

STATE OF ALASKA REQUEST FOR PROPOSALS



PROPERTY MANAGEMENT SERVICES

RFP 2521H016

ISSUED: DECEMBER 4, 2020

THE DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, DIVISION OF FACILITIES SERVICES, IS SOLICITING PROPOSALS FOR PROPERTY MANAGEMENT SERVICES FOR SEVERAL BUILDINGS LOCATED IN THE ANCHORAGE AREA.

ISSUED BY:

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
DIVISION OF FACILITIES SERVICES

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION ONE: INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation and Public Facilities, Division of Facilities Services, is soliciting proposals for property management services to include Building Management Services, Building Leasing Services, and Construction Administration Services. These three primary service categories must be performed in a manner that ensures the efficient and seamless operation and maintenance of several buildings owned by the State of Alaska and managed by the Division of Facilities Services. These buildings and parking areas (Properties) described in further detail in Section 2.01, are:

1. Robert B. Atwood Building (Atwood), 550 West 7th Avenue, Anchorage, Alaska,
2. Linny Pacillo Parking Garage (LPPG), 517 West 7th Avenue, Anchorage, Alaska, and,
3. Alaska Legislative Office Building (ALOB), 1500 West Benson Blvd, Anchorage.

SEC. 1.02 TRANSITION PERIOD

If needed, a transition period will be established from approximately February 1, 2012 and ends on April 1, 2021. During the transition period, the contractor and the state project manager shall work cooperatively to formulate a formal transition plan. The awardee is responsible for all costs related to the transition period.

SEC. 1.03 BUDGET

Proposals priced at more than \$456,000.00 annually for Building Management Fees as seen on Attachment A, Cost Proposal shall be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.04 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00pm prevailing Alaska Time on January 7, 2021.

Faxed, oral, or emailed proposals are not acceptable.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.05 PRIOR EXPERIENCE

In order for offers to be considered responsive, the Offeror (hereinafter also referred to as Property Manager), the Atwood On-Site Building Manager, Anchorage Legislative Office Building (ALOB) On-Site Building Manager, the Atwood Assistant Building Manager, and the Property Accountant offerors must meet or exceed the following minimum prior experience requirements.

Company: The Property Manager will provide building management and leasing services, ensure contract compliance through oversight, and perform project management and coordination services. The company must meet or exceed the following minimum experience requirements:

1. Must have performed commercial third party property management services for a minimum of three commercial office buildings of at least 50,000 RSF each within the last ten years that included building management and leasing services.
2. Must have performed project management and coordination services for no less than three construction or renovation projects within the last ten years.

3. Must have a fully integrated web-based, enterprise management software system to provide reactive and preventive maintenance work orders, real estate portfolio inventory and real estate accounting.

Company Property Accountant: The Company Property Accountant will ensure financial compliance with the Agreement resulting from this RFP and Generally Accepted Accounting Principles. The Company Property Accountant must meet or exceed the following minimum experience requirements:

1. Must have a minimum of three years of cost accounting experience within the last ten years to include the preparation of financial documents and reports for commercial real estate and property management purposes.
2. The Property Manager must have, on staff, a Certified Public Accountant (CPA) licensed in Alaska who will actively oversee the financial activities of these services.

Atwood On-Site Building Manager: The Atwood On-Site Building Manager will be the Property Manager for all Properties serviced by the contract resulting from this RFP and, will serve as the primary single point of contact with whom the Department can reliably communicate concerning a matter regarding any of the Properties. This position will be directly responsible as a decision maker in for the performance of the contract resulting from this RFP. The offered Atwood On-Site Building Manager must meet or exceed the following minimum experience requirements:

1. Must have at least three years of experience in performing Commercial Office Building on site property management services for at least one building with at least 150,000 RSF within the last five years. High-rise office building experience is preferred.
2. Must have at least three years of construction management and administration experience with a minimum of at least two projects of at least \$100,000 each. Construction management and administration to include services such as, but not limited to: project development, project management, contract administration, site visits, and establishing and managing project meetings.
3. Must have at least two years of experience managing operating budgets and building operating procedures within the last five years. This includes budget and procedure development and implementation, executing life/safety building procedures, and the management of multiple service contracts.
4. Must have an Alaska Real Estate License in compliance with AS 08.88 and regulations 12 AAC 64 which specifically govern the practice of the real estate industry. AS 08.01 - 08.03 and regulations 12 AAC 02 apply to all professions regulated by the division.

Atwood On-Site Assistant Building Manager: The Atwood On-Site Building Assistant Manager serves as the secondary single point of contact and is directly engaged in the performance of the contract resulting from this RFP. The offered Atwood On-Site Building Assistant Manager must meet or exceed the following minimum experience requirements:

1. Must have at least one year of experience in performing Commercial Office Building on site property management services for at least one building with at least 50,000 RSF within the last five years.
2. Must have at least one year of experience providing administrative support to include, but not limited to:
 - a. Construction administration
 - b. Contract administration
 - c. Lease administration
 - d. Tenant services
 - e. Life / safety procedures compliance

ALOB On-Site Building Manager: In general, the ALOB On-Site Building Manager serves as the contractor’s primary single point of contact with the Department regarding that building and is directly engaged in the contract performance. The offered ALOB On-Site Building Manager must meet or exceed the following minimum experience requirements:

1. Must have at least three years of Commercial Office Building on site property management services for at least one commercial office building of at least 50,000 RSF since 2015.
2. Must have at least two years of experience with managing operating budgets and procedures to include developing and implementing, life/safety building procedures and the management of multiple service contracts.
3. Must have at least two years of experience managing buildings with multiple unique tenants.
4. Must have an Alaska Real Estate License in compliance with AS 08.88 and regulations 12 AAC 64 which specifically govern the practice of the real estate industry. AS 08.01 - 08.03 and regulations 12 AAC 02 apply to all professions regulated by the division.

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

SEC. 1.06 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.07 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: Tom Mayer
EMAIL: tom.mayer@alaska.gov
PHONE: 907-465-8855
FAX: 907-465-3124

Callers with telephone accessibility needs are encouraged to call the Alaska Relay Service. The Alaska Relay Service provides telephone accessibility to people who are deaf, hard-of-hearing or speech disabled. Callers should be prepared to provide the specific phone number at the Department of Transportation & Public Facilities that they wish to call:

Alaska Relay Service Phone Numbers and websites:
Voice or TTY: dial 711 (if voice, wait on line for representative to answer)
TTY: 1-800-770-8973 (text only)
Voice: 1-800-770-8255
VCO Direct: 1-800-770-6108 (Voice Carry Over)
ASCII: 1-800-770-3919
STS: 1-866-355-6198 (Speech to Speech)

Spanish: 1-866-355-6199
IP Relay: www.sprintrelayonline.com (Internet Relay)
Website: www.AlaskaRelay.com

SEC. 1.08 RETURN INSTRUCTIONS

OFFERORS RESPONSE: Offerors must submit one original, one copy, and one electronic copy of their technical proposal to the procurement officer in a sealed package.

OFFERORS RESPONSE: Attachment A, Cost Proposal, must be included with the package and must be in a separately sealed envelope from the technical proposal and must be clearly identified. An **electronic copy of Attachment A must also be submitted on the thumb drive** with the technical proposal.

The sealed proposal package(s) must be addressed as follows:

Submitting by US Mail:	Submitting by Courier Service
Department of Transportation and Public Facilities Division of Administrative Services Attn: Tom Mayer RFP 2521H016 Property Management Services-Central Region P.O. Box 112500 Juneau, AK 99811-2500	Department of Transportation and Public Facilities Division of Administrative Services Attn: Tom Mayer RFP 2521H016 Property Management Services-Central Region 3132 Channel Drive, Suite 350 Juneau, AK 99801

IMPORTANT NOTE: There are no overnight express mail or courier delivery services to Juneau, Alaska. All expedited mail or courier services take at least 2 nights. This is true for other courier vendors as well such as Federal Express.

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

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

SEC. 1.09 PROPOSAL CONTENTS

The following information must be included in all proposals.

a) **AUTHORIZED SIGNATURE**

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

b) **OFFEROR'S CERTIFICATION**

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;

- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

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

c) **VENDOR TAX ID**

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

d) **CONFLICT OF INTEREST**

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

e) **FEDERAL REQUIREMENTS**

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

- f) **BUSINESS SERVICES BOND:** Property Manager shall procure and maintain at all times a business services bond that protects the State against loss arising from the want of honesty, integrity, or fidelity of Property Manager's employee(s). The bond amount shall be \$1,000,000.

OFFERORS RESPONSE: Offerors must submit the information required under Section 1.09-(a-f).

SEC. 1.10 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.11 AMENDMENTS TO PROPOSALS

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

SEC. 1.12 AMENDMENTS TO THE RFP

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

SEC. 1.13 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

-
- | | |
|---|-------------------|
| • Issue RFP | December 4, 2020 |
| • Pre-proposal conference | December 16, 2020 |
| • Deadline for Receipt of Proposals | January 7, 2021 |
| • Proposal Evaluation Committee complete evaluation by: | January 15, 2021 |
| • State of Alaska issues Notice of Intent to Award a Contract | January 18, 2021 |
| • State of Alaska issues contract | January 29, 2021 |
| • Contract start | April 1, 2021 |

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

SEC. 1.14 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held from 8:00am until 11:00am, Alaska Time, on December 16, 2020 in the Atwood Conference Center room 106 on the first floor of the Atwood building in Anchorage, Alaska. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

If attending in person, in light of the current COVID-19 pandemic please be advised that restriction/practices outlined in State health mandates and guidance from the Centers for Disease Control and Prevention, including strict social distancing standards, shall be in effect at all times during this conference.

Those unable to attend in person may dial into the teleconference at the following number:

Number: 1-800-315-6338

Passcode: 90794

Upon the conclusion of the pre-proposal conference, a site visit of the Atwood Building will be conducted from 11:30am to 1:00pm. While participation in the pre-proposal conference and site visit is not mandatory, it is highly recommended that interested parties attend to ensure a full understanding of the responsibilities associated with this project.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made. Participants may dial into the meeting using the following number:

SEC. 1.15 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

SEC. 1.16 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the State Contract Manager.

SECTION TWO: BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The State of Alaska, Department of Transportation and Public Facilities, Division of Facilities Services, manages multiple State-owned buildings to include the following.

Robert B. Atwood Building

The State of Alaska owns a 20-story office building and adjacent parking lots located at 550 West 7th Avenue, Anchorage, Alaska. This building, named the Robert B. Atwood Building, is considered one of the highest quality Class A office buildings in Anchorage. Included with this building is an underground parking lot, a landscaped plaza at street level and two additional parking lots nearby.

The Building was constructed in 1982 and has been well maintained. The total gross building areas of floors 1-19 is 313,257 square feet. Mechanical areas total 18,980 square feet. The basement parking garage and plaza totals 41,951 square feet. The total gross building area is 374,188 square feet. The total useable area is 251,786 square feet.

The building is primarily occupied by the State of Alaska, Executive Branch Departments and one private tenant. **Attachment C, Atwood Stacking Plan** contains additional information regarding the occupants and the floors they occupy.

The Atwood On-Site Building Manager will be responsible for the administration and coordination of all required daily maintenance and operations at this building.

Linn Pacillo Parking Garage

The State of Alaska owns this Parking Garage located adjacent to the Atwood Building on 7th Avenue in Anchorage, Alaska. This building contains approximately 369,000 RSF, is ten floors tall and has 830 parking stalls, with office/retail space on the first floor. **Attachment D, LPPG Stacking Plan** contains additional information regarding the occupants and the floors they occupy.

The Atwood On-Site Building Manager will be responsible for the administration and coordination of all required daily maintenance and operations. While the garage is for State use only during normal business hours, parking is available to the public for a fee during non-business hours. The Building Manager will be responsible for collection of after-hours parking fees, management, control, monitoring of users, ticketing of parking violators, confirmation users are adhering to Atwood parking policy.

The Garage has controlled access gates and ticket booths. The Property Manager contractor will be required to staff the parking garage during normal business hours. The on-site building management staff may be shared with the Atwood Building.

Anchorage Legislative Office Building

The Anchorage Legislative Office Building (ALOB) is owned by the Alaska State Legislature, Legislative Council and is located at 1500 West Benson Blvd in Anchorage Alaska. The building has four floors to accommodate Anchorage area legislators with one floor dedicated to legislative leadership. This building contains a total of 47,684 rentable sq. ft. as described below. It is critical for the building manager and the organization to have a high level of integrity, diplomacy, and discretion due to the often sensitive and/or confidential nature of legislative business. Due to the nature of the occupants within this building, the Legislative Affairs Agency reviews all communications to be sent to building occupants in advance. .

The following provides a general description of this building:

- The first floor contains 6,773 square feet and houses the Legislative Information Office, which includes two public bathrooms, three public conference rooms, the LIO manager’s office, a kitchen/prep area, mailroom, a tele-conference bridge, janitor and storage rooms, and a common office area for LIO staff.

The main lobby connects to the Wells Fargo Bank branch space located onsite that contains 5,889 square feet. Wells Fargo leases this space from the Legislative Affairs Agency (LAA) with an expiration of 9/14/2026 and the current Property Manager manages the lease on behalf of the LAA.

- The second floor contains 11,921 square feet and includes, a suite for the Ombudsman (four offices, a reception area, a conference room, two storage closets, and an open office area); a suite for Legislative Ethics (two offices, a secure file storage room, and a common area/lobby); two legislative office suites; a collaboration area; two storage closets; an updated electrical closet; two bathrooms; two private phone rooms; janitor’s closet; lunch room with kitchen, vending, coffee/copy, conference area; storage, data and communication, as well as 10 legislator offices.
- The third floor contains 11,921 square feet and includes 15 legislative offices, two leadership offices (Speaker of the House and Senate President); a small conference room; two bathrooms; two private phone rooms; kitchenette/copy room; janitor’s closet; storage rooms; two collaboration areas; and a data/communication room.
- The fourth floor is 11,921 square feet and includes 15 legislative offices; a small conference room; a break-out/phone room; two bathrooms; kitchenette/copy room; janitor’s closet; four storage/supply rooms; two collaboration areas; and a data/communication room.
- This building includes a main parking lot: Lot A2-152,053 square feet and a satellite parking lot: Lot 4A-22,547 square feet.

Note: The LAA also leases space on the roof of the building for an antenna to a company called Vertical Bridge. This lease is set to expire on 9/30/2023 and like the Wells Fargo lease above, the lease is managed by the current Property Manager on behalf of the LAA.

State Fiscal Year (FY) 2021 Maintenance & Operation Budget Summary

Maintenance and Operation Cost Examples	Atwood	LPPG	ALOB
Utility Costs	\$1,101,302.16	\$289,781.81	\$164,000.00
Security Service Contract	\$276,900.00	\$347,000.00	\$64,100
Building Engineering (Maintenance) Service Contract	\$442,134.00		\$210,00.00
Janitorial Service Contract	\$398,383.00	\$73,857.00	\$50,000.00
Total Building Budget Summary	Atwood	LPPG	ALOB
Contractual (roll up of all service contracts, utilities, and other service related costs)	\$2,844,386.16	\$882,057.12	\$550,000.00
Commodities	\$87,578.66	\$24,565.43	0.00
Total FY21 Budget	\$2,931,964.82	\$906,622.55	\$550,000.00

SECTION THREE: SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF SERVICES

The following sections define and describe the scope of services that will be performed by the Property Manager.

SEC. 3.02 GENERAL SCOPE OF SERVICES

The State of Alaska, Department of Transportation & Public Facilities (DOT&PF), Division of Facilities Services (State), is seeking to contract with a Property Manager who shall oversee the operation and maintenance of several State-owned office buildings and parking areas (Properties) through performing Building Management and Leasing Services, to include the administration, management, coordination, and performance measurement of the State's independent service contracts. The selected Property Manager shall operate and maintain the Properties in a manner that:

- 1) preserves the longevity and functionality of these State assets;
- 2) provides quality service and a clean, safe, and secure environment for users of the Properties;
- 3) is responsive to and in compliance with all applicable rules, regulations, State policies and procedures; and life/safety, environmental and crisis management requirements; and,
- 4) make efficient, cost-effective, and coordinated use of the entities (Service Contractors) under contract with the State for provision of services at the Properties.

The selected Property Manager shall perform these responsibilities as an independent contractor under the general oversight of the State.

The Properties for which the Property Manager shall be responsible are the following:

- 1) **Robert B. Atwood Building** (Atwood Building) located at 550 West 7th Avenue, Anchorage, Alaska. This building includes an outdoor landscaped plaza, an underground garage, and two associated parking lots (Lots 79 and 102) also located at 550 West 7th Avenue, Anchorage, Alaska.

Total Square Footage: 251,786

- 2) **Linný Pacillo Parking Garage** located at 517 West 7th Avenue, Anchorage (LPPG).

Total Square Footage: 369,600

- 3) **Anchorage Legislative Office Building** located at 1500 W. Benson Blvd., Anchorage, Alaska (ALOB) and its associated outdoor parking lots.

Total Square Footage: 47,684

The State reserves the right to modify this list of properties based on the State's needs at any time during the duration of the contract resulting from this RFP. If such a change were to occur, the Building Management Fee shall be negotiated in good faith and formalized in a written contract amendment issued by the procurement officer of record.

Attachment B – Aerial Photos: This attachment provides an aerial view of the Properties

The Property Manager shall provide the services described herein on a 24 hours per day, 7 days per week, 365 days per year (24/7/365) basis.

SEC. 3.03 DEFINITIONS:

Specific Terms: As used in this agreement, the following terms shall have the respective meanings set forth in this Section.

SEC. 3.03.1 ADDITIONAL SERVICES: The term “Additional Services” shall mean services requested by the State Contract Manager that are “additional” to the performance requirements outlined in this RFP and resulting agreement as seen in **Attachment E, Property Management Agreement**.

SEC. 3.03.2 ANNUAL FACILITY OPERATING PLAN: The term “Annual Facility Operating Budget” shall mean the Annual Facility Operating Plan that is produced by the Property Manager and delivered to the State Contract Manager under Section 3.06.7.

SEC. 3.03.3 ANNUAL OPERATING PLAN: The term “Annual Operating Plan” shall mean the annual operating plan that is produced by the Property Manager and delivered to the State Contract Manager under Section 3.06.1.

SEC. 3.03.4 BUILDING: The term “Building” is the singular term used to describe a building that is in the portfolio of Properties.

SEC. 3.03.5 BUILDING LEASING FEE: The term “Building Leasing Fee” or “Building Leasing Fees” shall individually or collectively, as the context requires, mean compensation paid to the Property manager for services related to marketing and leasing space within the Properties as requested by the State Contract Manager through an executed Notice to Proceed.

SEC. 3.03.6 BUILDING MANAGER: The term “Building Manager” shall mean the individual designated by Property Manager to act as its representative and manager of the Building. The Building Manager shall maintain an office at the Property. Any change of the Building Manager, Assistant Building Manager, Administrative Assistant, or Property Accountant must be approved in writing by DOT&PF. Property Manager must give DOT&PF at least thirty days written notice of any such change.

SEC. 3.03.7 BUILDING MANAGEMENT FEE: The term “Building Management Fee” shall have the meaning of the monthly or annual fee paid the Project Manager for performing the services required in this Request for Proposal and resulting Agreement as seen in Attachment E, including the administration, management, coordination, and performance measurement of the State’s independent service contracts.

SEC. 3.03.8 BUILDING OPERATING ACCOUNTS: The term “Building Operating Account” shall have the meaning of the Bank account(s) in which the DOT&PF and LAA shall pay all costs and expenses related to the operation of the Properties.

SEC. 3.03.9 BUILDING REVENUE ACCOUNTS: The term “Building Revenue Account” shall have the meaning of the Bank accounts in which the Property Manager shall deposit all revenue collected by the Property Manager while performing the services required.

SEC. 3.03.10 BUILDING SUPPORT SERVICES FEE: The term “Building Support Services Fee” or “Building Support Services Fees” shall individually or collectively, as the context requires, mean compensation paid to the Property Manager for services related to additional business office support services as requested by the State Contract Manager.

SEC. 3.03.11 BUSINESS DAY: The term “Business Day” shall mean Monday through Friday excluding holidays recognized by the State of Alaska.

SEC. 3.03.12 CONTRACT ADMINISTRATION: The term “Contract Administration” shall mean any action required to modify any term, condition, task, or contractual item that requires the issuance of any

type of contractual document does not include Notice to Proceed documents). Contract Administration is performed by the Procurement Officer of Record as assigned by DOT&PF and is not considered day to day contract management.

SEC. 3.03.13 DFS: The term “DFS” means the Division of Facilities Services, is a division of the DOT&PF.

SEC. 3.03.14 DOT&PF: The term “DOT&PF” means the Department of Transportation and Public Facilities is a department of the executive branch of the State of Alaska.

SEC. 3.03.15 ENVIRONMENTAL LAWS: The terms “Environmental Law” or “Environmental Laws” shall mean individually or collectively, as the context requires, any “Super Fund” or “Super Lien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be in effect, including, without limitation, the following, as the same may be amended or replaced from time to time, and all regulations promulgated there under or in connection therewith: the Super Fund Amendments and Reauthorization Act of 1986 (“SARA”); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”); the Clean Air Act (“CAA”); the Clean Water Act (“CWA”); the Toxic Substances Control Act (“TSCA”); the Solid Wastes Disposal Act (“SWDA”), as amended by the Resource Conservation and Recovery Act (“RCRA”); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 (“OSHA”).

SEC. 3.03.16 FISCAL YEAR: The term “Fiscal Year” shall mean a one-year period covering the same period as the State’s fiscal year, which commences on July 1 of a given year and terminates on June 30 of the subsequent year.

SEC. 3.03.17 GROSS MONTHLY COLLECTIONS: The term “Gross Monthly Collections” shall mean the total gross monthly collections received from the Building, including without limitation, base rents, percentage rents and reimbursements or direct payments of taxes, insurance or other charges for which a private tenant is liable under its lease; all payments related to use of parking spaces; and other incidental reimbursements or payments due for use of the Building.

SEC. 3.03.18 HAZARDOUS MATERIAL: The terms “Hazardous Material” or “Hazardous Materials” shall mean and include individually or collectively, as the context requires, petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyl, and/or any hazardous, toxic or dangerous waste, substance or material defined as such, or as a Hazardous Substance or any similar term, by, in or for the purposes of the Environmental Laws, including, without limitation Section 101(14) of CERCLA, which is in a prohibited or regulated form or in excess of an allowable amount under applicable Environmental Laws.

SEC. 3.03.19 LAA: The term “LAA” means the Legislative Affairs Agency.

SEC. 3.03.20 MANAGEMENT OFFICES: The term “Management Offices” shall mean Property Manager’s offices located in the Buildings.

SEC. 3.03.21 NOTICE: The term “Notice” means a notice, request, demand or other communication between the any and all parties that may be required during the duration of the Agreement resulting from this solicitation.

SEC. 3.03.22 NOTICE TO PROCEED: The term “Notice to Proceed” shall mean the document issued by the State Contract Manager to authorize Property Manager to perform additional services such as Building Leasing Services, Building Support Services, or Project Management and Coordination Services.

SEC. 3.03.23 PROCUREMENT OFFICER OF RECORD: The Procurement Officer of Record is the DOT&PF Division of Administrative Services employee assigned the responsibility of performing contract

administration duties to include contract renewals, amendments, cure letters, and any other contractual task that may be considered in excess of day to day contract management. The Procurement Officer of Record, the State Contract Manager, and Property Manager will work cooperatively during the administration of the contract.

SEC. 3.03.24 PROPERTIES: Properties is the collective term used to describe the portfolio of buildings the Property Manager will be responsible for providing Property Management services at.

SEC. 3.03.25 PROPERTY MANAGER: The term “Property Manager” refers to the firm with whom DOT&PF has contracted with to manage the Building consistent with the terms and conditions of this Request for Proposals and the resulting Agreement.

SEC. 3.03.26 RELEASE: The Term “Release” shall have the meaning given such term, or any similar term, in the Environmental Laws, including, without limitation, Section 101(22) of CERCLA.

SEC. 3.03.27 RSF: The term “RSF” stands for Rentable Square Footage.

SEC. 3.03.28 STAFF: The term “Staff” shall mean DOT&PF’s and LAA’s internal management staff.

SEC. 3.03.29 STATE CONTRACT MANAGER: The term “State Contract Manager” shall mean the individual designated by DOT&PF to act as the contract manager to supervise the operation of the Properties and the activities of Property Manager in connection therewith, and to perform other contract administration consistent with the applicable requirements of AS 36.30 (State Procurement Code). DOT&PF may change State Contract Manager at any time and for any reason, and, shall give Property Manager written notice of any such change.

SEC. 3.03.30 TENANT: The term “Tenant” shall mean individually or collectively, as the context requires, a lessee, licensee, concessionaire under a lease, or a public agency or entity of the State of Alaska or other party authorized by DOT&PF to occupy space in the Building.

SEC. 3.03.31 TENANT LEASE SERVICES: The term “Tenant Lease Services” shall have the meaning set forth in Section 3.06.10 below.

SEC. 3.03.32 TERM: The term “Term” shall have the meaning of the length of the initial contract term and each renewal option.

SEC. 3.03.33 TERMINATE: The terms “Terminate” or “Termination”, as the context requires, shall mean termination of this Agreement prior to its expiration date as a matter of right or pursuant to an event of default.

SEC. 3.03.34 THE BUILDING: The term “the Building” shall mean the real property and improvements identified in Section 3.02 above.

SEC. 3.03.35 SERVICE CONTRACTOR: A “Service Contractor” is an independent entity with whom the State has contracted to provide trades, crafts, or services in connection with the operation, maintenance, or repair of the State properties that are the subject of this agreement.

SEC. 3.04 SERVICE CONTRACTS ASSOCIATED WITH THE RESPECTIVE PROPERTIES

The State currently has a variety of contracts in place for the provision of services at each of the three Properties. The following table is not all inclusive but identifies the general nature of the service contracts currently in effect at each of the Properties.

Contract Category	Atwood Building	LPPG	ALOB
Automated Garage Entrance Control Systems	No	Yes	No

Backflow Prevention Inspection	Yes	Yes	No
Building Engineering	Yes	Yes	No
Elevator System Maintenance and Repair	Yes	Yes	Yes
Fire Alarm Panel Inspection, Maintenance, Repair, and Monitoring	Yes	Yes	Yes
Fire Extinguisher Inspection	Yes	Yes	Yes
Fire Sprinkler System Inspection, Maintenance, and Repair	Yes	Yes	Yes
Floor Mat Services	No	No	Yes
Generator Maintenance	No	No	Yes
HVAC Maintenance	No	No	Yes
Interior Landscaping	Yes	No	No
Interior Music System	Yes	No	No
Janitorial	Yes	Yes	Yes
Outdoor Landscaping	Yes	Yes	Yes
Recycling Program	Yes	Yes	No
Security	Yes	Yes	Yes
Snow and Ice Control	Yes	Yes	Yes
Sweeping Parking Areas	Yes	Yes	Yes
Telecommunication Air Conditioning Maintenance and Repair	Yes	No	No
UPS Annual Maintenance	No	No	Yes
Window Cleaning	Yes	Yes	Yes

SEC. 3.05 SUMMARY DESCRIPTION OF SERVICE CONTRACTS

The following summary provides a general overview of the contracts currently in effect. These contracts are between the State and the Service Contractors. The Property Manager shall utilize these contracts for furnishing services to the three Properties, any exceptions to this requirement must be pre-approved in writing or at the direction of the State Contract Manager

- 1) **Automated Garage Entrance Control Systems:** Contractor maintains' and services the automated garage control systems located in the LPPG. The Atwood Underground Executive Parking area is controlled via a roll up door with a card access reader.
- 2) **Backflow Prevention Inspection:** Contractor conducts annual inspections to ensure the Property's backflow prevention systems continue to protect potable water supplies from contamination or pollution due to backflow.
- 3) **Building Engineering:** Contractor provides services for both preventative and reactive maintenance to include tenant work orders. This will include routine repairs, replacement and maintenance services. These services include the installation, maintenance, and repair of mechanical systems, including plumbing, electrical, and heating, ventilation, and air conditioning (HVAC). Additional specific routine

duties include sidewalk snow and ice removal, and parking lot enforcement. The contractor is also responsible for issuing keys, maintain key logs, making new keys, and cataloging all keys and related items located in the shop. The contractor also conducts and maintains an inventory of the parts, supplies, and tools located in the Atwood / LPPG. It is the contractor's responsibility to ensure they have appropriate supplies and tools and notify building management and the State facility manager in the event additional supplies are needed.

- 4) **Elevator System Maintenance and Repair:** Contractor maintains the Properties' elevator systems to ensure proper operation, safety, regulatory compliance and renders necessary repairs in response to service calls.
- 5) **Fire Alarm Panel Inspection, Maintenance, Repair, and Monitoring:** Contractor regularly inspects, maintains, repairs, and monitors the panel to ensure proper performance and response in the event of a fire alarm notification.
- 6) **Fire Extinguisher Inspection and Maintenance:** Contractor regularly inspects fire extinguishers to ensure they meet regulatory requirements. When needed, fire extinguishers are recharged under a separate contract.
- 7) **Fire Extinguisher Recharging:** Contractor recharges fire extinguishers as needed to ensure continued compliance with all applicable laws, regulations, and policies.
- 8) **Fire Sprinkler System Inspection, Maintenance and Repair:** Contractor regular inspects, maintains, and repairs the fire sprinkler systems to ensure proper performance.
- 9) **Generator Maintenance:** Contractor, in conjunction with state maintenance staff maintain the generators and perform a variety of tasks including monthly and quarterly inspections and testing as well as annual inspections, testing and certification.
- 10) **HVAC Maintenance:** Contractor changes filters on a semi-annual basis, performs all preventative maintenance tasks on the HVAC System and troubleshoots as needed both physically and utilizing the Siemens Insight program.
- 11) **Interior Landscaping:** Contractor is responsible for the complete care of all live and silk plants located in the common areas (main lobby and elevator lobbies) and specific suites.
- 12) **Interior Music System:** Contractor maintains and services the music system in the elevators and elevator lobby.
- 13) **Janitorial:** Contractor provides customary custodial services for the interior of the Properties, including cleaning of all suite interiors, all common areas, cleaning and re-stocking supplies in all rest rooms, trash removal, floor cleaning, etc. The contractor is also responsible for litter control on all parking lots and garages and may perform additional janitorial services in the garages if needed.
- 14) **Outdoor Landscaping:** Contractor provides landscaping services for the grounds of the Properties, including spring clean-up, flower planting, weeding, watering, fertilizing, and mowing.
- 15) **Recycling Program:** Contractor places and maintains recycling receptacles on the Properties, periodically empties receptacles, and properly disposes of the refuse for recycling.
- 16) **Security:** Contractor provides uniformed, unarmed (with the exception of the ALOB which requires Armed guards) guard security services for the Properties on a 24/7/365 basis to include building exteriors and parking lots. Security duties include monitoring and logging of occupants in the building (after-hours only), responding to alarms and other emergency situations, management of building keys (after-hours only), inspection of building systems, notification and coordination with the Property

Manager, the Building Engineering service provider and other appropriate parties, for related issues and concerns which require action.

- 17) **Snow and Ice Control:** Contractor provides all snowplowing, removal of snow from parking lots and sanding services for the Properties, including all parking lots, shipping and receiving area and plaza and sidewalks if applicable, in order to endure safe and adequate parking and traffic ways for vehicles and pedestrians.
- 18) **Sweeping:** Contractor sweeps parking garages and parking lots.
- 19) **Telecommunication Air Conditioning Maintenance and Repair:** Contractor maintains' and services supplemental cooling units located in data telecommunications rooms.
- 20) **UPS Annual Maintenance:** Contractor provides annual maintenance services to include checking battery status and health of the device to ensure that it is capable of holding a charge and supporting the equipment connected.
- 21) **Window Cleaning:** Contractor provides interior and exterior window cleaning.

As part of the administration, management, coordination, and performance measurement of the State's independent service contracts, Property Manager shall work with the Service Contractors in preparation of monthly management reports, the Annual Facility Operating Plan, and year-end forecast of expenditures. Report due dates shall be cooperatively developed by the parties upon contract award.

SEC. 3.06 BUILDING MANAGEMENT SERVICES

The following is a general list of tasks and services the Property Manager shall provide to the State. These required services are organized into general functional areas as follows:

Building Management and Administration: The Property Manager shall provide a Property Management Program that provides first-class quality administrative services, to include financial and performance reports, personnel management, management plans, operations manuals, work schedules, weekly management reports from all managers assigned to the Properties, personnel training, quality assurance and quality control programs, energy savings management, Americans with Disabilities Act "ADA" compliance enforcement of state regulations, recycling programs, cost containment programs, attendance at all requested meetings involving the Property Manager's areas of responsibilities, and other managerial services to the State and Property tenants.

In addition to the above, Property Manager shall also provide administration, management, coordination, and performance measurement of the State's independent service contracts.

While these services will include representing the State in its relationships with a Property tenant, the contractor will not be responsible for the act of leasing available space on behalf of the state.

The Property Manager shall provide the following services:

SEC. 3.06.1 ANNUAL OPERATING PLAN: The Property Manager shall develop and submit to the State Contract Manager an annual operating plan no later April 1 of each calendar year. The annual operating plan must include current capacity, approach, methods, and specific work steps for implementing and administering the scope of services as defined in this RFP and **Attachment E, Property Management Agreement**. The operating plan shall also include a management plan of action that will be used to guide the Property Manager. The management plan must describe the methodologies, processes, and procedures that will be utilized in the implementation, production, and delivery of the required services.

SEC. 3.06.2 TRAINING: The Property Manager is responsible for developing and delivering any training that is required, or necessary to perform the services required. Upon completion of each training session, the Property Manager shall submit appropriate training documentation to the State Contract Manager of completion of the required training. This training is considered ongoing and shall be conducted as needed for contractors and new Property Management staff.

SEC. 3.06.3 STAFFING PLAN: The Property Manager shall develop a staffing plan and submit the plan to the State Contract Manager no later than April 1 of each calendar year. The Property Manager must provide all necessary personnel to perform the scope of services and provide qualified replacement personnel if necessary. The Property Manager shall provide on-site management coverage 24/7/365 including afternoons, nights, weekends (Saturday-Sunday), and holidays for all Properties.

Property Manager shall select, employ, pay, supervise, and discharge any employees and personnel necessary for the proper performance of this Agreement. All persons so employed by Property Manager shall be employees or independent Contractors of the Property Manager and not of DOT&PF. (Despite the foregoing, the parties acknowledge that the State, and not Property Manager, has retained the Service Contractors to provide services to the state. As such, they are independent contractors of the State, whose services the Property Manager administers, manages, and oversees on behalf of the State.)

Property Manager shall comply with all applicable laws, rules, and regulations concerning workers' compensation, social security, unemployment insurance, hours of labor, wages (including Little Davis-Bacon when applicable), working conditions and other employer/employee-related subjects.

Management staff must also be available on an on-call basis 24/7/365. The staffing plan must reflect this extended management coverage. In the absence of a scheduled manager, the selected Property Manager shall provide State Contract Manager the name of the manager who will take the place of the absent manager.

Building Staffing Requirement:

- Robert B. Atwood Building: On site staffing is required.
- Linny Pacillo Parking Garage: Staffing is shared with Atwood.
- Anchorage Legislative Office Building: On site staffing is required.

SEC. 3.06.4 SAFETY AND LOSS CONTROL SERVICES: The Property Manager shall comply with all Federal, State and Local regulatory requirements for all hazards and shall inform the State Contract Manager in writing within 24 hours of any violation notice or opening conference by any regulatory agency within 24 hours of occurrence.

The Property Manager shall furnish the State Contract Manager a copy of all required annual tests results and inform and provide the State Contract Manager of any abatement and/or response given to any regulatory agency simultaneously at the time the response is issued. The Property Manager is responsible for the following:

- a) **Programs, Rules and Procedures:** The Property Manager is responsible for maintaining the programs, rules, and procedures as set forth below to ensure continued compliance with all Alaska Occupational Safety & Health (AKOSH) requirements, regulatory standards, and state policies and rules to ensure the safety of Property users and the adjacent public.

As needed, the selected Property Manager shall develop and provide recommendations related to the programs, rules, and procedures for State Contract Manager approval.

The Property Manager shall confer with the appropriate State and departmental officials, as required to develop programs, rules and procedures that support State safety and loss control objectives. Recommended procedures, rules and programs must be provided in the format designated by the State Contract Manager.

In addition to developing rules, programs, and procedures for the safety and loss control areas listed below, the selected Property Manager shall utilize all reasonably available means to eliminate or control hazards and risks in carrying out the following responsibilities: The Property Manager must maintain, update and comply with all AKOSH rules, regulatory standards and procedures as set forth below:

- Planning, organizing, coordinating, instituting, maintaining and monitoring programs including occupational and health hazards controls, loss control and safety.
- Developing and maintaining safety policy and standard operating procedures; in accordance with AKOSH and other applicable standards.
- Disseminating knowledge of applicable safety standards and emergency procedures to employees through the issuance of safety procedures, training, and attendance at education programs including monthly meetings with documented minutes submitted to the State Contract Manager.
- Identifying hazards and instituting corrective action for their elimination or control; within a reasonable timeframe following identification of the hazard.
- Advising and assisting in the investigation of accidents and losses to determine causes; developing programs to reduce, control, or eliminate liability exposure.
- Ensuring persons who become injured or medically ill, while on Property premises, receive prompt, safe, effective first aid and appropriate medical attention.
- Ensuring the selected Property Manager reports all accidents, incidents, and injuries occurring on Property premises, and follows all policies and procedures for documenting promptly, accurately, and appropriately.
- Ensuring that safe, secure, sanitary housekeeping conditions are maintained at all times throughout the Properties.
- Analyzing and updating (as appropriate) recommended adaptation of existing state response procedures for the Properties, for the following emergency/ incident categories:
 - Fire
 - Injury to the Public
 - Bomb threats
 - Biological and Chemical threats
 - Utility interruption
 - Demonstration/civil unrest
 - Explosion
 - Collapse
 - Imminent danger
 - Emergency evacuation

- b) Property Claims:** The State maintains self-insurance and property insurance for the Properties. The selected Property Manager shall respond to property claims as directed by Risk Management and the State Contract Manager. The selected Property Manager shall be responsible for:

- Submitting property claims and support documents to State Risk Management in a manner prescribed by Risk Management and the State Contract Manager; and
 - Maintaining related files.
- c) **Liability Claims:** The Property Manager shall respond to liability claims related to the Properties as directed by the Risk Management and the State Contract Manager. The selected Property Manager shall be responsible for:
- Submitting property claims and support documents to Risk Management in a manner prescribed by Risk Management and the State Contract Manager; and
 - Maintaining related files.

SEC. 3.06.5 PROCESSING INVOICES & PAYMENT FOR ATWOOD AND LPPG: Property Manager shall accept, review, verify, track, and make payment recommendations to the State Contract Manager in response to all invoices submitted by Service Contractors, vendors, and suppliers to Property Manager. The recommendation shall be in the form of a monthly Contractor invoice summary.

When processing invoices, Property Manager shall group invoices in batches and provide written verification within the monthly Contractor invoice summary that the invoices are valid and true and should be paid. By submission of the monthly Service Contractor invoice summary, Property Manager is certifying the work has been successfully completed and/or parts/supplies have been received. In addition to the monthly Contractor invoice summary, each invoice in the batch shall be approved by the Property Manager for further processing.

Upon receipt of each batch, the State Contract Manager shall review and seek additional information as needed from Property Manager. Once approved by the State Contract Manager, the batch is logged and sent forward to DOT finance for final payment to the vendors.

It is critical for invoice processing, approval, and submission to the State Contract Manager be completed timely by Property Manager to ensure the state avoid penalties and complaints from vendors.

SEC. 3.06.6 PROCESSING INVOICES & PAYMENT FOR ALOB: Property Manager shall accept, review, verify, track, and make payment recommendations to the LAA Executive Director or designee in response to all invoices submitted by Service Contractors, vendors, and suppliers to Property Manager. The recommendation shall be in the form of a monthly Contractor invoice summary.

When processing invoices, Property Manager shall group invoices in batches and provide written verification within the monthly Contractor invoice summary that the invoices are valid and true and should be paid. By submission of the monthly Service Contractor invoice summary, Property Manager is certifying the work has been successfully completed and/or parts/supplies have been received. In addition to the monthly Contractor invoice summary, each invoice in the batch shall approved by the Property Manager for further processing.

Upon receipt of each batch, the LAA Executive Director or designee shall review and seek additional information as needed from Property Manager. Once approved by the LAA Executive Director or designee, the batch is sent to the State Contract Manager with the Division of Facilities Services for processing payment. Once approved for payment by the State Contract Manager, the batch is logged and sent forward to DOT finance for final payment to the vendors.

Monthly, or as required, LAA will provide funding to DFS for payment to be made by DFS to vendors.

It is critical for invoice processing, approval, and submission to the LAA Executive Director be completed timely by Property Manager to ensure the state avoid penalties and complaints from vendors.

SEC. 3.06.7 ANNUAL FACILITY OPERATING PLAN: Within three months of the contract commencement date and annually thereafter, the Property Manager shall prepare and submit to the State Contract Manager a draft the Operating Budget for each facility by April 1st of each year for review, comment, and approval by the State Contract Manager. A final Facility Operating Budget must be in place by July 1st and be based on the States’ fiscal year from July 1 to June 30 of each year. The Property Manager shall submit a draft format to the State Contract Manager for consideration and approval within one month of the contract service commencement date.

The Facility Operating Plan for each building must include the Property Manager's month by month estimate of projected revenues, expenses, and net operating cash for each facility.

Included in each facility budget shall be the following sections:

a) Property Profile

- 1) Total USF
- 2) Total occupied State USF
- 3) Total occupied Private USF
- 4) Percentage of occupancy by State, Private, Vacancy
- 5) Lease Expiration Projections: USF & the above percentages for each of the next 5 years

b) Leasing Plan

- 1) Current Market Overview
- 2) Current Comparable with rates, sf. and terms
- 3) Project Leasing Activity
 - i. Renewals: suite#, tenant name, date of expiration/commencement, projected rate, term, tenant improvement allowance, - Current Year
 - ii. Expirations: suite#, tenant name, sf., total sf. by year, date of expiration - 5 year forecast
- 4) Future Rent Analysis
 - i. Identify: suite no., private tenant, lease dates, revenue for tenant for 5 years

c) Fiscal Operating Budget and Expenditures

- 1) List detailed expenditures by month and general ledger account number using the accounting elements provided by the State Contract Manager
- 2) Provide totals by month and GL account
- 3) Provide GL Account Description summary and budgetary narrative as requested by the State Contract Manager

d) Spend Analysis

- 1) Perform various forms of analysis of budget, expenditures, and projection data to aid in evidence based financial decisions and planning for each facility.

Subject to reasonable notice, other periodic forecasting shall be provided by the Property Manager as required by the State Contract Manager.

SEC. 3.06.8 FINANCIAL AND CONTRACT MANAGEMENT AND ACCOUNTING: The Property Manager shall provide full financial control, accountability, and reporting of all property related expenses incurred by the Property Manager. All or most expenses related to the annual operation of the Building shall be paid by State although the State Contract Manager may elect to have the Property Manager pay some costs directly

at its own discretion.

The Property Manager shall handle collection of all revenues (defined as "Gross Monthly Collections") due to the State for use of the Properties.

Strict accountability shall be required for all receipts and disbursements related to the Properties. All accounting shall be done in accordance with generally accepted accounting principles. All annual accounting for the obligation of funds will be based on the State's fiscal year (July-June) and the Property manager shall make adjustments necessary to be in compliance with the State's accounting practices and procedures. Diligence is required in collection of rent and initiation of appropriate collection actions as necessary.

The Property Manager shall use a delinquency reporting system to monitor timely receipt of all revenue. The Property Manager's collection role shall be administrative and shall not extend to additional means such as the use of collection agencies or legal proceedings unless directed otherwise.

The Property Manager shall provide the Contract Manager a monthly financial report by the 10th of each month, reflecting the status of each individual revenue and expenditure account, providing both monthly and cumulative totals in a format approved by the State Contract Manager. The State Contract Manager shall distribute the report as needed. All accounting data shall be the property of the State and shall be delivered in both an electronic and paper format approved by the State Contract Manager. Format to be approved by the State Contract Manager within 30 days of contract commencement. Included in the Monthly Financial Report will be the following items:

- a. Statement of Operations - Actual
- b. Variance Report
- c. AIR Aged Delinquent and Prepaid Balances
- d. Received Ledger Report
- e. A/P Check Register
- f. Security Deposit Ledger Report
- g. Distribution List
- h. Detail Summary Rent Roll
- i. Trial Balance - Month activity
- j. Trial Balance - YTD activity
- k. Suite Cash Receipts
- l. Bank Statements: Expense and
- m. Monthly Deposit Logs

In addition to the above, the Property Manager shall provide full contract administration services for the states service contracts. This service includes, but is not limited to the administration, management, coordination, and performance measurement of the State's independent service contracts.

SEC. 3.06.9 ACCOUNTING AND FINANCIAL MANAGEMENT: The Property Manager shall provide to the State Contract Manager by March 15th of each year a report identifying any additional proposed expenditures for the Building. Adjustments will be considered for items that are not scheduled in the current year operating plan but have been identified by Building Engineering and the Property Manager as needed repairs and improvements. The report shall provide item descriptions, cost estimates or proposals and supporting documentation of the need for the work. Items will be reviewed and approved by the State Contract Manager; work shall be completed within a timeframe dictated by the State Contract

Manager.

SEC. 3.06.10 TENANT LEASE SERVICES: The Property Manager shall provide responsive tenant lease services and administration of tenant leases. "Tenant Lease Services" is defined, at a minimum, as responsive handling of routine, customary, and special or unique problems, needs and issues relating to use of the Building by all public and private occupants, including those relating to all maintenance and operation services and common area usage issues.

The Property Manager shall use a computerized system to track tenant lease service activities. The required response time for an initial response shall be same day whenever feasible, but not more than two business days from receipt of a request. The responsibilities under this section are intended to cover routine lease administration. It does not include conducting extensive negotiations on the State's behalf, or paying legal costs to prepare documents.

SEC. 3.06.11 TENANT SERVICES PLAN: As needed, the state reserves the right to request the Property Manager to prepare an annual plan for the provision of Tenant Lease Services. The plan shall address at a minimum the means by which positive tenant relations will be fostered, the methods for measuring tenant satisfaction, the means and frequency of disseminating information that is useful or needed by building tenants. If requested, there shall be no additional cost to the state for the development of this plan.

SEC. 3.06.12 PRIVATE TENANT LEASES: The Property Manager shall familiarize themselves with the terms and conditions of the Atwood, LPPG, and ALOB private leases. The Property Manager shall also be required to act as the State's agent for the sole purpose of providing administration of all private leases, which includes, but is not limited to, the adjusting of rents, interpreting language in the lease, tracking and fulfilling notice requirements, processing renewals subject to the approval of the State Contract Manager, enforcing lease provisions, serving and receiving notices (unless inconsistent with the lease terms), and all other matters related to the customary administration of tenant leases.

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

Tenant Solicitation Prohibited: Unless given prior authorization in writing by DOT&PF, Property Manager agrees, during the Term, and for a period of ninety (90) days thereafter, that it will not solicit, directly or indirectly, any Tenant, while that Tenant has any unexpired leasehold rights with respect to the Properties, to lease space within any other property in lieu of any space which such Tenant actually occupies within the Building.

SEC. 3.06.13 ROUTINE MAINTENANCE AND MINOR TENANT IMPROVEMENT MANAGEMENT SERVICES: The Property Manager shall provide scope development and management services for routine repairs, replacement, and maintenance projects for the Building. This includes scheduling and monitoring work performance, as may be needed to accomplish these activities consistent with approved budgets and as authorized by the State Contract Manager. If procurement action is required for routine maintenance and minor tenant improvements, the state shall be responsible for conducting the procurement in accordance with AS 36.30.

"Routine Repairs, Replacement and Maintenance" is defined as any single item or project with a total cost or value of \$25,000 or less and that is included in the Annual Facility Operating Plan, including tenant renovation and remodeling projects that fit within the \$25,000 limit. Routine maintenance management services shall be provided as part of the Building Management Fee.

SEC. 3.06.14 MANAGEMENT OF COMMON SPACE AREAS: The Property Manager shall perform scheduling for the State's use of the Atwood Conference Center Rooms 102, 104, 106, and suite 1236. These services include the management and set-up of audio-visual and teleconferencing equipment provided by the State, and may include the physical set-up of chairs, tables, and the opening/closing of the demising wall.

SEC. 3.06.15 BUILDING VENDING & BREAK ROOMS: Property Manager shall maintain Building owned equipment and appliances and ensure they are maintained and in good working condition.

SEC. 3.06.16 MAIL ROOM: The Property Manager shall maintain the mailbox key distribution list, ensure accountability, and provide updated mailbox labels.

SEC. 3.06.17 BUILDING CARD KEY SYSTEM, CONVENTIONAL KEYS, AND SURVEILLANCE SECURITY SYSTEM: The Property Manager will be issued one (1) Building Master key and other related keys. Property Manager shall ensure Building Management keys, janitorial staff keys and security staff keys are kept secure and accounted for. Other keys maintained currently in the Building Management office, shall be kept secured in the office.

The Property Manager is responsible for co-maintaining the current Preparatory Control Systems Corporation, Link-ID (PCSC) system. There are approximately 1,100 active key cards at the time this RFP is being issued. The Property Manager is responsible for processing user applications and providing the key card to the user. The State maintains activation and deactivation of the cards accordingly.

Property Manager is responsible for coordinating the maintenance of the OnSSI, Video Security System activated in various locations throughout Atwood, LPPG.

While the state is responsible for the cameras and keycards for all DOA facilities, the building manager is responsible for viewing of the cameras and obtaining requests for camera footage from local law enforcement. The ALOB building manager is responsible for all aspects of security including the security contract, access control, and cameras. The following table demonstrates which party is responsible for certain actions.

Task	Atwood and LPPG Responsible Party	ALOB Responsible Party
Maintaining PCSC System	State and Property Manager	Property Manager
Processing Applications	Property Manager	Property Manager
Provide Key Card to User	Property Manager	Property Manager
Card Activation and Deactivation	State	Property Manager
Maintenance Coordination	State	Property Manager
Viewing Cameras	Property Manager	Property Manager
Receiving Requests for Footage from local Law Enforcement	Property Manager	Property Manager
Copying Footage for Law Enforcement Requests	State	Property Manager
Providing Footage to Law Enforcement	Property Manager	Property Manager

SEC. 3.06.18 MANAGEMENT REPORTING: The Property Manager shall provide monthly management reports by the 10th of each month, in a format approved by the State Contract Manager. Each report must include at least the following information:

- a. Executive summary
- b. Leasing
 1. Deferred Conditions Report
 2. Stacking Plan - USF and RSF
- c. Management
 1. Building Activity
 - i. Major Projects / General Building
 - ii. Engineering / Life Safety
 - iii. Engineering General Contractor Assistance
 - iv. Miscellaneous
 - v. Monthly Parking Summary
- d. Miscellaneous
 1. Building notices
 2. Building meetings
 3. Incident Reports
 4. Other

SEC. 3.06.19 ON SITE MANAGEMENT & OFFICE: The Property Manager shall staff, assign work, and supervise all employees engaged in the administration and operation of the Properties. The Property Manager must maintain an on-site office open and staffed at all times during normal business hours at the Atwood Building and the ALOB. The Property Manager's Building Manager must be located on-site at the Atwood and ALOB.

The State and the LAA will provide adequate space within the Atwood and ALOB buildings for the Property Manager's on-site offices at no additional cost to the contractor. The Property Manager shall provide all fixtures, furnishings, and equipment necessary to perform the services required by this RFP. The Property Manager shall provide an email address for the Building Manager for communications with the State Contract Manager, the Building Engineer and other appropriate parties.

The Property Manager is prohibited from performing any work not related to this contract from this Office.

SEC. 3.06.20 EMERGENCY RESPONSE: The Property Manager shall provide a cell phone for the Building Manager for after-hours use. The Building Manager shall be responsible for reacting to all Building related emergency calls immediately and shall notify and coordinate with the State Contract Manager, 24 hours a day / seven days a week. The Property Manager shall also be responsible for reacting to all Building related emergency calls immediately at LPPG where an on-site Building Manager is not required.

In the event of an emergency in which there is an immediate danger to persons or property at the Building, or in which action is required in order to avoid suspension of services, the Property Manager shall be required to take such action as is reasonable and prudent under the circumstances. The Property Manager will be reimbursed for any reasonably necessary expenses incurred in such action even if not in an approved budget, so long as the Property Manager attempts to consult with the State Contract

Manager in advance and, in any event, notifies the State Contract Manager within forty-eight (48) hours explaining the reasons for taking the required actions.

SEC. 3.06.21 MISCELLANEOUS SERVICES FILE MANAGEMENT: The Property Manager shall maintain the current Building File System to include Reports, Historical Documents, etc. All files shall be kept at the on-site office. The Property Manager is required to keep files orderly and available to the State Contract Manager upon request.

SEC. 3.06.22 TENANT AND VENDOR REQUIREMENTS: The Property Manager is required to provide a system which ensures all contractors and vendors working in the Building (as hired by State) and all private tenants leasing space in the Building, have a Certificate of Insurance with the State of Alaska as the Certificate Holder. Property Manager is to notify all contractors, vendors and tenants prior to expiration of an insurance certificate.

The Property Manager shall ensure strict compliance with all applicable environmental laws, regulations, rules and ordinances at the Building. As part of this duty, the Property Manager shall actively monitor all compliance efforts. These requirements are discussed in more detail in Item 4 above.

SEC. 3.06.23 PROCURING SUPPLIES: The Property Manager shall obtain supplies from vendors which provide the highest level of savings, and quality products that meet any specific requirements for the Building. The Property Manager, as requested by the State Contract Manager shall provide proof in the form of documentation validating the efforts undertaken by the Property Manager to ensure pricing was competitive and reasonable. A purchase order system shall be maintained and implemented. All purchases over \$500.00 require a written Purchase Order and must be pre-approved by the State Contract Manager.

SEC. 3.06.24 INCIDENT AND SECURITY REPORTS: The Property Manager shall maintain a file and schedule of all incident and security reports filed by tenants, visitors, etc. Property Manager shall work with the State Contract Manager and Risk Management for claims resulting in injury, theft, or other related items.

SEC. 3.06.25 PARKING LOT ENFORCEMENT AND MONITORING: The Property Manager is responsible for coordination of policing of all exterior parking lots, the underground garage at the Atwood and the LPPG. Enforcement is described as at least daily visual inspection of the parking lots to ensure compliance and monitor parking violations such as parking in an ADA space, parking in multiple spaces, etc. as well as ensuring employees utilize the parking tag provided by the state to place in their vehicles.

Violators are to be towed or ticketed. One warning ticket is to be issued to violators. The Property Manager is to maintain a log of vehicles receiving tickets. Upon the second violation, Property Manager shall coordinate towing of the vehicle at the vehicle owners expense and liability. The Property Manager shall immediately tow any vehicle parked in a designated handicap parking space or contact Anchorage Police for the Anchorage locations and a ticket issued.

The Property Manager shall maintain a log of hanging tags issued to private and State building occupants by month where applicable. The log for underground parking at the Atwood Building shall include, vehicle description, license plate number, hanging tag number and card key number. Additionally, the guards watch the cameras 24/7 and police the lots/garages for vagrants and any potential crimes i.e. theft, vandalism

SEC. 3.06.26 MEETINGS: The Property Manager shall be available to meet weekly with the State Contract Manager and the Building Engineering staff. The Property Manager shall take meeting minute notes and provide all attendees with copies and noted action items within two days of the meeting.

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

The Property Manager shall attend all meetings as reasonably requested by the State Contract Manager.

Additional Services: At the State Contract Manager sole discretion, the Property Manager may be required to provide the following additional services.

SEC. 3.06.27 ADDITIONAL SERVICES: The State Contract Manager may direct the Property Manager to perform, or the Property Manager may submit a proposal to the State Contract Manager that it perform, one or more additional tasks concerning the oversight, operation, and maintenance of the Properties or the administration and management of the Service Contractors. If directed by the State Contract Manager, or if the State Contract Manager approves the Property Manager's request, the Property Manager will perform the services without the need for the State Contract Manager to solicit competitive proposals so long as the inclusion of the additional tasks does not result in a material amendment of the Property Management contract.

SEC. 3.06.28 PRIVATE TENANT LEASING & MARKETING SERVICES: The State intends to handle the negotiation activities needed to affect this goal using other resources.

The Property Manager will not be asked to provide services to market available space or broker new leases as part of the base property management contract. However, if for any unforeseen reason this situation changes, the Property Manager may be required to provide space marketing and leasing services on a limited basis. If the State Contract Manager requests these activities, they shall be formalized by the issuance of an anticipated amendment by the Procurement Officer of Record and the Property Manager shall be compensated by payment of a negotiated building leasing fee based on the hourly rates offered on **Attachment A, Cost Proposal**.

SEC. 3.06.29 PROJECT MANAGEMENT AND COORDINATION SERVICES: The Property Manager may be required to provide project coordination, development, management, and construction administration services for building repairs, tenant improvements, and remodeling. The State Contract Manager will determine which projects will be managed by DOT&PF resources and which will be assigned to the Property Manager.

Project Coordination Services for DOT&PF Managed Projects: For projects managed by DOT&PF resources, the Property Manager will provide project coordination amongst building activities, tenants and stakeholders to assist the projects to completion. The Property Manager shall submit a Project Coordination Proposal to the State Contract Manager. Upon acceptance of the Project Coordination Proposal, the State Contract Manager will issue a Notice to Proceed (NTP) to formally assign the project coordination services to the Property Manager. Changes to the approved NTP must be completed with the issuance of an NTP modification that must be mutually approved and include a detailed description of the change to the original NTP.

The Property Manager shall be compensated for Project Coordination Services based on the hourly rates offered on **Attachment A, Cost Proposal**. The Project Coordination Proposal submitted to the State Contract Manager must include the number of anticipated hours for each Job Classification Manager that will be required to perform the requested Project Coordination Services for the project.

Project Management Services for Projects assigned to the Property Manager: For projects assigned to the Property Manager for Project Management, project management activities include, but are not limited to, stakeholder management and engagement, project development, budget development, design and construction services scope development, coordination with State personnel for the State procurement of design or construction services, coordination with State contractors, vendors, and consultants, and management of the design and construction contracts procured by the State, in accordance with DOT&PF standards of design and construction.

For each project assigned to the Property Manager for Project Management Services, the Property Manager shall submit a Project Management Proposal to the State Contract Manager. Upon acceptance of the Project Management Proposal, the State Contract Manager will issue a Notice to Proceed to formally assign the project to the Property Manager. Changes to the approved NTP must be completed with the issuance of an NTP modification that must be mutually approved and include a detailed description of the change to the original NTP.

The Property Manager shall be compensated in based on the hourly rates offered on **Attachment A, Cost Proposal**. The Project Management Proposal submitted to the State Contract Manager must include the number of anticipated hours for each Job Classification Manager that will be required to perform the requested Project Management Services for the project.

This subsection applies to work other than routine repairs, replacement, and maintenance that are included in the Annual Facility Operating Plan.

SEC. 3.06.30 OTHER BUSINESS OFFICE SERVICES: The Property Manager may be requested to provide additional business office support services at the Properties. This additional work must be pre-approved by the State Contract Manager. This could include providing mail room and delivery services, providing and managing office copiers, computers and other office equipment, and other similar office support services for tenants and users of the Properties. Activity required under this requirement shall be formalized by the issuance of an anticipated amendment by the procurement officer of record and the Property Manager will be compensated by payment of a negotiated business support services fee based on the hourly rates offered on **Attachment A, Cost Proposal**.

SEC. 3.07 CONTRACT TERM AND WORK SCHEDULE

Contract Term: The length of the contract will be from commencement date (estimated 4/1/2021) as seen on the Property Management Agreement at execution through June 30, 2022. This contract has five, one-year optional renewals to be exercised solely by the state.

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

Work Schedule: Services to be provided by the Property Manager on a 24/7/365 basis from contract award to contract expiration.

The Atwood On-Site Property Management Office must be staffed from 8:00am to 5:00pm Monday through Friday. Property Management staff must be focused solely on the management of the facilities and must not perform any services for any other client during normal business hours. If Property Manager staff are found to be performing services as a private broker or real estate agents on site, the Property Manager must notify the

State Contract Manager within 24 hours and the individual must be removed from the contract immediately. The vendor must be available 24/7/364 for response to the building within 30 minutes of an emergency someone must be on site with the Atwood building manager.

SEC. 3.08 CONTRACT TYPE

This contract is a fixed fee contract. The successful Offerer shall be required to sign **Attachment E, Property Management Agreement**. Offerers are advised to carefully and thoroughly review this attachment. Objections to this attachment must be brought forth in the technical proposal submitted by an offeror.

SEC. 3.09 PROPOSED PAYMENT PROCEDURES

The Building Management Fee shall be paid in monthly installments as outlined in **Attachment A, Cost Proposal** and memorialized in the Exhibit B of the Property Management Agreement. Building Support Service, Project Coordination, Project Management, and Building Leasing Service Fees shall be paid as outlined in the Property Management Agreement.

SEC. 3.10 PROMPT PAYMENT FOR STATE PURCHASES

Not Applicable to this project.

SEC. 3.11 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation and Public Facilities or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.12 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through June 30, 2022.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average July to December 2020 and each January through June thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

This annual price adjustment is limited to a maximum of 3%. If the CPI calculations indicate a price increase greater than 3%, the price adjustment shall be 3%.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SEC. 3.13 MANDATORY REPORTING

Not applicable to this project.

SEC. 3.14 LOCATION OF WORK

The location(s) of the Properties to be managed are:

- Robert B. Atwood Building, 550 West 7th Avenue, Anchorage
- Linn Pacillo Parking Garage, 517 West 7th Avenue, Anchorage
- Anchorage Legislative Office Building, 1500 West Benson Blvd, Anchorage

The State will provide workspace for the Property Manager at the Robert B. Atwood building and the Anchorage Legislative Office Building.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 3.15 THIRD-PARTY SERVICE PROVIDERS

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) **SOC 1, SOC 2, OR SOC 3** report(s). Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default.

SEC. 3.16 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.17 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.18 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.19 F.O.B. POINT

In the event any goods are purchased through this contract, the F.O.B. Point shall be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 3.20 CONTRACT PERSONNEL

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the State Contract Manager. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.21 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.22 LIQUIDATED DAMAGES

Not applicable to this project.

SEC. 3.23 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation and Public Facilities or the Commissioner's designee.

SEC. 3.24 CONTRACT CHANGES – ANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work.

Any additional work will be within the general scope of the initial contract. When additional work is required, the State Contract Manager will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the State Contract Manager has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation & Public Facilities or the Commissioner's designee.

SEC. 3.25 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

SEC. 3.26 INDEMNIFICATION

Property Manager shall indemnify, defend, and hold harmless the State of Alaska from and against any claim of, or liability for, negligent acts, errors, and omissions of Property Manager under this agreement. Property Manager is not required to indemnify, defend, or hold harmless the State for a claim of, or liability for, the independent negligent acts, errors, and omissions of the Department of Transportation & Public Facilities. If there is a claim of, or liability for, a joint negligent act, error, or omission of the Property Manager and DOT&PF,

the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis.

In this provision, “Property Manager” and “DOT&PF” include the employees, agents, and contractors who are directly responsible, respectively, to each. “Independent negligent acts, errors, and omissions” means negligence other than in DOT&PF’s selection, administration, monitoring, or controlling of the Property Manager, or in approving or accepting the Property Manager’s work.

SEC. 3.27 INSURANCE REQUIREMENTS

Without limiting Property Manager’s indemnification obligation, Property Manager shall purchase at its own expense and maintain in force at all times during performance of services under this Agreement, the following policies of insurance. When specific limits are shown, it is understood that they shall be the minimum acceptable limits. If Property Manager’s policy contains higher limits, Owner shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to State Contract Manager prior to beginning work and must provide for a thirty (30) day prior notice of cancellation or nonrenewal. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Agreement and shall be grounds for termination of Property Manager’s services. All insurance policies shall comply with, and be issued by, insurers licensed to transact the business of insurance in Alaska under AS 21.

COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial general liability insurance must be carried with a combined single limit of not less than \$5 (five) million per occurrence/annual aggregate. The insurance shall protect against claims which may arise out of or from Property Manager’s operations at the Building, including its obligation to Owner under the indemnity clause in this Agreement. Such insurance shall be endorsed to add Owner as additional insured. Such insurance shall be considered to be primary to any other insurance carried by Owner through self-insurance or otherwise and shall contain a “cross liability” or “severability of interest” clause or endorsement. Such insurance shall not exclude coverage for damage to real and personal property of others in Property Manager’s care, custody or control. Property Manager shall be obligated to pay all applicable deductibles.

WORKERS’ COMPENSATION INSURANCE: Workers’ compensation insurance must be carried for all Property Manager’s employees engaged in work under this Agreement, coverage as required by AS 23.30.045. The policy must waive subrogation against Owner.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: Commercial automobile liability insurance must be carried covering all vehicles used by Property Manager in the performance of services under this Agreement, with minimum coverage limits of \$1 (one) million combined single limit per occurrence.

FIDELITY BOND: Property Manager shall procure and maintain at all times a business services bond that protects the State against loss arising from the want of honesty, integrity, or fidelity of Property Manager’s employee(s). The bond amount shall be \$1,000,000. .

SEC. 3.28 TERMINATION FOR DEFAULT

If the State Contract Manager or procurement officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor’s right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights as seen in Section 11 of **Attachment E, Property Management Agreement**.

SECTION FOUR PROPOSAL FORMAT AND CONTENT

SEC. 4.01 TECHNICAL PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

OFFERORS RESPONSE: Proposals must include with the proposal written narrative statements that include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must also confirm the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder.

Proposals must be signed by a company officer empowered to bind the company.

An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 PRIOR EXPERIENCE AND QUALIFICATIONS

The following offeror response items must be submitted to validate the offeror meets or exceeds the minimum prior experience requirements as stated in Section 1.05. **Each Offerors Response item should be addressed individually for ease of evaluation.**

The following response items are required for the Offeror - Company.

OFFERORS RESPONSE: Offerors must submit detailed written narrative statements demonstrating specifically how the offering company meets or exceeds the minimum prior experience requirement as defined in Section 1.05 – Company, (items 1 & 2), to include qualifications and experience relative to the specific services required for the proposed engagement. The statements should also discuss your firm's ownership structure, headquarter and branch or subsidiary offices, as well as the firms' size, and capabilities in terms of personnel and equipment.

OFFERORS RESPONSE: Offerors must submit comprehensive narrative statements defining and describing the integrated, web-based management system proposed to include a description of the maintenance work order system and real estate portfolio and accounting programs as seen in Section 1.05 - Company, (item 3). Offerors should also provide sample report formats for all required reporting activity.

OFFEROR RESPONSE: Offerors must submit at least three, but no more than five references. Each reference must have a commercial relationship with the Offeror and must be able to attest to the Offerors provision of similar or related property management services. The State reserves the right to speak to others with knowledge of the services provided if the person listed as the reference is not available. The State also reserves the right to request additional references.

OFFERORS RESPONSE: Offerors must submit a list of current contracts with any State of Alaska entity or other clients in which the proposed Project Staff are participating.

The following response items are required for General Staff Information:

OFFEROR RESPONSE: For each person named as a staff member that will provide services under the intended contract, offerors must identify the individual’s job title, applicable professional licenses and certificates and provide three professional references to include email and phone contact information.

OFFERORS RESPONSE: Offerors must submit written narratives that discuss both current and potential time commitments of the proposed project staff and indicate if they will be serving other contracts.

OFFERORS RESPONSE: Offerors must submit narrative statements that demonstrate adequate support personnel, facilities and other resources to provide the services required.

The following response items are required for Specific Staff:

Company Property Accountant:

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements demonstrating how the proposed Company Property Accountant meets or exceeds the minimum prior experience requirement as defined in Section 1.05 – Company Property Accountant (items 1 & 2). Offerors must also describe the work to be performed by this individual and submit a copy of the offered Company Property Accountants Alaska Certified Public Accounting License.

Atwood On-Site Building Manager:

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements demonstrating how the offered Atwood On-Site Building Manager meets or exceeds the minimum experience requirements as seen in Section 1.05 – Atwood On-Site Building Manager (items 1, 2, and 3). Each item should be addressed individually for ease of evaluation. Offerors must also describe the work to be performed by this individual and submit a copy of the Atwood On-Site Building Manager’s current Alaska Real Estate License in accordance with AS 08.88.

Atwood On-Site Assistant Building Manager

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements demonstrating how the offered Atwood On-Site Building Assistant Manager meets or exceeds the minimum experience requirements as seen in Section 1.05 – Atwood On-Site Assistant Building Manager (items 1 & 2). Each item should be addressed individually for ease of evaluation. Offerors must also describe the work to be performed by this individual.

Anchorage Legislative Office Building On-Site Building Manager:

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements demonstrating how the offered Anchorage Legislative Office Building On-Site Building Manager meets or exceeds the minimum experience requirements as seen in Section 1.05 – Anchorage Legislative Office Building On-Site Building Manager (items 1, 2, and 3). Each item should be addressed individually for ease of evaluation. Offerors must also describe the work to be performed by this individual and submit a copy of the Anchorage Legislative Office Building On-Site Building Manager’s current Alaska Real Estate License in accordance with AS 08.88.

SEC. 4.04 UNDERSTANDING OF THE PROJECT

The following offeror response items must be submitted to validate the offerors understanding of the project. Please see Section Three for additional information when developing the required responses. **Each Offerors Response item should be addressed individually for ease of evaluation.**

OFFERORS RESPONSE: Offerors must submit comprehensive narrative statements that define and describe specifically how the offeror intends to ensure the proposed Property Management Program will preserve the longevity and functionality of these critical State assets.

OFFEROR RESPONSE: Offerors must submit comprehensive narrative statements that define and describe specifically how the offeror intends to ensure the proposed Property Management Program will provide high quality services that will ensure a clean, safe, and secure environment for users of the Properties.

OFFERORS RESPONSE: Offerors must submit comprehensive narrative statements that define and describe specifically how the offeror intends to ensure the proposed Property Management Program offered is responsive to, and in compliance with, all applicable rules; policies and procedures; and life/safety, environmental, and crisis management requirements.

OFFEROR RESPONSE: Offerors must submit comprehensive narrative statements that demonstrate specifically how the offerors evaluates and measures the effectiveness of its services (i.e., quality assurance programs).

SEC. 4.05 SERVICE CONTRACT MANAGEMENT

The following offeror response items must be submitted to validate the how the offerors intends' to perform the Management of Service Contracts. Please see Section Three for additional information when developing the required responses. **Each Offerors Response item should be addressed individually for ease of evaluation.**

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe how the proposed Property Management Program will provide efficient and effective service delivery across the wide range of service categories, and how this method will benefit the State. These statements must also define and describe the proposed approach for the administration and management of the building services contract portfolio.

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe how the proposed Property Management Program will identify other potential service categories that may provide additional savings and efficiency to the State and provide recommendations and solutions to the State that will result in cost reductions and delivery effectiveness for all service categories.

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe how the offerors intends to measure and evaluate service contractor performance.

OFFERORS RESPONSE: Offerors must submit sample monthly service contract management reports and year-end expenditure forecasts.

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe how the offeror will assist the State with the development of building services requirements and the scope of services for the re-procurement of expiring contracts.

SEC. 4.06 METHODOLOGY TO BE USED

The following offeror response items must be submitted to validate the methodology proposed to perform the required services. Please see Section Three for additional information when developing the required responses. **Each Offerors Response item should be addressed individually for ease of evaluation.**

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the proposed detailed plan for providing the Building Management Services, Building Leasing Services, and Project Management and Coordination Services provided for herein, to include without limitation the following specific topics.

3.06.1 Annual Operating Plan

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the Annual Operating Plan for the provision of the required property management services to include providing details relating to why the proposed operating plan will be beneficial to the State. A sample Annual Operating Plan should also be submitted.

3.06.2 Training

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the training plan that will be implemented by the Property Manager to ensure the Property Manager Staff are properly training to perform the services required under the intended agreement.

3.06.3 Staffing Plan

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the proposed staffing plan at each Property. These narratives should also identify the individual and the role they will be performing. These narratives should also describe the offerors recruitment and hiring practices and policies.

3.06.4 Safety and Loss Control – A-Program, Rules, and Procedures

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the plan and processes that will be implemented to ensure continued compliance with AKOSH rules, policies, and procedures.

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the offerors safety program, safety record, and any anticipated safety risk to include risk mitigation solutions for the identified risks. This narrative should also address how the offerors safety program addresses environmental and other emergencies.

3.06.4 Safety and Loss Control – B-Property Claims

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the Property Claim plan and the processes to be implemented as related to property claims and why the proposed plan will be effective for the State.

3.06.4 Safety and Loss Control – C-Liability Claims

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the Liability Claim plan and the processes to be implemented to address liability claims that could occur at the Properties.

3.06.7 Annual Facility Operating Plan

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the plan and processes that will be utilized to develop the Annual Facility Operating Plan. These narratives should address items found in Section 3.06.6 (A-D) individually for clarity and ease of evaluation.

3.06.9 Accounting and Financial Management

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the proposed Financial Management and Accounting procedures that will be implemented to ensure accurate accounting for the State as related to this project. This narrative should include a description of the offerors methods for budgeting, revenue collection and deposits, account reconciliations, records control, financial reporting, expenditure processing and tracking, meeting the State’s accounting requirements, and financial oversight.

3.06.10 Tenant Lease Services

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the plan and processes that will be implemented to ensure the Property Manager is responsive to tenant requests and leasing services. These narratives should also provide details related the computerized request tracking system used to monitor and track request and define the lease services escalation process in the event a tenant is unsatisfied.

3.06.11 Tenant Services Plan

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe how positive tenant relations will be fostered, maintained, and measured. The narrative should also provide recommended communication methods and describe why the proposed methods are beneficial to the State and building occupants.

3.06.12 Private Tenant Leases

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe how the Property Manager will manage and administer the private leases within the Properties. The narratives should include a description of offerors the experience managing private leases.

3.06.13 Routine Maintenance

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the process that will be implemented and utilized when performing routine maintenance and tenant improvement services. The narrative should indicate why the proposed process will be effective, efficient, and cost effective.

3.06.14 Management of Common Space Areas

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe how the Property Manager intends to manage the Properties conference rooms and ensure the management and set-up of electronic equipment properly. This narrative should also include details of other services that could be provided by the Property Manager and would be beneficial to the state and Property occupants.

3.06.15 Building and Vending Areas and Breakrooms

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe how the Property Manager will ensure the building owned equipment located in the vending and breakrooms are maintained and operational.

3.06.16 Mailroom

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe how the Property Manager intends to maintain the mailbox key distribution system to ensure accuracy and accountability.

3.06.17 Building Key Card System

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe how the Property Manager will ensure building key security and accountability. This narrative should also include a description of the process that will be implemented for the issuance of key cards for the PCSC system and the coordination of maintenance for the OnSSI system.

3.06.18 Management Reports

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe process to be used by the Property Manager to ensure Management Reporting contains the correct information as described in Section 3.06.18 and provide a sample report.

3.06.19 -On-Site Management and Office

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe how the Property Manager intends to maintain and staff the on-site office.

3.06.20 Emergency Response and Communications

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the Emergency Response and Communication plan to be implemented and provide a graphic representation of the Property Managers team involved in emergency response to include the areas of responsibility back up coverage.

3.06.22 Tenant and Vendor Requirements

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe how the Property Manager intends to ensure contractors, vendors, and private tenants have the appropriate insurance coverage and how the Property Manager intends to monitor and notify contractors, vendors, tenants, and the state prior to expiration.

3.06.23 Procuring Supplies

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the proposed purchase order system that will be used, the proposed purchasing process, and explain why the proposed purchasing process will ensure vendor competition, best price, fairness, equality, and appropriate product quality and durability.

3.06.24 Incident and Security Reports

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe how the Property Manager intends to track, monitor, and report all incident and security related activities to the State Contract Manager and any other appropriate authorities.

3.06.25 Parking Lot Enforcement and Monitoring

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the process to be implemented by the Property Manager for Parking Lot monitoring, enforcement, and ticket issuance tracking.

3.06.29 PROJECT MANAGMENT AND COORDINATION SERVICES

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe Project Management techniques and processes to be used to ensure projects assigned to the Property Manager are completed in a timely and efficient manner to meet the budget, scope, schedule, stakeholder, and department requirements.

OFFERORS RESPONSE: Offerors must submit comprehensive written narrative statements that define and describe the any other Business Office Services the Property Manager can provide to the state and describe why the state should consider having the Property Manager perform these services.

SEC. 4.07 COST PROPOSAL

OFFERORS RESPONSE: Offerors must complete and **submit Attachment A, Cost Proposal**. Failure to submit **Attachment A, Cost Proposal** shall result in the proposal being deemed non-responsive and the proposal will be rejected.

The costs offered on **Attachment A, Cost Proposal**, must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, insurance, overhead, taxes, transportation, fees, licenses, certifications, utilities, payroll, hourly costs, and profit.

Attachment A, Cost Proposal is a Microsoft Excel workbook with a single tab. The cost proposal is divided into two parts as seen below:

Part One: **Part One of Attachment A, Cost Proposal** is to collect the offered monthly building management fee for each building. The per-building management fee offered on **Attachment A, Cost Proposal** shall be fixed during the first term of the contract and may be adjusted in accordance with Section 3.12.

Part Two: **Part Two of Attachment A, Cost Proposal** is to collect the offered hourly rates for four specific job classes. The number of hours for each job class seen on Attachment A, are for evaluation purposes only. There is no minimum or maximum number of hours that will be required or approved by the state for additional services. The hourly rates offered will be used to compensate the Property Manager for additional services as defined in Sections 3.06.27-30.

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion seen below and set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Evaluation Category	Weighting	Maximum Score	Applicable Sections
Prior Experience	25%	250 Points	5.01
Understanding of the Project	10%	100 Points	5.02
Service Contract Management	5%	50 Points	5.03
Methodology to be used for the Project	10%	100 Points	5.04
Cost	40%	400 Points	5.05
Alaska Offerors Preference	10%	100 Points	5.06
Total	100%	1,000 Points	

SEC. 4.09: METHOD OF AWARD:

Upon completion of the evaluation, DOT&PF and LAA shall each award individual Property Management Agreements to the apparent awardee. Please see **Attachment E, Property Management Agreement** for additional information. Each shall be a standalone Agreement and shall be administered as unique Agreements by DOT&PF and LAA respectively.

SECTION FIVE EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 5.01 PRIOR EXPERIENCE AND QUALIFICATIONS (25% - 250 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated both the company and the proposed staffing meet or exceed the minimum qualifications outlined in the scope of work through its proposed staffing plan and description of prior experience?
- 2) Does the offeror clearly identify each position in its staffing proposal that will be used to perform the services in this RFP, to include their functional role and duties, and proposed support positions; as well as either the people already identified to fill those positions or its initial recruitment plan?
- 3) Does the offeror's description of its integrated, web based management system include sufficient detail of its work order system, reporting capability, and real estate portfolio and accounting programs; and how that system will be utilized in the performance of the RFP?

SEC. 5.02 UNDERSTANDING OF THE PROJECT (10% - 100 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) Does the proposal identify safety as a key aspect of its property management program, to include how it will handle incident response, life/safety issues, and environmental and crisis management requirements; consider both the proposer's commitment to comply with applicable rules and policies, as well as its commitment to be responsive to the State's needs.
- 2) Is there a clear correlation between the offeror's quality assurance plan and its performance of the RFP services?
- 3) Does the proposal describe in detail how the offeror will evaluate and measure its effectiveness and quality of service delivery? Score higher if the plans demonstrate expertise and a dominant approach, consider scoring lower if the proposal merely restates the requirements without sufficient detail as to how effectiveness and quality will be measured.

SEC. 5.03 SERVICE CONTRACT MANAGEMENT (5% - 50 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) How well does the offeror's property management program describe its experience, methodology, and approach to managing a variety of service contracts similar to those that are included in the RFP on behalf of another entity?
- 2) Does the narrative illustrate the offeror has comprehensive and successful experience with managing a variety of service contracts, to include addressing performance issues in a manner that leads to positive outcomes and results?
- 3) Does the offeror propose cost saving measures and efficiencies for the State that are well defined and actionable rather than vague or ambiguous?

SEC. 5.04 METHODOLOGY TO BE USED (10% - 100 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) Does the proposal provide a detailed plan for how the offeror will accomplish each of the individual tasks and services described in the RFP Section 3.06, Building Management Services?
- 2) Does the offeror demonstrate the capability and willingness to provide each deliverable and perform each task or service?
- 3) How well does the offeror’s methodology match and achieve the objectives set out in the RFP?

SEC. 5.05 CONTRACT COST (40% - 400 POINTS)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15.

SEC. 5.06 ALASKA OFFEROR PREFERENCE (10% - 100 POINTS)

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

SECTION SIX GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in a conference room located in the Atwood Building in Anchorage, Alaska.

If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 6.10 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

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

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

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

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

SEC. 6.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;

- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

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

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

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

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

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 10 \text{ Points for the preference}$$

STEP 2

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

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

STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

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

STEP 4

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

SECTION SEVEN GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit **Attachment E, State's Property Management Agreement**. This form is attached in **SECTION 8. ATTACHMENTS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in **Attachment E, Property Management Agreement** must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 7.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.05 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 7.06 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 7.09 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 DISPUTES

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

SEC. 7.11 SEVERABILITY

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

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION EIGHT ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

Attachment A	Cost Proposal Form
Attachment B	Aerial Photos
Attachment C	Atwood Stacking Plan
Attachment D	LPPG Stacking Plan
Attachment E	Property Management Agreement
Attachment F	Notice of Intent to Award a Contract
Attachment G	Proposal Evaluation Form
Attachment H	RFP Proposal Checklist