



STATE OF ALASKA
Department of Transportation & Public Facilities
Division of Facilities Services
Leasing and Facilities Services
550 West 7th Avenue, Suite 200
Anchorage, Alaska 99501-3571

**REQUEST FOR PROPOSAL 2025-10-0004 DNR Forestry Crew
Facility - Palmer**

THIS IS NOT AN ORDER

DATE RFP ISSUED: August 8, 2025

Lease in support of approximately 48 Fire Crew Personnel and consisting of approximately 15,000 to 20,000 square feet of usable indoor heated space to accommodate storage, garage, office, and wildland fire crew readiness space, plus approximately 1,200 square feet of covered outdoor area and approximately 20,000 square feet of outdoor area to be used for training and exercise for the Department of Natural Resources, Division of Forestry and Fire Protection to be located near Palmer, Alaska.

Proposals must be received no later than 2:00 P.M. Alaska Standard Time (AKST) on September 5, 2025 as indicated by email timestamp. Late proposals will be rejected and will not be considered.

IMPORTANT NOTICE: If you intend on submitting an offer, you must register for this particular RFP to receive subsequent amendments. To register, you must call (907) 269-8408, fax a Solicitation Registration Form to (907) 269-0308, or email a Solicitation

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Registration Form to michael.burkhead@alaska.gov. The Solicitation Registration Form is located at the following Website:

<https://dot.alaska.gov/dfs/leasing/docs/solicitation-registration-form.pdf>.

Failure to register may result in the rejection of your offer.

OFFEROR'S NOTICE: By signature on this form, the Offeror certifies that:

The price(s) submitted was arrived at independently and without collusion and that the Offeror is complying with:

- the laws of the State of Alaska;
- the applicable portion of the Federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued there under by the State and Federal Government; and
- all terms and conditions set out in this Request for Proposal (RFP).

If any Offeror fails to comply with this section, the State may reject the offer, terminate the contract, or consider the Offeror in default.

| | |
|---|---|
| <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> MICHAEL BURKHEAD CONTRACTING OFFICER III PHONE 907-269-8408 FAX 907-269-0308 Alaska Relay at 711 or (800) 770-8255 | <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> COMPANY SUBMITTING PROPOSAL <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> AUTHORIZED SIGNATURE <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> PRINTED NAME <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> DATE |
|---|---|

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1. GENERAL

Mission Statement

The primary mission of Interagency Hotshot and Type 2 Initial Attack wildland fire crews is to independently respond swiftly to, and suppress wildfires locally, and the remaining United States and Canada, for all phases of fire management and incident operations. The crews can be utilized in other capacities such as search and rescue, or disaster relief if needed.

Requirement

The Department of Natural Resources, Division of Forestry and Fire Protection (DOF), located in Palmer, Alaska hosts two wildland fire crews: Pioneer Peak Interagency Hotshot Crew (IHC) and the Gannet Glacier Type 2 Initial Attack (IA) Fire Crew. Each crew is composed of approximately twenty-four (24) wildland firefighters and their supporting vehicles and equipment. Combined, these two crews will require 15,000 to 20,000 square feet of dedicated space to accomplish mission requirements.

The space obtained through this RFP will serve as office, storage, garage, and other type space for the DOF. The layout of the space, ease of access, visibility of the facility, and available parking area will affect the mission of the agency.

1.1 BUDGET

The Department of Transportation & Public Facilities, Division of Facilities Services, on behalf of the Department of Natural Resources, Division of Forestry & Fire Protection, estimates a budget of between **\$10,000,000** and **\$14,000,000** dollars for the Total Price Offer, over the firm term of 240 months, as per Section 6.2 of this RFP. Proposals priced at more than **\$14,000,000** will be considered non-responsive.

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

1.2 PRE-PROPOSAL CONFERENCE

A teleconference via TEAMS Meeting will be held at **2:00pm** on the 21st day of September, 2025. The purpose of this conference will be to read through portions of this Request for Proposal (RFP) and provide a forum for question.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 266 227 108 113 2

Passcode: Wu3QU32V

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Dial in by phone

[+1 907-202-7104](tel:+19072027104), [392165026#](tel:+1392165026) United States, Anchorage

[Find a local number](#)

Phone conference ID: 392 165 026#

Join on a video conferencing device

Tenant key: 260748889@t.plcm.vc

Video ID: 116 772 496 2

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

The space obtained through this RFP will serve as office and industrial space. The layout of the space, ease of access, visibility of the facility, and available parking area will affect the mission of the agency. You are strongly encouraged to attend this pre-proposal conference for clarification of questions and potential changes to this RFP document. Offerors with a disability needing accommodations should contact the Contracting Officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

1.3 OFFERORS WITH DISABILITIES

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Division of General Services, Contracting Officer no later than ten (10) days prior to the deadline for receipt of proposals.

1.4 NONDISCRIMINATION

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

1.5 PROPOSAL CHECKLIST

This checklist is provided for your convenience and assistance in preparing your proposal.

- ☐ One (1) completed signature page of this RFP.
- ☐ One (1) completed OFFEROR'S INFORMATION PAGE.
- ☐ One (1) completed ADDITIONAL PRICE INFORMATION PAGE.
- ☐ One (1) completed PRICE OFFER PAGE in a **separate** PDF email.
- ☐ Provide the number of days Offeror shall provide space (date of occupancy) pursuant to section 3.3 on page 21.

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- ☐ One (1) copy of your entire proposal package (including any applicable narratives, floor plans, site plans, parking plans, photos, renderings or anything else important for evaluators use. If provided, only one floor covering, paint or other sample of this type is needed).
- ☐ Proof of insurance.
- ☐ Evidence of an Alaska Business License.

END OF SECTION

Initial _____ Initial _____

2. STANDARD TERMS AND CONDITIONS

2.1 AUTHORITY

This Request for Proposal is written in accordance with AS 36.30 and 2 AAC 12.

2.2 DEFINITION OF OFFEROR

The Offeror, as referenced under AS 36.30.210(e), AS 36.30.250 or AS 36.30.170(b), is the entity who will be bound to perform under the lease that may result from this Request for Proposal. An agent who is authorized by the Offeror to act on their behalf may submit a proposal for the Offeror, but cannot be considered as the Offeror. If an agent is submitting a proposal on behalf of an Offeror, evidence must be provided upon request that the agent's authority is in effect on the Request for Proposal closing date. Acceptable evidence includes a notarized letter signed by the owner or a principal of the owner authorizing the agent to bind the owner to the proposal. Retroactive evidence of authorization of the agent on behalf of the Offeror is not acceptable.

2.3 REQUEST FOR PROPOSAL REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Contracting Officer at least ten (10) days before the date set for Request for Proposal closing. This will allow time for an amendment to be issued, if one is required. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Contracting Officer, in writing, at least ten (10) days before the time set for opening.

2.4 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

There are generally two types of questions. The first type is a question that can be answered by directing the questioner to the specific section of the Request for Proposal (RFP) where the information is found. Response to these questions may be given over the telephone, but are limited to directing the questioner to a portion of the RFP that can then be read by the questioner. The second type is a question that would require the Contracting Officer to clarify or interpret part of the RFP or its intent. Response to the second type of question will not be given except in writing via amendment to the RFP.

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Offeror's written questions should be sent to the Contracting Officer at:
michael.burkhead@alaska.gov

Verbal questions must be directed to the Contracting Officer at the Department of Transportation & Public Facilities at (907) 269-8408.

Deadline for receipt of questions is ten (10) days prior to the deadline for receipt of proposals.

2.5 SOLICITATION FORMS

Offerors should complete and attach the forms provided in this solicitation to their offer.

2.6 SUBMITTING OFFERS

Proposals must be submitted via email. Mailed, hand delivered, oral or faxed proposals are not acceptable.

The TECHNICAL PROPOSAL and the PRICE OFFER PAGE must be saved as a separate PDF document and emailed to michael.burkhead@alaska.gov as separate, clearly labeled attachments, such as "Offeror A-Proposal.pdf" and "Offeror A-Price Offer Page.pdf" (Offeror A being the name of the offeror). The email must contain the RFP number in the subject line. Late proposals will be rejected and deemed non-responsive.

The maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. The State recommends sending your proposal ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the Offeror's responsibility to contact the Contracting Officer at (907) 269-8408 to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

2.7 LATE OFFERS

Late offers are offers that are received after the time and date set for the Request for Proposal closing as indicated by email timestamp. Late offers will not be accepted per 2 AAC 12.250.

2.8 PROTESTS

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the Contracting Officer at least ten (10) days prior to the deadline for receipt of proposals.

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

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the Contracting Officer within ten (10) days of the date the Notice of Intent to Award the contract is issued.

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

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

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

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

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

2.9 DEFAULT

In case of default by the Lessor for any reason, the State may procure the goods or services from another source and hold the Lessor responsible for any resulting excess cost and may seek other remedies under law or equity.

2.10 DISPUTES

Any dispute arising out of the lease shall be resolved under the laws of Alaska. Any appeal of an administrative order and any original action to enforce any provision of this lease or to obtain any relief from or remedy in connection with this lease may be brought only in the Superior Court for the Third Judicial District of Alaska.

2.11 PREPARATION FOR OCCUPANCY

In preparing the space for occupancy under the lease resulting from this Request for Proposal, the Offeror and its contractors and subcontractors must comply with all applicable federal, state, and local regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state and local taxes. **Offerors should contact the State of Alaska, Department of Labor, Wage and Hours Administration, 907-269-4900, for information regarding State wage rate requirements.** In the absence of local regulations, State codes shall apply. Minimum requirements established in this Request for Proposal shall not be construed as lowering the standard established by local regulations, and when local regulations and codes contain more stringent provisions, they shall govern. The successful Offeror shall be responsible for obtaining all permits.

2.12 FIRM OFFER

For the purpose of award, offers made in accordance with this Request for Proposal must be good and firm for a period of ninety (90) days from the date of closing for receipt of proposals in response to the RFP.

2.13 CONFLICT OF INTEREST

An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

2.14 ASSIGNMENTS

Assignment of rights, duties, or payments under a contract resulting from this RFP is not permitted unless authorized in writing by the State of Alaska, Department of Transportation & Public Facilities, Division of Facilities Services. Offers that are conditioned upon the State's approval of an assignment will be rejected as non-responsive. The lease and all covenants, provisions and conditions of the lease will inure to the benefit of and be binding upon the successors and assigns of the Lessor.

2.15 AMENDMENTS TO PROPOSALS

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

2.16 AMENDMENTS TO THE REQUEST FOR PROPOSAL

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the Contracting Officer after receiving the RFP from the OPN.

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

2.17 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

In the event this Request for Proposal or lease is canceled or terminated, the State shall not be responsible for any preparation costs incurred by the Offeror.

2.18 FINANCING

The State will not participate in the financing of the leased premises by issuing revenue bonds, certificates of participation, or other instruments secured by the lease. The State will not approve financing secured by any lease that is obtained by the issuance to investors of municipal bonds, certificates of participation, or other instruments issued by the municipality or local governing authority.

Offerors shall provide with the offer, or within seven (7) calendar days of request by the State, evidence that adequate financing is available to deliver the premises as specified

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in the Request for Proposal (i.e., conditional financing commitment or bank letter of credit, etc.).

Within thirty (30) days of Notice of Final Award, the successful Offeror must provide the State with evidence of a firm financing commitment to this project. Failure to provide this evidence within the prescribed time may be cause for default.

2.19 EXTENSION OF PRICES

In case of error in the extension of prices, the unit prices in the offer will govern.

2.20 SEVERABILITY

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

2.21 DISCLOSURE OF PROPOSAL CONTENTS

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

The Department of Transportation & Public Facilities, Procurement and Contracting (DOTPF), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be Confidential Business Information (CBI). See, e.g., article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For DOTPF or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, DOTPF or their designee will evaluate the offeror's assertion upon receiving a request for the information. If DOTPF or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

2.22 PROPOSAL REJECTION

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

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the Contracting Officer may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

Minor informalities that:

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

may be waived by the Contracting Officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

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

2.23 HINDRANCE TO PUBLIC MISSION

The State reserves the right to reject any offer of a building which by virtue of its location, close environs or any other factors, could in the State's reasonable judgment be predicted to create a substantial hindrance to a tenant State agency's mission.

2.24 DELIVERY AND CONDITIONS OF PREMISES

The term "ready for occupancy" requires the space to meet all the requirements of the Request for Proposal. Note: Lessor must comply with Section 3.4 Pre-Occupancy Requirements, (including delivery of required documents prior to acceptance and occupancy). The State reserves the right to determine when the space is ready for occupancy.

2.25 FORCE MAJEURE

The Lessor is not liable for the consequences of any 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 Lessor. For the purposes of this Agreement, Force Majeure will mean: 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.

2.26 OFFER RESPONSIVENESS CRITERIA

Offers will initially be reviewed to assure compliance with the following minimum responsiveness requirement:

- (A) Offers shall be received by the deadline for closing of the Request for Proposal.
- (B) Offeror should submit with the offer, a detailed floor plan of all areas of the proposed space drawn to 1/8" scale. The plans shall show usable square footage of each room or area; shall be labeled to show all rooms and areas listed in this RFP; and shall show scaled dimensions. Only one floor plan should be submitted with each offer.

Offerors wishing to have more than one floor plan evaluated independently are instructed to submit a separate proposal for each floor plan. Each proposal should include a separate floor plan which stands alone as an independent offer.

If an Offeror chooses to submit more than one floor plan with one offer, the State reserves the right to select only the floor plan deemed most advantageous by the State and score only that floor plan for the purpose of evaluating the offer.

- (C) Offeror should submit with the offer, or upon request by the State, a plot plan of the proposed building.
- (D) Offeror should submit with the offer, a parking layout plan that indicates the total number and location of each parking space the Offeror plans to provide.

2.27 ALASKA BUSINESS LICENSE & OTHER REQUIRED LICENSES

AS 36.30.210(e) requires that each Offeror must have a valid Alaska Business License **on the closing date** of the Request for Proposal. A business license is defined, for the purposes of the Procurement Code, in 2 AAC 12.990. Evidence of a valid Alaska Business License must be provided upon request, in one of the following forms:

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- (A) A canceled check for the business license fee;
- (B) A copy of a business license application with a receipt date stamp from the State's business license office;
- (C) A receipt from the State's business license office for the license fee;
- (D) A copy of the Offeror's valid State of Alaska business license;
- (E) A sworn notarized affidavit that the Offeror has applied and paid for a business license.

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

2.28 FOREIGN CONTRACTING

By signature on this solicitation, the Offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement will cause the State to reject the bid proposal as non-responsive, or cancel the contract.

END OF SECTION

Initial _____ Initial _____

3. LEASE PROVISIONS

3.1 LOCATION

Palmer, Alaska. The office, storage, garage, and other type space must be located within the one of the four townships identified in Exhibit A – RFP Map. These four Townships are S18N001E, S18N002E, S17N001E, S17N002E.

3.2 ADJACENT DEFINED

The term adjacent means that the land on which the building is located must be touching the boundary stipulated above.

3.3 DATE OF OCCUPANCY

Date of Occupancy shall be proposed by Offeror in Section 6.1. Compliance to all parts of this Request for Proposal will be required prior to occupancy including a Certificate of Occupancy (where applicable) from an appropriate building official, a Cable Test Report, the ADA Facility Audit Affidavit and a Certificate of Insurance.

3.4 PRE-OCCUPANCY REQUIREMENT

Compliance with all parts of this Request for Proposal will be required prior to acceptance and occupancy; including but not limited to, submittal of the following items to the State:

- a. Certificate of occupancy (where applicable) from an appropriate building official
- b. State Inspection(s) (where applicable)
- c. Telecommunication system test report, reference Section, “Voice and Data Requirements”
- d. ADA Facility Audit Affidavit – provided by a licensed State of Alaska Architect
- e. Certificate of Insurance
- f. As-Built drawings (Provide within thirty (30) days of occupancy)
- g. Certifying letter from the disciplines noted, confirming compliance with the relevant RFP requirements has been met
 - i. Mechanical Engineer, Section, “Mechanical”
 - ii. Electrical Engineer, Section, “Electrical” & “Voice and Data Requirements”
 - iii. Air Balancing NEBB Contractor, Section, “Mechanical”
 - iv. Engineer, specializing in industrial noise control, Section, “Acoustic Requirements”
 - v. Certified Industrial Hygienist, Section, “Type of Building” & Section, “Environmental & Life / Safety”

3.5 INITIAL TERM OF LEASE

Approximately Twenty (20) years from date of occupancy.

Initial _____ Initial _____

3.6 RENEWAL

The State shall have the sole option to renew the lease for Five (5) additional Two (2) year periods. The renewal option shall be exercised solely by the State giving the Lessor written notice prior to the expiration of the term.

3.7 LEASE ADDITION / DEDUCTION

At the State's discretion, available space may be added to the originally specified space through amendment to lease. This added space may be severable in whole or part from the original lease at no added costs, with a (60) day written notice from the State to the Lessor.

3.8 HOURS OF OPERATION

The State reserves the right to establish and maintain its own hours of operation during the life of the lease and any renewals. Generally, State offices are open to the public from 8:00 a.m. to 5:00 p.m., Monday through Friday. The State reserves the right to change its hours of operation to accommodate needs of the public and the State. This may require the Lessor to provide full building functions during any change in hours of operation such as HVAC, lighting, electrical, etc. at no additional lease costs.

3.9 INGRESS AND EGRESS

All space including common areas shall be available on a 24 hour day, seven (7) days a week basis. Elevator service, if required or available, must be at least on call or on automatic basis during other than regular building service hours.

3.10 RIGHT TO USE

The State shall have the right to use said premises for general and governmental offices, including without limitation, use by various agencies, corporations, departments, instrumentality's, other entities working in partnership with the State, and other offices of the State of Alaska. State shall not use said premises for any other use without the Lessor's consent, which shall not be unreasonably withheld.

3.11 LEASE PAYMENTS

The lease payments shall be payable on the first day of each and every month of the lease term. Payment for any partial month's occupancy shall be pro-rated, based on a thirty (30) day month.

The State of Alaska has implemented the State of Alaska Payments Program using the Financial EDI (Electronic Data Interchange) process to enable the electronic transfer of payments directly to a Lessor's bank account. The program is designed to transmit payments to Lessors more quickly and effectively, and eliminates the possibility of

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lost/stolen warrants. The successful offeror will be sent an EDI Authorization Agreement and information related to the process when this contract is awarded.

3.12 LEASE AGREEMENT

The Lease Agreement and its exhibits (See Attached Sample Exhibit B) will be prepared by the State and will include this Request for Proposal, including amendments, and is binding upon the Lessor and the State and their respective agents and assigns. Time is of the essence in executing the Lease Agreement.

3.13 LEASE IS RECORDABLE

The Lessor and State agree to provide such signatures and documentation as will be necessary to record the lease as an encumbrance against the real property on which the lease space is situated

3.14 COSTS TO BE BORNE BY THE OFFEROR

Offerors are required to include as part of the lease consideration: all utilities except monthly recurring telephone, but including heating and cooling, ventilation, electricity, sewage, potable water, trash removal from the premises, snow and ice removal from walkways and parking areas, janitorial services and any and all other costs associated with the State's occupancy of the lease space.

3.15 COSTS

Unless otherwise provided, all requirements of the lease shall be furnished within the rent price and at no additional cost to the State.

3.16 ADJUSTMENTS

Adjustments in the lease rate may be made if requested in writing by the Lessor at least thirty (30) days prior to the effective date of the adjustment. Request must be made annually only. Such adjustments may be made annually to reflect the changes in the Lessor's variable costs, and defined as all operational cost other than debt service and profit. Operational costs, for purposes of the lease resulting from this RFP, are equal to thirty-five percent (35%) of the Base Monthly Lease Rate.

The monthly lease rate may be adjusted after one (1) year from the date of occupancy and each year thereafter. If the date of occupancy is not the 1st day of the month, the adjustment will be effective the 1st day of the following month. Such adjustment will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index, for All Urban Consumers, All Items, Urban Alaska, in effect for each July through December (2nd Half). The percentage difference between the CPI in effect for **the base year semiannual value, CPI-U Urban Alaska Index, (CPI-U 1st/2nd Half 202X (XXX.XXX))** and each **CPI-U 1st/2nd Half** average

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thereafter will determine the maximum allowable adjustment of the variable costs over the Base Monthly Lease Rate.

The Base Monthly Lease Rate is the MONTHLY COST shown on the PRICE OFFER PAGE in Box A.

The formula is expressed as:

$$[(35\% \times \text{Base Monthly Lease Rate}) \times \% \text{ change in CPI}] + \text{Base Monthly Lease Rate} = \text{Adjusted Monthly Lease Rate}.$$

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

Retroactive adjustments will not be allowed.

3.17 ACCESSIBILITY

The Lessor certifies that the design and construction of the proposed space, and any subsequent alterations of the proposed space, shall meet the specifications of the 2010 Americans with Disabilities Act Standards for Accessible Design as published in the Federal Register on September 15, 2010, (hereafter referred to as the "2010 ADA Standards" or "Standards" on the date of occupancy; and throughout the entire occupancy of the State.

The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), as amended, defines the State of Alaska as a "public entity" subject to Title II of the ADA. The Lessor must provide space that meets ADA compliance as it applies to a public entity. In providing space that meets the Title II requirements, the Lessor does not have and will not attain the right to direct how, when or where program services are delivered.

The 2010 ADA Standards for state government consist of the Title II regulations at 28 CFR 35.151. State government facilities must follow the requirements of the 2010 ADA Standards, including both the Title II regulations at 28 CFR 35.151; and the 2004 ADAAG at 36 CFR part 1191, appendices B and D. In the few places where requirements between the two differ, the requirements of 28 CFR 35.151 prevail.

ADA compliance under Title II may be different or more stringent than the compliance requirements for commercial space. When providing space to the State under ADA compliance requirements, the **Lessor is aware of and will comply with the following additional requirements:**

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- (1) Provide at least one (1) accessible entrance with a power door operator.
- (2) Provide at least one (1) accessible path of travel from an accessible entrance to primary function areas, including restrooms and drinking fountains.
- (3) Provide at least one (1) accessible restroom and drinking fountain per floor occupied by the State. Where it is technically infeasible to alter existing restrooms, a unisex restroom is permitted.
- (4) Provide ADA Standard compliant signage.
- (5) Provide accessible parking, where parking is provided.
- (6) Provide at least one (1) accessible passenger zone, where loading zones are required.
- (7) Provide at least one (1) accessible route connecting accessible parking and accessible parking zones to an accessible entrance.

Prior to occupancy by the State, the Lessor must furnish an ADA Facility Audit Affidavit from an architect registered to practice in the State of Alaska. The affidavit must be prepared **after the completion of any new construction or any alteration** of the existing space undertaken to respond to the Request for Proposal. The ADA Facility Audit Affidavit must indicate that the proposed space complies with all the requirements of the 2010 ADA Standards **as further defined within the ACCESSIBILITY paragraph.**

The State's inspection and acceptance of the Lessor's space and alterations does not relieve the Lessor of responsibility for ADA Standards. The Lessor further agrees to pay the cost of any corrections that may be needed during the period of the State's occupancy for purposes of correcting deficiencies to meet the ADA Standards.

In the event the Lessor fails to correct deficiencies within a period of thirty (30) days from receipt of written notification, the State will have the right to terminate the lease; or, the State will have the option of correcting deficiencies by hiring competent workers, with the Lessor bearing the cost of all labor and materials. The State will have the right to deduct all of the costs incurred, including administrative costs, from the lease payment. The Lessor further agrees that deficiency corrections performed by the State will not be construed to constitute a breach of this lease.

3.18 ADA NONCOMPLIANCE

As indicated above, the State is seeking space that is compliant but if no compliant with the 2010 ADA Standards, space is available, will consider non-compliant space. If non-compliant space is offered, the successful Offeror offering non-compliant space

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acknowledges that they are proposing space that does not fully comply with the specifications of the 2010 ADA Standards.

Should the State discover, any time during a lease resulting from this Request for Proposal, that space meeting the ADA Standards is available, the Lessor grants the State the right to terminate the lease subject to the following conditions:

- (a) upon discovery, the State shall notify the Lessor, in writing, of its intent to relocate to the space that meets the ADA Standards;
- (b) the Lessor shall have ninety (90) days, or some other reasonable time period determined by the Contracting Officer, from receipt of said written notice, to make modifications that would bring the leased facility into full compliance with ADA Standards;
- (c) if the leased facility meets ADA Standards within the specified time, the lease shall not be affected, including no additional cost to the State resulting from the leased facility meeting ADA Standards;
- (d) if ADA Standards is not met within the specified time, the State shall commence to terminate the lease and shall be free to move to the space that meets the 2010 is in ADA Standards.

3.19 MOVE IN COORDINATION

The occupying agency shall be responsible for moving all agency equipment and supplies into the new space through the State approved moving contractor. The agency shall provide the successful Offeror a move in schedule thirty (30) days prior to move in date. The move in schedule shall be based on the use of a three (3) day period, to include a weekend, excluding the pre and post move actions. The Offeror shall adhere to the agency's move plan and cooperate fully with the agency's moving contractor. The agency shall be responsible for all coordination required between the moving contractor and the Offeror.

Build outs necessary to allow utilization of the agency's existing furnishings in the new layout must be included in the offer. Offerors are encouraged to inspect the agency's current office space to determine agency build out needs. **The existing work site may be inspected by contacting (Edward Soto) at (907) 231-5431 The contact person is only empowered to allow Offerors to view the work site. The contact person cannot and will not answer Offerors' questions regarding the work to be performed under this RFP or the terms, conditions and specifications of this RFP.** Any questions the

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Offerors have must be directed to the Contracting Officer named on the front page of this RFP.

3.20 RENOVATION

At least every five (5) years of occupancy at the request of the State, the Lessor shall renovate the space awarded in this RFP by refurbishing, refinishing, or replacing all damaged or worn finishes including: floors, walls, ceilings, window coverings/paint or built-in building furnishings and fixtures.

Specifications for the materials must comply with Section 4.0 Building Requirements.

Lessor is responsible for all costs associated with the renovations, including moving expenses of all fixtures, furniture, and equipment. Lessor shall provide moving boxes, tape and labels if requested by State. Renovation work must be completed in such a manner as to not interfere with the State's business. Lessor is required to provide State with a detailed schedule of the planned renovation project for its review and approval.

If the lessor fails to respond to the State's renovation request within thirty (30) days, the State reserves the right to hire competent workers to accomplish such renovation(s) at the Lessor's expense.

The State also reserves the right to extend the above time periods if the conditions are in the opinion of the State found to be still in acceptable condition.

3.21 AS-BUILT DRAWINGS

The Lessor shall provide "As-Built" drawings to reflect the total leased area prior to occupancy, including all improvements. Drawings to be at 1/8" scale. Drawings shall demonstrate: (a) usable square footage for all State leased rooms and areas, (b) location of all computer outlets and cabling, and (c) location of all electrical outlets. If the Lessor fails to provide the "As-Built" drawings **within thirty (30) calendar days from the date of occupancy**; the State shall have the right to secure "As-Built" drawings prepared by a State of Alaska licensed and registered Architect or Engineer, and to deduct the costs incurred, including administrative costs, from the lease payments.

3.22 CONTRACT CHANGES

Changes in the configuration of the space proposed, by either the Offeror or the State, after the Notice of Final Award and Notice to Proceed, but before occupancy, shall be mutually agreed upon in writing by the Offeror and the Contracting Officer before such changes are actually accomplished.

Changes in the space may be required by the State solely for its convenience, and at its sole discretion. The Offeror shall perform the changes after authorization by the Contracting Officer. The Offeror shall provide correct and true cost and pricing data to the Contracting Officer before making any changes in the space. The Contracting Officer may prescribe forms and procedures for authorizing changes to the space.

3.23 STATE INSTALLED FIXTURES

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

3.24 RESTORATION LIABILITIES

The State is not liable for restoration or removal of improvements, fixtures, equipment, or alterations required to meet the RFP requirements. Alterations or additions made after occupancy shall be made only with the written approval of the Lessor; however, said approval shall not be unreasonably withheld. Consent to proposed alterations or additions being made by qualified contractors or workers skilled in the trade shall be considered as acceptance of the revised building improvements. The Lessee shall not be liable for restoration of the facility to its condition at date of occupancy.

3.25 FIRE PREVENTION

The Lessor shall maintain the building and space occupied in keeping with good fire prevention practices. The State reserves the right at reasonable times to enter and make fire prevention and fire protection inspections of the building and space occupied. If any fire hazard is detected through inspection of the building and space occupied, the detected fire hazard shall be corrected by the Lessor promptly, and at no expense to the State.

3.26 ACCIDENT HAZARD

The Lessor shall maintain the building free of structural or mechanical hazards. If any accident hazards relative to the structure or building operating equipment are detected through inspections of the space, the hazards shall be corrected by the Lessor promptly, and at no expense to the State.

3.27 INTERRUPTION OF UTILITIES AND SERVICES

In the event, that in the reasonable judgment of the State, the lawful enjoyment of the leased space is threatened by the interruption or severance of utilities and services provided hereunder by the Lessor, and when such interruption or severance is due to deliberate, or negligent, or tacitly negligent act of the Lessor, the State shall have the right

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to bind such utilities and services as are threatened, in the name of the State. The State shall be free to deduct from the lease payments the costs of such utilities and services, together with all necessary deposits and the State's actual administrative costs necessary to procure the utilities and services.

3.28 MAINTENANCE AND REPAIR

The Lessor shall assume sole responsibility for the maintenance of the demised premises. This responsibility encompasses keeping the premises in good repair and tenantable condition and maintaining the premises in conformity with the original solicitation document. The term "repair" includes repairs of any type including but not limited to exterior and interior, structural and nonstructural, routine or periodic, except as in case of damage arising from the negligence of the State's agents or employees. The Lessor agrees that after reasonable notice in writing by the State to the effect that the repair, maintenance, or service obligations as specified herein for the demised premises have not been satisfactorily fulfilled; the State can then obtain competent workers to correct the deficiencies. The Lessor shall pay all related costs either by direct payment or by the State making the payment to the workers and reducing the rent accordingly.

Lessor must provide the State access to all areas of the building, including, but not limited to, mechanical, electrical, and plumbing systems; the roof; areas above the ceiling; and janitorial closet(s) for the purpose of inspection, and if warranted, testing by the State and its consultants. Lessor will be financially responsible for correcting all of the State's identified deficiencies within (10) ten days of receipt of cure notice. In the event an identified deficiency cannot reasonably be corrected within the 10 days, the Lessor and State must within that 10 days mutually agree upon a reasonable timeline for resolution.

Lessor must clean all of the HVAC system every (5) years to include: air ducts, coils, drain pan, registers, grills, air plenum, blower motor and assembly, heat exchanger, air filter, air cleaner, etc. This task must be accomplished by a qualified certified contractor and a member of National Air Duct Cleaners Association (NADCA). Lessor must provide proof to the State this requirement has been completed upon request.

3.29 CASUALTY DAMAGE

The Lessor is responsible for the accomplishment and cost of any building alterations that may be required to correct any casualty damage. If said facilities or any part thereof are rendered untenable, a proportionate part of the rent, according to the extent of such untenability, will be abated and suspended until said premises are again made tenantable and restored to their former condition. If said premises are made tenantable again within thirty (30) calendar days, the State will return to the facility. In the event Lessor fails to correct casualty damage within thirty (30) calendar days then State will have the right to (1) terminate the lease or (2) hire competent workers to correct such

damage. State shall have the right to offset the sum it expends in performing such work against the next installment(s) of rent coming due within this lease.

3.30 COMPLIANCE WITH LAWS

All building and site improvements shall conform to all applicable federal, state and local laws, ordinances, codes and regulations including occupational health and safety regulations.

The Lessor will be responsible for the accomplishment and cost of any building alterations which may be required to correct violations of all applicable federal, state and local laws, codes, ordinances and regulations.

3.31 TENANTABILITY

Facilities provided must be tenantable and comply with all laws pertaining to tenantability and the performance of this provision.

If the premises or any part thereof are rendered untenable by casualty or declared untenable by a regulatory agency or public official, a proportionate part of the rent, according to the extent of such untenability, will be abated and suspended until the premises are again made tenantable and restored to their former condition.

If the premises or a substantial part thereof are rendered untenable and remain so for a period of thirty (30) days, the State may, at its option, terminate the lease by written notice to the Lessor. This thirty (30) day period shall not be so restrictively construed that the State is bound to remain in the leased facility if the State's business cannot be safely executed. The State's determination shall be binding regarding tenantability. If untenable conditions are determined to exist, the State has the right to move elsewhere.

If the premises are made tenantable again within the thirty-(30) day period, the State will return to the facility. The State has the right to recover any excess costs, over the abated lease payments, occasioned by relocation due to such untenable conditions.

In the event the Lessor fails to correct damage or violation(s) within the thirty (30) day period the State will have the right to terminate the lease, or will have the option of hiring competent workers to correct the damage or violation(s). The Lessor will bear the cost of all such labor and materials. The Lessor agrees that damage or violations corrections performed by the State will not be construed to constitute a breach of the terms of this Request for Proposal and the subsequent lease.

3.32 PEACEFUL OCCUPANCY

If the State shall pay the rent as provided by the lease; and shall keep, observe and perform all of the other covenants of the lease by it to be kept, performed and observed, the State shall and may peaceably and quietly have, hold, and enjoy the premises for the term of such lease.

3.33 PAYMENT DEFAULT

If the State shall at any time be in default in the payment of rent or in the performance of any of the terms of the lease, and shall fail to remedy such default within sixty (60) days after written notice thereof from the Lessor, it shall be lawful for the Lessor to enter upon the premises and repossess and enjoy the same as if the lease and everything therein contained on the part of the Lessor to be done and performed shall cease and terminate without prejudice, however, to the right of the Lessor to recover from the State all rent due up to the time of such entry. In case of any default and any entry by the Lessor, the Lessor may re-let the premises for the remainder of the term for the highest rent obtainable and may recover from the State any deficiency between the amount so obtained and rent specified by the lease.

3.34 HOLDING OVER

Prior to the lease expiration, the State will provide a (60) day written notice to the Lessor, informing the Lessor the Lease will be in hold over status, for a period up to six months, at the same monthly lease rate. Continued tenancy after the initial six (6) month period shall be at current market rate for a maximum additional period of six (6) months. After a combined hold over period of one year tenancy shall be construed to be a month-to-month at market rate as determined by the State's broker. All other terms and conditions specified by the lease remain the same.

3.35 FISCAL NECESSITY – NON-APPROPRIATION OF FUNDS

The fiscal year for the State of Alaska is a twelve-month period beginning July 1 and ending June 30 of the following calendar year. Lease payments from the State are subject to annual appropriation of funds by the Alaska State Legislature. After the initial fiscal year of the lease, the State has the right to terminate this lease in whole, or in part, if (1) the Alaska State Legislature fails to appropriate funds budgeted for continuation of this lease, and/or (2) the Alaska State Legislature fails to appropriate funds to the occupying agency(s) that results in a material alteration or discontinuance, in whole or in part, of the occupying agency(s)' programs. The termination of the lease for fiscal necessity and non-appropriation of funds under this section shall not cause any penalty or liability to be charged to the State, and shall not constitute a breach or an event of default by the State.

3.36 LESSOR, LESSOR'S EMPLOYEES and CONTRACTOR'S SECURITY REQUIREMENT

The State may request fingerprints, Department of Public Safety background clearance or conduct other investigations of the Lessor, Lessor's employees or employees of contractors and subcontractors performing work within the space occupied by the State. Should such request be denied or unfulfilled within ten (10) days, the State has the right to terminate the lease or prohibit access of leased space to Lessors, Employees, Contractors and/or Subcontractors. Should this refusal of access limit routine maintenance or janitorial services to the State, the State has the right to employ such services independent of the Lessor and to deduct the cost of services from lease payments.

The State at its discretion may limit or deny access to individuals in which they deem could be a security risk to the State, its employees, or its mission.

3.37 STATE'S RESPONSIBILITIES

The State will:

- (1) use and occupy the premises in a careful and proper manner,
- (2) not use or occupy the premises for any unlawful purposes,
- (3) not assign the lease nor underlet the premises or any part thereof, without the written consent of the Lessor provided, however, that such consent shall not be unreasonably withheld,
- (4) not use or occupy the premises or permit the same to be occupied for any purpose or business deemed hazardous or in any way unsafe,
- (5) make no alterations or additions in or to the premises without the written consent of the Lessor, which consent shall not be unreasonably withheld,
- (6) pay monthly rent as stipulated herein,
- (7) leave the premises at the expiration or prior to termination of the lease or any renewal or extension thereof, in as good condition as received, or in which modified by or approved by the Lessor, excepting reasonable wear and tear, and/or loss or damage caused by fire, explosions, earthquake, acts of God, other casualty, or as provided for in the HOLD HARMLESS paragraph,
- (8) and permit the Lessor to enter the leased premises at reasonable times to examine the conditions of same.

3.38 HOLD HARMLESS

The Lessor shall indemnify, hold harmless and defend the State from and against any claim of, or liability for error, omission or negligent act of the Lessor under this agreement. The Lessor shall not be required to indemnify the State for a claim of, or liability for, the independent negligence of the leasing or the occupying agency. If there is a claim of, or liability for, the joint negligent error or omission of the Lessor and the independent negligence of the leasing or the occupying agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Lessor" and "the State", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the leasing or the occupying agency's selection, administration, monitoring or controlling of the Lessor and in approving or accepting the Lessor's work.

3.39 INSURANCE

Without limiting Lessor's indemnification, Lessor shall purchase insurance at its own expense and maintain it in force at all times during the performance of services under this lease the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Lessor's policy contains higher limits, the State will be entitled to coverage to the extent of such higher limits.

- (1) Proof of insurance is required for worker's compensation insurance. The Lessor shall provide and maintain, for all employees of the Lessor engaged in work under this lease, Worker's Compensation Insurance as required by AS 23.30.045. The Lessor will be responsible for Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services under this lease. This coverage must include a waiver of subrogation against the State of Alaska.
- (2) Proof of insurance is required for commercial general liability insurance with coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable. The State of Alaska shall be named as additional insured.
- (3) Proof of insurance is required for commercial automobile liability insurance for any vehicle used by the Lessor or any subcontractor who directly or indirectly provides services under this lease with coverage limits not less than \$500,000 combined single limit per occurrence.

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

A “Certificate of Insurance” for the insurance described above should be provided with your offer. Failure to provide satisfactory proof of insurance may cause the State to declare the Offeror non-responsive and to reject the offer. The successful Offeror shall provide evidence of continuous coverage by submitting, without reminder, a renewal Certificate of Insurance annually to the State of Alaska, Department of Transportation & Public Facilities, Division of Facilities Services for the life of the lease and any renewals and/or extensions.

3.40 CONSTRUCTION (New Improvements & Remodels)

A. Improvements Prior to Occupancy: Offerors shall insure compliance with the following requirements and guidelines in procuring construction services that are directly related to the State’s initial occupancy, unless otherwise authorized by the State of Alaska.

- (a) All contractors and subcontractors must have a valid State of Alaska business license.
- (b) Lessors shall employ reasonable competitive bidding principles and procedures in all selections for construction with a total expected value in excess of two thousand five hundred dollars (\$2,500).
- (c) Lessors shall document, and provide to the State of Alaska, a complete schedule identifying bids received.
- (d) Lessors must ensure compliance with all applicable state and federal laws; rules and regulations, including those concerning workers’ compensation, social security, unemployment insurance, hours of labor, wages (including filing certified payrolls with the Department of Labor and other related requirements pursuant to the Little Davis-Bacon Act, AS 36.05, when applicable) working conditions and other employer/employee-relations.
- (e) Offerors must insure compliance with the INSURANCE and HOLD HARMLESS paragraphs herein.
- (f) The Lessor agrees to follow agreed upon reasonable work practices while performing work in occupied lease space, which standards are further described in the attached (Exhibit C). The Lessor further agrees to take reasonable steps to reduce the amount of construction related disturbances in the lease space, in an effort to permit the State to continue to do business during normal business hours. Normal business hours are defined as Monday through Friday, from 8:00 a.m. to 5:00 p.m.

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- (g) Recognize that, the Lessee shall promptly notify the Lessor of any significant and extended disturbance related to construction that rises to the level that the State can no longer conduct business in the office space. The Lessor recognizes that it shall then be required to immediately cease or modify the work in the area identified during normal business hours to minimize the disruption to the affected area.
- (h) Recognize that the Lessor shall provide Lessee for review and approval a construction schedule for all work required to be performed in and around the lease premises in advance of the work's commencement. Lessor shall notify Lessee of any changes to the agreed upon schedule a minimum of two business days in advance of any proposed change in the agreed upon schedule. Lessee shall notify Lessor of any anticipated business activity that could affect the agreed upon schedule a minimum of two business days in advance.

B. Remodels After Occupancy: Lessor's shall use the following requirements and guidelines in procuring construction services that are directly related to the State's occupancy, unless otherwise authorized by the State of Alaska. During the entire term of the State's occupancy, the State reserves the right to procure construction services that are directly related to the State's occupancy, or allow the Lessor to provide construction services using the following requirements and guidelines.

- (a) All contractors and subcontractors must have a valid Alaska business license at the time of selection.
- (b) Offerors shall employ reasonable competitive bidding principles and procedures in all selections for construction with a total expected value in excess of two thousand five hundred dollars (\$2,500).
- (c) Offerors shall document, and provide to the State of Alaska, a complete schedule identifying bids received.
- (d) Offerors must ensure compliance with all applicable state and federal laws; rules and regulations, including those concerning workers' compensation, social security, unemployment insurance, hours of labor, wages (including filing certified payrolls with the Department of Labor and other related requirements pursuant to the Little Davis-Bacon Act, AS 36.05, when applicable) working conditions and other employer/employee-relations. A Special Notice to Offerors related to changes in the Little Davis –Bacon Act effective July 1, 2003 is included in Section 10 of this solicitation.

(e) Offerors must insure compliance with the INSURANCE and HOLD HARMLESS paragraphs herein.

3.41 JANITORIAL and MAINTENANCE SERVICES

The Lessor shall be responsible for maintenance services as outlined below for the leased spaces. These services shall be performed as convenient as possible to the occupying agency(s). The premises generally are occupied Monday through Friday, except State holidays. The State may request these services be completed during business hours at no additional costs if deemed in the best interest and security of the State.

Maintenance for the storage, training, garage, and other areas shall be the responsibility of the Lessor and shall be coordinated with the Lessee to be completed during business hours.

DOF shall be responsible for the janitorial of all areas.

3.42 COMPLIANCE

The Lessor agrees that after reasonable notice by the State to the effect that the janitorial/maintenance obligations as specified herein for the demised premises have not been satisfactorily fulfilled; the State may then obtain competent workers to correct the necessary items all of which will be paid for by the Lessor either by direct payment, or by the State making the payment to the workers and reducing the rent accordingly.

END OF SECTION

Initial_____ Initial_____

4. BUILDING REQUIREMENTS

4.1 TYPE OF BUILDING

The space proposed shall be in a building of sound and substantial construction. The building and the area in which it is located shall be clean and free from objectionable odors, vermin, rodents, or other conditions which, in the opinion of the State, will be detrimental to agency operation. The State's opinion shall be binding.

4.2 USABLE AREA

The Usable Area of the leased space shall be defined as the areas of the building occupied by the State to house personnel, equipment, fixtures, furniture, supplies, goods and merchandise. The Usable Area shall not include building corridors, restrooms, lobbies, stairwells and other building amenity or building facility area, regardless of whether the State occupies an entire floor or an entire building.

The Usable Area of the leased space shall be computed by measuring to the finished surface of the office side of corridors 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 or projections necessary to the building.

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

4.3 WINDOW COVERING

Interior relites and all outside windows that provide visibility into the lease space from any areas outside of the lease space or outside of the building, including common area corridors or other building occupants' lease space or operating areas, shall be equipped with State 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 tenant. Window coverings shall reduce glare and have an openness factor no greater than 3%, except north facing window coverings may have an openness factor up to 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.

4.4 FLOOR COVERING

All floors shall be covered with carpet except for the floors in the break room, coffee areas, locker rooms, public and employee restrooms and other designated areas, which shall be resilient flooring or ceramic tile.

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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 or type 6.6 nylon with a minimum face weight of 26 18 ounces for carpet tile (22 ounces for broadloom) and a minimum yarn density of 6,500. Provide 1/12 gauge, multilevel/textured patterned loop carpet tile or broadloom carpet with a high-performance backing in high traffic areas. Resilient flooring shall be new, commercial quality, homogeneous sheeting or tile. Restroom floors shall be homogenous resilient sheet flooring with welded seams or ceramic tile. Resilient flooring, if previously used, shall be free of holes, defects, stains and excessive wear. Offerors shall provide the Contracting Officer a minimum of five (5) color choices, for the State's final color selection.

Grating, runners, rubber finger mats or other aggressive entry matting systems must be installed and regularly maintained at the front entrance to the building and the State's leased space to minimize tracking dirt, snow or ice into the space.

4.5 FLOOR LOAD

All floors shall be capable of supporting loads in conformance with current building codes for specific occupancy and intended use. The minimum design load for general office occupancy shall be fifty (50) lbs. per square foot live load and twenty (20) lbs. per square foot dead load unless current building codes set a higher minimum. Floors used for purposes other than general office space such as: storage, high density files, or other non-office occupancy shall be analyzed by an Alaska registered engineer and space shall be occupied only after the engineer certifies in writing that the existing floor system can support the proposed layout with actual weights.

4.6 ACOUSTICAL REQUIREMENTS

Acoustical separation and absorptive properties must be sufficient to permit work to occur simultaneously in conferences, waiting rooms, and offices. It is the Offeror's responsibility to furnish appropriate constructions and details to meet the acoustical criteria set forth in this section. Background noise due to building equipment operation shall be limited to a maximum Noise Criteria (NC) level of 40 in public areas, open plan offices and circulation spaces and NC 35 in office areas.

Offices and similar space shall be furnished with acoustic ceiling tiles, panels or other sound absorption material. The Reverberation Time (RT) in public areas and open office areas shall not exceed 1.2 seconds between 500-2000 Hz.

4.6.1 PARTITIONS

The following minimum Sound Transmission Class (STC) or Noise Insulation Class (NIC) rates for partitions apply unless they are specifically modified elsewhere in this document.

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| | | |
|--|--------|--------|
| • Private offices and other rooms | STC 49 | NIC 42 |
| • Suite separation walls, conference rooms, special offices, and restrooms | STC 52 | NIC 45 |
| • Highly sensitive specialty rooms, confidential rooms | STC 55 | NIC 47 |

Providing a partition with the listed STC rating is acceptable, as is meeting the equivalent NIC rating between spaces as proven via field testing. If NIC field testing is used to achieve compliance, a sound masking system may be utilized as part of the solution in achieving the minimum NIC rating.

Sound rated walls or partitions with a sound rating of STC 40 or higher shall extend full-height to the deck above, or shall intersect with a gypsum board ceiling with an equivalent STC rating. Sound-rated walls shall be insulated using fiberglass batt insulation, shredded cellulose, mineral wool or similar filler. Standard doors shall be solid core and gasketed. For walls specified to achieve an STC rating of 50 or greater, corresponding doors shall have a minimum STC rating of 30. For all sound-rated walls, all penetrations, outlets boxes and perimeter conditions shall be caulked airtight with acoustic sealant to maintain the specified sound ratings. Details may be found in the Sound Control chapter of the Gypsum Association Fire Resistant Design Manual, publication GA-600-2015.

Unless otherwise specified, all partitions without a sound rating shall be floor to ceiling, flush type.

All walls and partitions shall be drywall construction with a smooth finish and paint as indicated below.

4.7 PAINTING

All exposed surfaces shall be finished to acceptable standards. Colors shall be selected by the State. Offeror shall provide the Contracting Officer a minimum of three (3) color choices.

Paint for interior walls shall consist of a minimum of one coat of primer with volatile organic compounds (VOC's) less than .9 lbs. per gallon plus two coats of acrylic eggshell interior paint with VOC's less than 1.0 lbs. per gallon.

Paint for interior doors and trim shall consist of a minimum of one coat of acrylic latex primer with VOC's less than .9 lbs. per gallon plus two coats of acrylic semi-gloss interior paint with VOC's less than 1.3 lbs. per gallon.

4.8 DOOR HARDWARE

All doors shall be equipped complete with all necessary hardware. All doors that open into public corridors or space shall be furnished with deadbolts that are internally connected to the latch. Such doors shall be operable with a “one step process.” All door hardware shall meet ADA Standards and requirements of the International Building Code. Except as noted, locks on all entry doors, private office doors and other secure space doors shall be master keyed.

All exterior doors must have cypher locks with master key override. Two master keys for override are required.

Individual office keys and keys for all common entrances shall be supplied for the appropriate number of employees upon initial occupancy. In the alternative, Offeror may provide an electronic key card system, with appropriate access cards to be distributed.

4.9 NATURAL LIGHT

All lighting shall meet best practices for lighting as defined by the IES Lighting Handbook.

Access to daylight and exterior views shall be provided to all spaces intended for offices and open offices, and may be provided via windows, skylights, clerestories or doors with glazed openings. Access to daylight and views may be provided by means of a borrowed lite / relite, so long as the relite allows for a direct visual connection through adjacent spaces to an exterior window or skylight.

Exterior window/skylight/clerestory area shall be no less than 7% of the office area served, except the amount shall be increased to no less than 10% where an exterior window also serves adjacent spaces by means of relite. Where relites are used to provide daylight and views, the relites shall be no less than 10% of the office area served.

The State may exempt certain office spaces from daylight and view requirements where needed to ensure security and/or confidentiality. Such spaces will be specifically identified by the State.

4.10 ELEVATORS

Office space proposed under this solicitation that is on the second floor and above, must be served by an elevator meeting all municipal, state, and federal codes and guidelines, including ADA.

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

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

Elevator access to the leased space must be available to the public during the State's normal business hours and to State employees during off -hours.

4.11 SIGNS

The Lessor shall provide and erect/affix adequate signage to identify the State's presence and to easily direct the public to the State's space. In addition, signage shall meet all locally adopted regulations and codes including ADA Standards. Signs shall be approved by the State and provided and erected at no cost as follows:

- In all building entrances, public or common lobbies, hallways, and elevator lobbies.
- On all doors or walls at entrances to the State's leased spaces.
- Parking (State and Visitors)
- Building exterior-The Lessor shall provide a sign with both crew logos and names where it can be seen by the public from the nearest public roadway.

The State reserves the right to affix additional door or wall signs, at the State's cost, within its leased space to further identify room names and/or numbers.

4.12 DRINKING WATER

Drinking water shall be provided by public drinking fountains at a central location on each floor. Bottled water in dispensers may be substituted for permanently installed systems provided that the Lessor also provides disposable cups and has a system to insure water is available at all times. Lessor must meet all ADA Standards and building code requirements relating to drinking fountains and access to drinking water.

4.13 PUBLIC RESTROOMS

N/A. See **Section 4.24 CONFIGURATION Restrooms-Unisex**.

4.14 ELECTRICAL REQUIREMENTS

Power Distribution: The power distribution system serving the leased space shall include distribution equipment to provide 120 volt single phase, and 208 volt or 240 volt single phase power. Receptacle loads, branch circuits, panel boards and feeder loads shall be calculated in accordance with the National Electric Code. All panel boards shall have a minimum of 25% vacant space for future expansion.

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Lighting: Lighting fixtures shall be provided that meet the National Energy Policy Act and produce well- diffused illumination. Lighting shall meet the guidelines and lighting levels established in The Lighting Handbook, 10th Edition, published by the Illuminating Engineering Society (IES). Lighting shall be provided that meets the guidelines without reliance on task and furniture/workstation lighting provided by the tenant. Compliance with the guidelines shall be certified by an Alaska registered professional engineer.

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

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

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 above, lighting may be controlled by a building control system. Motion detectors are acceptable in lieu of switches for all spaces except open offices. Provide three- or four-way switching, as appropriate, in corridors and large rooms with more than one entry.

Electrical Outlets: Unless otherwise specified, office and similar type workspace shall be provided with not less than one (1) duplex outlet on every eight (8) linear feet of wall space and one (1) duplex outlet on every wall less than eight (8) linear feet.

In toilet rooms provide a minimum of one duplex receptacle with ground fault protection above counter, adjacent to sink or mirror, and a minimum of one (1) general use receptacle.

Provide all required power and data telecommunication at State's system's furniture which shall be located at all of the work stations identified in paragraph 4.24 (CONFIGURATION).

Documentation: The Lessor shall post an up to date floor plan at each circuit breaker panel with labeling to correspond to individual circuit breaker labels.

4.15 VOICE AND DATA REQUIREMENTS, Telecommunications Distribution System (TDS)

4.15.1 PART 1, GENERAL

4.15.1.1 DESCRIPTION AND GENERAL SPECIFICATIONS

- A. The intent of this Specification is to place in working order a complete, fully tested and documented Telecommunication Distribution System consisting of wall or free standing equipment racks or cabinets, telecom rooms (where applicable), a Category 5e horizontal cable sub-system, cable pathways, and an optical fiber cable backbone sub-system (where applicable) complying with the Codes and Standards referenced herein. The TDS shall include (but not be limited to) provision of all raceways, sleeves, boxes, gutters, shelves, enclosures, shelf and enclosure supports, backboards, equipment racks, line and low voltage wire and cable, patch cords, pull ropes (in unused conduits), terminal modules, panels, outlets, jacks, splices, connections, cable management, labeling, testing and all other material, equipment, and labor required to make the systems fully operational.
- B. Local access to Fiber Optic Metropolitan Area Networks: For any site to be considered, the offered space shall have direct connectivity to the carrier's fiber connected network at the facilities point of demarcation. The Offeror must include any cost that may be associated with this requirement in the price offer section (6.2) of the RFP.

4.15.1.2 COORDINATION

- A. The layout and installation of the systems specified herein shall be coordinated such that all special requirements for telecommunications systems shall be provided and incorporated into the project. The systems to be coordinated shall include (but are not limited to) electrical raceway, optical fiber backbones (where applicable) grounding, fire rated assembly, lighting, power distribution, control and instrumentation, and labeling of cables, terminations, outlets, jacks, etc.

4.15.1.3 CODES AND STANDARDS

- A. Where a Nationally Recognized Testing Laboratory (NRTL) listing or classification exists for a product and the product is suitable for the purpose specified and indicated, the product shall bear the appropriate marking indicating the listing or classification.
- B. Where a UL Standard is in effect, equipment shall:
 - 1. Meet that Standard.
 - 2. Bear the UL Label.

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4.15.1.4 REFERENCE CODES AND STANDARDS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only, latest edition. The reference codes and standards are minimum requirements.

| Reference | Title/Revision |
|--------------------------|---|
| ANSI/IEEE C2 | National Electrical Safety Code |
| ANSI/NFPA 70 | National Electrical Code |
| ANSI/TIA/EIA-568-B.1 | Commercial Building Telecommunication Cabling Standard Part 1: General Requirements |
| ANSI/TIA/EIA-568-B.2 | Commercial Building Telecommunication Cabling Standard Part 2: Balanced Twisted-Pair Cabling Standards |
| ANSI/TIA/EIA-568-B.2-1 | Commercial Building Telecommunication Cabling Standard Part 2: Addendum 1: Transmission Performance Specifications for 4-Pair 100Ohm category 6 cabling, 2002 |
| ANSI/TIA-568-B.2-10-2008 | Transmission Performance Specifications for 4-Pair 100 Ohm Augmented Category 6 Cabling |
| ANSI/TIA/EIA-569-A | Commercial Building Standards for Telecommunications Pathways and Spaces |
| ANSI/TIA/EIA-606-A | Administration Standard for Commercial Telecommunications Infrastructure |
| ANSI/TIA/EIA-607 | Commercial Building Grounding and Bonding Requirements for Telecommunications |
| BICSI | Telecommunications Distribution Methods Manual |
| IEEE | LAN Standards: 802.3; 802.4; 802.5; 802.6 |
| UL 1449 | Transient Voltage Surge Protection |

4.15.1.5 OPERATING CONDITIONS

- A. Telecom Rooms shall support electronic equipment designed for office environments and shall maintain continuous operation of such equipment under ambient environment conditions of between 64 degrees F and 75 degrees F. Relative humidity shall be

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maintained between 30% and 55%, non-condensing. Cooling and humidification/de-humidification to maintain such an environment shall be provided in each Telecom Room. Cooling and humidification/de-humidification to maintain such an environment shall be provided in each Telecom Room, all cooling and humidification/de-humidification equipment required for this room shall not be installed directly above the equipment rack.

4.15.1.6 QUALITY ASSURANCE

- A. Perform all Work in accordance with all regulatory rules and regulations as well as references in this specification.
- B. Perform all Testing in accordance with ANSI/TIA/EIA-568-B specifications.

4.15.1.7 QUALIFICATIONS

- A. The telecommunications work specified in this Section is acknowledged to require special skills mastered by education, experience, or both. In an effort to provide a minimum level of quality in products and installation, telecommunications work described in this Section shall be performed by specialty telecommunications contractors.
- B. Installation Certification:
 - 1. The installation shall be performed by a certified installer of the cabling system, pre-qualified by the Manufacturer for the purpose of offering the Extended System Warranty as required in this Section.
- C. Contractor Experience:
 - 1. Specialty subcontractors performing telecommunications work shall have a minimum of three years experience in the construction, testing, and servicing of systems of the type and magnitude specified herein.

4.15.1.8 REGULATORY REQUIREMENTS

- A. Work shall conform to the requirements of NFPA 70 and all local amendments.
- B. Work shall conform to the requirements of all Federal, State and Local Electrical and Telecommunications Regulations.

4.15.1.9 Extended WARRANTY

- A. To provide a minimum level of quality in products and installations, the Telecommunication Distribution System shall be provided with a manufacturer backed warranty that shall extend from the date of Project Completion to the longer of twenty (20) years or the length of the Extended Warranty offered by the manufacturer of the system.
- B. The Extended Warranty shall be extended to the Lessor via the manufacturer through a single point of contact and shall be fully backed by the manufacturer. The Extended

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Product Warranty and System Assurance Warranty for the Telecommunication Distribution System shall consist of the following:

1. Extended Product Warranty - The Extended Product Warranty shall ensure against product defects, that all approved cabling components exceed the specifications of ANSI/TIA/EIA 568-B and ISO/IEC IS 11801-B, exceed the attenuation and NEXT requirements of ISO/IEC IS 11801-B for cabling links/channels, and that the installation will exceed the loss and bandwidth requirements of ISO/IEC IS 11801-B for links/channels. The warranty shall apply to all passive Telecommunication Distribution System (TDS) components.
 2. System Assurance - The System Assurance shall cover the failure of the wiring system to support any existing application, as well as additional application(s) introduced in the future by recognized standards or user forums that use the ANSI/TIA/EIA 568-B or ISO/IEC IS 11801-B component and link/channel specifications for cabling.
 3. All communications system components shall be rated for end-to-end system Category 5e or greater performance levels on all pair combinations and warranted to support any existing or future applications which are designed to operate over a 100 MHz horizontal channel (as defined in ANSI/TIA/EIA 568-B.2.1). Performance shall be guaranteed under the Extended Warranty at 100 meters (328 feet):
- C. Warranty programs approved as meeting the specified warranty are listed below.
1. Commscope Systimax Program.
 2. Panduit Pan-Net Performance Guarantee
 3. Siemon Cabling System Premium 5e Warranty.
 4. ADC TrueNet Warranty Program.
 5. Ortronics Applications Assurance and Extended Warranty Program

4.15.1.10 MANUFACTURERS' RECOMMENDATIONS

- A. Installation procedures shall be in accordance with the recommendations of the manufacturer of the material being installed. A copy of the recommendations shall be kept at the job site.

4.15.1.11 TERMINOLOGY

- A. "TDS" shall refer to the Telecommunication Distribution System cabling and hardware infrastructure internal and external to a building or buildings used to transmit voice, video and data, etc.
- B. "Stations" shall refer to individual telephone or computers, or remote peripherals of those systems (e.g., printers, facsimile machines, modems, etc).

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- C. "Outlets" shall refer to the group of receptacles or jacks at the location where the stations connect.
- D. "Jacks" or "Ports" shall refer to the individual receptacles where phones, computers, etc. connect.
- E. "Station Cables" shall refer to the horizontal cables connecting patch panels or terminal blocks in the Telecommunications Rooms to the stations.
- F. "Pathways" shall refer to conduits, sleeves, cable-trays, distribution rings, etc., which are employed to route backbone and stations cables between equipment rooms, telecommunications rooms, stations, outlets, etc.
- G. "Backbone Cables", "Riser Cables" or "Tie Cables" shall refer to copper cables 25-pair or more and optical fiber cables 2-strand or more, connecting main cross-connect facilities, intermediate cross-connect facilities and telecommunications rooms. These cables may include riser cables between floors.
- H. "Equipment Rooms" (ER) or "Communication Equipment Rooms" (CER) shall refer to a special-purpose room that provides space and maintains a suitable operating environment for large communications and/or computer equipment. Main rooms may also be referred to as an MDF.
- I. Telecommunications Rooms (TR)" shall refer to a floor-serving facility for housing telecommunications equipment, cable terminations and cross-connect wiring. This is the point at which station cables terminate. It may also be referred to as an IDF.
- J. "Terminal Blocks" shall refer to multiple punch down cable terminations.
- K. "Patch Panels" shall refer to rack or frame mounted multiple punch down cable terminations with RJ-45 style, 8P8C jacks on the face for "plug and play" cross connect capability.
- L. "Cable Management" shall refer to rings, troughs, gutters etc., mounted in conjunction with telecommunications distribution equipment and terminal blocks, for the orderly routing of cables, patch cords, etc.
- M. "LEC" shall refer to the Local Exchange Carrier providing telephone service to the facility.

4.15.1.12 TELECOM RACK, CABINET, and DEDICATED ROOMS

- A. Telecom cabinets, racks, single, and multiple telecom rooms shall be provided per the following:

Initial _____ Initial _____

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| Cabinet/Rack/Telecom Room Configuration | Size of Lease Space | | | | |
|--|---|--|---|---|---|
| | < 625 ft² | 626 ft² 1,000 ft² | 1,001 ft²- 3,000 ft² | 3,001 ft²- 8,000 ft² | > 8,000 ft² |
| Wall mounted equipment cabinet with two dedicated 20A, 120V power circuits | Provide one wall mounted cabinet per Part 2 | N/A | N/A | N/A | N/A |
| Wall mounted equipment cabinet with three dedicated 20A, 120V power circuits | N/A | Provide one wall mounted cabinet per Part 2 | N/A | N/A | N/A |
| Single Telecom Room (8' x 10' minimum) with a free standing equipment rack and six dedicated 20A, 120V power circuits | N/A | N/A | Provide one free standing rack per Part 2 | N/A | N/ |
| Single Telecom Room (9' x 11' minimum) with a free standing equipment rack and six dedicated 20A, 120V power circuits | N/A | N/A | N/A | Provide one free standing rack per Part 2 | N/A |
| Multiple Telecom Rooms (each 9' x 11' minimum) each with a free standing equipment rack and six dedicated 20A, 120V power circuits | N/A | N/A | N/A | N/A | Provide one telecom room for each 8,000 ft ² each with one free standing rack per Part 2 |

Notes

1. N/A – Not Applicable
2. For multiple telecom rooms, provide a 12 strand singlemode backbone fiber optic cable between a main telecom room and each additional telecom room.

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3. For multiple telecom rooms, provide a 25 pair backbone riser cable between a main telecom room and each additional telecom room.
4. Where Telecom Rooms are shared, provide equipment cabinets in lieu of racks.

4.15.2 PART 2, PRODUCTS

4.15.2.1 GENERAL

- A. Some specific requirements in Part 2 of this Specification may not be applicable to all Leases. Refer to Part 1 of this Specification to determine specific requirements based upon size of lease space.
- B. Materials shall be as specified, first quality, manufacturer's current production.
- C. Copper cabling, connecting hardware, and related hardware shall be Commscope hardware with Commscope cable as required under the Commscope Systimax Warranty to establish standards for quality and performance. Listed manufacturers meeting all the system quality, performance and warranty requirements of this specification are also acceptable. Any other manufacturer's products must be approved by the State.
 1. Approved alternate connecting hardware products manufacturers are:
 - a. Panduit
 - b. ADC
 - c. Siemon
 - d. Ortronics
 2. Approved alternate cabling products manufacturers are:
 - a. Panduit
 - b. ADC
 - c. Belden
- D. Fiber optic cabling, connecting hardware, and related hardware in this section shall be Commscope hardware with Commscope cable as required under the Commscope Systimax Warranty to establish standards for quality and performance. Listed manufacturers meeting all the system quality, performance and warranty requirements of this specification are also acceptable. Any other manufacture's products must be approved by the State.
 1. Approved alternate connecting hardware products manufacturers are:
 - a. Corning Cable Systems
 2. Approved alternate cabling products manufacturers are:

a. Corning Cable Systems

- E. Products shall provide the standard of performance required under paragraph 1.1 and the Special Warranty above.

4.15.2.2 TELECOM ROOMS

- A. Telecom Rooms shall be placed in a location that provides secure access from a common area and that minimizes the lengths of horizontal cabling so as not to exceed 90 meters in accordance with applicable Standards. Telecom Room doors shall swing outwards except where prohibited by Code and be key lockable. Telecom Room sizes and power requirements shall be based upon the size of the Lease Space as outlined in Part 1 of these Specifications:
- B. Termination Backboards shall be provided in Telecom Rooms consisting of the following:
1. Material: Type AC fire retardant plywood. Mount the plywood with the 'A' side exposed.
 2. Size: 3/4 inch to cover all walls.
 3. Finish: Flat latex, intumescent fire retardant paint, Flame Control Coatings No. 20-20, or equal. Paint plywood on all sides and edges including the back of the termination board prior to mounting on walls.
- C. Flooring in Telecom Rooms shall consist of the following:
1. For new buildings an anti-static tile floor shall be provided. For remodels when the floor is bare slab, paint it with anti-static paint and seal with anti-static sealant to hold down dust.
 2. Material: Static Dissipative, Vinyl Composition Tile equal to Armstrong SDT.
 3. Provide grounding connection to each static dissipative flooring system in two locations, in accordance with manufacturer's instructions.

4.15.2.3 SEISMIC BRACING

- A. Freestanding equipment racks shall be seismically braced in accordance with requirements of the IBC. Seismic bracing shall consist of rigid supports. Cables, wires, chains or other non-rigid materials shall not be used for seismic support. Provide approved fixed equipment anchorage assemblies as published by the manufacturer.

4.15.2.4 FREE-STANDING EQUIPMENT RACKS

- A. Where required by these Specifications, provide full height 19-inch wide NEMA standard open rack frame with the following features.
1. Vertical cable management channels with front mounted cable management rings and top mounted cable trough.

2. Releasable hook and loop cable support straps.
3. Rack assembly shall fit within 24 inches wide by 16.5 inches floor area.
4. Material and Finish: Steel with black powder-coat painted finish.
5. Electrically isolated 0.125 inch by 1 inch by 60 inches chassis ground bus bar on the right rear side of the rack, bonded to the chassis with #6 braided by 6 inches long bonding jumpers.

4.15.2.5 WALL MOUNTED EQUIPMENT CABINETS

- A. Where required by these Specifications, provide 19 inch wide, 14 inch deep NEMA standard open-frame, fixed, wall mounted equipment rack with the following features:
1. 21 Rack Unit (RU - 1 3/4 inch) mounting spaces.
 2. Laser cut steel, with black anodized finish.
 3. Vertical mounted cable management brackets for vertical cables
 4. Material and Finish: Steel with black powder-coat painted finish.
 5. Electrically isolated 3/16 inch by 3/4 inch by 18-5/16 inches ground busbar on the top rear side of the rack. Mount ground busbar on 1 inch insulating bushed standoffs.
 6. Lockable front door.

4.15.2.6 FREE-STANDING EQUIPMENT CABINETS

- A. Where required by these Specifications, provide full height 19 inch wide 30 inch deep NEMA standard enclosures with the following features:
1. Interior vertical cable management channels with front mounted cable management rings.
 2. Releasable hook and loop cable support straps.
 3. Top, bottom, front, rear, and side panels.
 4. Top panel shall have provisions for two openings for optional 4 inch standard fans.
 5. Top mounted 4-inch cooling fans.
 6. Rack assembly shall fit within 24 inches by 36 inches floor area.
 7. Material and Finish: Steel with black powder-coat painted finish.
 8. Electrically isolated 0.125 inch by 1 inch by 60 inches chassis ground bus bar on the right rear side of the rack, bonded to the chassis with #6 braided by 6 inches long bonding jumpers.
 9. Lockable front and rear doors.

4.15.2.7 CABLE MANAGEMENT

- A. In Telecom Rooms, provide backboard mounted cable management to arrange cables and wires in a neat and workmanlike manner.
 - 1. Distribution rings installed in telecom rooms shall be “D” ring type. No bridle rings are permitted.
 - 2. Distribution rings shall be sized according the number and size of cables to be supported plus 25% spare capacity.
- B. In wall and floor mounted, equipment racks and cabinets, provide rack mounted cable management to arrange cables in a neat and workmanlike manner. Provide vertical and horizontal rack mounted cable management per the following:
 - 1. Vertical trough-type cable management for use with standard 7 foot equipment rack shall be minimum 4 inches deep.
 - 2. Horizontal trough-type cable management shall be 3-1/2 inch wide with horizontal and vertical routing rings, with 2 inches by 1.5 inch cutouts for through cable routing.

4.15.2.8 IDC TERMINAL MODULES

- A. Hardware shall be rated for ANSI/TIA/EIA 568-B Category 5e ratings and installed in accordance with ANSI/TIA/EIA 568-B guidelines. Blocks shall be color coded and documented in accordance with ANSI/TIA/EIA 606-A. Blocks shall be identified using clear label holders and labels. Blocks shall be UL Listed.
- B. Terminal Modules shall be of the Insulation Displacement (IDC) and shall support the system Category of the permanent channel hardware installed.
- C. Where required, building entrance protection terminals shall be provided by the LEC.

4.15.2.9 HORIZONTAL CABLE PATCH PANELS

- A. Patch Panels: Modular jack panels shall be provided in either 24 (1 Rack Unit) or 48 (2 Rack Units) port configurations. Modular jack panel installations shall contain a retaining trough between every panel. Modular Jack Panels shall be wired for T568A configuration. Patch panels shall have the following characteristics:
 - 1. The terminations shall meet or exceed performance defined by ANSI/TIA/EIA-568-B.2, for Category 5e component, link, and channel performance.
 - 2. UL Listed.
 - 3. Comply with FCC Part 68.
 - 4. Manufactured by an ISO 9001 Certified Manufacturer.

4.15.2.10 HORIZONTAL CABLE INFORMATION OUTLETS/JACKS

A. Outlet Requirements:

1. Single gang outlet information outlets shall be arranged in a quad-plex jack arrangement.
2. Provide outlet faceplates with both top and bottom labeling positions.
3. Provided blank module inserts for all unused module locations.
4. Provide full set of color coded snap-in icons for workstation outlets for use by the Lessor to mark jacks for analog and digital telephones, two unique classes of data, etc. Store icons in clear plastic bags in each IDF/MDF.

B. Communication Jack Requirements: Communications jacks shall consist of multi-position 8-pin modular (8P8C) jacks, utilizing the T568A termination style. Jacks shall have the following characteristics:

1. Jacks shall be manufactured by the same manufacturer as the modular patch panels.
2. The jacks shall meet or exceed performance defined by ANSI/TIA/EIA-568-B.2, for Category 5e component, link, and channel performance.
3. UL Listed
4. Comply with FCC Part 68.
5. Manufactured by an ISO 9001 Certified Manufacturer.

4.15.2.11 HORIZONTAL CABLE PATCH CORDS

- A. Provide factory assembled Category 5e Modular Patch Cords for each assigned port on the patch panel. Cords shall conform to the requirements of ANSI/TIA/EIA 568-B Commercial Building Telecommunications Cabling Standard, Horizontal Cabling Section, and be part of the UL LAN Certification and Follow-up Program. Cords shall be equipped with an 8 pin modular connector on each end and the minimum length patch cord shall be provided in each instance, to make an orderly, manageable connection between the patch panels or equipment being cross-connected.
- B. Patch cords shall be round, and consist of 24-AWG copper, stranded conductors, tightly twisted into individual pairs.
- C. Patch cords shall be manufactured by the manufacturer of the patch panels and jacks and meet or exceed the Channel performance defined by ANSI/TIA/EIA-568-B.

4.15.2.12 HORIZONTAL CABLES

A. General:

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1. Horizontal cables shall be rated for Category 5e performance and shall be extended between the station location and its associated TR and shall consist of 4 pair, 24 gauge, UTP, and shall be terminated on the 8 pin modular jacks provided at each outlet. The 4 pair UTP cable shall be UL Listed Type CMP for use in plenum spaces in accordance with Article 800 of the NEC.
2. Provide cables with four FEP insulated conductor pairs (4/0 configuration).
3. Cables shall meet or exceed Category 5e performance specifications for the Channel as defined by ANSI/TIA/EIA-568-B.2.
4. UL or ETL Verified for Category 5e Electrical Performance.
5. UL Listed for Fire Safety.
6. Manufactured by an ISO 9001 Certified Manufacturer.

4.15.2.13 SINGLE-MODE FIBER OPTIC CABLE

- A. Where back bone fiber optic cables are required due to multiple telecom rooms per Part 1 of this Specification, provide single-mode (SM) fiber optic cable between the telecom rooms. The single-mode fiber optic cable shall be 8.3 μm (typical) step-index optical glass with nominal 125 μm core/cladding diameter. The optical fiber shall comply with ANSI/TIA/EIA-492CAAA. Single-mode fiber for indoor applications shall be of the tight buffered design.
- B. Single-mode fiber shall meet the following specifications:
 1. Maximum Attenuation: 1.0/1.0 dB/km @ 1310/1550 nm.
 2. Maximum Distance for Running 1 GbE: 5 km @ 1310 nm.
- C. Fibers shall be color coded to facilitate individual fiber identification. Fibers shall have protective coating to ensure color retention, minimize micro-bending losses and improve handling. The coating shall be mechanically strippable.

4.15.2.14 FIBER OPTIC CABLE PATCH CORDS

- A. Where back bone fiber optic cables are required due to multiple telecom rooms per Part 1 of this Specification, provide fiber optic cable patch cords from same manufacturer as that providing fiber optic cabling. These fibers shall be constructed from glass of the same grade as that used to construct the backbone and horizontal cables.
- B. Single-mode Patch Cord Specifications:
 1. The fiber patch cord shall consist of buffered, step-index fiber with an 8.3 micron core (typical) and a 125 micron cladding. The fiber coating shall be covered by Aramid yarn and a flame retardant jacket.

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2. Provide two-strand riser rated zipcord style cords for all duplex patch through and equipment connection applications. Provide single strand cords for single equipment connections.
3. Provide patch cords factory terminated with connectors in the type specified herein in the quantity and length(s) required to make an orderly, manageable connection between all patch panels and equipment being cross-connected.

4.15.2.15 FIBER OPTIC CABLE PATCH PANELS

- A. Provide low density termination and administration points (patch panels) for the fiber cables in the telecommunications rooms where backbone fiber optic cable is required due to multiple telecom rooms per Part 1 of this Specification. The termination and administration points (patch panel) shall meet the following requirements:
1. Stackable and able to fit within a 19-inch rack frame with six adapter panel positions per two unit (3.5 inch) frame.
 2. Hinged translucent door on the front side of the connector panels
 3. Factory installed lock kit for hinged front panel furnished with two keys for each front panel.
 4. Room and provisions to provide fiber identification.
 5. Pre-punched and pre-loaded adapter panels with fiber adaptors of the types specified herein, recessed a minimum of 2.5 inches from the front of the shelf for patch cable management.
 6. Fully front and rear accessible. The unit shall slide out to allow top access.
 7. Protection features for the connectorized fiber to prevent mechanical stress, macro-bending losses at the connection point, and tampering with the circuits.
 8. Protection for fiber patching or splicing.
 9. Jumper routing bend limiters.

4.15.2.16 FIBER OPTIC CABLE CONNECTORS

- A. Provide field installable single-mode (SM) connectors to terminate fiber optic cables from cable-to-cable, cable-to-equipment or equipment-to-equipment, and to make jumpers where backbone fiber optic cable is required due to multiple telecom rooms per Part 1 of this Specification.
- B. The connectors shall be capable of mounting on either 0.9 mm buffered fiber or on 3.0 mm cordage and utilize a PC polishing on the tip to provide high yield during installation. All connectors shall have ceramic ferrules, meet EIA and IEC standards for repeatability and have a locking feature to the coupler and assure non-optical disconnect.

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C. Provide type LC connectors, unless otherwise noted. These connectors shall meet the following criteria:

1. LC Connector Specifications:

- a. Typical Insertion Loss: 0.10 Db.
- b. Return Loss: better than -26 dB MM, -55 dB SM.
- c. Temp. Stability: -40°C to 75°C

4.15.2.17 BACKBONE RISER CABLES

- A. Unshielded multi-pair copper cables shall be used as the vertical riser cables where required due to multiple telecom rooms per Part 1 of this Specification. The cable shall support voice, data and building service applications. The bending radius and pulling strength requirements of all backbone cables shall be observed during handling and installation. The multi-pair copper cables shall be in non-plenum form and placed in conduit as required.
- B. The non-shielded non-plenum cable shall consist of 24-AWG solid-copper conductors insulated with color coded PVC. The cable shall be available in 25, 50, 75 and 100 pair as required. The multi-pair cable shall be UL Verified to ANSI/TIA/EIA 568-B for Category 3 performance levels and have the following characteristics:
 - 1. UL Listed for Fire Safety.
 - 2. Manufactured by an ISO 9001 Certified Manufacturer.

4.15.2.18 LABELING

- A. Provide machine printed labels for all patch panels, cables, outlets, etc., in accordance with ANSI/TIA/EIA-606-A.
- B. Labeling and color coding identification shall conform to TIA/EIA-606-A for a Class 1 Administrative System where only a wall mounted Equipment Cabinet or a single Telecom Room is required (due to size of the Lease Space per Part 1)..
- C. Labeling and color coding identification shall conform to TIA/EIA-606-A for a Class 2 Administrative System where a Main Telecom Room and additional Telecom Room(s) are required (due to size of the Lease Space per Part 1).

4.15.2.19 UNSPECIFIED EQUIPMENT AND MATERIAL

- A. Any item of equipment or material not specifically addressed in this document and required to provide a complete and functional TDS installation shall be provided in a level of quality consistent with other specified items.

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4.15.3 PART 3 EXECUTION

4.15.3.1 GENERAL

- A. Wiring shall be neatly tied or laced in cabinets and terminated on terminal strips provided for the purpose.
- B. Outlet/Jacks shall be identified with machine printed labels. Hand lettered labels shall not be used.
- C. Labels and color-coded inserts for each jack at patch panels and wall outlet shall be in accordance with TIA/EIA-606-A.
- D. Installation of lighting, ventilation and all other systems in the telecom rooms shall be coordinated with other trades and systems to avoid interferences.
- E. In each TR, IC, MDF, IDF and equipment room a minimum 22 inches by 34 inch CAD drawing indicating an appropriate floor plan and a telecommunication one-line (where applicable) shall be provided. The floor plan shall indicate telecommunication outlets with the appropriate outlet designation indicated on the plan. Mount drawing beneath a sheet of 1/8 inch clear Plexiglas on wall. Provide marking pens attached with Velcro to facilitate marking when moves, adds, or changes occur. Plexiglass and floor plan shall be mounted in such a way as to allow easy and rapid updates to the underlying floor plan. Include all copper and optical fiber systems (where applicable) on this drawing.

4.15.3.2 CODES AND PERMITS

- A. Work shall be performed with the necessary permits, etc. and by obtaining serving utility and governmental approvals where required.
- B. Coordinate work with the serving utility.
- C. Raceway fill requirements for communications systems shall be in accordance with ANSI/TIA/EIA-569-A and BICSI.
- D. NEC bending radius of all communications ducts, raceways, cabletrays, etc., shall be not less than the installed cable manufacturer's recommendations, and the applicable ANSI and BICSI Standards.
- E. Communications work shall be in complete accordance with the following:
 - 1. National Electrical Code (NEC), latest legally enacted edition.
 - 2. Regulations of the State Fire Marshall.
 - 3. National Fire Protection Association (NFPA) Codes.
 - 4. State, county and local codes and ordinances.

4.15.3.3 LAYOUT

- A. Maximum height for terminal blocks and patch panels shall be 6 feet-6 inches, minimum height shall be 1 feet-6 inches. Cables shall be racked and supported in a workmanlike fashion. Work shall be labeled according to ANSI/TIA/EIA 606-A, and color coded according to BICSI Standards. The following guidelines shall apply governing the layout of terminations.
 - 1. Horizontal cables from a common outlet shall terminate sequentially (in groups) on the same patch panel.
 - 2. Pairs from each cable shall be terminated sequentially from left to right, top to bottom starting with the lowest assigned number at the upper left hand corner of the frame.
 - 3. Trunk or riser cables shall terminate on dedicated terminal blocks, separate from but adjacent to horizontal terminal blocks. Cross-connect or patch cords longer than 18 feet shall be avoided. Install stress relief hardware where needed.
- B. Up to date "As-built" record drawings detailing the layout of all equipment racks and cabinets, telephone, data and trunk terminations, including a typed listing of cables/rooms served by each terminal block and patch panel shall be provided to the Lessor by the installer.

4.15.3.4 CABLE INSTALLATION

- A. Cable pathways and supports shall be sized for 40% fill ratios.
- B. Follow cable manufacturer's specification regarding handling methods, retaining/support methods, bending radius and maximum pulling tension limitations.
- C. Telecommunication cables shall not be installed in the same raceway as power cables.
- D. Cables shall be installed in a neat and orderly manner and shall not cross or interlace other cables except at breakout points.
- E. Cables in vertical trays shall be individually retained with straps at a maximum of 6 feet on center.
- F. Tie wraps shall not deform the cable insulation when tightened.
- G. Cables shall be routed to minimize EMI and RFI interference. Cable shall be routed according to the following table. Spacings are minimum for all Category 3 and higher cable.

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| 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 telecommunications open or nonmetal pathways. | 2.5 in | 6 in | 12 in |
| Mechanical ductwork, metal floors and other metallic planes to telecommunications open or nonmetal pathways. | 2 in | | |
| Mechanical ductwork, metal floors and other metallic planes to telecommunications open or grounded metal conduit pathways. | 0 in | | |
| Fluorescent or HID lighting fixtures | 5 in | 5 in | 5 in |

4.15.3.5 DISTRIBUTION RINGS AND CABLE SUPPORTS

- A. J-hooks shall be mounted on appropriate mounting hardware suitable for the specific application. Mount securely to the building structure. Maximum support spacing shall be 4 feet on center.
- B. The layout of cableways and pathways shall be coordinated with other trades.

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4.15.3.6 CROSS-CONNECTIONS

- A. Cross-Connections at and/or between all terminal hardware shall be provided to form a complete and functioning system.
- B. Patch Cords shall be used to make all Cross-Connections.

4.15.3.7 INTERCONNECTIONS

- A. Interconnections at terminal hardware shall be provided to form a complete and functioning system.

4.15.3.8 EQUIPMENT RACKS

- A. Equipment racks shall be seismically braced by securely bolting to the structural floor supplemented with additional braces as required for the Seismic Zone.
 - 1. Mount ground bars on insulating bushed standoffs.
 - 2. Electrically separate open and enclosed racks with insulating washers and nonconductive screws.

4.15.3.9 TERMINATIONS

- A. Wire twist shall be maintained to within 0.25 inch of the termination.

4.15.3.10 COMPLETION AND TESTING

- A. Telecommunications System test reports shall be submitted to and approved by the Contracting Agency. The test reports shall certify that the Telecommunications Distribution System is complete, passes test criteria, is fully operational, and that all work has been witnessed as specified.
- B. Final Inspection Tests:
 - 1. Link testing of all copper cabling shall be performed. Complete, end to end test results shall be submitted to the Contracting Agency.
 - a. Category 5e cable runs shall be tested for conformance to the specifications of EIA/TIA 568-B.2, Category 5e. Testing shall be done with a ANSI/TIA/EIA 568-B ETL verified Level II-E test set.
 - 1). Test shall include all requirements of ANSI/TIA/EIA 568-B.
 - 2). Any cables not meeting the requirements of the standard shall be brought into compliance at no additional charge.
 - 2. Where backbone fiber optic cable is required due to multiple telecom rooms per Part 1 of this Specification, Perform in-place testing of all installed, terminated fibers in

accordance with TIA/EIA OFSTP-7 methods. Document and submit all test results in accordance with the Specifications.

a. Single-mode Testing:

- 1). Perform optical power loss measurements in accordance with TIA/EIA Standard OFSTP-7 using method A.3.
- 2). Method A.3: Using an Optical Loss Test Set (OLTS) with hard-copy and disk/CD output capability to test each installed single-mode permanent link fiber from both directions at 1310 and 1550 nm.
- 3). Cables not meeting the requirements of the standard shall be brought into compliance at no additional charge.

4.16 MECHANICAL

4.16.1 HEATING AND COOLING

A system shall be provided to maintain a uniform temperature between 68 degrees and 72 degrees unless otherwise noted in the CONFIGURATION section. The temperature shall be maintained throughout all areas.

If the temperature is not maintained within the 68 degree to 72 degree range for a period of more than one (1) working day, the Lessor shall upon receipt of a written complaint from the State, provide suitable temporary/auxiliary heating or cooling equipment to maintain the temperature in the specified range.

If such temporary auxiliary equipment is necessary to meet normal weather conditions for more than ten (10) consecutive working days, the Lessor will, no later than the eleventh (11th) working day, initiate a diligent effort to rectify the deficiency and forward a detailed schedule to the State.

If after thirty (30) consecutive working days the temporary auxiliary equipment is still necessary to meet normal weather conditions, the State shall be free to hold the Lessor in default in accordance with the provisions of this RFP, and seek other space.

"Working days" for the purposes of this section is defined as days normally scheduled by the State as open for the conduct of State business.

If entry to an occupied space is directly from the building exterior, a large heated vestibule shall be provided. The vestibule shall be configured to prevent direct blasts of cold air from reaching occupants.

4.16.2 VENTILATION

All occupied areas of the building shall be provided with a ventilation system with minimum outdoor airflow rates and exhaust airflow rates in accordance with the latest adopted edition of the International Mechanical Code, as amended by the Authority having jurisdiction. For compliance with minimum outdoor airflow rate requirements, natural ventilation will not be considered.

Minimum outside airflow rates shall be measured and able to be monitored by State.

The Lessor shall provide the services of a qualified licensed mechanical engineer to determine ventilation rates required by the planned occupancy arrangements and provide the services of a qualified testing and balancing contractor that is National Environmental Balance Bureau (NEBB) certified, to balance the ventilation system to meet the required ventilation rates.

4.17 ENVIRONMENTAL & LIFE/SAFETY

Lessor agrees to provide a space free from all environmental and life / safety hazards. Lessor agrees that the premises will be in compliance with applicable health and safety standards set forth by OSHA, EPA, and the CDC.

If at any time throughout the tenancy of the lease, an environmental, health, or safety hazard is identified, the state will provide written notice to the Lessor. The Lessor agrees to take corrective action to investigate, test and remedy the identified hazard within (5) business days. If the reported hazard cannot be corrected within (5) days, the lessor shall within the same (5) days provide the state with a written plan and timeline for correcting the hazard. If after the sixth working day the Lessor has not corrected the hazard or provided a plan and reasonable timeframe for remediation, the state reserves the right to obtain competent workers to remediate the hazard. The Lessor shall pay all related costs either by direct payment or by the State making the payment to the workers and reducing the rent accordingly.

Lessor is required to certify that there is no asbestos containing material (ACM) in the building and no presumed asbestos containing material (PACM) in the building. If the lessor is unable to certify that there is no ACM in the building and no presumed PACM in the building, the lessor must take the necessary steps to identify the existence, location(s) of the ACM and PACM, and provide a copy of the lessor's asbestos management plan for the building daily maintenance and operations."

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4.18 PARKING

See Section **4.24 CONFIGURATION** **Personal Vehicle Exterior Parking and Government Vehicle Exterior Parking.**

4.19 TYPE AND AMOUNT OF SPACE

All space shall be located in one (1) building. Ground floor is not mandatory. Basement space is not acceptable. Basement space is defined as the lowest stories of a building when those stories are wholly underground. The exclusive right of the State to the entire building is not mandatory. However, the building shall be so arranged as to permit exclusive right and entry to the State's leased area. Occupancy by other parties or tenants shall be restricted to those functions that will not detract from the dignity of the State.

4.20 MULTI-FLOOR OFFERS

The space proposed may be located on a single floor or may be located on multiple floors. If the space is located on multiple floors, each floor must be directly on top of or below the other floors as may be applicable to each individually proposed building.

The State's occupying agency will dictate the final space and furniture layout.

All areas must be collocated as specified in the configuration section. These requirements are firm and cannot be changed. An offer that fails to meet these requirements will be rejected as non-responsive.

4.21 LEASEHOLD IMPROVEMENTS DEFINED

When pricing offers, Offerors should separate the Base Lease Cost from any Leasehold Improvement Cost they choose to pass on to the State. The leasehold improvement portion of construction is distinct from the primary structure in that it is limited to the construction needs specific to the State's occupancy and does not include the basic structure of the building or construction in common areas. Offerors have the discretion to determine what construction is specific to the State's occupancy and how much, if any, of those construction costs they choose to pass on to the State.

4.22 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.

4.23 CIRCULATION

In addition to the amount of space defined in the CONFIGURATION paragraph in this RFP, Offeror shall furnish adequate additional space within the leased area for people to

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easily circulate between the specific rooms, work areas and workstations defined in the CONFIGURATION paragraph without encroaching upon those rooms or areas. The additional space is required to meet circulation requirements of building codes, fire codes, handicapped accessibility and the unique circulation requirements of each individually proposed building.

4.24 CONFIGURATION

The Department of Natural Resources, Division of Forestry and Fire Protection, located in Palmer, Alaska hosts two wildland fire crews: Pioneer Peak Interagency Hotshot Crew (IHC) and The Gannett Glacier Type 2 Initial Attack (IA) Fire Crew. Each crew is composed of twenty-four (24) wildland firefighters and their supporting vehicles and equipment. Combined, these two crews will require 15-20,000 SF of dedicated interior space and no less than the listed exterior space requirements to accomplish their mission. Operationally, the crews will function as two separate entities and require administrative separation. Industrial spaces may be combined. Operations must be located within the four townships identified in Exhibit A - RFP Map.

| Type of space | Approximate square footage | Quantity | TOTAL |
|---|----------------------------|----------|-------------|
| Indoor Heated Space | | | |
| Private Office | 100 | 2 | 200 |
| Open Workstations | 60 | 10 | 600 |
| Kitchen and Break Room | 460 | 1 | 460 |
| Restrooms (Unisex) | 100 | 2 | 200 |
| Lockers/Shower/Restrooms | 800 | 1 | 800 |
| Ready & Training Room | 700 | 2 | 1,400 |
| Laundry Room | 200 | 1 | 200 |
| Wildland Firefighting Equipment Cache (warehouse) & Vehicle Parking | 12,000 | 1 | 10-14,000 |
| Small Engine Workshop | 750 | 1 | 750 |
| Secure Storage (in Cache) | 400 | 2 | 800 |
| Mechanical/Data Center | As Required | 1 | As Required |
| Outdoors – must have perimeter fencing | | | |
| Paved Lot (cache/warehouse operations) | 20,000 | 1 | 20,000 |
| Personal Vehicle Parking | code | 48 | code |
| Government Vehicle Parking | code | 20 | code |
| Covered Pavilion | 600<1,200 | 1 | 600<1,200 |

Indoor Heated Space

Administrative Space-Private Offices: For each crew, one private office of approximately 100 SF is required for superintendents. Offices shall have an exterior wall space with at least one operable window each. Each private office shall have resilient flooring, a locking door, and two (2) quad-plex outlets and must contain two (2) data drops in each and blank module inserts for all unused module locations.

Administrative Space-Open Workstations: From each crew, provide administrative space for five open workstations, contiguous with the superintendent's office. Workstations will be government furnished. Each workstation shall have one (1) quad-plex outlet and must contain two (2) data drops in each and blank module inserts for all unused module locations. Each workstation shall be equipped with two (2) duplex electrical outlets; this is in addition to standard electrical outlets required elsewhere in this document. Administrative space with natural lighting/windows is preferred. Do not combine crews.

Kitchen and Break Room Area (Shared): This area shall be centrally located and be easily accessible with natural light if possible. This area shall contain kitchen style cabinets, a sink with a goose neck faucet and garbage disposal, upper and lower commercial grade cabinets with doors. Adequate electrical service to power two commercial refrigerator/freezers, a commercial dishwasher, two microwave ovens, a commercial coffee maker, and at least two small appliances. This area shall be located out of visual and sight range of reception areas and open work areas. If the offered space consists of more than one floor, one additional kitchenette of approximately 100 square feet is required on each separate floor, with a kitchen style cabinet, approximately six (3) feet long, a sink with a goose neck faucet, and electrical service for a small household refrigerator and microwave oven.

Restrooms-Unisex: Provide two accessible unisex restrooms with toilet and sinks in the vicinity of administrative areas.

Crew Lockers/Shower/Restrooms Areas (Shared): Provide male and female crew shared locker/shower/restrooms. Install a minimum of four water closets (toilet/shower/sink) per crew or code required, whichever is higher for the males and two for the females. Male locker room shall include 44 athletic vented double tier lockers 15" W x 36"H x 18" D. Females shall be provided no less than eight (8) similar lockers. Lockers shall be wall or floor mounted as required. Provide locker room benches sufficient for projected occupancy. Single stall shower rooms of equal size shall be provided preferably located with contiguous access to the locker room.

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Ready & Training Room Areas: Provide each crew a classroom style room for 24 occupants and speaker with room for demonstration. Provide audio visual capabilities for on-line and remote training. Each training room shall have a door and two (2) quad-plex outlets and must have two (2) data drops in each with blank module inserts for all unused module locations. Rooms shall have resilient commercial grade carpet and sound attenuated as required. Rooms may be aggregated into one room with a built-in movable wall partition.

Laundry Room Area: Provide space for two(2) industrial/commercial laundry machines and two(2) industrial/commercial dryers. Provide 2 counters for folding laundry.

Wildland Firefighting Equipment Cache (Warehouse) & Vehicle Parking: Provide open space cache warehousing for dispensable firefighting equipment managed for accountability and indoor heated parking for up to 20 F550 crew cab vehicles with a minimum height of 12'. A minimum of 4 overhead doors 12' wide x 12' high should access this space. Concrete floors should have floor drains and be of sufficient strength for shelving to be fastened to meet seismic code requirements. This space shall maintain minimum ambient temperatures between 58 to 62 degrees.

Small Engine Workshop: Each crew requires a secure small engine workshop and tool storage area. This can be combined with separate secure tool storage for each crew and a shared combine workshop if needed. Each crew will store a variety of hand tools and up to 30 chainsaws each. The rooms should provide ample area with code required ventilated areas for repairs and use of solvents. This may be included in the Cache & Vehicle Parking space and can be separated and secured by wire mesh fencing or similar. This space shall maintain minimum ambient temperatures between 58 to 62 degrees.

Outdoor Secure Space

Paved Lot): Paved lot for logistical movement of fire supplies in and out of the warehouse and vehicle staging. Lot shall be located outside overhead doors.

Personal Vehicle Exterior Parking: Provide sufficient secure long-term parking for up to 48 personal vehicles while wildland firefighters are on deployed assignments. This lot may be gravel.

Government Vehicle Exterior Parking: Provide sufficient parking for up to 20 government vehicles with ADA Parking.

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Covered Pavilion: Area can be attached or detached from the facility and provides room for multiple crews to assemble with overhead cover. Area should have power and lighting.

END OF SECTION

Initial _____ Initial _____

5. AWARD CRITERIA

5.1 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 3) Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the Contracting Officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the Contracting Officer, who will then compile the scores and calculate awarded points as set out in Section 5.3.
- 7) The Contracting Officer will calculate scores for cost proposals as set out in Section 5.5 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The Contracting Officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful as set out in Section 5.6.

EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to the State, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Initial _____ Initial _____

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| Overall Criteria | Weight |
|------------------|-----------|
| Responsiveness | Pass/Fail |

| Qualifications Criteria | Weight |
|---|--------|
| Section 5.4.1 Function, Planning, and Design | 100 |
| Section 5.4.2 Appearance and Indoor Environment | 100 |
| Section 5.4.3 Public Convenience and Location | 100 |
| Section 5.4.4 Number of Days to Completion | 100 |
| Total | 400 |

| Cost Criteria | Weight |
|---------------------------|--------|
| Section 5.5 Cost Proposal | 600 |
| Total | 600 |

TOTAL EVALUATION POINTS AVAILABLE: 1000

5.2 EVALUATION OF PROPOSALS

The process of evaluation is based on factors defined in this Request for Proposal. The Contracting Officer will chair the Evaluation Committee and will appoint additional members.

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

Evaluation Committee members will exercise independent judgment and base their evaluation on the evaluation criteria set out in this RFP. In exercising independent judgment, Evaluation Committee members may take into consideration their personal knowledge and experiences.

Offeror's shall not contact any member of the Evaluation Committee other than the Contracting Officer.

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.5.1 through 5.5.4, and

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assign a single score of 1 through 100, with 100 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 50 on each section. The score may either increase or decrease depending on the offeror's response to each factor for that section. As an example, if the Offeror provided responses over and above the evaluation factors in a section, they would receive a higher score. However, if the Offeror's response fails to address all factors of a section or demonstrates some lack of understanding or competency as it relates to a factor for that section, the Offeror would then receive a lower score.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

If any scores are tied, the Offeror submitting the lowest TOTAL PRICE OFFER after application of Present Value Analysis and applicable preferences will prevail. If proposals are tied in scoring and in TOTAL PRICE OFFER after application of Present Value Analysis and applicable preferences, a random drawing will break the tie.

Combined Total Score (Sec. 5.5.1)

$$\frac{\text{Combined Total Score (Sec. 5.5.1)}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

Example:

Max Points for Section 5.5.1 = 100

Highest Total Score Possible = 4 PEC Members x 100 points each = 400

| | PEC Member 1 Score | PEC Member 2 Score | PEC Member 3 Score | PEC Member 4 Score | Combined Total Score | Points Awarded |
|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------|-------------------|
| Offeror 1 | 30 | 30 | 30 | 30 | 120 | 30 |
| Offeror 2 | 50 | 50 | 50 | 50 | 200 | 50 |
| Offeror 3 | 100 | 100 | 100 | 100 | 400 | 100 |

Initial _____ Initial _____

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Offeror 1 was awarded 120 combined points:

$$\frac{\text{Combined Total Score (120)}}{\text{Highest Total Score Possible (400)}} \times \text{Max Points (100)} = \text{Points Awarded (30)}$$

Offeror 2 was awarded 200 combined points:

$$\frac{\text{Combined Total Score (200)}}{\text{Highest Total Score Possible (400)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

Offeror 3 was awarded 400 combined points:

$$\frac{\text{Combined Total Score (400)}}{\text{Highest Total Score Possible (400)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

5.3 EVALUATION FACTORS

5.3.1 FUNCTION, PLANNING AND DESIGN (100 Points Maximum)

Evaluation of the planned efficiency for the proposed space, including ADA accessible pathway from the designated parking to the internal space; for the flexibility and adaptability to expand or rearrange proposed space (for example, fewer columns and load bearing walls is better); and more open areas which provide future flexibility. Ability to add additional space due to growth of the State agency is better. Evaluation of functionality enhancements, which exceed the minimum requirements of the specifications, (for example special signage or signage in addition to that required or extra highly visible and aesthetically pleasing signage), additional parking lot lights; access which exceeds ADA Standard requirements of this Request for Proposal such as automatic opening doors; and functional floor plan layouts that enhance productivity or efficiency) is better.

5.3.2 APPEARANCE AND INDOOR ENVIRONMENT (100 Points Maximum)

Evaluation of enhancements which exceed minimum requirements (for example, public seating, atriums, lobbies, elevator systems, mezzanine arrangements that promote the appearance and indoor environment); the arrangement and coordination of the design

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elements relating to the offered space for external aesthetics (for example, external landscaping, higher grade materials and finishes, harmonious relationship to surroundings); internal aesthetics (for example, lessor provided plants & art, higher grade materials and finishes); and for additional natural light (for example, window area in addition to the minimum requirements) is better.

5.3.3 PUBLIC CONVENIENCE AND LOCATION (100 Points Maximum)

Evaluation of distance from the Palmer Municipal Airport (PAQ), public access by clients and employees by vehicle (for example, on a major road; ease and safety of access to the building from a major road or highway, traffic lights, crosswalks and pedestrian access); Additional parking, parking closer than minimum to building is better; Additional or enhanced signage is more desirable; availability of landmarks known to general population that directs customers to location is desirable.

5.3.4 NUMBER OF DAYS TO COMPLETION (100 Points Maximum)

Evaluation of the length of time proposed in section 3.3 (Date of Occupancy) to complete the preoccupancy requirements will be evaluated in the best interest of the State. Proposed space that is available for occupancy sooner is better.

5.4 CONTRACT COST (600 Points Maximum)

Shall consist of the TOTAL PRICE OFFER after application of the Present Value Analysis. The lowest TOTAL PRICE OFFER after Present Value Analysis will receive the maximum number of points allocated to price. Other Offeror's point allocations will be determined using the following formula, applied to each higher priced offer in its turn. $[(\text{Lowest TOTAL PRICE OFFER}) \times (\text{Maximum Points for Price})] \text{ Divided By } (\text{Price of Higher Offer}) = \text{Points}$.

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

5.4.1 Application of the Present Value Analysis

- All solicitations will require a firm price for the firm term agreement and renewal option periods.
- Present Value Analysis will be applied to the cash flow to determine the present value of payments on the PRICE OFFER PAGE. The use of Present Value Analysis (PVA) is a tool to ensure that the responses from all Offeror's are fairly evaluated.

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PRESENT VALUE ANALYSIS FORMULA: $PV = FV_n [1 / (1 + [i/12])^{n-1}]$

- Where FV = the future value of the investment at the end of n months
- Where n = the number of months that the payment will be received
- Where i = the annual discount (or interest) rate.
- Where PV = the present value of the future sum of money

Division of Facilities Services will apply a Present Value Analysis (also known as discounted cash flow) to the monthly payments to be made by the State, discounted at the designated interest rate and month which the payment is made to determine the cost of the agreement. The method of application will be as follows:

1. Payments will be made on the first day of each month.
2. Payment for the first month will include the total Monthly Base Lease Cost, the total Monthly Leasehold Improvement Cost, all other applicable miscellaneous costs to be paid by the State at the beginning of the lease (private office costs, head bolt heater costs, etc.).
3. Payments for the second month through the end of the firm term will include the total Monthly Base Lease Cost plus the total Monthly Leasehold Improvement Cost.
4. Payments for any months during the option years will include total Monthly Base Lease Cost only.
5. The CPI rate used for the PVA calculation shall be 2.22% per year, compounded annually. CPI adjustments will be included as if they were timely requested in accordance with the ADJUSTMENTS paragraph of the LEASE PROVISIONS section of the RFP. Please be advised that CPI adjustments are only applicable to 35% of the total Monthly Base Lease Cost; CPI adjustments are not applicable to the remaining 65% of the total Monthly Base Lease Cost or the total Monthly Leasehold Improvement Costs. Offeror's are advised to carefully review the referenced section and the PRICE OFFER PAGE for additional information related to CPI adjustments.
6. The discount rate used for the PVA calculation shall be 6% per year.
7. After step six, the value shall be rounded to the nearest whole number (rounded up for fractions of .5 or greater and rounded down for fractions less than .5). This is the value that shall be used to determine the number of points the offer shall receive for the Price component of the evaluation process.
8. After step seven, the number of points the offer shall receive for the Price component shall be rounded to the nearest whole number (rounded up for fractions of .5 or greater and rounded down for fractions less than .5).

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EXAMPLE

An example of how the PVA formula will be applied is provided below.

Example Lease Assumptions:

- Discount Rate = 6%
- CPI Rate = 2.22%
- Annual CPI adjustments
- Firm Term = Two (2) years
- Option Term = One (1) year

Summary of PRICE OFFER PAGE

- Monthly Base Lease Cost \$2,000 x 36 months = \$72,000
- Monthly Leasehold Improvement Cost \$1,000 x 24 months = \$24,000
- Head Bolt Heater Cost \$500
- Total from PRICE OFFER PAGE \$106,500

| | | | |
|-----------------|--------------|---|-----------|
| Month 1 | \$ 13,500.00 | *1 | |
| Month 2 | \$ 2,985.08 | = \$ 3,000.00 * [1/(1 + [.06/12]) ¹ | *2 |
| Month 3 | \$ 2,970.22 | = \$ 3,000.00 * [1/(1 + [.06/12]) ² | |
| Month 4 | \$ 2,955.45 | = \$ 3,000.00 * [1/(1 + [.06/12]) ³ | |
| Month 5 | \$ 2,940.74 | = \$ 3,000.00 * [1/(1 + [.06/12]) ⁴ | |
| Month 6 | \$ 2,926.11 | = \$ 3,000.00 * [1/(1 + [.06/12]) ⁵ | |
| Month 7 | \$ 2,911.55 | = \$ 3,000.00 * [1/(1 + [.06/12]) ⁶ | |
| Month 8 | \$ 2,897.07 | = \$ 3,000.00 * [1/(1 + [.06/12]) ⁷ | |
| Month 9 | \$ 2,882.66 | = \$ 3,000.00 * [1/(1 + [.06/12]) ⁸ | |
| Month 10 | \$ 2,868.31 | = \$ 3,000.00 * [1/(1 + [.06/12]) ⁹ | |
| Month 11 | \$ 2,854.05 | = \$ 3,000.00 * [1/(1 + [.06/12]) ¹⁰ | |
| Month 12 | \$ 2,839.84 | = \$ 3,000.00 * [1/(1 + [.06/12]) ¹¹ | |
| Month 13 | \$ 2,840.35 | = \$ 3,015.54 * [1/(1 + [.06/12]) ¹² | *3 |
| Month 14 | \$ 2,826.22 | = \$ 3,015.54 * [1/(1 + [.06/12]) ¹³ | |
| Month 15 | \$ 2,812.16 | = \$ 3,015.54 * [1/(1 + [.06/12]) ¹⁴ | |
| Month 16 | \$ 2,798.17 | = \$ 3,015.54 * [1/(1 + [.06/12]) ¹⁵ | |
| Month 17 | \$ 2,784.25 | = \$ 3,015.54 * [1/(1 + [.06/12]) ¹⁶ | |
| Month 18 | \$ 2,770.40 | = \$ 3,015.54 * [1/(1 + [.06/12]) ¹⁷ | |
| Month 19 | \$ 2,756.61 | = \$ 3,015.54 * [1/(1 + [.06/12]) ¹⁸ | |
| Month 20 | \$ 2,742.90 | = \$ 3,015.54 * [1/(1 + [.06/12]) ¹⁹ | |
| Month 21 | \$ 2,729.25 | = \$ 3,015.54 * [1/(1 + [.06/12]) ²⁰ | |
| Month 22 | \$ 2,715.68 | = \$ 3,015.54 * [1/(1 + [.06/12]) ²¹ | |

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| | | | | |
|----------|--------------|---|---|-----------|
| Month 23 | \$ 2,702.16 | = | \$ 3,015.54 * [1/(1 + [.06/12]) ²²] | *4 |
| Month 24 | \$ 2,688.72 | = | \$ 3,015.54 * [1/(1 + [.06/12]) ²³] | |
| Month 25 | \$ 1,802.25 | = | \$ 2,031.42 * [1/(1 + [.06/12]) ²⁴] | |
| Month 26 | \$ 1,793.28 | = | \$ 2,031.42 * [1/(1 + [.06/12]) ²⁵] | |
| Month 27 | \$ 1,784.36 | = | \$ 2,031.42 * [1/(1 + [.06/12]) ²⁶] | |
| Month 28 | \$ 1,775.49 | = | \$ 2,031.42 * [1/(1 + [.06/12]) ²⁷] | |
| Month 29 | \$ 1,766.65 | = | \$ 2,031.42 * [1/(1 + [.06/12]) ²⁸] | |
| Month 30 | \$ 1,757.86 | = | \$ 2,031.42 * [1/(1 + [.06/12]) ²⁹] | |
| Month 31 | \$ 1,749.12 | = | \$ 2,031.42 * [1/(1 + [.06/12]) ³⁰] | |
| Month 32 | \$ 1,740.42 | = | \$ 2,031.42 * [1/(1 + [.06/12]) ³¹] | |
| Month 33 | \$ 1,731.76 | = | \$ 2,031.42 * [1/(1 + [.06/12]) ³²] | |
| Month 34 | \$ 1,723.14 | = | \$ 2,031.42 * [1/(1 + [.06/12]) ³³] | |
| Month 35 | \$ 1,714.57 | = | \$ 2,031.42 * [1/(1 + [.06/12]) ³⁴] | |
| Month 36 | \$ 1,706.04 | = | \$ 2,031.42 * [1/(1 + [.06/12]) ³⁵] | |
| | \$ 99,742.89 | | \$107,063.52 | |

***1** Month 1 = Monthly Base Lease Cost + Monthly Leasehold Improvement Cost + Head Bolt Heater Cost

***2** Months 2–12 = Monthly Base Lease Cost + Monthly Leasehold Cost

***3** Months 13-24 = Adjusted Monthly Base Lease Cost (1st CPI adjustment) + Monthly Leasehold Cost

***4** Months 25-36 = Adjusted Monthly Base Lease Cost only (2nd CPI adjustment)

TOTAL PRICE OFFER from the PRICE OFFER PAGE of \$106,500 will be discounted to \$99,742.89 by applying the PVA formula. This value will be rounded to the nearest whole number, which equates to \$99,743. This is the value that would be used to determine the number of points this example offer would receive for the Price component. In accordance with step eight above, the number of points each offer would receive for the Price component would be rounded to the nearest whole number.

5.5 METHOD OF AWARD

Award will be accomplished in three (3) stages:

5.5.1 FIRST STAGE

The Evaluation Committee will assign points to those offers that are deemed responsive by the Contracting Officer. The Evaluation Committee may conduct an onsite inspection of the building or site proposed. Upon completion of the evaluation scoring by the Committee, the Contracting Officer will open the PRICE OFFER PAGE and calculate allotted points for all offers. The Contracting Officer will then prepare a summary of the evaluation process and scoring.

5.5.2 SECOND STAGE,

An Offeror whose offer is considered reasonably susceptible of award may be given the opportunity to discuss their proposals with the Evaluation Committee at the discretion of the Contracting Officer. The evaluation of an offer may be adjusted as a result of a discussion under this section. The conditions, terms or price of the proposed contract may be altered or otherwise changed during the course of the discussions (2 AAC 12.290). The Contracting Officer may limit discussion to specific sections of the Request for Proposal. If during discussions there is a need for any substantial change in the Request for Proposal, the Request for Proposal must be amended to incorporate the change. Any oral modification of an offer shall be reduced to writing by the Offeror (2 AAC 12.290). If discussions are held, the Contracting Officer shall set a date and time for the submission of best and final proposals. If an Offeror does not submit a best and final proposal or a notice of withdrawal, the Offeror's previous proposal is considered the Offeror's best and final proposal (2 AAC 12.290). If best and final proposals have been requested, final evaluations will be conducted (2 AAC 12.290). At the conclusion of the final evaluation the highest ranked Offeror will be considered the prospective awardee.

5.5.3 THIRD STAGE,

The Contracting Officer, the State agency and the prospective awardee will work in good faith with each other to finalize an acceptable floor plan, to include State's fixtures, furniture and equipment which satisfy the tenant agency's need for efficient layout of its space. The purpose of this stage is to settle on a floor plan which meets the State's organizational, spatial, and functional relationships expressed in the Request for Proposal; and which meets the tenant 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 awardees' building.

If a satisfactory layout is achieved which meets the requirements of this Request for Proposal and the tenant agency's need for an efficient layout, the State will issue a Notice of Intent to Award in accordance with AS 36.30 and 2 AAC 12. If a satisfactory layout cannot be achieved which meets the requirements of this Request for Proposal and the tenant agency's need for an efficient layout, the prospective awardee's offer shall be rejected. The award process will start over working in good faith effort with the second highest ranked offeror at the third stage (see Method of Award).

END OF SECTION

Initial _____ Initial _____

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6. OFFERORS INFORMATION

An Offeror's failure to provide the following information will cause the State to consider the offer to be non-responsive and to reject the offer. Attach additional sheets if necessary.

Contact and Business Information:

Business Name_____

Mailing Address_____

Physical Address_____

Email Address_____

Phone_____ Cellular Phone_____ Fax_____

Tax ID Number_____ Alaska Business License_____

Type of Ownership: (please check one)

- ☐ Sole Proprietorship
- ☐ Corporation
- ☐ Partnership
- ☐ Limited Liability
- ☐ Joint Venture
- ☐ Other (Please Describe)_____

Offered Space Information:

1. Physical Address_____

Name of Building (if applicable) _____

Recordable Legal Description (include Lot, Block, Townsite, Plat, or U.S. Survey
Number and Recording District)

Initial_____ Initial_____

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Location of Space Offered Space within the Building:

Ownership Information:

Is the Space that is Offered in the RFP owned by the Offeror?

() Yes () No

If no, please list the Name, Address and Phone number of the Owner:

If the Offeror is not the Owner, please describe the Offeror's relationship with the Owner:

Is the Space that is Offered in the RFP, leased by the Offeror from the Building Owner?

() Yes () No

If the Offeror is not the Owner, or has some type of agent relationship with the Owner, please provide and attach a copy of the Owner's Authorization.

Attachment Enclosed () Yes () No

Initial _____ Initial _____

6.1 OFFERED SPACE

| | |
|--|---|
| 1. Private Office | _____ SQ. FT. |
| 2. Open Workstation Areas | _____ SQ. FT. |
| 3. Kitchen and Break Room (Shared) | _____ SQ. FT. |
| 4. Restrooms (Unisex-other) | _____ SQ. FT. |
| 5. Lockers/Shower/Restrooms (Shared) | _____ SQ. FT. |
| 6. Ready & Training Room | _____ SQ. FT. |
| 7. Laundry Room | _____ SQ. FT. |
| 8. Wildland Firefighting Equipment Cache & Vehicle Parking | _____ SQ. FT. |
| 9. Small Engine Workshop | _____ SQ. FT. |
| 10. Secure Storage (in cache) | _____ SQ. FT. |
| 11. Mechanical/Data Center | _____ SQ. FT. |
| 12. Amount of additional CIRCULATION space necessary to meet codes & facilitate movement within the total usable space proposed above. | _____ SQ. FT. |
| 13. TOTAL APPROXIMATE NUMBER OF USABLE SQUARE FEET PROPOSED BY OFFEROR | _____ SQ. FT. (TOTAL = SUM 1 THRU 12) |

This Space Intentionally Left Blank

Initial _____ Initial _____

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| | |
|--|----------------------|
| 14. Paved Lot (cache operations) | _____ SQ. FT. |
| 15. Personal Vehicle Parking | _____ SQ. FT. |
| 16. Government Vehicle Parking | _____ SQ. FT. |
| 17. Covered Pavilion | _____ SQ. FT. |
| 18. TOTAL APPROXIMATE SQUARE FEET PROPOSED BY OFFEROR | _____ SQ. FT. |

(TOTAL = SUM 14 THRU 17)

NUMBER OF EXCLUSIVE USE PARKING SPACES INCLUDED IN THIS OFFER

NUMBER OF DAYS AFTER AWARD SPACE MAY BE OCCUPIED _____

(Do not exceed maximum number required per the DATE OF OCCUPANCY paragraph.)

WILL THE OFFERED SPACE MEET ADA STANDARDS in accordance with the ACCESSIBILITY paragraph of the LEASE PROVISIONS section of the RFP, on the date of occupancy and throughout the entire occupancy of the State?

Yes _____ No _____

Initial _____ Initial _____

6.2 PRICE OFFER PAGE

A. BASE LEASE COST

$$\begin{array}{c} \$ \frac{\quad}{\text{MONTHLY COST}} \times \frac{\text{MONTHS}}{\text{FIRM TERM plus RENEWAL PERIODS}} = \$ \frac{\quad}{\text{TOTAL BASE LEASE COST (A)}} \end{array}$$

The above MONTHLY COST (+ allowable CPI adjustments) will be paid directly to the Lessor each month of the firm term and all optional renewals. The above MONTHLY COST will be included in the Base Monthly Lease Rate for CPI calculations as outlined in the ADJUSTMENTS paragraph of the LEASE PROVISIONS section of this RFP. The CPI rate indicated in the EVALUATION FACTORS paragraph of the AWARD CRITERIA section of this RFP will be applied to the MONTHLY COST above for purposes of calculating the Present Value of the offer.

NO COSTS BELOW THIS LINE ARE SUBJECT TO CPI ADJUSTMENTS

B. LEASEHOLD IMPROVEMENTS COST

$$\begin{array}{c} \$ \frac{\quad}{\text{MONTHLY COST}} \times \frac{\text{MONTHS}}{\text{FIRM TERM}} = \$ \frac{\quad}{\text{TOTAL LEASEHOLD IMPROVEMENTS COST (B)}} \end{array}$$

The above MONTHLY COST will be paid directly to the Lessor each month of the **firm term only**. Leasehold improvements the Offeror chooses to pass on to the State should be included in this item. No CPI increases will be allowed on the LEASEHOLD IMPROVEMENTS COST. DO NOT include this LEASEHOLD IMPROVEMENT COST in the BASE LEASE COST box(es). See the LEASEHOLD IMPROVEMENTS DEFINED paragraph of the BUILDING REQUIREMENTS section of this RFP for further definition and clarification of leasehold improvements.

TOTAL PRICE OFFER

$$\begin{array}{c} \$ \frac{\quad}{\text{TOTAL BASE LEASE COST}} + \$ \frac{\quad}{\text{TOTAL LEASEHOLD IMPROVEMENTS COST}} + = \$ \frac{\quad}{\text{TOTAL PRICE OFFER}} \\ \text{(A)} \qquad \qquad \qquad \text{(B)} \qquad \qquad \qquad \text{(A+B)} \end{array}$$

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6.3 ADDITIONAL PRICE INFORMATION

A price must be indicated for each of the following items. The prices will not have an effect on award. The prices will be used for tenant improvements or demolition required after occupancy or in addition to those required by this RFP. Prices listed below shall remain firm for a period of (12) months from the date of occupancy.

| | NEW CONSTRUCTION | DEMOLITION |
|---|------------------------------|------------------------------|
| A. FULL HEIGHT PARTITIONS (Per Lineal Ft.) | \$ _____ Price/Lineal Ft. | \$ _____ Price/Lineal Ft. |
| B. INTERIOR SOLID-CORE DOORS (Complete with framing and hardware) | \$ _____ Price Each | \$ _____ Price Each |
| C. INTERIOR HOLLOW-CORE DOORS (Complete with framing and hardware) | \$ _____ Price Each | \$ _____ Price Each |
| D. TELEPHONE OUTLET (Cost per drop) | \$ _____ Price Each | \$ _____ Price Each |
| E. DATA OUTLET (Cost per drop) | \$ _____ Price Each | \$ _____ Price Each |
| F. ELECTRICAL 4-PLEX OUTLET | \$ _____ Price Each | \$ _____ Price Each |
| G. ELECTRICAL 2-PLEX OUTLET | \$ _____ Price Each | \$ _____ Price Each |
| H. LIGHT SWITCHES | \$ _____ Price Each | \$ _____ Price Each |
| I. TELE-POWER POLES (Installed) | \$ _____ Price Each | \$ _____ Price Each |
| J. HVAC ZONE (Complete & energize w/thermostats, mixing box, diffuser, heating Wiring & installation) | \$ _____ Price Each | \$ _____ Price Each |
| K. SPRINKLER HEAD (Installed) | \$ _____ Price Each | \$ _____ Price Each |

Initial _____ Initial _____

6.3 SPECIAL NOTICE TO OFFERORS

TITLE 36 – PUBLIC CONTRACTS, ALSO KNOWN AS THE “LITTLE DAVIS BACON ACT” REQUIREMENTS ON PUBLIC WORKS CONSTRUCTION PROJECTS

The "Little Davis-Bacon Act" (LDBA) is a set of State laws in Title 36 that establishes minimum wage and associated requirements for labor on public construction contracts for the State of Alaska or a political subdivision of the state that exceed \$25,000.00. The prevailing minimum rate of pay applies to construction-related workers, regardless of whether they are employees or not. The Alaska Department of Labor and Workforce Development, Wage and Hour Administration (DOLWD) publishes the prevailing minimum wages twice a year at: <http://www.labor.state.ak.us/lss/pamp600.htm>

“Public construction” or “public works” means the on-site field surveying, erection, rehabilitation, alteration, extension or repair, including painting or redecorating of buildings, highways or other improvements to real property under contract for the State, a political subdivision of the State, or a regional school board. (Emphasis added)

Note that the definition includes improvements to “real property.” Typical contracts may be for new buildings, repair of existing buildings, docks, painting contracts, term contracts, road service agreements, remodeling projects, equipment rental contracts, long-term leases, or insurance proceeds used for repair or construction to name just a few.

Governor Murkowski signed CSHB 155 into law on June 16, 2003. This law requires contractors working on public construction projects to file certified payrolls to the DOLWD, and it levies filing fees.

- **What does this change accomplish?**

State Funded Projects - Prime Contractors and subcontractors working on State funded public construction projects must file certified payrolls every week, or by the Friday of every second week to DOLWD. The weekly or bi-weekly certified payroll (Form 07-6058) are available at: <http://labor.alaska.gov/lss/lssforms.htm>

Instead of submitting Form 07-6058, a contractor may submit the contractor’s payroll form. However, the payroll form must contain the same information and statement of compliance required by Form 07-6058.

Contractors working on public construction projects have the option of filing certified payrolls in paper format or electronically by logging into MyAlaska, at: <https://my.alaska.gov> and clicking on LSS - Online Filing Services.

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Federally Funded Projects - Federal weekly payroll filing requirements under 29 CFR 5.5 (a) (3) are not changed by this new law. But, the assessment of a one percent fee based on the estimated value of work performed and of the value of each subcontractor's price now applies (see below).

And, Federal Statute and form 25D-55 still require Social Security Numbers for the certified weekly payroll reports submitted on Federally funded projects.

- **Are there special requirements or fees to pay?**

The prime contractor working on any public construction project of \$25,000 or more must file a "Notice of Work" and a "Notice of Completion" electronically through <https://my.alaska.gov> and clicking on LSS - Online Filing Services.

The filing fee is one percent (1%) of the total contract amount, including all subcontract work, up to a maximum fee of \$5,000.00. Only the prime contractor is required to pay the filing fee. Filing fees are paid by clicking on "Pay Filing Fees Electronically" in the LSS - Online Filing Services application portal.

Amounts paid to owner/operators (sole proprietor, partnership, or an LLC that has elected to file their taxes as a sole proprietor or partnership) who do not use employees are exempt from the filing fee.

The prime contractor must file a "Notice of Completion" with the DOLWD when work is completed. The Contracting Agency will not perform the "close-out for final project completion" until approval from the DOLWD that they have processed the prime contractors "Notice of Completion." The "Notice of Work" and "Notice of Completion" are processed via the online LSS - Online Filing Services application portal and the approved electronic version can be printed at your convenience.

There are special provisions for filing the "Notice of Work" and the payment of fees for an emergency response project. Contractors have 14 days after starting work in which to file the "Notice of Work" and pay the fees on an emergency response project.

- **Does a contractor or subcontractor have to hire 90% Alaskans on a public construction contract?**

The Employment Preference Act requires 90% of the hired workers to be Alaskan residents. The hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each

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Palmer, Alaska

contractor/subcontractor. The hiring preference applies on public works contracts throughout the State in certain job classifications. There are some projects that this 90% hiring preference does not apply to. A list of the different work classifications that the preference applies to is generated every two years and is available at: <http://labor.alaska.gov/lss/forms/res-hire-notice1.pdf>

Please note this guide is to help you understand your obligations under Title 36 and does not encompass the full requirements under the law. Please contact DOWLD if you have any questions or need further clarification.

Resources

Alaska Wage and Hour Administration web page:
<http://labor.alaska.gov/lss/whhome.htm>

Pamphlet 400, Title 36-Public contracts:
<http://labor.alaska.gov/lss/forms/pam400.pdf>

Pamphlet 600, Laborers' & Mechanics' Minimum Rates of Pay:
<http://labor.alaska.gov/lss/pamp600.htm>

Alaska Wage and Hour Administration Offices

Anchorage

Email: Anchorage.lss-wh@alaska.gov
Phone: [\(907\) 269-4909](tel:(907)269-4909)
Fax: [\(907\) 269-4915](tel:(907)269-4915)

Juneau

Email: Juneau.lss-wh@alaska.gov
Phone: [\(907\) 465-4842](tel:(907)465-4842)
Fax: [\(907\) 465-3584](tel:(907)465-3584)

Fairbanks

Email: Fairbanks.lss-wh@alaska.gov
Phone: [\(907\) 451-2886](tel:(907)451-2886)
Fax: [\(907\) 451-2885](tel:(907)451-2885)

7. EXHIBITS

Exhibit A – RFP Map

Exhibit B – Example Lease Agreement

Exhibit C – Construction Practices

Initial_____ Initial_____



LC RFP 2526-10-0004

EXHIBIT B

**STATE OF ALASKA
STANDARD LEASE FORM
LEASE XXXX**

IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS LEASE AND THE TERMS AND CONDITIONS OF THE: INOVATIVE REQUEST FOR PROPOSAL (RFP) _____, THE TERMS AND CONDITIONS OF THE RFP SHALL PREVAIL.

THIS LEASE, entered into this _____ day of _____, 20____, and to be recorded in the _____ Recording District, by and between:

**NAME OF LESSOR
ADDRESS
, ALASKA 99**

hereinafter called the Lessor, and

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES
DIVISION OF FACILITIES SERVICES –
550 WEST 7th AVENUE SUITE 200
ANCHORAGE, ALASKA 99501-3571**

hereinafter called the Lessee.

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LEASE No. **XXXX**

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Division of Facilities Services
Leasing Section
550 West 7th Avenue, Suite 200
Anchorage, AK 99501-3571

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The Lessor hereby leases to the State of Alaska the following described premises:

Approximately [REDACTED] usable square feet of office space plus () parking spaces located in the Name of Building at [REDACTED], Alaska, [REDACTED].

Legally described as:

to have and to hold the same, with all appurtenances unto the Lessee for the term of () year beginning on the 1st day of [REDACTED] and ending on the [REDACTED] at and for the rental of \$ [REDACTED] per month payable on the first day of each and every month of said term at the office of the Lessor or in advance at the option of the Lessee. Payment for any partial month's occupancy shall be prorated based on a thirty (30) day month. Beginning on [REDACTED] the monthly rental rate shall be reduced to \$ [REDACTED], plus applicable adjustments specified in this lease.

COVENANTS OF THE LESSEE

1. The Lessee does hereby covenant and agree with the Lessor that it will:
 - a) pay said rent at the times and place and in the manner aforesaid;
 - b) use and occupy said premises in a careful and proper manner;
 - c) not use or occupy said premises for any unlawful purpose;
 - d) be responsible to obtain janitorial, snow removal, refuse collection, electric, gas, sewer, water, and telecommunications services;

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- e) not assign this lease, not underlet said premises, nor any part thereof, without the written consent of the Lessor, provided however such consent shall not be unreasonably withheld;
- f) not use or occupy said premises or permit the same to be used or occupied, for any purpose or business deemed extra-hazardous on account of fire or otherwise;
- g) make no alterations or additions in or to said premises without the written consent of the Lessor, such consent shall not unreasonably be withheld;
- h) leave the premises at the expiration or prior termination of this lease or any renewal or extension thereof, in as good condition as received or in which they might be put by the Lessor, excepting reasonable wear and tear and/or, loss or damage caused by fire, explosions, earthquakes, acts of God, other casualty or as provided for in section 2.b below;
- i) permit the Lessor to enter upon said premises at all reasonable times to examine the conditions of the same;

COVENANTS OF THE LESSOR

2. And the Lessor on its part covenants and agrees with the Lessee that it will:

- a) maintain the demised premises in good repair and tenantable condition during the continuance of this lease or any renewal or extension thereof;

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- b) indemnity: the Lessor shall hold and save the State, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act performed by the Lessor or the Lessor's agents and employees pursuant to this lease; the Lessor shall also assume all insurable risks and bear any loss of injury to property or persons occasioned by neglect or accident during the tenure of this lease, excepting only sole negligence of the Lessee.
- c) provide for any infrastructure to support the following services: heating and cooling, electricity, water, trash removal, and sewage disposal; to include the operations and maintenance for maintenance and repair, such as, but not limited to: telecommunications, septic systems, wells, generators, heating and cooling systems, and ventilation. without additional cost to the Lessee
- d) furnish heating and cooling to all the office space and similar type space uniformly within a 68 degrees Fahrenheit to 72 degrees Fahrenheit temperature range. Heating and cooling in the computer room shall be maintained at a uniform temperature between 64 degrees and 75 degrees Fahrenheit;
- e) maintain and keep the stairway and common or public hallway used for access to the leased premises in a clean and safe condition;

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- f) maintain the premises in keeping with good fire prevention practices. The State reserves the right, at reasonable times, to enter and make fire prevention and fire protection inspections of the building and space occupied. Recommended improvements will be given every consideration by the Lessor;
- g) the Lessor agrees that facilities provided in this lease are tenantable and that they comply with all laws pertaining to tenantability and performance of this provision is insured by the Lessor agreeing to pay the cost of any building alterations which may be needed during the period of the Lessee's occupancy for purposes of correcting any violation of the law cited by a regulatory agency of government not directly a result of the State's occupancy.

If during the term of this lease, or any renewal or extension thereof, the premises or any part thereof should be rendered untenable by public authority, or by fire or 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 Lessor; and if the premises or a substantial part thereof are thereby rendered untenable and so remain for a period of thirty (30) days, the state may, at its option, terminate the lease by written notice to the Lessor.

The State's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy. This thirty-(30) day period shall not be so

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restrictively construed that the Lessee is bound to remain in the leased facility if the State's business cannot be safely executed. If warranted due to unsafe condition, Lessee is free to move elsewhere. If the premises are made tenantable again within this thirty-(30) day period, Lessee will return to the facility for occupancy. Lessee may also choose to recover any excess costs, over the abated lease payments, occasioned by relocation due to unsafe condition.

In the event the Lessor fails to correct any violation or remedy any untenable condition in the time interval prescribed by law, the Lessee shall be free to terminate the lease, or shall have the option by hiring competent workmen, with the Lessor bearing the cost of all materials and labor. Lessor further agrees that alterations performed by the Lessee to correct OSHA violations will not be construed by the Lessor to constitute a breach of the terms of this lease.

In the event that, in the reasonable judgment of the Lessee the lawful enjoyment of the demised premises is threatened by the interruption or severance of utilities and severance provided hereunder by the Lessor, and when such interruption or severance is due to deliberate, or negligent, or tacitly negligent act of the Lessor, the Lessee shall have the right to bind such utilities and services as are threatened, in the name of the Lessee. The Lessee shall be free to deduct from the lease payments the cost of such utilities and services, together with all necessary deposits and the Lessee's actual administrative costs necessary to procure the utilities and services.

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- h) maintain the building free of any mechanical, structural or electrical hazards and in a good state of general repair and maintenance. Lessor agrees that after reasonable notice in writing by the Lessee that these obligations have not been satisfactorily fulfilled, the Lessee can then obtain competent workmen to correct the deficiencies, all of which will be paid for by the Lessor. Bills for such work will be sent directly to the Lessor for payment. Should there be any delay in payment by the Lessor, the Lessee shall pay the bills and deduct the cost from the next month(s) rent payments(s), whichever is determined appropriate by the Lessee.
- i) provide janitorial services per RFP No. _____.
- j) If the leased property is sold during the term of the lease, or an extension thereof, the sale will be made subject to the lease. This also applies to any sale as a result of an encumbrance on the property that existed prior to the execution of this lease.

MUTUAL COVENANTS

3. It is mutually agreed by and between the Lessor and Lessee that:

- a) all terms and conditions of the preceding covenants of both Lessee and Lessor are agreeable and accepted in their entirety, except as herein noted;

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- b) all fixtures and/or equipment of whatsoever nature as shall have been installed in the demised premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by it at the expiration or termination of this lease or renewal and at its own expense repair any injury to the premises resulting from such removal;
- c) if the Lessee shall at any time be default in the payment of rent herein reserved, or in the performance of any of the covenants, terms and conditions, or provision of this lease, and the Lessee shall fail to remedy such default within sixty (60) days after written notice thereof from the Lessor, it shall be lawful for the Lessor to enter upon said premises and again have, repossess, and enjoy the same as if the lease had not been made, and thereupon this lease and everything herein contained on the part of the Lessor to be done and performed shall cease and determine without prejudice however, it shall be the right of the Lessor to recover from the Lessee all rent due up to the time of such entry. In case of any such default and entry by the Lessor, said Lessor may relet said premises for the remainder of said term for the highest rent obtainable, and may recover from the Lessee any deficiency between the amount so obtained and the rent herein reserved;
- d) if the Lessee shall pay the rent as herein provided, and shall keep, observe, and perform all of the covenants of this lease by it to be kept,

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performed, and observed, the Lessee shall and may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;

- e) this lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto;
- f) the State shall have the option to renew this lease for two (2) additional five (5) year periods to be exercised by giving the Lessor written notice prior to the expiration of each term.

ADJUSTMENTS: Adjustments in the lease rate may be made if requested in writing by the Lessor at least thirty (30) days prior to the effective date of the adjustment. Request must be made annually only. Such adjustments may be made annually to reflect the changes in the Lessor's variable costs, and defined as all operational cost other than debt service and profit. Operational costs, for purposes of the lease resulting from this RFP, are equal to twenty percent (20%) of the Base Monthly Lease Rate.

The monthly lease rate may be adjusted effective _____ and each thereafter, and will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index, for All Urban Consumers, All Items, (CPI-U) Anchorage Area, in effect for each **January through June or July through December (1st or 2nd Half).** The percentage difference between the CPI in effect for **the base year six (6) month average, CPI Index (_____)**

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and each CPI 1st Half average thereafter will determine the maximum allowable adjustment of the variable costs over the Base Monthly Lease Rate.

The Base Monthly Lease Rate is \$XX,XXX.

Adjustment to the monthly lease rate will be computed as follows:

$$[(\text{Variable Cost Percentage} \times \text{Base Monthly Lease Rate}) \times \text{Percentage of Change In CPI}] + \text{Base Monthly Lease Rate} \text{ will equal } (=) \text{ the adjusted monthly lease rate.}$$

The formula is expressed as:

$$[(20\% \times \text{Base Monthly Lease Rate}) \times \% \text{ change in CPI}] + \text{Base Monthly Lease Rate} = \text{Adjusted Monthly Lease Rate.}$$

RETROACTIVE adjustments will not be allowed.

- g) this lease is subject to all applicable laws of the State of Alaska or local government;
- h) FISCAL NECESSITY – NON-APPROPRIATION OF FUNDS: The fiscal year for the State of Alaska is a twelve-month period beginning July 1 and ending June 30 of the following calendar year. Lease payments from the State are subject to annual appropriation of funds by the Alaska State Legislature. After the initial fiscal year of the lease, the State has the right to terminate this lease in whole, or in part, if (1) the Alaska State Legislature fails to appropriate funds budgeted for continuation of this

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lease, and/or (2) the Alaska State Legislature fails to appropriate funds to the occupying agency(s) that results in a material alteration or discontinuance, in whole or in part, of the occupying agency(s)' programs. The termination of the lease for fiscal necessity and non-appropriation of funds under this section shall not cause any penalty or liability to be charged to the State, and shall not constitute a breach or an event of default by the State.

- i) all conditions and covenants of the lease shall remain in full force and effect during any extension hereof. Any holding over after the expiration date of this lease or any extension or renewal thereof, shall be construed to be a tenancy from month to month, at the same monthly rental and on the terms and conditions herein specified so far as applicable;
- j) this lease is written as a result of State of Alaska Request for Proposal No. _____, copy attached, which is hereby made a part of this lease and all terms and conditions of said RFP are binding upon the Lessee and Lessor, their agents or assigns;
- k) time is of the essence of this lease.

Other Provisions

4. The following additional provisions, modifications, exceptions, riders, layouts and or forms were, are, agreed upon prior to execution and made a part hereof:

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

Lessor: **NAME**

Lessee: **STATE OF ALASKA**

By: _____

By: _____

Name

Title: _____

Contracting Officer

Date: _____

Date: _____

**ACKNOWLEDGMENT OF LESSOR:
STATE OF ALASKA
CITY OF**

This is to certify that on this _____ day of _____, 20__ before me a Notary Public in and for the State of Alaska duly commissioned and sworn personally appeared _____ to me known and known by me to be the person(s) described in and who executed the instruments set forth above and severally stated to me under oath that (he, she) is _____ and that (he/she) has been authorized by _____ to execute the foregoing lease amendment for and on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of **Same.**

WITNESS my hand and official seal the day and year this certificate first above written.

Notary Public for Alaska
My Commission Expires: _____
Residing at: _____

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ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA
STATE OF ALASKA
CITY OF ANCHORAGE

This is to certify that on this _____ day of _____, 20__ before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared **Contracting Officer** to me known and known by me to be the person described in the executed instruments set forth above as an agent of the Shared Services of Alaska of the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the State of Alaska.

WITNESS my hand and official seal the day and year this certificate first above written.

Notary Public for Alaska
My Commission Expires: End of Office
Residing at: Anchorage, Alaska

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Exhibit C - Construction Practices

Lease XXXX

Exhibit D

Reasonable Construction Practices While Working in Occupied Office Lease Space

Construction that is reasonable during normal business hours

(Monday through Friday 8:00 a.m. to 5:00 p.m.)

- Temporary Barriers
- Metal Stud Framing (studs are cut with hand shears)
- Electrical/Mechanical Work
- Insulation & Sheetrock
- Sheetrock Taping & Painting (Low VOC/odor)
- Door replacement/installation
- Cabinet & countertop installation
- Flooring (low VOC/odor adhesives)
- Demolition & Debris Removal
- Material stocking & delivery
- *Exterior siding cutting and repair (to be safe & efficient, this item should be done during daylight hours)*
- *Exterior wall framing (for window openings)*
- *Window installation*
- Re-lite installation

Construction required after normal business hours

(Saturday & Sunday & State Holiday's Mon. through Friday 5:00 p.m. to 7:30 a.m.)

- Extended and disruptive Floor scraping
- Extended and disruptive subfloor demolition
- Extended and disruptive carpet removal (except 1st floor is acceptable during normal hours due to no occupants below)
- Extended and disruptive floor nailing (standard non-clutch drill may be acceptable to place & tack-down sheeting)
- Extended and disruptive saw use (occasional use may be permitted)
- Extended and disruptive sheetrock installation with extended use of screw guns
(standard non-clutch drills may be allowed during normal business hours)
- Door finishing (lacquer)
- Airduct/Ventilation Cleaning

Initial _____ Initial _____