

REQUEST FOR PROPOSALS PACKAGE



RETURN THIS PROPOSAL TO THE ISSUING OFFICE:

LEGISLATIVE AFFAIRS AGENCY
Procurement and Supply Section

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

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

REQUEST FOR PROPOSALS (RFP) NO. 701

**PROPERTY MANAGEMENT SERVICES FOR GOLD AND SIXTH STREET
APARTMENTS IN JUNEAU, ALASKA**

SEALED PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS OR MUST BE EMAILED TO LAA.PROCUREMENT@AKLEG.GOV BY 11:30 A.M. ALASKA TIME ON MONDAY, NOVEMBER 9, 2026. FAXED PROPOSALS ARE NOT ALLOWED.

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

Under AS 36.30.020, the Alaska Legislative Council adopted procurement procedures that were based on competitive principles consistent with AS 36.30 and adapted to the special needs of the Legislative Branch. Therefore, the Legislative Branch follows its own procurement procedures (Alaska Legislative Procurement Procedures) and is not subject to the procurement procedures of the Executive Branch. Copies of the Alaska Legislative Procurement Procedures are available upon request or at: <https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=161929>

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

JC Kestel, Procurement Manager

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SECTION ONE - NOTICES TO OFFERORS

1.01 PURPOSE OF RFP

The Legislative Affairs Agency (Agency) is soliciting proposals from qualified Contractors to provide professional property management services for three residential apartment buildings located in Juneau, Alaska (Gold and Sixth Street Apartments). The Gold and Sixth Street Apartments consist of two four-unit buildings and one eight-unit building, for a total of 16 two-bedroom apartments, with onsite parking at each property.

A more detailed description of the properties and services to be performed is provided in Section Two (RFP Specifications) of this RFP.

1.02 PROCUREMENT MANAGER

The Procurement Manager for this project is the Agency's Procurement Officer. The Procurement Manager's office is located in Juneau, Alaska. The Procurement Manager's contact information is shown on page one (1) of this RFP.

1.03 PRE-PROPOSAL TELECONFERENCE AND SITE VISITS

All prospective Offerors are encouraged to attend in person or call into the pre-proposal teleconference. This pre-proposal teleconference will be held on Wednesday, October 14, 2026, at 2:00 p.m., Alaska Time. To attend, Offerors shall either attend in person at the Terry Miller Legislative Office Building (TMLOB) in Juneau, Alaska, located at 129 6th Street, 1st floor conference room, Juneau, Alaska, or call one of the following teleconference lines: 907-586-9085 (Juneau), 907-563-9085 (Anchorage), or 1-844-586-9085 (toll free outside of Juneau and Anchorage).

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

Following the teleconference, the Agency will coordinate site visits of the three Gold and Sixth Street Apartment properties for the purpose of planning and preparing the Offeror's Proposal for this RFP. The site visits will be limited to 30 minutes and will be limited to the exterior areas of the facilities because of active renovations. All visitors attending the site visits will be required to follow the renovation contractor's visitor requirements.

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

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

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

1.04 SCHEDULE OF EVENTS

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

RFP Issue Date	October 1, 2026
Pre-proposal Teleconference and Site-visit	October 14, 2026
Deadline for Written Questions	October 30, 2026
Deadline for Receipt of Proposals and Proposals Opened	November 9, 2026
Notice of Intent to Award Contract Issued (NIA)	December 8, 2026
Agency Signs Contract	December 18, 2026
Contract Start Date	January 1, 2027

1.05 RIGHT OF REJECTION

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

The Procurement Manager may waive minor informalities that:

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

1.06 PHOTOCOPIES

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

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

1.07 ALASKA BUSINESS LICENSE AND LEGAL ENTITY

The Offeror must have a current, valid Alaska business license when the proposal is submitted. The Offeror must include the business license number in the cover letter or provide a copy of the business license with the Proposal. The Offeror must include in the cover letter the type of legal (e.g., corporate) entity of the Offeror and the current status of that entity. If the Offeror is a corporation or a limited liability company, the business entity must be in good standing

with the State of Alaska Department of Commerce, Community, and Economic Development at the time of proposal submission. **For more information regarding an Alaska business license or legal entity's status, please contact the Division of Corporations, Business and Professional Licensing in the Department of Commerce, Community, and Economic Development at (907) 465-2550 or visit: <https://www.commerce.alaska.gov/web/cbpl>.** If an Offeror fails to comply with this paragraph, the Agency reserves the right to disregard the proposal.

1.08 U.S. FUNDS

Prices quoted shall be in U.S. funds.

1.09 TAXES

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

1.10 CONTACTS / RFP QUESTIONS / CONTACT PERSON

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

There are generally two types of questions:

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

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

The Procurement Manager is JC Kestel, Legislative Affairs Agency, State Capitol, 120 4th Street, Room 3, Juneau, Alaska. The Procurement Manager's contact information is shown on page one (1) of this RFP.

1.11 REVIEW OF RFP

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

1.12 PROPOSAL SUBMISSION, DELIVERY, AND ACCEPTANCE

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

An Offeror must complete and submit the form in attachment 5.05 (Cost Proposal Form) separately from the Offeror's Technical Proposal.

Only one (1) copy of the form in attachment 5.05 (Cost Proposal Form) should be submitted in a separate sealed envelope or PDF document marked COST PROPOSAL with the RFP number on the outside of the envelope or the COST PROPOSAL shall be emailed in the form of a PDF document labeled COST PROPOSAL with the RFP number in the subject line of the email.

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

Emailed proposals must be submitted as an attachment in PDF format. The PDF document should be named in a format such as "Offeror A – Cost Proposal for RFP 701.pdf" (Offeror A is the name of the Offeror).

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

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

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

1.13 DISCUSSIONS WITH OFFERORS

The Agency may conduct discussions with Offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the proposal and the requirements of the RFP. Discussions will be limited to specific sections of the RFP identified by the Procurement Manager. Discussions, if held, will be after initial evaluation of proposals by the Proposal Evaluation Committee (PEC), and only with Offerors who have submitted a

proposal considered reasonably eligible for award. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Manager may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the Procurement Manager.

1.14 AMERICANS WITH DISABILITIES ACT

The Alaska State Legislature complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a proposal should contact the Procurement Manager before proposals are due, to make any necessary arrangements. The Procurement Manager's contact information is shown on page one (1) of this RFP.

1.15 PREFERENCE FOR ALASKA OFFEROR

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

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

1.16 FUND OBLIGATIONS

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

1.17 CANCELLATION; REJECTION OF ALL PROPOSALS; PREPARATION COSTS

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

1.18 REJECTION OF INDIVIDUAL PROPOSALS

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

1.19 MORE THAN ONE PROPOSAL SUBMISSION

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

1.20 PROCUREMENT PROCEDURES

This RFP is subject to the Alaska Legislative Procurement Procedures. The website link to the Procurement Procedures may be found on page one (1) of this RFP.

1.21 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the Agency and may be returned only at the Agency's option. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award a Contract is issued. Thereafter, proposals will become public information.

1.22 ADDITIONAL TERMS AND CONDITIONS

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

1.23 FORMAT OF CONTRACT

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

1.24 FIRM OFFER

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

1.25 AWARD OF CONTRACT

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

1.26 AWARD CRITERIA

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

1.27 NOTICE OF INTENT TO AWARD

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

1.28 PROTEST

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

1.29 CONTRACT NEGOTIATIONS

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

1.30 FAILURE TO NEGOTIATE

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

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

1.31 PERFORMANCE BOND

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

1.32 CONTRACT AMENDMENTS

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

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

1.33 CONTRACT ASSIGNMENT/TRANSFER

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

1.34 TERMINATION OF CONTRACT

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

1.35 BINDING ON SUCCESSORS

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

1.36 BREACH OF CONTRACT

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

1.37 APPLICABLE LAWS

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

1.38 VENUE AND APPLICABLE LAW

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

1.39 RECORDS; AUDIT

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

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

1.40 OWNERSHIP AND REUSE OF DOCUMENTS

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

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

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

1.42 INDEMNIFICATION

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

1.43 FORCE MAJEURE

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

1.44 INSURANCE

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

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

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

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

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

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

1.45 TIME

Time is of the essence.

1.46 HUMAN TRAFFICKING

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

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

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

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

1.47 COVERAGE UNDER ETHICS LAW

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

SECTION TWO - RFP SPECIFICATIONS

2.01 BACKGROUND INFORMATION AND OBJECTIVES

The Gold and Sixth Street Apartments consist of three residential apartment buildings owned by the Alaska State Legislature and located at 611 Sixth Street, 611 Gold Street, and 700 Gold Street in Juneau, Alaska. The properties include two four-unit buildings and one eight-unit building, for a total of 16 two-bedroom apartments, with onsite parking at each property.

The properties are currently undergoing renovations to repair and modernize the buildings for use as legislative housing. Renovations are anticipated to be substantially completed in January 2027, with initial tenant occupancy expected to begin in conjunction with the regular legislative session.

The Agency has prepared this RFP to solicit proposals from qualified Offerors to provide property management services for the newly renovated Gold and Sixth Street Apartments. The Contract is anticipated to begin before initial occupancy to allow the Successful Offeror to coordinate with the Agency and prepare the properties for tenant occupancy.

Primary occupancy will occur during regular legislative sessions, generally from mid-January through mid-May, and during special sessions, which may occur with little advance notice. Legislative staff may rent apartments only during regular and special sessions. Legislators may also retain apartments for storage or occupancy during the interim in accordance with the Legislative Apartments Policy.

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

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

The following list presents the Agency's principal objectives for the Gold and Sixth Street Apartments:

1. Operating the Gold and Sixth Street Apartments at its highest possible efficiency while maintaining quality service and a high level of safety in and around the Gold and Sixth Street Apartments.
2. Keeping expenses down through the use of competitive selection processes and the use of experienced service personnel and contractors.
3. Maintaining and operating the Gold and Sixth Street Apartments in a manner responsive to all applicable comfort, life, safety, and environmental concerns, and in compliance with all local and state laws, and Agency or legislative policies related to habitation of the Gold and Sixth Street Apartments.

4. Being responsive to the tenants of the Gold and Sixth Street Apartments by resolving any building problems that arise.
5. Protecting the condition and value of the newly renovated properties through regular inspection, preventative maintenance, timely repairs, and appropriate management of tenant occupancy.

2.02 MINIMUM REQUIREMENTS OF OFFEROR

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

1. Licensing: Offerors responding to this request must have a valid real estate broker license issued by the Alaska Real Estate Commission and a valid Alaska business license issued by the State of Alaska. The Successful Offeror must maintain a valid real estate broker license and Alaska business license for the duration of the Contract.
2. Minimum Qualifications of Offeror:
 - a. Offerors must demonstrate at least three (3) years of direct experience in providing similar property management services requested in this RFP to a similar type, size, and complexity of residential property or portfolio of properties. The three (3) years of experience must have occurred within the last five (5) years. If the Offeror is relying on the experience of a particular person to meet this requirement, then that person must be actively in charge as the Property Manager. If that person is replaced, the replacement must meet the same qualifications and be approved by the Agency.
 - b. Offers must have reasonable and working knowledge and understanding of the general principles and responsibilities of property management, including: the laws concerning real estate licensing, contracts, tenant and landlord responsibilities, property protection, and insurance.
 - c. Offers must have access to skilled specialists for repair and maintenance work and have ability to address apartment maintenance in a timely manner and address Gold and Sixth Street Apartments related emergencies on a 24-hour a day basis.
 - d. Offerors must maintain sufficient staff and a local presence in Juneau to provide the Agency with the services listed in this RFP for the duration of the Contract resulting from this RFP.

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

2.03 SCOPE OF SERVICES

The Successful Offeror and the Agency will share responsibilities for operating and maintaining the Gold and Sixth Street Apartments. The Agency will work closely with the Successful

Offeror and provide direction regarding leasing, tenant assignments, building operations, maintenance, and implementation of the Legislative Apartments Policy.

The Successful Offeror will provide professional property management services directly and through approved subcontractors. Services will include, but are not limited to:

- assisting the Agency with implementation of the Legislative Apartments Policy and related procedures;
- conducting a biennial market analysis in even-numbered years of Juneau-area rental and storage rates and providing the results to the Agency;
- assisting the Agency with establishing rental, security deposit, and interim storage rates;
- administering the apartment application and assignment process using prioritized applicant lists provided by the Agency;
- contacting applicants and coordinating apartment selections and assignments in accordance with Agency policy;
- showing apartments to prospective tenants as necessary;
- preparing and administering leases and maintaining lease and tenant records;
- administering regular-session, special-session, and interim occupancy in accordance with Agency policy;
- administering interim apartment storage arrangements for legislators;
- collecting and accounting for rent, security deposits, fees, and other amounts as required under the lease and Agency policy;
- providing financial management and accounting services, including collecting revenues, paying authorized property expenses, maintaining the Building Operating Account, and providing required financial reports and records;
- performing move-in, move-out, and other apartment and property inspections;
- maintaining inventories of Agency-owned furnishings and other property;
- maintaining records of keys, access devices, parking permits, and other accountable property issued to tenants;
- receiving, responding to, and managing tenant maintenance requests;
- providing or arranging preventative maintenance and repairs;
- receiving, responding to, and managing property-related emergency requests on a 24-hour basis;
- arranging and overseeing apartment cleaning for common areas in each building, between tenants, and other cleaning as requested by the Agency;
- providing snow and ice control and removal for the properties;
- performing interior and exterior window cleaning;
- performing interior and exterior light bulb replacement and minor maintenance as provided in this RFP;
- monitoring the condition of the properties and promptly reporting conditions requiring repair, warranty work, or Agency attention;
- ensuring the properties are managed in compliance with applicable housing and property laws and regulations;
- providing accounting, recordkeeping, and reporting services as required by this RFP; and
- performing other related property management services upon request.

Initial Occupancy and Transition. Before initial tenant occupancy, the Successful Offeror shall coordinate with the Agency to prepare the properties for occupancy, including participating in initial property and apartment inspections; documenting apartment condition and inventories; establishing key, access, parking, lease, tenant, and maintenance records; coordinating required service contractors; preparing lease and tenant materials; and assisting with initial apartment assignments and tenant move-ins. The Successful Offeror shall promptly report apparent construction defects, incomplete work, warranty issues, or other conditions requiring Agency attention.

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

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

2.04 GENERAL TERMS AND CONDITIONS

1. Completeness of Proposal: A proposal must be complete as to all terms and conditions of this RFP on the date submitted and should be submitted with the understanding that it may form a material part of any subsequent contract.
2. Terms and Conditions of Ensuing Contract.
 - a. Term: The Contract resulting from this RFP will not take effect until signed by the Executive Director or her designee. The length of the initial Contract will be from January 1, 2027, through November 30, 2028, with five (5), two (2) year renewal options at the Agency's sole discretion.

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

- b. Price Adjustment of Monthly Fee: The monthly fee for property management services described in this RFP shall remain firm for the first two years of the Contract. The Successful Offeror may request a three percent (3%) increase adjustment to the monthly fee during any renewal period to reflect changes in the Successful Offeror's variable costs only if a written request from the Successful Offeror is received by the Agency's Project Director at least sixty (60), but no more than one hundred and twenty (120), days in advance of any renewal period allowed by the Contract. The Adjustment is not guaranteed and must be approved by the Project Director.
 - c. Invoices: The Successful Offeror shall verify monthly invoices for accuracy before submission to Project Director for payment. The Successful Offeror will submit

invoices within thirty (30) days of completion of the services. Payment will be made after acceptance of the services rendered as described by the received invoice.

3. Project Director: The Project Director is the Executive Director for the Agency or her designee. If the Agency changes the Project Director, the Agency will notify the Successful Offeror.
4. Contractor's Representatives: To facilitate contract administration by the Project Director and authorized Agency representatives, and provide a contact for tenant and emergency maintenance request, the Successful Offeror shall provide the following:
 - a. At least two (2) individuals who will represent the Successful Offeror in every aspect pertaining to the services required by this RFP. At least one (1) of the individuals required under this paragraph must be the Successful Offeror's Property Manager. The individuals described under this paragraph must be identified by the Offeror and available within 24 hours of entering into a Contract resulting from this RFP. The representatives, their location, and their availability must be satisfactory to the Agency.
 - b. At least one (1) of the Successful Offeror's Representatives shall be available Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. Alaska Time year-round including all state and federal holidays during Legislative sessions for the purpose of receiving calls and emails from the Agency throughout the Contract term. The appropriate phone numbers and email addresses shall be supplied to the Agency upon execution of the resulting Contract.
 - c. Upon execution of the Contract, the Successful Offeror will have fourteen (14) calendar days to establish and provide a 24-hours a day, 7 days a week, local contact telephone number for tenant and emergency maintenance requests. The Successful Offeror must provide this local telephone number to the Agency and all tenants of the Gold and Sixth Street Apartments upon execution of the tenants' lease. The local telephone number must be answered by an employee of the Successful Offeror 24-hours a day, 7 days a week, including on any state or federal holidays.
5. Property Manager: To manage the Gold and Sixth Street Apartments and facilitate leasing of apartments to tenants, the Property Manager must routinely perform the following:
 - a. Establish a level of service that meets or exceeds the standards set by the Agency.
 - b. Meet and show available apartment options while explaining lease requirements and Gold and Sixth Street Apartments policies to interested tenants.
 - c. The Successful Offeror shall administer apartment applications and assignments in accordance with the Legislative Apartments Policy and prioritized applicant lists provided by the Agency. The Successful Offeror shall contact applicants and coordinate apartment selection and assignment in the order directed by the Agency. Applicants will have 24 hours from the time of contact to select an available apartment and confirm acceptance. If an applicant does not respond within 24 hours,

property management may proceed to the next applicant. The Successful Offeror shall administer apartment assignments for special sessions in accordance with the Legislative Apartments Policy and timelines established by the Agency based on the amount of advance notice available. The Successful Offeror shall administer interim storage and interim occupancy arrangements for legislators in accordance with the Legislative Apartments Policy, including applicable rental or storage charges and special-session credits.

- d. Work with tenants and the Agency to process all required contracts and documentation to lease apartments to approved tenants.
- e. Administer tenant leases in accordance with lease requirements, Legislative Apartment policies, general legislative policies and procedures, and federal, state, or local regulations.
- f. The Successful Offeror shall enforce lease terms and the Legislative Apartments Policy and shall promptly notify the Agency of significant or repeated violations. Eviction proceedings or other legal action against a tenant may not be initiated without prior Agency authorization.
- g. Accept and act on all tenant comments, requests, or complaints by providing direct follow-up and assistance to the tenant, in coordination with the Agency as needed. Document and keep a record of communications with tenants on issues and complaints, and the related resolutions.
- h. Regularly schedule communication during the term of the Contract, at least twice weekly during Legislative sessions and twice monthly during interim, with the Project Director to anticipate and eliminate potential problems with the Gold and Sixth Street Apartments or tenants.
- i. Regularly provide Gold and Sixth Street Apartments operation updates to the Agency, at least twice monthly during Legislative sessions and once monthly during interim.
- j. Regularly communicate with the Agency about systems, equipment, service agreements, and overall facilities maintenance, including, but not limited to, reporting any major deficiencies to the Agency immediately.
- k. Conduct apartment inventory of Agency-owned items and furnishings (such as furnishings, appliances, keys, access devices, parking permits, and other Agency-owned accountable property) between each tenant. Conduct an inventory of the entire Gold and Sixth Street Apartments annually.
- l. Manage and oversee any improvements or modifications made to apartments. Ensure all Subcontractors have the necessary licensing and insurance coverage.
- m. Supervise all employees of the Successful Offeror and any Subcontracted workers of the Successful Offeror while onsite at the Gold and Sixth Street Apartments.

- n. Perform and record an annual inspection of the entire Gold and Sixth Street Apartments (interior and exterior) according to the Agency's standards and any applicable federal, state, or local regulations. The Successful Offeror shall promptly notify the Agency of any conditions identified during inspections that may constitute construction defects, warranty issues, incomplete renovation work, or other conditions requiring Agency attention.
 - o. Advise the Project Director on any issues that arise from tenants of the Gold and Sixth Street Apartments or invited guests.
 - p. Review all invoices for accuracy and ensure that invoices are properly authorized and paid or submitted to the Agency, as applicable, in accordance with this RFP.
 - q. Perform other related duties as directed by the Agency.
6. Changes of Successful Offeror's Personnel: Any change of the Successful Offeror's Representatives or Subcontractors named in the proposal must be approved, in advance and in writing, by the Agency. Personnel changes that are not approved by the Agency may be grounds for the Agency to terminate the Contract by providing notice to the Successful Offeror.
7. Subcontractors: Subcontractors will not be permitted to provide the property management service functions under the Contract resulting from this RFP. All key personnel must meet the minimum experience requirements of this Contract. The Successful Offeror is permitted to use subcontractors in addition to its own employees to perform the non-management services under the Contract, such as cleaning, snow removal, maintenance, repair, and other service contracts, subject to the Agency's approval.
8. Session and Interim Time Commitment Expectations of the Successful Offeror: The Successful Offeror shall work with the Agency to prepare for regular session occupancy in accordance with the application and assignment schedule established by the Agency. During regular legislative sessions and special sessions, the Successful Offeror should expect regular communication with tenants and the Agency and shall staff accordingly to accommodate increased tenant requests and services. During interim months, occupancy is expected to be limited primarily to legislators who retain apartments for storage or interim occupancy in accordance with the Legislative Apartments Policy. Most inspections, maintenance, and repairs should be scheduled during interim months when reasonably practicable.
9. Agency's Responsibilities and Costs: The Successful Offeror will not be responsible for the cost of the items in this paragraph; however, the Successful Offeror will be required to assist with the assessment, providing or gathering of information, and administration of the following building services:
- a. The installation, maintenance, repair, and replacement of structural components, core components, roofs, and building systems of the Gold and Sixth Street Apartments, including, but not limited to, HVAC/boilers, plumbing, and electrical systems.

- b. Providing and maintaining connections to city water and sewer, electric service, and other public utility services. Apartment tenants are responsible for all costs associated with internet, telephone, or television services for their apartment.
 - c. Parking lot repairs and striping.
 - d. Any work required to maintain compliance with ADA or other applicable accessibility requirements, including accessible parking areas.
 - e. Extraordinary maintenance, including replacement of worn flooring, painting of interior walls, replacement of damaged casework, and similar work, as reasonably required.
 - f. Plumbing fixture repair/replacement.
 - g. Boiler inspection/maintenance/repair/replacement.
 - h. Fire suppression system inspection/maintenance/replacement, if applicable.
 - i. The payment of any/all pending or levied assessments.
 - j. Other services or maintenance as may be agreed by the parties.
10. Other Agency Cost and Expenses: Subject to the limitations described in this RFP and the resulting Contract, including the specific limitation that funding for all fees and services is dependent on an act by the state legislature to appropriate funds, the Agency shall be responsible to make funds available to pay the following costs and expenses, if such costs and expenses are incurred consistent with the terms, procedures, and conditions in this RFP or the resulting Contract:
- a. The Gold and Sixth Street Apartments Property Management Fee;
 - b. All utility costs at the Gold and Sixth Street Apartments, including the direct costs to provide heat, water, sewer, electricity, and trash collection;
 - c. The direct costs related to the Gold and Sixth Street Apartments to provide the services described in this RFP.
11. Successful Offeror's Cost and Expenses: The Successful Offeror shall bear all costs and expenses incurred in rendering the following: overall supervision of the Gold and Sixth Street Apartments; general management and supervision of the Gold and Sixth Street Apartments; direct services provided by the Successful Offeror and/or its employees; scope development and management services for routine repairs, replacements, and maintenance projects; leasing, tenant communication, and lease administration; accounting, bookkeeping, and record-keeping related to the Gold and Sixth Street Apartments; inspections; and other services to be rendered by Successful Offeror in connection with the operations of the Gold and Sixth Street Apartments. No costs or expenses shall be charged

to the Agency for the work described in this paragraph. Without limiting the generality of the foregoing, the Agency shall not be responsible for the following costs and expenses:

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

The Successful Offeror shall maintain the Gold and Sixth Street Apartments and associated grounds at a high level of cleanliness, safety, and proper state of repair and ensure the high standard of aesthetic established by the Legislature is sustained. The Successful Offeror shall evaluate and control all factors relating to liability, life and safety, and environmental issues at the Gold and Sixth Street Apartments.

The Successful Offeror shall provide for operation and maintenance services as specified below in a. – 1. of this paragraph 2.04 (12) (Building Operations, Maintenance, and Engineering) of this RFP for the Gold and Sixth Street Apartments. It is anticipated, but not required, that all or most of these services will be provided using contracts obtained through competitive solicitation requirements by the Agency. All contracts and subcontracts must be approved by the Agency before the contract(s) are signed by the Successful Offeror. Subject to approval by the Agency, the Successful Offeror may also use its own employees to provide all or some of the services for which the Offeror is responsible.

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

- a. Building Engineering: The Successful Offeror is not required to provide this service. The Agency will provide this service.

- b. Fire and Life Safety Systems: The Successful Offeror is not required to provide inspection, maintenance, or repair of fire and life safety systems. The Agency will provide these services, if applicable.
 - c. Security: The Successful Offeror is not required to provide security personnel or security services. The Successful Offeror shall promptly report security concerns to the Agency and is responsible for management of tenant keys and access devices as provided elsewhere in this RFP.
 - d. Parking Lot Maintenance: The Successful Offeror is not responsible for major repair, resurfacing, or striping of parking lots. The Agency will provide these services.
 - e. Apartment Cleaning: The Successful Offeror shall provide or arrange for cleaning of apartments between tenants and at other times as directed by the Agency.
 - f. Snow and Ice Control: All snow and ice control services, including supplies, equipment, labor, and supervision, shall be provided by the Successful Offeror or its subcontractors. Service areas include parking lots, walkways, sidewalks, stairs, entrances, and other areas directly associated with the Gold and Sixth Street Apartments. The Agency may direct the Successful Offeror to provide snow and ice control in other areas on or immediately adjacent to the properties.
 - g. Window Cleaning: The Successful Offeror shall provide or arrange for routine interior and exterior window cleaning of the Gold and Sixth Street Apartments. Interior apartment windows shall be cleaned between tenants and at other times as reasonably necessary. Exterior windows shall be cleaned on a commercially reasonable schedule approved by the Agency.
 - h. Landscaping and Grounds Maintenance: The Successful Offeror shall provide or arrange for landscaping and grounds maintenance for the Gold and Sixth Street Apartments, including routine lawn and landscape maintenance, vegetation management, and general upkeep of the grounds, as seasonally appropriate.
 - i. Light Fixture Repair and Replacement: The Successful Offeror shall be responsible for the repair or replacement of interior and exterior light fixtures upon request from tenants or the Agency.
 - j. Light Bulb Replacement: The Successful Offeror shall be responsible for the replacement of interior and exterior light bulbs upon request from tenants or the Agency.
 - k. Carpet and Floor Cleaning: The Successful Offeror shall be responsible for carpet and floor cleaning of apartments between tenants.
13. Annual Budget: The Successful Offeror shall prepare a draft annual operating and capital budget for the Gold and Sixth Street Apartments by May 1 of each year for review and approval by the Project Director. A final budget must be in place by July 1, the beginning of the State fiscal year. The budget must include a month-by-month estimate of projected

revenues, operating expenses, and net operating cash for the subsequent State fiscal year. The proposed capital budget must identify anticipated capital improvement needs, projected costs, and the anticipated schedule for those improvements. The Successful Offeror shall identify anticipated major repairs, replacements, capital improvements, or other significant expenditures sufficiently in advance to allow the Agency to plan and budget for those costs. Supporting information should include a description of the proposed work, estimated cost, anticipated timing, and available supporting documentation.

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

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

The Successful Offeror shall not, under any circumstances, write a check payable to or in favor of the Successful Offeror out of the Building Operating Account. The Successful Offeror may make payments from the Building Operating Account to approved contractors, subcontractors, vendors, and service providers for authorized costs and expenses incurred in connection with the Gold and Sixth Street Apartments. In addition to authorized Agency authorities, only those Successful Offeror personnel specifically authorized by the Successful Offeror and approved by the Agency shall have authority to write checks from the Building Operating Account. The Successful Offeror shall not issue a check for more than Five Thousand Dollars (\$5,000.00) without the prior written authorization of the Agency.

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

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

- a. All costs necessary for the operation and maintenance of the Gold and Sixth Street Apartments, so long as such costs are authorized under this RFP and are within the limits approved by the Agency; and
- b. All costs necessary to respond to emergencies as described in paragraph 2.04(21) (Emergency Response).

The Successful Offeror is not obligated to advance funds on behalf of the Agency or pay any amounts except from funds available in the Building Operating Account.

The Successful Offeror shall not pay its property management fee or any other fees owed to the Successful Offeror from the Building Operating Account. The Successful Offeror

shall submit invoices for property management fees to the Agency, and the Agency will pay approved invoices separately.

16. Final Accounting: In addition to the accounting required under paragraph 2.04(18) (Financial Management and Accounting) and paragraph 2.04(19) (Management Reporting), the Successful Offeror shall deliver a final accounting for the Gold and Sixth Street Apartments to the Agency within thirty (30) days after termination of the Contract, whether or not for cause. The final accounting shall set forth all current expenses and all other expenses contracted for on the Agency's behalf but not yet incurred in connection with the Gold and Sixth Street Apartments, together with such other information as may be reasonably requested by the Agency. Any unspent funds in the Building Operating Account shall be returned to the Agency within ten (10) business days.
17. Certification: Successful Offeror shall certify that each financial statement is true, correct, and complete in all respects.
18. Financial Management and Accounting: The Successful Offeror shall fully account for and report all Gold and Sixth Street Apartments-related revenues and expenses. All rent and other revenues received by the Successful Offeror shall be deposited and accounted for in accordance with Agency-approved procedures. The Agency will be responsible for direct payment of utility costs and Agency-administered service agreements or contracts, unless otherwise directed by the Agency. Strict accountability will be required for all receipts and disbursements related to the Gold and Sixth Street Apartments. All accounting shall be done in accordance with generally accepted accounting principles. All annual accounting for the obligation of funds will be based on the State's fiscal year (July–June) and will be adjusted as necessary to comply with the State's accounting practices and procedures. On or before the 10th day of each month, the Successful Offeror shall provide to the Agency a monthly financial report, in a format approved by the Agency, reflecting the status of each individual revenue and expenditure account allowed under this RFP and the resulting Contract, providing both monthly and cumulative totals, and identifying any amount necessary to replenish the Building Operating Account. All accounting data shall be the property of the Agency and shall be delivered in an electronic format approved by the Agency.

The monthly financial report shall include the following:

- Statement of Operations – Actuals;
- Variance Report;
- A/R Aged Delinquent and Prepaid Balances;
- Received Ledger Report;
- A/P Check Register;
- Security Deposit Ledger Report;
- Detail Summary – Rent Roll;
- Trial Balance – Monthly Activity;
- Trial Balance – YTD Activity;
- Bank Statements;
- Expense Logs; and
- Monthly Deposit Logs.

19. Management Reporting: In addition to the required monthly financial reports, the Successful Offeror shall provide biannual management reports to the Agency, in a format approved by the Agency, due June 30 and December 31 of each year. Each report must include, but is not limited to, the following:
- a. An executive summary;
 - b. A brief narrative report on building maintenance and repair activity, including preventative maintenance, inspections, and inspection results;
 - c. A summary of leases and tenant occupancy;
 - d. Recommendations to improve operations, maintenance, or tenant services, or to address general property management issues;
 - e. Any changes in the status of subcontracts or service agreements;
 - f. Anticipated major repairs, replacements, capital improvements, or other significant expenditures, including a description of the anticipated work, estimated cost, anticipated timing, and available supporting documentation; and
 - g. Any other exceptional or pertinent information.
20. Meetings: The Successful Offeror shall meet with or otherwise coordinate with service contractors as reasonably necessary to oversee performance of contracted services and ensure compliance with applicable contract requirements. The Successful Offeror shall attend meetings as reasonably requested by the Agency.
21. Emergency Response: The Successful Offeror shall provide a local telephone number for 24-hour emergency use and shall respond immediately to property-related emergency calls concerning the Gold and Sixth Street Apartments. The Successful Offeror shall notify and coordinate with the Agency as appropriate, 24 hours a day, seven days a week. In the event of an emergency involving an immediate threat to persons or property, or requiring immediate action to prevent significant property damage or interruption of essential building services, the Successful Offeror shall take such action as is reasonable and prudent under the circumstances. The Successful Offeror shall promptly notify the Agency of the emergency and any actions taken. The Successful Offeror will be reimbursed for reasonably necessary expenses incurred in responding to an emergency, even if the expenses were not included in an approved budget, provided the Successful Offeror notifies the Agency within forty-eight (48) hours and provides an explanation of the emergency, actions taken, and expenses incurred. Reimbursement for expenses for which notice is provided more than forty-eight (48) hours after the emergency is at the discretion of the Agency.
22. Administrative Services: The Successful Offeror shall keep, or cause to be kept at its office, documents relating to the performance of its duties, including general correspondence, accounting and control records, required reports, and any additional information and records reasonably required by the Agency. The Successful Offeror shall ensure that all contractors, subcontractors, and vendors engaged by the Successful Offeror to perform work at the Gold and Sixth Street Apartments maintain insurance as required by the Agency. The State of Alaska, Legislative Affairs Agency shall be identified as the certificate holder on required Certificates of Insurance. The Successful Offeror shall maintain current Certificates of Insurance and ensure that required coverage remains in effect while work is being performed. The Successful Offeror shall comply with, and

ensure compliance by its subcontractors with, all applicable federal, state, and local laws, regulations, rules, and ordinances, and applicable State and Legislative policies in performing services at the Gold and Sixth Street Apartments.

23. Nondisclosure and Confidentiality of Successful Offeror: The Successful Offeror agrees that all information provided by the Agency shall be used only for purposes of providing and performing the services specified in this RFP and the resulting Contract and the Successful Offeror shall not disseminate or allow dissemination of confidential information except as provided for in this paragraph. The Successful Offeror shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" includes, but is not limited to, compliance by the Successful Offeror with all applicable federal and State law, including the Social Security Act and HIPAA. The Successful Offeror must promptly notify the Agency in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

The following information shall not be considered confidential information: information previously known to be public information when received; information freely available to the public; information which now is or hereafter becomes publicly known by other than a

breach of confidentiality hereof; or information which is disclosed pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the public.

2.05 LOCATIONS OF SERVICES

The locations in Juneau that the services are to be performed, completed, and managed, at is:

1. 611 6th Street (four (4) two-bedroom units)
2. 611 Gold Street (four (4) two-bedroom units)
3. 700 Gold Street (eight (8) two-bedroom units)

SECTION THREE - PROPOSAL FORMAT AND CONTENT

3.01 GENERAL INSTRUCTIONS

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

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

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

3.02 TECHNICAL PROPOSAL FORMAT

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

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

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

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

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

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

- 1) A description of the resources you will be committing to this project and an organizational chart listing key personnel and their duties.
- 2) An explanation of how you intend to implement, manage, and address the needs of the Gold and Sixth Street Apartments, including how responsibilities will be assigned among key personnel.
- 3) Details about managing the services to be provided and any ideas you may have for either reducing costs or increasing service levels without impacting costs, based on experience with other facilities.
- 4) An explanation of the methods you intend to use to secure and manage qualified subcontractors; discuss any assessments you can make regarding the use of those methods.
- 5) Suggestions you may have for performing tasks more efficiently or other terms or conditions you suggest in the Contract resulting from this RFP; the Agency is under no obligation to accept Contract suggestions from the Successful Offeror.
- 6) A discussion of any concerns you have about any of the proposed terms and conditions in this RFP.
- 7) A description of how you would approach the initial transition and preparation of the Gold and Sixth Street Apartments for tenant occupancy, including coordination with the Agency, establishment of property and tenant records, initial inspections and inventories, service contractor coordination, and initial leasing and tenant move-in.

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

3.03 COST PROPOSAL REQUIREMENTS

Offerors must provide a fixed monthly property management fee for session-rate months and a fixed monthly property management fee for interim-rate months for each of years one (1) and two (2) of the initial Contract term. The Successful Offeror will be paid the applicable fixed monthly fee for all property management services required under this RFP.

For purposes of this Contract, session-rate months are December through May, and interim-rate months are June through November. If a special legislative session occurs during an interim-rate month, the session monthly rate will apply for that month regardless of the number of days the Legislature is in special session.

The property management fee must include all costs associated with managing and supervising the leasing, operation, and maintenance of the Gold and Sixth Street Apartments, including subcontractor procurement and administration, preparation and administration of the annual budget, financial management and accounting services, management reporting, emergency response management, and other property management services required under this RFP.

Direct property expenses, including costs for approved contractors, subcontractors, vendors, maintenance, repairs, cleaning, snow and ice control, grounds maintenance, window cleaning, supplies, and other authorized property expenses, will be paid or reimbursed at cost and must not be included in the property management fee. The Successful Offeror may not charge additional administrative, coordination, project-management, or markup fees for routine maintenance, repairs, or other services required under this RFP unless specifically authorized by the Agency.

Only one (1) copy of the COST PROPOSAL FORM in Attachment 5.05 (Cost Proposal Form) should be submitted in a separate sealed envelope marked COST PROPOSAL with the RFP number on the outside of the envelope, or in a PDF document marked COST PROPOSAL with the RFP number in the subject line of the email in which the proposal is submitted.

This is a fixed-price Contract. The Gold and Sixth Street Apartments Property Management Fee must include all charges that can reasonably be anticipated in providing the property management services required by this RFP, including all labor, travel, lodging, per diem, administrative costs, and other costs of the Successful Offeror associated with providing those services.

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

Price adjustments for renewal periods are governed by paragraph 2.04(3) (Price Adjustments).

SECTION FOUR - EVALUATION CRITERIA

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

4.01 UNDERSTANDING OF THE SERVICES

(10 PERCENT – 100 POINTS)

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

4.02 EXPERIENCE AND QUALIFICATIONS

(20 PERCENT – 200 POINTS)

Questions regarding the personnel:

1. Did the Offeror identify the individuals that will be involved with the project and provide all of the information requested about those individuals in the RFP?
2. Do the individuals assigned to lead or manage the Gold and Sixth Street Apartments have experience managing similar residential properties or providing similar property management services?
3. Are the individuals qualified, and do they have the experience necessary for the work or services that the Offeror proposes they perform?

Questions regarding the Offeror:

4. How well has the Offeror demonstrated experience in providing services similar to the services required by this RFP?
5. Has the Offeror provided at least three reference letters from previous or current clients, and what do the references indicate about the Offeror's performance providing similar services?
6. Does the proposal demonstrate the level of expertise and experience needed to manage the Gold and Sixth Street Apartments?

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

1. Has the Offeror clearly described its plan for implementing and managing the services required for the Gold and Sixth Street Apartments?
2. Does the Offeror provide for adequate personnel, resources, and availability to meet the requirements of the Agency and the RFP?
3. Has the Offeror clearly identified how responsibilities will be assigned among key personnel, including who will serve as the Agency's primary point of contact?
4. Has the Offeror demonstrated an effective approach to managing leasing and tenant services, building operations and maintenance, financial management and accounting, emergency response, and subcontracted services?
5. Has the Offeror provided a reasonable and effective plan for the initial transition and preparation of the Gold and Sixth Street Apartments for tenant occupancy?
6. Does the Offeror demonstrate an effective approach to obtaining, managing, and overseeing qualified subcontractors and controlling property operating costs?
7. Has the Offeror identified reasonable opportunities to improve efficiency or service levels without adversely affecting service quality?
8. Are the proposed methods practical, complete, and responsive to the requirements of this RFP?

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

Converting Cost to Points: The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the formula listed below. If the legislative procurement procedures are applicable, all Alaskan Offerors will receive a five (5) percent bidder's preference. This preference will be given before converting the cost to points. The Agency's Procurement Manager will be calculating this section of the evaluation criteria after the PEC and Procurement Manager record scores for the PEC's evaluations of all Technical Proposals that are received.

Formula for Converting Cost to Points

$$([PRICE\ OF\ LOWEST\ COST\ PROPOSAL] \times [MAXIMUM\ POINTS\ FOR\ COST]) \text{ DIVIDED BY } (COST\ OF\ EACH\ HIGHER\ PRICED\ PROPOSAL)$$

SECTION FIVE – ATTACHMENTS

5.01 SAMPLE EVALUATION FORM

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

Person or Firm Name: _____

Name of Proposal Evaluation Committee Member: _____

Date of Review: _____

RFP Number: _____

A. Understanding of The Services – 10%

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

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

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

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

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

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

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

Evaluator's Point Total for Section A

B. Experience and Qualifications – 20 percent

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

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

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

Questions regarding the personnel:

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

2. Do the individuals assigned to lead or manage the Gold and Sixth Street Apartments have experience managing similar residential properties or providing similar property management services?

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

Questions regarding the Offeror:

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

5. Has the Offeror provided at least three reference letters from previous or current clients, and what do the references indicate about the Offeror's performance providing similar services?

6. Does the proposal demonstrate the level of expertise and experience needed to manage the Gold and Sixth Street Apartments?

Evaluator's Point Total for Section B

C. Implementation of the Services and Methods – 30 Percent

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

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

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

1. Has the Offeror clearly described its plan for implementing and managing the services required for the Gold and Sixth Street Apartments?

2. Does the Offeror propose adequate personnel, resources, and availability to meet the requirements of the Agency and this RFP?

3. Has the Offeror clearly identified how responsibilities will be assigned among key personnel, including who will serve as the Agency's primary point of contact?

4. Did the Offeror demonstrated an effective approach to managing leasing and tenant services, building operations and maintenance, financial management and accounting, emergency response, and subcontracted services?

5. Has the Offeror provided a reasonable and effective plan for the initial transition and preparation of the Gold and Sixth Street Apartments for tenant occupancy?

6. Does the Offeror demonstrate an effective approach to obtaining, managing, and overseeing qualified subcontractors and controlling property operating costs?

7. Has the Offeror identified reasonable opportunities to improve efficiency or service levels without adversely affecting service quality?

-
8. Are the proposed methods practical, complete, and responsive to the requirements of this RFP?
-
-

Evaluator's Point Total for Section C

D. Contract Cost – 40 Percent

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

Converting Cost to Points: The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the formula listed below. All Alaskan Offerors will receive a five (5) percent bidder's preference. This preference will be given before converting the cost to points. The Agency's Procurement Manager will be calculating this section of the evaluation criteria at the PEC score recording meeting.

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

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

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

Point Total for Section D _____

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

5.02 GOLD AND SIXTH STREET APARTMENTS FLOOR PLANS

Attachment 5.02 (Gold and Sixth Street Apartments Floor Plans) are the apartment buildings floor plans. The attachment will be provided to Potential Offerors as a separate attachment to the RFP when a Potential Offeror registers with the Procurement Manager for this RFP.

5.03 GOLD AND SIXTH STREET APARTMENTS EXAMPLE POLICIES

Attachment 5.03 (Gold and Sixth Street Apartments Policies) are examples of the apartment buildings policies that will be in effect. The attachment will be provided to Potential Offerors as a separate attachment to the RFP when a Potential Offeror registers with the Procurement Manager for this RFP.

5.04 GOLD AND SIXTH STREET APARTMENTS EXAMPLE LEASE DOCUMENTS

Attachment 5.04 (Gold and Sixth Street Apartments Example Lease Documents) are examples of the lease documents that will be used for the apartments. The attachment will be provided to Potential Offerors as a separate attachment to the RFP when a Potential Offeror registers with the Procurement Manager for this RFP.

5.05 COST PROPOSAL FORM

RFP Number: 701

RFP Title and Description: Property Management Services in Juneau, Alaska

OFFEROR

Company Name: _____

Address: _____

City, State, Zip Code: _____

Telephone No.: _____ Email address: _____

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

COST PROPOSAL

The Offeror hereby provides the prices listed below in accordance with the RFP. The prices provided will establish the applicable monthly property management fees and will be used to calculate the Total Proposed Contract Price for evaluation purposes. The prices provided must be all-inclusive and include all costs of the Offeror associated with providing the property management services required by this RFP, including administration, travel, per diem, personnel, permits, licenses, office space, and all necessary labor. Direct property expenses identified in the RFP are not included in the property management fee. For purposes of this Contract, session-rate months are December through May, and interim-rate months are June through November. If a special legislative session occurs during an interim-rate month, the session monthly rate will apply for that month regardless of the number of days the Legislature is in special session. For proposal evaluation purposes, the Total Proposed Contract Price will be calculated using five (5) session-rate months and six (6) interim-rate months for the first year and six (6) session-rate months and six (6) interim-rate months for the second year of the initial Contract term. Any additional session-rate months resulting from a special legislative session will not be included in the Total Proposed Contract Price used for evaluation.

1. Occupancy Monthly Services Fee for first year of the initial Contract term (January 1, 2027 – May 31, 2027):

\$ _____ per month times (x) 5 months equals (=) \$ _____ +

2. Interim Monthly Services Fee for first year of the initial Contract term (June 1, 2027 – November 30, 2027):

\$ _____ per month times (x) 6 months equals (=) \$ _____ +

3. Occupancy Monthly Services Fee for second year of the initial Contract term (Dec. 1, 2027 – May 31, 2028):

\$ _____ per month times (x) 6 months equals (=) \$ _____ +

4. Interim Monthly Services Fee for second year of the initial Contract term (June 1, 2028 – November 30, 2028):

\$ _____ per month times (x) 6 months equals (=) \$ _____ =

5. Total of Proposed Contract Prices: \$ _____

(Line 1 Total + Line 2 Total + Line 3 Total + Line 4 Total = Line 5 Total)

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

NAME OF OFFEROR: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____ **DATE:** _____

5.06 PERFORMANCE BOND

STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY

PERFORMANCE BOND

For

Bond No. _____

Project Name and Number: _____

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

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

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

KNOW ALL WHO SHALL SEE THESE PRESENTS:

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

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

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

See Instructions on Page 2 of Bond

PERFORMANCE BOND (continued)

INSTRUCTIONS

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

5.07 PROPOSAL CHECKLIST

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

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

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



TO INCLUDE:

- ☐ The Cost Proposal Form (Attachment 5.05 (Cost Proposal Form))
- ☐ A copy signed by the Offeror of each amendment issued by the Agency
- ☐ Alaska Business License and Entity information included within Technical Proposal Cover Letter
- ☐ Alaska Real Estate License information included within Technical Proposal Cover Letter
- ☐ Documentation indicating the experience and qualifications of the Offeror and Staff assigned to provide services for the Contract included with Technical Proposal
- ☐ Three Letters of Reference for Offeror included with Technical Proposal
- ☐ Submission of Technical and Cost Proposals in separately sealed envelopes or PDF attachments