

# STATE OF ALASKA

Division of General Services  
Department of Administration  
550 West 7<sup>th</sup> Avenue, Suite 601  
Anchorage, Alaska 99501

## Robert B. Atwood Building PROFESSIONAL PROPERTY MANAGER REQUEST FOR PROPOSALS #2000-0200-1441 Project # BOA-019-99

### THE STATE OF ALASKA IS SOLICITING OFFERS FOR:

**A professional property manager for the operation of a 374,000 square foot, state-owned building located in downtown Anchorage.**

**RFP ISSUE DATE: SEPTEMBER 20, 1999**

**RFP CLOSING DATE & TIME: OCTOBER 26, 1999;3:00 PM**

**LOCATION: 550 WEST 7<sup>TH</sup> AVENUE, SUITE 601  
ANCHORAGE, ALASKA 99501**

**Offers received after the date and time stated above will not be considered.**

**IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the contracting Officer listed on this document to receive subsequent amendments.**

**Failure to contact the contracting officer may result in the rejection of your offer.**

**All questions AND CORRESPONDENCE REGARDING THIS REQUEST FOR PROPOSALS SHOULD BE DIRECTED TO Loretta Delk, THE CONTRACTING OFFICER.**

<b><u>TELEPHONE</u></b>	<b><u>FAX</u></b>	<b><u>TDD</u></b>
<b>269-0301</b>	<b>269-0308</b>	<b>269-0312</b>

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ATTACHMENTS

- Attachment A: BOA Center Description Information (8 Pages)
- Attachment B: BOA Center Stacking Plan (1 Page)

## SIGNATURE PAGE

This Request For Proposals (RFP) has been released for publication by the Contracting Officer whose signature appears below. The Contracting Officer is the procurement officer for this procurement, is an agent of the State of Alaska, and is authorized to commit the State to any contract or lease which arise from publication of this RFP.

---

**Loretta Delk, C.P.M. Contracting Officer**

By signature on this page, the Offeror certifies that it is complying with all terms and conditions set out in this RFP.

COMPANY SUBMITTING OFFER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDENDA ACKNOWLEDGMENT: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

DATE: \_\_\_\_\_ PHONE: \_\_\_\_\_

ALASKA BUSINESS LICENSE #: \_\_\_\_\_

TAX ID #:

# CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the Offeror or a duly authorized agent of the Offeror and I certify that the Offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the Offeror and which could affect the award of this Request For Proposal to the Offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (A.S. 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference.

As of the closing date of this Request For Proposal, the Offeror holds a valid Alaska business license in one of the following forms:

- (a) a canceled check for the business license fee;
- (b) a copy of a business license application with a receipt date stamp from the State's business license office;
- (c) a receipt from the State's business license office for the license fee;
- (d) the Offeror's valid business license certificate;
- (e) a sworn notarized affidavit that the Offeror has applied and paid for a business license.

2. The Offeror is submitting its offer under the name as it appears on the Offeror's current Alaska business license.

3. The Offeror has maintained a place of business within the State of Alaska staffed by the Offeror or an employee of the Offeror for a period of six (6) months immediately preceding the closing date of the Request For Proposal.

4. The Offeror 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, or is a partnership, and all partners are residents of the State; and,

If a joint venture, is composed entirely of venturers that qualify under (1) through (4) of this certification.

In order to be considered an Alaska Bidder and entitled to the Alaska Bidder Preference, a limited liability company (LLC) organized under AS 10-50-010 - 10.50.995 must meet the requirements of AS 36.30.170(b) and the manager of the LLC must be a resident of the State of Alaska.

\_\_\_\_\_  
Signature of Offeror or Offeror's Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## FOREWORD

This RFP is presented in five sections, along with referenced attachments. The foreword section is this section. Section 1 provides a brief background discussion and describes the purpose of this RFP. Section 2 describes the required scope of services. Section 3 explains the format required to be used by all Offerors. Section 4 describes proposal terms and award provisions pertinent to this RFP. Section 5 presents the property management agreement.

## MEETINGS AND NOTICES

**Offerors with Disabilities:** The State of Alaska complies with Title II of the Americans With Disabilities Act of 1990 (ADA). Individuals with disabilities who may need auxiliary aids, services or special modifications to participate in this procurement should contact the Division of General Services at one of the numbers listed on the front page to make any necessary arrangements.



# 1 INTRODUCTION

## 1.1 Background Information

The State of Alaska owns a 20-story office building and adjacent parking lots located at 550 West 7<sup>th</sup> Avenue, Anchorage, Alaska. This building, named the Robert B. Atwood Building, previously known as the Bank of America Center, is considered one of the highest quality, Class A office buildings in Anchorage. Included with this facility is an underground parking lot, a landscaped plaza at street level and three (3) additional parking lots nearby. All of these facilities are herein referred to as "the Building".

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. Attachment A provides more detailed salient facts, location, condition and improvement description pertaining to this facility.

As of November 1, 1999, a mix of private tenants and state agencies occupy approximately 72% of the useable area. Attachment B is a current stacking plan for the Building. Current plans anticipate that the building will be fully occupied by February of 2000.

The State intends to secure professional services to manage and maintain the Building. The State wishes to develop a cooperative relationship with a qualified, professional property manager. The State expects to approach this arrangement as a typical, facility owner/property manager relationship. The one exception will be retention by the State of the facility leasing and marketing function.

## 1.2 Current Operating Costs

The table below shows a portion of the projected operating costs for the Building during State Fiscal Year 2000, which runs from July 1, 1999 through June 30, 2000. The table presents the approximate anticipated expenses which the property manager will be expected to manage. This table does not include any anticipated capital expenditures.

### 1.2.1.1 Current State Fiscal Year 2000 Budget

Costs Managed by Property Manager	Amount	Percentage
Cleaning & Janitorial	\$306,378	16
All Utilities	\$579,780	31
Snow Removal, Sweeping & Landscaping	\$79,785	5
Security	\$100,280	5
Maintenance, Parts & Supplies	\$406,606	21
Elevator	\$109,920	6
Administration, Taxes, Insurance (Paid by State)	\$310,060	16
<b>Total</b>	<b>\$1,892,809</b>	<b>100%</b>

## 1.3 Purpose of Request for Proposals (RFP)

The Division of General Services, Department of Administration (DOA) is soliciting detailed proposals to secure property management services 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 groundskeeping and landscaping and snow removal. Section 2 below provides a more complete discussion of the required services.

The competitive sealed proposal process allows consideration of factors other than price, including the respondent's prior experience and qualifications to provide the required services.

## **2 SCOPE OF SERVICES**

### **2.1 Objectives**

The DOA desires to engage the services of a entity (Offeror) to operate and maintain the Building and provide property management services as described within this RFP. The DOA 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 property consistent with the Owner's objectives through the efficient balance of tenant and owner's 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 DOA's objectives for the Building. It is the intent of the DOA 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 DOA'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).

### **2.2 Specific Scope of Work**

The following discussion describes the specific scope of work to be performed by the 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. Offerors should give close attention to Section 5, which describes contract terms and conditions.

**2.2.1 Building Operations:**

The 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 the DOA, the Contractor may also provide all or some of these services using its own employees. The Contractor shall provide supervision and contract administration for all personnel and subcontractors engaged in providing routine or periodic operation and maintenance services for the Building. The costs of the services provided by the Contractor and its subcontractors shall be paid for by the DOA using processes outlined in Section 5 of this RFP.

Contractor is required to formally solicit competitive bids or proposals from qualified 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.

Contractor is required to provide to DOA, a draft of each solicitation and a list of potential offerors. Potential offerors chosen by the 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 Contractor will hold an on-site Pre-Proposal Meeting for potential Bidders.

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

**2.2.1.1 Building Engineering:**

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

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

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

**2.2.1.2 Security:**

The Security Contractor, currently Pinkerton Security Co., provides uniformed guard security services for the Building, Monday through Sunday, 24 hours a day. The Security 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 Property Manager, the Building Engineering Contractor or other appropriate parties, of related issues and concerns which require action..

**2.2.1.3 Janitorial:**

The building janitorial contractor, currently, ABM Janitorial Co. provides all janitorial cleaning services for the Building. 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 Building. ABM's duties include cleaning of all suite interiors, cleaning of common areas, trash removal, floor cleaning, etc.

All paper products furnished by the Offeror in the performance of janitorial services shall meet the following minimum post consumer material content:

<u>Product</u>	<u>Minimum % Content</u>
Toilet Tissue	20%
Paper Towels	40%

Post consumer material refers to waste materials and by-products that have been recovered or diverted from the solid waste stream, but such term does not include those materials and by-products generated from and commonly reused within an original manufacturing process.

**2.2.1.4 Fire & Life Safety Systems/Sprinkler Inspection:**

Currently, Vogel Fire Protection ensures the sprinkler system is operational, inspected routinely and all deficiencies are repaired accordingly.

Johnson Controls provides inspections of all smoke detectors and CO monitors..

**2.2.1.5 Elevators Servicing:**

Currently, Otis Elevator provides a full service contract for all (9) elevators in the Building. The Contractor is responsible for contacting Otis Elevator in the event of required "non-routine" repairs and coordinate all entrapments in an efficient and expeditious manner.

**2.2.1.6 Snow and Ice Control:**

The Service Contractor (not currently under contract) shall provide all snow plowing, removal and sanding services for the Building, to include all parking lots, shipping and receiving area and plaza.

**2.2.1.7 Window Cleaning:**

The Service Contractor, currently AAA Window, provides routine interior and exterior window cleaning.

**2.2.1.8 Garage Sweeping/Parking Lot Operation & Maintenance:**

The Service Contractor, currently, Triple A Services is responsible for routine sweeping and cleaning of the garage area and parking lots.

**2.2.1.9 Exterior Landscaping/Interior Plants/Musak:**

The Service Contractor for Exterior Landscaping is currently Faltz Landscaping. This service provides for exterior landscaping including flower planting, weeding, fertilizing and mowing.

The Service Contractor for Interior Landscaping is currently Green Connection. They are responsible for the complete care of all live and silk plants located in the common areas (main lobby and elevator lobbies).

The Service Contractor for the Building's Musak system is Sound Tech.. The system is located in the elevators and elevator lobbies. Building Engineering provides sound adjustments as needed.

**2.2.1.10 Recycling Program:**

A new Recycling Program will be implement on October 1, 1999. Contractor shall review current system and make any recommendations to the Owner as maybe needed. Coordination with Building occupants shall be made to ensure and encourage participation in the program.

The current Service Contract is with Anchorage Refuse and the drop-off and pick-up point is located in the Building's shipping and receiving area.

**2.2.2 Annual Business Plan:**

The Contractor shall prepare a draft annual business plan by August 1 of each year for review and approval by the DOA. A final annual business plan must be in place by September 1. The proposed Business Plan must include 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 the DOA.

The annual operating budget must depict the 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 DOA 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)
- a. Leasing Plan –
  1. Current Market Overview
  2. Current Comparable's with rates, sf. and terms.
  3. Project Leasing Activity
    - a. Renewals: suite #, tenant name, date of expiration/commencement, projected rate, term, tenant improvement allowance, - Current Year
    - b. Expirations: suite #, tenant name, sf., total sf. by year, date of expiration - 5 year forecast.
  1. Future Rent Analysis
    - a. Identify: suite no., private tenant, lease dates, revenue for tenant for (5) years.
- c. Month Budget Plan
  1. List total expenses by months.
  2. List total capital expenses by month.

- d. Fiscal Operating Budget -
  1. List detailed expenses and capital by month and general ledger account number.
  2. Provide totals by month and GL account.
  3. Provide GL Account Description summary, detailing method of planned expenses.
- e. Capital Budget –
  1. Provide detailed written narrative of requirement and purpose of items.
  2. Provide (5) year forecast summary and a supported narrative.
- e. Variance Analysis –
  1. Identify by GL account previous (4) years actualize, current budget year variances.

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 or increase revenues (which may allow payment of an incentive fee). Subject to reasonable notice, other periodic forecasting will also be needed as required by the DOA.

### **2.2.3 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 DOA may elect to pay some costs directly. The Contractor shall handle collection of all revenues (defined as "Gross Monthly Collections") due the State for use of the Building.

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. All annual accounting for the obligation of funds will be based on the state's fiscal year (July-June) and will make adjustments necessary to be in compliance with the state's accounting practices & procedures. Diligence is required in collection of rent and initiation of appropriate collection actions as necessary. The Contractor shall use a delinquency reporting system to monitor timely receipt of all revenue. The Contractor's collection role shall be administrative, and shall not extend to additional means such as use of collection agencies or legal proceedings unless directed otherwise.

The Contractor shall provide to the DOA a monthly financial report by the 10<sup>th</sup> of each month, reflecting the status of each individual revenue and expenditure account, providing both monthly and cumulative totals in a format approved by the DOA. All accounting data shall be the property of the DOA, and shall be delivered in both an electronic and paper format approved by DOA. Included in the Monthly Financial Report will be the following items (see DOA for sample format:

- 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

#### **2.2.4 Year End Expenditure Adjustments:**

Contractor shall provide to DOA by March 15<sup>th</sup> 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 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 DOA., work shall be completed within a time-frame dictated by DOA.

#### **2.2.5 Tenant Lease Services:**

The 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 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.

##### **2.2.5.1 Tenant Services Plan**

The Contractor shall prepare a 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.

##### **2.2.5.2 Private Tenant Leases**

Contractor shall familiarize themselves with the terms and conditions of the Building's private leases. The Contractor shall also be required to act as the DOA'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 the DOA, 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 DOA. Original copies of all documents, billings, etc. received by or sent by the Contractor shall be delivered to DOA.

### **2.2.6 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 the DOA.

“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.

### **2.2.7 Management of Common Space Areas:**

#### **2.2.7.1 Conference Rooms:**

The Contractor shall schedule for the State’s use the (3) identified Building Conference Rooms, located on the 6<sup>th</sup>, 12<sup>th</sup> and 18<sup>th</sup> floors. This will include management and set-up of audio-visual and teleconferencing equipment provided by the DOA to be located on the 18<sup>th</sup> floor.. Physical set-up of chairs and tables will be the requirement of the user.

#### **2.2.7.2 Building Vending & Coffee Rooms:**

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

#### **2.2.7.3 Mail Room:**

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

#### **2.2.7.4 Building Keys:**

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

### **2.2.8 Management Reporting:**

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

1. Executive summary
2. Leasing
  - a. Deferred Conditions Report
  - b. Stacking Plan – USF and RSF
1. Management
  - a. Building Activity
    1. Major Projects / General Building
    2. Engineering / Life Safety
    3. Engineering Contractor Assistance
    4. Miscellaneous

5. Monthly Parking Summary
6. Miscellaneous
  - a. Building notices
  - b. Building meetings
  - c. Incident Reports
  - d. Other

### **2.2.9 On Site Management & Office:**

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

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

### **2.2.10 Emergency Response:**

The Contractor will provide a pager for the Property Manager for after hours use. The Property Manager will be responsible for reacting to all Building related emergency calls immediately.

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 the DOA in advance and, in any event, notifies the DOA within forty-eight (48) hours explaining the reasons for taking the required actions.

### **2.2.11 Miscellaneous Services:**

#### **2.2.11.1 File Management:**

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

#### **2.2.11.2 Tenant and Vendor Insurance Requirements:**

The Contractor is required to provide a system which ensures all contractors and vendors working in the building (as hired by 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. Contractor is to notify all contractors, vendors and tenants prior to expiration of an insurance certificate.

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. These requirements are discussed in more detail in Section 5 below.

#### **2.2.11.3 Procuring Building Supplies:**

The Contractor shall obtain building supplies from vendors which provide the highest level of savings, quality products and meet any specific requirements for

the Building. Contractor as requested by DOA 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 DOA.

#### **2.2.11.4 Incident and Security Reports:**

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

#### **2.2.11.5 Parking Lot Enforcement and Monitoring:**

Contractor is responsible for coordination of Building Engineering policing of all (3) parking lots and underground garage. Enforcement is described as weekly visual inspection of compliance with Building issued hanging tags. Violators are to be towed or ticketed. One warning ticket is to be issued to violators. Contractor is to maintain a log of vehicles receiving tickets. Upon the second violation, Contractor shall coordinate towing of the vehicle at the vehicle owners expense and liability. Contractor shall immediately tow any vehicle parked in a designated handicap parking space or contact Anchorage Police and a ticket issued.

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

#### **2.2.11.6 Meetings:**

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

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

Contractor shall attend all meetings as reasonably requested by DOA.

### **2.3 Additional Services:**

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

#### **2.3.1 Private Tenant Leasing & Marketing Services:**

It is the DOA's intent to diminish and eventually eliminate private tenant usage of the Building. The DOA intends to handle the negotiation activities needed to effect this goal using other resources. The 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 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 the DOA elects to use the Contractor for this purpose.

#### **2.3.2 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 the identification of scopes of work, the solicitation of competitive bids, 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 the DOA. Activity required under this requirement will be compensated by payment of a construction management fee. This element applies to work other than routine repairs, replacement and maintenance that are included in the annual spending plan.

**2.3.3 Other Business Office Services:**

The Contractor may be requested to provide additional business office support services at the Building. 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 Building. Activity required under this requirement will be compensated by payment of a negotiated business support services fee.

## **3 PROPOSAL FORMAT REQUIREMENTS**

### **3.1 Required Proposal Format**

All proposals submitted in response to this RFP should be in the following format.

One (1) original and six (6) complete copies of the proposal are to be submitted, in separate binders, and appropriately tabbed for ease of reference. Proposals must be on 8-1/2 x 11 paper, be three hole punched and bound. All text should be submitted in 12 point font.

The narrative portion of the proposal should not exceed 25 (twenty-five) single-spaced pages. Proposals should be prepared simply and economically, providing a concise description in response to requested information. The Offeror must address all the response items, and in the order and with the same numerical sequence reflected below.

Under each Response Item listed below is a narrative providing additional detail regarding what the Offeror should provide for each of the Response Item categories.

### **3.2 Response Items**

#### **3.2.1 Table of Contents:**

Provide a table of contents which reflects page numbers.

#### **3.2.2 Introduction:**

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.

#### **3.2.3 Understanding of Required Services:**

Provide a discussion of your firm's understanding of the proposed contract as discussed in the Scope of Services 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 the DOA to determine the Offeror's understanding of the services to be accomplished.

#### **3.2.4 Firm Capabilities, Experience & References:**

Provide a discussion of your firm's experience. The Contracting Officer, or a designee, may check business and financial references for each Offeror and report the results of this review back to the evaluation committee. At a minimum, the following information should be provided.

##### **3.2.4.1 Firm Background:**

Provide a discussion of your firm's ownership, headquarters, branch or affiliate offices.

##### **3.2.4.2 Firm Structure/Impact of Contract:**

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.).

##### **3.2.4.3 Firm Qualifications, Experience & Business References:**

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.

Describe your firm's safety program and record. 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. The DOA 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. The DOA reserves the right to request additional references.

#### **3.2.4.4 Quality Assurance Program:**

Provide a discussion of your firm's ability to evaluate the effectiveness of its services (i.e., quality assurance programs).

#### **3.2.4.5 Financial References:**

Provide financial references to attest to your firm's financial capability and performance record.

#### **3.2.5 Key Project Personnel:**

Identify all management individuals, and key project personnel you plan to utilize on this engagement. Discuss their responsibilities and indicate the percentage of time each key project person will be spending on the project. Identify the property manager who will be located on site and the accountant who will provide services for the Building. Include the proposing firm and any joint venturing firms.

Resumes prepared specifically for this proposal for the property manager and other key management staff are required. Resumes must discuss and describe the individual's qualifications and experience relevant to this RFP. Also include a proposed organization chart which shows the proposed staffing and organization for this RFP.

Listing of previous projects are not useful unless the individual's specific duties and responsibilities and how they relate to this proposed engagement are discussed. Resumes are to be submitted as attachments to the proposal, and will not count against the 25 page limit.

#### **3.2.6 Building Operations Plan:**

Provide a detailed discussion of the operations plan for the provision of the required property management services. Please refer to the scope of required services provided in Section 2 of this RFP.

Be specific in describing how the services specified in this RFP are to be delivered and managed. 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.

#### **3.2.6.1 Building Operations, Maintenance & Engineering:**

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. Describe how sub-contractors will be selected for solicitations, how service scopes will be developed, how sub-contractor proposals will be

evaluated, and how cost effectiveness will be determined. Describe how on-going sub-contractor performance will be measured.

**3.2.6.2 Annual Business Plan:**

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.

**3.2.6.3 Financial Management & Accounting:**

Provide a description of how your firm will address the financial management and accounting requirements. Provide a sample monthly financial report.

**3.2.6.4 Routine Maintenance and Minor Tenant Improvement Management Services:**

Provide a description of your firm's approach to provide the required scope development and management services.

**3.2.6.5 Management of Common Space Areas:**

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.

**3.2.6.6 Management Reporting:**

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.

**3.2.6.7 On Site Management & Office:**

Provide a discussion of any issues or concerns related to meeting the requirement to maintain on site management.

**3.2.6.8 Miscellaneous and Additional Services:**

Provide a description of your firm's method of office document and records control and how your firm will handle supervision of the building engineer contract, environmental issues and emergencies.. Provide an explanation of how your firm will provide the identified additional services of private tenant space leasing and marketing, project management services, and other business office support services.

**3.2.6.9 Tenant Services**

Provide a description of your firm's approach to managing the delivery of services to tenants. Describe how tenant requests will be received, tracked and reported. Describe how priorities will be established for response to tenant requests. Provide a list of any special computer programs or equipment used. Describe how a Tenant Services Plan will be developed and what mechanisms you anticipate to be included in that Plan.

**3.2.7 Cost Proposal:**

By Alaska statute and regulation, the cost of a proposal must be an evaluation factor. There is one cost element for purposes of evaluation and assigning points under this RFP. This element is the building management fee. The "Building Management Fee" is defined as the annual fixed fee payable to the 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 required services section, the building management fee shall cover all Contractor costs to manage and supervise provision of building operations, maintenance & engineering including subcontractor 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.

The cost proposal should be submitted in a separate sealed envelope. Any proposal without a cost component 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.

### **3.2.8 Alaska Bidder Preference:**

If qualified, provide a signed copy of the "Certificate of Qualification for Alaska Bidder Preference". Note that the firm's name on the submitted proposal **must** be the **same** as appearing on the firm's **current** Alaska business license.

### **3.2.9 Employment Program, Alaskan With Disability & Employer of People With Disabilities Preferences:**

If the Offeror is providing services through an employment program as defined in AS 36.30.990(10), or qualifies for an Alaskan With Disability Preference or an Employer of Disabilities Preference as described in AS 36.30.170 and AS 36.30.250, it is the responsibility of the Offeror to include in their proposal an affidavit to this effect.

### **3.2.10 Joint Venture Agreement (if applicable):**

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.

### **3.2.11 Proposal Signature Page/Addenda Acknowledgments:**

The Offeror shall submit the signature page and acknowledge receipt of required addenda.



## **4 PROPOSAL TERMS & AWARD PROVISIONS**

### **4.1 Authority**

Award of the contract will be made in accordance with the State Procurement Code, in particular AS 36.30.200-260, and the relevant regulations of the Alaska Administrative Code (2 AAC, in particular 2 AAC 12.215-310).

### **4.2 Minimum Requirements**

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.

#### **4.2.1 Valid Alaska Business Licenses:**

All Offerors **must** have a valid Alaska business license at the time designated for opening of the proposals (AS 36.30.210(e)).

#### **4.2.2 Other Licenses**

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.

#### **4.2.3 Bonding & Insurance Warrant:**

Offerors must warrant they possess the capability to meet the insurance and performance bond requirements described under Section 5.

#### **4.2.4 Minimum Prior Experience:**

The Company, the on-site Property 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.

##### **4.2.4.1 Company:**

Property Management Company must have provided commercial third party property management services for a minimum of (3) Buildings of at least 50,000 rsf each since January of 1995.

##### **4.2.4.2 Property Manager:**

The on-site Property Manger must have provided at least three years of commercial property management services since January 1995 for at least one building of at least 50,000 rsf. Experience is desirable with general administrative and reporting functions, bid solicitations, construction management, contract management, budget preparation, lease administration, tenant services/retention, life/safety procedures and risk management.

##### **4.2.4.3 Property Accountant:**

The Property Accountant must have a minimum of (5) years experience since January 1990 with the standard preparation of financial documents for commercial real estate properties.

### **4.3 Issuing Office Address & Telephone Number**

The issuing office address and telephone number for this RFP is:

Department of Administration

Division of General Services  
 550 W. 7<sup>th</sup> Avenue, Suite 601  
 Anchorage, Alaska 99501  
 Telephone: (907) 269-0301  
 Fax: (907) 269-0308

#### 4.4 Contact Person

Any technical or procedural questions regarding this RFP, contract documents, or associated information should be addressed to the Contracting Officer, Loretta Delk, C.P.M. at the issuing office address noted above, or by phone at 269-0301.

#### 4.5 Required RFP Review

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

#### 4.6 Estimated Procurement Process Schedule

Below is the issuing agency's estimated time schedule. This schedule is for informational purposes only. Actual dates may vary depending on the response to this RFP.

<b>Step</b>	<b>Date / Time</b>
RFP Available	9/20/1999
Preproposal Meeting	9/30/1999, 10 am
Deadline for Submitting Proposals	10/26/1999 3:00 pm
Oral Presentations	11/1/- 11/2/1999
Proposed Notice of Intent to Award	11/3/1999
Proposed Contract Award Date	11/16/1999
Proposed Contract Start Date	11/22/1999

#### 4.7 News Releases

News releases pertaining to this RFP and resulting contract **may not** be made without prior written approval of the issuing office.

#### 4.8 Solicitation/Advertising

Public notice has been provided in accordance with 2 AAC 12.220. The DOA assumes no liability for incorrect addresses, and delivery of written correspondence or RFP packages by public or private carriers.

#### 4.9 Questions Received Prior to Opening of Proposals

There are generally two types of questions. One involves directing the questioner to the specific section of the RFP where the answer may be found. Responses to these questions may be given over the phone.

The second type of question involves clarifying or interpreting parts of the RFP. Offerors must put these type of questions in writing, or raise them during the

preproposal meeting. Response to this type of question will be provided to all potential Offerors in a written response.

#### **4.10 Preproposal Meeting**

**A preproposal meeting will be held at the Atwood Building, September 30, 1999, beginning at 10 a.m.**

All Offerors are encouraged to attend the preproposal meeting.

The preproposal meeting will be a potential Offeror's only opportunity for oral questions. If as a result of this meeting, the DOA determines that changes are necessary in the requirements or conditions of the required services, a written addendum to the RFP may be issued following this meeting.

#### **4.11 Addendum Requirements**

Should the DOA consider it necessary to revise any part of this RFP, or to lengthen the proposal deadline period, an addendum will be issued to all potential Offerors who were previously issued the RFP. Every reasonable effort will be made by the DOA to insure that RFP holders receive each addendum when issued. Each addendum will be sent to the address of the individual or company requesting the RFP. Failure of an Offeror to acknowledge receipt of addenda may result in the rejection of their proposal.

#### **4.12 Proposal Withdrawal and Correction**

Amendments or withdrawals of proposals will only be allowed if an acceptable written request is received prior to the specified deadline for submission of proposals. This request must provide authorization for the person to make the correction or withdrawal. No amendments or withdrawals will be accepted after the deadline unless in response to a DOA request in accordance with 2 AAC 12.290.

#### **4.13 Deadline for Receipt of Proposals**

Proposals must be received no later than **3:00 PM, Alaska Standard Time, on the date noted herein**. Failure to meet the deadline will result in disqualification of the proposal without review.

Respondents must mail one (1) original and six (6) copies of their proposal to the issuing office or hand deliver to the offices of the Division of General Services, Department of Administration. Whether the proposals are mailed or hand-delivered, they must be in a sealed envelope clearly labeled:

Department of Administration  
Division of General Services  
REQUEST FOR PROPOSALS #2000-0200-1441  
Re: Robert B. Atwood Building - Property Manager  
Attention: Loretta Delk, C.P.M. Contracting Officer This proposal is submitted by:.... (Offeror's Name)

#### **4.14 Right of Rejection**

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

Offerors may not restrict the rights of the State or qualify their proposal. If an Offeror does so, the Contracting Officer may determine the proposal to be a nonresponsive counter-offer and the proposal may be rejected.

The Contracting Officer may waive minor informalities that:

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

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

#### **4.15 Incurred Costs**

No costs incurred by the Offerors in preparation of proposals, including travel and personal expenses, may be charged as an expense of performing the contract. The DOA shall not be subject to payment for costs incurred for proposal preparation or contract preparation as a result of valid and legal termination of this RFP, or termination of the contract resulting from the award of this RFP.

#### **4.16 Authorized Signature**

Proposals must be manually signed in ink by an individual authorized to bind the Offeror to its provisions. The proposal must remain valid for at least one hundred and twenty (120) days from the proposal receipt deadline.

#### **4.17 Noncollusion**

By signature on the signature page, the individual signing the proposal is certifying under penalty of perjury, that the offer submitted was independently arrived at without collusion.

#### **4.18 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the DOA and may be returned only at the DOA's option. AS 09.25.110 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 issuance of the notice of intent to award. 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 Contracting Officer do so, and if the Contracting 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.

#### **4.19 Alternate Proposals**

The DOA will not accept multiple proposals from the same Offeror. In accordance with 2 AAC 12.830, alternate proposals (proposals that offer something different than what is asked for) will be rejected.

#### **4.20 General Compliance**

Offerors will fully comply with all terms of this RFP. Offerors that do not comply may be rejected.

#### **4.21 Offeror's Certification**

By submission of a proposal, the Offeror certifies that the Offeror shall comply with:

1. the laws of the State of Alaska;
2. the American With Disabilities Act of 1990, and the regulations issued thereunder by the federal government;
3. the applicable portions of the federal Civil Rights Act of 1964;
4. the Equal Employment Opportunity Act 1990, and the regulations issued thereunder by the federal government;
5. Contractor Work Hours and Safety Act;
6. all terms and conditions set out in this RFP;
7. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
8. that their offers will remain open and valid for at least one hundred and twenty (120) days.

By signature on their proposal, Offerors also certify that programs, services and activities provided to the general public under the resulting contract are in conformance with the Americans With Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any Offeror fails to comply with (1) through (8) of this paragraph, the DOA may reject the offer if no award has yet been made, or terminate any resulting contract, or consider the Contractor in default of any resulting contract.

#### **4.22 5% Alaska Bidder Preference**

An Alaska bidder preference of 5% will be applied to the cost proposal prior to evaluation. The preference will be given to a person who:

1. holds a current Alaska business license;
2. submits an offer for goods, services, or construction under the name as appearing on the person'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 offer;
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, or is a partnership and all partners are residents of the State; and
5. if a joint venture, is comprised entirely of ventures that qualify under (1) through (4) of this subsection.
6. is a limited liability company (LLC) organized under AS 10.50.010-10.50.995 must meet the requirements of AS 36.30.170(b) and the manager of the LLC must be a resident of the State of Alaska.

The Offeror must qualify under these requirements and complete the form, entitled "Certificate of Qualification for Alaska Bidder Preference," included with this RFP.

#### **4.23 Alaska Offeror's Preference**

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska Bidders, as defined in AS 36.30170(b) and described in Section 4.24 above, are eligible for the preference. The available preference points will be added to the overall evaluation score of each Alaska Offeror.

#### **4.24 Employment Program, Alaskan With Disability & Employer of People With Disabilities Preferences**

This section describes three additional preferences related to people with disabilities. In each case, an Offeror must meet each of the specific requirements described below, and add value by actually performing, controlling, managing, and supervising the services provided.

If the Offeror qualifies for the Alaska Bidder Preference, is offering services through a qualified employment program, and offers a proposal that is not more than fifteen (15) percent higher than the lowest proposal, the Contracting Officer will award the maximum number of points allocated for cost to that Offeror.

If the Offeror qualifies for the Alaska Bidder Preference, is a sole proprietorship owned by a person with a disability, a partnership if each of the partners is a person with a disability, or a corporation that is wholly owned by individuals and each of the individuals is a person with a disability, and offers a proposal that is not more than ten (10) percent higher than the lowest proposal, the Contracting Officer will award the maximum number of points allocated for cost to that Offeror.

If the Offeror qualifies for the Alaska Bidder Preference, employs a staff that is made up of fifty (50) percent or more people with disabilities, and offers a proposal that is not more than ten (10) percent higher than the lowest proposal, the Contracting Officer will award the maximum number of points allocated for cost to that Offeror.

The Division of Vocational Rehabilitation in the Department of Education keeps a list of qualified employment programs, a list of those entities who qualify as persons with a disability, and a list of persons who qualify as employers with fifty (50) percent or more of their employees being persons with disabilities. A person must be on this list at the time the proposal is opened to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the employment program or disabilities preferences described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the Contracting Officer a copy of their certification letter. Offerors must attach a copy of their certification letter to their proposal. The Offeror's failure to provide the certification letter with their proposal will cause the DOA to disallow the preference.

#### **4.25 Evaluation of Proposals**

##### **4.25.1 Evaluation Factors:**

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

<u>Criteria</u> .....	<u>Points</u>
1. Understanding of Required Services .....	5
2. Firm's Qualifications & Experience .....	10
3. Key Personnel's Qualifications & Experience .....	15
4. Building Operations Plan.....	10
5. Tenant Services Plan.....	10
6. Proposal's Cost (as adjusted by Alaska Bidder Preference).....	40
7. Alaska Offeror's Preference.....	<u>10</u>
<b>Maximum Possible Points</b>	<b>100</b>

**4.25.2 Qualitative Evaluation Factors:**

The following is a brief discussion of the considerations that will be reviewed under each qualitative evaluation factor.

**4.25.2.1 Understanding of Required Services:**

The evaluator needs to determine how well the Offeror demonstrates a clear and complete understanding of the services required, particularly in light of the DOA's stated objectives for this contract.

**4.25.2.2 Firm's Qualifications & Experience:**

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 has performed similar services for modern, high-rise, office buildings and the quality of the 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 references will be taken into account.

**4.25.2.3 Property Manager's and Key Personnel Qualifications & Experience:**

The evaluator will assess the specific qualifications and previous experience and performance of the Offeror's proposed property manager. Of particular importance is whether the proposed property manager has performed similar services for modern, high-rise office buildings, and the quality of the work performed. Information obtained by checking references will be taken into account.

**4.25.2.4 Building Operations Plan:**

The review under this item will be an assessment of how well the Offeror's proposed maintenance and operations plan specifically addresses each work task or responsibility described in the specific scope of work discussion under Section 2 of this RFP. The evaluator needs to determine whether the proposed method for accomplishing the required services will allow the DOA to achieve its stated objectives for this contract.

**4.25.2.5 Tenant Services Plan**

The review of this item will be an assessment of the Offeror's plan for fostering positive tenant relations. The plan should include at a minimum, the frequency of tenant contacts, the content and methods for dissemination of tenant information, fire and life safety information, emergency procedures, newsletters, service information and the means to measure and assess tenant satisfaction with building services.

**4.25.3 Cost Evaluation:**

Cost will be an evaluation factor. Prices quoted shall be in U.S. funds and include all applicable fees and costs.

For the purpose of evaluating cost, the proposed costs of an Offeror who qualifies as an Alaska bidder under AS 36.30.170(b) shall be reduced by five percent. The proposal with the lowest cost will receive the highest number of points allocated to the cost factor. The points awarded for the cost factor will be determined in accordance with the following formula.

$$\frac{\text{Lowest Cost Proposal}}{\text{Offeror's Cost Proposal}} \times (\text{Maximum Evaluation Points for Cost}) = \text{Cost Points}$$

**4.25.4 Oral Presentations:**

Following receipt of the proposals, the selection committee will review each proposal, and confer with technical and legal staff as desired. Offerors will also be required to meet privately with the selection committee to give an oral presentation of their proposal and to answer questions from the committee about their proposal.

Offers will be contacted by the Contracting Officer at the issuing office address noted above to arrange a specific appointment time. **Participation in the oral presentations is mandatory.** The Offeror's presentation team must include, at a minimum, the firm's principal in charge of the contract engagement, and the proposed property manager.

Each oral presentation will last a maximum of forty-five (45) minutes. All information and materials discussed shall be confined to those submitted with the proposal. The DOA does not want to receive additional presentation materials or a lengthy presentation by the Offeror. The DOA intends to conduct these sessions in a more informal, interview format, with ample opportunity for evaluation committee members to ask questions. The Offeror's initial presentation should be principally a brief introduction of the firm and key individuals, and should not last more than ten (10) minutes.

The entire evaluation committee will participate in oral presentations. Any Offeror's costs to attend the oral presentation will be borne by the Offeror. Final qualitative point totals may be adjusted by individual evaluation committee members based on information presented during the oral presentations.

**4.25.5 Clarification of Offers:**

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

**4.25.6 Discussion with Offerors**

As determined by the evaluation process, all Offerors reasonably susceptible of award may be offered the opportunity to discuss their proposals with the Contracting Officer or evaluation committee and the proposal may be adjusted as a result of the discussion. All discussions and actions will be in accordance with AS 36.30.240 and 2 AAC 12.290. The Contracting Officer may limit discussions to



specific sections of the proposals received or specific sections of the RFP. Discussions, if held, will be after the initial evaluation of proposals by the evaluation committee.

Following discussions, the Contracting Officer may set a time for best and final proposal submissions from those Offerors with whom discussions were held. The final and best proposal submission must be in writing. Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the Contracting Officer.

Offerors with a disability needing accommodation should contact the Contracting Officer prior to the date set for discussions so that reasonable accommodation can be made. Auction techniques that reveal one Offeror's price to another, and disclosure of any information derived from competing proposals, are prohibited.

#### **4.25.7 Amendments to RFP After Proposals Received**

If, after receipt of proposals under this RFP, there is a need for any substantial clarification of or material change in the RFP, the request will be amended to incorporate the clarification or change, and a date and time established by the Contracting Officer for receipt of new or amended proposals.

#### **4.26 Funding Contingency**

Funding for work under this RFP after State Fiscal Year (FY) 2000, which is June 30, 2000, is dependent on an act by the state legislature to appropriate funds.

#### **4.27 Contract Term and Renewal Options**

The contract term will be for three (3) years needed to ensure the term end coincides with the end of the State's fiscal year, with three (3), one (1) year options to renew at the DOA's sole discretion. The annual building management fee shall be the same dollar amount for each year. Reasonable requests for fee adjustments during the option years will be considered based on new cost and pricing data submitted by the Contractor.

#### **4.28 Late Proposals**

Proposals received after the time and date set for their receipt will **not** be accepted. Late proposals will be time and date stamped on the outside of the envelope containing the proposal and will be returned to the Offeror unopened.

#### **4.29 Conflict of Interest**

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

#### **4.30 Payment of Taxes**

If it is discovered that the Contractor is in arrears on taxes, the contract shall not be awarded until the Department of Revenue notifies and approves of the payment provisions of the contract.

### **4.31 Contract Personnel**

The DOA may elect to terminate a contract entered into pursuant to this RFP for the subsequent departure or removal of the submitted individual to serve as property manager.

### **4.32 Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the DOA's rights under any contract resulting from the RFP will be considered null and void. The DOA is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

1. 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
2. if the DOA'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.

### **4.33 Contract Negotiations**

After evaluation of proposals the Contracting Officer will negotiate with the Offeror of the highest ranked proposal for the purpose of obtaining contract terms consistent with the solicitation and with terms favorable to the DOA. If changes are made to the proposal during contract negotiations, the changes must be reasonable; however, the changes may not have the effect of changing the ranking of the highest ranked proposal.

If contract negotiations are commenced, they may be held at the Building in Anchorage, Alaska. If the contract negotiations take place in Anchorage, Alaska, the Offeror will be responsible for their travel and per diem expenses.

### **4.34 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 the Offeror and the DOA after a good faith effort, simply cannot come to terms, the DOA may terminate negotiations with the Offeror initially selected and commence negotiations with next highest ranked Offeror.

### **4.35 Notice of Intent to Award**

After completion of contract negotiations, the Contracting Officer will issue a written Notice of Intent to Award (NIA) and send copies to all Offerors. This notice will contain the names and addresses of all Offerors and will identify the proposal selected for award. The scores, prices and placement of other Offerors will not be part of the NIA.

### **4.36 Protests**

Pursuant to AS 36.30.560 and AS 36.30.565 of the State Procurement Code, an interested party may protest the award, proposed award or solicitation of this

contract. The protest shall be filed with the Contracting Officer in writing and include the following information:

1. 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.

#### **4.37 Contract Agreement**

The property management contract will be prepared by the DOA and will include all the terms and conditions of this RFP. Section 5 presents the terms that will likely be included in the property management contract.

## **5 PROPERTY MANAGEMENT AGREEMENT**

The following agreement will be used for the engagement of the Building Property Manager