

REQUEST FOR PROPOSALS PACKAGE



RETURN THIS PROPOSAL TO THE ISSUING OFFICE:

LEGISLATIVE AFFAIRS AGENCY

Issuing Office Mailing Address: State Capitol, Room 3, Juneau, AK 99801-1182

Issuing Office Hand Delivery Address: Terry Miller Legislative Office Building, 129 6th Street, Room 222, Juneau, Alaska

RFP NO. 627

Lease of approximately 1,800 square feet of net usable office space plus required circulation square footage for the Office of the Ombudsman (Ombudsman) in Anchorage, Alaska

SEALED PROPOSALS SHALL BE RECEIVED AT THE ABOVE ADDRESS UNTIL 1:30 P.M. ON WEDNESDAY, MAY 23, 2018. FAXED OR EMAILED PROPOSALS WILL NOT BE ALLOWED.

Offerors Are Not Required To Return This Page.

Under AS 36.30.020, the Alaska Legislative Council adopted procurement procedures that were based on competitive principles consistent with AS 36.30 and adapted to the special needs of the Legislative Branch. Therefore, the Legislative Branch follows its own procurement procedures and is not subject to the procurement procedures of the Executive Branch. Copies of the Legislative Branch Procurement Procedures are available upon request.

IMPORTANT NOTICES: YOU MUST REGISTER WITH THE CONTRACTING OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS, WHETHER YOU RECEIVED THIS REQUEST FOR PROPOSALS (RFP) FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, VIA THE MAIL, OR FROM ANOTHER SOURCE. FAILURE TO CONTACT THE CONTRACTING OFFICER MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.

Tina Strong, Contracting Officer
PH: 907-465-6705
FAX: 907-465-2918
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NOTICE TO OFFERORS

1. A proposal may be rejected if the proposal contains a material alteration or erasure that is not initialed by the signer of the proposal.

The Supply Officer may waive minor informalities that:

- a) do not affect responsiveness;
 - b) are merely a matter of form or format;
 - c) do not change the relative standing of or otherwise prejudice other offers;
 - d) do not change the meaning or scope of the RFP;
 - e) are trivial, negligible, or immaterial in nature;
 - f) do not reflect a material change in the work, services, or products requested; or
 - g) do not constitute a substantial reservation against a requirement or provision.
2. A proposal may be submitted on a photocopied Proposal Form and Price Offer Form.
3. The Offeror must have a valid Alaska business license when the proposal is submitted. The Offeror must write the business license number on Page 41 (the Questionnaire) or submit one of the following forms of evidence of an Alaska business license with this proposal: (a) a canceled check for the business license fee; (b) a copy of a business license application with a receipt date stamp from the state's business license office; (c) a receipt from the state's business license office for the license fee; (d) a copy of the Offeror's valid business license; or (e) a sworn notarized affidavit that the Offeror has applied and paid for a business license. **For more information regarding an Alaska business license, please contact the Business Licensing Section in the Division of Corporation, Business, and Professional Licensing in the Department of Commerce, Community & Economic Development at (907) 465-2550.** If an Offeror fails to comply with this paragraph, the Legislative Affairs Agency (Agency) reserves the right to disregard the proposal.
4. Prices quoted shall be in U.S. funds.
5. All proposals shall be submitted exclusive of Federal, State and local taxes.
6. OFFERORS OR THEIR AGENTS MAY NOT CONTACT ANY MEMBER OF THE EVALUATION COMMITTEE OR THEIR STAFF OR ANY MEMBER OF THE LEGISLATURE OR THEIR STAFF REGARDING THIS RFP. All questions concerning this Request for Proposals must be directed to the Contracting Officer of the Agency.

There are generally two types of questions. The first type is a question which can be answered by directing the Offeror to the specific section of the Request for Proposals where the information is found. Response to these questions may be given over the telephone but are limited to directing the Offeror to a portion of the Request for Proposals which can then be read by the Offeror.

The second type is a question that would require the Contracting Officer to clarify or interpret part of the Request for Proposals or its intent. Response to the second type of question will not be given except in writing via amendment to the Request for Proposals.

Offerors must put these questions in writing. These questions must be received by the Contracting Officer at least ten (10) days prior to the proposal closing.

The Contracting Officer is Tina Strong, Legislative Affairs Agency, State Capitol, Room 3, Juneau, Alaska. PH: 907-465-6705, FAX: 907-465-2918 TDD: 907-465-4980. Email address is tina.strong@akleg.gov.

7. Offerors shall carefully review this Request for Proposals, without delay, for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable material must be made in writing and received by the Supply Officer at least ten (10) days before proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of an Offeror's proposal upon which award could not be made.
8. Upon selection of an apparent Successful Offeror, the Supply Officer will issue a written Notice of Intent to Award (NIA) and send copies to all Offerors. The NIA will set out the names and addresses of all Offerors and identify the proposal selected for award.
9. If an Offeror wishes to protest a solicitation, the award of a contract, or the proposed award of a contract, the protest must be filed as required by secs. 230 and 240 of the Procurement Procedures of the Alaska State Legislature.
10. An Offeror must deliver its proposal in one sealed package to the issuing office identified on Page 1 of this RFP and before the closing date and time stated on Page 1 of this RFP. Mark the outside of the package to identify the RFP and the Offeror. The Price Offer Form must be submitted in a separate sealed envelope inside the proposal marked "Price Offer Form" with the RFP number on the outside of the sealed envelope.

IT IS THE RESPONSIBILITY OF THE OFFEROR TO ENSURE THAT ITS PROPOSAL AND ANY AGENCY ISSUED RFP AMENDMENTS ARE IN THE ISSUING OFFICE OF THE LEGISLATIVE AFFAIRS AGENCY PRIOR TO THE SCHEDULED PROPOSAL CLOSING TIME. PROPOSALS WILL BE REJECTED IF NOT RECEIVED PRIOR TO THE CLOSING DATE AND TIME. FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED.

11. The Alaska State Legislature complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact Tina Strong, Contracting Officer, Legislative Affairs Agency, (907) 465-6705 - Voice, (907) 465-4980 - TDD no later than ten (10) days prior to the deadline for receipt of proposals.
12. Assignment or transfer of the lease entered into as a result of this Request for Proposals is subject to sec. 160 of the Procurement Procedures of the Alaska State Legislature.
13. In case of a breach of the lease by the Successful Offeror, the Agency will have the remedies in sec. 40 ("Remedies on Default") of the General Conditions and Requirements of this RFP.
14. If an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive a preference of 5 percent. To qualify for the preference, the Offeror must: (a) hold a current Alaska business license; (b) submit an offer for the contract under the name that

appears on the person's current Alaska business license; (c) have maintained a place of business in the State staffed by the Offeror or an employee of the Offeror for a period of six months immediately preceding the date of this offer; (d) be incorporated or qualified to do business under the laws of the State, be a sole proprietorship and the proprietor is a resident of the State, be a limited liability company organized under AS 10.50 and all members are residents of the State, or be a partnership under AS 32.06 or AS 32.11 and all partners are residents of the State; and (e) if a joint venture, be composed entirely of ventures that qualify under (a) - (d) of this paragraph. Check the box on Page 37 of this RFP Package (Proposal Form) to indicate your eligibility.

If the Offeror is a limited liability company (LLC) or partnership as identified in (d) of this subsection, the statement must also identify each member or partner and certify that all members or partners are residents of the State.

If the Offeror is a joint venture which includes an LLC or partnership as identified in (e) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and certify that all of those members or partners are residents of the State.

15. USE OF LOCAL PRODUCTS: Sec. 142 of the Legislative Procurement Procedures states that in a contract involving the purchase of supplies, including a construction contract, only products manufactured, produced, or harvested in the state may be purchased if the supplies are competitively priced, available, and of like quality compared with products manufactured, produced, or harvested outside the state. AS 36.15.010 requires that in a project financed by State money in which the use of timber, lumber, and manufactured lumber projects is required, only timber, lumber, and manufactured lumber products originating in this State from local forests shall be used wherever practicable. Therefore, if construction, repair, renovation, redecoration, or other alteration is to be performed by the Successful Offeror to satisfy this Request for Proposals or to comply with a provision of the resulting lease, the Successful Offeror must use, wherever practical, timber, lumber, and manufactured lumber products originating in the State from local forests and only products manufactured, produced, or harvested in the state may be purchased if the supplies are competitively priced, available, and of like quality compared with products manufactured, produced, or harvested outside the state.
16. Funds are available in an appropriation to pay for the Ombudsman's monetary obligations under the lease through June 30, 2019. The availability of funds to pay for the Ombudsman's monetary obligations under the lease after June 30, 2019 is contingent upon the appropriation of funds for the particular fiscal year involved. In addition to any other right of the Agency under this lease to terminate the lease, if, in the judgment of the Legislative Affairs Agency Executive Director, sufficient funds are not appropriated, the lease will be terminated by the Agency without liability of the Agency for the termination or amended. To terminate under this section, the Agency shall provide written notice of the termination to the Offeror. If a lease that includes leasehold improvement costs is fully executed and then terminated by the Agency because sufficient funds are not appropriated, the Agency shall fulfil the contractual obligation to pay any leasehold improvement costs still owed to the Successful Offeror at the time of termination.
17. This RFP does not obligate the Agency to award a lease or to pay any costs incurred in the preparation of the proposal when the Agency does not award a lease. This RFP may be canceled as provided in sec. 120 of the Procurement Procedures of the Alaska State

Legislature. Among the reasons that justify cancellation is that all of the responsive proposals exceed the funds available for the lease.

18. A proposal may be rejected in whole or in part when in the best interest of the Agency, as provided in sec. 130 of the Procurement Procedures of the Alaska State Legislature.
19. This Request for Proposals is subject to the Procurement Procedures of the Alaska State Legislature.
20. HUMAN TRAFFICKING: By the Offeror's signature on the Proposal Form, the Offeror certifies that the Offeror is not headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

In addition, if the Offeror conducts business in, but is not headquartered in, a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the Offeror's policy against human trafficking must be submitted to the Agency prior to contract award.

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

If an Offeror fails to comply with this sec. 20 (Human Trafficking), the Agency may reject, without liability, the Offeror's proposal as non-responsive, cancel intent to award to the Offeror, or cancel the resulting contract to the Offeror.

21. ADDITIONAL TERMS AND CONDITIONS: The Agency reserves the right to include additional terms and conditions in the lease.
22. LEASE AMENDMENTS: In addition to any other amendment the parties may be allowed to make under the lease, the terms of the lease entered into as a result of this Request for Proposals may be amended by mutual agreement of the parties if the Agency determines that the amendment is in the best interests of the Agency.
23. FORMAT OF LEASE AGREEMENT: The lease agreement entered into as a result of this RFP will be in the lease format desired by the Agency and may, by reference, include the provisions in this "Notice to Offerors" that apply to the lease, including, but not limited to, sec. 24 (Venue) of this Notice to Offerors of this RFP.
24. VENUE: In the event that the parties to the resulting lease agreement find it necessary to litigate the terms of the lease agreement, venue shall be State of Alaska, First Judicial District, at Juneau, and the lease agreement shall be interpreted according to the laws of Alaska.
25. FIRM OFFER: For the purpose of award, proposals made in accordance with this Request for Proposals shall be good and firm for a period of ninety (90) days from the date of closing for receipt of proposals in response to the RFP.
26. AWARD OF THIS RFP IS SUBJECT TO STATE OF ALASKA LEGISLATIVE COUNCIL APPROVAL.

27. All Offerors should note that final award of a lease based on this RFP is not solely based on the price. See sec. 51 (Award Criteria) of the General Conditions and Requirements of this RFP.

28. SCHEDULE: This schedule represents the Agency's best estimate. If one component is changed, the remainder of the schedule may be changed.

RFP Issue Date:	April 23, 2018
Deadline for Receipt of Proposals – Proposals Opened	May 23, 2018
Site Visits (if applicable)	May 29, 2018 – June 1, 2018
NIA Issued	June 15, 2018
Deadline for Receipt of Protest to the Award	June 25, 2018
State Signs the Lease	June 29, 2018

SPECIAL CONDITIONS AND REQUIREMENTS

1. These Special Conditions and Requirements modify the General Conditions and Requirements and shall supersede the General Conditions and Requirements if they conflict.
2. LOCATION: Midtown Anchorage, Alaska within an easily accessible area by public transportation.
3. STRUCTURES ALLOWED: Any new construction, new building, existing building, modified existing building, including an existing building requiring modifications to the exterior walls in order to meet the Ombudsman's configuration requirements, or other structure is allowable as long as the proposed structure meets the requirements of this RFP and any construction or modifications necessary to meet the requirements of this RFP can be accomplished by the occupancy date specified in this RFP.
4. LEASEHOLD IMPROVEMENTS DEFINED: When pricing offers, Offerors should separate the Leasehold Improvement Cost from the Base Lease Cost as shown on the Price Offer Form. In general, the leasehold improvement portion of construction is limited to the construction needs specific to the requirements of the Agency's solicitation and does not include the basic structure of the building or construction in common areas.

New Construction: The cost of a complete new construction of a facility is not considered a leasehold improvement for purposes of this solicitation even if the Ombudsman would occupy all of the facility. Only the percentage directly connected with the Ombudsman's needs are identified as leasehold improvements, i.e., partition walls and electrical and data outlets required to meet specific requirements of the Ombudsman.

Existing Facility: Except as provided by the previous paragraphs of this sec. 4 (Leasehold Improvements Defined), all elements of construction related directly to the Ombudsman's needs as specified in the solicitation are identified as Leasehold Improvement Costs.

No U.S. Department of Labor Consumer Price Index for All Urban Consumers, Anchorage Area (CPI-U) increases will be allowed on the Lease Improvement Cost. CPI-U increases will only be allowed on the Base Lease Cost.

5. CIRCULATION: In addition to the amount of space defined in sec. 6 (Configuration) of this RFP, Offeror shall furnish adequate additional space within the leased area for people to easily circulate between the specific rooms, work areas, and offices without encroaching upon those rooms, work areas, and offices. The additional space is required to meet circulation requirements of building codes, fire codes, accessibility for persons with disabilities, and the unique circulation requirements of each offered building.
6. CONFIGURATION: The square footage numbers listed in this paragraph are approximate and may not be the amount needed to include all of the types of circulation required in sec. 5 (Circulation) of this Special Conditions and Requirements of this RFP. The Ombudsman shall dictate the final space layout.

The Ombudsman is soliciting for approximately 1,800 square feet of net usable office space as defined in sec. 9 (Net Useable Space) of the General Conditions and Requirements of this RFP. Office space shall be Class A or Class B office space. The

Ombudsman prefers street level office space for ease in public access; however, office space located on other floors of a building may be accepted if the access to the space offered meets the Americans with Disabilities Act 2010 ADA Standards for Accessible Design, including amendments, as the Guidelines apply to a newly-constructed state-owned facility.

The following configuration requirements, including, but not limited to, the following paragraph and the location of the required parking spaces described in this RFP, are preferred by the Ombudsman. The Ombudsman may, however, accept other configuration layouts, including, but not limited to, less square footage, but reserves the right to modify other configuration layouts to best meet the needs of the Ombudsman.

Space is to be in the confines of one building and the Ombudsman prefers the space be contiguous and prefers the space not be split up on different floors. Basement space is not acceptable as office space. Only storage space may be located in basement space. Basement space is defined as the lowest stories of a building when those stories are wholly underground.

Contiguous Defined: Contiguous space is defined as space on each floor that abuts and shares a common boundary, such as an interior wall or space that is located directly across an interior hallway, lobby, or corridor.

Office of the Ombudsman

- A. Full telecommunications and broadband wiring in facility
- B. A main entrance that leads to a reception area for intake and to control access
- C. A secondary point of exit
- D. At least three (3) internal offices with doors that lock (to comply with confidentiality requirements)
- E. Space for at least three (3) work stations in shared/open space
- F. A common conference room area big enough for 5-7 people
- G. Close proximity to a major bus stop
- H. Access to break room amenities (kitchen, sink, etc.)
- I. Space or a room for large copier, printer, mail, office supply storage, etc.

7. PARKING: In addition to the requirements in sec. 23 (Parking Requirements) of the General Conditions and Requirements of this RFP, the following are required:

Five (5) reserved off-street parking spaces are required for the 24-hour seven-day a week exclusive use of the Ombudsman. The Ombudsman prefers these spaces be provided at no additional cost to the Ombudsman. Notwithstanding the requirements in sec. 23 (Parking Requirements) of the General Conditions and Requirements of this RFP, the Ombudsman prefers that this parking area be immediately next to the building where the proposed office space is located and have good accessibility in and out of the parking area. This requirement is in addition to any parking required to meet ADA compliance, unless the ADA designated parking is for the exclusive use of the Ombudsman.

In addition, adequate off-street public parking spaces are required for the Ombudsman's invitees to the building. These parking spaces must be provided at no additional cost to the Ombudsman. The Ombudsman prefers that this parking area be immediately next to the building where the proposed office space is located and have good accessibility in and out of the parking area. The Ombudsman may consider a parking area that is close to the

building, including, but not limited to, a parking area that is directly across the street from the building.

All parking locations must be well lit.

8. INITIAL TERM OF LEASE: Five (5) years.
9. RENEWAL: The Agency shall have the option to renew the lease for five (5) additional one (1) year periods and may exercise this option at any time during the initial term of the lease or during a renewal term of the lease. The Agency shall exercise its renewal option(s) under this section by giving the Successful Offeror written notice before the expiration of the term during which the option is exercised.
10. ADJUSTMENTS OF RENT: Adjustments in the lease rate may be made if requested in writing by the Lessor at least thirty (30) days prior to the first of July of each year beginning July 1, 2019. Request must be made annually only. Such adjustments may be made annually to reflect the changes in the Lessor's variable costs. Variable costs are defined as all operational costs other than debt service and profit and further defined for the purpose of the lease as thirty-five percent (35%) of the Base Monthly Rental Rate. The Base Monthly Rental Rate is the monthly rental rate as of the date the Ombudsman begins occupying the space. The adjusted monthly rental rate will be based on the percentage of change, between 2017 and the calendar year before the calendar year of the adjustment, in the U.S. Department of Labor Consumer Price Index for All Urban Consumers, Anchorage Area (CPI-U).

The Annual Adjusted Monthly Rental Rate will be computed as follows:

PERCENTAGE OF CHANGE IN CPI-U

{Annual average CPI-U for the calendar year preceding the year of adjustment or renewal} - {Annual average CPI-U for the calendar year 20XX} = x

$x / \text{Annual average CPI-U for the calendar year 20XX} = y\%$

ADJUSTED MONTHLY RENTAL RATE

$\{(35\% \times \text{Base Monthly Rental Rate}) \times y\% \} + \text{Base Monthly Rate} = \text{Adjusted Monthly Rental Rate.}$

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

Retroactive adjustments will not be allowed.

11. DATE OF OCCUPANCY: The premises shall be ready for the Ombudsman to begin moving the Ombudsman's furniture and equipment on or before October 15, 2018. Full occupancy by the Ombudsman is required no later than October 31, 2018. The Ombudsman can move immediately after an award is made and prefers an earlier move in date but must be no later than October 15, 2018. The Offeror must submit with their

proposal anticipated move in dates if leasehold improvements are required. Compliance with all parts of this RFP will be required prior to occupancy including a Certificate of Occupancy from an appropriate building official if the municipality requires one, a Cable Test Report, the ADA Facility Audit Report and a Certificate of Insurance.

12. LIQUIDATED DAMAGES: In the event the space is not ready for occupancy by the Lessee on October 15, 2018, the actual damages incurred by the Lessee will be difficult to assess, so the Lessor must pay the Lessee \$500.00 a day for each calendar day that occupancy is delayed beyond the October 15, 2018, occupancy date, unless a new occupancy date is mutually agreed upon by both parties.
13. VENTILATION: In addition to the mechanical system required by sec. 15(B) (Ventilation) of the General Conditions and Requirements of this RFP, the Ombudsman prefers that the leased space also have windows which open. All windows that open shall be equipped with screens.
14. PLUMBING REQUIREMENTS: In addition to the requirements in sec. 14(B) (Restrooms) of the General Conditions and Requirements of this RFP, the Successful Offeror shall provide separate restrooms for men and women. Each separate restroom shall have a minimum of two stalls.
15. ELEVATORS: If the office space offered under this RFP is on the second floor or above, it must be served by an elevator that, in addition to complying with sec. 2 (Accessibility) of the General Conditions and Requirements of this RFP, complies with the current applicable editions of the rules, regulations, and codes of the State, and the municipality. Documentation from a licensed elevator repairperson stating that the elevator is in good working order and meets all the minimum standards may be required before occupancy.

For the purpose of this section the word “elevator” means a hoisting or lowering mechanism which moves between two or more floors, **equipped with a multiple passenger car.**

Elevators are intended for the convenience and use of the Ombudsman and the general public and shall provide 24-hour access to the leased space proposed under this RFP. The Offeror must meet the requirements of this section for all leased space above the first floor.

16. BUILDING AND PARKING SECURITY: Offerors may include in their proposal what type of security, including, but not limited to, security services and devices, Offerors will provide for the proposed office space and parking area for the Ombudsman. An Offeror is not required to include security in a proposal, but a proposal that does offer security may receive a higher score under sec 51(c)(2) (Evaluation Factor) of the General Conditions and Requirements of this RFP.
17. COLORED PICTURES OF PROPOSED SPACE: Offerors are required to submit good quality colored pictures of the interior, exterior, surrounding area, and parking area of the building in Offeror’s proposal. If Offeror is proposing the construction of a new building, Offeror’s pictures must show the site of construction and the surrounding area. An Offeror may not submit a video.

18. PLANS AND SPECIFICATIONS: Notwithstanding the requirement in sec. 7 (Plans and Specifications) of the General Conditions and Requirements of this RFP the plans and specifications may be drawn to scale or, Offerors may submit a floor plan that is proportionate rather than being drawn to scale.
19. COLOR SAMPLES: In addition to the requirements of secs. 16 (Window Covering Requirements), 17 (Floor Covering Requirements), 20 (Painting Requirements), and 30 (Renovation) of the General Conditions and Requirements of this RFP, if the window coverings or floor coverings are to be replaced, or if the surfaces of the leased premises are to be repainted, the Successful Offeror shall deliver color samples for the items or the paint to the Executive Director of the Legislative Affairs Agency.
20. SUBMITTING OFFERS: One (1) copy of the PRICE OFFER FORM should be submitted in a separate sealed envelope marked PRICE OFFER FORM with the RFP number on the outside of the envelope.

Five (5) hard copies and one (1) electronic copy of the REMAINDER OF THE OFFER should be submitted in a sealed envelope or container with the RFP number on the outside of the sealed envelope or container.

GENERAL CONDITIONS AND REQUIREMENTS

1. **GENERAL:** These General Conditions and Requirements shall govern unless specifically modified by the Special Conditions and Requirements or Notice to Offerors.
2. **ACCESSIBILITY:** On the date of occupancy and throughout the entire occupancy of the Ombudsman, the offered space and any subsequent alterations to the offered space shall meet the specifications of the 2010 ADA Standards for Accessible Design per the Americans with Disabilities Act (ADA), as currently written and as they may be subsequently amended (hereafter referred to as ADA compliance).

ADA defines the Agency as a "public entity." The Successful Offeror must provide space that meets the same level of ADA compliance as if the leased space were in a newly constructed State-owned facility.

The Agency's acceptance of the Successful Offeror's space and alterations and any inspection by the Agency do not relieve the Offeror of responsibility for ADA compliance. The Successful Offeror further agrees to perform and pay the cost of any alterations needed to meet the above-prescribed ADA compliance.

If these provisions on ADA compliance conflict with another provision in these General Conditions and Requirements, this section governs.

In this sec. 2 (Accessibility), "space" includes the leased space (including, but not limited to, restrooms), common areas of the building (including, but not limited to, restrooms), reserved parking spaces, and the access to the leased space, common areas, and parking areas.

As required in sec. 11 (Date of Occupancy) of the Special Conditions and Requirements of this RFP, prior to the occupancy date, the Successful Offeror shall furnish an ADA Facility Audit Report from an architect registered to practice in the State of Alaska. The report must be prepared, at no cost to the Agency, after the completion of any new construction or any alteration of the existing space undertaken to respond to the RFP. The ADA Facility Audit Report must indicate that the offered space complies with all the requirements of the ADA compliance and this section.

3. **LEASE AGREEMENT:** The lease agreement will be prepared by the Agency and may, by reference, contain the terms and conditions of this RFP.
4. **PAYMENT OF RENT:** The Agency will pay the rent to the Successful Offeror in advance on the first day of each and every month of the term of the lease.
5. **TYPE OF BUILDING:**
 - A. The space offered shall be in a building of sound and substantial construction which meets all applicable building codes, life safety codes, ADA compliance, regulations, and standard building practices of the state and of the municipality where located, is properly protected against fire and other hazards, is provided with ventilation and does not leak. The building shall also conform to the

applicable thermal and energy standards and shall comply with OSHA safety codes. The building and the area in which it is located shall be clean and free from objectionable tenancy, odors, vermin, rodents, and other features which in the opinion of the Agency will be detrimental to Agency operation.

- B. Natural Light: The space offered for lease shall have direct natural light through windows, not skylights, in the workspace and conference areas. The Agency recognizes that building configuration may preclude windows from being available in each work space and conference area, but the predominant character of the area to be occupied by employees shall be one of good access to natural light. Any devices for controlling the natural light coming into the lease space, such as curtains, blinds, shades, or screens shall be solely under the physical control of the Agency. Basement space is not acceptable for office space or conference rooms.
6. TYPE AND ARRANGEMENT OF SPACE: Modern space with ventilation, acoustical properties appropriate for a workplace, electrical outlets, heating, lighting, floor coverings, and separate lavatory facilities for men and women, as more particularly set forth in this RFP, is required. Space is to be in the confines of one building. The exclusive right of the Ombudsman to the entire building is not mandatory. However, the building shall be so arranged as to permit the exclusive right and entry of the Ombudsman to the leased area, and the occupancy by other parties shall be restricted to those functions which will not detract from the dignity of the Ombudsman and its functions.
7. PLANS AND SPECIFICATIONS: Offerors shall provide with their proposal a floor layout plan including room number, and square footage of each room. Plans must be drawn "to scale" with leased usable space footage below 10,000 square feet to be at 1/4" scale and those over 10,000 square feet to be at 1/8" scale. All parts of the plan must be labeled, including the identity of each room, and the location of heating/cooling controls, telephone jacks, cable TV outlets, and electrical outlets. Alterations or other work planned by the Successful Offeror for the purpose of meeting proposal specifications should be clearly shown on the floor plan and explained in an attached narrative statement. If an Offeror fails to comply with this paragraph, the Agency reserves the right to disregard the proposal.
8. AS-BUILT DRAWINGS: The Successful Offeror shall provide "As-Built" drawings to reflect the leased area at time of occupancy, including all improvements and the location of all computer outlets and cabling. Drawings to be "to scale" with usable square footage at 1/8" scale. If the Successful Offeror fails to provide the "As-Built" drawings within 30 calendar days from date of occupancy of each phase, the Agency shall have the right to secure "As-Built" drawings prepared by an Alaska licensed and registered Architect or Engineer and to deduct the costs incurred, including administrative costs, from the lease payments.
9. NET USABLE SPACE: The net usable space of an office shall be computed measuring to the finished surface of the office side of a common area corridor and other permanent walls, to the center of partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. No deductions shall be made for columns and projections necessary to the building.

The Ombudsman shall have full access to and use of all common areas of the building including, but not limited to, the restrooms, elevators, lobbies, and stairwells.

10. DELIVERY AND CONDITION OF PREMISES: The space shall be delivered ready for occupancy on the date shown in sec. 11 (Date of Occupancy) of the Special Conditions and Requirements of this RFP. Being "ready for occupancy" includes, but is not limited to, receiving an acceptable Cable Test Report, receiving an acceptable ADA Facility Audit Affidavit, having all mechanical facilities, all equipment, and all fixtures in good operating condition. The Ombudsman reserves the right to determine when the space is ready for occupancy.
11. NOISE: A location having a low level of external noise is desired.
12. UTILITIES AND SERVICES: The Successful Offeror will provide at no additional cost beyond the rental payments all utilities, including heat, electricity, sewage, potable water, and trash removal from the premises, and janitorial services, except that the Ombudsman will pay its own telecommunication utility bills.
13. ELECTRICAL REQUIREMENTS:
 - A. ELECTRICAL WIRING STANDARDS: All electrical work performed and electrical systems shall comply with the current applicable editions of:
 1. the National Electrical Code of National Board of Fire Underwriters;
 2. the rules, regulations, and codes of the State, and the applicable municipality;
 3. the standardized rules of the National Electrical Manufacturer's Association.

The above minimum requirements shall not preclude the use of higher-grade materials or better workmanship.

- B. POWER DISTRIBUTION: The power distribution system serving the leased space shall include distribution equipment to provide 120-volt single phase and 208-volt or 240-volt single-phase power. Receptacle loads, branch circuits, panel boards, and feeder loads shall be less than 50% of the associated circuit breaker rating. Loads shall be calculated in accordance with the National Electric Code. All panel boards shall have a minimum of 25% vacant space for future expansion.
- C. LIGHTING: Lighting fixtures shall be provided that meet the National Energy Policy Act and produce well-diffused illumination that meets the IESNA Illuminance Values mid-range weight factors unless otherwise specified in other sections. Sample values are as follows:

Office-medium contrast	75 FC
Lobby, restroom, & similar	30 FC
Parking lots	3 FC

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

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

- D. SWITCHING: Individual switching shall be provided for each room or area. Switches shall be located inside the lighted space, adjacent to the entry, accessible with doors open or closed. In lieu of or in addition to the previous sentence, lighting may be controlled by a building control system. Motion detectors are acceptable in lieu of switches for all spaces except open offices. Provide three-way or four-way switching, as appropriate, in corridors and large rooms with more than one entry.

- E. ELECTRICAL OUTLETS: Unless otherwise specified, office and similar type workspace shall be provided with not less than one duplex outlet every 8 linear feet of wall space and connected to the standard electrical system.

In bathrooms provide a minimum of one duplex receptacle (with ground fault protection) above the counter, adjacent to sink or mirror, and a minimum of one general use receptacle.

- F. DOCUMENTATION: The Successful Offeror shall post a floor plan at each circuit breaker panel with labeling to correspond to individual circuit breaker labels, and keep the posted floor plan up to date.

14. PLUMBING REQUIREMENTS:

- A. DRINKING WATER: Water suitable for drinking purposes shall be provided through drinking fountains or water coolers located at a central location in the main hallways on each floor. If water coolers are provided, the bottled water and disposable paper cups shall be supplied by the Successful Offeror at no additional cost to the Ombudsman.

- B. RESTROOMS: The Successful Offeror shall provide separate toilet and lavatory facilities for men and women in compliance with all applicable codes and the state's safety regulations. Each toilet room shall have single entrance doors, with automatic door closers or other approved entrance arrangement. They shall be equipped or provided with stall partitions with doors. They shall also be provided with adequate mirrors, soap, tissue and paper towel dispensers, sanitary napkin dispensers in the women's restrooms, deodorizers, sanitary tissue seat cover dispensers, and ventilation. Each restroom shall have hot and cold running water. Public restrooms shall not be located within the Ombudsman's leased space. Access to the public restrooms may not be through the Ombudsman's leased space.

15. HEATING, COOLING AND VENTILATION REQUIREMENTS:

- A. HEATING AND COOLING: Facilities shall be provided to maintain a temperature in all the offices and similar type space uniformly within 68 degrees F

to 72 degrees F range. The temperature to be maintained in this zone is the area two (2) feet above the floor to a height of five (5) feet above the floor.

If the temperature is not maintained within the 68 degrees F to 72 degrees F range, as required by the previous paragraph, for a period of more than one (1) working day, the Successful Offeror shall, upon receipt of a written complaint from the Ombudsman, provide suitable temporary auxiliary heating or cooling equipment, as appropriate, to maintain the temperature in the specified range. If such temporary auxiliary equipment is necessary to meet normal weather contingencies for more than 21 consecutive working days, the Successful Offeror shall not later than the 21st working day initiate a continuing and diligently applied effort to rectify the deficiency causing the failure in order to uniformly maintain the temperature range required. If after 42 consecutive working days the temporary auxiliary equipment is still necessary to meet normal weather contingencies, the Ombudsman shall be free to hold the Successful Offeror in default, it being considered that the Ombudsman has proffered a reasonable amount of time for the Successful Offeror to effect suitable modification or repair to the building in order to maintain the specified temperature range without resort to temporary auxiliary devices. "Working days" for the purpose of this section shall be defined as days normally scheduled by the Ombudsman as open for the conduct of its normal operations.

- B. VENTILATION: All occupied areas of the building shall be provided with at least the minimum amount of outside (ventilation) air prescribed by ASHRAE Standard 62-99: "Ventilation for Acceptable Indoor Air Quality". This ventilation air shall be introduced by mechanical means. Provide a minimum of six air changes per hour in occupied spaces. Exhaust air systems serving toilet rooms and janitor's closets shall be sized to provide a minimum of 10 air changes per hour. Additional ventilation may be provided by windows that open.
 - C. Documentation from a licensed mechanical engineer or HVAC installer certifying that minimum standards are met may be required before occupancy.
16. WINDOW COVERING REQUIREMENTS: All outside windows that provide visibility into the lease space from any areas outside of the leased space or outside of the building, including, but not limited to, common area corridors or other building occupants' leased space or operating areas, shall be equipped with Ombudsman approved drapes, blinds, shades, or other material ready for use with all necessary hardware. Operation of window coverings and hardware shall be accessible to the Ombudsman. Window coverings shall reduce glare and have an openness factor no greater than 5%. Window covering shall be of good quality and appearance matching the decor of the space and shall adequately reduce incoming heat and light to a comfortable level. The Ombudsman reserves the right to (a) select the color of the window coverings, if new window coverings are to be installed; or (b) determine whether existing window coverings are satisfactory, if the Successful Offeror wants to use existing window coverings.
17. FLOOR COVERING REQUIREMENTS: All floors shall be covered with carpet except for the floors in the kitchen areas, storage rooms, and public and employee restrooms, which shall be resilient flooring or ceramic tile.

right to (a) select the colors for areas to be newly painted; or (b) determine whether existing painted surfaces are satisfactory, if the Successful Offeror wants to use the existing painted surfaces without painting them for the lease.

21. DOOR HARDWARE REQUIREMENTS: All doors shall be equipped with all necessary hardware. Cylinder locks and door checks shall be furnished and installed on all doors which open into public corridors or space otherwise accessible to other than those to be employed in the space desired. All locks shall be master-keyed and duplicate individual keys shall be supplied as required. Outside door keys shall be supplied as required.
22. VOICE AND DATA REQUIREMENTS:

Equipment Racks: The Successful Offeror shall furnish and install all equipment racks and provide appropriate testing described in this section. All equipment racks utilized for this project shall either be a seven (7) foot high EIA aluminum floor mounted racks that are pre-drilled and tapped in accordance with the standard patterns required for the equipment used for this project or, a 25U wall mount rack, with a bracket that allows it to swing open to access the rear of the equipment. The racks shall be 19" wide. The racks shall be securely fastened to the floor or wall by means of lag bolts or expansion anchors. Floor mounted 19" racks shall be attached to the wall using a cable runway. The cable runway shall be attached to the top of the rack by using a J-bolt kit. The cable runway shall be attached to the wall using a wall angle support kit as required.

Plug Strips: The Successful Offeror shall furnish and install all cabling and provide appropriate testing described in this section. Each rack shall be equipped with a single plug strip. The plug strips shall be equipped with six (6), 120-volt receptacles on the rear of the plug strip. The front of the plug strip must be equipped with a master switch with a pilot light. The plug strip must be equipped with a 6' cord and must be mountable to a 19" rack.

Grounding: A #2 copper grounding conductor shall be run from the rack-mounted ground bar to the nearest available ground source available on the premises. The grounding point shall be one of the grounding electrodes listed in Article 250-81H of the National Electric Code. The conductors shall be solid copper, the color code shall be #2.

UTP Data/Voice Cabling: All unshielded twisted pair data/voice cabling installed under this contract shall be new *Category 5e*, 4 pair, 24 AWG, extended distance LAN cable. The specification of the cable used by the contractor shall be equal to or better than Belden *Datatwisttm 350*. The cable shall be CL2 or CL2P as required by the National Electrical Code. The conductors shall be solid copper, the color code shall be #2.

Indoor plant cabling shall also meet or exceed mechanical and environmental characteristics as specified in ANSI/ICEA S-83-596 (Standard for Premise Distribution Cable). Outside plant cabling, if required, shall be listed and accepted by the USDA RUS as compliant with 7 CFR 1755.900.

The Agency endorses the Siemon Guidelines to Industry Standards as it relates to DATA/VOICE CABLING. As such, this document is available on the following Website: <http://blog.siemon.com/standards/>.

Wiring Methods: All cabling shall be run continuous from the specified data/voice jacks at the peripheral (drop) end to the specified patch panel. In accordance with the

ANSI/TIA/EIA-568-A-5 standard, no UTP run shall exceed ninety (90) meters in length from the specified jack on the peripheral end to the specified patch panel. A minimum of five (5) feet of slack shall be left **loosely wound** (one (1) to (2) feet in diameter) above each specified data/voice jack to facilitate future termination changes.

All cables shall be supported in accordance with EIA/TIA 569 at intervals not exceeding four (4) feet in length using approved devices. *Extreme* care shall be taken to ensure that the jacket of the cable is not compressed, kinked, or otherwise deformed in any way. The bending radius of the cable shall not be exceeded. The cable shall not be supported by air handling ducts or any structures not intended or listed for the support of the data/voice cables. At any point where the cable changes direction, care shall be taken to allow additional slack in the cable so that it will not rub or bind on the corner supports.

The jacket of the cable shall be maintained to a point within one (1) inch of the specified data/voice jack to minimize cross talk. The twists on the individual pairs shall be maintained all of the way to the contacts of the specified data/voice jack or specified patch panel termination points. All cables attaching to the individual specified data/voice jacks at the peripheral end of the data/voice cables shall be tie wrapped together in a neat and workmanlike manner to provide additional strain relief to the cables.

The data/voice horizontal cabling will be terminated in a common patch panel assembly and the end node termination for both will be a standard RJ45 receptacle assembly.

A telephone patch panel will be installed in the equipment rack. It will be of sufficient size to accommodate the expected number of phones to be installed (plus 25% growth). A tie cable of sufficient size will be installed between the equipment rack telephone patch panel and the telephone distribution frame. Each pair of the tie cable will terminate in order on the telephone patch panel. The tie cable will be, at minimum, category 5e, 24 AWG; twisted pair copper conductors and will be plenum rated if required by code.

Patch cords will be provided to connect the telephone patch panel to the horizontal wiring patch panel. The patch cords will be of a uniform length sufficient to reach any jack of the common patch panel. Enough patch cords will be supplied to accommodate the expected number of phones to be installed (plus 25% extra). The patch cords for voice will be of a different color than the patch cords for data (white is suggested for voice). Patch cords will meet 5e EIA/TIA 568-A-5 standards. Rack mount cable management hardware will be provided by the Offeror to accommodate neat and workman-like installation of patch cords.

All cables shall be run perpendicular or parallel to the buildings architectural lines. The neatness of this installation shall be considered just as important as any other item in the specification and shall be subject to the approval of the Agency. Any cables that are not neatly installed shall be removed and replaced at no additional cost to the Agency.

All cabling shall be concealed wherever possible in "drop" ceilings, fished in walls, or routed through existing raceways. Where surface wiring methods are required, all cabling shall be installed within category 5e compliant wire molding.

All cable cuttings, insulation, and other excess shall be cleaned up and disposed of in an approved garbage container.

The contractor shall coordinate the final locations of all penetrations, jacks, conduit, wire mold, patch panels, equipment racks, etc., with the site contact prior to installation.

In multi-story buildings, the Agency will require optical fiber cabling meeting 568-B.3 specifications. One of two cable types will be adhered to in backbone and horizontal sub-systems:

Backbone – 50/125um or 62.5/125um multi-mode or single-mode

Horizontal – 50/125um or 62.5/125um multi-mode (two fibers per outlet)

All optical fiber components and installation practices shall meet applicable building and safety codes.

Connector designs shall meet the requirements of the corresponding TIA FOCIS documents. The telecommunications outlet/connector box shall have: Cable management means to assure a minimum bend radius of 25mm (1.00 in) and shall have slack storage capability. Provisions for terminating and housing a minimum of two optical fibers. Testing is required to assure correct polarity and acceptable link performance. Clause II of 568-B.1 provides recommended optical link performance testing criteria. Small Form Factor (SFF) design, if used, shall satisfy the requirements specified in Annex A of the 568-B.3 standard. A TIA Fiber Optic Connect Intermateability Standard (FOCIS) shall describe each SFF design.

EMI and RFI Interference: All cables shall be routed in such a way as to minimize EMI and RFI interference. EIA/TIA recommendations shall be the minimum standard. Wherever possible, cables shall be routed in such a way as to maintain the following minimum distances from noise producing devices. Wherever practical, these distances shall be doubled:

MINIMUM SEPARATION OF TELECOMMUNICATIONS PATHWAYS FROM 480 VOLT OR LESS POWER LINES			
CONDITION	<2 kVA	2-5 kVA	>5 kVA
Unshielded power lines or electrical equipment in proximity to telecommunications open or nonmetal pathways	5 in.	12 in.	24 in.
Unshielded power lines or electrical equipment in proximity to telecommunications grounded metal conduit pathways	2.5 in.	6 in.	12 in.
Power lines enclosed in a grounded metal conduit (or equivalent shielding) in proximity to a telecommunications grounded metal conduit pathway.	N/A	3 in.	6 in.
Power lines enclosed in a grounded metal conduit (or equivalent shielding) in proximity to a telecommunications open or nonmetal pathways	2.5 in	6 in.	12 in.
Mechanical ductwork, metal floors and other metallic planes to a telecommunications open or nonmetal pathways	2 in.	N/A	N/A

Mechanical ductwork, metal floors and other metallic planes to telecommunications grounded metal conduit pathways	0 in.	N/A	N/A
Fluorescent or HID lighting fixtures to open or nonmetallic pathways	5 in.	5 in.	5 in.

Good engineering and installation practices such as avoiding main electrical rooms, x-ray equipment, transformer vaults, and other high noise producing items will help assure a trouble free data/voice network cabling system. Wherever possible, the distances listed above should be doubled.

Connectors: All connectors shall be *5e, EIA/TIA 568-A-5, TSB95* compliant, and tested to 5e specifications. All data/voice jacks and the front of the patch panels shall be equipped with RJ-45 Category 5e modular jacks and *tested to 5e EIA/TIA 568-A-5, TSB95 standards*. Fiber Optic connectors shall be multi-mode ST, ceramic with strain relief housings, tested to 100+Mhz. All fiber optic connectors at the front of the patch panels shall be equipped with ST type connectors.

Documentation: All installed cables, jacks, and connectors will be clearly labeled and documented to identify each LAN/phone connection. Each jack in each wall plate shall have a unique identifier that matches identifiers at the patch panel. Wall mounted jacks shall utilize a neat, long lasting computer-generated stick on label such as those printed on the Brady XC plus printer system. Computer generated tags shall be installed on all of the cables serving the data/voice drops listed above in order to provide ready identification of all cables in the event that the surface markings are lost or mutilated.

As Builts: The Offeror shall supply to the Agency a clean set of floor plans that will be used for as-built record drawings. The Offeror shall update the floor plans at the facility to provide an as built of the entire installation showing all termination's, routing, and numbering scheme selected and installed under this contract. Once the floor plans have been updated by the Successful Offeror, the Successful Offeror will supply to the Agency a clean set of the as-built record drawings showing all termination's, routing, and numbering scheme selected and installed.

Standards, Licensing, and Qualifications: All wiring shall comply with the latest editions of the National Electrical Code, IEEE EIA/TIA 568, 568-A-5, 569, 606, TSB36, TSB40 and TSB95 standards, ANSI/ICEA S-83-596 or USDA RUS 7 CFR 1755.900. All workers employed for this project shall be trained in the installation of this type of data/voice wiring, holding valid Alaska certificates of fitness as well as any specialty certifications. If employed, a contractor shall hold all current licenses required by the State of Alaska for this type of work (Specialty Contractors with Electrical and Communications Endorsements).

Patching and Repair of Existing Finishes: The Successful Offeror shall be responsible for patching and repair of walls to match existing finishes unless specifically excluded by another provision of this RFP.

Acceptance: All data/voice cables will be tested to ANSI/TIA-568-A-5, ANSI/TIA/EIA-TSB-67 and TSB-95 category 5e standards using a certified Level II-E field test device that is pre-approved by the contract administrator. **A printed copy of the test results**

titled with the cable run identification shall be turned over to the Contracting Officer prior to final acceptance of the space.

23. PARKING REQUIREMENTS: Reserved off-street parking shall be in the immediate area of the building, shall be of sufficient size to allow proper and easy parking, and shall have a hard and well-drained surface. The area shall be marked "Reserved" to identify the private parking nature of the area, and each space reserved by the Ombudsman shall be marked to provide for proper parking and to otherwise identify each space as private parking.

Parking spaces, including but not limited to the size of the parking spaces, must comply with the current local municipal code, as it relates to off-street parking, of the city in which the offered office space is located. In the absence of a local municipal code that governs the size and other aspects of off-street parking, the local municipal code of the Municipality of Anchorage shall apply.

24. FIRE PREVENTION: The Successful Offeror shall maintain the premises in keeping with good fire prevention practices. The Ombudsman reserves the right at reasonable times to enter and make fire prevention and fire protection inspections of the building and space occupied.

25. HAZARDS: The Successful Offeror shall maintain the building free of structural or mechanical hazards.

26. JANITORIAL SERVICES: The Successful Offeror shall be responsible for janitorial services as outlined below for the entire premises, common areas, and private parking areas. Janitorial services must be performed by competent employees of the Successful Offeror or by a competent janitorial company. The Successful Offeror must provide the Agency with the names of all individuals who will be performing these janitorial services on the Questionnaire. The Successful Offeror must give the janitorial employees or company a copy of the actual janitorial duties that are stated in the lease. The Successful Offeror must notify the Agency of all janitorial employee or company changes relating to who will be performing the janitorial services. When the janitorial work is being performed, a person not performing the janitorial work may not enter or remain on the leased premises, except as otherwise authorized by the Agency.

Janitorial services shall be performed after office hours unless otherwise specified or as conveniently as possible to the occupying entities. The premises generally are occupied Monday through Friday except State holidays. In the event that various areas are occupied at times other than specified herein, the janitorial services shall be performed at other times as convenient. The janitorial services shall include the following:

A. DAILY SERVICES:

1. Empty wastebaskets. Collect all wastepaper and trash and dispose of it away from the premises.
2. Sweep halls and floors in the interior of the building. Tile floors are to be swept with a yarn broom or a dust mop treated with polyethylene glycol or similar non-injurious material. (If lobby area is tiled, sec. (B)(1) shall become a daily service.)

3. Vacuum all carpets in offices, conference rooms, workstations, hallways, aisles used for circulation within the premises, common areas, entryways, elevator lobbies, and corridors.
4. Dust all visible surfaces of furniture, fixtures, and equipment to a height of six (6) feet.
5. Mop or scrub toilet room floors, wash all plumbing fixtures with warm water and soap. Disinfect urinals and water closets. Damp wipe all dispensers, tiled portions of toilet room walls, and stall partitions.
6. Provide and maintain adequate supplies of toilet paper, seat covers, deodorizers, sanitary napkins, towels, and soap in toilet rooms. These supplies are to be of standard or better quality and are to be furnished by the Successful Offeror. The Successful Offeror shall also provide a closed disposal container for waste sanitary napkins.
7. Clean and disinfect any drinking fountains.
8. Collect and remove all trash and other discarded materials on sidewalks and perform other necessary tasks to keep sidewalks clean and passable.
9. At the end of each workday, the janitorial supervisor must inspect the entire building to ensure that all work is complete and that all necessary doors are locked.

B. WEEKLY SERVICES:

1. Damp mop all waxed floors and machine buff to remove traffic marks and restore luster of wax.
2. Remove all fingermarks and smudges from walls, woodwork, and glass surfaces.

C. MONTHLY SERVICES: Vacuum fabric furniture.

D. EVERY SIX MONTHS SERVICES:

1. Dust or vacuum window coverings such as blinds, etc., as may be the case, overhead pipes, ventilation vents, or molding, etc., that must be reached by ladder.
2. Dust or wash light fixtures as appropriate for greatest light efficiency.
3. Wash windows and glass wind deflectors inside and out leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloth as required to protect adjacent surfaces, fixtures, and furniture. Wash windows at equal intervals of time, weather and conditions permitting.
4. Wash all wastebaskets.

5. Wash walls in public halls and stairwells where wall covering permits. Wash pipes and rails in stairwells. Clean and wax all paneling.
6. Shampoo carpets in high traffic areas of the premises.

E. AS REQUIRED:

1. Replace burned out lamps (lamps shall be furnished by the Successful Offeror).
2. Remove snow and ice from sidewalks, entrances, outside storage areas and other areas as applicable to an extent which will render the areas safe to pedestrian traffic and automobile operation.
3. Shampoo ALL carpeted areas of the premises.
4. Remove spots and stains from carpets, tile, and linoleum. Remove all foreign matter (gum, smudges, etc.) from floors, handrails and furniture.
5. Remove all wax from all floors by mopping or scrubbing with a synthetic detergent or wax remover, rinse thoroughly, and apply good skid resistant wax of a type recommended by floor tile manufacturers. When wax is dry, machine buff to smooth sheen.
6. Clean or replace all entry rugs. Rugs are to be furnished by the Successful Offeror at each building entrance and must be of sufficient size to preclude the tracking of dirt and mud into the building.

27. COMPLIANCE WITH LAWS:

- A. In addition to the other requirements in this Request for Proposals, all improvements, construction, structures, parking areas, and building appurtenances shall conform to all applicable state, Federal, and local laws, ordinances, codes and regulations pertaining to them. In the absence of local or state regulations, national codes shall apply. Minimum requirements established in this paragraph shall not be construed as lowering the standard established by local regulations and when local regulations and codes contain more stringent provisions, they shall govern. The Successful Offeror shall be responsible for obtaining all required permits. All space offered in response to this proposal must comply with Federal and state law related to occupational health and safety regulations. The Successful Offeror will be responsible for the accomplishment and cost of any building alterations necessary to comply with these requirements.
- B. The Successful Offeror must comply with all applicable federal and state labor, wage/hour, safety and other laws which have a bearing on the lease, and must have all licenses and permits required by the State and/or municipality for performance of the lease covered by this Request for Proposals.

28. MAINTENANCE AND REPAIR: The Successful Offeror shall at all times maintain the premises and common areas in a safe condition and in a good state of general repair,

maintenance, and tenantable condition, including, but not limited to, the exterior, the interior, structural areas, non-structural areas, the roof, and the heating, electrical, ventilation, plumbing, sanitary facilities, and any elevator or escalator facilities. The Successful Offeror shall keep the roof free from leaks. The Successful Offeror shall keep the common areas in a clean condition. The Successful Offeror shall keep the building and the areas immediately surrounding and belonging to the building free from objectionable tenancy, odors, vermin, rodents, and other features that will in the opinion of the Agency be detrimental to Agency's operation.

29. SIGNS: The Successful Offeror shall provide and erect/affix adequate signage to identify the Ombudsman's presence and to easily direct the public to the Ombudsman's space. Signs shall be provided and erected, at no cost to the Ombudsman, as follows: in all buildings, entrances or common lobbies, hallways and elevators, and on all doors or walls at entrances to the Ombudsman's leased space.

The Ombudsman reserves the right to erect or affix additional door or wall signs, at the Ombudsman's cost, within its leased space to further identify room names and/or numbers. The size and character of the signs shall be at the Ombudsman's discretion and shall not unreasonably detract from the aesthetics of the building.

30. RENOVATION: At least every five (5) years of occupancy or at the reasonable request of the Agency, the Successful Offeror shall renovate the space covered in this RFP by refinishing all damaged or worn walls, ceilings, floors, or built-in features or replacing damaged or worn wall, floor, or window coverings or paint. For any renovation, the Agency reserves the right to make on-site inspections and to determine if and when the renovation is complete and satisfactory. The Ombudsman reserves the right to select the color(s) of the floor covering, if a new floor covering is to be installed, window coverings, if new window coverings are to be installed, and paint for areas to be newly painted.

31. WAGE-RELATED REQUIREMENTS: If construction, alteration, repair, renovation, or redecorating work exceeding \$25,000 is required in order for the premises to be ready for occupancy or while the Ombudsman is occupying the premises, the Successful Offeror is advised that the work will be considered by the Ombudsman to be subject to the minimum wage and other requirements of AS 36.05.005 – 36.05.900; the current minimum wages for various classes of labors, mechanics, and field surveyors (as these terms are defined in AS 36.95.010), and the rate of wages paid during the lease must be adjusted to the wage rate indicated under AS 36.05.010; the Successful Offeror and Successful Offeror's contractors and subcontractors must pay all employees unconditionally and not less than once a week; the scale of wages must be posted in a prominent and easily accessible place at the site of the work; the Ombudsman shall withhold as much of its payments under the lease as necessary to pay to laborers, mechanics, and field surveyors employed by the Successful Offeror or the Successful Offeror's contractors and subcontractors the difference between (A) the rates of wages required by the lease to be paid laborers, mechanics, or field surveyors on the work, and (B) the rates of wages in fact received by the laborers, mechanics, or field surveyors that are less than the required wages; the Successful Offeror is encouraged to review the attached Exhibit A and to contact the Wage and Hour Administration of the Department of Labor and Workforce Development for more information and additional requirements.

If it is found that a laborer, mechanic, or field surveyor employed by the Successful Offeror or the Successful Offeror's contractor has been or is being paid a rate of wages

less than the rate of wages required by the lease to be paid, the Ombudsman may, by written notice to the Successful Offeror, terminate the Successful Offeror's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Successful Offeror and the Successful Offeror's sureties are liable to the Ombudsman for excess costs for completing the work.

An Offeror may want to consider the above paragraph when calculating the proposed Leasehold Improvement Cost for the proposal. The Department of Labor and Workforce Development – laborers' and mechanics' minimum rates of pay can be found at the following website: <http://labor.alaska.gov/lss/forms/pamp600-090117.pdf>.

32. INGRESS, EGRESS, AND SECURITY: All space shall be available on a 24-hour day, seven days a week basis to the Ombudsman and its invitees. The Ombudsman shall have full access to and use of all common areas of the building including, but not limited to, elevators, lobbies, stairwells, and restrooms. The cost of any security, including, but not limited to, security services and devices used by the Offeror shall be paid for by the Successful Offeror at no cost to the Ombudsman.
33. ACCESS BY OFFEROR: The Successful Offeror and its agents will have the right to enter the premises at any time during business hours and after reasonable notice to the Ombudsman (in case of emergency, at any time and without notice) to examine and make the repairs, alterations, improvements, or additions that the Successful Offeror determines to be necessary or desirable, or to show the premises to actual or potential lessees, purchasers, workers, or contractors. If the Ombudsman is not personally present to permit entry and an entry is necessary to make repairs, Successful Offeror may enter the same by master key (or force if an emergency) without rendering the Successful Offeror liable for the actual entry. The Successful Offeror may not enter the premises for other reasons without the permission of the Ombudsman. Nothing contained in this section shall be construed to impose on the Offeror a duty of repair of the building except as provided for elsewhere in the lease.
34. USE OF PREMISES: The Ombudsman will use the premises only for an office and related purposes and in a careful and proper manner. The Ombudsman will not use or permit all or part of the premises to be used for another purpose without the prior written consent of the Successful Offeror, which shall not be unreasonably withheld. The Ombudsman will not use or occupy the premises or permit them to be used or occupied for a purpose or business considered extra-hazardous on account of fire or other hazard or in a manner which violates federal, state, or local laws or regulations.
35. QUIET ENJOYMENT: If the Ombudsman pays the rent as provided by the lease and keeps, observes, and performs all of the other covenants of the lease by it to be kept, performed and observed, the Ombudsman shall and may peaceably and quietly have, hold, and enjoy the premises for the term of such lease.
36. OMBUDSMAN ALTERATIONS: Except as otherwise provided in sec. 40 (Remedies on Default) of this General Conditions and Requirements of this RFP, the Ombudsman may not make, or allow to be made, alterations of the premises without the written consent of the Successful Offeror, which shall not be unreasonably withheld, and alterations shall be

performed in a professional and skilled manner. The Ombudsman will not allow or permit a lien or other encumbrance to be placed against the premises.

37. OMBUDSMAN-INSTALLED ITEMS: All fixtures and/or equipment of whatsoever nature that are installed in the premises by the Ombudsman, whether permanently affixed or otherwise, shall continue to be the property of the Ombudsman and may be removed by the Ombudsman at any time, provided however, the Ombudsman shall, at its own expense, repair any injury to the premises resulting from such removal.
38. RESTORATION LIABILITIES: The Ombudsman agrees to leave the premises at the expiration or termination of this lease in as good a condition as when first occupied, except for reasonable wear and tear and loss or damage caused by fire, explosions, earthquakes, acts of God or war, or other casualty. At the termination of the lease, the Ombudsman is not required to restore the premises to their condition before the Successful Offeror made the improvements required under this RFP or under the lease.
39. UNTENANTABILITY: During the term of the lease, if the premises or any part is rendered untenable by public authority, or by fire, the elements, or other casualty, a proportionate part of the rent according to the extent of such untenability shall be abated and suspended until the premises are again made tenantable and restored to their former condition by the Successful Offeror; and if the premises or a substantial part of the premises is rendered untenable by the public authority or casualty and remain untenable for a period of thirty (30) days, the Agency may, at its option, terminate the lease issued as a result of the Request for Proposals by written notice to the Successful Offeror. The Agency's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy. This 30-day period shall not be so restrictively construed that the Agency is bound to remain in the leased facility if the Agency's business cannot be safely executed. If warranted due to unsafe conditions, the Agency is free to move elsewhere. If the premises are made tenantable again within this 30-day period, the Agency will return to the facility for occupancy. The Agency may also choose to recover any excess costs, over the abated lease payments, occasioned by relocation due to untenability.
40. REMEDIES ON DEFAULT: If the Agency shall at any time be in default in the payment of rent, or in the performance of any of the terms of the lease issued as a result of this Request for Proposals and shall fail to remedy such default within sixty (60) days after written notice of the default from the Successful Offeror, the Successful Offeror may retake possession of the premises by an unlawful detainer action or other lawful means, and the lease will terminate, without prejudice, however, to the right of the Successful Offeror to recover from the Agency all rent due up to the time of such entry. In case of any default and entry by the Successful Offeror, the Successful Offeror shall re-let the premises for the remainder of the term for the highest rent obtainable and may recover from the Agency any deficiency between the amount obtained by reletting and the rent specified by the lease.

If the Successful Offeror is, at any time, in default in the performance of any of the terms or obligations of the Successful Offeror under this lease, the Agency may fix the problem involved and deduct the cost, including, but not limited to, administrative costs, from the rent, if the Successful Offeror fails to fix the problem within a reasonable time (or promptly, if a building hazard is involved) after Agency notifies the Successful Offeror in writing of the default. If the Agency chooses not to fix the problem or cannot fix the

problem, the Agency may deduct from the rent the Agency's damages, which are to be determined by the Agency's Contracting Officer; when deducting damages under this sentence, "damages" means either (1) the costs (including, but not limited to, administrative costs) of alleviating or adjusting to the problem, or (2) the diminution of the value of the lease to the Agency caused by the Successful Offeror's default. Instead of pursuing the other remedies provided by this paragraph, if the Successful Offeror fails to correct a default within a reasonable time (or promptly, if a building hazard is involved) after receiving written notification of the default from the Agency, the Agency may terminate the lease by giving ten (10) days written notice of the termination to the Successful Offeror and may recover damages from the Successful Offeror. This paragraph does not apply to a situation covered by sec. 39 (Untenantability) or to the termination allowed under sec. 31 (Wage-Related Requirements).

41. INDEMNIFICATION: The Successful Offeror shall indemnify, save harmless, and defend the Agency and the Office of the Ombudsman, and the Agency's and Office of the Ombudsman's officers, agents, and employees from liability of any nature or kind, including, but not limited to, costs, attorney fees, and expenses, for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or property as a result of any error, omission, or negligence of the Successful Offeror that occurs on or about the leased premises or that relates to the Successful Offeror's performance of its lease obligations.
42. INSURANCE: Without limiting Successful Offeror's indemnification responsibilities under sec. 41 (Indemnification) of this General Conditions and Requirements of this RFP, it is agreed that the Successful Offeror shall purchase at its own expense and maintain in force at all times during the contract the following insurance:
 - A. Workers' compensation insurance as required by AS 23.30.045(d) for all employees engaged in work under the contract and as required by any other applicable law; the Successful Offeror will be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract; this coverage must include a waiver of subrogation against the State of Alaska;
 - B. Comprehensive general liability insurance covering all business premises of, and operations by or on behalf of, the Successful Offeror in the performance of the contract, including, but not limited to, blanket contractual coverage, products coverage, premises and operations coverage, independent contractors coverage, broad form property damage endorsement, and personal injury endorsement; the policy must have minimum coverage limits of \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable; unless waived by the Agency, the insurance policy shall name the Agency as an additional insured;
 - C. Commercial automobile liability insurance covering all vehicles used by the Successful Offeror or any subcontractor who directly or indirectly provides services under this contract in the performance of the contract, with minimum coverage limits of \$500,000 combined single limit per occurrence;

The Successful Offeror must have the policy for the insurance listed in A. – C. above in effect when the Ombudsman begins occupying the premises and the Successful Offeror

shall submit to the Agency on the first day of occupancy a certificate of insurance for the insurance identified in A. – C. above as required in sec. 11 (Date of Occupancy) of the Special Conditions and Requirements of this RFP. Each of the required insurance policies must provide for the Agency to receive a thirty (30) day prior notice of any cancellation. Where specific limits are shown above, it is understood that they are the minimum acceptable limits. If a policy contains higher limits, the Agency will be entitled to coverage to the extent of the higher limits. All insurance policies must comply with, and be issued by, insurers licensed to transact the business of insurance in Alaska or in another state.

A Successful Offeror who is an entity without employees may satisfy the workers' compensation requirements of this sec. 42 (Insurance) by submitting a signed letter stating that the Successful Offeror is an entity without employees and that if at any time during the term of the Lease, including any renewals, one or more employees are hired, the Successful Offeror will purchase at its own expense and maintain in force at all times workers' compensation insurance for the employee or employees and submit proof of the workers' compensation insurance to the Lessee.

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

In addition to providing the above coverages, the Successful Offeror shall require that all indemnities obtained from any Subcontractors be extended to include the Agency as an additional named indemnitee. The Successful Offeror shall further require that the Agency be named as an additional insured on all liability insurance policies maintained by all Subcontractors under their contracts with the Successful Offeror, and that an appropriate waiver of subrogation in favor of the Agency be obtained with respect to all other insurance policies.

The Successful Offeror shall provide evidence of continuous coverage by submitting, without reminder, a renewal certificate for the required insurance annually to the Agency for the life of the lease.

43. FORCE MAJEURE: The Successful Offeror is not liable for the consequences of any delay or failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Successful Offeror. For the purposes of this section, "Force Majeure" means: war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; or strikes.
44. HOLDING OVER: At the Agency's sole discretion, prior to the lease expiration, the Agency may provide a thirty (30) day written notice to the Successful Offeror informing the Successful Offeror the Lease will be in holdover status for a period up to six months at the same monthly lease rate. At the Agency's sole discretion, the Agency may continue the tenancy after the initial six (6) month period but the monthly lease rate shall be at current market rate and the additional period may not exceed six (6) months. After a combined holdover period of one year, tenancy shall be construed to be a month-to-month tenancy at the current market rate. All other terms and conditions specified by the Lease will remain the same. If the Agency remains in the premises after the end of the Lease and

has not provided the written notice described in this sec. 44 (Holding Over), the holdover will be considered a month-to-month tenancy on the same terms and conditions of the Lease that ended.

45. TIME: Time is of the essence.
46. ASSIGNMENT OR TRANSFER: Assignment or other transfer of the lease entered into as a result of this RFP is subject to sec. 160 of the Procurement Procedures of the Alaska State Legislature.
47. BINDING ON SUCCESSORS: Subject to sec. 46 (Assignment or Transfer) of this General Conditions and Requirements of this RFP, the Lease issued as a result of this RFP and all the covenants, provisions, and conditions contained in the lease shall inure to the benefit of and be binding upon the successors and assigns of the Successful Offeror and the Agency.
48. CHANGES: Changes in the space, whether the changes are proposed by the Successful Offeror or by the Agency, after acceptance of the offer, must be mutually agreed upon by both parties in writing before such changes are actually accomplished.
49. FINANCING: Proposals offering space by construction of a new building must be fully supported by evidence that adequate financing is available to deliver the premises as specified in this RFP (i.e., conditional financing commitment or bank letter of credit, etc.) This proof must be submitted with the proposal. Failure to provide such proof may be cause for rejection of the proposal.

Within thirty (30) days after the notice of the intent to award, the Successful Offeror must provide the Agency with evidence of the firm financing commitment for a building covered by the preceding paragraph. Failure to provide this evidence within the prescribed time may be cause for canceling the award.

50. FORMS TO INCLUDE: An Offeror must complete and submit the attached Proposal Form, Price Offer Form, and Questionnaire.
51. AWARD CRITERIA:
 - a. Method of Award: Award will be accomplished in three (3) stages.

In the first stage, the Evaluation Committee will assign points to those offers that are determined to be responsive by the Agency. The Evaluation Committee or one or more representatives of the Evaluation Committee may or may not conduct an on-site inspection of the building or site offered. Upon completion of the evaluation scoring by the Evaluation Committee, the Agency will calculate the pricing and scoring of all responsive proposals. The Agency will then prepare a summary of the evaluation process and scoring.

In the second stage, Offerors whose offers are considered reasonably susceptible of award may be given the opportunity to discuss the Offeror's proposal with the Evaluation Committee at the discretion of the Agency. The evaluation of an offer may be adjusted as a result of a discussion under this paragraph.

The conditions, terms, or price of a proposal may be altered or otherwise changed during the course of the discussions, except that an alteration or other change must be within the scope of this RFP and may not amount to a material modification of the requirements of this RFP. The Agency may limit discussion to specific sections of the RFP. Any oral modification of an offer shall be reduced to writing by the Offeror. If discussions are held, the Agency may set a date and time for the submission of best and final proposals. If an Offeror does not submit a best and final proposal or a notice of withdrawal, the Offeror's previous offer is considered the Offeror's best and final proposal. If best and final proposals have been requested, final evaluations will be conducted. At the conclusion of the final evaluation, the highest ranked Offeror will be considered the prospective Successful Offeror.

If during discussions under the preceding paragraph, there is a need for a material modification in the Request for Proposals, the Request for Proposals may be cancelled, or the RFP will be amended to incorporate the change and the amended RFP distributed as a new RFP.

In the third stage, the Agency and the prospective Successful Offeror will work in good faith with each other to finalize an acceptable floor plan which satisfies the Agency's need for efficient layout of its space. The purpose of this stage is to settle on a floor plan which meets the Agency's organizational, spatial, and functional relationships expressed in the RFP; and which meets the Agency's need for efficient layout of its operations, a need which can be considered only after knowing the physical and regulatory limitations of the prospective Successful Offeror's building.

If a satisfactory layout is achieved which meets the requirements of this RFP and the Agency's needs, the Evaluation Committee will make a recommendation for award to the full Legislative Council. At a Legislative Council meeting, the Council may or may not approve the awarding of the contract to the prospective Successful Offeror whose proposal best meets the Agency's needs. If the Legislative Council approves a Proposal, after the Legislative Council meeting, the Agency will issue a NOTICE OF INTENT TO AWARD. If a satisfactory layout cannot be achieved which meets the requirements of this RFP and the Agency's needs, the prospective Successful Offeror's offer may be rejected and the award process may begin anew with the second stage described above if there is more than one remaining Offeror whose offer is considered reasonably susceptible of award, or will begin with stage three if there is only one remaining Offeror whose offer is considered reasonably susceptible of award.

- b. Evaluation of Proposals: The process of evaluation is based on factors defined in this RFP.

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

The Evaluation Committee members will exercise independent judgment and base their evaluation on the evaluation factors in (c) below. In exercising independent

judgment, the Evaluation Committee members may take into consideration their personal knowledge and experiences.

OFFERORS OR THEIR AGENTS MAY NOT CONTACT ANY MEMBER OF THE EVALUATION COMMITTEE OR THEIR STAFF OR ANY MEMBER OF THE LEGISLATURE OR THEIR STAFF REGARDING THIS RFP. ALL QUESTIONS CONCERNING THIS RFP MUST BE DIRECTED TO THE CONTRACTING OFFICER OF THE LEGISLATIVE AFFAIRS AGENCY.

If any scores are tied, the Offeror submitting the lowest Total Price Offer on the Price Offer Form after application of the 5% Bidders Preference, will prevail. If proposals are tied in scoring and in Total Price Offer, a random drawing will break the tie.

c. Evaluation Factors:

Pricing – pricing consists of the Total Price Offer after application of the 5% Alaska Bidder's Preference. The lowest Total Price Offer after the 5% Alaska Bidder's will receive the maximum number of points allocated to price. The point allocations of other Offerors will be determined using the following formula, applied to each higher priced offer in its turn.
$$\frac{[(\text{Lowest Total Price Offer}) \times (\text{Maximum Points for Price})]}{\text{Divided By (Price of Higher Offer)}} = \text{Points}$$
 Points will be rounded to the nearest whole number (rounded up for fractions of .5 or greater and rounded down for fractions less than .5). **40 points maximum**

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

The following evaluation factors, in addition to the Total Price Offer, will also be considered in making an award:

1. the susceptibility of the design of the offered space to efficient layout and good utilization of space for the Agency's intended use; life cycle costs to the Agency, if offer requires space to be returned to its original condition; function of proposed layout; indoor environment, public convenience (except as covered by evaluation factor no. 3), planning, design, and internal appearance of the offered space; **20 points maximum**
2. the security, if any, offered for the interior office space, the building, and the parking area; factors of external environment, including, but not limited to, the exterior physical characteristics of the building and the area surrounding it, and the location of the building (except as covered by evaluation factor no. 3); **15 points maximum**
3. accessibility by public transportation, all-weather accessibility by automobile transportation, availability of landmarks known to general population that directs customers to location is desirable, and the location and availability of reserved and other parking spaces required by the RFP; **25 points maximum**

PROPOSAL FORM

THIS FORM CONSISTS OF TWO PAGES. THIS PROPOSAL FORM MUST BE THE FIRST TWO PAGES OF PROPOSAL. ATTACH OTHER REQUIRED MATERIAL TO THIS FORM.

The Offeror hereby offers space to the Agency in accordance with the terms and conditions set forth in this RFP. The following information must be provided in its entirety. Failure to complete all requested information below may result in the proposal being declared non-responsive.

BUSINESS NAME: _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

EMAIL ADDRESS: _____

PHONE: _____ CELLULAR PHONE: _____ FAX NO.: _____

Indicate if you qualify as an Alaska Offeror ☐ Yes ☐ No (See RFP for criteria to qualify)

* * * * *

A. TOTAL NET USABLE SQUARE FOOTAGE: _____

B. AMOUNT OF SQUARE FOOTAGE FOR ADDITIONAL
CIRCULATION SPACE REQUIRED TO MEET
CODES AND FACILITATE MOVEMENT
WITHIN THE TOTAL NET USABLE SQUARE
FOOTAGE PROPOSED ABOVE: _____

C. TOTAL OF APPROXIMATE NUMBER OF
USABLE SQUARE FOOTAGE PROPOSED
BY OFFEROR: _____
(C. = Sum of A. and B. above)

* * * * *

PROPOSAL FORM

(continued)

PHYSICAL LOCATION OF PREMISES: _____

NUMBER OF RESERVED PARKING SPACES: _____

COST OF PARKING SPACES IF NOT INCLUDED IN BASE LEASE COST: _____

* * * * *

By signature on this Proposal Form that consists of two pages, the Offeror certifies that the Offeror is (1) complying with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, AS 18.80.200-18.80.300 and the regulations issued under those laws; and (2) agrees to comply with all terms and conditions set out in this RFP. The Offeror further certifies, by signature on this Proposal Form, that on the date of occupancy and throughout the entire occupancy of the Agency, the offered space and any subsequent alterations to the offered space shall meet the specifications of the Americans with Disabilities Act 2010 ADA Standards for Accessible Design, including amendments, as the Guidelines apply to a newly constructed state-owned facility. (See sec. 2 (Accessibility) of the General Conditions and Requirements of this RFP for further details.) If an Offeror fails to comply with any of the requirements in this paragraph, the Agency reserves the right to disregard the proposal.

NAME OF OFFEROR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PRINTED SIGNATURE: _____

DATE: _____

PRICE OFFER FORM

THIS FORM CONSISTS OF TWO PAGES. THE PRICE OFFER FORM NEEDS TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED “PRICE OFFER FORM” WITH THE RFP NUMBER ON THE OUTSIDE OF THE ENVELOPE.

The Offeror hereby offers these prices to the Agency in accordance with the terms and conditions set forth in this RFP. The following information must be provided in its entirety. Failure to complete all requested information below may result in the proposal being declared non-responsive.

A. BASE LEASE COST:

\$ _____	X 120 MONTHS	= \$ _____
MONTHLY BASE LEASE COST	INITIAL TERM PLUS RENEWAL OPTIONS	TOTAL BASE LEASE COST (A)

The above Monthly Base Lease Cost (plus allowable CPI-U adjustments) will be paid directly to the Offeror each month of the initial lease term and all optional renewals. The above Monthly Base Lease Cost will be the Base Monthly Rental Rate for CPI-U calculations as outlined in sec. 10 (Adjustments of Rent) of the Special Conditions and Requirements of this RFP.

B. LEASEHOLD IMPROVEMENT COST:

\$ _____	X 60 MONTHS	= \$ _____
MONTHLY COST	INITIAL LEASE TERM	TOTAL LEASEHOLD IMPROVEMENT COST (B)

The above Monthly Cost will be paid directly to the Successful Offeror each month of the initial lease term only. Leasehold improvements required to be provided in this lease should be included in this item. No CPI-U increases will be allowed on the Leasehold Improvement Cost. Do not include this Leasehold Improvement Cost in the Base Lease Cost. See sec. 4 (Leasehold Improvements Defined) of the Special Conditions and Requirements of this RFP for further definition and clarification of leasehold improvements.

PRICE OFFER FORM
(continued)

C. TOTAL PRICE OFFER:

$$\begin{array}{rcccl} \$ & \underline{\hspace{10em}} & + & \underline{\hspace{10em}} & = & \underline{\hspace{10em}} \\ & \text{TOTAL BASE LEASE COST} & & \text{TOTAL LEASEHOLD} & & \text{TOTAL PRICE OFFER} \\ & \text{(A)} & & \text{IMPROVEMENT COST} & & \text{(C)} \\ & & & \text{(B)} & & \end{array}$$

* * * * *

By signature on this Price Offer Form that consists of two pages, the Offeror certifies that the Offeror is (1) complying with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, AS 18.80.200-18.80.300 and the regulations issued under those laws; and (2) agrees to comply with all terms and conditions set out in this RFP. The Offeror further certifies, by signature on this Price Offer Form, that on the date of occupancy and throughout the entire occupancy of the Agency, the offered space and any subsequent alterations to the offered space shall meet the specifications of the Americans with Disabilities Act 2010 ADA Standards for Accessible Design, including amendments, as the Guidelines apply to a newly constructed state-owned facility. (See sec. 2 (Accessibility) of the General Conditions and Requirements of this RFP for further details.) If an Offeror fails to comply with any of the requirements in this paragraph, the Agency reserves the right to disregard the proposal.

NAME OF OFFEROR: _____

AUTHORIZED SIGNATURE: _____

PRINTED SIGNATURE: _____

TITLE: _____

DATE: _____

QUESTIONNAIRE

**PLEASE COMPLETE THE FOLLOWING QUESTIONS.
IF THE LEASE IS AWARDED TO
YOU, THESE ANSWERS WILL BE NEEDED TO COMPLETE
THE FORMAL LEASE AGREEMENT.**

1. Alaska Business License Number: _____
2. Vendor Tax Identification Number: _____
3. Recordable Legal Description (include Lot, Block, Townsite, and Plat; and/or U.S. Survey Number, Recording District):

4. Physical Location of Premises: _____
5. Location within Building of Offered Space:

6. Type of Construction: _____
7. Type and Finish of Walls: _____
8. Single or Multi-Story Building: _____
9. Maximum Permissible Live Floor Load: Except in those cases where a floor is constructed of poured concrete set in earth, each proposal for leased floor space shall contain a statement by the Offeror which sets forth the maximum permissible live floor load per square foot on each floor. In cases where the floor load factor is not uniform, the Offeror must explain the deviation in detail adequate to permit the occupants to safely distribute the floor load. This information may be included in the floor plan.

Floor No.	Maximum Permissible Live Floor Load	Floor No.	Maximum Permissible Live Floor Load
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

10. Type of Heating and Cooling System: _____
(Location of Heating/Cooling Controls must be indicated on Floor Plan)
11. Type of Ventilation System: ☐ Windows that open (with Screens) ☐ Mechanical System
☐ Or both Windows that open (with Screens) and Mechanical System

12. If other tenants are to be in the Building, indicate what type of business they will conduct:

13. Are there extra Conference Room(s) available for the Agency's use even if Conference Room(s) are included in sec. 6 (Configuration) of the Special Conditions and Requirements of this RFP?

☐ Yes ☐ No

If Yes, how many Conference Room(s) are available and give location and square footage of each Conference Room(s):

14. What furniture is in Conference Room(s): Chairs ☐ Yes ☐ No

Tables ☐ Yes ☐ No

Other _____

15. Are building requirements as set forth in this proposal complied with in your offer: ☐ Yes ☐ No

No, indicate exceptions: _____

16. Type of Flooring for office areas: Carpet ☐ Yes ☐ No

Tile ☐ Yes ☐ No

Linoleum ☐ Yes ☐ No

Other _____

17. Type of Flooring for non-office areas Carpet ☐ Yes ☐ No

Tile ☐ Yes ☐ No

Linoleum ☐ Yes ☐ No

Other _____

18. Where are Restrooms located in Building: Hallways ☐ Yes ☐ No

In Office ☐ Yes ☐ No

19. What type of Restrooms are they: Separate Mens/Womens ☐ Yes ☐ No
If not, what type_____.

20. Do the Separate Mens/Womens Restrooms have more than one stall in each separate Restroom: ☐ Yes ☐ No

21. Do Restrooms comply with the ADA: ☐ Yes ☐ No
22. If location of space is not on ground floor is there an Elevator: ☐ Yes ☐ No
23. If Yes, does Elevator meet the ADA Requirements: ☐ Yes ☐ No
24. If No, does Building need an elevator to meet ADA Requirements: ☐ Yes ☐ No
25. Does Building have an Outside Ramp with Handrails that meet the ADA Requirements: ☐ Yes ☐ No

If this RFP does not ask for parking or janitorial services, leave questions No. 26-35 blank or answer just the questions that do apply to this RFP.

26. Does Building have Parking for Persons with Disabilities: ☐ Yes ☐ No
27. If Yes, how many spaces: _____
28. Number of Reserved Parking spaces offered: _____
29. Reserved Parking spaces offered are: On-Street ☐ Yes ☐ No
Off-Street ☐ Yes ☐ No
30. Distance from Building to Reserved Parking spaces: _____
31. Does Building have other available Parking spaces: ☐ Yes ☐ No
32. If Yes, how many spaces: _____
33. Other available Parking spaces are: Public ☐ Yes ☐ No
Private ☐ Yes ☐ No
34. Distance from Building to other available Parking spaces: _____
35. Please list below who will be performing the janitorial services in the office space.
- Offeror's Employees: ☐ Yes ☐ No
- If Yes, list names of employees to perform the work: _____

- Janitorial Company: ☐ Yes ☐ No
- Company Name: _____
- If Yes, list names of company employees to perform work: _____

36. Offeror ☐ Is Not ☐ Is in arrears on Alaska State Taxes.
37. Is Property encumbered by a mortgage, lien or any other financial obligation: ☐ Yes ☐ No

38. Is Security provided: Interior Office Space ☐ Yes ☐ No

Parking areas ☐ Yes ☐ No

39. List your exact legal name and identify whether it is a corporation, limited liability company, general partnership, limited partnership, limited liability partnership, sole proprietorship, or other entity. If you are a corporation or other organization, list name as it appears on the Articles of Incorporation or other documents under which you organized.

☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ Limited Partnership

☐ Limited Liability Partnership ☐ Sole Proprietorship ☐ Other Entity _____

If you do not own the property, give the exact legal name of the entity that does, identify whether it is a corporation, limited liability company, general partnership, limited partnership, limited liability partnership, sole proprietorship, or other entity, identify your interest in the property, and provide the documents that confirm your interest.

☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ Limited Partnership

☐ Limited Liability Partnership ☐ Sole Proprietorship ☐ Other Entity _____

40. Indicate who will sign the lease and the person's official title and, if the person is not an officer, employee, or other person working for you, list the name of the entity, if any, with whom the person is working:

Name_____

OfficialTitle_____

Name of entity (if applicable) _____

Please provide a notarized letter signed by the owner that the person signing the proposal is authorized to sign for the owner. This letter must be included with your proposal.

41. Indicate name and address to which monthly rental payments should be made:

Name_____

Address_____

City/State/Zip_____

PROPOSAL CHECKLIST

Offerors may use boxes at left to check off items when completed.

If an Offeror fails to submit the following items in its proposal, the Agency may consider the proposal non-responsive.

This checklist is intended as a reminder of certain important items and is not intended to be a complete list of what must be included in the proposal.



TO INCLUDE:

- ☐ Proposal Form on pages 37 - 38
- ☐ Good Quality Colored Pictures
- ☐ Price Offer Form on pages 39 - 40 (Submitted in Separate Sealed Envelope)
- ☐ Questionnaire on pages 41 - 44
- ☐ A signed copy of each amendment that is issued by the Agency
- ☐ Floor Layout Plan either (1) to scale, or (2) not to scale but proportionate
- ☐ Evidence of a valid Alaska Business License if license number is not written on page 41 (the Questionnaire).