

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

RFP NO. 664

LEASE OF OFFICE SPACE IN ANCHORAGE, ALASKA

SEALED PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS OR MUST BE EMAILED TO JC.KESTEL@AKLEG.GOV BY 4:30 P.M. ON FRIDAY, DECEMBER 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 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 the following website: <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 - NOTICE TO OFFERORS

1.01 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.

1.02 PHOTOCOPIES

Photocopied proposals may be submitted as long as one copy has an original signature on the enclosed Proposal and Price Offer Forms.

1.03 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 Legislative Affairs Agency (Agency) reserves the right to disregard the proposal.

1.04 U.S. FUNDS

Prices quoted shall be in U.S. funds.

1.05 TAXES

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

1.06 CONTACTS / RFP QUESTIONS / CONTACT PERSON

OFFERORS OR THEIR AGENTS MAY NOT CONTACT ANY MEMBER OF THE PROPOSAL EVALUATION COMMITTEE OR THEIR STAFF OR ANY MEMBER OF THE LEGISLATURE OR THEIR STAFF REGARDING THIS RFP. All questions concerning this Request for Proposals must be directed to the Procurement Manager of the Legislative Affairs Agency.

There are generally two types of questions:

(1) A question which can be answered by directing the Offeror to the specific section of the Request for Proposals where the information is found. Responses to this type of question may be given over the phone 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 Request for Proposals or its intent. Responses 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; these questions should be received by the Procurement Manager at least eleven (11) 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.

1.07 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 amendment. 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.

1.08 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 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 forms in paragraph 4.01 (Proposal Form), paragraph 4.02 (Price Offer Form), and paragraph 4.03 (Questionnaire).

One (1) copy of the form in paragraph 4.01 (Proposal Form), one (1) copy of the form in paragraph 4.03 (Questionnaire), and the REMAINDER OF THE OFFER should be submitted in a sealed envelope or container with the RFP number on the outside of the sealed envelope or container, or the REMAINDER OF THE OFFER can be emailed in the form of a PDF document labeled PROPOSAL FORM and QUESTIONNAIRE 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 664.pdf" (Offeror A is the name of the Offeror).

One (1) copy of the form in paragraph 4.02 (Price Offer Form) must be submitted in a separate sealed envelope or PDF document marked Cost Proposal with the RFP number on the outside of the envelope or with the RFP number in the subject line of the email that the PDF Proposal is sent in.

Please note that the maximum size of a single email (including all text and attachments) that can be received by the Agency is fifty (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 50 mb 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) or (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 non-responsive 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 date and time listed on Page 1 of this RFP as the deadline for receipt of proposals. A proposal will be rejected if the proposal and any signed amendments are not received prior to the deadline.

1.09 DISCUSSIONS WITH OFFERORS

This paragraph is removed for purposes of this RFP.

1.10 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) or (907) 465-4980 (TDD), within a reasonable time, as determined by the Agency, before the proposals are due, to make any necessary arrangements.

1.11 PREFERENCE FOR ALASKA OFFEROR

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 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.

1.12 USE OF LOCAL PRODUCTS

Section 142 of the Alaska Legislative Procurement Procedures states that in a contract involving the purchase of supplies, including a construction contract, only products manufactured, produced, or harvested in the state may be purchased if the supplies are competitively priced, available, and of like quality compared with products manufactured, produced, or harvested outside the state. AS 36.15.010 requires that in a project financed by state money in which the use of timber, lumber, and manufactured lumber projects is required, only timber, lumber, and manufactured lumber products originating in this state from local forests shall be used wherever practicable. Therefore, if construction, repair, renovation, redecoration, or other alteration is to be performed by the Successful Offeror to satisfy this Request for Proposals or to comply with a provision of the resulting Lease, the Successful Offeror must use, wherever practical, timber, lumber, and manufactured lumber products originating in the state from local forests and only products manufactured, produced, or harvested in the state may be purchased if the supplies are competitively priced, available, and of like quality compared with products manufactured, produced, or harvested outside the state.

1.13 FUND OBLIGATIONS

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

1.14 CANCELLATION; REJECTION OF ALL PROPOSALS; PREPARATION COSTS

This RFP does not obligate the Agency or the Alaska Legislative Council to award a Lease or to pay any costs incurred in the preparation of the proposal if a Lease is not awarded. This RFP may be cancelled, or all proposals rejected, as provided in sec. 120 of the Alaska Legislative Procurement Procedures. Among other reasons, this RFP may be cancelled if all the responsive proposals exceed the funds available for the Lease.

1.15 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.

1.16 PROCUREMENT PROCEDURES

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

1.17 ADDITIONAL TERMS AND CONDITIONS

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

1.18 FORMAT OF LEASE

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

1.19 LEASE NEGOTIATIONS

This paragraph is removed for purposes of this RFP.

1.20 FAILURE TO NEGOTIATE

This paragraph is removed for purposes of this RFP.

1.21 FIRM OFFER

For the purpose of award, even if a notice of intent to award to another offeror is issued during the ninety (90) days or a contract is entered into with another offeror during the ninety (90) days, 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.

1.22 AWARD OF CONTRACT

Award of this RFP is subject to approval by the State of Alaska Legislative Council.

1.23 AWARD CRITERIA

All Offerors should note that final award of a Lease based on this RFP is not solely based on the price. See paragraph 3.36 (Award Criteria) of the General Conditions and Requirements of this RFP.

1.24 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.

1.25 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 as required by secs. 230 and 240 of the Alaska Legislative Procurement Procedures.

1.26 LEASE 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.

1.27 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.

1.28 BINDING ON SUCCESSORS

Subject to paragraph 1.16 (Procurement Procedures) and paragraph 1.27 (Contract Assignment/Transfer) of this RFP, 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.

1.29 RENOVATION

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

1.30 WAGE-RELATED REQUIREMENTS

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

If it is found that a laborer, mechanic, or field surveyor employed by the Successful Offeror or the Successful Offeror's contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the Lease to be paid, the Agency may, by written notice to the Successful Offeror, terminate the Successful Offeror's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Successful Offeror and the Successful Offeror's sureties are liable to the Agency for excess costs for completing the work.

An Offeror may want to consider the above paragraph when calculating the proposed Leasehold Improvement Cost for the proposal as described in paragraph 2.04 (Leasehold Improvements Defined). The Department of Labor and Workforce Development – laborers' and mechanics' minimum rates of pay can be found at the following website: https://labor.alaska.gov/lss/forms/Pamphlet_600_Issue_47.pdf

1.31 RESTORATION LIABILITIES

The Agency agrees to leave the premises at the expiration or termination of the Lease in as good a condition as when first occupied, except for reasonable wear and tear and loss or

damage caused by fire, explosions, earthquakes, acts of God or war, or other casualty. At the termination of the Lease, the Agency is not required to restore the premises to their condition before the Successful Offeror made the improvements required under this RFP or under the Lease.

1.32 UNTENANTABILITY

During the term of the Lease, if the premises or any part is rendered untenable by public authority, or by fire, the elements, or other casualty, a proportionate part of the rent according to the extent of such untenability shall be abated and suspended until the premises are again made tenantable and restored to their former condition by the Successful Offeror; and if the premises or a substantial part of the premises is rendered untenable by the public authority or casualty and remain untenable for a period of thirty (30) days, the Agency may, at its option, terminate the Lease issued as a result of the Request for Proposals by written notice to the Successful Offeror. The Agency's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy. This 30-day period shall not be so restrictively construed that the Agency is bound to remain in the leased facility if the Agency's business cannot be safely executed. If warranted due to unsafe conditions, the Agency is free to move elsewhere. If the premises are made tenantable again within this 30-day period, the Agency will return to the facility for occupancy. The Agency may also choose to recover any excess costs, over the abated Lease payments, caused by relocation due to untenability.

1.33 BREACH OF LEASE

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

1.34 LEASE VIOLATIONS, DEFAULT, AND REMEDIES

If the Agency shall at any time be in default in the payment of rent or in violation of any of the terms of the Lease issued as a result of this RFP, and fails to remedy such default or violation within sixty (60) days after written notice of the default or violation from the Successful Offeror, the Successful Offeror may retake possession of the premises by an unlawful detainer action or other lawful means, the Lease will terminate without prejudice, and the Successful Offeror may recover from the Agency all rent due up to the time of such entry. In case of any such entry by the Successful Offeror, the Successful Offeror shall re-let the premises for the remainder of the term for the highest rent obtainable and may recover from the Agency an amount equal to the difference between the amount obtained by reletting and the rent specified by the Lease.

If at any time the Successful Offeror violates a term or obligation of the Successful Offeror under this lease, and the Successful Offeror fails to fix the problem within a reasonable time (or promptly, if a building hazard is involved) after the Agency notifies the Successful Offeror in writing of the violation, the Agency may fix the problem involved and deduct the cost, including, but not limited to, administrative costs, from the rent. If the Agency chooses not to fix the problem or cannot fix the problem, the Agency may deduct from the rent the Agency's damages, which are to be determined by the Agency's Procurement Manager; when deducting damages under this sentence, "damages" means either (1) the costs (including, but not limited to, administrative costs) of alleviating or adjusting to the problem, or (2) the diminution of the value of the Lease to the Agency caused by the Successful Offeror's violation. Instead of pursuing the other remedies provided by this paragraph, if the Successful Offeror fails to

correct a violation within a reasonable time (or promptly, if a building hazard is involved) after receiving written notification of the violation from the Agency, the Agency may terminate the Lease by giving ten (10) days written notice of the termination to the Successful Offeror and may recover damages from the Successful Offeror. This paragraph does not apply to a situation covered by paragraph 1.32 (Untenantability) or to the termination allowed under paragraph 1.30 (Wage-Related Requirements) of this RFP.

1.35 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 Lease, 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.

1.36 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.

1.37 INDEMNIFICATION

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

1.38 INSURANCE

Without limiting Successful Offeror's indemnification responsibilities under paragraph 1.37 (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:

- A. Workers' compensation insurance as required by AS 23.30.045(d) for all employees engaged in work under the contract and as required by any other applicable law; the Successful Offeror will be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract; this coverage must include a waiver of subrogation against the State of Alaska;
- B. Comprehensive general liability insurance covering all business premises of, and operations by or on behalf of, the Successful Offeror in the performance of the contract, including, but not limited to, blanket contractual coverage, products coverage, premises and operations coverage, independent contractor's 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; and

- C. Commercial automobile liability insurance covering all vehicles used by the Successful Offeror or any subcontractor who directly or indirectly provides services under this contract in the performance of the contract, with minimum coverage limits of \$500,000 combined single limit per occurrence;

The Successful Offeror must have the policy for the insurance listed in A. – C. above in effect when the Agency begins occupying the premises or when the Agency’s Executive Director or her designee signs the Lease. The Successful Offeror shall submit to the Agency on the first day of occupancy a certificate of insurance for the insurance identified in A. – C. above as required in paragraph 2.11 (Date of Occupancy) of the Special Conditions and Requirements of this RFP. Each of the required insurance policies must provide for the Agency to receive a thirty (30) day prior notice of any cancellation. Where specific limits are shown above, it is understood that they are the minimum acceptable limits. If a policy contains higher limits, the Agency will be entitled to coverage to the extent of the higher limits. All insurance policies must comply with, and be issued by, insurers licensed to transact the business of insurance in Alaska or in another state.

A Successful Offeror who is an entity without employees may satisfy the workers’ compensation requirements of this paragraph 1.38 (Insurance) by submitting a signed letter stating that the Successful Offeror is an entity without employees and that if at any time during the term of the Lease, including any renewals or holdovers, one or more employees are hired, the Successful Offeror will purchase at its own expense and maintain in force at all times workers’ compensation insurance for the employee or employees and submit proof of the workers’ compensation insurance to the Agency.

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

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

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

1.39 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 strikes.

1.40 HOLDING OVER

At the Agency's sole discretion, prior to the Lease expiration, the Agency may provide written notice to the Successful Offeror informing the Successful Offeror the Lease will be in holdover status for a period up to six months at the same monthly lease rate. At the Agency's sole discretion, the Agency may continue the tenancy after the initial six (6) month holdover period but the monthly lease rate shall be at current market rate and the additional holdover period may not exceed six (6) months. After a combined holdover period of one year, tenancy shall be construed to be a month-to-month tenancy at the current market rate. All other terms and conditions specified by the Lease will remain the same. If the Agency remains on the premises after the expiration of the Lease and has not provided the written notice described in this paragraph 1.40 (Holding Over) for the initial six-month holdover period, the holdover will be considered a month-to-month tenancy on the same terms and conditions of the Lease that ended.

1.41 TIME

Time is of the essence.

1.42 CHANGES

Changes in the premises, whether the changes are proposed by the Successful Offeror or by the Agency, after acceptance of the offer, must be mutually agreed upon by both parties in writing before such changes are actually accomplished.

1.43 FINANCING

Proposals offering space by construction of a new building must be fully supported by evidence that adequate financing is available to deliver the premises as specified in this RFP (e.g., conditional financing commitment or bank letter of credit, etc.). This proof must be submitted with the proposal. Failure to provide such proof may be cause for rejection of the proposal.

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

1.44 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 1.44 (Human Trafficking), the Agency may, without liability, reject the Offeror's proposal as non-responsive, cancel an intent to award to the Offeror, or cancel the resulting contract to the Offeror.

1.45 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 Contractor to review AS 24.60 and comply with AS 24.60.

1.46 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.

RFP Issue Date	November 1, 2023
Deadline for Written Questions	November 21, 2023
Deadline for Receipt of Proposals – Proposals Opened	December 1, 2023
Site Visits (if applicable)	December 5 - 7, 2023
Notice of Intent to Award Contract Issued (NIA)	December 14, 2023
Agency Signs Lease	January 2024
Lease Term Begins	July 1, 2024

SECTION TWO – SPECIAL CONDITIONS AND REQUIREMENTS

2.01 SPECIAL CONDITIONS AND REQUIREMENTS

The Special Conditions and Requirements shown below modify the General Conditions and Requirements and shall supersede the General Conditions and Requirements if they conflict.

2.02 LOCATION

Downtown Anchorage, Alaska, within an easily accessible area. The RFP Boundary area shall also include areas within one hundred (100) yards of the RFP Boundary. The RFP Boundary is shown in the RFP Boundary map, provided as attachment A-1 (RFP Boundary) of this RFP.

2.03 STRUCTURES ALLOWED

Any new construction, new building, existing building, modified existing building, including an existing building requiring modifications to the exterior walls in order to meet the Agency's configuration requirements, or other structure is allowable as long as the proposed structure meets the requirements of this RFP and any construction or modifications necessary to meet the requirements of this RFP will be accomplished by the occupancy date specified in this RFP.

2.04 LEASEHOLD IMPROVEMENTS DEFINED

When pricing offers, Offerors should separate the Leasehold Improvement Cost from the Base Lease Cost as shown on the Price Offer Form. In general, the leasehold improvement portion of construction is limited to the construction needs specific to the requirements of the Agency's solicitation and does not include the basic structure of the building or construction in common areas.

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

Existing Facility: Except as provided by the previous language in this paragraph 2.04 (Leasehold Improvements Defined), all elements of construction related directly to the Agency's needs as specified in the solicitation are identified as Leasehold Improvement Costs.

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

2.05 CIRCULATION

In addition to the amount of space defined in paragraph 2.06 (Configuration) of this RFP, the Successful Offeror shall furnish adequate additional space within the leased area for people to easily circulate between the specific rooms, work areas, and offices without encroaching upon those rooms, work areas, and offices. The additional space is required to meet circulation requirements of building codes, fire codes, accessibility for persons with disabilities, and the unique circulation requirements of each offered building.

2.06 CONFIGURATION

The square footage numbers listed in this paragraph are approximate and may not be the amount needed to include all of the types of circulation required in paragraph 2.05 (Circulation) of this RFP. The Agency shall dictate the final space layout.

The Agency is soliciting for approximately 1900 square feet of net usable office space as defined in paragraph 3.09 (Net Usable Space) of the General Conditions and Requirements of this RFP. Office space shall be Class A office space. The Agency prefers street level office space for ease in public access; however, office space located on other floors of a building may be accepted if the access to the space offered meets the Americans with Disabilities Act 2010 ADA Standards for Accessible Design, including amendments, as the standards would apply to a newly-constructed state-owned facility.

The configuration requirements in this paragraph 2.06 (Configuration) and the location of the required parking spaces described in this RFP are preferred by the Agency. The Agency may, however, accept other configuration layouts, including, but not limited to, less or more square footage, but reserves the right to modify other configuration layouts to best meet the needs of the Agency.

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

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

1. OFFICE SPACE – Approximately 1900 square feet of total net usable office and conference space. The Agency prefers this area to be easily accessible for public access.
 - a. Five Staff Office Areas – Each approximately 175 square feet of enclosed workspace, windows preferred.
 - b. Executive Office Area – Approximately 225 square feet of enclosed workspace, window required.
 - c. Conference Room – Approximately 350 square feet of enclosed workspace, window preferred.
 - d. Reception Staff Area – Approximately 100 square feet of open workspace, with door and service window separating the reception staff area from the reception waiting area.
 - e. Reception Waiting Area – Approximately 50 square feet of enclosed space, inside main entrance of the leased premises. Serves as main access point for the leased premises, is separated from reception staff area by door and service window.

- f. Copy and Break Area – Approximately 150 square feet of enclosed space with kitchen style counter, upper and lower cabinets, adequate electrical service to power a refrigerator, a microwave, a coffee pot, and a copier and a double sink preferred.
- g. Storage Closet – Approximately 100 square feet of enclosed space.
- h. Communications Closet – Approximately 50 square feet of enclosed space.

2.07 PARKING

In addition to the requirements in paragraph 3.22 (Parking Requirements) of the General Conditions and Requirements of this RFP and notwithstanding paragraph 2.06 (Configuration) of the Special Conditions and Requirements of this RFP, the following are required:

Seven (7) reserved off-street parking spaces are required for the 24-hour, seven-day a week exclusive use of the Agency. These parking spaces must be provided at no additional cost to the Agency. Notwithstanding the requirements in paragraph 3.22 (Parking Requirements) of the General Conditions and Requirements of this RFP, the Agency prefers that the two reserved parking spaces be immediately next to the building where the proposed office space is located and have good accessibility in and out of the parking area. This requirement is in addition to any parking required to comply with the 2010 ADA Standards for Accessible Design per the Americans with Disabilities Act (ADA), as currently written and as they may be subsequently amended, unless the ADA designated parking is for the exclusive use of the Agency.

2.08 INITIAL TERM OF LEASE

Five (5) years.

2.09 RENEWAL

The Agency shall have the option to renew the Lease for five (5) additional two (2) year periods and may exercise this option at any time during the initial term of the Lease or during a renewal term of the Lease. The Agency shall exercise its renewal option(s) under this paragraph by giving the Successful Offeror written notice before the expiration of the term during which the option is exercised.

2.10 ADJUSTMENTS OF RENT

The rent shall be adjusted the first of July of each year beginning July 1, 2025, to reflect changes in the Successful Offeror's variable costs only if a written request from the Successful Offeror is received by the Procurement Manager at least ninety (90), but not more than one hundred and eighty (180), days in advance of July 1st of the year for which the request is made. Retroactive adjustments will not be allowed. Variable costs are defined as all operational costs other than debt service and profit and further defined for the purpose of the Lease as thirty-five percent (35%) of the Base Monthly Rental Rate. The Base Monthly Rental Rate is the monthly rental rate as of the date the Agency begins occupying the space. The adjusted monthly rental rate will be based on the percentage of change, between 2023 and the calendar year before the calendar year of the adjustment, in the U.S. Department of Labor Consumer Price Index for All Urban Consumers, Anchorage Area (CPI-U).

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

PERCENTAGE OF CHANGE IN CPI-U

$$\frac{\{\text{Annual average CPI-U for the calendar year preceding the year of adjustment or renewal}\} - \{\text{Annual average CPI-U for the calendar year 2023}\}}{\text{Annual average CPI-U for the calendar year 2023}} = x$$

$$x / \text{Annual average CPI-U for the calendar year 2023} \% = y\%$$

ADJUSTED MONTHLY RENTAL RATE

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

2.11 DATE OF OCCUPANCY

The premises shall be ready for the Agency to begin moving the Agency's furniture and equipment on or before June 1, 2024. Full occupancy by the Agency is required no later than July 1, 2024. The Agency cannot move immediately after an award is made. The Offeror must submit with their proposal anticipated move-in dates if leasehold improvements are required. Compliance with all parts of this RFP will be required prior to occupancy, including a Certificate of Occupancy from an appropriate building official if required by the Municipality of Anchorage, a Cable Test Report, the ADA Facility Audit Report, and a Certificate of Insurance.

2.12 LIQUIDATED DAMAGES

In the event the space is not ready for occupancy by the Lessee on July 1, 2024, the actual damages incurred by the Lessee will be difficult to assess, so the Lessor must pay the Lessee \$950.00 per day for each calendar day that occupancy is delayed beyond the July 1, 2024, occupancy date, unless a new occupancy date is mutually agreed upon by both parties.

2.13 ELEVATORS

If the office space offered under this RFP is on the second floor or above, it must be served by an elevator that, in addition to complying with paragraph 3.02 (Accessibility) of the General Conditions and Requirements of this RFP, complies with the current applicable editions of the rules, regulations, and codes of the State and the Municipality of Anchorage. Documentation from a licensed elevator repair person stating that the elevator is in good working order and meets all the minimum standards may be required before occupancy.

For the purpose of this paragraph, the word "elevator" means a hoisting or lowering mechanism which moves between two or more floors, equipped with a multiple-passenger car.

Elevators are intended for the convenience and use of the Agency and the general public and shall provide 24-hour access 7 days a week to the leased space proposed under this RFP. The Offeror must meet the requirements of this paragraph for all leased space above the first floor.

2.14 BUILDING AND PARKING SECURITY

Offerors may include in their proposal what type of security, including, but not limited to, security services and devices that the Offeror will provide for the proposed office space and parking area for the Agency. An Offeror is not required to include security in a proposal, but a

proposal that does offer security may receive a higher score under paragraph 3.35(C)(2) (Evaluation Factors) of the General Conditions and Requirements of this RFP.

2.15 COLORED PICTURES OF PROPOSED SPACE

Offerors must submit good quality colored, representative, and accurate pictures of the interior, exterior, surrounding area, and parking area of the building in Offeror's proposal. If Offeror is proposing the construction of a new building, Offeror's pictures must show the site of construction and the surrounding area. An Offeror may not submit a video.

2.16 COLOR SAMPLES

In addition to the requirements of paragraphs 3.15 (Window Covering Requirements), 3.16 (Floor Covering Requirements), and 3.19 (Painting Requirements) of the General Conditions and Requirements of this RFP, and 1.29 (Renovation) of the Notice to Offerors of this RFP, if window coverings or floor coverings are to be replaced, or if the surfaces of the leased premises are to be repainted, the Successful Offeror shall deliver color samples for the items or the paint to the Procurement Manager of the Legislative Affairs Agency.

SECTION THREE - GENERAL CONDITIONS AND REQUIREMENTS

3.01 GENERAL CONDITIONS AND REQUIREMENTS

These General Conditions and Requirements shall govern unless specifically modified by the Special Conditions and Requirements or Notice to Offerors.

3.02 ACCESSIBILITY

Throughout the entire duration of the Lease, the Successful Offeror shall ensure that the space and any subsequent alterations to the space shall meet the specifications of the 2010 ADA Standards for Accessible Design per the Americans with Disabilities Act (ADA), as currently written and as they may be subsequently amended (hereafter referred to as ADA compliance). The space and subsequent alterations must meet ADA compliance requirements as they apply to a public entity. The Successful Offeror must provide space that meets the same level of ADA compliance as if the leased space were in a newly constructed state-owned facility from which all program services are directly delivered to the public.

The Agency's acceptance of the Successful Offeror's space and alterations and any inspection by the Agency do not relieve the Successful Offeror of responsibility for ADA compliance. The Successful Offeror must certify that the space meets ADA standards.

In this paragraph 3.02 (Accessibility), "space" includes the leased premises (including, but not limited to, restrooms in the leased premises); common areas of the building (including, but not limited to, restrooms in the common area); reserved parking spaces; and the access to the leased premises, common areas, and parking areas.

As required in paragraph 2.11 (Date of Occupancy) of the Special Conditions and Requirements of this RFP, prior to the occupancy date, the Successful Offeror shall furnish an ADA Facility Audit Report from an architect registered to practice in the State of Alaska. The report must be prepared, at no cost to the Agency, after the completion of any new construction or any alteration of the existing space undertaken to respond to the RFP. The ADA Facility Audit Report must indicate that the offered space complies with all the requirements of ADA compliance and this paragraph.

3.03 PAYMENT OF RENT

Monthly rental payments shall be issued by the Agency the first day of each month. Rental payments shall be sent through an electronic funds transfer or delivered by first class mail, at the Successful Offeror's request. The Successful Offeror shall notify the Agency if the Successful Offeror has not received a rental payment before ten (10) business days after the first of each month.

3.04 TYPE OF BUILDING

- A. The space offered shall be in a building of sound and substantial construction which meets all applicable building codes, life safety codes, ADA compliance, regulations, and standard building practices of the State and the Municipality of Anchorage, is properly protected against fire and other hazards, is provided with ventilation, and does not leak. The building shall also conform to the applicable thermal and energy standards and shall comply with OSHA safety codes. The building and the area in which it is located shall be clean and free

from objectionable tenancy, odors, vermin, rodents, and other features which in the opinion of the Agency will be detrimental to Agency operation.

B. Natural Light: The space offered for lease must have direct natural light through windows, not skylights, in the workspace and conference areas. The Agency recognizes that building configuration may preclude windows from being available in each workspace and conference area, but the predominant character of the area to be occupied by employees shall be one of good access to natural light. Any devices for controlling the natural light coming into the leased space, such as curtains, blinds, shades, or screens, shall be solely under the physical control of the Agency. Basement space is not acceptable for office space or conference rooms.

3.05 TYPE AND ARRANGEMENT OF SPACE

Modern space with ventilation, acoustical properties appropriate for a workplace, electrical outlets, heating, lighting, floor coverings, and separate lavatory facilities for men and women, as more particularly set forth in this RFP, is required. Space may not be split among more than one floor of a building. The exclusive right of the Agency to the entire building is not mandatory. However, the building shall be so arranged as to permit the exclusive right and entry of the Agency to the leased area, and the occupancy by other parties shall be restricted to those functions which will not detract from the dignity of the Agency and its functions.

3.06 PLANS AND SPECIFICATIONS

Offerors shall provide with their proposal a floor layout plan including room number, and square footage of each room. Plans must be drawn "to scale" with leased usable space footage below 10,000 square feet to be at 1/4" scale and those over 10,000 square feet to be at 1/8" scale. All parts of the plan must be labeled, including, but not limited to, the identity of each room, and the location of heating/cooling controls, telephone jacks, internet jacks, cable TV outlets, and electrical outlets. Alterations or other work planned by the Successful Offeror for the purpose of meeting RFP specifications should be clearly shown on the floor plan and explained in an attached narrative statement. If an Offeror fails to comply with this paragraph, the Agency reserves the right to disregard the proposal.

3.07 AS-BUILT DRAWINGS

The Successful Offeror shall provide "As-Built" drawings to reflect the leased area at time of occupancy, including all improvements and the location of all computer outlets and cabling. Drawings must be "to scale" with usable square footage at 1/8" scale. If the Successful Offeror fails to provide the "As-Built" drawings within 30 calendar days from date of occupancy of each phase, the Agency shall have the right to secure "As-Built" drawings prepared by an Alaska licensed and registered architect or engineer and to deduct the costs incurred, including, but not limited to, administrative costs, from the lease payments.

3.08 NET USABLE SPACE

The net usable space of an office shall be computed measuring to the inside finished surface of the office side of a common area corridor and other permanent walls, to the center of partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. No deductions shall be made for columns and projections necessary to the building.

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

3.09 DELIVERY AND CONDITION OF PREMISES

The space shall be delivered ready for occupancy on the date shown in paragraph 2.11 (Date of Occupancy) of the Special Conditions and Requirements of this RFP. Being "ready for occupancy" includes, but is not limited to, receiving an acceptable Cable Test Report, receiving an acceptable ADA Facility Audit affidavit, and having all mechanical facilities, all equipment, and all fixtures in good operating condition. The Agency reserves the right to determine when the space is ready for occupancy.

3.10 NOISE

A location having a low level of audible external noise is desired.

3.11 UTILITIES AND SERVICES

The Successful Offeror will provide at no additional cost beyond the rental payments all utilities, including, but not limited to, heat, electricity, sewage, potable water, trash removal from the premises, snow and ice removal, and janitorial services, except that the Agency will pay its own telecommunication, television, and internet utility bills.

3.12 ELECTRICAL REQUIREMENTS

A. ELECTRICAL WIRING STANDARDS: All electrical work performed and electrical systems shall comply with the current applicable editions of:

1. the National Electrical Code of the National Board of Fire Underwriters (National Electrical Code);
2. the rules, regulations, and codes of the State of Alaska and the Municipality of Anchorage; and
3. the standardized rules of the National Electrical Manufacturers Association.

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

B. POWER DISTRIBUTION: The power distribution system serving the leased space shall include distribution equipment to provide 120-volt single phase and 208-volt or 240-volt split phase power. Receptacle loads, branch circuits, panel boards, and feeder loads shall be less than 50% of the associated circuit breaker rating. Loads shall be calculated in accordance with the National Electric Code. All panel boards shall have a minimum of 25% vacant space for future expansion.

C. LIGHTING: Lighting fixtures shall be provided that meet the National Energy Policy Act (42 U.S.C. 13201 - 13574) and produce well-diffused illumination that meets the Illuminating Engineering Society of North America (IESNA) Illuminance Values mid-range weight factors unless otherwise specified in other paragraphs. Sample values are as follows:

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

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

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

- D. SWITCHING: Individual switching shall be provided for each room or area. Switches shall be located inside the lighted space, adjacent to the entry, accessible with doors open or closed. In lieu of or in addition to the previous sentence, lighting may be controlled by a building control system. Motion detectors are acceptable in lieu of switches for all spaces except open offices. The Successful Offeror shall provide three-way or four-way switching, as appropriate, in corridors and large rooms with more than one entry.
- E. ELECTRICAL OUTLETS: Unless otherwise specified, office and similar type workspace shall be provided with not less than one duplex outlet every 8 linear feet of wall space and connected to the standard electrical system.

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

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

3.13 PLUMBING REQUIREMENTS

- A. DRINKING WATER: Water suitable for drinking purposes shall be provided through drinking fountains or water coolers located at a central location in the main hallways on each floor. If water coolers are provided, the bottled water and disposable paper cups shall be supplied by the Successful Offeror at no additional cost to the Agency.
- B. RESTROOMS: The Successful Offeror shall provide separate toilet and lavatory facilities for men and women in compliance with all applicable codes and the state's safety regulations. Unisex restrooms are permitted. Each toilet room shall have single entrance doors, with automatic door closers or other approved entrance arrangement. They shall be equipped or provided with stall partitions with doors. They shall also be provided with adequate mirrors, soap, tissue and paper towel dispensers, sanitary napkin dispensers in the women's restrooms, deodorizers, sanitary tissue seat cover dispensers, and ventilation. Each restroom shall have hot and cold running water. Public restrooms shall not be located within the Agency's leased space. Access to the public restrooms may not be through the Agency's leased space.

3.14 HEATING, COOLING AND VENTILATION REQUIREMENTS

- A. HEATING AND COOLING: Equipment shall be provided to maintain a temperature in all the offices and similar type space uniformly between 68 degrees Fahrenheit and 72 degrees Fahrenheit. The area to be maintained in this temperature zone is the area two (2) feet above the floor to a height of five (5) feet above the floor.

If the temperature is not maintained between 68 degrees Fahrenheit and 72 degrees Fahrenheit range for a period of more than one (1) working day, the Successful Offeror shall, upon receipt of a written complaint from the Agency, provide suitable temporary auxiliary heating or cooling equipment, as appropriate, to maintain the temperature in the specified range. If such temporary auxiliary equipment is necessary for more than 21 consecutive calendar days, the Successful Offeror shall, not later than the 21st calendar day, initiate a diligent effort to rectify the failure in order to uniformly maintain the temperature range required without the use of temporary auxiliary equipment. If, after 42 consecutive calendar days, the temporary auxiliary equipment is still necessary to maintain the temperature range, the Agency shall be free to hold the Successful Offeror in default and fix the problem, deduct from the rent the Agency's damages, or terminate the Lease, as provided in paragraph 1.34 (Lease Violations, Default, and Remedies) of the Notice to Offerors of this RFP, it being considered that the Agency has proffered a reasonable amount of time for the Successful Offeror to effect suitable modification or repair to the building in order to maintain the specified temperature range without resort to temporary auxiliary devices.

- B. VENTILATION: All occupied areas of the building shall be provided with at least the minimum amount of outside (ventilation) air prescribed by American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standard 62.1: "Ventilation for Acceptable Indoor Air Quality." This ventilation air shall be introduced by mechanical means. A minimum of six air changes per hour shall be provided in occupied spaces. Exhaust air systems serving toilet rooms and janitor's closets shall be sized to provide a minimum of 10 air changes per hour. Additional ventilation may be provided by windows that open with screens installed.
- C. Documentation from a licensed mechanical engineer or heating, ventilation, and air conditioning (HVAC) installer certifying that minimum standards are met may be required before occupancy.

3.15 WINDOW COVERING REQUIREMENTS

All outside windows that provide visibility into the leased space from any areas outside of the leased space or outside of the building, including, but not limited to, common area corridors or other building occupants' leased space or operating areas, shall be equipped with Agency-approved drapes, blinds, shades, or other material ready for use with all necessary hardware. Operation of window coverings and hardware shall be accessible to the Agency. Window coverings shall reduce glare and have an openness factor no greater than 5%. Window covering shall be of good quality and appearance matching the decor of the space and shall adequately reduce incoming heat and light to a comfortable level. The Agency reserves the right to (a) select the color of the window coverings, if new window coverings are to be installed; or (b) determine whether existing window coverings are satisfactory, if the Successful Offeror wants to use existing window coverings.

3.16 FLOOR COVERING REQUIREMENTS

All floors shall be covered with carpet except for the floors in the kitchen areas, storage rooms, and public and employee restrooms, which shall be resilient flooring or ceramic tile.

Carpet shall be commercial loop rated for heavy traffic. Carpet shall be new or used and shall have built-in static control (less than 3.5 KV) and shall be non-allergenic. Carpet shall be constructed of 100% branded type 6 nylon with a minimum face weight of 28 ounces and a minimum density of 6,000. A minimum 10-gauge, multilevel patterned loop shall be provided in high traffic areas. Carpet shall be free of holes, defects, stains, and excessive wear.

Resilient flooring shall be new or used, commercial quality, homogeneous sheeting or tile. Restroom floors shall be resilient flooring or ceramic tile. Resilient flooring, if previously used, shall be free of holes, defects, stains, and excessive wear.

Grating, runners, rubber finger mats, or other aggressive methods must be taken at the front entrance to the building and the Agency's leased space to minimize tracking dirt, snow, and ice into the space.

The Agency reserves the right to (a) select the color of the floor covering, if a new floor covering is to be installed; or (b) determine whether the existing floor covering is satisfactory, if the Successful Offeror wants to use the existing floor covering.

3.17 ACOUSTICAL REQUIREMENTS

Offices and similar space shall be furnished with acoustic ceiling tiles, panels, or other sound absorption material. Acoustical control must be sufficient to permit conferences, waiting room noise, and office work to progress simultaneously. It is the Successful Offeror's responsibility to furnish the proper combination of sound absorptive material on ceilings, walls, and floors to achieve the specified preferred noise criteria level.

Background noise due to building equipment operation shall be limited to a maximum Preferred Noise Criterion (PNC) level of 40 dB in public areas and 35 dB in office areas.

The Reverberation Time (RT) in public areas and open office areas shall not exceed 1.2 seconds between 500-2000 Hz.

The following minimum Sound Transmission Class (STC) ratings for partitions, floors, and ceilings apply unless they are specifically modified elsewhere in this document.

- Private offices and other rooms STC 42
- Conference rooms STC 50

When floor to suspended ceiling partitions are provided, sound deadening material must be installed directly above the suspended ceiling. The sound deadening material is required to reduce the transmission of noise through the space above the paneled area to adjoining spaces or through the ducting to other locations in the building.

3.18 PARTITION REQUIREMENTS

Unless otherwise specified, all partitions shall be floor-to-ceiling, flush type, and shall be drywall construction. The finish shall be paint, paneling, or other Agency-approved material.

3.19 PAINTING REQUIREMENTS

All surfaces which normally would be painted shall be finished with a minimum of two coats of interior latex paint on walls and suitable semi-gloss enamel on woodwork and bare metal. The Successful Offeror shall state in the proposal the manner in which the space will be finished. The Agency reserves the right to (a) select the colors for areas to be newly painted; or (b) determine whether existing painted surfaces are satisfactory, if the Successful Offeror wants to use the existing painted surfaces without painting them for the lease.

3.20 DOOR HARDWARE REQUIREMENTS

All doors shall be equipped with all necessary hardware. Cylinder locks and door checks shall be furnished and installed on all doors which open into public corridors or space otherwise accessible to other than those to be employed in the space desired. All locks shall be master-keyed and duplicate individual keys shall be supplied as required and at no additional cost to the Agency. Outside door keys shall be supplied as required and at no additional cost to the Agency.

3.21 VOICE AND DATA REQUIREMENTS

Equipment Racks: The Successful Offeror shall furnish and install all equipment racks and provide appropriate testing described in this paragraph. All equipment racks utilized for this project shall either be a seven (7) foot high Energy Information Administration (EIA) aluminum floor mounted racks that are pre-drilled and tapped in accordance with the standard patterns required for the equipment used for this project or, a 12U wall-mount rack, with a bracket that allows it to swing open to access the rear of the equipment. The racks shall be 19" wide. The racks shall be securely fastened to the floor or wall by means of lag bolts or expansion anchors. Floor mounted 19" racks shall be attached to the wall using a cable runway. The cable runway shall be attached to the top of the rack by using a J-bolt kit. The cable runway shall be attached to the wall using a wall angle support kit as required.

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

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

Unshielded Twisted Pair (UTP) Data/Voice Cabling: All unshielded twisted pair data/voice cabling installed under this contract shall be new Category 5e or better, 4 pair, 24 American Wire Gauge (AWG), extended distance Local Area Network (LAN) cable. The specification of the cable used by the contractor shall be equal to or better than Belden Datatwist TM 350. The cable shall be Class 2 cable (CL2) or Class 2 plenum cable (CL2P) as required by the National Electrical Code. The conductors shall be solid copper, the color code shall be #2.

Indoor plant cabling shall also meet or exceed mechanical and environmental characteristics as specified in American National Standards Institute (ANSI) / Insulated Cable Engineers Association (ICEA) S-83-596 (Standard for Premise Distribution Cable). Outside plant cabling, if required, shall be listed and accepted by the United States Department of Agriculture (USDA) Resource Usage Service (RUS) as compliant with 7 CFR 1755.

The Agency endorses the Siemon Guidelines to Industry Standards as it relates to DATA/VOICE CABLING. As such, this document is available on the following website: <https://w3.akleg.gov/docs/Siemon%20standards.pdf>

Wiring Methods: All cabling shall be run continuous from the specified data/voice jacks at the peripheral (drop) end to the specified patch panel. In accordance with the ANSI/Telecommunications Industry Association (TIA) / Electronic Industries Alliance (EIA) 568-A or B standard, no UTP run shall exceed three hundred (300) feet in length from the specified jack on the peripheral end to the specified patch panel. A minimum of five (5) feet of slack shall be left **loosely wound** (one (1) to two (2) feet in diameter) above each specified data/voice jack to facilitate future termination changes.

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

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

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

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

The Successful Offeror shall provide patch cords to connect the telephone patch panel to the horizontal wiring patch panel. The patch cords shall be of a uniform length sufficient to reach any jack of the common patch panel. Enough patch cords shall be supplied to accommodate the expected number of phones and data connections to be installed plus 25% growth. The patch cords for voice shall be of a different color than the patch cords for data (white is suggested for voice). Patch cords shall meet 5e EIA/TIA 568-A or B standards. Rack mount

cable management hardware shall be provided by the Successful Offeror to accommodate neat and professional installation of patch cords.

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

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

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

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

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

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

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

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

Connector designs shall meet the requirements of the corresponding TIA Fiber Optic Connect Intermateability Standard (FOCIS) documents. The telecommunications outlet/connector box shall have: (1) cable management means to assure a minimum bend radius of 25mm (1.00 in); (2) slack storage capability; and (3) provisions for terminating and housing a minimum of two optical fibers. Testing is required to assure correct polarity and acceptable link performance. Clause II of 568-B.1 provides recommended optical link performance testing criteria. Small Form Factor (SFF) design, if used, shall satisfy the requirements specified in Annex A of the 568-B.3 standard. A TIA FOCIS shall describe each SFF design.

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

MINIMUM SEPARATION OF TELECOMMUNICATIONS PATHWAYS FROM 480 VOLT OR LESS POWER LINES			
CONDITION	<2 kVA	2-5 kVA	>5 kVA
Unshielded power lines or electrical equipment in proximity to telecommunications open or nonmetal pathways	5 in.	12 in.	24 in.
Unshielded power lines or electrical equipment in proximity to telecommunications grounded metal conduit pathways	2.5 in.	6 in.	12 in.
Power lines enclosed in a grounded metal conduit (or equivalent shielding) in proximity to a telecommunications grounded metal conduit pathway.	N/A	3 in.	6 in.
Power lines enclosed in a grounded metal conduit (or equivalent shielding) in proximity to a telecommunications open or nonmetal pathways	2.5 in.	6 in.	12 in.
Mechanical ductwork, metal floors, and other metallic planes to a telecommunications open or nonmetal pathways	2 in.	N/A	N/A
Mechanical ductwork, metal floors, and other metallic planes to telecommunications grounded metal conduit pathways	0 in.	N/A	N/A
Fluorescent or HID lighting fixtures to open or nonmetallic pathways	5 in.	5 in.	5 in.

Good engineering and installation practices, including, but not limited to, avoiding main electrical rooms, x-ray equipment, transformer vaults, and other high noise producing items, will help ensure a trouble-free data/voice network cabling system. Wherever possible, the distances listed above should be doubled.

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

Information Outlets (Phone/Data Port) Quantities: The minimum number of ethernet 8-pin RJ45 information outlets for phone and data shall be three (3) per office desk location, or five (5) per room, whichever is greater.

Typical Configuration of Outlets: The typical information outlet, including both wall- and furniture-mounted outlets, shall contain RJ-45 jacks unless otherwise specified. All jacks will provide universal DATA and VOICE functionality and shall be terminated sequentially on the patch panel.

Each information outlet RJ-45 connection shall receive its own cable. Splitting of cables onto multiple jacks is not acceptable.

Exact Information outlet locations will be identified in coordination with the Successful Offeror prior to installation.

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

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

Standards, Licensing, and Qualifications: All wiring shall comply with the latest editions of the National Electrical Code; IEEE EIA/TIA 568, 568-A or B, 569, 606, TSB36, TSB40, and TSB95 standards; ANSI/ICEA S-83-596; or USDA RUS 7 CFR 1755. All workers employed for this project shall be trained in the installation of this type of data/voice wiring and shall hold a valid Alaska certificate of fitness as well as any necessary specialty certification. If employed, a contractor shall hold all current licenses required by the State of Alaska for this type of work (Specialty Contractors with Electrical and Communications Endorsements).

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

Acceptance: All data/voice cables will be tested to ANSI/TIA-568-A or B, ANSI/TIA/EIA-TSB-67 and TSB-95 category 5e or better standards using a certified Level II-E field test device that is pre-approved by the contract administrator. **A printed copy of the test results titled with the cable run identification shall be turned over to the Procurement Manager prior to final acceptance of the space.**

3.22 PARKING REQUIREMENTS

Reserved off-street parking shall be in the immediate area of the building, shall be of sufficient size to allow proper and easy parking, and shall have a hard and well-drained surface. The area shall be marked "Reserved" to identify the private parking nature of the area, and each space reserved by the Agency shall be marked to provide for proper parking and to otherwise identify each space as private parking. "Immediate area" in this paragraph 3.22 (Parking Requirements) allows for parking to be located within one block walking distance of the leased premises.

Parking spaces, including, but not limited to, the size of the parking spaces, must comply with the current Anchorage Municipal Code, as it relates to off-street parking.

3.23 FIRE PREVENTION

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

3.24 HAZARDS

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

3.25 JANITORIAL SERVICES

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

Janitorial services shall be performed after office hours unless otherwise agreed to in writing. The premises generally are occupied Monday through Friday, except State of Alaska holidays, between 8 a.m. and 5:30 p.m. The janitorial services shall include the following:

A. DAILY SERVICES:

1. Empty wastebaskets. Collect all wastepaper and trash and dispose of it away from the premises.
2. Sweep halls and floors in the interior of the building. Tile floors are to be swept with a dust mop treated with polyethylene glycol or similar non-injurious material. (If lobby area is tiled, the lobby shall be swept and mopped daily.)
3. Vacuum all carpets in offices, conference rooms, workstations, hallways, aisles used for circulation within the premises, common areas, entryways, elevator lobbies, and corridors.
4. Dust all visible surfaces of furniture, fixtures, and equipment to a height of six (6) feet.
5. Mop or scrub toilet room floors, wash all plumbing fixtures with warm water and soap. Disinfect urinals, toilets, and water closets. Damp wipe all dispensers, tiled portions of toilet room walls, and stall partitions.
6. Provide and maintain adequate supplies of toilet paper, seat covers, deodorizers, sanitary napkins, towels, and soap in toilet rooms. These supplies are to be of standard or better quality and are to be furnished by the Successful Offeror. The Successful Offeror shall also provide a closed disposal container for waste sanitary napkins.
7. Clean and disinfect any drinking fountains.

8. Collect and remove all trash and other discarded materials on sidewalks and perform other necessary tasks to keep sidewalks clean and passable.
9. At the end of each workday, the janitorial supervisor must inspect the entire building to ensure that all work is complete and that all necessary doors are locked.

B. WEEKLY SERVICES:

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

C. MONTHLY SERVICES: Vacuum fabric furniture.

D. EVERY SIX MONTHS SERVICES:

1. Dust or vacuum window coverings, overhead pipes, ventilation vents, molding, and similar fixtures that must be reached by ladder.
2. Dust or wash light fixtures to improve light efficiency.
3. Wash windows and glass wind deflectors inside and out, leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloth as required to protect adjacent surfaces, fixtures, and furniture. Wash windows at equal intervals of time, weather and conditions permitting.
4. Wash all wastebaskets.
5. Wash walls in public halls and stairwells where wall covering permits. Wash pipes and rails in stairwells. Clean and wax all paneling.
6. Shampoo carpets in high traffic areas of the premises.

E. AS REQUIRED:

1. Replace burned out lightbulbs (lightbulbs shall be furnished by the Successful Offeror).
2. Remove snow and ice from sidewalks, entrances, outside storage areas, and other areas as applicable to an extent which will render the areas safe to pedestrian traffic and automobile operation.
3. Shampoo all carpeted areas of the premises.
4. Remove spots and stains from carpets, tile, and linoleum. Remove all foreign matter (gum, smudges, etc.) from floors, handrails, and furniture.

5. Remove all wax from all floors by mopping or scrubbing with a synthetic detergent or wax remover, rinse thoroughly, and apply good skid resistant wax of a type recommended by floor tile manufacturers. When wax is dry, machine buff to smooth sheen.
6. Clean or replace all entry rugs. Rugs are to be furnished by the Successful Offeror at each building entrance and must be of sufficient size to preclude the tracking of dirt and mud into the building.

3.26 COMPLIANCE WITH LAWS

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

3.27 MAINTENANCE AND REPAIR

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

3.28 SIGNS

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

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

3.29 INGRESS, EGRESS, AND SECURITY

All space shall be available on a 24-hours-per-day, seven (7) days-per-week basis to the Agency and its invitees. The Agency shall have full access to and use of all common areas of the building including, but not limited to, elevators, lobbies, stairwells, and restrooms. The cost of any security, including, but not limited to, security services and devices used by the Successful Offeror shall be paid for by the Successful Offeror at no cost to the Agency.

3.30 ACCESS BY OFFEROR

The Successful Offeror and its agents will have the right to enter the premises at any time during business hours and after reasonable notice to the Agency (in case of emergency, at any time and without notice) to examine and make the repairs, alterations, improvements, or additions that the Successful Offeror determines to be necessary or desirable, or to show the premises to actual or potential lessees, purchasers, workers, or contractors. If the Agency is not personally present to permit entry and an entry is necessary to make repairs, Successful Offeror may enter the same by master key (or force if an emergency) without rendering the Successful Offeror liable for the actual entry. The Successful Offeror may not enter the premises for other reasons without the permission of the Agency.

3.31 USE OF PREMISES

The Agency will use the premises only for an office and related purposes and in a careful and proper manner. The Agency will not use or permit all or part of the premises to be used for another purpose without the prior written consent of the Successful Offeror, which shall not be unreasonably withheld. The Agency will not use or occupy the premises or permit them to be used or occupied for a purpose or business considered extra-hazardous on account of fire or other hazard or in a manner which violates federal, state, or municipal laws or regulations.

3.32 QUIET ENJOYMENT

If the Agency pays the rent as provided by the lease and keeps, observes, and performs all of the other covenants of the lease by it to be kept, performed, and observed, the Agency shall and may peaceably and quietly have, hold, and enjoy the premises for the term of such lease.

3.33 AGENCY ALTERATIONS; LIENS

Except as otherwise provided in paragraph 1.34 (Lease Violations, Default, and Remedies) of the Notice to Offerors of this RFP, the Agency may not make, or allow to be made, alterations of the premises without the written consent of the Successful Offeror, which shall not be unreasonably withheld, and alterations shall be performed in a professional and skilled manner. A lien or other encumbrance may not be placed against the premises.

3.34 AGENCY-INSTALLED ITEMS

All fixtures and equipment installed in the premises by the Agency, whether permanently affixed or otherwise, shall continue to be the property of the Agency and may be removed by the Agency at any time, provided however, the Agency shall, at its own expense, repair any damage to the premises resulting from such removal.

3.35 AWARD CRITERIA

A. Method of Award: Award will be accomplished in two (2) stages.

In the first stage, the Proposal Evaluation Committee (PEC) will assign points to those offers that are determined to be responsive by the Agency. The PEC or one or more representatives of the PEC may conduct an on-site visit for visual inspection of the building or site offered. Upon completion of the evaluation scoring by the PEC, the Agency will calculate the pricing and scoring of all responsive proposals. The Agency will then prepare a summary of the evaluation process, scoring, and a recommendation of the highest scored Offeror.

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

If a satisfactory layout is achieved which meets the requirements of this RFP and the Agency's needs, the Agency will make a recommendation for contract award to the full Legislative Council. At a Legislative Council meeting, the Council may or may not approve the awarding of the contract to the prospective Successful Offeror whose proposal best meets the Agency's needs.

If the Legislative Council approves a Proposal, after the Legislative Council meeting, the Agency will issue a NOTICE OF INTENT TO AWARD (NIA).

If a satisfactory layout cannot be achieved which meets the requirements of this RFP and the Agency's needs, the prospective Successful Offeror's offer may be rejected and the award process may begin anew with the next best Proposal that the PEC determined during stage one described above if there is more than one or more remaining Offerors whose offers are considered reasonably susceptible of award. Alternatively, the prospective Successful Offeror's offer may be rejected and, if there is only one remaining Offeror whose offer is considered reasonably susceptible of award, the award process may begin with stage two with that remaining Offeror.

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

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

The PEC members will exercise independent judgment and base their evaluation on the evaluation factors in (C) below. In exercising independent judgment, the PEC members may take into consideration their personal knowledge and experiences.

OFFERORS OR THEIR AGENTS MAY NOT CONTACT ANY MEMBER OF THE PEC OR THEIR STAFF OR ANY MEMBER OF THE LEGISLATURE OR THEIR STAFF REGARDING THIS RFP. ALL QUESTIONS CONCERNING THIS RFP MUST BE

DIRECTED TO THE PROCUREMENT MANAGER OF THE LEGISLATIVE AFFAIRS AGENCY.

If any scores are tied, the Offeror submitting the lowest Total Price Offer on the Price Offer Form after application of the five percent (5%) Alaska Bidders Preference, will prevail. If proposals are tied in scoring and in Total Price Offer, a coin flip conducted by the Procurement Manager will break the tie.

C. Evaluation Factors:

Pricing – pricing consists of the Total Price Offer after application of the 5% Alaska Bidder's Preference. The lowest Total Price Offer after the 5% Alaska Bidder's will receive the maximum number of points allocated to price. The point allocations of other Offerors will be determined using the following formula, applied to each higher priced offer in its turn. [(Lowest Total Price Offer) x (Maximum Points for Price)] Divided By (Price of Higher Offer) = Points. Points will be rounded to the nearest whole number (rounded up for fractions of .5 or greater and rounded down for fractions less than .5). **30 points maximum**

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

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

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

SECTION FOUR – RFP FORMS

4.01 PROPOSAL FORM

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

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

BUSINESS NAME: _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

EMAIL ADDRESS: _____

PHONE: _____ CELLULAR PHONE: _____

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

* * * * *

A. TOTAL NET USABLE SQUARE FOOTAGE: _____

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

C. TOTAL OF APPROXIMATE NUMBER OF
USABLE SQUARE FOOTAGE PROPOSED
BY OFFEROR: _____

(C. = Sum of A. and B. above)

* * * * *

4.01 PROPOSAL FORM

(continued)

PHYSICAL LOCATION OF PREMISES: _____

NUMBER OF RESERVED PARKING SPACES: _____

* * * * *

By signature on this Proposal Form that consists of two pages, the Offeror certifies that the Offeror is (1) complying with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, AS 18.80.200-18.80.300 and the regulations issued under those laws; and (2) agrees to comply with all terms and conditions set out in this RFP. The Offeror further certifies, by signature on this Proposal Form, that on the date of occupancy and throughout the entire occupancy of the Agency, the offered space and any subsequent alterations to the offered space shall meet the specifications of the Americans with Disabilities Act 2010 ADA Standards for Accessible Design, including amendments, as the Standards apply to a newly constructed state-owned facility. (See paragraph 3.02 (Accessibility) of the General Conditions and Requirements of this RFP for further details.) If an Offeror fails to comply with any of the requirements in this paragraph, the Agency reserves the right to disregard the proposal.

NAME OF OFFEROR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

NAME OF SIGNOR: _____

DATE: _____

THIS FORM CONSISTS OF TWO PAGES. ONE (1) COPY OF THIS FORM IN THIS PARAGRAPH 4.02 (PRICE OFFER 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 WITH THE RFP NUMBER IN THE SUBJECT LINE OF THE EMAIL THAT THE PDF PROPOSAL IS SENT IN.

A. BASE LEASE COST:

The above Monthly Base Lease Cost (plus allowable CPI-U adjustments) will be paid directly to the Offeror each month of the initial lease term and all optional renewals and continuations. The above Monthly Base Lease Cost will be the Base Monthly Rental Rate for CPI-U calculations as outlined in paragraph 2.10 (Adjustments of Rent) of the Special Conditions and Requirements of this RFP.

The above Monthly Cost will be paid directly to the Successful Offeror each month of the initial lease term only. Leasehold improvements required to be provided in this lease should be included in this item. No CPI-U increases will be allowed on the Leasehold Improvement Cost. Do not include this Leasehold Improvement Cost in the Base Lease Cost. See paragraph 2.04 (Leasehold Improvements Defined) of the Special Conditions and Requirements of this RFP for further definition and clarification of leasehold improvements.

4.02 PRICE OFFER FORM

(continued)

C. TOTAL PRICE OFFER:

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

* * * * *

By signature on this Price Offer Form that consists of two pages, the Offeror certifies that the Offeror is (1) complying with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, AS 18.80.200-18.80.300 and the regulations issued under those laws; and (2) agrees to comply with all terms and conditions set out in this RFP. The Offeror further certifies, by signature on this Price Offer Form, that on the date of occupancy and throughout the entire occupancy of the Agency, the offered space and any subsequent alterations to the offered space shall meet the specifications of the Americans with Disabilities Act 2010 ADA Standards for Accessible Design, including amendments, as the Guidelines apply to a newly constructed state-owned facility. (See paragraph 3.02 (Accessibility) of the General Conditions and Requirements of this RFP for further details.) If an Offeror fails to comply with any of the requirements in this paragraph, the Agency reserves the right to disregard the proposal.

NAME OF OFFEROR: _____

AUTHORIZED SIGNATURE: _____

PRINTED SIGNATURE: _____

TITLE: _____

DATE: _____

4.03 QUESTIONNAIRE

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

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

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

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

Floor No.	Maximum Permissible Live Floor Load	Floor No.	Maximum Permissible Live Floor Load
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
10. Type of Heating and Cooling System: _____
(Location of Heating/Cooling Controls must be indicated on Floor Plan)
11. Type of Ventilation System: ☐ Windows that open (with screens) ☐ Mechanical System
☐ Or both Windows that open (with screens) and Mechanical System

4.03 QUESTIONNAIRE

(continued)

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

13. Are there extra conference room(s) available for the Agency's use even if a conference room is included in paragraph 2.06 (Configuration) of the Special Conditions and Requirements of this RFP?

☐ Yes ☐ No

If Yes, how many conference rooms are available and what is the location and square footage of each conference room?

14. Furniture in conference room(s): Chairs ☐ Yes ☐ No

Tables ☐ Yes ☐ No

Other _____

15. Are building requirements as set forth in the RFP met in your offer? ☐ Yes ☐ No

If No, indicate exceptions: _____

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

Tile ☐ Yes ☐ No

Linoleum ☐ Yes ☐ No

Other _____

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

Tile ☐ Yes ☐ No

Linoleum ☐ Yes ☐ No

Other _____

18. Location of restrooms in building: Hallways ☐ Yes ☐ No

In Office ☐ Yes ☐ No

19. Are there separate men's and women's restrooms? ☐ Yes ☐ No
If No, describe restrooms: _____.

20. Do the restrooms have more than one stall in each separate restroom? ☐ Yes ☐ No

4.03 QUESTIONNAIRE

(continued)

21. Do restrooms comply with ADA requirements? ☐ Yes ☐ No
22. If location of space is not on ground floor is there an elevator? ☐ Yes ☐ No
23. If Yes, does elevator meet ADA requirements? ☐ Yes ☐ No
24. If No, does building need an elevator to meet ADA requirements? ☐ Yes ☐ No
25. Does building have an outside ramp with handrails that meet ADA requirements? ☐ Yes ☐ No

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

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

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

4.03 QUESTIONNAIRE

(continued)

36. Offeror ☐ Is Not ☐ Is in arrears on Alaska State Taxes.

37. Is Property encumbered by a mortgage, lien or any other financial obligation? ☐ Yes ☐ No

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

Parking areas ☐ Yes ☐ No

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

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

☐ Limited Liability Partnership ☐ Sole Proprietorship ☐ Other Entity _____

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

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

☐ Limited Liability Partnership ☐ Sole Proprietorship ☐ Other Entity _____

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

Name _____

Official Title _____

Name of entity (if applicable) _____

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

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

Name _____

Address _____

City/State/Zip _____

4.04 PROPOSAL CHECKLIST

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

If an Offeror fails to include the items listed below in its proposal, the Agency may consider the proposal non-responsive.

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



ITEMS TO INCLUDE:

- ☐ Proposal Form (paragraph 4.01)
- ☐ Good Quality, Accurate, Representative, Colored Pictures of Proposed Office Spaces
- ☐ Price Offer Form (sec 4.02) - Submitted in Separate Sealed Envelope
- ☐ Questionnaire (sec 4.03) - Submitted with Proposal Form (paragraph 4.01)
- ☐ A signed copy of each amendment that is issued by the Agency
- ☐ Floor Layout Plan either (1) to Scale, or (2) Not to Scale but Proportionate

Attachment A-1 of RFP 664 Boundary Map

