



STATE OF ALASKA
Department of Administration
Division of General Services
550 West 7th Avenue, Suite 1970
Anchorage, Alaska 99501

Request For Proposals
RFP 2014-0222-2285
Date of Issue: November 21, 2013

Title and Purpose of RFP:

**CENTRAL REGION BUILDING PROPERTY
MANAGEMENT**

Offerors Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Michael J. Szewc
Contracting Officer
Division of General Services

TABLE OF CONTENTS

SECTION ONE INTRODUCTION AND INSTRUCTIONS.....4

1.01 RETURN MAILING ADDRESS, CONTACT PERSON, TELEPHONE, FAX NUMBERS AND DEADLINE FOR RECEIPT OF PROPOSALS4

1.02 CONTRACT TERM AND WORK SCHEDULE4

1.03 PURPOSE OF THE RFP5

1.04 BUDGET.....5

1.05 LOCATION OF WORK.....5

1.06 HUMAN TRAFFICKING.....6

1.07 ASSISTANCE TO OFFERORS WITH A DISABILITY6

1.08 REQUIRED REVIEW6

1.09 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS7

1.10 AMENDMENTS7

1.11 ALTERNATE PROPOSALS7

1.12 RIGHT OF REJECTION7

1.13 STATE NOT RESPONSIBLE FOR PREPARATION COSTS8

1.14 DISCLOSURE OF PROPOSAL CONTENTS8

1.15 SUB CONTRACTORS8

1.16 JOINT VENTURES8

1.17 OFFEROR'S CERTIFICATION.....8

1.18 CONFLICT OF INTEREST.....9

1.19 RIGHT TO INSPECT PLACE OF BUSINESS9

1.20 SOLICITATION ADVERTISING.....9

1.21 NEWS RELEASES9

1.22 ASSIGNMENT.....9

1.23 DISPUTES10

1.24 SEVERABILITY10

1.25 FEDERAL REQUIREMENTS10

2. SECTION TWO STANDARD PROPOSAL INFORMATION10

2.01 AUTHORIZED SIGNATURE10

2.02 PRE-PROPOSAL CONFERENCE.....10

2.03 SITE INSPECTION10

2.04 AMENDMENTS TO PROPOSALS.....10

2.05 SUPPLEMENTAL TERMS AND CONDITIONS.....11

2.06 CLARIFICATION OF OFFERS.....11

2.07 DISCUSSIONS WITH OFFERORS.....11

2.08 MINIMUM COMPANY & STAFF PRIOR EXPERIENCE.....11

2.09 EVALUATION OF PROPOSALS14

2.10 VENDOR TAX ID.....14

2.11 F.O.B. POINT.....14

2.12 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....14

2.13 APPLICATION OF PREFERENCES15

2.14 5 PERCENT ALASKA BIDDER PREFERENCE15

2.15 5 PERCENT ALASKA VETERAN PREFERENCE16

2.16 FORMULA USED TO CONVERT COST TO POINTS16

2.17 ALASKA OFFEROR PREFERENCE18

2.18 CONTRACT NEGOTIATION.....19

2.19 FAILURE TO NEGOTIATE19

2.20 NOTICE OF INTENT TO AWARD (NIA) — OFFEROR NOTIFICATION OF SELECTION.....19

2.21 PROTEST.....19

3. SECTION THREE STANDARD CONTRACT INFORMATION20

3.01 CONTRACT TYPE.....20

3.02 CONTRACT APPROVAL.....20

3.03	STANDARD CONTRACT PROVISIONS	20
3.04	PROPOSAL AS A PART OF THE CONTRACT.....	21
3.05	ADDITIONAL TERMS AND CONDITIONS	21
3.06	INSURANCE AND INDEMNITY.....	21
3.07	BID BOND - PERFORMANCE BOND - SURETY DEPOSIT	22
3.08	CONTRACT FUNDING	22
3.09	PROPOSED PAYMENT PROCEDURES	23
3.10	CONTRACT PAYMENT	23
3.11	INFORMAL DEBRIEFING.....	23
3.12	CONTRACT PERSONNEL	23
3.13	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	23
3.14	TERMINATION FOR DEFAULT.....	23
3.15	LIQUIDATED DAMAGES.....	24
3.16	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS.....	24
3.17	CONTRACT INVALIDATION	24
3.18	NONDISCLOSURE AND CONFIDENTIALITY	24
4.	SECTION FOUR BACKGROUND INFORMATION.....	25
4.01	BACKGROUND INFORMATION.....	25
5.	SECTION FIVE SCOPE OF WORK	28
5.01	SCOPE OF WORK.....	28
5.02	DELIVERABLES.....	39
6.	SECTION SIX PROPOSAL FORMAT AND CONTENT.....	43
6.01	PROPOSAL FORMAT AND CONTENT	43
6.02	INTRODUCTION.....	43
6.03	UNDERSTANDING OF OBJECTIVES, SERVICES, AND METHODS	43
6.04	MANAGEMENT COMPANY.....	43
6.05	PROPOSED PROJECT STAFF	43
6.06	WORKLOAD, RESOURCES, AND BUSINESS HISTORY	43
6.07	FIRM CAPABILITIES	43
6.08	COST PROPOSAL	44
6.09	EVALUATION CRITERIA.....	44
7.	SECTION SEVEN EVALUATION CRITERIA AND GENERAL CONTRACTOR SELECTION.....	45
8.	SECTION EIGHT EXHIBITS.....	45
8.01	EXHIBITS	45

SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Administration
Division of General Services
Attention: Michael J. Szewc
Request for Proposal (RFP) Number: 2014-0222-2285
Project Name: Central Region Building Property Management
550 West 7th Avenue, Suite 1970
Anchorage, AK 99501

Faxed or e-mail proposals will not be accepted.

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

CONTRACTING OFFICER MICHAEL SZEWC – PHONE 907-355-0773 - FAX 907-269-0308 - TDD 907-375-7782

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

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately December 16, 2013 through June 30, 2017 with (3) additional periods of three years each at the State's sole discretion.

Unless otherwise provided in this RFP, the State and the successful Offeror/General Contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue RFP **November 21, 2013**
- Deadline for Receipt of Proposals **2:00 p.m., Alaska Time, December 4, 2013,**
- State of Alaska issues Notice of Intent to Award a Contract **December 6, 2013,**
- State of Alaska issues contract **December 17, 2013,**
- Contract start **December 17, 2013,**
- First General Contractor work period **December 17, 2013 through June 30, 2017 with three three-year renewal options at the State's sole discretion.**

1.03 Purpose of the RFP

The Department of Administration, Division of General Services (DGS), is soliciting proposals to secure property management services for the Central Region to include at a minimum, daily administrative, management and service provision responsibilities for janitorial services; general building security; fire and life safety services; general building engineering and maintenance; preventative maintenance; certain tenant improvements, renovations and alterations; tenant reactive requests; common space management; energy management; parking; recycling program; emergency response; and grounds keeping and landscaping and snow removal. A more detailed Scope of Work is included later in this document.

1.04 Budget

N/A

1.05 Location of Work

The locations the work is to be performed, completed and managed **are:**

- Robert B. Atwood Building, 550 West 7th Avenue, Anchorage, AK 99501
- Linny Pacillo Parking Garage (LPPG), 517 West 7th Avenue, Anchorage, AK 99501
- Palmer State Office Building (POSB), 515 E. Dahlia Street, Palmer, AK 99645
- Geologic Materials Center (GMC), 3651 Penland Pkwy, Anchorage, AK 99508

In the event the State should purchase or construct new facilities in the Central Region, such facilities, if any, may be negotiated and added to this contract via amendment. The General Contractor does not have an exclusive right to manage any additional facilities under this contract and the State may choose to have others manage any new facilities.

The State **will** provide workspace for the General Contractor at the Atwood Building and PSOB as indicated in the Scope of Work later in this document. Workspace at the other locations will not be provided.

By signature on their proposal, the Offeror certifies that all services provided under this contract by the General Contractor and all Sub Contractors shall be performed in the United States.

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

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

Failure to comply with this requirement or to obtain a waiver may cause the State to reject the proposal as non-responsive, or cancel the contract.

1.06 Human Trafficking

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.State.gov/g/tip/>

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

1.07 Assistance to Offerors with a Disability

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

1.08 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time set for opening.

1.09 Questions Received Prior to Opening of Proposals

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

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

1.10 Amendments

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

1.11 Alternate Proposals

Offerors may only submit one proposal for evaluation.

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

1.12 Right of Rejection

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

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

Minor informalities that:

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

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

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

1.13 State Not Responsible for Preparation Costs

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

1.14 Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief Statement that sets out the reasons for confidentiality.

1.15 Sub Contractors

Sub Contractors will not be permitted to provide the management functions under this contract including on-site management and key personnel required to meet the minimum experience requirements of this contract. The General Contractor is permitted to use Sub Contractors in addition to its own employees to perform the non-management services under this contract such as janitorial, tenant improvements, maintenance and other service contracts – subject to State approval.

1.16 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the Offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

1.17 Offeror's Certification

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

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;

- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any Offeror fails to comply with [a] through [h] of this paragraph, the State reserves the right to disregard the proposal, terminate the contract, or consider the General Contractor in default.

1.18 Conflict of Interest

Each proposal shall include a Statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Administration reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.19 Right to Inspect Place of Business

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

1.20 Solicitation Advertising

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

1.21 News Releases

News releases related to this RFP will not be made without prior approval of the Contracting Officer.

1.22 Assignment

Per 2 AAC 12.480, the General Contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

1.23 Disputes

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

1.24 Severability

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

1.25 Federal Requirements

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

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Pre-proposal Conference

N/A

2.03 Site Inspection

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

2.04 Amendments to Proposals

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

2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.12 **Right of Rejection**. However, if the State fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminishes the State's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06 Clarification of Offers

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

2.07 Discussions with Offerors

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

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

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

2.08 Minimum Company & Staff Prior Experience

In order for offers to be considered responsive, Offerors must meet these **minimum prior experience** requirements.

The Company, the on-site Building Manager and Assistance Building Manager and the Property Accountant must meet the following minimum experience and qualifications. The submitted RFP response must show proof of meeting all required minimum experiences.

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

Company: Provides contract compliance, overall responsibility.

- a. Must have provided commercial third party property management services for a minimum of three commercial office buildings of at least 50,000 rsf each since June of 2010.
- b. Must have a fully integrated web-based, enterprise management software system to provide reactive and preventive maintenance work orders, real estate portfolio inventory and real estate accounting.

Anchorage On-Site Building Manager: Provides primary single point of contact, directly engaged in the contract performance. Experience must be since June 2008.

- a. Property Manager- must have at least three years of commercial office on site property management services for at least one commercial office building of at least 150,000 rsf.
- b. High-rise office building experience preferred.
- c. Available to respond and react to building related issues 24 hours a day 7 days per week.
- d. Real Estate License – compliance with AS 08.88 and regulations 12 AAC 64 specifically govern the practice of the real estate industry. AS 08.01 - 08.03 and regulations 12 AAC 02 apply to all professions regulated by the division.
- e. Construction Management - must have five years of construction management experience with a minimum of five projects of at least \$200,000 each to include: administrative, bid solicitations, contract administration, budgeting, perform project meetings, site inspection, etc.
- f. Maintenance & Operations – experience with complex operating budgets and procedures, management of multiple service contracts, life / safety building procedures.
- g. Lease Services – experience with multi-tenant office buildings
- h. Building Site & Staffing Requirement:
 - 1. Robert B. Atwood Building - on site staffing required.
 - 2. Linny Pacillo Parking Garage – staffing shared with Atwood.
 - 3. Geologic Materials Center - staffing shared with Atwood.

Anchorage On-Site Assistant Building Manager: Provides secondary point of contact, directly engaged in contract performance. Experience must be since June 2008.

- a. Must have at least one year of commercial property management services since June 2008 for at least one commercial office building of at least 50,000 rsf.
- b. Experience is desirable with administrative support for the following areas: general administrative and reporting functions, bid solicitation, construction management, contract management, lease administration, tenant services, life /safety procedures.

c. Building Site & Staffing Requirement:

1. Robert B. Atwood Building - on site staffing required.
2. Linny Pacillo Parking Garage – staffing shared with Atwood.
3. Geologic Materials Center - staffing shared with Atwood.

Anchorage On- Site Building Administrative Assistant: Provides front desk duties to include handling of the facility call center through phone and emails. Perform basic office responsibilities and administrative support.

- a. Must have at least five years experience with front desk duties and customer service skills.
- b. Knowledge and familiarity of commercial building management processes and procedures preferred.
- c. Building Site & Staffing Requirement:

1. Robert B. Atwood Building - on site staffing required.
2. Linny Pacillo Parking Garage – staffing shared with Atwood.
3. Geologic Materials Center - staffing shared with Atwood.

Palmer On-Site Building Manager: Provides primary single point of contact, directly engaged in contract performance. Experience must be since June 2008

- a. Property Manager- Must have at least three years of commercial office on site property management services for at least one commercial office building of at least 50,000 rsf.
- b. Available to respond and react to building related issues 24/7.
- c. Real Estate License – Compliance with AS 08.88 and regulations 12 AAC 64 specifically govern the practice of the real estate industry. AS 08.01 - 08.03 and regulations 12 AAC 02 apply to all professions regulated by the division.
- d. Construction Management - must have five years of construction management experience with minimum of five projects of at least \$200,000 each to include: administrative, bid solicitations, contract administration, budgeting, perform project meetings, site inspection, etc.
- e. Maintenance & Operations – experience with complex operating budgets and procedures, management of multiple service contracts, life / safety building procedures.
- f. Lease Services – experience with multi-tenant office buildings
- g. Building Site & Staffing Requirement:
 1. Palmer State Office Building – On Site staffing required.

Property Accountant: Provides accounting duties for all facilities.

- a. Must have a minimum of three years of experience since June 2008 with the standard preparation of financial documents for commercial real estate purposes.

- b. General Contractor must have a licensed Certified Public Accountant (CPA) on staff who will actively oversee the financial process of this Contract.

2.09 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three State employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section Seven of this RFP.

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

2.10 Vendor Tax ID

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

2.11 F.O.B. Point

N/A

2.12 Alaska Business License and Other Required Licenses

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

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- (e) a sworn and notarized affidavit that the Offeror has applied and paid for the Alaska business license.

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

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

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

2.13 Application of Preferences

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

<http://doa.alaska.gov/dgs/policy.html>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.321(b)

Alaskans with Disabilities Preference - AS 36.30.321(d)

Alaska Veteran's Preference - AS 36.30.321(f)

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

2.14 5 Percent Alaska Bidder Preference

AS 36.30.321(a), AS 36.30.990[25], & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an Offeror who:

- (1) holds a current Alaska business license prior to the deadline for receipt of proposals;

- (2) submits a proposal for goods or services under the name appearing on the Offeror's current Alaska business license;
- (3) has maintained a place of business within the State staffed by the Offeror, or an employee of the Offeror, for a period of six months immediately preceding the date of the proposal;
- (4) is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the State, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the State; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Affidavit

In order 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 LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a Statement certifying that all members or partners are residents of the State.

If the Offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a Statement certifying that all of those members or partners are residents of the State.

2.15 5 Percent Alaska Veteran Preference AS 36.30.321(f)

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an Offeror who qualifies under AS 36.30.990[25] as an Alaska bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Affidavit

In order to receive the Alaska Veteran Preference, the proposal must include a Statement certifying that the Offeror is eligible to receive the Alaska Veteran Preference.

2.16 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See Section Seven to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$$\begin{array}{r} \$40,000 \text{ x } 40 = 1,600,000 \div \$42,750 = 37.4 \\ \text{Lowest Cost} \quad \text{Max Points} \quad \quad \quad \text{Offeror \#2} \quad \text{Points} \\ \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \text{Adjusted By} \\ \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \text{The Application Of} \\ \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \text{All Applicable} \\ \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \text{Preferences} \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{rclclcl}
 \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\
 \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\
 \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\
 & & & & & & \text{The Application Of} & & \\
 & & & & & & \text{All Applicable} & & \\
 & & & & & & \text{Preferences} & &
 \end{array}$$

**2.17 Alaska Offeror Preference
 AS 36.30.321 & 2 AAC 12.260**

2 AAC 12.260(e) provides Alaska Offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990[25], are eligible for the preference. Alaska Offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan Offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{rclclcl}
 100 & \times & 10\% & = & 10 \\
 \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\
 \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\
 & & & & \text{Under the Preference}
 \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three Offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

- Offeror #1 - 89 points
- Offeror #2 - 80 points
- Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

- Offeror #1 - **89 points**
- Offeror #2 - **90 points**
- Offeror #3 - **98 points**

Offeror #3 is awarded the contract.

2.18 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the Offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked Offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the conference room on the 19th floor of the Atwood Building located at 550 West 7th Avenue, Anchorage, Alaska.

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

2.19 Failure to Negotiate

If the selected Offeror

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

the State may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

2.20 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all Offerors. The NIA will set out the names of all Offerors and identify the proposal selected for award.

2.21 Protest

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

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

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

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

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

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

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

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

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

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

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

The successful Offeror shall be required to sign the attached Property Management Agreement. Offerors are advised to carefully and thoroughly review the attached Property Management Agreement.

3.02 Contract Approval

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

3.03 Standard Contract Provisions

The General Contractor will be required to sign and submit the attached Property Management Agreement. The General Contractor must comply with the contract provisions set out in the Property Management Agreement, so Offerors are advised to thoroughly review it. No alteration of these provisions will be permitted without prior written approval by the state. Objections to any of the provisions in the Property Management Agreement must be set out in writing to the state prior to the proposal deadline.

3.04 Proposal as a Part of the Contract

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

3.05 Additional Terms and Conditions

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

3.06 Insurance And Indemnity

Indemnity: General Contractor agrees to assume responsibility, risk, and liability from General Contractor's maintenance, operation, and day-to-day control of the Building subject to and during the Term of this Agreement. General Contractor shall defend, indemnify, and Hold Harmless Owner (which for the purpose of this Article 8 is defined to include the State of Alaska, the Alaska Housing Finance Corporation (AHFC) and their Trustee), Owner's successors and assigns, agents and employees from and against any and all suits, claims, actions, penalties, and damages (including reasonable attorney fees and litigation costs) on account of personal injuries, death, nuisance, or property damage arising directly or indirectly from General Contractor's performance of duties and services under this Agreement; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is Owner's negligence.

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

Commercial General Liability Insurance must be carried with a combined single limit of not less than \$5 (five) million per occurrence/annual aggregate. The insurance shall protect against claims which may arise out of or from General Contractor's operations at the Building, including its obligation to Owner under the indemnity clause in this Agreement. Such insurance shall be endorsed to add Owner as additional insured. Such insurance shall be considered to be primary to any other insurance carried by Owner through self-insurance of otherwise and shall contain a "cross liability" or "severability of interest" clause or endorsement. Such insurance shall not exclude coverage for damage to real and personal

property of others in General Contractor's care, custody or control. General Contractor shall be obligated to pay all applicable deductibles.

Workers' Compensation Insurance must be carried for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045. The policy must waive subrogation against Owner.

Commercial Automobile Liability Insurance must be carried covering all vehicles used by General Contractor in the performance of services under this Agreement, with minimum coverage limits of \$1 (one) million combined single limit per occurrence.

A Fidelity Bond must be obtained covering all employees of General Contractor in the amount of \$1 (one) million.

General Contractor shall require that all indemnity clauses it obtains from all General Contractors and Sub Contractors hired to perform services at the Building be extended to include Owner as an additional named indemnitee. General Contractor shall further require that Owner be named as an additional insured on all liability insurance policies required to be maintained by all General Contractors and Sub Contractors, and that a waiver of subrogation in favor of Owner be obtained for all other policies.

In managing lease and sublease agreements with all private Tenants (including all private lessees and subleases) at the Building, General Contractor shall endeavor to obtain an indemnity clause to include Owner as a named indemnitee. General Contractor shall further require that Owner be named as an additional insured on all liability insurance policies maintained by all private Tenants (including all private lessees and subleases), and a waiver of subrogation in favor of Owner be obtained for all other policies

3.07 Bid Bond - Performance Bond - Surety Deposit

General Contractor, at General Contractor's sole cost and expense, shall maintain at all times during the Term a performance bond covering duties and services of General Contractor in an amount of \$25,000 (Twenty-Five Thousand Dollars) and a form acceptable to Owner. Any changes in this bond must be approved in writing by Contract Manager. General Contractor hereby collaterally assigns to Owner all proceeds of the bond as they relate to the Building and agrees to execute such further collateral assignments and notices thereof as may be required by Owner. This bond shall insure General Contractor's faithful performance of its obligations under this Agreement. General Contractor shall provide Contract Manager with a certificate or other satisfactory documentation of the existence and terms of this bond upon execution of this Agreement.

3.08 Contract Funding

The fiscal year for the State of Alaska is a twelve-month period beginning July 1 and ending June 30 of the following calendar year. Lease payments from the State are subject to annual appropriation of funds by the Alaska State Legislature. After the initial fiscal year of the lease, the State has the right to terminate this lease in whole, or in part, if (1) the Alaska State Legislature fails to appropriate funds budgeted for continuation of this lease, and/or (2) the Alaska State Legislature fails to appropriate funds to the occupying agency(s) that results in a material alteration or discontinuance, in whole or in part, of the occupying agency(s)' programs. The termination of the lease for fiscal necessity and non-

appropriation of funds under this section shall not cause any penalty or liability to be charged to the State, and shall not constitute a breach or an event of default by the State.

3.09 Proposed Payment Procedures

The Building Management Fee shall be paid in monthly installments as outlined in the Price Offer and memorialized in the Contract. Construction Management Fees shall be paid as outlined in the Scope of Work.

3.10 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Administration or the Commissioner's designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract.

The State is not responsible for and will not pay local, State, or federal taxes. All costs associated with the contract must be Stated in U.S. currency.

3.11 Informal Debriefing

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

3.12 Contract Personnel

Any change of the project team members or subGeneral Contractors named in the proposal must be approved, in advance and in writing, by the Project Director. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

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

3.14 Termination for Default

If the Project Manager determines that the General Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the General Contractor, terminate the General Contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's termination rights under the contract provisions of Appendix A, attached.

3.15 Liquidated Damages

N/A

3.16 Contract Changes - Unanticipated Amendments

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

The General Contractor will not commence additional work until the Project Manager has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Administration or the Commissioner's designee.

3.17 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.18 Nondisclosure and Confidentiality

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the State or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the State to the General Contractor or a General Contractor agent or otherwise made available to the General Contractor or a General

Contractor agent in connection with this contract, or acquired, obtained or learned by the General Contractor or a General Contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

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

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

Robert B. Atwood Building

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

The Building was constructed in 1982 and has been well maintained. The total gross building areas of floors 1-19 is 313,257 square feet. Mechanical areas total 18,980 square feet. The basement parking garage and plaza totals 41,951 square feet. The total gross building area is 374,188 square feet. The total useable area is 251,786 square feet. Exhibit B provides more detailed salient facts, location, condition and improvement description pertaining to this building.

The building is primarily occupied by the State of Alaska, Executive Branch Departments and one private tenant. Exhibit C is a current stacking plan for the Building.

The Building Manager will be responsible for the administration and coordination of all required daily maintenance, operations and possible future capital improvement projects.

Linny Pacillo Parking Garage

The building is approximately 369,000 rsf, ten floors, and 830 parking stalls, with office/retail space on the first floor. Exhibit D is a current stacking plan for the Building.

The Building Manager will be responsible for the administration and coordination of all required daily maintenance, operations and possible future capital improvement projects.

The garage will be for State use during normal business hours. During non-business hours the garage will be available to the public for a fee.

The Building Manager will be responsible for collection of after-hours parking fees, management, control, monitoring of users, ticketing of parking violators, confirmation users are adhering to Atwood parking policy.

The Garage has controlled access gates and ticket booths. The General Contractor will be required to staff the parking garage during normal business hours.

The on-site building management staff may be shared with the Atwood Building.

Palmer State Office Building

The building is 72,558 s.f. building, including a basement. The building was remodeled from a medical building to an office building in 2010. The building is occupied exclusively by the State of Alaska, Executive & Judicial Branches. There are two building conference rooms, a lobby with public sitting area, and a coffee shop operated by a General Contractor hired by the Department of Labor and Workforce Development, Vocational Rehabilitation Division. Exhibit E is a current stacking plan for the Building.

A full-time on site Building Manager is required. The Manager will be responsible for the administration and coordination of all required daily maintenance, operations and future possible capital improvement projects.

The building provides access to the Courthouse and it is the responsibility of the Building Manager to supervise and ensure adequate staffing of the security station between the hours of 8am to 5pm Monday through Friday except on State holidays.

Geologic Materials Center

The State of Alaska recently purchased the 100,908 sf one level warehouse from Wal-Mart for the future home of its geological collection. Renovations are expected to start in January with an opening in late summer. The building was constructed in 1984 and sits on a lot size of 354,738 s.f. It is equipped with six dock high loading doors and five grade level doors (site of old tire shop).

The facility will not require a full time on site building manager or maintenance staff. It is expected the facility will require minimal service contracts and basic routine preventative and reactive maintenance work orders.

The offsite building management staff may be shared with the Atwood Building.

State Fiscal Year FY 14 Maintenance & Operation Budget Summary

Item	Atwood	PSOB	LPPG	GMC
Utility	706,010	207,010	167,960	290,550
Security	262,000	90,000	275,000	25,000
Building Engineering (Maintenance)	382,426	137,190	69,789	0
Janitorial	367,834	64,048	40,000	50,000
Contractual	2,230,526	636,989	650,471	520,410
Commodities	185,700	33,700	23,200	84,300
Total FY 14 Budget	2,416,226	670,689	673,671	604,710

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

Objectives

The Department of Administration, Division of General Services (DGS) desires to engage the services of an entity (Offeror) to operate and maintain the Atwood Building, the Linny Pacillo Parking Garage (LPPG), the Geologic Materials Center (GMC), and the Palmer State Office Building (PSOB) – hereinafter referred to collectively as the Building - and provide property management services as described within this RFP. DGS is legally empowered to contract services on behalf of the State and anticipates entering into a property management agreement with the successful Offeror.

Property Management services shall be for the purpose of maintaining value in the Building consistent with the Owner's objectives through the efficient balance of tenant and owner relations, financial budgeting, expense control, risk management, leasing services, service contract management and all other operational aspects of the property in compliance with the highest professional standards.

The Offeror shall draft its proposal to meet the State's objectives for the Building. It is the intent of the State to operate the Building effectively and efficiently. Effectiveness includes the safety of the tenants, the security of the building, and an environment that encourages work productivity. Efficiency is defined as the lowest practical cost of managing a fully operational building and is designed to provide a safe, secure, professional work environment.

The following list presents the State's principal objectives for the Building:

1. Operation of the Building at its highest possible efficiency while maintaining quality service and performance levels.
2. Maximum use of financial resources by strict control of operating and capital expenses.
3. Provision of services that are responsive to the needs of all tenants and users of the Building.
4. Maintenance and operation of the Building in a manner responsive to and in compliance with all applicable life/safety, environmental and crisis management requirements or issues.
5. Design and use of thoughtful, creative and focused strategies to encourage a personal and community sense of caring and cooperation in relation to the Building and its operational policies. This covers elements such as communications, training, and user relations.
6. Development of policies and procedures that will cover duties of property management personnel as well as directions regarding control, management and reporting of various emergency and maintenance events (such as a no-heat occurrence or a bomb threat occurrence).

Specific Scope of Work

The following discussion describes the specific scope of work to be performed by the General Contractor. Offerors need to review all elements of this RFP to comprehend fully the proposed scope of work and the expected relationship between the parties.

Building Operations:

The General Contractor shall provide for the following specific operation and maintenance services for the Building. It is anticipated, but not required, that all or most of these services will be provided using subcontracts. Subject to approval by DGS, the General Contractor may also provide all or some of these services using its own employees. The General Contractor shall provide supervision and contract administration for all personnel and Sub Contractors engaged in providing routine or periodic operation and maintenance services for the Building. The costs of the services provided by the General Contractor and its Sub Contractors shall be paid for by DGS using processes as outlined in Section 3.01 of this RFP and this Scope of Work.

General Contractor is required to formally solicit competitive bids or proposals from qualified General Contractors for provision of Building Services, such as snow removal, janitorial, security, and all other services required for the operation of the building. Solicitations shall be in writing and in a format that is suitable in the commercial property management industry.

General Contractor is required to provide DGS a draft of each solicitation and a list of potential Offerors. Potential Offerors chosen by the General Contractor to bid on services should be reviewed and references checked to verify they are capable and qualified prior to solicitation. The solicitation should at a minimum include: scopes of work, terms, insurance requirements, length of service, special license requirements, bonding requirements, right of rejection, and the evaluation process. If needed General Contractor will hold an on-site Pre-Proposal Meeting for potential Bidders.

Upon receipt of competitive, qualified bids, the General Contractor shall submit to DGS, a written schedule identifying the bids received, costs and recommendations of award. It is understood bids will be awarded to the lowest bidder unless General Contractor has provided provision in the RFP to provide a basis of award on other factors other than cost, i.e., experience.

It will be the responsibility of the General Contractor to procure and administer service contracts as required and / or requested by the DGS for the Building. General Contractor will be required to accept assignment of all existing Building service contracts until current terms and/or options to extend have expired. A list of existing service contracts is provided below.

The list of building related service contracts provided below is for your reference purposes only and are subject to change at the request of the State.

Building Engineering: (Building Maintenance)

- Atwood, LPPG & PSOB

The General Contractor shall manage on a day to day basis, the Building Engineering General Contractor, currently Siemens's Building Technology, who under contract with the building management company is responsible to provide operation and maintenance of all building systems.

The Building Engineering General Contractor provides services for both preventative maintenance and reactive tenant work orders. Additional specific routine duties include sidewalk snow removal, locks, keys, product inventory and parking lot enforcement. The General Contractor shall work with Building Engineering General Contractor in preparation of the monthly management report, annual business plan, and year-end forecast of expenditures.

The General Contractor shall provide an automated reactive work order system and provide printed work orders to the Building Engineering General Contractor or other appropriate party. The General Contractor shall maintain a log of types and quantity of service calls by month and provides a copy in an approved format to the Owner monthly.

- GMC

The General Contractor shall provide maintenance services as determined by the occupants and the Project Manager and preventative maintenance for the facilities simplistic systems.

Building Security:

- Atwood & LPPG

The security General Contractor, currently Securitas Security Services USA, Inc., provides uniformed guard security services for the buildings, Monday through Sunday, 24 hours a day. The Security General Contractor duties include monitoring and logging of occupants in the building (after-hours only), responding to alarms or other emergency situations, management of building keys (after-hours only), inspection of building systems, notification and coordination with the General Contractor, the Building Engineering General Contractor or other appropriate parties, of related issues and concerns which require action.

- PSOB & GMC

The security General Contractor, Guardian Security provides mobile patrols drive-by and exterior checks of doors and windows.

Building Janitorial:

Note: Paper products and inventory control are procured by the Building Property Manager using the State's contract.

- Atwood & LPPG

The janitorial General Contractor, currently, Q-1 Corporation, provides all janitorial cleaning services for the Building (excluding GMC). The majority of the cleaning staff's work is performed Sunday – Thursday, 6:00 PM – 2:00 am. A Day Porter has specified duties currently part-time for the Atwood Building. The janitorial duties include cleaning of all suite interiors, cleaning of common areas, trash removal, floor cleaning, etc.

- PSOB

The janitorial General Contractor, currently, Universal Floors provides all janitorial cleaning services for the Building. The cleaning staff's work is performed Sunday – Thursday, 6:00 PM – 2:00 am. . The janitorial duties include cleaning of all suite interiors, cleaning of common areas, trash removal, floor cleaning, etc.

Building Fire Panel Inspection, Maintenance & Repair:

Providing regular inspections and maintenance of the buildings fire panel & related systems.

- Atwood & LPPG - ATS Alaska
- PSOB – Yukon Fire Protection

Building Fire Panel Monitoring:

Providing monitoring and reaction to alarm notification to the building manager and appropriate other parties.

- Atwood & LPPG - ATS Alaska
- PSOB – Siemens

Building Fire Sprinkler Inspection, Maintenance & Repair:

Providing regular inspections and maintenance of the buildings fire sprinkler systems.

- Atwood & LPPG – Chinook
- PSOB – Yukon Fire Protection

UPS Preventative Maintenance & Remote Monitoring:

Providing monitoring and maintenance to UPS system in building data telecommunications room.

- PSOB – Alcan Electric

Building Elevators Servicing:

Currently, the Elevator General Contractor provides a full service contract. The General Contractor is responsible for contacting the Elevator General Contractor in the event of required “non-routine” repairs and coordinates all entrapments in an efficient and expeditious manner.

- Atwood & LPPG – Thyssen Elevator
- PSOB – Otis Elevator

Building Snow and Ice Control:

The Service General Contractor performing these services, shall provide all snow plowing, removal of snow from parking lots and sanding services for the Building, to include all parking lots, shipping and receiving area and plaza and sidewalks if applicable.

- Atwood & PSOB– AK Snow Removal
- GMC – Ron Webb Paving, Inc.

Building Window Cleaning:

The Service General Contractor currently provides routine interior and exterior window cleaning.

- Atwood & LPPG – NANA Management Services
- PSOB – Universal Floor Care

Building Garage Sweeping:

The Service General Contractor is responsible for routine sweeping and cleaning of the garage and parking lots.

- Atwood, LPPG, PSOB – AK Snow Removal

Building Exterior Landscaping

The Service General Contractor for Exterior Landscaping, provide exterior landscaping including spring clean up, flower planting, weeding, watering, fertilizing and mowing.

- Atwood & LPPG – Black Sands Corporation
- PSOB – Outdoor Décor

Interior Landscaping

The Service General Contractor is responsible for the complete care of all live and silk plants located in the common areas (main lobby and elevator lobbies) and specific suites.

- Atwood – Green Connection

Interior Music System

The system is located in the elevators and elevator lobbies and provides background music. Building Engineering provides sound adjustments as needed.

- Atwood – Sound Tech, LLC

Building Data Telecommunications A/C Maintenance:

The Service General Contractor for this service provides preventative and reactive maintenance to the buildings supplemental cooling units located in the data telecommunicates rooms.

- Atwood – Superior Mechanical

Building Backflow Prevention Annual Inspection:

- Atwood & LPPG – Chinook
- PSOB – Yukon Fire Protection Services

Building Fire Extinguisher Inspection:

- Atwood & LPPG – Chinook
- PSOB – Yukon Fire Protection Services

Building Recycling Program:

- Atwood & LPPG – Anchorage Refuse
- PSOB – Ready Recycles

Building Automated Garage Entrance Control Systems:

- LPPG – Entrance Controls Company

Annual Business Plan:

The General Contractor shall prepare a draft annual business plan for each facility by May 1st of each year for review and approval by DGS. A final annual business plan must be in place by July 1st. The proposed Business Plan must include the proposed annual operating and capital expenditure budgets for the subsequent State fiscal year relating to the Building. The State fiscal year runs from July 1 to June 30. Plan and budget formats must be in a form approved by DGS.

The annual operating budget must depict the General Contractor's month by month estimate of projected revenues and expenses for the Building and net operating cash for the Building. The proposed annual capital budget must describe proposed needs for capital improvements, their projected costs, and the anticipated schedule of additional capital needs.

Included in each budget shall be the following sections (see DGS for sample format):

a. Property Profile

1. Total USF
2. Total occupied State USF
3. Total occupied Private USF
4. Percentage of occupancy by State & Private
5. Lease Expirations: USF & Percentages in next (5 years)

b. Leasing Plan

1. Current Market Overview
2. Current Comparables with rates, sf. and terms.
3. Project Leasing Activity
 - i. Renewals: suite #, tenant name, date of expiration/commencement, projected rate, term, tenant improvement allowance, - Current Year

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

Year End Expenditure Adjustments:

General Contractor shall provide to DGS by March 15th of each year a report identifying any additional proposed expenditures for the Building. Adjustments will be considered for items that are not scheduled in the current year spending plan, but have been identified by Building Engineering and the General Contractor as needed repairs and improvements. The report shall provide item descriptions, cost estimates or proposals and supporting documentation of the need for the work. Items will be reviewed and approved by DGS; work shall be completed within a time-frame dictated by DGS.

Tenant Lease Services:

The General Contractor shall provide responsive tenant lease services and administration of tenant leases. "Tenant Lease Services" is defined, at a minimum, as responsive handling of routine, customary and special or unique problems, needs and issues relating to use of the Building by all public and private occupants, including those relating to all maintenance and operation services and common area usage issues. The General Contractor shall use a computerized system to track tenant lease service activities. The required response time for an initial response shall be same day whenever feasible, but not more than two business days from receipt of a request. The responsibilities under this Section are intended to cover routine lease administration. It does not include conducting extensive negotiations on the State's behalf, or paying legal costs to prepare documents.

Tenant Services Plan

The General Contractor shall prepare an annual plan for the provision of Tenant Lease Services. The plan shall address at a minimum the means by which positive tenant relations will be fostered, the methods for measuring tenant satisfaction, the means and frequency of disseminating information that is useful or needed by building tenants.

Private Tenant Leases

General Contractor shall familiarize themselves with the terms and conditions of the Atwood & LPPG private leases – there are no private leases at PSOB or GMC. The General Contractor shall also be required to act as the State's agent for the sole purpose of providing administration of all private leases, which includes, but is not limited to, the adjusting of rents, interpreting language in the lease, tracking notice provisions and fulfilling notice requirements, processing renewals subject to the approval of DGS, enforcing lease provisions, serving and receiving notices (unless inconsistent with the lease

terms), and all other matters related to the customary administration of tenant leases.

Tenant master lease files will be maintained by DGS. Original copies of all documents, billings, etc. received by or sent by the General Contractor shall be delivered to DGS.

Routine Maintenance and Minor Tenant Improvement Management Services:

The General Contractor shall provide scope development and management services for routine repairs, replacement and maintenance projects for the Building. This includes monitoring work performance, and executing and delivering such General Contractors and agreements as may be needed to accomplish these activities consistent with approved budgets or as otherwise authorized by DGS.

“Routine Repairs, Replacement and Maintenance” is defined as any single item or project with a total cost or value of \$25,000 or less and that is included in the annual spending plan, including tenant renovation and remodeling projects that fit within the \$25,000 limit. Routine maintenance management services shall be provided as part of the base building management fee.

Management of Common Space Areas

Conference Rooms:

The General Contractor shall schedule for the State’s use the conference rooms located at the Atwood and PSOB to include management and set-up of audio-visual and teleconferencing equipment provided by the State. Physical set-up of chairs and tables will be the requirement of the user.

Building Vending & Break Rooms:

General Contractor shall maintain Building owned equipment and appliances and ensure they are maintained and in good working condition.

Mail Room:

Maintain mailbox key distribution list and accountability. Update mailbox labels.

Building Card Key System, Conventional Keys, Surveillance Security System:

General Contractor will be issued one (1) Building Master key and other related keys. General Contractor is to ensure Building Management keys, janitorial staff keys and security staff keys are kept secure and accounted for. Other keys maintained currently in the Building Management office, shall be kept secured in the office.

General Contractor responsible for co-maintaining the current PCSC, Preparatory Control Systems Corporation, Link-ID. Currently 1,100 Key Cards are active. General Contractor responsible for processing user applications and providing card key to user. The State maintains activation and deactivation of cards accordingly.

General Contractor responsible for coordinating the maintenance of the OnSSI, Video Security System activated in various locations throughout Atwood, LPPG & PSOB.

Management Reporting:

The General Contractor shall provide monthly management reports by the 10th of each month, in a format approved by DGS. Each report must include at least the following information:

- a. Executive summary
- b. Leasing

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

On Site Management & Office:

The General Contractor shall staff, assign work and supervise all employees engaged in the administration and operation of the Building. The General Contractor must maintain an on-site office open and staffed at all times during normal business hours at the Atwood Building and PSOB. The General Contractor's Building Manager must be located on-site at the Atwood and PSOB.

DGS will provide adequate space within the Atwood and PSOB for the General Contractor's on-site office. General Contractor shall provide all fixtures, furnishings and equipment necessary to perform the services required by this RFP. The General Contractor shall provide an email address for the Building Manager for communications with DGS, the Building Engineer and other appropriate parties.

General Contractor is prohibited from performing any work not related to this Contract from this Office.

Emergency Response:

The General Contractor will provide a cell phone for the Building Manager for after-hours use. The Building Manager will be responsible for reacting to all Building related emergency calls immediately and notifying and coordinate with the DGS, 24 hours a day / seven days a week.. The General Contractor shall also be responsible for reacting to all Building related emergency calls immediately at GMC and LPPG where an on-site Building Manager is not required.

In the event of an emergency in which there is an immediate danger to persons or property at the Building, or in which action is required in order to avoid suspension of services, the General Contractor shall be required to take such action as is reasonable and prudent under the circumstances. The General Contractor shall be reimbursed for any reasonably necessary expenses incurred in such action even if not in an approved budget, so long as the General Contractor attempts to consult with DGS in advance and, in any event, notifies DGS within forty-eight (48) hours explaining the reasons for taking the required actions.

Miscellaneous Services

File Management:

The General Contractor shall maintain the current Building File System (to include Service Contracts, Reports, Historical Documents, etc.). All files shall be kept at the on-site office. General Contractor is required to keep files orderly and available to DGS upon request.

Tenant and Vendor Insurance Requirements:

The General Contractor is required to provide a system which ensures all General Contractors and vendors working in the Building (as hired by General Contractor or others) and all private tenants leasing space in the Building, have a Certificate of Insurance with the State of Alaska as the Certificate Holder. General Contractor is to notify all General Contractors, vendors and tenants prior to expiration of an insurance certificate.

The General Contractor shall ensure strict compliance with all applicable environmental laws, regulations, rules and ordinances at the Building. As part of this duty, the General Contractor shall actively monitor all compliance efforts. These requirements are discussed in more detail in Section 5 below.

Procuring Building Supplies:

The General Contractor shall obtain building supplies from vendors which provide the highest level of savings, quality products and meet any specific requirements for the Building. General Contractor as requested by DGS shall provide proof that supply vendor pricing is appropriate and reasonable. A purchase order system shall be maintained and implemented. All purchases over \$500.00 require a written Purchase Order and must be pre-approved by DGS.

Incident and Security Reports:

General Contractor shall maintain a file and schedule of all incident and security reports filed by tenants, visitors, etc. General Contractor shall work with DGS and Risk Management for claims resulting in injury, theft, or other related items.

Parking Lot Enforcement and Monitoring:

General Contractor is responsible for coordination of policing of all parking lots, the underground garage at the Atwood and the LPPG. Enforcement is described as weekly visual inspection of compliance with Building issued hanging tags where applicable. Violators are to be towed or ticketed. One warning ticket is to be issued to violators. General Contractor is to maintain a log of vehicles receiving tickets. Upon the second violation, General Contractor shall coordinate towing of the vehicle at the vehicle owners expense and liability. General Contractor shall immediately tow any vehicle parked in a designated handicap parking space or contact Anchorage Police for the Anchorage locations and the Palmer Police for PSOB and a ticket issued.

General Contractor shall maintain a log of hanging tags issued to private and State building occupants by month where applicable. The log for underground parking at the Atwood Building shall include, vehicle description, license plate number, hanging tag number and card key number.

Meetings:

General Contractor shall be available to meet weekly with DGS and the Building Engineering staff. General Contractor shall take meeting minute notes and provide all attendees with copies and noted action items within (2) days of the meeting.

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

General Contractor shall attend all meetings as reasonably requested by DGS.

Additional Services:

At DGS' sole discretion, the General Contractor may be required to provide the following additional services.

Private Tenant Leasing & Marketing Services:

It is the State's intent to diminish and eventually eliminate private tenant usage at the Atwood Building. DGS intends to handle the negotiation activities needed to affect this goal using other resources. The General Contractor will not be asked to provide services to market available space or broker new leases as part of the base property management contract. However if for any unforeseen reasons this situation changes, the General Contractor may be required to provide space marketing and leasing services on a limited basis. A separate building leasing fee will be negotiated and paid for these services if DGS elects to use the General Contractor for this purpose.

Construction Management Services:

The General Contractor may be required to provide project development and construction management services for building capital improvements, major repairs, tenant improvements and remodeling. This includes the identification of scopes of work, the solicitation of competitive bids, monitoring work performance, and executing and delivering such General Contractors and agreements as may be needed to accomplish these activities consistent with approved budgets or as otherwise authorized by DGS. Activity required under this requirement will be compensated by payment of a construction management fee at a fixed fee scale as noted below. Fragmentation of work / projects is not acceptable. This element applies to work other than routine repairs, replacement and maintenance that are included in the annual spending plan.

<u>Project Cost</u>	<u>Project Fixed Fee</u>
\$0-\$3,000	\$0
\$3,001-\$5,000	\$300
\$5,001-10,000	\$600
\$10,001-\$20,000	\$900
\$20,001-\$50,000	\$1,575
\$50,001-\$100,000	\$3,000
\$100,001-\$250,000	\$6,125
\$250,001-\$500,000	\$11,250
\$500,001-\$750,000	\$15,625
\$750,001-\$1,000,000	\$17,500
\$1,000,001-\$1,500,000	\$25,000
\$1,500,001 and above	\$35,000

Other Business Office Services:

The General Contractor may be requested to provide additional business office support services at the Buildings. This could include providing mail room and delivery services, providing and managing office copiers, computers and other office equipment, and other similar office support services for tenants and

users of the Buildings. Activity required under this requirement will be compensated by payment of a negotiated business support services fee.

5.02 Deliverables

The General Contractor will be required to provide the following deliverables:

SECTION I – TECHNICAL PROPOSAL

1. Objectives, Services, and Methods

Response must demonstrate the following:

- a) Your comprehension of the objectives and services for the proposed contract. Do not merely duplicate the Scope of Work provided with this RFP.
- b) Consider if the Scope of Work is sufficiently explicit; are expressed or implied schedules attainable/economically feasible; etcetera? Explain.
- c) Define any assumptions made in formulating Criteria Response.
- d) Provide a brief introduction and general discussion of your proposal, including the firm's name and address, and whether this is a joint venture, and if so, with whom.
- e) Provide a discussion of your firm's understanding of the proposed contract as discussed in the Scope of Work Section of this RFP. Do not merely duplicate the scope of services required or the specific scope of work provided in this RFP. Consider if the proposed objectives and scope of the contract are explicit; are proposed requirements attainable or feasible; etc. and explain. Include other pertinent information to enable DGS to determine the Offeror's understanding of the services to be accomplished.
- f) Response must outline the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Scope of Work, address its adequacy.
- g) Describe what, when, where, how, and in what sequence the work will be done. Identify the amount and type of work to be performed by any Sub Contractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate.
- h) Identify any distinct and substantive qualifications for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts relevant to the required services which the firms may use. Building Operations, Maintenance & Engineering:
- i) Provide a discussion of the approach and method for procuring and managing the required building security services, janitorial services, management and inspection of fire/life safety and sprinkler systems, elevator servicing, snow and ice control, window cleaning, garage sweeping, operation and maintenance of parking facilities, exterior landscaping services, care of interior plants, Musak provision, and a recycling program.
- j) Describe how sub-General Contractors will be selected for solicitations, how service scopes will be developed, how sub-General Contractor proposals will be evaluated, and how cost effectiveness will be determined. Describe how on-going sub-General Contractor performance will be measured.

2. Management Company

- a) Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be, for individual(s) who would be in "responsible-charge". A graphic depiction is preferred in your response to this criterion.

- b) Additionally, the Contracting Agency may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed and how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.
- c) Provide a discussion of your firm's structure, size and capabilities in terms of personnel and equipment. Indicate if the award of this contract would require the acquisition of additional space, equipment, personnel or any other items. Be as specific as possible, (i.e., how much additional space; specific equipment; the number and function of additional employees; etc.).
- d) Provide a discussion of your firm's ownership, headquarters, branch or affiliate offices.
- e) Provide a discussion of your firm's length of time in business, qualifications and experience relative to the specific services required for the proposed engagement.
- f) Describe your firm's safety program and record.
- g) Provide a listing of all engagements during the past five (5) years, nature of service provided, approximate dollar amount of the engagement, the name of the property, the square feet of area under the engagement, and a contact name and phone number at the client company for reference. Indicate at least three references we may contact. All references must have a commercial relationship with the Offeror and can attest to the Offeror's provision of similar or related property management services. DGS reserves the right to speak to someone who would have the knowledge of the services provided other than the contact person listed if the person listed is not available. DGS reserves the right to request additional references.
- h) Provide a discussion of your firm's ability to evaluate the effectiveness of its services (i.e., quality assurance programs).
- i) Joint ventures are acceptable. If submitting a proposal as a joint venture, the Offeror must submit a copy of the joint venture agreement which identifies the principals involved, and their rights and responsibilities regarding performance and payment. Joint ventures also need to describe precisely the key management personnel and the proposed management structure of the joint venture. It is important to explain how the different companies will relate to each other, and to ensure there will be a clean, workable chain of command for this contract.
- j) Offerors must meet the following minimum requirements to be considered responsive. Failure to conform fully with these requirements shall cause the proposal to be rejected as nonresponsive without further review.
- k) All Offerors **must** have a valid Alaska business license at the time designated for opening of the proposals (AS 36.30.210(e)).
- l) Offerors and/or appropriate key personnel assigned to the contract resulting from this RFP are required to hold a valid real estate license, pursuant to the provisions contained in AS 08.88.
- m) Offerors must warrant they possess the capability to meet the insurance and performance bond requirements described under Section 5 and as required in the attached Agreement.

3. Proposed Project Staff

Response must name the individuals to perform the following **FUNCTIONS** plus any other professional/technical functions you deem essential to perform the services.

- a) The evaluator will assess the responding firm's specific qualifications and previous experience and performance providing similar or related services. Of particular importance is whether the responding firm and the Proposed Project Staff have performed similar services for a modern, high rise office building, parking garage and the quality of work performed. Joint ventures will be closely reviewed looking at previous experience, the proposed management structure and

the contractual relationship between the parties. Information obtained by checking provided and self-provided references will be taken into account.

- b) Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive **experience directly related to the proposed contract**. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.
- c) For each person named, identify their: employer, professional discipline or job classification and State of residency. List at least 3 professional references (contact persons and telephone numbers) for each person.
- d) Minimum Mandatory Prior Experience:
The Company, the on-site Building Manager, Assistance Building Manager, Administrative Assistant and the Property Accountant must meet the minimum experience and qualifications as stated in this RFP Section 2.08 Minimum Company & Staff Prior Experience.

The submitted RFP response must show proof of meeting all required minimum experiences.

4. Workload, Resources & Business History

Response must:

- a) Discuss both current and potential time commitments of your proposed Project Staff to all clients
- b) Discuss the projected workload of the firm for all clients
- c) Demonstrate adequate support personnel, facilities and other resources to provide the services required.
- d) Provide a list of current contracts with the State of Alaska and all other clients in which your proposed Project Staff are participating. Include all contracts Statewide.
- e) Response must identify the period of time Offeror has been in business **under current organization and name**.
- f) Discuss **prior contracts** that were similar to the work proposed by this RFP. Indicate which of the proposed firms and Project Staff were involved in such contracts. For each contract, list the contracting entity and a reference (contact person and a telephone number).
- g) Provide financial references to attest to your firm's financial capability and performance record.

5. Firm Capabilities

- a) Provide a detailed discussion of the operations plan for the provision of the required property management services. Be specific in describing how the services specified in this RFP are to be delivered and managed.
- b) Describe in detail the accounting and management information reporting systems that will be used. Provide sample report formats for all required reporting activity. Sample report materials are to be submitted as attachments to the proposal, and will not count against the 25 page limit.
- c) Provide a description of how your firm will meet the requirement to prepare and submit an annual business plan. A discussion of possible budget formats must be included.

- d) Provide a description of how your firm will address the financial management and accounting requirements. Provide a sample monthly financial report.
- e) Provide a description of your firm's approach to provide the required common space use and management services. Include a discussion of other similar services, if any, that would be provided.
- f) Provide a description of how your firm will meet the quarterly and annual management reporting requirements. Include a detailed discussion on the management reporting system that will be used, and provide an example of a sample report.
- g) Provide a description of your firm's method of office documents and records control and how your firm will handle supervision of the service contracts, environmental issues and emergencies.
- h) Provide a description of your firm's approach to managing the delivery of services to tenants. Describe how tenant clerical and maintenance requests will be received, tracked and reported. Describe how priorities will be established for response to the tenants. Provide a list of any special computer programs or equipment used.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

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

6.02 Introduction

Proposals must include the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the Offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 Understanding of Objectives, Services, and Methods

Offerors must provide comprehensive narrative Statements that illustrate their understanding of the objectives, services, and methods as described in item 1 of section 5.02 of this RFP. .

6.04 Management Company

Offerors must provide comprehensive narrative Statements that detail the Management Company as described in item 2 of Section 5.02 of this RFP.

6.05 Proposed Project Staff

Offerors must provide comprehensive narrative Statements that detail the Proposed Project Staff as described in item 3 of Section 5.02 of this RFP.

6.06 Workload, Resources, and Business History

Offerors must provide comprehensive narrative Statements that detail the Offerors Workload, Resources, and Business history as described in item 4 of Section 5.02 of this RFP.

6.07 Firm Capabilities

Offerors must provide comprehensive narrative Statements that detail the Firms Capabilities as described in item 5 of Section 5.02 of this RFP.

6.08 Cost Proposal

Provide proposed costs for all labor, equipment, expenses, etc., and a proposed amount for the Building Management Fee. The "Building Management Fee" is defined as the annual fixed fee payable to the General Contractor to provide all required property management services, and all indirect costs related to the building management fee. Indirect costs may include, but are not limited to, professional fees, employee training and associated travel, corporation supervision, home office allocations, accounting and data processing services, and profit. The building management fee shall be the same dollar amount for each year under the initial contract term.

Consistent with any limitations or qualifications discussed in the Scope of Work section, the Building Management Fee shall cover all General Contractor costs to manage and supervise provision of building operations, maintenance & engineering including Sub Contractor procurement and administration, preparation and administration of the annual business plan and other periodic forecasts, all required financial management and accounting services, tenant lease services including lease administration, common space management, all required management reporting, emergency response management and other miscellaneous services.

Offerors must complete the attached Cost Proposal form and submit it in a separate sealed envelope. Any proposal without a Cost Proposal form will be declared nonresponsive. Scoring of cost proposals will only be done for Offerors who meet the minimum requirements.

The evaluation points for cost will be awarded on the basis of the Building Management Fee for the initial contract term for all four buildings.

The State reserves the right to add or remove the facilities included in this contract. For purposes of this contract the award will be based on the total lump sum for all four noted facilities. In the event the planned renovation of the GMC is delayed or cancelled, the State may adjust the contract accordingly.

6.09 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section Seven.

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

A proposal shall be evaluated to determine whether the Offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in State contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN EVALUATION CRITERIA AND GENERAL CONTRACTOR SELECTION

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

The following criteria and point totals will be used in the evaluation of proposals:

1. Objectives, Services and Methods (See Item 1, Section 5.02)	10
2. Management / Company (See Item 2, Section 5.02)	10
3. Proposed Project Staff (See Item 3, Section 5.02)	30
4. Workload, Resources and Business History (See Item 4, Section 5.02)	5
5. Firm Capabilities (See Item 5, Section 5.02)	5
6. Alaska Bidder (Offeror) Preference (see Section 2.14/2.17)	10
7. Total Price Proposal (see Section 6.07)	<u>30</u>
Maximum Possible Points	100

Detailed information for Criteria 1-5 are outlined in Section 5.02 of this RFP.

SECTION EIGHT EXHIBITS

8.01 Exhibits

- A. Request for Proposals 2014-0222-2285 (*this document*)
- B. Atwood General Building Information
- C. Atwood Stacking Plan
- D. LPPG Stacking Plan
- E. PSOB Stacking Plan
- F. Property Management Agreement
- G. Cost Proposal Form