, processing renewals subject to the approval of FLM, enforcing lease provisions, serving and receiving notices (unless inconsistent with the lease terms), and all other matters related to the customary administration of tenant leases.

Tenant master lease files will be maintained by FLM. Original copies of all documents, billings, etc. received by or sent by the Property Manager shall be delivered to FLM.

Routine Maintenance and Minor Tenant Improvement Management Services

The Property Manager shall provide scope development and management services for routine repairs, replacement and maintenance projects for the Property. This includes monitoring work performance, and executing and delivering such Property Managers and agreements as may be needed to accomplish these activities consistent with approved budgets or as otherwise authorized by FLM.

"Routine Repairs, Replacement and Maintenance" is defined as any single item or project with a total cost or value of \$20,000 or less and that is included in the annual spending plan, including tenant renovation and remodeling projects that fit within the \$20,000 limit. Routine maintenance management services shall be provided as part of the base building management fee.

The Property Manager shall secure the University's approval for any expenditure that will result in the excess of the greater of \$2,000.00 or 10% of the annual budgeted amount for the related accounting category in the Approved Budget.

Management of Common Space Areas

Building Vending & Break Rooms:

Property Manager shall maintain Building owned equipment and appliances and ensure they are maintained and in good working condition. Property manager shall also coordinate with vending companies for machines placed in the buildings to ensure they are maintained and kept in working order.

Building Keys:

Property Manager will be issued one (1) Building Master key for 1815 and 1835 Bragaw, a key to the utility and telecom rooms at 1901 Bragaw, and other related keys. Property Manager is to ensure Building Management keys, janitorial staff keys and security staff keys are kept secure and accounted for. Since 1815 Bragaw houses University departments and programs, keys for 1815 are coordinated through the UAA Lock Shop and are maintained through the Facilities and Land Management office.

F. SCOPE OF WORK (CONT.)

Management Reporting:

The Property Manager shall provide monthly inspection and incident reports by the 10th of each month, in a format approved by FLM. Each report must include at least the following information:

- A. Maintenance and Security
 - i. Inspection Reports
 - ii. Incident Reports
- B. Miscellaneous
 - i. Building Notices
 - ii. Building Meetings
 - iii. Other

Property Manager shall provide quarterly status reports by the 10th October, January, April and July for the preceding quarter, in a format approved by FLM. Each report must include at least the following information:

- A. Executive Summary
- B. Leasing
 - i. Stacking Plan – USF and RSF
 - ii. Tenant Communications
- C. Management
- D. Building Activity
 - i. Major Projects / General Building
 - ii. Maintenance and Security
 - a. Preventative Maintenance Schedule
 - b. Deferred Conditions Report
 - iii. Miscellaneous

Property Manager shall provide the University with a Property Management Plan for the Property, which will outline the scope of activities, responsibilities of management staff and detail the policies and procedures to be observed in the management of the Property. At a minimum, the Management Plan will include:

- A. Management Staff
- B. General Policies and Procedures
- C. Leasing and Occupancy
- D. Tenant Move-In, Move-Out and Eviction Procedures
- E. Rent/Agency Fund Collection Policies and Procedures
- F. Contracts and Disbursements
- G. Tenant Relations
- H. Maintenance and Security
- I. Lease Administration

The Property Management Plan will be reviewed every two years; however, changes in key staff or management structure shall be updated annually.

Management Office

The Property Manager shall staff, assign work and supervise all employees engaged in the administration and operation of the Building. The Property Manager shall provide an email address for communications with FLM and other appropriate parties.

Emergency Response

The Property Manager will provide a cell phone for after-hours use. The Property Manager, or designated on-call employee, will be responsible for reacting to all Building related emergency calls immediately, and notifying and coordinating with the FLM, 24 hours a day / seven days a week.

In the event of an emergency in which there is an immediate danger to persons or property at the Building, or in which action is required in order to avoid suspension of services, the Property Manager shall be required to take such action as

F. SCOPE OF WORK (CONT.)

is reasonable and prudent under the circumstances. The Property Manager shall be reimbursed for any reasonably necessary expenses incurred in such action even if not in an approved budget, so long as the Property Manager attempts to consult with FLM in advance and, in any event, notifies FLM within forty-eight (48) hours explaining the reasons for taking the required actions.

MISCELLANEOUS SERVICES

File Management

The Property Manager shall maintain the current File System (to include Service Contracts, Reports, Historical Documents, etc.). Property Manager is required to keep files orderly and available to FLM upon request.

Tenant and Vendor Insurance Requirements

The Property Manager is required to provide a system which ensures all contractors and vendors working in the Building (as hired by Property Manager or others) and all private tenants leasing space in the Building, have a Certificate of Insurance with the University of Alaska as the Certificate Holder. Property Manager is to notify all contractors, vendors and tenants prior to expiration of an insurance certificate.

The Property Manager shall ensure strict compliance with all applicable environmental laws, regulations, rules and ordinances at the Building. As part of this duty, the Property Manager shall actively monitor all compliance efforts.

Procuring Building Supplies

The Property Manager shall obtain building supplies from vendors which provide the highest level of savings, quality products and meet any specific requirements for the Building. Property Manager as requested by FLM shall provide proof that supply vendor pricing is appropriate and reasonable.

Incident and Security Reports

Property Manager shall maintain a file and schedule of all incident and security reports filed by tenants, visitors, etc. Property Manager shall work with FLM and Risk Management for claims resulting in injury, theft, or other related items.

Parking Lot Enforcement and Monitoring

Property Manager is responsible for coordination of policing of all parking lots at the BOC. Enforcement is described as weekly visual inspection of compliance. Violators are to be towed or ticketed. One warning ticket is to be issued to violators. Property Manager is to maintain a log of vehicles receiving tickets. Upon the second violation, Property Manager shall coordinate towing of the vehicle at the vehicle owners expense and liability. Property Manager contact Anchorage Police and a ticket issued.

Meetings

Property Manager shall be available to meet with FLM.

Property Manager shall meet with the Janitorial contractor's representative monthly to inspect all floors for compliance with Contract Specifications. Property Manager shall maintain a log of floors inspected and verify all floors and common areas are inspected every (2) months.

Property Manager shall attend all meetings as reasonably requested by FLM.

Additional Services

At FLM's sole discretion, the Property Manager may be required to provide the following additional services.

Private Tenant Leasing & Marketing Services

Vacant space within 1835 Bragaw is currently managed under an Exclusive Listing Agreement with Bond Filipenko Commercial Properties, LLC. All persons or entities interested in leasing the Property shall be referred to their office, or to FLM in the event of expiration or other termination of the Exclusive Listing Agreement.

F. SCOPE OF WORK (CONT.)**Construction Management Services**

The Property Manager may be required to provide project development and construction management services for building capital improvements, major repairs, tenant improvements and remodeling. This includes the identification of scopes of work, the solicitation of competitive bids, monitoring work performance, and executing and delivering such contractors and agreements as may be needed to accomplish these activities consistent with approved budgets or as otherwise authorized by FLM. Activity required under this requirement will be compensated by payment of a construction management fee. Property Manager shall submit the Commission Rate it proposes to charge to the University. This rate must include any and all costs associated with Property Manager's construction management. This element applies to work other than routine repairs, replacement and maintenance that are included in the annual spending plan.

End Scope to Work

G. PROPOSAL EVALUATION AND AWARD

1. BASIS OF AWARD:

Award shall be made to the responsive, responsible Offeror whose proposal received the highest total points in accordance with the Alaska Statutes Title AS.36.30, and the University of Alaska procurement regulations, policies, procedures, and the terms and conditions of this solicitation.

In accordance with the scoring methodology of the RFP process, an award may be made to other than the lowest price offered. Likewise, the proposal with the top technical rating may not necessarily receive the award. Proposals that are unrealistic in terms of program commitments, or reflect an inherent lack of comprehension of the complexity and risks of the proposed contractual requirements may be rejected.

2. PROPOSAL CONTENT:

The Offeror's proposal shall consist of a Technical Proposal and Cost / Price Proposal which satisfy requirements of the RFP. The Offeror shall decide the level of detail necessary to adequately describe the goods / services included in their proposal. However, the University discourages overly lengthy proposals.

See Section H, Proposal Content Requirements, for a detailed description of required information to be provided in a response to this RFP.

3. EVALUATION PROCESS:

Initially, all proposals shall be reviewed by the UAA Procurement Services Department to determine if they are administratively responsive to the RFP. Those proposals that are administratively responsive shall be reviewed to determine if the Technical Proposal meets the minimum qualifications detailed in Section F: Scope of Work. This is a pass/fail evaluation. Those technical proposals that are both administratively responsive and meet minimum qualifications shall be distributed to the proposal evaluation committee (PEC).

After the technical proposal evaluation is complete, the University may elect to request verbal and / or written discussions with those Offerors determined to be in the competitive range. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining Best and Final Offers.

However, UAA may award a contract on the basis of initial proposals received without discussions. Therefore, each initial proposal should contain the Offeror's best terms from a technical standpoint and price.

4. EVALUATION CRITERIA:

Each of the identified criterion has an assigned weight (whole numbers between 1 and 100) that is used to establish their relative importance in the evaluation process.

The criterion for this RFP are as noted below:

<u>CRITERION</u>	<u>WEIGHT</u>
1. Project Approach	30
2. Methods	30
3. Firm's Experience	10
4. Proposed Project Staff	10
5. Workload and Resources	10
6. Management Fee/cost	10
Total Possible Points	100

G. PROPOSAL EVALUATION AND AWARD (CONT.)

5. SCORING METHOD:

Technical Criterion: The Proposal Evaluation Committee (PEC), consisting of UAA representatives, will independently review each proposal determined to be administratively responsive. Each evaluator independently enters a scaled rating (e.g. 1-10) for each technical evaluation criterion. The scaled rating is multiplied by the weight to produce a weighted score for each criterion. The weighted scores of all criteria are summed to provide a total weighted score for each offer. The aggregate score of each offer is divided by the number of evaluators to produce an average score. High and Low scores, which skew results, may be eliminated from consideration.

Price: The maximum score for the Price / Cost Proposal included in this RFP, as provided by the Offerors, shall be awarded to the firm offering the lowest total cost or price. Appropriate proportional scores shall be assigned to the other Offerors using the following formula:

$$\frac{\text{Lowest priced proposal cost} \times \text{assigned weight for cost}}{\text{Cost of each successively higher prices proposal}} = \text{Cost Points Allocated}$$

6. BEST AND FINAL OFFERS:

The University Procurement Officer shall notify all Offerors within the competitive range, in writing, of the request for a Best and Final Offer. The notice shall include all questions, changes, or modifications to be addressed and establish a due date and time for submission. If an Offeror does not submit a Best and Final Offer or a notice of withdrawal, their immediate previous offer will be considered to be their Best and Final Offer.

End Proposal Evaluation and Award.

H. PROPOSAL CONTENT REQUIREMENTS

1. Proposal Transmittal and Compliance Form

The Offerors shall include a fully completed and signed Proposal Transmittal and Compliance Form as the cover sheet to the RFP. The Proposal Transmittal and Compliance Form is located in Section L of this RFP. Failure to include this form fully completed and including an original signature shall cause the proposal to be declared non-responsive and eliminated from further consideration.

SECTION I – TECHNICAL PROPOSAL

1. Minimum Qualifications

Describe how the Proposer meets the Minimum Qualifications listed in Section F. Scope of Work. Note that failure to meet all of the minimum qualifications shall remove a proposal from further consideration.

2. Objectives, Services, and Methods

Proposal Response must demonstrate/discuss the following:

- A. Define any assumptions made in formulating this technical proposal.
- B. Provide a brief introduction and general discussion of your proposal, including the firm's name and address, and whether this is a joint venture, and if so, with whom.
- C. Provide a discussion of your firm's understanding of the proposed contract as discussed in the Scope of Work Section of this RFP. Do not merely duplicate the scope of services required or the specific scope of work provided in this RFP. Consider if the proposed objectives and scope of the contract are explicit; are proposed requirements attainable or feasible; etc. and explain. Include other pertinent information to enable the University to determine the Offeror's understanding of the services to be accomplished.
- D. Describe the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Scope of Work, address its adequacy.
- E. Describe what, when, where, how, and in what sequence the work will be done. Identify the amount and type of work to be performed by any Sub Contractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etc. Suggest alternatives, if appropriate.
- F. Identify any distinct and substantive qualifications for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts relevant to the required services which the firms may use.
- G. Provide a discussion of the approach and method for procuring and managing the required building security services, janitorial services, management and inspection of fire/life safety and sprinkler systems, elevator servicing, snow and ice control, window cleaning, parking lot sweeping, exterior landscaping services, care of interior plants.
- H. Describe how contractors will be selected for solicitations, how service scopes will be developed, how contractor proposals will be evaluated, and how cost effectiveness will be determined. Describe how on-going Contractor performance will be measured.

3. Management Company

Proposal Response must demonstrate/discuss the following:

- A. Describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be, for individual(s) who would be in "responsible-charge." A graphic depiction is preferred in your response to this criterion.
- B. Additionally, the Contracting Agency may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed and how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.

H. PROPOSAL CONTENT REQUIREMENTS (cont.)

- C. Provide a discussion of your firm's structure, size and capabilities in terms of personnel and equipment. Indicate if the award of this contract would require the acquisition of additional space, equipment, personnel or any other items. Be as specific as possible, (i.e., how much additional space; specific equipment; the number and function of additional employees; etc.).
- D. Provide a discussion of your firm's ownership, headquarters, branch or affiliate offices.
- E. Provide a discussion of your firm's length of time in business, qualifications and experience relative to the specific services required for the proposed engagement.
- F. Describe your firm's safety program and record.
- G. Provide a listing of all engagements during the past five (5) years, nature of service provided, approximate dollar amount of the engagement, the name of the property, the square feet of area under the engagement, and a contact name and phone number at the client company for reference. Indicate at least three references we may contact. All references must have a commercial relationship with the Offeror and can attest to the Offeror's provision of similar or related property management services. The University reserves the right to speak to someone who would have the knowledge of the services provided other than the contact person listed if the person listed is not available. The University reserves the right to request additional references.
- H. Provide a discussion of your firm's ability to evaluate the effectiveness of its services (i.e., quality assurance programs).
- I. 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. Joint ventures also need to describe precisely the key management personnel and the proposed management structure of the joint venture. It is important to explain how the different companies will relate to each other, and to ensure there will be a clean, workable chain of command for this contract.
- J. Offerors must warrant they possess the capability to meet the insurance and performance bond requirements as required in the attached UA Property Management Agreement.

4. Proposed Project Staff

Response must name the individuals to perform the following FUNCTIONS plus any other professional/technical functions deemed essential to perform the services.

- A. Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive experience directly related to the proposed contract. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.
- B. For each person named, identify their: employer, professional discipline or job classification and State of residency. List at least 3 professional references (contact persons and telephone numbers) for each person.
- C. Note: It is preferred that Property Manager must have a licensed Certified Public Accountant (CPA) on staff who will actively oversee the financial process of this Contract.

5. Workload, Resources & Business History

Proposal Response must demonstrate/discuss the following:

- A. Discuss both current and potential time commitments of your proposed Project Staff to all clients
- B. Discuss the projected workload of the firm for all clients
- C. Demonstrate adequate support personnel, facilities and other resources to provide the services required.
- D. Provide a list of current contracts with the University of Alaska and all other clients in which your proposed Project Staff are participating.
- E. Identify the period of time Offeror has been in business under current organization and name.

H. PROPOSAL CONTENT REQUIREMENTS (cont.)

6. Firm Capabilities

- A. Provide a detailed discussion of the operations plan for the provision of the required property management services. Be specific in describing how the services specified in this RFP are to be delivered and managed.
- B. Describe in detail the accounting and management information reporting systems that will be used. Provide sample report formats for all required reporting activity. Sample report materials are to be submitted as attachments to the proposal, and will not count against the 25 page limit.
- C. Provide a description of how your firm will meet the requirement to prepare and submit an annual business plan. A discussion of possible budget formats must be included.
- D. Provide a description of how your firm will address the financial management and accounting requirements. Provide a sample monthly financial report.
- E. Provide a description of your firm's approach to provide the required common space use and management services. Include a discussion of other similar services, if any, that would be provided.
- F. Provide a description of how your firm will meet the quarterly and annual management reporting requirements. Include a detailed discussion on the management reporting system that will be used, and provide an example of a sample report.
- G. Provide a description of your firm's method of office documents and records control and how your firm will handle supervision of the service contracts, environmental issues and emergencies.
- H. Provide a description of your firm's approach to managing the delivery of services to tenants.
- I. Describe how tenant clerical and maintenance requests will be received, tracked and reported. Describe how priorities will be established for response to the tenants. Provide a list of any special computer programs or equipment used.

7. **Cost Proposal**

Offerors are to complete the Price / Cost Schedule provided in Section K of this RFP. The Offeror shall state prices in the units of issue on this RFP. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided, without further cost. Prices quoted in this RFP must be exclusive of federal, state and local taxes. If the Offeror believes that certain taxes are payable by the University, the Offeror may list such taxes separately, directly below the RFP price for the affected item.

Cost proposal shall not be included in any other part of the Offeror's proposal unless specifically requested.

End Proposal Content Requirements.

I. Exclusive Property Management Agreement

EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT

This AGREEMENT is made on the day executed by the last signatory hereto, by and between the **UNIVERSITY OF ALASKA** ("University"), an Alaska Constitutional Corporation, whose address is 1815 BRAGAW STREET, SUITE 101, ANCHORAGE, ALASKA 99508-3438, and **[ENTER COMPANY NAME]** ("Agent"), a duly licensed and insured property management company in the state of [Enter State], whose address is **[ENTER ADDRESS, CITY, STATE ZIP]**.

RECITALS

- I. The University owns and has the right to collect rents from and manage the following real property: Address or Description of Property (the "Property"), located in City, Alaska.
- II. Agent is experienced in the business of operating and management real estate similar to the above-described Property.
- III. The University desires to engage the services of Agent to manage and operate the commercial space of the Property, as further defined below, and Agent desires to provide such services on the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PROPERTY.** The Building addresses which are subject to this Agreement are known as **[ENTER BUILDING ADDRESS(ES)]** which with the outer improvements is located and situated on the University's real property described in Exhibit A, attached hereto and made a part hereof (the "Land") located in **[Enter City]**, Alaska. The Buildings, the Land and other improvements located on the Land and all appurtenances thereto are hereinafter collectively referred to as the "Property."
2. **APPOINTMENT OF AGENT.** University hereby appoints Agent as sole and exclusive management agent of the Property.
3. **ACCEPTANCE OF APPOINTMENT.** Agent hereby accepts such appointment and agrees to perform those services necessary for the care, protection, maintenance and operation of the Property on the terms and conditions hereinafter provided.
4. **TERM.** This Agreement shall commence on **JANUARY 1, 1901** and shall continue in effect until **JANUARY 1, 1901** unless and until terminated as hereinafter provided in Section 7.
5. **COMPENSATION.** Owner agrees to pay Agent:
 - A. For property management: **0%** of gross monthly receipts, or **\$0.00** per month, whichever is greater.
 - B. For construction management: for any tenant improvement construction or capital construction: **0%** of job cost.
 - C. For lease renewals: **0.0%** of annual lease rate paid on an annual basis.

I. Exclusive Property Management Agreement

- D. If Agent is called upon to perform any services not customarily a part of the usual services performed by a property management agent, such as , appealing assessed valuations or providing detailed investment analysis, it is agreed that Agent shall receive additional compensation in an amount agreed upon between the parties, or at an hourly rate not to exceed **\$0.00**.
6. AGENT'S SERVICES AND RESPONSIBILITIES. Agent agrees to provide the following services on behalf of University and University hereby authorizes Agent to perform the following services in the name of, for the account of, and at the expense of the University:

A. Rentals. Agent shall take reasonable steps to collect all rentals (including escalation billings resulting from tenant participation in increase in expenses, taxes and common area maintenance charges), income, security deposits, common area charges and other charges from tenants in accordance with the terms of their leases or rental agreements and deposit same in the operating account maintained by the University and Agent in First National Bank Alaska or such other bank or banks as may be from time to time designated in writing by University. All such monies shall at all times remain the property of University and shall not be commingled with funds of Agent. Agent shall also maintain such additional escrow accounts as needed or as directed by University. Subject to Section 4C, Agent may withdraw from such operating account all disbursements which are authorized by University or included in the approved budget for the Property. Agent's expenses directly related to the Property shall be expenses of the Property. Agent may not, without the prior written approval of University, terminate any lease; lock out a tenant, institute suit for rent or for use and occupancy or proceeding for recovery of possession. In connection with any collection efforts, only legal counsel or collection firms designated by University shall be retained. Agent will not write off any income item without prior written approval of University.

B. Repairs/Maintenance and Additional Services. Agent shall contract on behalf of University and monitor the making of all ordinary repairs, security protection, equipment maintenance, snow removal, cleaning, replacements, purchases and alterations or decorations on the Property. Agent shall contract on behalf of University for utility services including electricity, gas, water/sewer, refuse, telephone and other services and commodities necessary in the operation and maintenance of the Property. Further, Agent shall cause the Property to be maintained in an efficient and satisfactory manner consistent with the University's instructions.

University may request Agent to supervise and manage all tenant improvement construction or other capital improvements approved by University, for which Agent will be compensated pursuant to Section 5C (ii). It is mutually agreed that University expressly withholds from Agent any power or authority to make any structural changes in any building or to make any other major alterations or additions in or to the Property without the prior written approval of University.

C. Approved Budgets. Agent shall, within thirty (30) days after the execution of this Agreement, prepare and submit to University an Operating Budget and a Capital Budget for the promotion, operation, repair and maintenance of the Property for the University's current Fiscal Year (**[Enter July 1, 20xx to June 30, 20xx]**). Agent shall submit a proposed Operating Budget and Capital Budget in subsequent years no later than February 1 of each year.

University will consider the proposed budgets and then consult Agent in the ensuing period prior to the commencement of the forthcoming Fiscal Year in order to agree on an "Approved Operating Budget" and an "Approved Capital Budget" (collectively "Approved Budgets").

Agent agrees to use diligence and to employ all reasonable efforts to ensure that the actual costs of maintaining and operating the Property shall not exceed the Approved Budgets, either in total or in any one accounting category. All expenses must be charged to the proper account as specified in the Approved Budgets. Agent shall secure the University's prior written approval for any expenditure that will result in an

I. Exclusive Property Management Agreement

excess of the greater of \$2,000.00 or 10% of the annual budgeted amount in any one accounting category of the Approved Budgets. Agent shall inform University of any major increases in costs and expenses that were not foreseen during the budget preparation period, thus were not reflected in the Approved Budgets.

Agent shall be authorized to make emergency expenditures in excess of \$1,000.00 if, in the opinion of Agent, such repairs are necessary to protect the Property from damage or to protect a life or the health or safety of any persons in or about the Property or to insure the safe habitability of the Property. In the event of such an emergency expenditure, Agent shall, as soon as possible, notify University and seek approval of the University for further necessary expenditures.

- D. Reports. Agent shall prepare and submit to University, at a minimum, the reports outlined in Required Reports and Frequency, attached hereto and incorporated herein as Exhibit B.
- E. Capital Improvements. The Approved Capital Budget constitutes an authorization for Agent to expend money for projects up to \$20,000.00. With respect to the purchase and installation of major items (costs in excess of \$2,000.00) of new or replacement equipment, Agent shall recommend that University purchase these items when Agent believes such purchase to be necessary or desirable. The University, in its sole discretion, may arrange to purchase and install the same itself, may authorize Agent to do so or may elect not to purchase such equipment.
- F. Agents and Contractors. Subject to University's prior approval as provided above, Agent will have the authority to execute and administer contracts for services provided by agents, engineers, janitors, or contractors necessary or desirable in order to manage the Property pursuant to this Agreement. Such persons shall be contractors of the University and not employees of Agent. All expenditures for services related to the Property shall be disbursed from the Property operating account by Agent for the account of University.
- G. Employees. Agent shall have in its employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely and economically manage and maintain the Property, or have good access to licensed contractors or service providers who will act on behalf of Agent to benefit the University. All matters pertaining to the employment, supervision, compensation, promotion and discharge such employees are the sole responsibility of Agent, which is in all respects the employer of the employees. Agent shall fully comply with all applicable laws and regulations having to do with workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer- employee related subjects.
- H. Disbursements. Agent shall approve invoices and make disbursements out of monies collected from tenants and/or advanced by University for all charges incurred by Agent in management of the Property as provided in this Agreement, including but not limited to all loan payments, insurance, operating expenses and taxes and such other amounts which the University may have incurred in connection with the Property.

In no event shall Agent be required to advance its own funds on behalf of University to cover any of the charges, services, disbursements or expenditures made or paid in accordance with this Agreement. University shall pay any amounts necessary if such charges, services, disbursements, or expenditures exceed tenant receipts. Should Agent, for any reason, ever advance funds to cover a cost owed by University or assigned to University by this Agreement, University will promptly reimburse Agent for the reasonable cost of such advance upon submission by Agent of any invoice therefor.
- I. Books and Records. Agent shall maintain at Agent's office complete, accurate, and separate books and records of all receipts and disbursements relating to the Property. The accounting entries shall be supported by sufficient documentation to ascertain that said entries are properly and accurately recorded to the Property. Agent shall ensure such control over accounting and financial transactions as is reasonably required to protect

I. Exclusive Property Management Agreement

University's assets from theft, error or fraudulent activity on the part of Agent or its employee or agents. Losses arising from such instances are to be borne by Agent.

Agent shall furnish monthly to the University Operating Statements on or before the 15th day of each month for the preceding month. Operating Statements shall be prepared in accordance with generally accepted accounting principles with the exception that University may specify that the statements be prepared on a cash basis. The Income Statement shall include a comparison of monthly and year-to-date actual income and expense with the Approved Operating Budget. In addition, Agent shall prepare forms prescribed by University to facilitate the input of financial information into the University's accounting system. Owner and Agent will mutually agree to a specific Chart of Accounts that will be utilized for the Property's accounting.

Agent shall receive and answer tenant communications on behalf of University and shall monitor tenant compliance in accordance with lease provisions on behalf of University. Such books and records shall be available for inspection by University or its representatives during reasonable business hours and shall be the personal property of University.

- J. Compliance with Laws. Agent shall at University's expense comply with all federal, state and municipal laws, ordinances, regulation and orders relative to the management, operation, repair and maintenance of the Property. Agent shall promptly remedy any violation of any such law, ordinance, rule, regulation or order which comes to its attention.

Expenses incurred in remedying violations may be paid from the Operating Account established by University pursuant to the terms of Section 4C hereof.

- K. Taxes and Mortgages. Agent shall, if so requested, obtain and verify bills for real estate and personal property taxes, improvements, assessments and other like charges against the Property and recommend payment or appeal as in its best judgment it may decide. Agent shall forward such bills to University for payment by University in such time as to permit University to avoid penalty for late payment or to permit University to take advantage of discounts. Agent shall not make any payments on account of any mortgage, deed of trust or other security instrument, if any, unless requested to do so in writing by the University.
- L. Legal Proceedings and Claims. Agent is not authorized to practice law. Agent will advise University promptly in writing of service upon Agent of any notices, letters or other communications setting out or claiming any alleged liability of University. If Agent deems legal assistance is needed for any reason including rent collection or tenant eviction, Agent shall obtain express written consent of University to seek assistance from University-approved legal counsel.
- M. Transfer of Funds. If University elects in writing to have Agent remit any cash balance or portion thereof in the Operating Account, Agent shall remit such amount after deducting the authorized working capital amount and known major expenditures that will be paid between the remit date and the last day of the month. Remittances shall be delivered to University, independent of required Operating Statements, in the most expeditious manner possible as directed by University.
- N. Agent's Insurance Requirements. Agent shall at all times maintain Professional Liability Insurance and General Liability Insurance.

i. General Requirements.

- a. Agent and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, Section N, and to provide University with a Certificate of Insurance ("certificate"). The Agent shall not commence work under this contract until satisfactory evidence

I. Exclusive Property Management Agreement

has been provided to the University that the Agent can cover the requirements set forth in this provision with regard to the Agent and all subcontractors when engaged in any work performed under this contract. All certificates shall be coordinated by the Agent and provided to the University within seven (7) days of the signing of the contract by the Agent. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this Section N. Exhibit C, the Request for Certificate of Insurance, provides a list of instructions for the insurance agent or broker of the Agent and its subcontractor(s) of any tier.

- b. Additionally and at its option, University may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the University's request.
- c. All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Alaska. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University's option.
- d. All policies shall name University as Additional Insured. On the certificate, the Certificate Holder shall be stated as: "University of Alaska". Certificates shall be mailed to the address provided in Section 18 of this Agreement.
- e. Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of University to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Agent and its subcontractor(s) of any tier to maintain such insurance.
- f. **No Representation of Coverage Adequacy.** By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Agent and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Agent and its subcontractor(s) of any tier under the indemnities granted to University in this Agreement.
- g. Agent is responsible for coordinating the reporting of claims and for the following: (a) notifying the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with the University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.
- h. Failure to comply with this provision may preclude other contracts and agreements between the Agent and the University. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Agent's policy contains higher limits, the University shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contract Administrator prior to beginning work and must provide for a 30-day prior notice to the University of cancellation, non-renewal, or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Agent's services.

- ii. Required Insurance Coverage. Without limiting Agent's indemnification, it is agreed that Agent and its

I. Exclusive Property Management Agreement

subcontractor(s) of any tier shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement policies of insurance covering the following types and limits:

- a. **Commercial General Liability Insurance.** Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) each occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000) aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000). CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy. This policy shall name the University as Additional Insured and waiver of subrogation language shall be included.
- b. **Commercial General Liability Insurance.** If applicable, Commercial Auto policy with a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000); Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- c. **Personal Property.** If applicable, insurance to cover personal property of Agent and its subcontractor(s) of any tier. In no event shall University be liable for any damage to or loss of personal property sustained by Agent, even if such loss is caused by the negligence of University, its employees, officers or agents. Waiver of subrogation language shall be included.
- d. **Workers' Compensation.** Agent and its subcontractor(s) of any tier shall provide and maintain, for all employees of the Agent engaged in work under this contract, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The Agent shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$500,000 per occurrence. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.
- e. **Professional Liability.** Agent and its subcontractor(s) of any tier, Agent and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Professional Liability shall include all errors, omissions, or negligent or wrongful acts of the Agent, subcontractor, or anyone directly or indirectly employed by them, made in the performance of this contract which results in financial loss to the University. Limits of liability shall be not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000). Coverage shall be maintained for the duration of this contract plus three years following the date of final payment.
- f. **Excess Liability.** If necessary to provide the required limits, required policy limits may be layered with a Commercial Umbrella or Excess Liability policy or policies.

I. Exclusive Property Management Agreement

7. OWNER'S RESPONSIBILITY.

- A. Accurate Records Transfer. University shall furnish Agent with accurate documents and information including leases, amendments, correspondence, copies of all service contracts, and insurance policies related to the Property. Expenses related to acquiring accurate documentation will be charged to University.
- B. Building Compliance. Agent does not assume and shall not have any obligation to determine what laws, regulations and ordinances apply to the Property and is given no responsibility for compliance of any building on University's property or any equipment therein with the requirements of any hazard statute, code, ordinance, law or regulation of any governmental body or of any public authority or official thereof having jurisdiction. Agent shall notify University promptly of any complaints, warnings, notices, or summons received by Agent relating to such matters and shall proceed to address such problems, if any, at the direction of University. University represents to Agent that to the best of University's knowledge, the Property, buildings and equipment comply with all such requirements. If University has obtained inspection reports regarding non-compliance or hazards in the Property such reports shall be given to Agent.
- C. Insurance. The University of Alaska maintains a self-insured retention for physical damage and for liability exposures that is supported by the financial resources of the University through a combination of self-insurance and excess insurance with large deductibles. The University administers any losses that fall within these deductible levels, including those for which we are contractually liable. The University of Alaska's self-insured retention does not provide for adding parties as additional insured or for waiver of subrogation.
- D. University's Right to Audit. University reserves the right, after three (3) days written notification, for the University's employees or others appointed by University, to conduct examinations during normal business hours of the books and records maintained for University by Agent regardless of where the books and records are located. University also reserves the right to perform any and all additional audit tests relating to Agent's activities, provided, such audit tests are related to those activities performed by Agent for University.

- 8. LIABILITY AND INDEMNITY. Permittee assumes all responsibility, risk and liability for all activities of Permittee, its employees, agents, representatives, contractors, subcontractors, invitees or licensees, directly or indirectly conducted in connection with its use, performance, activities or operations on or surrounding the Property, including environmental or hazardous materials risks and liabilities whether occurring during or after the term of this Permit. Permittee shall indemnify, defend and hold the University, its Board of Regents, officers, employees, agents and representatives harmless from and against any and all loss, expense, including attorney's fees and litigation costs, damage, claim, demand, judgment, fee, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever on account of damage to or loss of property, or personal injury, emotional distress or death arising directly or indirectly in connection with the use, performance, activities or operations of Permittee, its employees, agents, representatives, contractors, subcontractors and invitees. This indemnification does not apply where the injury is caused by the University's sole negligence or intentional misconduct. This indemnification applies before and after Permittee's activities and Operations on the Property and shall survive any termination or expiration of this Permit. In the event any part of this indemnification clause is determined to be contrary to law or public policy, Permittee agrees to provide the University with the maximum indemnification allowed by law.

- 9. ASSIGNMENT. Agent shall not have the right to assign this Agreement without the prior written consent of University.

- 10. DISPUTES. Any Dispute which may arise between the Agent and University, in any manner, concerning this contract, shall be resolved in accordance with Alaska Statutes 36.30.620 - 632, AS 36.30.670 - 695, and University of Alaska regulations and procedures. Penalties for making misrepresentations and fraudulent claims relating to a procurement or contract controversy are prescribed in AS 36.30.68.

I. Exclusive Property Management Agreement

11. TERMINATION. Either party may terminate this Agreement by giving ninety (90) days advance written notice. In the event either party should default in performance of the terms of this Agreement, the other party may terminate this Agreement effective immediately upon written notice. Notwithstanding termination of this Agreement, University will reimburse Agent for any sums reasonably due Agent for services rendered or for funds reasonably and necessarily advanced by Agent prior to termination. After termination, University shall be solely responsible for payment of forwarded unpaid invoices related to the Property.

Upon termination Agent shall return University's documents and records furnished to Agent by University including original signed leases, extensions and renewals, and the books and records for the Property.

12. RELATIONSHIP OF PARTIES. It is the intention of the parties hereto to create a relationship wherein Agent is an independent contractor in the management and operation of University's Property and University is the beneficiary of such management and operation. Nothing herein contained shall be construed as creating the relationship of employer/employee or establishing a partnership or joint venture between the parties. Agent is not and never shall be liable to any creditor of University or to any claimant against the property of University.
13. UNIVERSITY'S REPRESENTATIVE. The following individual has full authority and responsibility for any decision pursuant to this Agreement on the part of University, emergency or otherwise, relating to the operation of the Property: **[Enter Name of University Rep]** or such other individual as may be from time to time designated in writing by University.
14. SECTION HEADING. The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope of meaning of the provisions of this Agreement.
15. TERMS BINDING. All terms of this Agreement are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and/or assigns.
16. AMENDMENT. This Agreement may be amended only by an instrument in writing signed by both parties hereto.
17. SEVERABILITY. If any clause or provision of this Agreement is illegal, invalid, or unenforceable, the balance of this Agreement shall remain in effect and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.
18. GOVERNING LAW. This Agreement shall be construed and enforced according to the laws of the State of Alaska, and sole venue for any lawsuit or legal proceeding based on or arising under the Agreement shall be in the courts of the State of Alaska, Third Judicial District at Anchorage.
19. NOTICE. All notices, demands, requests, and other communications required under the terms of this Agreement to be in writing shall be deemed to be delivered whether actually received or not, when deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

If to University: UNIVERSITY OF ALASKA
1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508

If to Agent: [ENTER COMPANY NAME]
[Enter Address]
[Enter City, State Zip]

I. Exclusive Property Management Agreement

AGENT:

[Enter Name]
[Enter Title]
[ENTER COMPANY NAME]

Date

UNIVERSITY:

Christine E. Klein
Director for Facilities and Land Management
UNIVERSITY OF ALASKA

Date

Attachments:

Exhibit A – Property Description
Exhibit B – Required Reports and Frequency
Exhibit C – Request for Certificate of Insurance Form
Exhibit D – 1815 Bragaw Emergency Action Plan

**I. Exclusive Property
Management Agreement**

EXHIBIT A

PROPERTY DESCRIPTION

[Enter Legal Descriptions for Property] -- if more space is needed, unprotect document, delete this form field and type directly onto the form.

I. Exclusive Property Management Agreement

EXHIBIT B

REQUIRED REPORTS AND FREQUENCY

MONTHLY:

1. OPERATING STATEMENTS that include all receipts, disbursements, vacancies, and delinquent rental accounts for each month. Operating Statements will include at a minimum:
 - A. Complex Reports
 - i. Balance Sheet
 - ii. Statement of Cash Flows
 - iii. Income and Expense Summary
 - iv. Income and Expense Detail
 - v. Bank Statement
 - vi. Check Register
 - vii. General Ledger in Microsoft Excel
 - viii. Reconciliation Report
 - B. Reports by Building:
 - i. Statement of Cash Flows
 - ii. Income and Expense Summary
 - iii. Income and Expense Detail
 - iv. General Ledger in Microsoft Excel
 - v. Rent Roll

In addition, Agent shall prepare forms prescribed by University to facilitate the input of financial information into the University's accounting system.

2. INSPECTION AND INCIDENT REPORTS. Agent shall provide to the University on a monthly basis inspection reports and incident logs/reports on non-emergent issues related to activity on the Property. Such inspection and incident reports shall include, at a minimum, the following:
 - A. Maintenance and Security
 - i. Inspection Reports
 - ii. Incident Reports
 - B. Miscellaneous
 - i. Building Notices
 - ii. Building Meetings
 - iii. Other

QUARTERLY:

- STATUS REPORTS. Agent will report to the University on a quarterly basis status reports on the operation of the Property. Such status reports shall include, at a minimum, the following:
 - A. Executive Summary
 - B. Leasing
 - i. Stacking Plan – USF and RSF
 - ii. Tenant Communications
 - C. Management
 - D. Building Activity
 - i. Major Projects / General Building

I. Exclusive Property Management Agreement

- ii. Maintenance and Security
 - a. Preventative Maintenance Schedule
 - b. Deferred Conditions Report
- iii. Miscellaneous

ANNUALLY:

1. PROPERTY MANAGEMENT PLAN which will outline the scope of activities related to the Property, responsibilities of management staff and detail the policies and procedures to be observed in the management of the Property. At a minimum, the Management Plan will include:
 - A. Management Staff
 - B. General Policies and Procedures
 - C. Leasing and Occupancy
 - D. Tenant Move-In, Move-Out and Eviction Procedures
 - E. Rent/Agency Fund Collection Policies and Procedures
 - F. Contracts and Disbursements
 - G. Tenant Relations
 - H. Maintenance and Security
 - I. Lease Administration

The Management Plan will be reviewed every two years; however, changes in key staff or management structure shall be updated annually.

2. BUSINESS PLAN
 - A. Property Profile
 - i. Total USF
 - ii. Total Occupied by University USF
 - iii. Total Occupied by Private USF
 - iv. Percentage of occupancy by University and Private
 - v. Lease Expirations: USF and Percentages
 - B. Leasing Plan
 - i. Current Market Overview
 - ii. Current Comparables
 - iii. Projected Leasing Activity
 - iv. Future Rent Analysis
 - C. Month Budget Plan
 - D. Fiscal Operating Budget
 - E. Capital Budget
 - F. Variance Analysis

The Business Plan shall be updated and will be reviewed every year. As further outlined in this Agreement, the Fiscal Operating and Capital Budget are subject to approval by the University.

**I. Exclusive Property
Management Agreement**

EXHIBIT C

CERTIFICATE OF INSURANCE REQUEST FORM

This form can be used to facilitate a request to an insurance company to provide a certificate of insurance as required for this contract. Please complete the form and relay on to your insurance company.

Date: _____

Requested by: _____

Company Name: _____

Phone: _____

E-mail: _____

CERTIFICATE HOLDER NAME AND ADDRESS:

UNIVERSITY OF ALASKA
1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508-3438
Attn: Facilities and Land Management

INTEREST OF CERTIFICATE HOLDER:

ADDITIONAL INSURED

Exclusive Management Agreement between the University, as Property Owner, and Requesting Party, as Agent.

Description of Operations / Location / Project:

[ENTER PROPERTY NAME] – Contract for: _____

[Enter Property Address(es)], [Enter City], Alaska

Ref: Project No. [Enter Project Number]

WAIVER OF SUBROGATION: ☒ General Liability ☒ Auto ☒ Personal Property

E-mail to Certificate Holder – E-mail: [Enter Project Manager E-mail Address]

Fax to Certificate Holder – Fax Number: (907) 786-7733

Mail original to Certificate Holder at the address noted above.

J. ADDITIONAL CONTRACT PROVISIONS

1. DEFINITIONS: For the purposes of this solicitation, the terms Offeror and Contractor refer to the same entity. Generally, the term Offeror will be used to refer to a vendor who submits a proposal and the term Contractor will be used to refer to the successful Offeror to whom award is made.

2. TERM OF CONTRACT: A contract will be awarded for the period July 1, 2018 to June 30, 2023 with options to renew for three (3) additional three (3) year periods. Renewals will be made at the sole discretion of UAA, based on, among other factors, availability of funding, satisfactory performance, and Vendor acceptance. If all option years are exercised, the contract shall expire January 31, 2029.

3. CHANGES TO CONTRACT:

3.1. UAA reserves the right, without invalidating the contract, to increase, decrease, delete, or modify the type or level of services during the term of any contract or any extension resulting from this solicitation. All changes outside the scope of the original Contract shall be ordered by means of a written Change Order / Modification to the Contract.

3.2. UAA reserves the right to add additional services as yet undefined, as may be successfully negotiated with the Contractor. Negotiated compensation shall be inclusive of all management, supervision, profit and overhead incurred by the Contractor, unless otherwise approved in advance by the Contract Administrator.

4. F.O.B. POINT: All offers for goods and services shall be offered F.O.B. Destination:

**University of Alaska SW Land Management
1815 Bragaw Street
Anchorage, Alaska 99508**

Prices offered must include all costs associated with shipping, packing, and delivery to the F.O.B. point. No additional costs will be allowed.

5. CONTRACT PRICING: Prices offered shall remain firm for the life of the contract.

6. PAYMENTS: One monthly invoice required, summarizing billing for all services rendered included in this contract. Invoices are to be sent no later than thirty (30) days after the end of a month.

- Invoices shall be submitted to the designated UA Contract Administrator for review and approval.
- Payments will be due 30 days after receipt and approval of invoice.
- The provisions of this paragraph do not apply if the contract or billing is in dispute. "Dispute" means a determination by a UAA Procurement Officer that the performance called for or price charged is not in compliance with the terms of the contract. Payment is considered made on the date when the payment is personally delivered to the Contractor's agent or on the date when the payment is mailed.

7. DISPUTES: Any disputes, which may arise between the successful Contractor and UA, in any manner, concerning a contract resulting from this solicitation, shall be resolved in accordance with Alaska Statutes 36.30.620-632, AS 36.30.670-695, and UA's regulations and procedures.

8. TRAVEL: UA will not be responsible for any travel expense / cost associated with the performance of any contract resulting from this proposal unless pre-approved by the Contract Administrator..

J. ADDITIONAL CONTRACT PROVISIONS (CONT.)

10. DISCLOSURE OF INFORMATION: The Contractor agrees that it will not, during or after the term of this contract, or any extension, disclose any proprietary or confidential information of UA, including but not limited to its costs, charges, operating procedures and methods of doing business to any person, firm, corporation, the public or other entity without the prior written consent of UA. Nor shall the Contractor release for publication any publicity relating to these services using or implying the name of UA without the prior written consent of UA.

11. NON-WAIVER: The waiver of any breach of the terms of this agreement by the University shall not constitute a waiver of any of its terms or any subsequent breach, nor shall any payment for good delivered or services rendered constitute such a waiver.

End Additional Contract Provisions.

K. PRICE / COST SCHEDULE

Offeror's Name _____

Notes:

For RFP evaluation purposes, only the Property Management Fee will be used to calculate the Cost/Price score for each Offeror.

The Construction Management and Lease Renewals fees will not be part of the evaluation. However, the successful Offeror shall be required to apply the stated percentages in their actual billing.

The percentages offered on this Price/Cost Schedule shall be effective through the life of this contract.

Offerors who fail to provide a percentage for each of the three items below may be declared non-responsive and removed from further consideration.

ITEM NUMBER	ITEM	DESCRIPTION	%/ \$ OFFERED
1	Property Management	Percent of Gross Monthly Receipts	%
	The following items will not be used in the RFP evaluation. However, the successful Offeror shall be required to apply the stated percentage in their actual billing for the duration of the contract.		
2	Construction Management- For any tenant improvements construction or capital construction	Percent of job cost	%
3	Lease Renewals	Percent of annual lease rate paid on an annual basis	%
4	Hourly Rate	For services not customarily a part of the usual services performed by a property management agent, such as, appealing assessed valuations, providing detailed investment analysis.	\$

The Offeror shall state prices in the units of issue of this RFP. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided, without further cost. All costs both direct and indirect must be identified in this RFP. Prices quoted in this RFP must be exclusive of Federal, State or Local Taxes. If the Offeror believes that certain taxes are payable by the University of Alaska, the Offeror may list such taxes separately, directly below the RFP price for the affected item.

L. PROPOSAL TRANSMITTAL & COMPLIANCE FORM

- 1) This RFP contains no requirements for a Bond.

I hereby acknowledge receipt of University of Alaska Request for Proposal No. P18-003 and certify that this proposal conforms to the requirements of Proposal No. P18-003 except as noted below, or "NONE". List specific exceptions, if any, below by page, paragraph, and line references. Attach additional pages as necessary.

Note: Do not submit Offeror's terms and conditions as blanket replacement of terms and conditions in these Proposal Documents.

-
- 2) Provide Alaska Business License Number: _____

- 3) Indicate any Alaska Preferences that Offeror may qualify for (Preferences to be applied in accordance with AS36.30):

AK Bidder Preference _____ Alaska Employment Program _____ Alaska Person with Disability _____

Alaska Veteran _____ Alaska Domestic Insurer _____ Alaska Products Preference (Indicate Class I, II, or III) _____

- 4) If any amendments are issued to this RFP, Offeror must acknowledge the receipt of such amendments in the space provided on the line below or by signing the amendment and submitting it with the Offeror's proposal or before the submittal deadline, unless the amendment states otherwise. Proposals that fail to acknowledge receipt of amendments may be considered non-responsive and be eliminated from further consideration.

The Offeror acknowledges receipt of the following Amendment(s):

-
- 5) I certify that I am a duly authorized representative of the firm listed above, that information and materials enclosed with this proposal accurately represent the capabilities of the firm to provide the services indicated in compliance with the requirements of the solicitation. The University of Alaska is hereby authorized to request from any individual any pertinent information deemed necessary to verify information regarding capacity of the firm, for purposes of determining responsiveness of the proposal, or responsibility of the firm as a prospective contractor.

Offeror / Firm Name: _____

Signature: _____

Signer's Name (Printed): _____

Title: _____

Phone No.: _____

Email: _____

Date: _____

M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS

1. TYPE OF BUSINESS ORGANIZATION: The Offeror, by checking the applicable box, represents that:

(a) It operates as

- ☐ a corporation incorporated under the laws of the State of _____
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture; or

(b) If the Offeror is a foreign entity, it operates as

- ☐ a corporation registered for business in the Country of _____,
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization,
- ☐ or a joint venture.

2. PARENT COMPANY INFORMATION: The Offeror, by checking the applicable box, represents that:

- ☐ It is independently owned and operated and it is not owned or controlled by a parent company or parent organization.
- ☐ It is not independently owned and operated; it is owned or controlled by a parent company or parent organization; and the full name and address of the Offeror's parent company or parent organization is:
- ☐ If not independently owned and operated, the parent company or parent organization's Taxpayer Identification Number (TIN) or Employer Identification Number (E.I. No.) is _____.

3. TAXPAYER IDENTIFICATION:

(a) Definitions:

- (1) "Common parent," as used in this solicitation provision, means an Offeror that is a member of an affiliated group of corporations that files its Federal income tax returns on a consolidated basis.
- (2) "Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.
- (3) "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Bidder/Offeror in reporting income tax and other returns.

(b) The Offeror is required to submit the information required in paragraphs (c) through (e) of this provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.902(a), the failure or refusal by the Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN) of Offeror:

(Offeror is required to fill all appropriate blank(s) and/or check all applicable statement(s).)

- ☐ TIN: _____
- ☐ TIN has not been applied for.

- ☐ TIN is not required because: _____
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the US.
- ☐ Offeror is an agency or instrumentality of a state or local government.
- ☐ Other. Explain basis _____

(d) Corporate Status of Offeror:

(Offeror is required to check all applicable statement(s).)

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CF R 501(c)(3) that is exempt from taxation under 26 CFR 501(a)

(e) Common Parent:

(Offeror is required to fill all appropriate blank(s) and/or check all applicable statement(s).)

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of Offeror's common parent:
Name _____
TIN _____

(f) If the Offeror is a Joint Venture, the Offeror shall make copies of this representation and complete one for each entity in the venture. Each copy of the representation must be marked to identify the venturer to which it applies. Offeror shall specify here the names and full addresses of the entities which make up the joint venture, if applicable.

- ☐ Joint Venture consists of:
(Offeror must list name and address of all entities)
(Attach additional sheet(s) if necessary.)

4. CONTINGENT FEE REPRESENTATION AND AGREEMENT: Note: The Offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulations.

(a) Representation. The Offeror represents that, except for full-time bona-fide employees working solely for the Offeror, the Offeror:

- (1) () has, () has not employed or retained any person or company to solicit or obtain this contract; and
- (2) () has, () has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the University and, when subparagraph (a) (1) or (a) (2) is answered affirmatively, to promptly submit to the University procurement officer:

- (1) A complete Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indicating that the SF 119 was previously submitted to the same procurement officer, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

5. AUTHORIZED NEGOTIATORS: The Offeror represents that the following persons are authorized to negotiate on its behalf with the University in connection with this solicitation: (List names, titles, and telephone numbers of the authorized negotiators).

6. PERIOD FOR ACCEPTANCE OF OFFER: In compliance with the solicitation, the Offeror agrees, if this offer is accepted within at least ninety (90) days after the closing date for receipt of proposals, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.

7. PLACE OF PERFORMANCE:

(a) The Offeror, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Offeror as indicated in this offer.

(b) If the Offeror checks "intends" in paragraph (a) above, he (she) shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City,
County, State, Zip Code)

Name and Address of Owner and Operator of
the Plant or Facility, if other than Offeror

8. SMALL BUSINESS CONCERN REPRESENTATION: The Offeror represents and certifies as part of its offer that: it () is, () is not a small business concern and that () all, () not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico or the Trust Territories of the Pacific Islands. "Small business concern," as used in this provision, means a concern, including its affiliate(s), which are independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards specified elsewhere in this solicitation. (See PROPOSAL TRANSMITTAL FORM.)

9. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION:

(a) The Offeror represents that it () is, () is not a small disadvantaged business concern.

(b) Definitions:

"Asian-Indian American," as used in this provision means a U.S. citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision means a U.S. citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means U.S. citizens who are American Indian, Eskimo, Aleut, or native Hawaiian.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision means a small business concern that is (1) at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals or (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified Groups. The Offeror shall presume that socially and economically disadvantaged individuals include: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the U.S. Small Business Administration under 13 CFR 124.1.

10. WOMAN-OWNED SMALL BUSINESS REPRESENTATION:

(a) Representation. The Offeror represents that it () is, () is not a woman-owned small business concern.

(b) Definitions "Small business concern," as used in this provision, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Woman-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS: The Contractor represents that:

(a). It () has () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation the clause originally contained in Section 310 of federal Executive Order No. 10925, or the clause contained in Section 201 of federal Executive Order No. 1114;

(b). It () has () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, by proposed subcontractors, will be obtained before subcontract awards.

12. CERTIFICATION OF NON-SEGREGATED FACILITIES:

(a) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will --

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES.**

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually). **NOTE:** The penalty for making false statements in bids/offers is prescribed in 18 U.S.C.1001.

**13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--
LOWER TIER COVERED TRANSACTIONS:** The Contractor assures that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor agrees to insert this provision in lower tier covered transactions in accordance with federal rules and regulations implementing Executive Order 12549, the Government-Wide Common Rule for Non-Procurement Debarment and Suspension, and Federal Acquisition Regulations (FAR), 48 CFR Subpart 9.4.

14. CLEAN AIR AND WATER CERTIFICATION: (This provision is applicable if the contract amount exceeds \$100,000.)

(a). The Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act [42 U.S.C.1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibit the use by federal contractors or grant recipients, of facilities which are included on the Environmental Protection Agency (EPA) List of Violating Facilities.

(b). The Contractor warrants that any facilities to be used in the performance of this contract are not listed on the EPA List of Violating Facilities.

(c). The Contractor will include a provision substantially the same as this, including this paragraph (c) in every non-exempt subcontract.

15. ANTI-KICKBACK PROVISIONS:

(a) The Contractor assures that regarding this contract, neither the Contractor, nor any of its employees, agents, or representatives has violated the provisions of the "Anti-Kickback" Act of 1986 (41 USC 51-58) which is incorporated by reference and made a part of this contract.

(b) The Contractor warrants that neither the Contractor nor any of its representatives has been required, directly or indirectly as an express or implied condition in obtaining or carrying out this contract, to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

16. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION: By submitting this offer, the Offeror agrees to comply with all applicable State and Federal rules governing Equal Employment Opportunity and Non-Discrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L.88-352), E.O.11246 (EEO), E.O. 11625 (EEO), 41 CFR 60 (EEO) (Discrimination). The Offeror agrees to include this provision in all subcontracts.

17. ASSURANCE OF FEDERAL COMPLIANCE BY THE CONTRACTOR: (This representation is applicable only if the Offeror is an educational institution, hospital, or other non-profit organization.)

By submitting this offer, a Offeror assures that if the primary source of funding for this solicitation is Federal, the requirements of OMB Circular A-21 or Circular A-110, as applicable, shall be complied with by the Contractor and its subcontractors.

18. CERTIFICATE OF INDEPENDENT PRICING AND PLEDGE TO REFRAIN FROM ANTI-COMPETITIVE PRACTICES: By submitting this offer, the Offeror certifies that its prices were independently arrived at and without collusion. Penalties for participation in anti-competitive practices are prescribed in AS 36.30, and include, but are not limited to, rejection of the offer, suspension, debarment, civil and/or criminal prosecution.

19. PENALTY FOR FALSE STATEMENTS:

(a) The penalty for false statements or misrepresentations in connection with matters relating to University of Alaska procurements or contracts is prescribed in AS 36.30.687. "Misrepresentation," as used here means a false or misleading statement of material fact, or conduct intended to deceive or mislead concerning material fact, even though it may not succeed in deceiving or misleading.

(b) The penalty for making false statements in bids or offers relating to federal procurement matters is prescribed in 18 U.S.C. 1001.

20. CERTIFICATION OF PROCUREMENT INTEGRITY: By submitting its offer, the Offeror certifies it has no knowledge of any violation of any provisions of or regulations implementing the Office of Federal Procurement Policy Act (41 U.S.C. 423) applicable to activities related to this offer by any of its officers, employees, agents, or representatives covered by that Act.

21. DRUG FREE WORKPLACE: To the extent that any facilities, equipment, vessel or vehicle to be provided under this bid/offer is to be used as a place of work by University of Alaska employees, the Offeror certifies that it does and will maintain such place of work as a drug free workplace in compliance with the Drug Free Workplace Act of 1988 (P.L. 100-690) subject to all the sanctions and penalties in that Act. To this end the Offeror represents that it is in compliance with the requirements of the clause prescribed by the Federal Acquisition Regulations (FAR) 52.223-5. (A copy of the FAR 52.223-5 clause is available from the office issuing this solicitation upon request.)

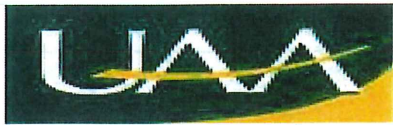
22. OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE: By signing below, the Offeror represents that all of its statements, certifications, and representations, and other information supplied herein are true and correct as of the date of submittal of this offer.

AUTHORIZED SIGNATURE: _____

Date: _____

OFFEROR: _____
(Type or Print Company Name)

ADDRESS: _____
(Type or Print Address of Offeror)

Attachment One (1)

**UNIVERSITY of
ALASKA ANCHORAGE**

BONFIRE Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

NAME	TYPE	No. FILES	REQUIREMENT
Technical Proposal	File Type: PDF (.pdf)	Multiple	Required
Price / Cost Schedule	File Type: PDF (.pdf)	1	Required
Proposal Transmittal and Compliance Form	File Type: PDF (.pdf)	1	Required
Alaska Business License	File Type: PDF (.pdf)	1	Optional

Requested Documents:

Please note the type and number of files allowed. **The maximum upload file size is 100 MB.**

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://uaa.bonfirehub.com/opportunities/6793>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **March 22, 2018 at 4:00 PM AKST.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information is instantly sealed and will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

Need Help?

University of Alaska uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>