



Alaska Industrial Development and Export Authority  
(AIDEA or the Authority)

**IMPORTANT NOTICE FOR  
REQUEST FOR PROPOSALS (RFP)  
AIDEA- 16023**

**AIDEA Property Management Services**

**IMPORTANT**

Interested firms shall register online to receive addenda and other information at <http://www.aideaaeaprourement.org/>

The Authorities may provide periodic e-mail notices regarding addenda or clarifications regarding this solicitation to those companies who reply.

All addenda and other notices will be posted and available at <http://www.aidea.org/> "Quick Links" Procurement Opportunities.

Schedule

September 23, 2015	RFP issued date
October 1, 2015	Pre-proposal conference, 1:30-pm AIDEA's Boardroom, 813 W. Northern Lights Blvd, Anchorage, AK 99503, parking off 27 <sup>th</sup> Street.
October 20, 2015	Proposal due date, no later than 2-pm Alaska time.

Michele Hope, Contracting Officer  
813 West Northern Lights Boulevard  
Anchorage, AK 99503  
FAX: (907) 771-3044  
Phone: (907) 771-3036  
E-mail: [mhope@aidea.org](mailto:mhope@aidea.org)

**SECTION 1  
INTRODUCTION AND INSTRUCTIONS**

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

Offerors must submit **4 copies** and **1 electronic copy in PDF or MS Word format on a CD or USB drive** to the Issuing Office, in a sealed envelope(s) clearly labeled and marked as a proposal in a manner noted below to avoid premature opening by staff:

**From: Offeror's Return Address**

To:     ATTN: Michele Hope  
          Alaska Industrial Development and Export Authority  
          813 West Northern Lights Blvd., Anchorage, AK 99503  
          TITLE: RFP 16023 Property Management Services  
          DUE: October 20, 2015 - 2:00 p.m. Alaska Time

Proposals shall be received in accordance with this article at AIDEA office, **no later than 2:00 p.m., Alaska Standard Time**, October 20, 2015. Failure to meet the deadline will result in disqualification of the proposal without review.

Contact Information: Michele Hope, Contracting Officer  
AIDEA, 813 W Northern Lights Boulevard, Anchorage, AK 99503  
Telephone 907-771-3036; E-Mail [mhope@aidea.org](mailto:mhope@aidea.org)

**1.02 Contract Term**

The length of the contract will be from the date of contract award, approximately November 2015, through December 30, 2018, with seven (7), one - year renewal options at the Agency's sole discretion.

Funding for this contract is from the AIDEA operating budget and subject to legislative appropriations and availability. Reference Section 1.04 of this RFP.

In the Agency's sole discretion, prior to the contract expiration, the Agency may provide a (60) day advance written notice to the Contractor informing the Contractor the Contract will be in hold over status for a period up to six (6) months on the same terms and conditions. After a hold over period of six (6) months, the contract shall be construed to be a month-to-month contract at the same rate for the services, and all other terms and conditions specified by the contract will remain the same.

**1.03 Purpose of the RFP**

The purpose of this RFP is to solicit Property Management Services for the Alaska Industrial Development and Export Authority (AIDEA or the Authority). The property to be managed is an office building (31,800 SF) plus parking lots located at 813 West Northern Lights, and an empty office building (2,500 SF) plus parking lots located at 825 West Northern Lights Anchorage, Alaska. The contractor will be required to provide services directly and through managed contracts for:

- maintaining building systems, HVAC, Elevator, Plumbing, Electrical;
- providing janitorial services;
- responding to emergencies;
- providing security;
- requesting quotes for minor improvements and repairs;

- providing parking lot maintenance;
- accounting and budget support; and
- other related services upon request.

It is anticipated that the 2500 sq. ft. building located at 825 West Northern Lights will be demolished and converted to an empty lot in 2016.

#### **1.04 Budget**

Funding for this contract is from the AIDEA operating budget and subject to legislative appropriations and availability. Historical costs for these services have averaged approximately \$15,000 to \$17,000 per fiscal year for management fees plus estimated direct costs for services (see Exhibit A for previous year's costs). AIDEA's Fiscal Year commences on July 1 of a given year and terminates on June 30 of the subsequent year. Funding for any major capital improvements may be subject to approval by the AIDEA Board.

All amount are estimated and AIDEA makes no guarantee as to any minimum amounts of work, and may choose to do some of the work with its own staff, or use other Contractors if it is determined to be in the best interests of AIDEA.

#### **1.05 Location of Work**

The properties to be managed are located at 813 and 825 West Northern Lights Blvd., Anchorage, AK. However, if during the term of the contract other property in the Municipality of Anchorage comes under management by AIDEA the Authority may negotiate an add-on to the negotiated contract. There is no guarantee that any other properties would be added during the contract term.

By signature on their proposal, the Offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement 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/j/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 must carefully review the RFP for defects and questionable or objectionable material. Such defects must be reported to the Procurement Manager at the issuing office in writing and received prior to the deadline for receipt of proposals. This will allow sufficient time for the Procurement Manager to issue an amendment, if one is required; and it will help prevent the evaluation of

proposals based on a defective RFP. Protests based on an omission, error, or the content of the RFP, will be disallowed if notice of the defect is not made as set out above.

Applicability of protest procedures, will be handled in accordance with 3 AAC 100.570. If a potential Offeror wishes to protest the alleged improprieties or ambiguities in this RFP, the protest must be received by the Procurement Manager in writing on or before Ten days prior to the opening date. Protests based on alleged improprieties or ambiguities in the RFP, will be disallowed if notice of the defect is not made as set out above.

### **1.09 Questions Received Prior to Deadline for Receipt of Proposals**

All questions must be addressed to the Procurement Manager. Two types of questions generally arise. One may be answered over the telephone by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP. The Procurement Manager will make that decision. The interested party must confirm telephone conversations that involve complex questions by following up in writing.

### **1.10 Addendum**

If an Addenda and other notices are issued they will be posted and available on AIDEA's website at: <http://www.aideaaeprocmurement.org/Admin>

No oral change or interpretation of any provision contained in this RFP made by any employee or representative of AIDEA at any time during the solicitation process should be construed by an Offeror as either an addition or change to the RFP. Written addenda will be issued when changes, clarifications, or amendments to this RFP are deemed necessary by the Contracting Officer.

An interested Offeror may request modifications to the scope, specifications, deadlines, or administrative requirements. Final acceptance or denial of any request is the decision of the Procurement Manager. Failure of the Procurement Manager to respond in writing to a request for addenda to the RFP shall be considered a rejection of the request.

It is the Offeror's responsibility to assure they have received and reviewed all addenda and notices related to the RFP. Proposals that fail to address material requirements in any addenda may be rejected as non-responsive.

### **1.11 Alternate Proposals**

Offerors may only submit one (1) proposal for evaluation. Alternate proposals, proposals that offer something different from the scope of services herein shall be declared non-responsive.

### **1.12 Right of Rejection**

Offerors must comply with all of the terms of the RFP, with 3 AAC 100, AIDEA's Procurement Regulations, and all applicable local, state, and federal laws, codes, and regulations.

The Procurement Manager, based on recommendations of the Evaluation Committee, may reject any proposals that do not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

The Procurement Manager may waive minor informalities which, 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; and/or, do not constitute a substantial reservation against a requirement or provision.

AIDEA reserves the right to reject all proposals if it is determined that award would not be in the best interest of AIDEA in accordance with 3 AAC 100.180. If all proposals are rejected, they will be returned in accordance with 3 AAC 100.190.

### **1.13 State Not Responsible for Preparation Costs**

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

### **1.14 Disclosure of Proposal Contents**

All proposals and related documents submitted in response to this RFP are considered public documents and subject to 3 AAC 100.360.

3 AAC 100.360(d) requires the Procurement Manager open proposals so as to avoid disclosure of contents to competing Offerors during the process of negotiations. All proposal information will be kept confidential until the Notice of Intent to Award is issued.

3 AAC 100.360(e) provides to the extent the Offeror designates and the Procurement Manager concurs, trade secrets and other proprietary data contained in proposals may be considered confidential. Any information and documents the Offeror considers is proprietary or a trade secret must be clearly marked "Confidential" in the proposal and include a brief statement as to the need for confidentiality. AIDEA will follow the process identified under 7.1.2, in reviewing any request-for-information to be considered confidential.

Offerors are advised that, it is AIDEA's position that the cost information provided in response to this solicitation is not considered proprietary and AIDEA will not sign any Offeror's non-disclosure agreement.

The contract files will include a copy of each proposal submitted and will be open to reasonable inspection by the public. (Ref 3 AAC 100.700) Information that the Procurement Manager concurs is confidential will be kept in a sealed envelope with the contract file.

All proposals and ancillary documentation submitted become the property of AIDEA. They may be returned to Offerors at AIDEA's option.

AIDEA will keep one (1) copy of each proposal submitted a minimum of two-years. The successful proposal will be kept on file for the duration of the contract plus seven-years.

### **1.15 Subcontractors**

The Offerors may subcontract portions of the project tasks. Offerors will be required to submit the names and addresses of all subcontractors and the type and percentage of work they will be providing.

The successful contractor must supply proof of appropriate subcontractors' Alaska business licenses for those businesses that will be doing work inside Alaska, within a reasonable time, after the Notice of Intent to Award is issued according to 3 AAC 100.310.

### **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) with 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 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 Executive Director of AIDEA 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. AIDEA's Executive Director's determination regarding any questions of conflict of interest shall be final.

### **1.19 Right to Inspect Place of Business**

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

### **1.20 Solicitation Advertising**

Public notice has been provided in accordance with 3 AAC 100.150.

### **1.21 News Releases**

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

### **1.22 Assignment**

The Contractor may not assign or novate any portion of the contract without prior written approval from AIDEA's Contracting Officer.

### **1.23 Disputes**

Any contract dispute associated with this RFP or the contract will be resolved in accordance with AIDEA's Procurement Code and Regulations 3 AAC 100.

### **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.

## SECTION 2 STANDARD PROPOSAL INFORMATION

### 2.1 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 date set as the deadline for receipt of proposals.

### 2.2 Pre-proposal Conference

Pre-proposal conference will be held in the AIDEA Board Room at 1:30 pm, October 1, 2015. This is a non-mandatory pre-proposal conference.

### 2.3 Site Inspection

The site inspection will be held directly after the Pre-proposal conference. No other site inspections will be given including individual site inspections. This is a non-mandatory site inspection.

### 2.4 Addenda 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 AIDEA's request in accordance with 3 AAC 100.

### 2.5 Supplemental Terms and Conditions

Proposals must comply with Section 1.12 Right of Rejection. However, if the AIDEA fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish 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 AIDEA'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.

### 2.6 Clarification of Offers

AIDEA's Contracting Officer shall answer contractual, technical or procedural questions regarding this RFP. All questions, that require clarification or interpretation of this RFP, which cannot be answered by careful review of the document, must be received in writing at the issuing office address on or before the 4:00 PM Local Time ten (10) days prior to the opening date. The Procurement Manager will respond in writing to questions, which cannot be answered by directing the Offeror to the appropriate section of the RFP; and copies of written responses to questions will be made available to all parties that receive the RFP.

Questions and/or correspondence concerning protest of the intent to award of a contract (See Section 2.24) shall be addressed to:

Michele Hope, Contracting Officer  
AIDEA, 813 West Northern Lights Blvd., Anchorage, AK 99503  
Phone (907) 771-3036, Email [mhope@aidea.org](mailto:mhope@aidea.org)



## **2.7 Discussions with Offerors**

AIDEA may conduct discussions with offerors. 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.

## **2.8 Minimum Contractor Qualifications**

Offeror's who are interested in responding to this solicitation must demonstrate in their proposal they meet the following minimum requirements:

### **2.8.1 Licensing:**

Offerors responding to this request must have a real estate broker license issued by the Alaska Real Estate Commission. Individuals in charge of the work must be qualified to do property management. (Ref AS 08.88.161(4); AS 08.88.990(7))

### **2.8.2 Minimum Prior Experience:**

Offerors must demonstrate at least three (3) years of direct experience in providing similar property management services for a similar type office building. The three (3) years of experience must have occurred within the last five years. If the Offeror is relying on the experience of a particular person to meet this requirement, then that person must be actively in charge as the Property Manager. If that person is replaced, the replacement must meet the same qualifications and be approved by AIDEA.

Proposals that fail to demonstrate meeting these requirements may be determined as non-responsive

## **2.9 Evaluation of Proposals**

All responsive proposals received will be reviewed and evaluated by a committee made up of AIDEA's representatives or staff. Other representatives may be added as appropriate, provided the Evaluation Committee is made up of at least the designated Procurement Manager and two Authority employees in accordance with 3 AAC 100.370. Each member shall exercise independent judgment and no member's vote or score will be weighted more than any other member. The evaluation will be based on the evaluation factors set out in this RFP.

### **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 AIDEA's request; required to set firm up as a Vendor in AIDEA's Accounting System.

## **2.11 F.O.B. Point**

All goods purchased through this contract will be F.O.B. AIDEA's Headquarters Anchorage Alaska.

## **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 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.

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

## **2.13 Contract Negotiation**

Upon completion of the evaluation process, contract negotiations will commence in accordance with 3 AAC 100.410. AIDEA shall conduct Contract negotiations at AIDEA's Office Building, 813 West Northern Lights Blvd., Anchorage, Alaska, or by teleconference.

## **2.14 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,

AIDEA may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

## **2.15 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.

## **2.16 Protest After Award**

In accordance with 3 AAC 100.570, an interested party may protest an award of contract or the proposed award of a contract, or a solicitation by an agency. The protest shall be received in writing at the address below within ten (10) calendar days after the Notice of Intent to Award is issued.

Tom Erickson, Chief Procurement Officer  
Alaska Industrial Development and Export Authority  
813 West Northern Lights  
Anchorage, AK 99503

The protest must include the following information:

1. The name, address, and telephone number of the protester;
2. The signature of the protester or the protester's representative;
3. Identification of the contracting agency and the solicitation or contract at issue;
4. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
5. The form of relief requested.

Protests filed by e-mail without a signature are not acceptable. Fax copies of the protest containing a signature or scanned e-mail attachments with a signature are acceptable.

AIDEA shall notify Offerors of receipt of a protest. Review of protests, decisions of the Procurement Manager, hearings and appeals shall be conducted in accordance with 3 AAC 100.570.

## **SECTION 3 STANDARD CONTRACT INFORMATION**

### **3.1 Contract Type**

The contract awarded as a result of this RFP will be for an initial 3-year contract (more or less), with 7, 1-year renewal options, based on a fixed monthly management fee plus actual direct facility expenses reimbursed at cost per the contract terms and conditions.

### **3.2 Contract Approval**

This RFP does not, by itself, obligate AIDEA. AIDEA's obligation will commence when the contract is signed by all parties. Upon written notice to the contractor, AIDEA may set a different starting date for the contract. AIDEA will not be responsible for any work done by the contractor without an authorized NTP, even work done in good faith, if it occurs prior to the NTP start date set by AIDEA.

### **3.3 Standard Contract Provisions**

The contractor will be required to sign and submit AIDEA's Standard Agreement Form for Professional Services Contracts (Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

### **3.4 Proposal as a Part of the Contract**

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

### **3.5 Prevailing Wage:**

Some of the work proposed within the contract may be subject to the minimum wage and other requirements of AS 36.05. It is the responsibility of the Successful Offeror to check with Department of Labor and Workforce Development to determine which services will require the prevailing wage and if it is subject to AS 36.05. Before commencing work, the Successful Offeror is required to designate a primary contractor under AS 36.05.045, and the primary contractor is required to file a notice of work with the Department of Labor and Workforce Development, to pay certain filing fees, and to comply with certain other requirements involving the Department of Labor and Workforce Development after the work is completed and before final payment can be made. Before final payment of the work is made, it is the responsibility of the Successful Offeror to submit a Notice of Completion form signed off by the Department of Labor and Workforce Development, Wage and hour section. The final payment may be affected by the Successful Offeror's compliance with the requirements. The Successful Offeror is encouraged to contact the wage and hour section of the Department of Labor and Workforce Development for more information.

### **3.6 Additional Terms and Conditions**

AIDEA reserves the right to include additional terms and conditions during the contract negotiations. These terms and conditions must be within the scope of the original RFP and contract documents, and will be limited to cost, clarification, definition, and administrative and legal requirements.

If after award of a contract:

1) A conflict arises between terms offered in contractor's proposal and the terms of the contract or RFP, the terms of the contract or RFP will prevail; and 2) AIDEA's rights would be diminished as a result of application of a contractor's supplemental term or condition included in the Contractor's proposal, the supplemental term or condition will be considered null and void.

### **3.7 Insurance Requirements**

Refer to Appendix B of the Contract Document attached herein.

### **3.8 Bid Bond - Performance Bond - Surety Deposit**

None.

### **3.9 Contract Funding**

Funding is AIDEA's operating and project funding and shall be determined at the time of NTP execution.

### **3.10 Proposed Payment Procedures**

Payments are NET30 upon receipt of authorized NTP, Contractor's invoice, and appropriate backup.

### **3.11 Contract Payment**

All costs associated with the contract must be stated in U.S. currency. Payments may be issued by mailed check or electronic funds transfer.

### **3.12 Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the Contracting Officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

### **3.13 Contract Personnel**

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director or Contracting Officer. Personnel changes that are not approved by AIDEA may be grounds for the state to terminate the contract.

### **3.14 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

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

Substantial failure of the contractor to perform the contract may cause for termination the contract. In this event, AIDEA may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### **3.15 Termination for Default**

If the project director determines that the 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 contractor, terminate the contractor's right to proceed with part or all of the remaining work.

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

### **3.16 Liquidated Damages**

None.

### **3.17 Contract Changes - Unanticipated Amendments**

During the course of the contract, the 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 director will provide the contractor a written description of the additional work and request the 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.

The contractor will not commence additional work until the project director has secured any required AIDEA approvals necessary for the amendment and issued a written contract amendment, approved by AIDEA.

### **3.18 Contract Invalidation**

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

### **3.19 Nondisclosure and Confidentiality**

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 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 contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The 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 (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a 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.).

## **SECTION 4 BACKGROUND INFORMATION**

### **4.1 Background**

The Alaska Industrial Development and Export Authority and the Alaska Energy Authority are public corporations of the State of Alaska (referred to below collectively as AIDEA).

The property to be managed is an office building (31,800 SF) plus parking lots located at 813 West Northern Lights; and an empty office building (2,500 SF) plus parking lots located at 825 West Northern Lights Anchorage, Alaska, it is anticipated the empty building will be demolished in 2016.

The office building is a three story brick and glass structure with approximately 31,800 SF of space that was purchased by AIDEA in 2000.

AIDEA has approximately 86 employees with offices located at 813 West Northern Light Boulevard, Anchorage, Alaska, 99503, also known as: Lot 1A, Block 3; Lot 17B, Block 2 and Lot 18, Block 2, Sunbeam Subdivision.

The Facilities Coordinator will be the primary point of contact for the contract; however, it is anticipated that front desk support staff will be coordinating with the contractor regarding maintenance issues and accounting staff will be involved in reviewing billings and budget information.

The previous year's building operating expenses for FY2015 are shown in Exhibit A. The building operating budget for FY16 is \$155,000 including routine maintenance, minor improvements, and other operating costs (excluding utilities). In the near term the Authority anticipates requesting additional services (Section 5.10) for management of the following projects: roof replacement, asbestos abatement, window replacement, Uninterruptable Power Supply (UPS) replacement, door repairs, and HVAC chiller repairs.

## **SECTION 5 SCOPE OF WORK**

### **5.1 Objectives**

AIDEA desires to engage the services of a contractor to operate and maintain the Building and provide related property management services as described in this RFP. AIDEA anticipates entering into a property management agreement with the successful Offeror.

It is the intent of AIDEA to operate the Building effectively and efficiently. Effectiveness includes the safety of the tenants, the security of the facility, and an environment that encourages work productivity. Efficiency is defined as the lowest practical cost of managing a fully operational facility and is designed to provide a safe, secure, professional work environment.

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

1. Operating the Building at its highest possible efficiency while maintaining quality service and performance levels.
2. Controlling expenses through the use of competitive selection processes and quality service personal and contractors.
3. Maintaining and operating the Building in a manner responsive to and in compliance with all applicable life/safety, environmental and crisis management requirements or issues.
4. Being responsive to our employees in resolving building problems that arise that affect employee productivity and moral.

### **5.2 Summary of Services Required**

In meeting the objectives outlined above, AIDEA has developed a specific scope of work for property management services. The principal duties fall within the following three categories:

1. Provide for the ongoing operation and maintenance of the Building using subcontracts or other arrangements.
2. Oversee, manage, and report on the ongoing operation and maintenance of the Building on an annual basis.
3. Respond to AIDEA requests for repairs and minor improvements related to the Building.
4. Additional services (see Section 5.10).

### **5.3 Building Operations, Maintenance & Engineering**

The Contractor shall manage and provide operation and maintenance of all building specific Heating, Ventilating & Air Conditioning Systems (HVAC), all other Mechanical, Electric and Plumbing Systems (MEP).

The Contractor is required to accomplish preventative maintenance and other maintenance and operation activities as required.

The Contractor shall maintain all physical areas within the Building to assure levels of cleanliness, safety, proper state of repair and aesthetic appeal are sustained. The Contractor shall evaluate and control all factors relating to liability, life/safety, security and environmental issues.

The Contractor shall provide for the following specific operation and maintenance services for the property. It is anticipated, but not required, that all or most of these services will be provided using subcontracts. Subject to approval by AIDEA, the Contractor may also provide all or some of these



services using its own employees subject to the competitive solicitation requirements outlined in the Draft Contract, Article E8 & 9.

The Contractor shall provide supervision and contract administration (if applicable) for all personnel and subcontractors engaged in providing routine or periodic operation and maintenance services for the Building.

When obtaining subcontracts for routine services, the Facilities Coordinator must approve the scope and selected subcontractor.

#### 5.3.1 Building Engineering:

The Contractor shall provide support for maintenance, operation and repair of all building specific HVAC systems, all Emergency and Energy Management Systems, and the existing building management, preventative maintenance and operation systems located at the Building. All building maintenance engineers must comply with all federal, state and Contractor safety policies and directives.

Specific functions to be performed include, but are not necessarily limited to, operating or assisting in operating all heating and ventilation equipment, engines, turbines, motors, combustion engines, pumps, air compressors, ice and refrigerating machines, air conditioning units, fans, siphons, automatic and power-oiling pumps and engines, and other duties as are traditional to maintenance engineers.

Other functions may include periodic performance audit and system analyses upon request.

#### 5.3.2 Security:

This element requires providing a program of building security for the properties at 813 and 825 West Northern Lights Blvd. Tasks to be performed may include, but are not necessarily limited to: after hours, seven days a week security checks, monitoring, operating and responding to all alarm systems at the Building, developing and managing a system for all keys and locks at the Building, and support and assistance with all related emergency procedures.

#### 5.3.3 Janitorial:

All janitorial services for the Building will be provided by the Contractor. Services will include agreed upon daily, weekly, and semimonthly services as defined by the Project Manager. Janitorial includes cleaning two kitchens and a breakroom.

#### 5.3.4 Fire & Life Safety Systems/Sprinkler Inspection:

The Contractor shall be responsible to ensure all fire and life safety systems (including the sprinkler system) are operational, inspected routinely and kept in good working order. This element will include, at a minimum, quarterly inspection of all smoke detectors, annual inspections of all electronic fire, life and safety equipment, and quarterly testing and inspection of the sprinkler systems, sprinkler alarms, stand pipe systems and dry pipe systems.

#### 5.3.5 Elevators Servicing:

The Contractor shall be responsible to ensure the elevator at the Building is operational, inspected routinely and kept in good working order. An elevator servicing contract will be required with a qualified entity to provide extended maintenance coverage.

#### 5.3.6 Snow and Ice Control:

The Contractor shall provide all snow plowing/shoveling, removal and sanding services for the Building, including all parking lots and exterior areas.

#### 5.3.7 Window Cleaning:

The Contractor shall provide for routine interior and exterior window cleaning, removal of cleaning residue, solvents or debris from the cleaning process, and cleaning of similar areas such as the vestibule and interior and exterior spandrel glass.

#### 5.3.8 Parking Lot Operation & Maintenance:

The Contractor shall be responsible for routine sweeping, cleaning and maintenance of all parking facilities.

#### 5.3.9 Exterior Landscaping/Interior Plants:

The Contractor shall provide for exterior lawn maintenance and care of interior plants.

#### 5.3.10 Interior Painting:

The Contractor shall provide for interior painting as required by AIDEA.

#### 5.3.11 Property walk-throughs:

The Contractor shall, at a minimum, do weekly walk-through of the building to assess needs.

#### 5.3.12 Call-out response time:

The Contractor shall, at a minimum, acknowledge call-outs within one hour of initial notification from AIDEA.

### **5.4 Annual Business Plan**

The Contractor shall prepare an annual business plan by September 1 of each year for review and approval by AIDEA. The proposed Business Plan must include proposed annual operating and recommended 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 AIDEA.

The annual operating budget must depict the Contractor's month by month estimate of projected expenses from the Building. The proposed annual capital budget must describe proposed needs for major capital improvements, the projected costs, the availability of funds, and the anticipated schedule of additional capital needs identified by the Contractor. "Capital Improvement" is defined as an asset with an anticipated life exceeding one year and a cost exceeding \$25,000, including construction, structural improvement, project engineering and design, and equipment and repair costs.

Other components of the annual business plan will include the Contractor's plan for provision of maintenance and repair services and performance of capital improvements, the schedule for all major maintenance and all inspections at the Building, and new or innovative suggestions or proposals to save expense.

### **5.5 Financial Management & Accounting**

The Contractor shall provide full financial control, accountability and reporting of all property related expenses incurred by the Contractor. All or most expenses related to the annual operation of the Building will be paid by the Contractor, although the AIDEA may elect to pay some costs directly. AIDEA will be responsible for direct payment of all utility costs.

Strict accountability will be required for all receipts and disbursements related to the Building. All accounting shall be done in accordance with generally accepted accounting principles.

The Contractor shall provide to AIDEA a monthly financial report reflecting the expenses and requesting reimbursement of the trust account in a format approved by AIDEA. All accounting data shall be the property of AIDEA, and shall be delivered in an electronic format approved by AIDEA.

## **5.6 Routine Maintenance and Minor Tenant Improvement Management Services**

The 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 contractors and agreements as may be needed to accomplish these activities consistent with approved budgets or as otherwise authorized by AIDEA.

“Routine Repairs, Replacement and Maintenance” is defined as any single item or project with a total cost or value of \$25,000 or less, 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.

## **5.7 Management Reporting**

In addition to the required monthly financial report, the Contractor shall provide an annual management report in a format approved by AIDEA. Each report must include the following information:

1. an executive summary;
2. operating and capital expenditure information presented in relationship to approved budgets;
3. brief narrative reports on status of active capital projects, building maintenance and repair activity (including preventative maintenance activity), fire and life/safety inspections, and other inspection activity;
4. change in status of subcontracts; and
5. other pertinent news or exception reporting.

## **5.8 Emergency Response**

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 Contractor shall be required to take such action as is reasonable and prudent under the circumstances. The Contractor shall be reimbursed for any reasonably necessary expenses incurred in such action even if not in an approved budget, so long as the Contractor attempts to consult with AIDEA in advance and, in any event, notifies AIDEA within forty-eight (48) hours explaining the reasons for taking the required actions.

## **5.9 Administrative Services**

The Contractor shall keep or cause to be kept at their office, original documents relating to the performance of the Contractor’s duties, including a system of office records (including general correspondence), suitable books of control and account and all required reports, and any additional information and records reasonably required by AIDEA. The Contractor shall also maintain insurance certificates for all current contractors, service vendors and sub-lease tenants.

The Contractor shall ensure strict compliance with all applicable environmental laws, regulations, rules and ordinances at the Building. As part of this duty, the Contractor shall actively monitor all compliance efforts.

## 5.10 Additional Services

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

### 5.10.1 Project Management Services

The Contractor may be required to provide project development and construction management services for facility capital improvements and tenant improvements and remodeling. This includes monitoring work performance, and executing and delivering such contractors and agreements as may be needed to accomplish these activities consistent with approved budgets or as otherwise authorized by AIDEA. 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

### 5.10.2 Services for other Properties

The Contractor may be requested to provide similar services for other properties that AIDEA may acquire during the term of the contract. If other properties are added the contractor will be requested to submit a fee proposal for the specific property for AIDEA's consideration. AIDEA may accept the proposal and issue an amendment to the contract. AIDEA makes no guarantee of additional work and may solicit proposals from other sources if it is in the best interest of the Authority to do so.

5.10.3 AIDEA may request the building manager to perform a building condition audit with recommendations, a near-term repair/replacement cost estimate, and a 20-year facility maintenance schedule/budget.

## 5.11. Other Terms and conditions

### 5.11.1 Points of Contact

The Facilities Coordinator will be the primary point of contact for the contract, and front desk support staff will be coordinating with the contractor regarding maintenance issues and accounting staff will be involved in reviewing billings and budget information. See sample Contract.

### 5.11.2 Notices

Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes (a) when delivered, if (i) by receipt-confirmed facsimile transmission with the original subsequently delivered by first class United States Mail or other means described herein; (ii) in person; or (iii) by generally recognized overnight courier service; or (b) five days after deposit in the United States Mail, certified or registered mail, return receipt

requested, postage prepaid, to the respective addresses set forth in C.11.1, or to such other addresses as the parties may designate from time to time.

#### 5.11.3 Violation Notices

Contractor shall notify Contract Manager of any alleged violation of any Applicable Laws affecting the Building immediately upon becoming aware thereof.

#### 5.11.4 Compliance

Contractor shall abide by and comply fully with all laws, rules, regulations, requirements, orders, notices, determinations and ordinances of any federal, state or municipal authority with jurisdiction over Contractor or the Building (collectively known as "Applicable Laws"), including, without limitation, the federal Occupational Safety and Health Act (OSHA) statutes, rules and regulations, and all requirements of the insurers of the Building and the Authority's liabilities with regard thereto. If the cost of compliance in any instance is not provided for in the Approved Operating or Capital Budget, Contractor shall notify Contract Manager promptly and obtain Contract Manager's written approval prior to making the expenditure.

## **SECTION 6 PROPOSAL FORMAT AND CONTENT**

### **6.1 General Instructions**

AIDEA discourages overly lengthy and costly proposals; however, in order for the Agency to evaluate proposals fairly and completely, Offerors must follow the format set out in this section and provide all of the information, formatted as requested. Proposals must be limited to the requested information. Failure to follow this format for a proposal or failure to include complete information as requested may result in a lower score or disqualification of the proposal depending on the severity of the discrepancy.

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

If the Offeror proposes to submit confidential information it must be submitted in accordance with the instructions under section 1.14.

### **6.2 Technical Proposal Format**

All proposals shall include the following items in the order as shown below. Please be as concise and clear as possible.

### **6.3 Cover Letter I Introduction**

Your proposal must include a title page with the RFP #, Firm Name and date of your proposal and a table of contents.

Include a letter of transmittal containing the complete name and address of the firm name, mailing address, and the name and telephone number of the contact person for the proposal.

Your introduction should also discuss how you meet the minimum requirements for responsiveness listed under paragraph 2.03.

- Include the number or copy of your Alaska license under AS 08.88.
- A brief statement noting at least three years of similar experience.
- Reference to an Alaska Business license number or proof of having a valid Alaska business license as required by paragraph 1.03.

Also include:

- a statement confirming that the proposal is valid for ninety (90) days from the closing date for receipt of proposals;
- a certification (statement), as appropriate, that your firm qualifies as an Alaskan vendor in accordance with paragraph 1.13; and
- a statement with regard to any perceived or potential conflicts of interest.

### **6.4 Personnel & Firm Qualifications, Experience**

Include a statement of qualifications or resumes for all personnel designated to perform work under this RFP. This statement of qualifications must clearly describe education and licenses held; include all dates thereof. Include identification of any key partners or subcontractor's personnel that you intend to use and how they relate to your organization. The statement of qualifications should also include:

1. Resumes, including both education and experience, of all key personnel, including subcontractors, who will be directly involved in this contract, listing similar types of properties that they have managed or worked in.
2. A schedule of expected availability of key personnel over the term of the contract.

In addition to information about the individual's experience, provide documentation verifying the qualifications and experience of the firm and its subcontractors as they relate to carrying out the services solicited in this RFP.

Demonstrate experience managing similar size and type of facilities in Anchorage. Provide examples of no more than five similar facilities to this RFP that you manage or have recently managed. Include for each:

1. A brief description of the property and client name.
2. The names of key individuals involved in managing the property.
3. A reference contact including client name, address, and current telephone number.

## **6.5 Methods**

Briefly tell how you would do the work defined in this RFP. At a minimum your proposal should include:

1. A brief description of the resources you will be committing to this project and an organizational chart listing key personal and their duties.
2. An explanation of how you intend to manage and address the facility's needs. Include who will be assigned various tasks.
3. Discussion about managing the services to be provided and any ideas you may have for either reducing costs or increasing service levels without impacting costs based on experience with other facilities.
4. Discussion about the methods you intend to use to secure and manage qualified subcontractors and discuss any conclusions you can make regarding the use of those methods.
5. Suggestions you may have for performing all tasks more efficiently or other terms or conditions you would want in the final contract.
7. Discussion about any concerns you may have about any of the proposed terms and conditions in this RFP.
8. Suggestions, if any, for modifications, or changes to the standard contract language.

## **6.6 Understanding of Services and Commitment**

Include a brief discussion of your understanding of the services required and what your goals would be in managing the property. Discuss similarities and differences between working for the Authority and other clients you may have.

Include a summary of any potential problems you believe may be encountered in the performance of the contract and creative suggestions for addressing these problems. Discuss how you balance the need for keeping costs low while providing quality services and reference any specific company policies or procedures you follow to address this. Also include your expectations of the Project Manager, the Authority, or other entities that may be involved in this process.

Describe your availability to commit to this contract. Discuss any possible conflicts that could arise during the performance of work for the Authority and how you might address it.

## **6.7 Cost Proposal Requirements**

A Cost Sheet has been provided herein.

Offerors must provide the fixed monthly rate for management services on an annual basis from year one through year ten. The Contractor will be paid this fixed monthly rate for all management services defined in this agreement.

Consistent with any limitations or qualifications discussed in the Scope of Work section, the Property Management Fee shall cover all Contractor costs to manage and supervise provision of building operations and maintenance including subcontractor procurement and administration, preparation and administration of the annual business plan and other periodic forecasts for providing the Management services, all required financial management and accounting services, all required management reporting, emergency response management and other miscellaneous services.

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

Scoring of the Proposal Cost portion of the criteria shall be based on the total management cost including all renewal options.

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.



## **SECTION 7 EVALUATION CRITERIA**

### **7.1 Evaluation Process**

All proposals received will be reviewed following the processes in this section.

#### **7.1.1 Confidentiality of the Evaluation Process**

Proposals will be opened and evaluated in a manner that avoids disclosure of the contents to competing Offerors during the evaluation process and negotiations. The makeup of the evaluation team, number of responses received, and who responded will be kept confidential until contract negotiations are completed and the notice of intent to award is issued.

#### **7.1.2 Procurement Officer Review**

Proposals will initially be reviewed by the Procurement Officer for the following minimum responsiveness requirements:

1. Was the proposal received by the deadline for receipt of proposals?
2. Has the vendor submitted evidence of having a valid Alaska Business license?
3. Does the Offeror appear to demonstrate they meet the minimum experience and qualifications requirements of Section 1.2?

Proposals that fail to meet these requirements will be declared non-responsive and will not be further evaluated.

Prior to providing proposals to the evaluation committee the Procurement Officer will also review and make a determination regarding concurrence with any request for confidentially related to trade secrets or proprietary information submitted with a proposal per section 2.11. The Procurement Officer will inform the Offeror of his decision.

If the Procurement Officer does not concur that the information is proprietary or a trade secret, the Offer will have two business days from the date they are informed of the Procurement Officers decision to withdraw their request for confidentially, redact the requested confidential information from their proposal, or withdraw their proposal. Offerors may not resubmit or supplement their proposal to account for any information that is redacted or withdrawn from their proposal. Offerors who fail to respond within the time period may have their proposal determined to be non-responsive and will not be evaluated.

In the event the Procurement Officer makes a determination that information submitted appears to be proprietary or a trade secret the Authority will put the documents in a sealed envelope marked "confidential" with the contract file after evaluation and prior to issuing the Notice of Intent to Award.

#### **7.1.3 Evaluation Committee Review**

All responsive proposals received will be reviewed and evaluated by a committee made up of qualified Authority representatives or staff. Other representatives may be added as appropriate, provided the Evaluation Committee is made up of at least the designated Procurement Officer and two AIDEA employees in accordance with 2 AAC 12.260. Each member shall exercise independent judgment and no member's vote or score will be weighted more than any other.

Should the evaluation committee in their review of proposals discover material defects in a proposal they may request the Procurement officer evaluate the defects and reconsider if the proposal should be deemed non-responsive.

## **7.2 Evaluation Criteria**

The following criteria and weights will be used to score and rank each responsive proposal.

### **7.2.1 10% Understanding Services and Management Plan**

At a minimum this section may be evaluated against the following questions:

Does the Contractor's proposal demonstrate an understanding of AIDEA's financing policies, goals, objectives, routine tasks, and possible special projects as outlined in the scope of work for this RFP? Are the expectations the Contractor has for AIDEA or its contractor's reasonable? Are there any possible conflicts or appearances of conflict in completing this work based on other clients or work the contractor may have during this period? What commitment is the contractor willing and able to make to ensure AIDEA's work receives priority?

### **7.2.2 10% Methodology**

At a minimum this section may be evaluated against the following questions:

Did the contractor adequately address their capacity to complete various tasks defined in Section 5 or how they would acquire the resources or expertise needed for a specific task? Does the contractor provide a clear indication of who the primary point(s) of contact will be for the Contractor? Does the Contractor provide for adequate support and flexibility in terms of personnel and time? Has the contractor described how they would approach a right-sized solution to completing a NTP? Is anything left out of this response or is there anything extra that is not required?

### **7.2.3 20% Firm Qualifications, Experience**

At a minimum qualifications and experience may be evaluated against the following questions:

Does the firm or team demonstrate adequate experience in doing similar work as defined in Section 5? What level of experience with organizations similar to AIDEA is documented? Is all expertise in-house, through partnerships, or will outsourcing be needed? If outsourced, has this been done before and are there preferred vendors with whom the company worked with in the past?

Are there appropriately qualified individuals and subcontractors in key positions? Does the firm/team demonstrate sufficient depth of personnel to cover situations with short deadlines? What is the firm/team's record for responsiveness to client's needs and investment track record? How does each firm's experience and qualifications compare with that of other Offeror's?

Are the personnel who are proposed to work on this job the same persons who worked on similar jobs for your company, and how many projects and jobs are these same people working on at the same time?

### **7.2.4 40% Project Manager & Key Personnel Experience and Qualifications**

At a minimum qualifications and experience may be evaluated against the following questions:

Is the statement of qualifications and resumes complete? Do the examples of previous projects document the quality and level of expertise and experience needed to provide the required services? How broad is their experience based on the scope of RFP tasks and other proposals received? Do the individuals have any unique experience or qualifications that would be especially beneficial to AIDEA?

Are the examples from previous projects complete and relevant? Are the individual references positive; if not, are there adequate explanations or extenuating circumstances that should be considered?

### 7.2.5 20% Price and Fee Schedule

Cost shall be evaluated in accordance with 6.6 Cost and Pricing Schedule; Offerors who fail to follow the direction may be considered nonresponsive.

Cost will be calculated by the following method:

$$\frac{(\text{Lowest blended rate from all Offerors}) \times (\text{MPP}^*)}{(\text{Offeror's aggregate rate})} = \text{Offeror's Criterion Score}$$

\*MPP = Maximum Possible Points = (20)

Cost proposals from Alaska vendors will be reduced by 5% for the above calculation. Ref 2 AAC 12.260.

### 7.3 Contractor Selection

Upon completion of the evaluations, the Procurement Officer will review the evaluation process to assure procedures were followed in accordance with this RFP and existing State of Alaska statutes and regulations. This process may include reviewing score sheets, proposals, discussions or any other materials presented to the Evaluation Committee. The Procurement Officer may recommend proposals be reevaluated prior to beginning negotiations if there is reason to believe an error was committed during the evaluation process.

The final decision of the Evaluation Committee will be documented in writing and made a part of the contract file. The Evaluation Committee will rank the proposals based on their evaluation scores and recommend to the Procurement Officer the contractor for negotiations whose proposal best meets the requirements of the project based on the criteria outlined in this RFP.

The apparent successful contractor will be required to provide the following information during contract negotiations before award of the final contract.

- Certificate of Insurance
- Proof of any Subcontractor's Alaska Business Licenses
- Any other information that may be needed for clarification of the Offeror's proposal.

**SECTION EIGHT**  
**Appendices, Exhibits, and Attachments**

Appendix A: Sample Standard Agreement Form for Professional Services Contracts

Appendix B: Insurance Requirements

Exhibit A: Sample FY2015 Building Operating Expenses

Exhibit B: Building Floorplans for 813 West Northern Lights Blvd.

Exhibit C: Building Floorplans for 825 west Northern Lights Blvd.

Cost Schedule is provided, please use this form in submitting the Cost Portion of this RFP.





## AIDEA STANDARD CONTRACT FORM Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Description AIDEA Property Management Services	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Contractor's Email	6. Contractor's Telephone and Facsimile	7. Alaska Business License Number	
<b>This contract is between Alaska Industrial Development and Export Authority,</b>			
8. AIDEA	Division Commerce	hereafter AIDEA or Authority, and	
9. Contractor			
hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4

10.

**ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

**ARTICLE 2. Performance of Contract:**

2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.

**ARTICLE 3. Period of Performance:** The period of performance for this contract begins \_\_\_\_\_, and ends \_\_\_\_\_.

**ARTICLE 4. Considerations:**

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$\_\_\_\_\_ in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:

11. Alaska Industrial Development and Export Authority	Attention: Accounting Department
Mailing Address 813 West Northern Lights Blvd, Anchorage, AK 99503	Email: <a href="mailto:AIDEAAP@aidea.org">AIDEAAP@aidea.org</a>

12. CONTRACTOR	13. ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY
Name of Firm	Signature of Procurement Officer <span style="float: right;">Date</span>
Signature of Authorized Representative <span style="float: right;">Date</span>	
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer

**SCF.DOC (Rev. 01/15)**

## APPENDIX A

### AIDEA GENERAL CONDITIONS

#### 1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

#### 2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

#### 3. Disputes:

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of 3 AAC 100.590.

#### 4. Default:

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

#### 5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

#### 6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

#### 7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

#### 8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

#### 9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

#### 10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**11. Officials Not to Benefit:**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**12. Contract Prices:**

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

**13. Contract Funding:**

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

**14. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**15. Contract Extension:**

Unless otherwise provided, the State and the 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 thirty (30) days before the desired date of cancellation.

**16. Severability:**

If any provision of the contract 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.

**17. Continuing Obligation of Contractor:**

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**18. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**Appendix B. Insurance**

**Appendix C. Scope of Services**

**Appendix D. Consideration**



## APPENDIX B INDEMNIFICATION AND INSURANCE

### Article 1. Indemnification

The Contractor shall indemnify, defend, and hold harmless the Authority from and against any claim of, or liability for, negligent acts, errors, and omissions of the Contractor under this contract. The Contractor shall not be required to indemnify, defend, or hold harmless the Authority for a claim of, or liability for, the independent negligent acts, errors, and omissions of the Authority. If there is a claim of, or liability for, a joint negligent act, error or omission of the Contractor and Authority, the indemnification, defense and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "Authority" include the employees, agents and other contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, or omissions" means negligence other than in the Authority's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

### Article 2. Insurance

Without limiting Contractor's indemnification obligation, Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the Authority shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. For Contractor's services performed in Alaska, all insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

**2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the Authority and the State of Alaska

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this contract with minimum coverage limits of \$300,000 combined single limit per occurrence.











**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this contract with minimum coverage limits of \$300,000 combined single limit per occurrence.

**Building Operating Costs for FY 2015 (July 2014 - June 2015),  
excluding special projects**

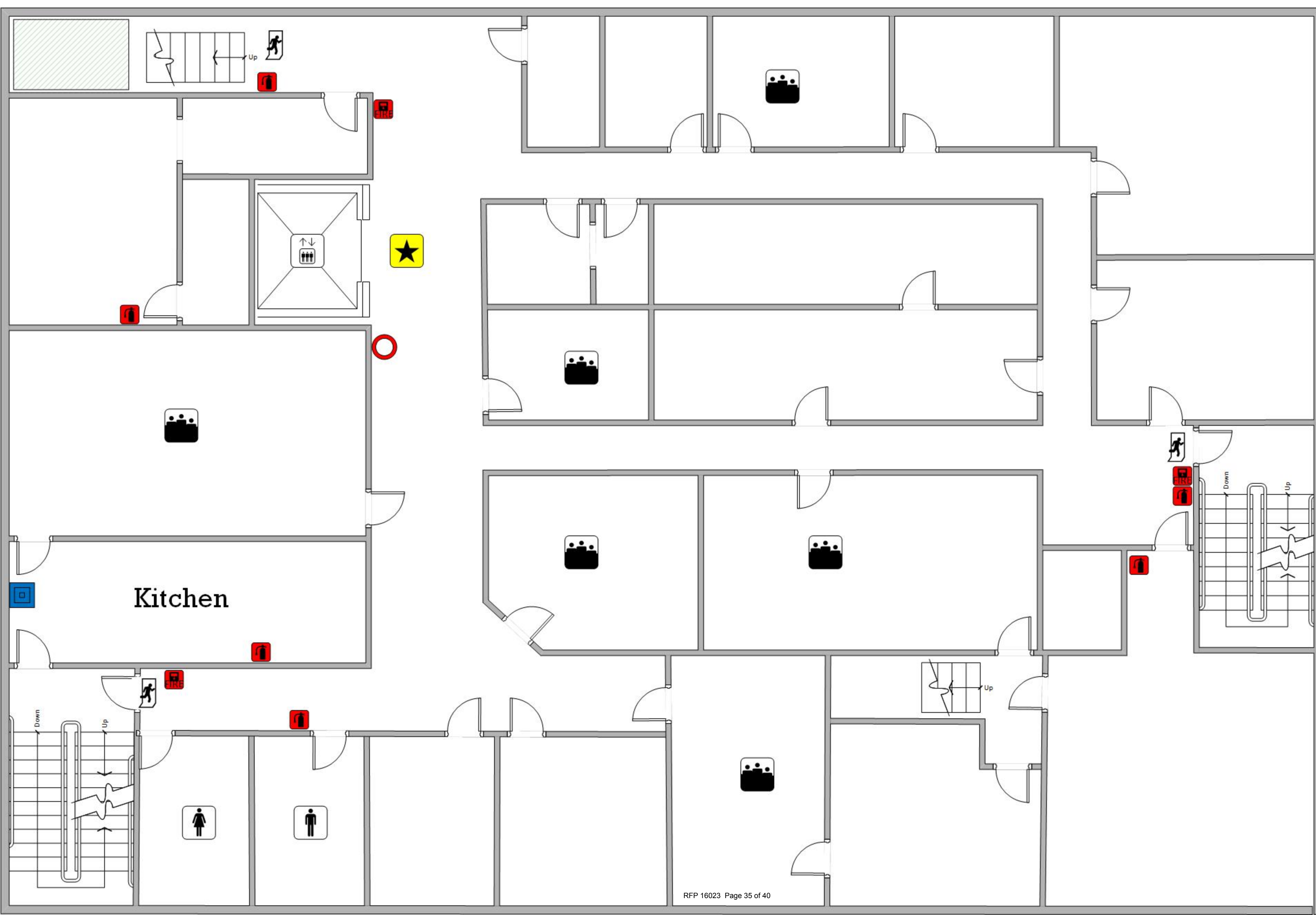
<b>Management Fees</b>	\$17,000
<b>PROPERTY EXPENSES:</b>	
<b>    Inside Building</b>	
Electrical Repairs	\$400
Elevator Main/Phone	\$900
Elevator Maintenance	\$1,000
Fire Alarm Monitoring	\$420
FireAlarm/Other Inspections	\$1,300
HVAC Maintenance	\$10,915
HVAC Extra Service	\$16,600
Janitorial Services	\$26,000
Janitorial Supplies	\$6,000
Keys/Glass/Doors	\$50
Lighting Maintenance	\$2,600
Plumbing Repairs	\$3,000
Security - Inspections /Repairs	\$1,560
Window - Wash	\$1,593
<b>    Outside Building</b>	
Landscaping	\$5,000
Landscaping Pest Control	\$525
Lighting	\$912
Parking Lot Light Pole	\$300
Sanding Snow Removal	\$11,000
Security - Drive By	\$1,455
Misc. Exterior Building repairs	\$6,500
Side Walk Maintenance	\$245
Window - Exterior Wash	\$1,100
<b>Total</b>	<b>\$116,374</b>

**Totals are approximate and for reference only**

# BASEMENT

Legend		
	6	Fire extinguisher
	3	Fire alarm pull
	1	AED
	1	First-aid Kit
	6	Conference room
	1	Toilets, women
	1	Toilets, men
	1	Elevator
	3	Exit
	1	You are here

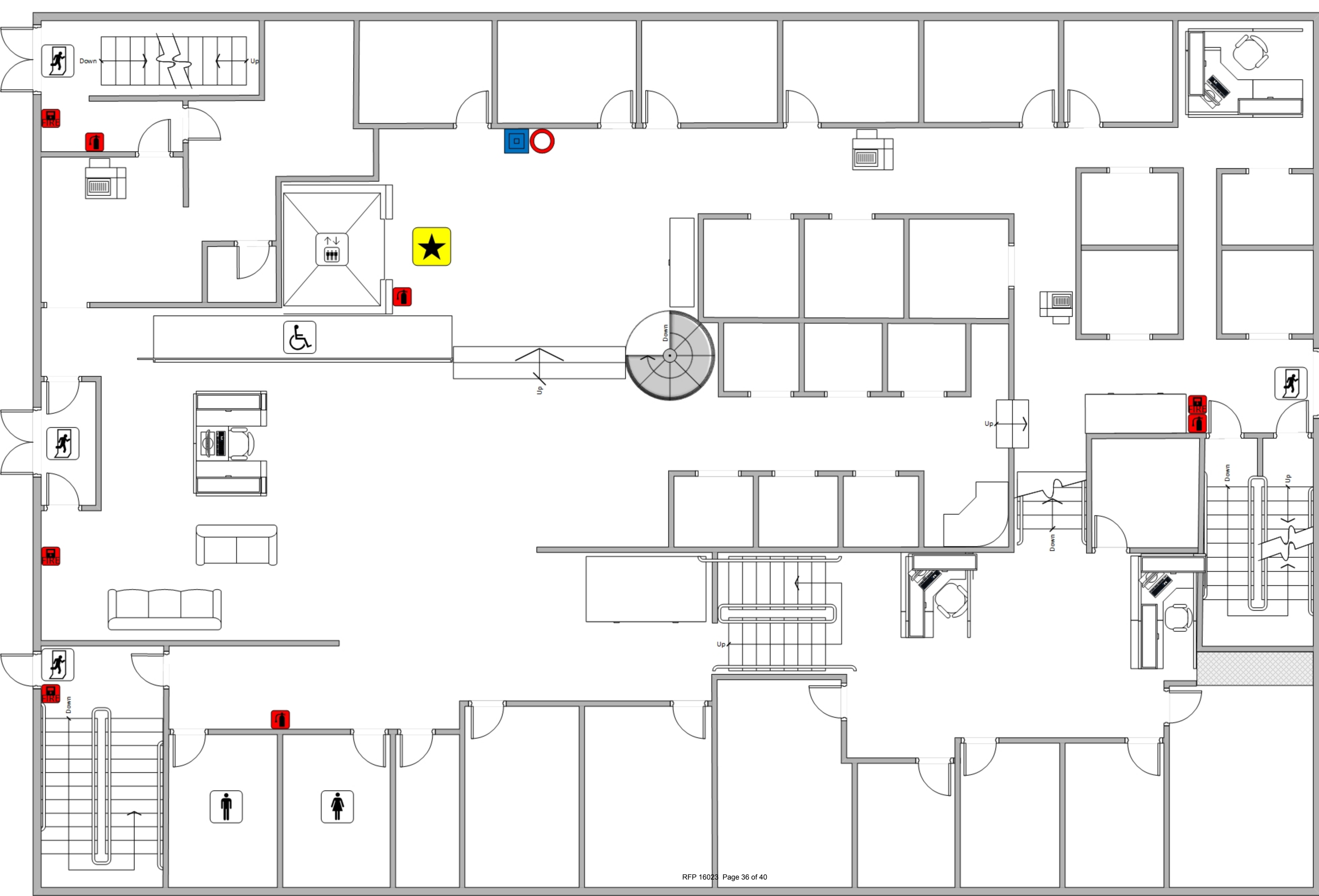
Not to Scale



# FIRST FLOOR

Legend	
	4 Fire extinguisher
	4 Fire alarm pull
	1 AED
	1 First-aid Kit
	1 Accessible
	1 Toilets, women
	1 Toilets, men
	1 Elevator
	4 Exit
	1 You are here

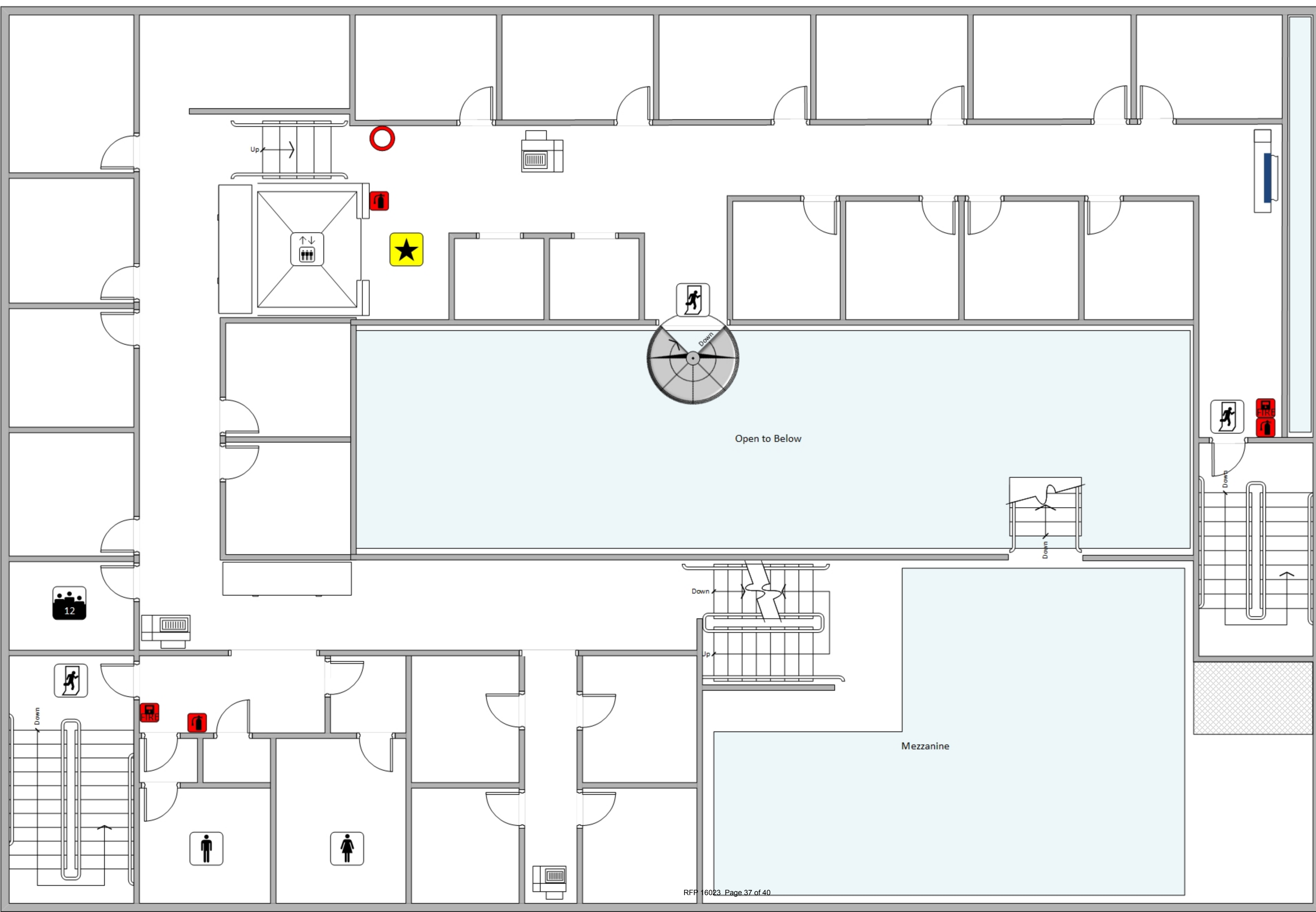
Not to Scale



# SECOND FLOOR

Legend		
	3	Fire extinguisher
	2	Fire alarm pull
	1	AED
	1	Toilets, women
	1	Toilets, men
	1	Elevator
	1	Conference room
		Exit
		You are here

Not to Scale



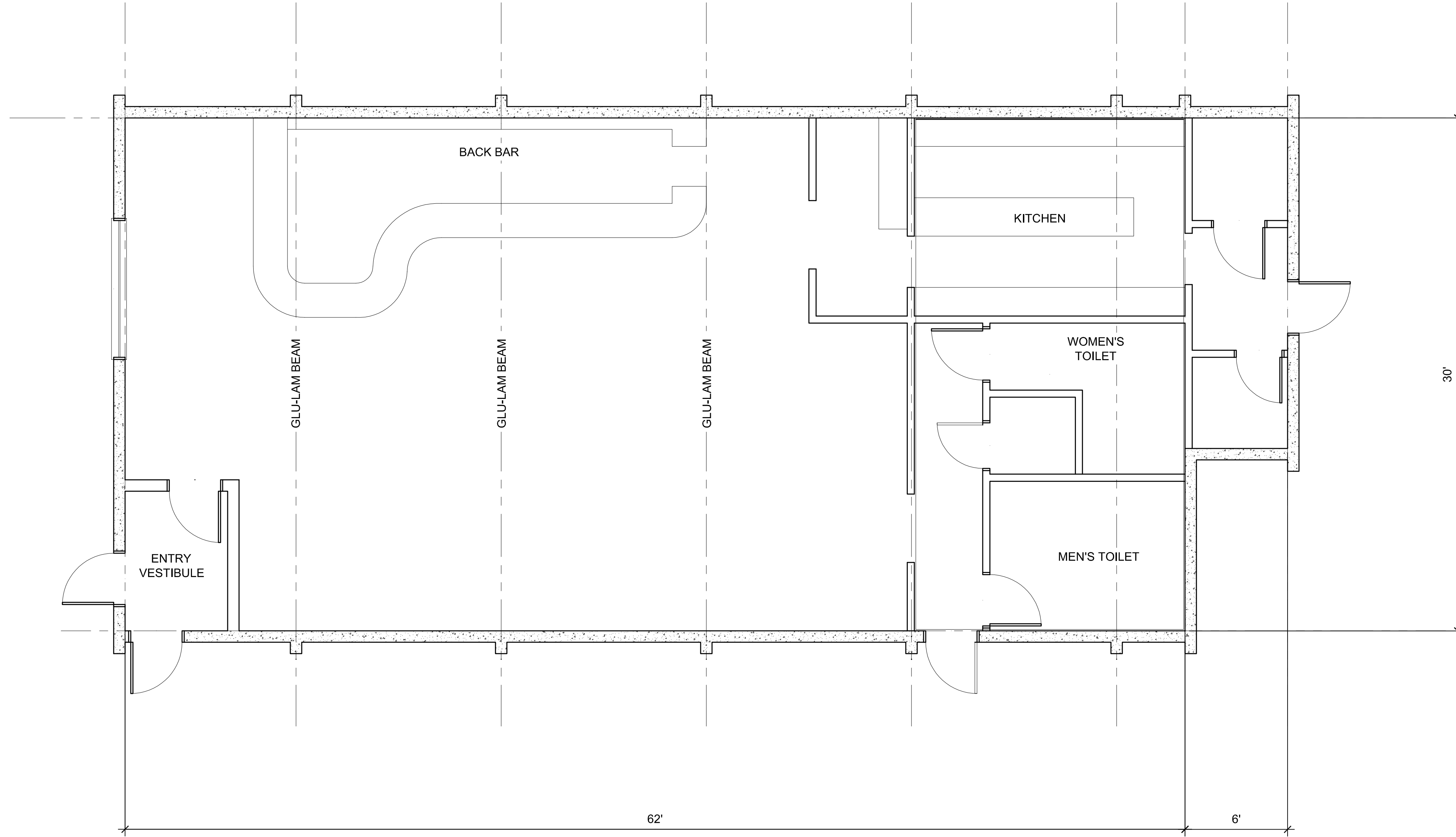
# THIRD FLOOR

Legend	
	Fire extinguisher
	Fire alarm pull
	AED
	First-aid Kit
	Toilets, women
	Toilets, men
	Elevator
	You are here

Not to Scale



1 ASBUILT FLOOR PLAN  
Scale: 1/4"=1'-0"



NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS

PROJECT TITLE: Adult Care Facility  
prepared for Frank Dahl  
Asbuilt  
825 W. Northern Lights Blvd Anchorage, Ak

SHEET NUMBER:

AS-1

JOB NUMBER: 1201

Spreng Associates Inc., AIA  
Architecture & Planning ©2014

2522 Arctic Blvd, Suite #102 / Anchorage, Alaska 99503 / (907)563-5141 / FAX:279-2377  
Job No: 1201 Drawn By: DHC Checked By: GLS Date: 10/2014 Revisions:

**COST PROPOSAL FORM**  
**RFP 16023**  
**AIDEA PROPERTY MANAGEMENT SERVICES**  
**BUILDING MANAGEMENT FEE**

<b>Year</b>	<b>Monthly Amount</b>	<b>Months/Year</b>	<b>Annual Amount</b>
Balance of calendar year 2015	\$	X ___ months	\$
Year 1	\$	X 12 months	\$
Year 2	\$	X 12 months	\$
Year 3	\$	X 12 months	\$
Year 4	\$	X 12 months	\$
Year 5	\$	X 12 months	\$
Year 6	\$	X 12 months	\$
Year 7	\$	X 12 months	\$
Year 8	\$	X 12 months	\$
Year 9	\$	X 12 months	\$
Year 10	\$	X 12 months	\$
	Total Ten Years & Balance of 2015		\$

---

**Signature**

**Date**

---

**Title**

---

**Firm**

---

**Email**

**Telephone**

**Facsimile**