

REQUEST FOR PROPOSALS PACKAGE



RETURN THIS PROPOSAL TO THE ISSUING OFFICE:

LEGISLATIVE AFFAIRS AGENCY
Procurement and Supply Section

Issuing Office Mailing Address: State Capitol, 120 4th Street, Room 3, Juneau, AK 99801-1182

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

REQUEST FOR PROPOSALS (RFP) NO. 663

PROPERTY MANAGEMENT SERVICES FOR THE ASSEMBLY BUILDING APARTMENTS

SEALED PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS OR MUST BE EMAILED TO JC.KESTEL@AKLEG.GOV BY 11:30 A.M. ON WEDNESDAY, NOVEMBER 1, 2023. FAXED PROPOSALS ARE NOT ALLOWED.

Offerors Are Not Required to Return this RFP with the Proposal.

Under AS 36.30.020, the Alaska Legislative Council adopted procurement procedures that were based on competitive principles consistent with AS 36.30 and adapted to the special needs of the Legislative Branch. Therefore, the Legislative Branch follows its own procurement procedures (Alaska Legislative Procurement Procedures) and is not subject to the procurement procedures of the Executive Branch. Copies of the Alaska Legislative Procurement Procedures are available upon request or at <https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=137335>

IMPORTANT NOTICE: YOU MUST REGISTER WITH THE PROCUREMENT MANAGER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS, WHETHER YOU RECEIVED THIS REQUEST FOR PROPOSALS (RFP) FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEBSITE, VIA THE MAIL, OR FROM ANOTHER SOURCE. FAILURE TO CONTACT THE PROCUREMENT MANAGER MAY RESULT IN THE REJECTION OF YOUR PROPOSAL. OFFERORS SHALL THOROUGHLY REVIEW ALL THE REQUIREMENTS OF THE RFP WHEN SUBMITTING THEIR PROPOSALS. A PROPOSAL CHECKLIST HAS BEEN INCLUDED FOR OFFERORS TO USE, THE CHECKLIST IS INTENDED AS A REMINDER OF CERTAIN IMPORTANT ITEMS AND IS NOT INTENDED TO BE A COMPLETE LIST OF WHAT MUST BE INCLUDED IN THE PROPOSAL.

JC Kestel, Procurement Manager
PH: 907-465-6705
TDD: 907-465-4980
Email: JC.Kestel@AKLeg.gov

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SECTION ONE - NOTICES TO OFFERORS

1.01 PURPOSE OF RFP

The Legislative Affairs Agency (Agency) is soliciting proposals from qualified Contractors to provide professional property management services for the Assembly Building Apartments (ABA) in Juneau, Alaska. The ABA is a three-story building that will have 14 studio and 19 one-bedroom apartments and an underground parking garage.

A more detailed description of the project including the services that are to be performed are described in section two (RFP Specifications) of this RFP.

1.02 PROCUREMENT MANAGER

The Procurement Manager for this project is the Agency's Procurement Officer. The Procurement Manager's office is located in Juneau, Alaska. EMAIL: JC.Kestel@AKLeg.Gov, PH: 907-465-6705, TDD: 907-465-4980.

1.03 PRE-PROPOSAL TELECONFERENCE AND SITE VISITS

All prospective Offerors are encouraged to attend in person or call into the pre-proposal teleconference. This pre-proposal teleconference will be held on Tuesday, October 17, 2023, at 2:00 p.m., Alaska Time. To attend, Offerors shall either attend in person at the Terry Miller Legislative Office Building (TMLOB) in Juneau, Alaska, located at 129 6th Street, 1st floor conference room, Juneau, Alaska, or call one of the following teleconference lines: 907-586-9085 (Juneau), 907-563-9085 (Anchorage), or 1-844-586-9085 (toll free outside of Juneau and Anchorage).

The purpose of the pre-proposal teleconference and site visit is to discuss details of the RFP with the prospective Offerors and allow them to ask questions concerning the RFP. In person and/or call-in attendance at the pre-proposal teleconference is not mandatory.

Following the teleconference, the Agency will coordinate a site visit of the ABA for the purpose of planning and preparing the Offeror's Proposal for this RFP. The site visit will be limited to 30 minutes and will be limited to certain areas of the facility because of active renovations. All visitors attending the site visit will be required to follow the renovation contractor's visitor requirements and current Legislative Building policies while on site.

The Agency will not provide any information that was given or details that were discussed during the teleconference or site visit to potential Offerors that do not attend the teleconference or site visit. Participants should read the RFP and come prepared to discuss any concerns and ask questions related to the work site.

Questions asked during the teleconference and site visit will be answered in accordance with paragraph 1.10 (Contacts / RFP Questions / Contact Person). The Procurement Manager may request potential Offerors to submit questions in writing for further clarification.

Offerors with a disability needing accommodation should contact the Procurement Manager prior to the date set for the pre-proposal teleconference and site visit so that reasonable accommodation can be made.

1.04 SCHEDULE OF EVENTS

This schedule represents the Agency's best estimate. If one component is delayed, the remainder of the schedule may be shifted an equivalent number of days at the Agency's discretion.

RFP Issue Date	October 10, 2023
Pre-proposal Teleconference and Site-visit	October 17, 2023
Deadline for Written Questions	October 20, 2023
Deadline for Receipt of Proposals and Proposals Opened	November 1, 2023
Notice of Intent to Award Contract Issued (NIA)	November 17, 2023
Agency Signs Contract	November 28, 2023

1.05 RIGHT OF REJECTION

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

The Procurement Manager may waive minor informalities that:

- a) do not affect responsiveness;
- b) are merely a matter of form or format;
- c) do not change the relative standing of or otherwise prejudice other offers;
- d) do not change the meaning or scope of the RFP;
- e) are trivial, negligible, or immaterial in nature;
- f) do not reflect a material change in the work, services, or products requested; or
- g) do not constitute a substantial reservation against a requirement or provision.

1.06 PHOTOCOPIES

Photocopied proposals may be submitted. However, at least one original document, with an original signature on the enclosed Proposal and Price Offer Forms, must be submitted.

If the Offeror chooses to submit their proposal through email, a scanned copy of the original signed document, submitted by email, is sufficient to meet the requirement of this section. However, at any time, the Procurement Manager may request that an Offeror provide the Procurement Manager with the original signed document. If requested by the Procurement Manager, the Offeror shall deliver the original signed document to the Procurement Manager within five (5) business days of the request. Failure to provide the Procurement Manager with an original signed document under this paragraph may result in an Offer being determined to be nonresponsive or termination of a Contract resulting from this RFP.

1.07 ALASKA BUSINESS LICENSE AND LEGAL ENTITY

The Offeror must have a current, valid Alaska business license when the proposal is submitted. The Offeror must include the business license number in the cover letter or provide a copy of the business license with the Proposal. The Offeror must include in the cover letter the type of legal (e.g., corporate) entity of the Offeror and the current status of that entity. If the Offeror is a corporation or a limited liability company, the business entity must be in good standing with the State of Alaska Department of Commerce, Community, and Economic Development at the time of proposal submission. **For more information regarding an Alaska business license or legal entity's status, please contact the Division of Corporations, Business and**

Professional Licensing in the Department of Commerce, Community, and Economic Development at (907) 465-2550 or visit: <https://www.commerce.alaska.gov/web/cbpl>. If an Offeror fails to comply with this paragraph, the Agency reserves the right to disregard the proposal.

1.08 U.S. FUNDS

Prices quoted shall be in U.S. funds.

1.09 TAXES

All proposals shall be submitted exclusive of federal, state, and municipal taxes.

1.10 CONTACTS / RFP QUESTIONS / CONTACT PERSON

AN OFFEROR OR THEIR AGENT MAY NOT CONTACT ANY MEMBER OF THE PROPOSAL EVALUATION COMMITTEE (PEC), THE STAFF OF A MEMBER OF THE PEC, OR ANY MEMBER OF THE LEGISLATURE OR THEIR STAFF REGARDING THIS RFP. All questions concerning this Request for Proposals must be directed to the Procurement Manager.

There are generally two types of questions:

(1) A question which can be answered by directing the Offeror to the specific section of the RFP where the information is found. Response to these questions may be given over the phone or email but are limited to directing the Offeror to a portion of the RFP which can then be read by the Offeror.

(2) A question that would require the Procurement Manager to clarify or interpret part of the RFP or its intent. Response to this type of question will not be given except in writing via amendment to the RFP, and Offerors must put these questions in writing; "writing" includes, but is not limited to, email; these questions should be received by the Procurement Manager at least ten (10) days prior to the deadline for receipt of proposals.

The Procurement Manager is JC Kestel, Legislative Affairs Agency, State Capitol, 120 4th Street, Room 3, Juneau, Alaska. EMAIL: JC.Kestel@AKLeg.Gov, PH: 907-465-6705, TDD: 907-465-4980.

1.11 REVIEW OF RFP

Offerors shall carefully review this RFP, without delay, for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material must be made in writing and should be received by the Procurement Manager at least ten (10) days before the deadline for receipt of proposals. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of an Offeror's proposal upon which award could not be made.

1.12 PROPOSAL SUBMISSION, DELIVERY, AND ACCEPTANCE

An Offeror must submit and deliver its proposal in one sealed package to the issuing office identified on Page 1 of this RFP or may email its proposal to the Procurement Manager at the email address shown on Page 1 of this RFP, no later than the date and time listed on Page 1 of this RFP as the deadline for receipt of proposals. If mailed or hand delivered, the package must

be marked on the outside to identify the RFP and the Offeror. If emailed, the email must contain the RFP number in the subject line of the email.

An Offeror must complete and submit the form in attachment 5.03 (Cost Proposal Form) separately from the Offeror's Technical Proposal.

Only one (1) copy of the form in attachment 5.03 (Cost Proposal Form) should be submitted in a separate sealed envelope or PDF document marked COST PROPOSAL with the RFP number on the outside of the envelope or the COST PROPOSAL shall be emailed in the form of a PDF document labeled COST PROPOSAL with the RFP number in the subject line of the email.

One (1) copy of the TECHNICAL PROPOSAL with the remainder of the offer shall be submitted in a sealed envelope or container with the RFP number on the outside of the sealed envelope or container; or the TECHNICAL PROPOSAL with the remainder of the offer shall be emailed in the form of a PDF document labeled TECHNICAL PROPOSAL with the RFP number in the subject line of the email that the PDF forms are sent in.

Emailed proposals must be submitted as an attachment in PDF format. The PDF document should be named in a format such as "Offeror A – Cost Proposal for RFP 663.pdf" (Offeror A is the name of the Offeror).

Please note that the maximum size of a single email (including all text and attachments) that can be received by the Agency is 50 megabytes (mb). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 50mb and each email must comply with the requirements described in the previous two paragraphs.

The Agency is not responsible for unreadable, corrupt, or missing attachments. It is the Offeror's responsibility to contact the issuing office at (907) 465-6705 - Voice, (907) 465-4980 - TDD to confirm that the emailed proposal has been received. Failure to follow the above instructions may result in the proposal being found nonresponsive and rejected.

It is the responsibility of the Offeror to ensure that their proposal and any Agency-issued RFP amendments (signed by the Offeror) are in the issuing office of the Agency prior to the scheduled proposal closing time. A proposal will be rejected if the proposal and any signed amendments are not received prior to the closing date and time.

1.13 DISCUSSIONS WITH OFFERORS

The Agency may conduct discussions with Offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the proposal and the requirements of the RFP. Discussions will be limited to specific sections of the RFP identified by the Procurement Manager. Discussions, if held, will be after initial evaluation of proposals by the Proposal Evaluation Committee (PEC), and only with Offerors who have submitted a proposal considered reasonably eligible for award. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Manager 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. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the Procurement Manager.

1.14 AMERICANS WITH DISABILITIES ACT

The Alaska State Legislature complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a proposal should contact JC Kestel, Procurement Manager, Legislative Affairs Agency, (907) 465-6705 - Voice, (907) 465-4980 - TDD within a reasonable time, as determined by the Agency, before the proposals are due, to make any necessary arrangements.

1.15 PREFERENCE FOR ALASKA OFFEROR

If the Alaska Legislative Procurement Procedures apply and if an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive a preference of five (5) percent, applied in accordance with sec. 145 (Contract Award) of the Alaska Legislative Procurement Procedures. To qualify for the preference, the Offeror must: (a) hold a current Alaska business license; (b) submit an offer for the Contract under the name that appears on the person's current Alaska business license; (c) have maintained a place of business in the State staffed by the Offeror or an employee of the Offeror for a period of six months immediately preceding the date of this offer; (d) be incorporated or qualified to do business under the laws of the State, be a sole proprietorship and the proprietor is a resident of the State, be a limited liability company organized under AS 10.50 and all members are residents of the State, or be a partnership under AS 32.06 or AS 32.11 and all partners are residents of the State; and, if a joint venture, be composed entirely of ventures that qualify under (a) - (d) of this paragraph.

To receive the Alaska Bidder Preference, the proposal must include a statement certifying that the Offeror is eligible to receive the Alaska Bidder Preference. If the Offeror is a limited liability company (LLC) or a partnership as identified in the previous paragraph, the statement must also identify each member or partner and certify that all members or partners are residents of the State. If the Offeror is a joint venture which includes an LLC or a partnership as identified in the previous paragraph, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and certify that all of those members or partners are residents of the State.

1.16 FUND OBLIGATIONS

The availability of funds to pay for the Agency's monetary obligations under the Contract is contingent upon appropriation of funds for the particular fiscal year involved. In addition to any other right of the Agency under this Contract to terminate the Contract, if, in the judgment of the Executive Director of the Agency, sufficient funds are not appropriated, the Contract will be terminated by the Executive Director or amended, without liability of the Agency for the termination or amendment. To terminate under this section, the Project Director shall provide written notice of the termination to the Successful Offeror.

1.17 CANCELLATION; REJECTION OF ALL PROPOSALS; PREPARATION COSTS

This RFP does not obligate the Agency or the Alaska Legislative Council to award a contract or to pay any costs incurred in the preparation of the proposal if a contract is not awarded. This RFP may be cancelled, or all proposals rejected, as provided in sec. 120 of the Alaska

Legislative Procurement Procedures. Among the reasons that justify cancellation is that all of the responsive proposals exceed the funds available for the Contract.

1.18 REJECTION OF INDIVIDUAL PROPOSALS

A proposal may be rejected in whole or in part when in the best interest of the Agency, as provided in sec. 130 of the Alaska Legislative Procurement Procedures.

1.19 MORE THAN ONE PROPOSAL SUBMISSION

Offerors may only submit one proposal in response to this RFP. If an Offeror submits more than one proposal in response to this RFP, all proposal submissions from that Offeror will be considered nonresponsive to the RFP.

1.20 PROCUREMENT PROCEDURES

This RFP is subject to the Alaska Legislative Procurement Procedures. The website link to the Procurement Procedures may be found on page one of this RFP.

1.21 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the Agency and may be returned only at the Agency's option. 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 a Contract is issued. Thereafter, proposals will become public information.

1.22 ADDITIONAL TERMS AND CONDITIONS

The Agency reserves the right to include additional terms and conditions in the Contract. However, these terms and conditions must be within the scope of the RFP and may not amount to a material modification of this RFP.

1.23 FORMAT OF CONTRACT

The Contract entered into as a result of this RFP will be in the contract format desired by the Agency and will include the provisions of the RFP that apply to the Contract.

1.24 FIRM OFFER

For the purpose of award, proposals made in accordance with this RFP shall be good and firm for a period of ninety (90) days from the deadline for receipt of proposals in response to the RFP.

1.25 AWARD OF CONTRACT

AWARD OF THIS RFP IS SUBJECT TO APPROVAL BY THE STATE OF ALASKA LEGISLATIVE COUNCIL.

1.26 AWARD CRITERIA

The final award of a Contract based on this RFP is not solely based on the price. See Section Four (Evaluation Criteria) requirements of this RFP.

1.27 NOTICE OF INTENT TO AWARD

Upon selection of an apparent Successful Offeror, the Procurement Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Offerors. The NIA will list the names and addresses of all Offerors and identify the proposal selected for award.

1.28 PROTEST

If an Offeror wishes to protest a solicitation, the award of a contract, or the proposed award of a contract, the protest must be filed in accordance with secs. 230 and 240 of the Alaska Legislative Procurement Procedures.

1.29 CONTRACT NEGOTIATIONS

After issuing the NIA, the Agency may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Agency. If the Agency elects to initiate contract negotiations, these negotiations cannot involve changes in the Agency's requirements or the Offeror's proposal that would, by their nature, affect the basis of the source selection and the competition previously conducted.

1.30 FAILURE TO NEGOTIATE

The Agency may terminate negotiations under paragraph 1.29 (Contract Negotiations) of these Notices to Offerors and negotiate with the next highest ranked Offeror if:

- a. the selected Offeror fails to provide the necessary information required to begin negotiations in a timely manner;
- b. the selected Offeror fails to negotiate in good faith;
- c. the selected Offeror indicates it cannot perform the contract within the budgeted funds available for the project; or
- d. the selected Offeror and the Agency, after a good faith effort, simply cannot come to terms.

1.31 PERFORMANCE BOND

In addition to the fidelity bond required under paragraph 1.44 (Insurance), Successful Offeror, at Offeror's sole cost and expense, shall maintain at all times during the Contract term a performance bond covering duties and services of the Successful Offeror in an amount that equals the amount of the first year of the Contract and a form acceptable to the Agency. Any changes in this bond must be approved in writing by the Agency. The Successful Offeror hereby collaterally assigns to the Agency all proceeds of the bond as they relate to the Contract and agrees to execute such further collateral assignments and notices thereof as may be required by the Agency. This bond shall insure the Successful Offeror's faithful performance of its obligations under the Contract. The Successful Offeror shall provide the Procurement Manager with a certificate or other satisfactory documentation of the existence and terms of this bond within five (5) business days of the execution of the Contract resulting from this RFP. An example of the form acceptable to the Agency is included in attachment 5.04 (Performance Bond) of this RFP.

1.32 CONTRACT AMENDMENTS

In addition to any other amendment the parties may be allowed to make under the Contract, the terms of the Contract entered into as a result of this RFP may be amended by mutual

agreement of the parties if the Agency determines that the amendment is in the best interests of the Agency.

1.33 CONTRACT ASSIGNMENT/TRANSFER

Assignment or transfer of the Contract entered into as a result of this Request for Proposals is subject to sec. 160 of the Alaska Legislative Procurement Procedures.

1.34 TERMINATION OF CONTRACT

Upon delivery of written notice to the Successful Offeror, the Contract resulting from this RFP may be terminated by the Project Director with or without cause. To terminate, the Project Director shall provide notice by email or delivery of a hard copy to the Successful Offeror, whichever method is selected in the sole discretion of the Project Director. If the Contract is so terminated and the termination is not based on a breach by the Successful Offeror, the Agency shall compensate the Successful Offeror for services and/or products provided under the terms of the Contract up to the date the termination notice is delivered, provided the Successful Offeror provides the Agency with a statement in writing containing a description of the services and/or products provided prior to contract termination and a copy of all documents, reports, material, and other items required to be delivered to the Project Director by this RFP.

1.35 BINDING ON SUCCESSORS

The Contract issued as a result of this RFP and all the covenants, provisions, and conditions contained in the Contract shall inure to the benefit of and be binding upon the successors and assigns of the Successful Offeror and the Agency.

1.36 BREACH OF CONTRACT

In case of a breach of the Contract, for whatever reason, by the Successful Offeror, the Agency may procure the services from other sources and hold the Successful Offeror responsible for damages resulting from the breach.

1.37 APPLICABLE LAWS

The Successful Offeror and its offer must comply with all applicable federal, state, and municipal labor, wage/hour, safety, and any other laws which have a bearing on the Contract, and the Successful Offer must have all licenses, registrations, permits, and certifications required by the Agency and state and municipal law for performance of the Contract covered by this RFP.

1.38 VENUE AND APPLICABLE LAW

In the event that the parties find it necessary to litigate the terms of the Contract, the venue shall be the State of Alaska, First Judicial District at Juneau, and the Contract shall be interpreted according to the laws of Alaska.

1.39 RECORDS; AUDIT

The requirements in this section 1.39 (Records; Audit) are in addition to any other records required by this RFP. Unless the resulting Contract will be primarily for products, the Successful Offeror shall accurately maintain detailed daily records that state the date of the work, the start and finish time of the work for each day, and describe the work done during the day. For all types of contracts, the Successful Offeror shall also keep any other records that

are required by the Project Director. The records required by this paragraph are subject to inspection by the Agency or the Project Director at all reasonable times.

1.40 OWNERSHIP AND REUSE OF DOCUMENTS

Unless an RFP is soliciting primarily for products, all documents, reports, material, and other items generated as a consequence of work done under this Contract are the property of the Agency. To the extent an Offeror has any interest in the copyright for these items under the copyright laws of the United States, the Offeror transfers any and all interest the Offeror has in the copyright for these items to the Agency, and the Agency will be the owner of the copyright for these items. Upon completion of the work or termination of the Contract, the items shall be delivered to the Project Director. Offerors acknowledge that all the items are Agency records and, as a result, may be public records.

1.41 MATERIALS AND PROCESSES COVERED BY PATENTS, TRADEMARKS, OR COPYRIGHTS

If the Successful Offeror employs any design, device, material, or process covered by a patent, trademark or copyright, the Offeror shall provide for the use by suitable legal agreement with the owner. The Successful Offeror shall indemnify and save harmless the Legislature of the State of Alaska, the Agency and their officers, agents, and employees, and any affected third party from any and all claims for infringement by reason of the use of the patented design, device, material or process, or any trademark or copyright, and shall indemnify the Agency for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement at any time during the Contract or after the completion of the Contract.

1.42 INDEMNIFICATION

The Successful Offeror shall indemnify, save harmless, and defend the Alaska State Legislature, the Agency, and the Legislature and Agency's officers, agents, and employees from liability of any nature or kind, including, but not limited to, costs, attorney fees, and expenses, for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or property as a result of any error, omission, or negligence of the Successful Offeror that occurs on or about the Legislature or Agency's premises or that relates to the Successful Offeror's performance of its Contract obligations.

1.43 FORCE MAJEURE

The Successful Offeror is not liable for the consequences of any delay or failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Successful Offeror. For the purposes of this paragraph, "Force Majeure" means: war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; or strike.

1.44 INSURANCE

Without limiting the Successful Offeror's indemnification responsibilities under paragraph 1.42 (Indemnification) of this RFP, it is agreed that the Successful Offeror shall purchase at its own expense and maintain in force at all times during the Contract the following insurance and bonds:

1. workers' compensation insurance as required by AS 23.30.045(d) for all employees engaged in work under the Contract and as required by any other applicable law; the Successful Offeror will be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under the Contract; the coverage under this paragraph must include a waiver of subrogation against the State of Alaska;
2. comprehensive general liability insurance covering all business premises of, and operations by or on behalf of, the Successful Offeror in the performance of the Contract, including, but not limited to, blanket contractual coverage, products coverage, premises and operations coverage, independent contractors coverage, broad form property damage endorsement, and personal injury endorsement; the policy must have minimum coverage limits of \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable; unless waived by the Agency, the insurance policy shall name the Agency as an additional insured;
3. commercial automobile liability insurance covering all vehicles used by the Successful Offeror or any subcontractor who directly or indirectly provides services under this Contract in the performance of the Contract, with minimum coverage limits of \$500,000 combined single limit per occurrence;
4. a fidelity bond must be obtained covering all employees of the Successful Offeror in the amount of \$50,000.

Certificates of Insurance must be furnished to the Procurement Manager before a contract is entered into. Each of the required insurance policies must provide for the Agency to receive a 30-day prior notice of any cancellation. Where specific limits are shown above, it is understood that they are the minimum acceptable limits. If a policy contains higher limits, the Agency will be entitled to coverage to the extent of the higher limits. All insurance policies must comply with, and be issued by, insurers licensed to transact the business of insurance in Alaska or in another state.

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

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

A lapse of an insurance policy and or bond or a failure to furnish satisfactory evidence of insurance or bond is a material breach of this Agreement and shall be grounds for termination of Successful Offeror's services. All insurance policies shall comply with, and be issued by, insurers licensed to transact the business of insurance in Alaska.

1.45 TIME

Time is of the essence.

1.46 HUMAN TRAFFICKING

By the Offeror's signature on their Proposal, the Offeror certifies that the Offeror is not headquartered in a country recognized as Tier 3 in the most recent U.S. Department of State's Trafficking in Persons Report.

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

The most recent U.S. Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/bureaus-offices/under-secretary-for-civilian-security-democracy-and-human-rights/office-to-monitor-and-combat-trafficking-in-persons/>

If an Offeror fails to comply with this paragraph 1.46 (Human Trafficking), the Agency may, without liability, reject the Offeror's proposal as nonresponsive, cancel an intent to award to the Offeror, or cancel the resulting Contract to the Offeror.

1.47 COVERAGE UNDER ETHICS LAW

Certain provisions of the Legislative Ethics Act (AS 24.60) apply to legislative consultants, legislative independent contractors, and their employees. It is the responsibility of the Successful Offeror to review AS 24.60 and determine whether the Offeror is in compliance with AS 24.60.

SECTION TWO - RFP SPECIFICATIONS

2.01 BACKGROUND INFORMATION AND OBJECTIVES

The ABA is undergoing a renovation to return the building to apartments, the purpose for which the building was originally constructed in 1932. The ABA is a three-story building with an underground parking garage. Once renovations are completed, the ABA will have 14 studio and 19 one-bedroom apartments and underground parking. The Agency has prepared this RFP package for soliciting sealed proposals from qualified Offerors to provide property management services for the newly renovated ABA. The Contract is scheduled to begin December 1, 2023. The ABA is planned to have full occupancy during the Legislative session that begins in mid-January of 2024.

Primary occupancy of the ABA will occur during Legislative session (mid-January through mid-May) and special sessions, which are generally unpredictable. The ABA will primarily be used for personal storage during interim periods; however, the ABA may have occasional short-term tenant occupancy during interim periods.

The Agency desires to engage the services of a Contractor to manage leasing of apartments, maintain the ABA, and provide related property management services as described in this RFP.

It is the intent of the Agency to operate the ABA successfully and efficiently. Success includes the safety of the tenants and an environment that encourages a desirable place to live. Efficiency is defined as the lowest practical cost of managing a fully operational facility while continuing to provide a safe, secure, and desirable living environment.

The following list presents the Agency's principal objectives for the ABA:

1. Operating the ABA at its highest possible efficiency while maintaining quality service and a high level of safety in and around the ABA.
2. Keeping expenses down through the use of competitive selection processes and the use of experienced service personnel and contractors.
3. Maintaining and operating the ABA in a manner responsive to all applicable comfort, life, safety, and environmental concerns, and in compliance with all local and state laws, and Agency or legislative policies related to habitation of the ABA.
4. Being responsive to the tenants of the ABA by resolving any building problems that arise.

2.02 MINIMUM REQUIREMENTS OF OFFEROR

For Offerors to be considered responsive to the RFP, Offerors must provide documentation demonstrating they meet these minimum requirements:

1. Licensing: Offerors responding to this request must have a valid real estate broker license issued by the Alaska Real Estate Commission and a valid Alaska business license issued by the State of Alaska. The Successful Offeror must maintain a valid real estate broker license and Alaska business license for the duration of the Contract.

2. Minimum Qualifications of Offeror:

- a. Offerors must demonstrate at least three (3) years of direct experience in providing similar property management services requested in this RFP to a similar type and size building. The three (3) years of experience must have occurred within the last five (5) years. If the Offeror is relying on the experience of a particular person to meet this requirement, then that person must be actively in charge as the Property Manager. If that person is replaced, the replacement must meet the same qualifications and be approved by the Agency.
- b. Offers must have reasonable and working knowledge and understanding of the general principles and responsibilities of property management, including: the laws concerning real estate licensing, contracts, tenant and landlord responsibilities, property protection, and insurance.
- c. Offers must have access to skilled specialists for repair and maintenance work and have ability to address apartment maintenance in a timely manner and address ABA related emergencies on a 24-hour a day basis.
- d. Offerors must have or establish an office and staff within the city of Juneau to provide the Agency with the services listed in this RFP for the duration of the Contract resulting from this RFP.

An Offeror's failure to meet these minimum requirements will cause their proposal to be considered nonresponsive and rejected. If the Successful Offeror fails to meet these minimum requirements during the Contract resulting from this RFP, the Agency may terminate the Contract by providing notice to the Successful Offeror.

2.03 SCOPE OF SERVICES

The Successful Offeror and the Agency will share responsibilities of operating and maintaining the ABA. Some of the Agency's responsibilities are addressed below in paragraph 2.04(9) (Agency's Responsibilities and Costs) of this RFP. The Agency will work closely with the Successful Offeror to direct the Successful Offeror on the Offeror's leasing, building operation, and maintenance responsibilities.

The Successful Offeror will be required to provide professional property management services both directly and through subcontractors. Property management services will include, but are not limited to:

- assisting the Agency with ongoing creation and implementation of ABA policies and procedures;
- conducting an annual market study of Juneau area rental costs and availability and providing a market report to the Agency each December;
- assisting the Agency with setting lease and deposit rates for apartments to match the local market rental rates;
- showing apartments to potential tenants;
- leasing apartments;

- maintaining lease records;
- performing apartment and building inspections, including, but not limited to, move-in and move-out inspections;
- performing preventative maintenance;
- receiving, responding to, and managing apartment tenant requests;
- receiving, responding to, and managing emergency requests;
- arranging janitorial and cleaning services for common areas of the ABA and between apartment tenants;
- performing apartment inventory management;
- ensuring the property is in compliance with all housing and property regulations and laws;
- performing snow and ice control and removal on ABA grounds, including but not limited to, the sidewalks surrounding the ABA;
- performing interior window washing;
- performing interior and exterior light bulb replacement;
- cleaning flooring and carpet on a commercially reasonable regular schedule;
- performing accounting and budget support; and
- performing other related services upon request.

The Executive Director of the Agency will be the Project Director however, it is anticipated that the Capitol Facilities Manager and the Agency's Administrative Services sections will be coordinating with the Successful Offeror regarding maintenance issues, resolving ABA problems, ABA financials, and administering service agreements for the ABA's operations.

Offerors should review all elements of this RFP to understand the proposed scope of services, general terms and conditions, and the expected relationship between the parties.

2.04 GENERAL TERMS AND CONDITIONS

1. Completeness of Proposal: A proposal must be complete as to all terms and conditions of this RFP on the date submitted and should be submitted with the understanding that it may form a material part of any subsequent contract.
2. Terms and Conditions of Ensuing Contract.

- a. Term: The Contract resulting from this RFP will not take effect until signed by the Executive Director or her designee. The length of the initial Contract will be from December 1, 2023, through November 30, 2025, with five (5), two (2) year renewal options at the Agency's sole discretion.

In the Agency's sole discretion, prior to the Contract expiration, the Agency may provide written notice to the Successful Offeror informing the Offeror that the Contract will be in hold-over status for a period up to six (6) months on the same terms and conditions.

- b. Price Adjustment of Monthly Fee: The monthly fee for property management services described in this RFP shall remain firm for the first two years of the Contract.

The Successful Offeror may request a three percent (3%) increase adjustment to the monthly fee during any renewal period to reflect changes in the Successful Offeror's variable costs only if a written request from the Successful Offeror is received by the Agency's Project Director at least sixty (60), but no more than one hundred and twenty (120), days in advance of any renewal period allowed by the Contract. The Adjustment is not guaranteed and must be approved by the Project Director.

- c. Invoices: The Successful Offeror shall verify monthly invoices for accuracy before submission to Project Director for payment. The Successful Offeror will submit invoices within thirty (30) days of completion of the services. Payment will be made after acceptance of the services rendered as described by the received invoice.
3. Project Director: The Project Director is the Executive Director for the Agency or her designee. If the Agency changes the Project Director, the Agency will notify the Successful Offeror.
4. Contractor's Representatives: To facilitate contract administration by the Project Director and authorized Agency representatives, and provide a contact for tenant and emergency maintenance request, the Successful Offeror shall provide the following:
 - a. At least two (2) individuals who will represent the Successful Offeror in every aspect pertaining to the services required by this RFP. At least one (1) of the individuals required under this paragraph must be the Successful Offeror's Property Manager. The individuals described under this paragraph must be identified by the Offeror and available within 24 hours of entering into a Contract resulting from this RFP. The representatives, their location, and their availability must be satisfactory to the Agency.
 - b. At least one (1) of the Successful Offeror's Representatives shall be available Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. Alaska Time year-round including all state and federal holidays during Legislative sessions for the purpose of receiving calls and emails from the Agency throughout the Contract term. The appropriate phone numbers and email addresses shall be supplied to the Agency upon execution of the resulting Contract.
 - c. Upon execution of the Contract, the Successful Offeror will have fourteen (14) calendar days to establish and provide a 24-hours a day, 7 days a week, local contact telephone number for tenant and emergency maintenance requests. The Successful Offeror must provide this local telephone number to the Agency and all tenants of the ABA upon execution of the tenants' lease. The local telephone number must be answered by an employee of the Successful Offeror 24-hours a day, 7 days a week, including on any state or federal holidays.
5. Property Manager: To manage the ABA and facilitate leasing of apartments to tenants, the Property Manager must routinely perform the following:
 - a. Establish a level of service that meets or exceeds the standards set by the Agency.

- b. Meet and show available apartment options while explaining lease requirements and ABA policies to interested tenants.
- c. Assign all apartment spaces on or before December 15 annually using prioritized lists of applicants provided by the Agency. This will require contacting prospective tenants in a prescribed order and not assigning other apartments until everyone with higher priority selects their apartment. Prospective tenants will have no more than 48 hours to respond before they are placed at the bottom of the priority list.
- d. Work with tenants and the Agency to process all required contracts and documentation to lease apartments to approved tenants.
- e. Administer tenant leases in accordance with lease requirements, ABA policies, Legislative policies and procedures, and federal, state, or local regulations.
- f. Enforce the terms of tenant leases, including, but not limited to, posting eviction notices and undertaking administrative and legal actions related to the termination of leases, if necessary.
- g. Accept and act on all tenant comments, requests, or complaints by providing direct follow-up and assistance to the tenant, in coordination with the Agency as needed. Document and keep a record of communications with tenants on issues and complaints, and the related resolutions.
- h. Regularly schedule communication during the term of the Contract, at least twice weekly during Legislative sessions and twice monthly during interim, with the Project Director to anticipate and eliminate potential problems with the ABA or tenants.
- i. Regularly provide ABA operation updates to the Agency, at least twice monthly during Legislative sessions and once monthly during interim.
- j. Regularly communicate with the Agency about systems, equipment, service agreements, and overall facilities maintenance, including, but not limited to, reporting any major deficiencies to the Agency immediately.
- k. Conduct apartment inventory of items and furnishings between each tenant. Conduct an inventory of the entire ABA annually.
- l. Manage and oversee any improvements or modifications made to apartments. Ensure all Subcontractors have the necessary licensing and insurance coverage.
- m. Supervise all employees of the Successful Offeror and any Subcontracted workers of the Successful Offeror while onsite at the ABA.
- n. Perform and record an annual inspection of the entire ABA (interior and exterior) according to the Agency's standards and any applicable federal, state, or local regulations.

- o. Advise the Project Director on any issues that arise from tenants of the ABA or invited guests.
 - p. Check all invoices for accuracy before submission to the Agency for processing.
 - q. Other related duties as directed, at the direction of the Agency.
6. Changes of Successful Offeror's Personnel: Any change of the Successful Offeror's Representatives or Subcontractors named in the proposal must be approved, in advance and in writing, by the Agency. Personnel changes that are not approved by the Agency may be grounds for the Agency to terminate the Contract by providing notice to the Successful Offeror.
 7. Subcontractors: Subcontractors will not be permitted to provide the property management service functions under the Contract resulting from this RFP. All key personnel must meet the minimum experience requirements of this Contract. The Successful Offeror is permitted to use subcontractors in addition to its own employees to perform the non-management services under the Contract, such as the janitorial and other service contracts – subject to the Agency's approval.
 8. Session and Interim Time Commitment Expectations of the Successful Offeror: The Successful Offeror can expect to begin working with the Agency on December 1 of each year to lease the apartments in priority as provided by the Agency. During the months of Legislative Session and Special Sessions, the Successful Offeror should expect regular communication with tenants and Agency and shall staff accordingly to account for the increased tenant request and services that are to be provided to tenants and to the Agency.

During interim months, the Successful Offeror can expect that the ABA will have very limited or no occupancy of apartments and that most inspections, maintenance, and repairs to the ABA will be completed during interim months.

9. Agency's Responsibilities and Costs: The Successful Offeror will not be responsible for the cost of the items in this paragraph; however, the Successful Offeror will be required to assist with the assessment, providing or gathering of information, and administration of the following building services:
 - a. The installation and maintenance of all structural components, core components, roof membrane/surface, and building systems of the ABA, including but not limited to: HVAC, elevators, plumbing, electrical, and fire suppression systems.
 - b. Providing connections to city water and sewer, electric service, and other public utility services to the ABA. Apartment tenants shall bear all costs associated with internet, telephone, or television services for their apartment.
 - c. Parking garage repairs and striping.

- d. Any and all work required to maintain conformance with ADA or other accessibility issues, to include the parking garage.
 - e. Extraordinary maintenance – replacing worn flooring, painting interior walls, and replacing damaged casework – every 10 years, or sooner if reasonably required.
 - f. Plumbing fixture repair/replacement.
 - g. Elevator inspection/repair/replacement.
 - h. HVAC inspection/maintenance/repair/replacement.
 - i. Fire suppression system inspection/maintenance/replacement.
 - j. The payment of any/all pending or levied assessments.
 - k. Other services or maintenance as may be agreed by the parties.
10. Other Agency Cost and Expenses: Subject to the limitations described in this RFP and the resulting Contract, including the specific limitation that funding for all fees and services is dependent on an act by the state legislature to appropriate funds, the Agency shall be responsible to make funds available to pay the following costs and expenses, if such costs and expenses are incurred consistent with the terms, procedures, and conditions in this RFP or the resulting Contract:
- a. The ABA Property Management Fee;
 - b. All utility costs at the ABA, including the direct costs to provide heat, water, sewer, electricity, and trash collection;
 - c. The direct costs related to the ABA to provide the services described in this RFP.
11. Successful Offeror's Cost and Expenses: The Successful Offeror shall bear all costs and expenses incurred in rendering the following: overall supervision of the ABA; general management and supervision of the ABA; direct services provided by the Successful Offeror and/or its employees; scope development and management services for routine repairs, replacements, and maintenance projects; leasing, tenant communication, and lease administration; accounting, bookkeeping, and record-keeping related to the ABA; inspections; and other services to be rendered by Successful Offeror in connection with the operations of the ABA. No costs or expenses shall be charged to the Agency for the work described in this paragraph. Without limiting the generality of the foregoing, the Agency shall not be responsible for the following costs and expenses:
- a. Costs of gross salary and wages, payroll taxes, insurance, workers' compensation, and other costs of Successful Offeror's office and executive personnel, building operations personnel, and maintenance and engineering personnel;

- b. Costs incurred as a result of the Successful Offeror's breach of the Contract; including, but not limited to, costs arising from the negligence or willful misconduct of the Successful Offeror or any of its employees, Subcontractors, agents, or other representatives performing services in connection with the Contract;
 - c. Costs of forms, accounting materials, administrative materials, papers, ledgers, and other supplies and equipment used in Successful Offeror's office, all costs of Successful Offeror's data processing equipment located at Successful Offeror's office, including any on-site office, and costs of data processing provided by computer service companies to Successful Offeror's office; and
 - d. Transportation costs.
12. Building Operations, Maintenance, and Engineering: The Successful Offeror is required to perform preventative maintenance and other maintenance and operation activities, as required by this RFP.

The Successful Offeror shall maintain all physical areas within the ABA at a high level of cleanliness, safety, and proper state of repair and ensure the high standard of aesthetic established by the Legislature is sustained. The Successful Offeror shall evaluate and control all factors relating to liability, life and safety, and environmental issues at the ABA.

The Successful Offeror shall provide for operation and maintenance services as specified below in a. – l. of this paragraph 2.04 (12) (Building Operations, Maintenance, and Engineering) of this RFP for the ABA. It is anticipated, but not required, that all or most of these services will be provided using contracts obtained through competitive solicitation requirements by the Agency. All contracts and subcontracts must be approved by the Agency before the contract(s) are signed by the Successful Offeror. Subject to approval by the Agency, the Successful Offeror may also use its own employees to provide all or some of the services for which the Offeror is responsible.

The Successful Offeror shall provide supervision and contract administration (if applicable) for all personnel, contractors, and subcontractors engaged in providing routine or periodic operation and maintenance services for the building.

- a. Building Engineering: The Successful Offeror is not required to provide this service. The Agency will provide this service.
- b. Fire & Life Safety Systems/Sprinkler Inspection: The Successful Offeror is not required to provide this service. The Agency will provide this service.
- c. Elevators Servicing: The Successful Offeror is not required to provide this service. The Agency will provide this service.
- d. Security: The Successful Offeror is not required to provide this service. The Agency will provide this service.

- e. **Parking Garage Operation & Maintenance:** The Successful Offeror is not required to provide this service. The Agency will provide this service.
 - f. **Janitorial:** All janitorial services, including supplies, for the common areas of the ABA will be provided by the Successful Offeror or its subcontractors. Janitorial services will include agreed upon daily, weekly, and semimonthly services as directed by the Agency.
 - g. **Snow and Ice Control:** All snow and ice control services, including, but not limited to, supplies, equipment, labor, and supervision for the ABA will be provided by the Successful Offeror or its subcontractors. Snow and ice control service areas will include, but may not be limited to, walkways, sidewalks, and stairs directly adjacent to the building. The Agency may direct the Successful Offeror to provide snow and ice control in other areas in, around, or adjacent to the ABA.
 - h. **Window Cleaning:** The Successful Offeror shall provide for routine interior window cleaning of all apartment windows annually and between each apartment tenant. The Agency will provide exterior window cleaning.
 - i. **Landscaping and Grounds Maintenance:** The Successful Offeror is not required to provide this service. The Agency will provide this service.
 - j. **Light Fixture Repair and Replacement:** The Successful Offeror shall be responsible for the repair or replacement of interior and exterior light fixtures upon request from tenants or the Agency.
 - k. **Light Bulb Replacement:** The Successful Offeror shall be responsible for the replacement of interior and exterior light bulbs upon request from tenants or the Agency.
 - l. **Carpet and Floor Cleaning:** The Successful Offeror shall be responsible for carpet and floor cleaning of all common areas on a commercially reasonable regular schedule that must be approved by the Agency. The Successful Offeror shall also be responsible for carpet and floor cleaning of apartments between tenants.
13. **Annual Budget:** The Successful Offeror shall prepare a draft budget by May 1 of each year for review and approval by the Project Director. A final budget must be in place by July 1, as the State fiscal year runs from July 1 to June 30. The budget must include the proposed annual operating and capital expenditure budgets for the subsequent State fiscal year related to the ABA, to include but not limited to, the month by month estimate of projected revenues and expenses for the ABA and net operating cash. The proposed annual capital budget must describe proposed needs for capital improvements, their projected cost, and the anticipated schedule of additional capital needs. Any additional proposed expenditures should be provided to the Agency by March 15 of each year, in a report format, to include item descriptions, cost estimates or proposals and supporting documentation. Alternatively, this information can be provided in the December 31 report under paragraph 2.04(19) (Management Reporting) .

14. Building Operating Account: Unless otherwise directed by the Agency, the Successful Offeror shall pay, when due, all costs and expenses related to the ABA in accordance with this RFP by check from the Building Operating Account.

The Agency shall transfer funds as needed to ensure adequate funds are available in the Building Operating Account to cover allowable costs and expenses. Any interest or other income earned on the assets of the Building Operating Account shall be the property of the Agency. The Agency may designate a different account in any bank or financial institution as the Building Operating Account at any time by written notice to the Successful Offeror.

The Successful Offeror shall not, under any circumstances, write a check payable to or in favor of the Successful Offeror out of the Building Operating Account. The Successful Offeror shall not, under any circumstances, write a check payable to or in favor of any Subcontractor other than to reimburse a Subcontractor for expenditures made on behalf of the Agency. In addition to authorized Agency authorities, only those Successful Offeror personnel specifically authorized by the Successful Offeror and approved by the Agency shall have authority to write checks from the Building Operating Account. The Successful Offeror shall not issue a check for more than Five Thousand Dollars (\$5,000.00) without the prior written authorization of the Agency.

The Successful Offeror may not, without prior written approval of the Agency, disburse funds from the Building Operating Account or incur expenses on behalf of the Agency in the performance of its duties in excess of the total expenses approved by the Agency.

15. Expenses Paid from Building Operating Account: The following costs shall be paid directly from the Building Operating Account:

- a. All costs necessary for the management, operation, and maintenance of the ABA, so long as such costs are provided for and are within the limits of the costs approved by the Agency;
- b. All costs necessary to handle emergencies as described in paragraph 2.04(21) (Emergency Response).

The Successful Offeror shall not be obligated to make any advance to or for the account of the Agency or to pay any sums except out of funds in the Building Operating Account.

16. Final Accounting: In addition to the accountings required under paragraph 2.04(18) (Financial Management and Accounting) and paragraph 2.04(19) (Management Reporting) of this RFP, the Successful Offeror shall deliver a final accounting for the ABA to the Agency within thirty (30) days after the effective date of any termination (whether or not for cause) of the Contract resulting from this RFP. The final accounting shall set forth all current expenses and all other expenses contracted for or on the Agency's behalf but not yet incurred in connection with the ABA, together with such other information as may be reasonably requested by the Agency. Any unspent funds in the Building Operating Account shall be returned to the Agency within ten (10) business days.

17. Certification: Successful Offeror shall certify that each financial statement is true, correct, and complete in all respects.

18. Financial Management and Accounting: The Successful Offeror shall fully account for and report all ABA related expenses incurred and revenue received by the Successful Offeror. The Successful Offeror shall deliver any rent revenue received to the Agency within five (5) days of receipt. The Agency will be responsible for direct payment of all utility costs and Agency administered service agreements or contracts.

Strict accountability will be required for all receipts and disbursements related to the ABA. 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 will be adjusted as necessary to comply with the State's accounting practices and procedures.

On or before the 10th day of each month, the Successful Offeror shall provide to the Agency a monthly financial report, in a format approved by the Agency, reflecting the status of each individual revenue and expenditure account allowed in this RFP and the resulting Contract, providing both monthly and cumulative totals, and requesting reimbursement of the Building Operating Account. All accounting data shall be the property of the Agency and shall be delivered in an electronic format approved by the Agency. Included in the monthly financial report shall be the following items: Statement of Operations – Actuals; Variance Report; A/R Aged Delinquent and Prepaid Balances; Received Ledger Report; A/P Check Register; Security Deposit Ledger Report; Detail Summary – Rent Roll; Trial Balance – Monthly Activity; Trial Balance – YTD Activity; Bank Statements: Expense and Monthly Deposit Logs.

19. Management Reporting: In addition to the required monthly financial report, the Successful Offeror shall provide biannual management reports to the Agency in a format approved by the Agency due June 30 and December 31 each year. Each report must include, but is not limited to, the following:

- a. an executive summary;
- b. a brief narrative report on building maintenance and repair activity (including preventative maintenance activity), inspections, and other inspection activity and results;
- c. a summary of leases and tenant occupancy;
- d. any recommendations to improve occupancy, operations, or resolve general issues;
- e. change in status of subcontracts or service agreements; and
- f. any other exceptional or pertinent information.

20. Meetings: The Successful Offeror shall meet with the janitorial contractor monthly to inspect all applicable areas for compliance with Contract specifications. The Successful Offeror shall maintain a log of floors inspected and verify all floors and common areas are being cleaned properly.

The Successful Offeror shall meet with all other service contractors as reasonably needed and decided by the Agency or Successful Offeror. The Successful Offeror shall attend all meetings as reasonably requested by the Agency.

21. Emergency Response: The Successful Offeror shall provide a local telephone number for 24-hours use. The Successful Offeror will be responsible for reacting to all ABA related emergency calls immediately and notifying and coordinating with the Agency 24-hours a day, seven days a week.

In the event of an emergency in which there is an immediate danger to persons or property at the ABA, or in which action is required, or to avoid suspension of services, the Successful Offeror shall be required to take such action as is reasonable and prudent under the circumstances. The Successful Offeror shall be reimbursed for any reasonably necessary expenses incurred in such action even if not in an approved budget, so long as the Successful Offeror notifies the Agency within forty-eight (48) hours explaining the reasons for taking the required actions. Reimbursement for event notifications after forty-eight (48) hours under this sec. 21 (Emergency Response) are at the discretion of the Agency, and may not be reimbursed.

22. Administrative Services: The Successful Offeror shall keep, or cause to be kept at its office, original documents relating to the performance of the Successful Offeror's duties, including a system of office records (including general correspondence), suitable books of control and account and all required reports, and any additional information and records reasonably required by the Agency.

The Successful Offeror is required to provide a system which ensures all contractors, subcontractors, and vendors working in the ABA (as hired by the Agency, the Successful Offeror, or the Successful Offeror's subcontractors) have a Certificate of Insurance with the State of Alaska, Legislative Affairs Agency as the certificate holder. The Successful Offeror shall require that all contractors, subcontractors, and vendors notify the Successful Offeror prior to the expiration of an insurance certificate related to work at the ABA.

The Successful Offeror shall strictly comply with and ensure strict compliance by its subcontractors with all applicable environmental laws, regulations, rules, ordinances, and applicable state and Legislative policies at the ABA. As part of this duty, the Successful Offeror shall actively monitor all compliance efforts.

23. Nondisclosure and Confidentiality of Successful Offeror: The Successful Offeror agrees that all information provided by the Agency shall be used only for purposes of providing and performing the services specified in this RFP and the resulting Contract and the Successful Offeror shall not disseminate or allow dissemination of confidential information except as provided for in this paragraph. The Successful Offeror 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" includes, but is not limited to, compliance by the Successful Offeror with all applicable federal and State law, including the Social Security Act and HIPAA. The Successful Offeror must

promptly notify the Agency 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 Agency or its agents) 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 Agency to the Successful Offeror or an agent or subcontractor of the Successful Offeror or otherwise made available to the Successful Offeror or an agent or subcontractor of the Successful Offeror in connection with this Contract, or acquired, obtained or learned by the Successful Offeror or an agent or subcontractor of the Successful Offeror in the performance of the Contract. Examples of confidential information include, but are not limited to: tenant data and information, 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 the Successful Offeror receives a third-party request to disclose confidential information and the disclosure is required under applicable State or federal law, regulation, or governmental or regulatory authority, the Successful Offeror may disclose the confidential information after providing the Agency with written notice of the requested disclosure (to the extent such notice to the Agency is permitted by applicable law) and giving the Agency opportunity to review the request. If the Successful Offeror receives no objection from the Agency within thirty (30) days of providing the Agency with notice, it may release the confidential information. Notice of the requested disclosure of confidential information by the Successful Offeror must be provided to the Agency within a reasonable time after the Successful Offeror's receipt of notice of the requested disclosure and, upon request of the Agency, the Successful Offeror 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; information freely available to the public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the public.

2.05 LOCATION OF SERVICES

The location that the services are to be performed, completed, and managed, at is:

Assembly Building Apartments (ABA)
211 4th Street
Juneau, Alaska 99801

Workspace for the Successful Offeror may be provided at this location at the Agency's sole discretion.

SECTION THREE - PROPOSAL FORMAT AND CONTENT

3.01 GENERAL INSTRUCTIONS

The Agency discourages overly lengthy and costly proposals; however, in order for the Agency to evaluate proposals fairly and completely, Offerors should follow the format set out in this section and provide all information requested at time of proposal submission. Any information or materials submitted after the deadline for receipt of proposals will be rejected by the Agency.

Offerors must deliver their proposals according to paragraph 1.12 (Proposal Submission, Delivery, and Acceptance) of this RFP.

The proposal must be split into two parts: 1) a technical proposal and 2) a cost proposal.

3.02 TECHNICAL PROPOSAL FORMAT

All proposals shall include the following items in the order as shown. Please be as concise and clear as possible. All proposal documents must be provided on 8 ½" x 11" paper or in 8 ½" x 11" PDF format.

- A. Cover Letter: Provide a cover letter on the Offeror's letterhead signed by a person with the authority, including, but not limited to, fiscal authority and authority contractually to bind the Offeror, certifying the accuracy of all information in the proposal and certifying that the proposal will remain valid for ninety (90) days from the RFP date of closing. This Cover Letter should have the Offeror's name, address, telephone number, email address, Alaska business license number (see paragraph 1.07 (Alaska Business License and Legal Entity) for more information), tax identification number, and legal (e.g., corporate) entity number of the Offeror and the current status of that entity. If the Offeror is a corporation or a limited liability company, the business entity must be in good standing with the State of Alaska Department of Commerce, Community, and Economic Development at the time of proposal submission.

The cover letter shall include a certification (statement), as applicable, if the Offeror qualifies as an Alaskan Offeror in accordance with paragraph 1.15 (Preference for Alaska Offeror) of this RFP and include a statement regarding any perceived or potential conflicts of interest that the Offeror may be aware of.

- B. Experience and Qualifications: Include a statement of qualifications or resumes for all personnel designated to perform work under this RFP. This statement of qualifications must clearly describe education and licenses held; include all dates thereof. Include identification of any key partners or subcontractors that you intend to use and how they relate to your organization. The statement of qualifications should also include:
- 1) Resumes, including both education and experience, of all key personnel, including subcontractors, who will be directly involved in this Contract, listing similar types of properties that they have managed or worked in.
 - 2) A schedule of expected availability of key personnel over the term of the Contract.

- 3) Offerors must provide three letters of reference from current or recent clients for whom they have provided similar services for a similar-sized building. Proposals that do not include at least three references may be deemed nonresponsive. An authorized agent of the current or recent client for which the services were provided to the client (the Offeror's customer) must provide the reference information and sign and date the letter. It is the Offeror's responsibility to ensure that the completed letters are submitted with the proposal by the submission date, for inclusion in the evaluation process. Any client reference letters that are not received may adversely affect the Offeror's score in the evaluation process. The Agency may contact the client references for validation of the information provided in the client reference letters. If the Agency finds erroneous information, evaluation points may be deducted, or the proposal may be rejected entirely.

C. Implementation of Services and Methods: In detail, explain how you would implement and provide the services defined in this RFP. At a minimum, your proposal should include:

- 1) A description of the resources you will be committing to this project and an organizational chart listing key personnel and their duties.
- 2) An explanation of how you intend to implement, manage, and address the facility's needs. Include who will be assigned various tasks.
- 3) Details about managing the services to be provided and any ideas you may have for either reducing costs or increasing service levels without impacting costs, based on experience with other facilities.
- 4) An explanation of the methods you intend to use to secure and manage qualified subcontractors; discuss any assessments you can make regarding the use of those methods.
- 5) Suggestions you may have for performing tasks more efficiently or other terms or conditions you suggest in the Contract resulting from this RFP; the Agency is under no obligation to accept Contract suggestions from the Successful Offeror.
- 6) A discussion of any concerns you have about any of the proposed terms and conditions in this RFP.

Offerors must provide comprehensive narrative statements that illustrate their understanding of the service requirements of the RFP, the implementation of the services, and the methods by which the services will be provided.

3.03 COST PROPOSAL REQUIREMENTS

Offerors must provide the fixed monthly rate for property management services for both session and interim months, on an annual basis for years one (1) and two (2) of the Contract. The Successful Offeror will be paid the fixed monthly rates for all property management services defined in this RFP. Consistent with any limitations or qualifications discussed in the RFP, the property management services fee shall cover all costs to manage and supervise all provisions of ABA leasing, building operations, and maintenance, including subcontractor

procurement and administration, preparation and administration of the annual business plan, and other periodic forecasts for providing property management services, all required financial management and accounting services, all required management reporting, emergency response management, and other miscellaneous services. The Successful Offeror must provide a rate for session and interim months for both years one (1) and two (2) of the initial Contract term.

All expenses related to the property will be reimbursed at cost and should not be included in your rate. Also, do not include any fees associated with minor repairs or projects.

Only one (1) copy of the COST PROPOSAL FORM in attachment 5.03 (Cost Proposal Form) should be submitted in a **separate** sealed envelope marked COST PROPOSAL with the RFP number on the outside of the envelope, or in a PDF document marked COST PROPOSAL with the RFP number in the subject line of the email that the PDF Proposal is sent in.

This is a fixed-price Contract. The total price in the offer (the ABA Property Management Fee) must include all charges which can be reasonably anticipated by the scope of services required in this RFP, including, but not limited to, all labor, travel, lodging, per diem, and administrative costs.

Any proposal without a Cost Proposal form will be declared nonresponsive.

Reasonable requests for adjustment of the ABA Property Management Fee for a renewal period will be considered at the time of renewal based on new cost and pricing data submitted by the Successful Offeror.

SECTION FOUR - EVALUATION CRITERIA

It is the Agency's intent to conduct a comprehensive, fair, and impartial evaluation of all proposals. All proposals will be reviewed by the Procurement Manager to determine if they are responsive. They will then be evaluated by the Proposal Evaluation Committee (PEC) using the criteria set out below. The total number of points used to score the responses is 1000. A sample evaluation form is also included in section five of this RFP which lists the questions that will be used by the PEC to evaluate the proposals.

4.01 UNDERSTANDING OF THE SERVICES

(10 PERCENT – 100 POINTS)

1. Does the proposal demonstrate an understanding of the goals, objectives, and tasks outlined in this RFP?
2. Are any expectations the Offeror has for the Agency reasonable?
3. Does the Offeror have any possible conflicts or appearances of conflicts with their ability to complete the services described in the RFP, based on other clients of the Offeror or services the Offeror may provide during the Contract period?
4. What commitment of resources and personnel is the Offeror willing and able to make to assure responsiveness to the Agency's needs and the requirements of this RFP?

4.02 EXPERIENCE AND QUALIFICATIONS

(20 PERCENT – 200 POINTS)

Questions regarding the personnel:

1. Did the Offeror identify the individuals that will be involved with the project and provide all of the information requested about those individuals in the RFP?
2. Do the individuals assigned to lead or manage the ABA have experience leading or managing similar buildings?
3. Are the individuals qualified and do they have the experience necessary for the work or services that the Offeror proposes they perform?

Questions regarding the Offeror:

4. How well has the Offeror demonstrated experience in providing services similar to the services required by this RFP?
5. Has the Offeror provided at least three reference letters from previous or current clients that describe a positive view of the Offeror and the services that they provided?
6. Does the proposal demonstrate the level of expertise and experience needed to manage the ABA?

4.03 IMPLEMENTATION OF THE SERVICES AND METHODS **(30 PERCENT – 300 POINTS)**

1. Has the Offeror clearly laid out a plan for managing the ABA?
2. Does the Offeror provide for adequate personnel and time to meet the requirements of the Agency and the RFP?
3. Does the Offeror clearly describe who will be managing the ABA for the Offeror and list who will be the Agency's point of contact?
4. Did the Offeror adequately discuss approaches to the services and tasks described in the RFP?
5. Does the Offeror's proposal demonstrate an in-depth knowledge of the required services and how to get the services completed?
6. Has the Offeror provided an adequate proposal for managing the ABA?
7. Is there anything that the Offeror left out of their proposal or is there anything extra that is not required?

4.04 CONTRACT COST **(40 PERCENT – 400 POINTS)**

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 formula listed below. If the legislative procurement procedures are applicable, all Alaskan Offerors will receive a five (5) percent bidder's preference. This preference will be given before converting the cost to points. The Agency's Procurement Manager will be calculating this section of the evaluation criteria after the PEC and Procurement Manager record scores for the PEC's evaluations of all Technical Proposals that are received.

Formula for Converting Cost to Points

$$([PRICE\ OF\ LOWEST\ COST\ PROPOSAL] \times [MAXIMUM\ POINTS\ FOR\ COST]) \div (COST\ OF\ EACH\ HIGHER\ PRICED\ PROPOSAL)$$

SECTION FIVE – ATTACHMENTS

5.01 SAMPLE EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out below. The total number of points used to score this proposal is 1000.

Person or Firm Name: _____

Name of Proposal Evaluation Committee Member: _____

Date of Review: _____

RFP Number: _____

A. Understanding of The Services – 10%

(Maximum Point Value for this Section – 100 Points [1000 Points x 10% = 100 Points])

Scale Rating 1 : 100 where 1=lowest and 100=highest

A detailed description of the services to be provided which explains the Offeror's understanding of the services required.

1. Does the Offeror's proposal demonstrate an understanding of the goals, objectives, and tasks outlined in this RFP?

2. Are any expectations the Offeror has for the Agency reasonable?

3. Are there any possible conflicts or appearances of conflict with the Offeror's ability to complete the services described in the RFP, based on other clients of the Offeror or services the Offeror may provide during the Contract period?

4. What commitment of resources and personnel is the Offeror willing and able to make to assure responsiveness to the Agency's needs and the requirements of the RFP?

Evaluator's Point Total for Section A

B. Experience and Qualifications – 20 percent

(Maximum Point Value for this Section – 200 Points [1000 Points x 20% = 200 Points])

Scale Rating 1 : 200 where 1=lowest and 200=highest

The experience and qualifications of the personnel assigned to lead or manage the personnel assigned to the project and the experience and qualifications of the Offeror.

Questions regarding the personnel:

1. Did the Offeror identify the individuals that will be involved with the project and provide all of the information requested about those individuals in the RFP?

2. Do the individuals assigned to lead or manage the ABA have experience leading or managing similar buildings?

3. Are the individuals qualified and do they have the experience necessary for the work or services that the Offeror proposes they perform?

Questions regarding the Offeror:

4. How well has the Offeror demonstrated experience in providing services similar to the services required by this RFP?

5. Has the Offeror provided at least three reference letters from previous or current clients that describe a positive view of the Offeror and the services that they provided?

6. Does the proposal demonstrate the level of expertise and experience needed to manage the ABA?

Evaluator's Point Total for Section B

C. Implementation of the Services and Methods – 30 Percent

(Maximum Point Value for this Section – 300 Points [1000 Points x 30% = 300 Points])

Scale Rating 1 : 300 where 1=lowest and 300=highest

A detailed description of how the Offeror plans to implement the services and the methods that will be used to manage and maintain the services required in this RFP.

1. Has the Offeror clearly laid out a plan for managing the ABA?

2. Does the Offeror provide for adequate personnel and time to meet the requirements of the Agency and the RFP?

3. Does the Offeror clearly describe who will be managing the ABA for the Offeror and list who will be the Agency's point of contact?

4. Did the Offeror adequately discuss approaches to the services and tasks described in the RFP?

5. Does the Offeror's proposal demonstrate an in-depth knowledge of the required services and how to get the services completed?

6. Has the Offeror provided an adequate proposal for managing the ABA?

7. Is anything that the Offeror left out of their proposal or is there anything extra that is not required?

Evaluator's Point Total for Section C

D. Contract Cost – 40 Percent

(Maximum Point Value for this Section – 400 Points [1000 Points x 40% = 400 Points])

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 formula listed below. All Alaskan Offerors will receive a five (5) percent bidder's preference. This preference will be given before converting the cost to points. The Agency's Procurement Manager will be calculating this section of the evaluation criteria.

Formula for Converting Cost to Points (The amount of each cost proposal is reached after applying any applicable bidder's preferences.)

([PRICE OF LOWEST COST PROPOSAL] x [MAXIMUM POINTS FOR COST]) DIVIDED BY (COST OF EACH HIGHER PRICED PROPOSAL)

- a. Price of Lowest Cost Proposal _____
- b. Maximum Points for Cost 400 Points
- c. Total of a times b _____
- d. Cost of Higher Price Proposal _____
- e. Divide c by d = _____ Points

Point Total for Section D _____

**OFFEROR COMBINED TOTAL
FOR SECTIONS A THROUGH D** _____

5.02 ABA FLOOR PLANS

Attachment 5.02 (ABA Floor Plans) is the apartment floor plans, including furniture placement. The attachment will be provided to Potential Offerors as a separate attachment to the RFP when a Potential Offeror registers with the Procurement Manager for this RFP.

This space was intentionally left blank.

5.03 COST PROPOSAL FORM

RFP Number: 663

RFP Title and Description: Property Management Services for the Assembly Building Apartments

OFFEROR

Company Name: _____

Address: _____

City, State, Zip Code: _____

Telephone No.: _____ Email address: _____

Tax Identification No.: _____ Alaska Business License No.: _____

COST PROPOSAL

The Offeror hereby provides the price(s) listed below in accordance with the RFP as the Total Proposed Contract Prices for the services described in RFP 663. The representations in the groups below are for evaluation purposes and to establish the prices of each billable service performed by the Successful Offeror throughout the Contract. The prices provided shall be all inclusive and include all costs associated with administration, travel, per-diem, personnel, permits, licenses, office space, and all necessary labor to complete the property management services as required in this RFP. Offerors shall indicate a monthly price per month for both session and interim months for years one (1) and two (2) of the initial Contract period, then total both years on line five (5) below as the Offerors Cost Proposal.

1. Session Monthly Services Fee for first year of the initial Contract term (December 1, 2023 – May 31, 2024):
\$ _____ per month times (x) 6 months equals (=) \$ _____ +
2. Interim Monthly Services Fee for first year of the initial Contract term (June 1, 2024 – November 30, 2024):
\$ _____ per month times (x) 6 months equals (=) \$ _____ +
3. Session Monthly Services Fee for second year of the initial Contract term (December 1, 2024 – May 31, 2025):
\$ _____ per month times (x) 6 months equals (=) \$ _____ +
4. Interim Monthly Services Fee for second year of the initial Contract term (June 1, 2025 – November 30, 2025):
\$ _____ per month times (x) 6 months equals (=) \$ _____ =

5. **Total of Proposed Contract Prices:** \$ _____
(Line 1 Total + Line 2 Total + Line 3 Total + Line 4 Total = Line 5 Total)

By signature on this Proposal Form, Offerors certify that they comply with the following: (a) the laws of the State of Alaska; (b) the applicable portion of the Federal Civil Rights Act of 1964; (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government; (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government; (e) all terms and conditions set out in this RFP; (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; (g) that the offers will remain open and valid for at least ninety (90) days from date of submission of offer to Agency; and (h) that programs, services, and activities provided to the general public under the resulting Contract will conform to the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government. If an Offeror fails to comply with (a) through (h) of this paragraph, the Agency reserves the right to disregard the proposal.

NAME OF OFFEROR: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____ **DATE:** _____

5.04 PERFORMANCE BOND

STATE OF ALASKA LEGISLATIVE AFFAIRS AGENCY

PERFORMANCE BOND

For

Bond No. _____

Project Name and Number:

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska, Legislative Affairs Agency, in the penal sum of _____ Dollars

(\$ _____) good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the State of Alaska, Legislative Affairs Agency, we bind ourselves, our heirs, successors, executors,
administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, Legislative Affairs Agency, on the _____ of _____, 20____, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the State of Alaska, Legislative Affairs Agency, any sums paid the Principal which exceed the final payment determined to be due upon completion of the project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____,
_____ this _____ day of _____, 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

See Instructions on following page

PERFORMANCE BOND (continued)

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Procurement Manager.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures. Please contact the Procurement Manager for a full size version of this form if needed.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

5.05 PROPOSAL CHECKLIST

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

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

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



TO INCLUDE:

- ☐ The Cost Proposal Form (Attachment 5.03 (Cost Proposal Form))
- ☐ A copy signed by the Offeror of each amendment issued by the Agency
- ☐ Alaska Business License and Entity information included within Technical Proposal Cover Letter
- ☐ Alaska Real Estate License information included within Technical Proposal Cover Letter
- ☐ Documentation indicating the experience and qualifications of the Offeror and Staff assigned to provide services for the Contract included with Technical Proposal
- ☐ Three Letters of Reference for Offeror included with Technical Proposal
- ☐ Submission of Technical and Cost Proposals in separately sealed envelopes or PDF attachments