

**STATE OF ALASKA
STANDARD LEASE FORM**

BOOK 130 PAGE 736
Valdez Recording District

THIS INDENTURE, entered into this 4th day of October, 1996, by and between

**The City of Valdez
Mary Kevin Gilson Medical Center
PO Box 550
Valdez Alaska, 99686**

hereinafter called the Lessor, and

**STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION -06**

hereinafter called the Lessee:

WITNESSETH:

That the Lessor does hereby demise and let unto Lessee the following described premises, to wit:

Approximately 710 square feet of dedicated office space and clinical space and approximately 184 square feet as a prorated share of common use area located on the ground floor of the Mary Kevin Gilson Medical Center at 1001 Meals Avenue, Valdez, Alaska 99686. Legal: Within a portion of United States Survey 636 and 637, township 8 south, range 6 west, section 32, Copper River meridian.

to have and to hold the same, with all appurtenances unto the Lessee for the term of five (5) years beginning on the 4th day of October, 1996, and ending on the 3rd day of October, 2001, at and for the rental of one thousand four hundred and twenty nine dollars and seventy six cents (\$1,429.76) per month payable on the first day of each and every month of said term at the office of the Lessor who's address is:

**Mary Kevin Gilson Medical Center
PO Box 550
Valdez Alaska, 99686**

of in advance at the option of the Lessee. Payment for any partial months occupancy shall be prorated, based on a thirty (30) day month.

Covenants of the Lessee:

1. The Lessee does hereby covenant and agree with the Lessor that it will:

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

Covenants of the Lessor:

2. And the Lessor on part covenants and agrees with the Lessee that will:
 - a. maintain the demised premises in good repair and tenantable condition during the continuance of this lease or any renewal or extension thereof.
 - b. hold and save the State, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act performed by the Lessor or the Lessor's agents and employees pursuant to this lease; the Lessor shall also assume all insurable risks and bear any loss or injury to property or persons occasioned by neglect or accident during the tenure of this lease, excepting only sole negligence of the Lessee.

Valdez Recording District

- c. furnish heat and cooling, electricity, water, trash removal, and sewage disposal, without additional cost to the Lessee, as required in the Invitation to Bid which is made a part of this lease.
 - d. maintain and keep stairway(s), elevators, and common or public hallway(s) used for access to the leased premises in a clean and safe condition.
 - e. renovate the space covered in this lease on a schedule comparable to any renovation in other parts of the building.
 - f. provide janitorial services as required in the Invitation to Bid which is made a part of this lease.
 - g. make any sale of the leased property during the term of the lease, or an extension thereof, subject to this lease. This also applies to any sales as a result of an encumbrance on the property that existed prior to the execution of this lease.
3. It is mutually agreed by and between the Lessor and Lessee that:
- a. all terms and conditions of the preceding covenants of both Lessee and Lessor are agreeable and accepted in their entirety, except as herein noted.
 - b. if the Lessee shall at any time be in default in the payment of rent herein reserved, or in the performance of any of the covenants, terms and conditions, or provisions of this lease, and the Lessee shall fail to remedy such default within sixty (60) days after written notice thereof from the Lessor, it shall be lawful for the Lessor to enter upon said premises and again have, repossess, and enjoy the same as if the lease had not been made, and thereupon this lease and everything herein contained on the part of the Lessor to be done and performed shall cease and determine without prejudice however, it shall be the right of the Lessor to recover from the Lessee all rent due up to the time of such entry. In case of any such default and entry by the Lessor, said Lessor may relet said premises for the remainder of said term for the highest rent obtainable, and may recover from the Lessee any deficiency between the amount so obtained and the rent herein reserved.
 - c. if the Lessee shall pay the rent as herein provided, and shall keep, observe, and perform all of the covenants of this lease by it to be kept, performed, and observed, the Lessee shall and may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid.

- d. this lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- e. the State shall have the sole option to renew this lease for three (3) additional one (1) year periods. These renewal options may be exercised solely by the State by giving the Lessor written notice prior to the expiration of each term.

Adjustments in the lease rate may be made if requested in writing by the lessor at least thirty days prior to the effective date of the adjustment.

The monthly lease cost may be adjusted effective 4 October 1997 and will be made in accordance with the percentage change in the U. S. Department of Labor Consumer Price Index (CPI-W), for the Urban Wage Earners and Clerical Workers, All Items, Anchorage Area, in effect for each January through June six (6) month average of the lease term.

The percentage difference between the CPI in effect for the **base year January through June 1996** six month average of **141.4** and each January through June six (6) month average thereafter will determine the maximum allowable adjustment of the variable costs over the base monthly lease cost. Variable costs are defined as all operational costs other than debt service and profit and further defined for the purpose of this lease as thirty-five percent (35%) of the Base Monthly Rental Rate. **The Base Monthly Rental Rate is \$1,429.76.**

The Annual Adjusted Monthly Rental Rate will be computed as follows:

$$35\% \times \$1,429.76 \times \% \text{ change in CPI} + \text{Base Monthly Rental Rate} = \text{Adjusted Monthly Rental Rate.}$$

Retroactive adjustments shall not be allowed.

- f. this lease is subject to all applicable laws of the State of Alaska or local government.
- g. payments of rent by the Lessee are subject to appropriation of funds by the Legislature of the State of Alaska, and the lease may be terminated due to lack of such appropriations.
- h. all conditions and covenants of the lease shall remain in full force and effect during any extension hereof. Any holding over after the

expiration date of this lease or any extension or renewal thereof, shall be construed to be a tenancy from month-to-month, at the same monthly rental and on the terms and conditions herein specified so far as applicable.

- i. this lease is written as a result of State of Alaska Invitation to Bid No. N5313, opened August 20, 1996 copy attached, which is hereby made a part of this lease and all terms and conditions of said invitation to bid are binding upon the Lessee and Lessor, his agents or assigns.
 - j. time is of the essence of this lease.
4. OTHER PROVISIONS: The following additional provisions, modifications, exceptions, riders, layouts and or forms were, are, agreed upon prior to execution and made a part hereof:

None

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

LESSOR:

By: HM Hubland, City Manager
Date: Nov. 5, 1996

LESSEE: STATE OF ALASKA

By: Ben R. Milam
Ben R. Milam, C.P.M., Contracting Officer
Division of General Services

Date: Nov 13, 1996

Return to:

Division of General Services
2400 Viking Drive
Anchorage, AK 99501

ACKNOWLEDGMENT OF LESSOR

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STATE OF ALASKA

CITY OF VALDEZ

This is to certify that on this 5th day of November 1996, before me a Notary Public in and for the State of Alaska duly commissioned and sworn personally appeared Phil Hubbard to me known and known by me to be the person(s) described in and who executed the instruments set forth above and (He, She, It) severally stated to me under oath that (He, She, It) is Valdez City Manager and that (He, She, It) has been authorized by Valdez City Council to execute the forgoing lease for an on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of the City of Valdez

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


D. M. J.
Notary Public for Alaska

Residing at Valdez, Alaska

July 3, 1998
My Commission Expires


ACKNOWLEDGMENT BY LESSEE

STATE OF ALASKA

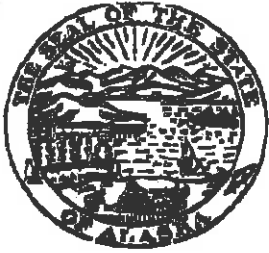
CITY OF ANCHORAGE

This is to certify that on this 13th day of November 1996, before me a Notary Public in and for the State of Alaska duly commissioned and sworn personally appeared Ben R. Milam to me known and known by me to be the person described in the executed instruments set forth above as an agent of the Division of General Services, State of Alaska and that He has been authorized by the State of Alaska to execute the foregoing lease and on behalf of said State of Alaska and that He executed the same freely and voluntarily as the free act and deed of the State of Alaska.

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


Sharon Dant-Hubb
Sharon Dant-Hubb
Notary Public for Alaska

Residing at Anchorage, Alaska
My Commission Expires 20 October, 1998



Negotiated BID # N5313

STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION
DIVISION OF GENERAL SERVICES
2400 VIKING DRIVE
ANCHORAGE, AK 99501

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THIS IS NOT AN ORDER

DATE BID ISSUED: August 14, 1996

A SIGNED BID IS REQUESTED AT THE ABOVE ADDRESS ON OR BEFORE 2:30 p.m. ON Tuesday, August 20, 1996.

BID TITLE: Lease Of Approximately 894 Square Feet Of Office And Clirical Space From The City Of Valdez In The Valdez Community Hospital, Valdez, Alaska

BID PAGE 1 OF 23,
plus Attachment A

Valdez Community Hospital

COMPANY SUBMITTING BID

James R. Colley
AUTHORIZED SIGNATURE

James R. Colley
PRINTED NAME

16 Aug 1996
DATE

DOES YOUR BUSINESS
QUALIFY FOR THE ALASKA
BIDDER'S PREFERENCE?

☒ YES ☐ NO

SEE STANDARD TERMS &
CONDITIONS FOR CRITERIA TO
QUALIFY.

92-0151985
TAX ID #

154537
ALASKA BUSINESS LICENSE #

(907) 835-2249
TELEPHONE NUMBER

Ben R. Milam

Ben R. Milam, C.P.M.
CONTRACTING OFFICER

TELEPHONE NUMBER: 278-3320
TTD NUMBER: 278-0502
FAX: 278-0352

STANDARD TERMS AND CONDITIONS

BOOK 130 PAGE 743
Valdez Recording DistrictINSTRUCTIONS TO BIDDERS:

1. **INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued, if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB. A copy of the bidders' comments should be forwarded to Commissioner, Department of Administration, P.O. Box C, Juneau, AK 99811-0200.
2. **BID FORMS:** Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.
3. **SUBMITTING BIDS:** Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the bid number and opening date on the envelope of a request for bid information. Envelopes with bid numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address

Department of Administration
Division of General Services
2400 Viking Drive
Anchorage, Alaska 99501

Bid No.: _____
Opening Date: _____

4. **PRICES:** The bidder shall state prices in the units of issue on this ITB. Prices quoted 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 quoted in bids must be exclusive of federal, state and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item. The state is exempt from Federal Excise Tax except the following:
 - Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
 - "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
 - Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
 - Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
5. **VENDOR TAX ID NUMBER:** If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.
6. **FILING A PROTEST:** A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and 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 will be treated in accordance with Alaska Statutes (AS) 36.30.560 - 36.30.610.

CONDITIONS:

1. **AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
2. **COMPLIANCE:** In the performance of a contract that results from this ITB, 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; and pay all applicable federal, state, and borough taxes.
3. **SUITABLE MATERIAL, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
4. **SPECIFICATIONS:** Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

5. **FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
6. **EXTENSION OF PRICES:** In the case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
7. **BID PREPARATION COSTS:** The state is not liable for any costs incurred by the bidder in bid preparation.
8. **CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the state, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION" above.
9. **CONTRACT FUNDING:** Bidders 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.
10. **CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
11. **ASSIGNMENT(S):** Assignment of rights and duties under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services.
12. **SUBCONTRACTOR(S):** Within five (5) working days of notice, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license. Subcontractors can only be changed per AS 36.30.115 (b).
13. **FORCE MAJEURE: (Impossibility to perform)** The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of and without the fault or negligence of the contractor. 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.
14. **LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
15. **CONTRACT EXTENSION:** Unless otherwise provided in the ITB, the state and the successful bidder/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. **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.
17. **DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order and any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the Superior Court for the Third Judicial District of Alaska.
18. **CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990 must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907) 264-2447.

SPECIAL CONDITIONS:

1. **ORDER DOCUMENTS:** Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The state is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the state under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

2. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
3. CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

ALASKA VENDOR AND PRODUCT PREFERENCES:

1. ALASKA BIDDERS PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaskan bidder's preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license; (2) submits a bid for goods and services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietor, and the proprietor is a resident of the state or is a partnership, and all partners are residents of the state; (5) if a joint venture, is composed entirely of venturers that qualify under (1) - (4) of this subsection. AS 36.30.170(b)
2. USE OF LOCAL FOREST PRODUCTS: In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010.
3. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, only those products harvested in Alaska, or in the case of fisheries products harvested or processed within the jurisdiction of Alaska, will be purchased, provided they are available, of comparable quality, and priced no more than 7% higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, in accordance with AS 36.15.050.
4. ALASKA PRODUCT PREFERENCE: A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II, or Class III Alaska Product by the Department of Commerce & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.
5. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaskan bidder preference, under AS 36.30.170(b), and is offering goods or service through an employment program, as defined under AS 36.30.990(10), and is the lowest responsive and responsible bidder with a bid that is no more than 15 percent higher than the lowest bid, the procurement officer will make award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.
6. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), and is a sole proprietorship owned by a person with a disability, as defined in AS 36.30.170(j), and is the lowest responsive and responsible bidder with a bid that is no more than 10 percent higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(e).
7. EMPLOYERS OF PEOPLE WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), and, at the time the bid is submitted, employs a staff that is made up of 50 percent or more people with disabilities, as defined in AS 36.30.170(j), and submits a responsive and responsible bid that is no more than 10 percent higher than the lowest responsive and responsible bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(f).
8. PREFERENCE QUALIFICATION LETTER: Regarding preference 5, 6, and 7, above, the Division of Vocational Rehabilitation in the Department of Education maintains the list of Alaskan; (1) employment programs that qualify for preference, (2) individuals who qualify for preference as Alaskan's with disabilities, and (3) employer's who qualify for preference as employer's of people with disabilities.

As evidence of an individual's or a business' right to certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 5, 6, or 7, above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list, at the time the bid is opened, and must provide the procurement officer a copy of their certification letter. Bidder's must attach a copy of their certification letter to their bid. The bidder's failure to provide the certification letter mentioned above, with their bid, will cause the state to disallow the preference.

This Bid consists of:

Special Conditions	page 5
Special Building Requirements	page 6
General Building Requirements	page 7
General Conditions	page 13
Bidding Information	page 22
Bid Schedule	page 23
Additional Price Information	page 24
Negotiated Floor Plan	Attachment A

SPECIAL CONDITIONS

1. **DEFINITION OF BIDDER:** Bidder, as referenced under AS 36.30.110(b) or AS 36.30.170(b), is the entity who will be bound to perform under lease that results from this Bid. An agent who is authorized by the bidder to act on their behalf may submit a bid for the bidder, but cannot be considered as the bidder. If an agent is submitting a bid on behalf of a bidder, evidence must be provided upon request that the agent's authority is in effect at the time of bid opening. Acceptable evidence includes notarized letter signed by the owner or a principal of the owner authorizing the agent to bind the owner to the offer made in the bid.
2. **VALID ALASKA BUSINESS LICENSE:** n/a
3. **LOCATION:** Valdez Community Hospital per attached floor plan.
4. **DATE OF OCCUPANCY:** Occupancy is required within 21 days after final award or notice to proceed.
5. **INITIAL TERM OF LEASE:** 5 year(s).
6. **RENEWAL:** The State shall have the sole option to renew this lease for 3 additional one (1) year periods. These renewal options may be exercised solely by the State giving the Lessor written notice prior to the expiration of each term.
7. **ADJUSTMENTS:** Adjustments in the lease rate may be made if requested in writing by the lessor at least thirty days prior to the effective date of the adjustment. Such adjustments may be made annually to reflect the changes in the lessor's variable costs, and defined as all operational cost other than debt service and profit is expressed as: thirty-five percent (35%) of the base monthly lease cost.

The monthly lease cost may be adjusted effective September, 1, 1997, and will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-W), for the Urban Wage Earners and Clerical Workers, All Items,

Anchorage, Area, in effect for each January through June six (6) month average of the lease term.

The percentage difference between the CPI in effect for the base year six month average January through June 1996 and each January through June six month average thereafter will determine the maximum allowable adjustment of the variable costs over the base monthly lease cost.

The Base Monthly Lease Cost is the total monthly lease cost offered in this Bid.

The formula is expressed as: $[(35\% \times \text{Base Monthly Lease Cost}) \times \% \text{ change in CPI}] + \text{Base Monthly Lease Cost} = \text{Adjusted Monthly Lease Cost}$.

Example: If the base monthly lease cost was \$1,000.00 per month, with a 35% variable factor and a 10% change in the CPI, the adjusted lease cost would be computed as follows:

- A. $[(35\% \times \$1,000.00) \times 10\%] + \$1,000 = \text{Adjusted Lease Cost}$
- B. $[350.00 \times 10\%] + \$1,000.00 = \text{Adjusted Lease Cost}$
- C. $\$35.00 + \$1,000.00 = \$1035.00$ (new monthly lease cost)

RETROACTIVE adjustments will not be allowed.

8. UTILITIES AND SERVICES: Bids are requested which include as part of the lease consideration, all utilities except telephone, but including heat, electricity, sewage, potable water, trash removal from the premises, snow and ice removal from walkways, reserved parking areas, and janitorial services.

SPECIAL BUILDING REQUIREMENTS

SPECIAL BUILDING REQUIREMENTS: These special requirements modify the GENERAL BUILDING REQUIREMENTS as follows:

1. PARKING AREA:

A. OFF STREET PARKING FOR THE USE OF THE STATE:

Off-street parking for the use of the State shall be provided at no additional cost to the State for 6 client and employee vehicles. This parking shall be located within parking lots adjacent to the building offered

2. NOISE: A location having a low level of external noise is desired. The building shall be so constructed as to provide a Preferred Noise Criteria (PNC) level of 35 to 45, including noise infiltration through opened windows, if opening windows are provided.

3. SPECIAL TELEPHONE:

Standard circuits are required for:

- 1 dedicated fax line
- 1 dedicated computer modem line
- 3 voice lines

Telephone instruments for all offices/rooms are to be provided by the lessor and shall be comparable in quality to other instruments in the remainder of the building.

4. CONFIGURATION:

Per negotiations between the State and the lessor and defined on the attached floor plan.

5. RELOCATION EXPENSES:

The State shall be responsible for all moving costs.

GENERAL BUILDING REQUIREMENTS

1. GENERAL: The following paragraphs describe the minimum acceptable requirements which shall govern unless specifically modified by the Special Building Requirements.
2. ACCESSIBILITY: By signature on the front of this bid, the bidder certifies that the design and construction of the offered space and any subsequent alterations to the offered space shall meet the specification of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG, Appendix A to 28 CFR part 36) as published in the Federal Register, Vol. 56, No. 144, Friday, July 26, 1991, Rules and Regulations (hereafter referred to as ADA compliance) on the date of occupancy and throughout the entire occupancy of the State (hereafter referred to as Lessee).

The Americans with Disabilities Act of 1990 (42 U.S.C. 12101) defines the State of Alaska as a "public entity" subject to title II of the ADA. The Lessor must provide space that meets ADA compliance as it applies to a public entity. In providing space that meets the title II requirements, the Lessor does not have and will not attain the right to direct how, when or where program services are delivered. The Lessor must provide space that meets the same level of ADA compliance that would be required as if the offered space were in a newly constructed, State owned facility from which all program services are directly delivered to the public.

ADDITIONAL REQUIREMENTS: ADA compliance under title II is more stringent than the compliance requirements for commercial space. When providing space to the Lessee under ADA compliance requirements, bidders must be aware of the following additional requirements:

- (A) Exception 1 to Section 4.1.3 [page 7] of ADAAG is not applicable to facilities offered for lease to the State of Alaska.
- (B) Exception (i) to Section 4.1.6(1) (k), of Accessibility Guidelines, is not applicable to facilities offered for lease to the State of Alaska.
- (C) Section 4.1.6(2), of the Accessibility Guidelines, is not applicable to facilities offered for lease to the State of Alaska.

ADA FACILITY AUDIT REPORT: Prior to occupancy by the Lessee, the bidder must furnish an ADA Facility Audit Report from an architect registered to practice in the State of Alaska. The report must be prepared after completion of any new construction or any alteration to the existing space undertaken to respond to the Invitation to Bid. The ADA Facility Audit Report must indicate that the offered space complies with all the requirements of ADAAG.

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

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

3. TYPE OF BUILDING:

- A. The space offered shall be in a building of sound and substantial construction, and shall meet all applicable building codes, life safety codes, regulations and standard building practices of the City, Borough and State in which located. The building shall be protected against fire and other hazards and shall be provided with ventilation. The building shall also conform to applicable thermo and energy standards, and shall comply with OSHA safety codes. The building and the area in which it is located shall be clean and free from objectionable tenancy, odors, vermin, rodents, or other conditions which, in the opinion of the State, will be detrimental to agency operation.

4. TYPE AND ARRANGEMENT OF SPACE: Modern space with ventilation, acoustical properties, electrical outlets, heating, and lighting, floor covering and separate lavatory facilities for men and women, as more particularly set forth herein, is required. Space is to be in the confines of one building in a contiguous area. The exclusive right of the State to the entire building is not mandatory. However, the building shall be so arranged

as to permit exclusive right and entry to the leased area and the occupancy by other parties shall be restricted to those functions which will not detract from the dignity of the State and related functions.

The Contracting Officer will review and approve/disapprove proposed space plans prior to renovation/construction of "Special Building Requirements" as required herein.

5. **NET USABLE AREA:** The net usable area of leased space shall be computed by measuring to the finished surface of the office side of corridor and other permanent walls; to the center of partitions that separate the office from adjoining usable areas; and to the inside finished surface of the dominant portion of the permanent outer building walls.

No deductions shall be made for columns and projections necessary to the building.

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

6. **INGRESS AND EGRESS:** All space shall be available on a 24 hour day, seven (7) days a week basis. Elevator service, if required or available, must be at least on call or on automatic basis during other than regular building service hours.
7. **COMPLIANCE WITH LAWS:** All improvements to existing structures or new construction and all appurtenances thereto shall conform to all applicable State, Federal and local laws, ordinances, codes and regulations pertaining thereto. In the absence of local regulations, State codes shall apply. Minimum requirements established herein shall not be construed as lowering the standard established by local regulations and when local regulations and codes contain more stringent provisions, they shall govern. The successful bidder shall be responsible for obtaining all required permits.

All space offered in response to this bid must comply with Federal and State law relative to occupational health and safety regulations. By signature on this bid document, bidder acknowledges that the bidder will be responsible for the accomplishment and cost of any building alterations which may be required to correct violations of these regulations detected during the period of the State's occupancy.

8. **ELECTRICAL:**

- A. **ELECTRICAL WIRING STANDARDS:** All electrical systems shall comply with the current applicable editions of:
- (1) The National Electric Code of National Board of Fire Underwriters.
 - (2) The rules, regulations, and codes of the State, City, or other local entity.
 - (3) The standardized rules of the National Electrical Manufacturer's Associations.

The above minimum requirements shall not preclude the use of higher grade materials or workmanship.

- B. MAIN SERVICE FACILITIES: The main service facilities and meter panel shall be adequate to provide the electrical load that will be required. This service shall be enclosed in a suitable enclosure which is readily accessible for inspection. Single phase, 60 cycle, 120/240 V service shall be supplied.
- C. LIGHTS: Lighting fixtures shall be provided which are capable of producing well diffused illumination at working levels of no less than 100 MFC in office and clerical areas; 150 MFC in accounting, business machine and similar detail work areas; 200 MFC in cartography, drafting and similar work areas. Lobbies, restrooms, cafeterias and similar areas shall have 60 MFC. Fixtures shall be provided with louvers or plastic diffusers. Bare lamp fixtures will not be acceptable.
- D. WALL SWITCHES: General office space lighting fixtures will be provided with switches/controls for each bank or group of fixtures. Switches/controls will be conveniently located. Fixtures in lobbies, corridors, rest rooms and service areas shall be controlled by appropriate wall switches/controls.
- E. ELECTRICAL OUTLETS: Unless otherwise specified, office and similar type space shall be provided with not less than one 4-plex outlet in each 100 square feet of area.

9. PLUMBING:

- A. RESTROOMS: Facilities for men and women shall be provided as per the attached floor plan, in compliance with all applicable codes, including ADA compliance, and the State's safety regulations. Each restroom shall have hot and cold running water; mirrors; soap, tissue and paper towel dispensers; sanitary napkin dispensers and disposals in the women's restrooms; deodorizers, sanitary tissue seat cover dispensers, and appropriate ventilation.

10. HEATING: A heating system shall be provided to maintain a uniform temperature between 68 degrees and 75 degrees. The temperature shall be maintained in the comfort zone, the area two (2) feet above the floor to a height of five (5) feet above the floor.

If the temperature is not maintained within the 68 degree - 75 degree range for a period of more than one (1) working day, the lessor shall, upon receipt of a written complaint from the State, provide suitable temporary auxiliary heating or cooling equipment, as appropriate, to maintain the temperature in the specified range.

If such temporary auxiliary equipment is necessary to meet normal weather conditions for more than 21 consecutive working days, the lessor will not later than the 21st working

day, initiate a continuing and diligently applied effort to rectify the deficiency causing the failure to uniformly maintain the temperature range required.

If after 42 consecutive working days the temporary auxiliary equipment is still necessary to meet normal weather conditions, the State shall be free to hold the lessor in default in accordance with the Standard Terms and Conditions of this Invitation to Bid, and seek other space, it being considered that the State has proffered a reasonable amount of time for the lessor to effect suitable modification or repair to the building in order to maintain the specified temperature range without resort to temporary auxiliary devices.

"Working days" for the purposes of this section is be defined as days normally scheduled by the State as open for the conduct of its normal operations.

11. **VENTILATION:** The building must be served by a mechanical system providing not less than six air changes per hour, while maintaining uniform temperature between 68 and 75 degrees. The ventilation system shall provide a minimum of 10 CFM of outside air per occupant. The system shall be capable of providing varying amounts up to 100% of outside air to be used at times when heating is not required.
12. **WINDOW COVERING:** All outside windows shall be equipped with drapes, blinds, or other approved material and shall be installed, ready for use with all necessary hardware. Window covering shall be of good quality and appearance matching the decor of the space and shall adequately reduce incoming heat and light to a comfortable level.
13. **FLOOR COVERING:** Floors shall be covered with carpet or resilient flooring. Carpet shall be new or used commercial quality rated for heavy traffic; if used, shall be free of holes, defects, stains and excessive wear. Carpet shall have built-in static control, and shall be non-allergenic. Resilient flooring shall be of commercial quality, homogeneous sheet or tile. Restroom floors shall be resilient flooring or ceramic tile. If floor covering is to be newly installed, the State reserves the right to select colors. Acceptance of used carpet shall be at the State's discretion. Runners of sufficient size are to be furnished at the building entrance and lobby, to minimize tracking into the lease area.
14. **ACOUSTICAL REQUIREMENTS:** Offices and similar space shall be furnished with acoustic ceiling tiles, panels or other sound absorption material. A Preferred Noise Criteria (PNC) level of 35 to 45 shall be provided. Acoustical control must be sufficient to permit conferences, waiting room noise, and office work to progress simultaneously. It is the bidder's responsibility to furnish the proper combination of sound absorptive material on ceilings, walls, and floors to achieve the specified preferred noise criteria level.
15. **PARTITIONS:** Unless otherwise specified, all partitions shall be floor to ceiling, flush type and shall be drywall construction and the finish shall be paint, paneling, or other State approved material.
16. **PAINTING:** All surfaces which normally would be painted shall be finished with a minimum of two coats of interior latex paint on walls and suitable semi-gloss enamel on woodwork and bare metal. Colors for newly painted areas shall be selected by the State.

17. **DOOR HARDWARE:** All doors shall be equipped complete with all necessary hardware. Cylinder locks and door checks shall be furnished and installed on all doors which open into public corridors or space otherwise accessible to other than those to be employed in the space desired. All locks shall be masterkeyed and duplicate individual keys shall be supplied, at the sole cost of the successful bidder, as required for initial occupancy. This requirement shall include outside door keys, elevator keys, etc.
18. **RENOVATION:** On a schedule comparable with renovation of other space in the building or at the reasonable request of the occupying State agency, the successful bidder shall renovate the space covered in this Bid by refinishing, or replacing all damaged or worn wall, ceiling, floor covering, window covering or built-in building fixtures. If the successful bidder does not respond to such reasonable renovation requests by the occupying State agency, the State reserves the right to hire competent workers to accomplish such renovation(s) at the successful bidder's expense.
19. **TELEPHONES:** Adequate telephone service is required in the space offered. All conduit, wiring and jacks necessary for telephone service must be provided. Unless otherwise specified, office and similar type space must be provided with wiring, fixtures, and hardware to permit installation of one (1) telephone outlet in every eight (8) lineal feet of perimeter wall, and a minimum of two (2) telephone outlets are required in every private office. Other non-private office areas require two (2) telephone outlets in each 100 square feet of floor area.
20. **SIGNS:** The Lessor shall provide and erect/affix adequate signage to identify the State's presence and to easily direct the public to the State's space. Signs shall be provided, at no cost to the State, as follows: (a) at all building entrances, public or common lobbies, hallways and elevators; (b) on doors or walls at entrances to State leased areas such as reception areas or office suites.

Exterior building signage shall be made available to the state at no cost, at least, in the same amount as are provided to the other building tenants.

The State reserves the right to erect or affix door or wall signs within its leased space to further identify room names and/or numbers. The size and character of the signs shall be at the State's discretion and shall not unreasonably detract from the aesthetics of the building.
21. **ELEVATORS:** Office space offered under this Bid which is on the second floor and above, must be served by an elevator meeting codes as endorsed by the State and the City of Valdez.

For the purpose of this section the word elevator means a hoisting or lowering mechanism which moves between two or more floors, equipped with a multiple passenger car having a minimum inside depth from door to back of 51 inches and a minimum inside width from side to side of 68 inches.

Elevators are intended for the convenience and use of the State and the general public in accessing the leased space offered under this Invitation to Bid. Elevators which meet the requirements of this section might or might not also meet handicapped accessibility standards. The bidder must meet the requirements of this section and also meet the requirements for access by the handicapped.

Elevators must be available to the public during using agency business hours.

GENERAL CONDITIONS

1. GENERAL: These conditions shall govern unless specifically modified by the Special Conditions.
2. LEASE AGREEMENT: The lease agreement resulting from the award of this Bid will be prepared by the State and will include all the terms and conditions of the Bid.
3. DELIVERY AND CONDITIONS OF PREMISES: The space shall be delivered ready for occupancy on the date required under the award of this lease. The term "ready for occupancy" requires the space to meet all the requirements of the bid document and receive a Certificate of Occupancy (where applicable) from an appropriate building official. If the jurisdiction in which the premises are located does not provide a Certificate of Occupancy, the state may at its own discretion require an occupancy inspection in lieu of the Certificate of Occupancy. The state reserves the right to determine when the space is ready for occupancy.
4. AS-BUILT DRAWINGS: Bidders agree, if awarded a lease, to provide an "As-Built" drawing to reflect the leased area at time of occupancy acceptance, including the tenant improvements specified by this Bid. If the Lessor fails to provide the "As-Built" drawings within 30 calendar days from date of occupancy, the State shall have the right to cause the "As-Built" drawings to be made by a certified Architect/Engineer and to deduct the costs incurred, including administrative costs, from the lease payments.
5. STATE INSTALLED FIXTURES: All fixtures and/or equipment of whatsoever nature shall have been installed in the premises by the State, whether permanently affixed thereto or otherwise, shall continue to be the property of the State and may be removed by the State at any time, provided however, the State shall, at its own expense, repair any injury to the premises resulting from such removal.
6. RESTORATION LIABILITIES: The State is not liable for restoration of improvements required to meet the specification requirements set forth by this Bid and those made prior to final acceptance for occupancy.

Alterations or additions made after occupancy shall be made only with the approval of the Lessor, however said approval shall not be unreasonably withheld. Consent to proposed alterations or additions being made by qualified contractor's or workers skilled

in the trades, shall be considered as acceptance of the revised facility improvements. The State shall not be liable for restoration of the facility to its condition at date of occupancy.

7. CHANGES: Changes in the space proposed either by the successful bidder or by the State after acceptance of the offer, shall be mutually agreed upon by both parties in writing before such changes are actually accomplished.
8. FIRE PREVENTION: The successful bidder shall maintain the premises in keeping with good fire prevention practices. The State reserves the right at reasonable times to enter and make fire prevention and fire protection inspections of the building and space occupied. If any fire hazard is detected through inspection of the building, it shall be promptly corrected by the successful bidder.
9. ACCIDENT HAZARD: The successful bidder shall maintain the building free of structural or mechanical hazards. If any accident hazards relative to the structure or building operating equipment are detected through inspections of the space, they shall be promptly corrected by the successful bidder.
10. INTERRUPTION OF UTILITIES AND SERVICES: In the event that, in the reasonable judgment of the Lessee the lawful enjoyment of the demised premises is threatened by the interruption or severance of utilities and services provided hereunder by the Lessor, and when such interruption or severance is due to deliberate, or negligent, or tacitly negligent act of the Lessor, the Lessee shall have the right to bind such utilities and services as are threatened, in the name of the Lessee. The Lessee shall be free to deduct from the lease payments and costs of such utilities and services, together with all necessary deposits and the Lessee's actual administrative costs necessary to procure the utilities and services.
11. MAINTENANCE AND REPAIR: The successful bidder shall assume sole responsibility for the maintenance of the demised premises. This responsibility encompasses keeping the premises in good repair and tenantable condition. The term "repair" includes repairs of any type including but not limited to exterior and interior, structural and nonstructural, routine or periodic, except as in case of damage arising from the negligence of the State's agents or employees. The successful bidder agrees that after reasonable notice in writing by the State to the effect that the repair, maintenance, or service obligations as specified herein for the demised premises have not been satisfactorily fulfilled, the State can then obtain competent workers to correct the deficiencies. All related costs shall be paid for by the successful bidder either by direct payment or by the State making the payment to the workers and reducing the rent accordingly.
12. TENANTABILITY: Facilities provided must be tenantable and comply with all laws pertaining to tenantability and the performance of this provision. The Lessor agrees to pay the cost of any building alterations which may be needed for purposes of correcting any casualty damage or any violation of a law cited by a regulatory agency.

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

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

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

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

13. **PEACEFUL OCCUPANCY:** If the State shall pay the rent as provided by the lease issued as a result of this Invitation to Bid and shall keep, observe and perform all of the other covenants of the lease by it to be kept, performed and observed, the State shall and may peaceably and quietly have, hold, and enjoy the premises for the term of such lease.
14. **PAYMENT DEFAULT:** If the State shall at any time be in default in the payment of rent, or in the performance of any of the terms of the lease issued as a result of this Invitation to Bid and shall fail to remedy such default within sixty (60) days after written notice thereof from the successful bidder, it shall be lawful for the successful bidder to enter upon the premises and repossess and enjoy the same as if the lease and everything therein contained on the part of the successful bidder to be done and performed shall cease and terminate without prejudice, however, to the right of the successful bidder to recover from the State all rent due up to the time of such entry. In case of any default and any entry by the successful bidder, the successful bidder may relet the premises for the remainder of the term for the highest rent obtainable and may recover from the State any deficiency between the amount so obtained and rent specified by the lease.
15. **ASSIGNMENT:** The lease and all the covenants, provisions and conditions of the lease will inure to the benefit of and be binding upon the successors and assigns of the lessor. An assignment of the lease may not be made without the consent of the state.

16. **EXTENSION:** Any holding over after the expiration date of the lease issued as a result of this Invitation to Bid or any extension of rent thereof, shall be construed to be a tenancy from month-to-month at the same monthly rental and on the terms and conditions as specified by the lease.
17. **TERMINATION:** The payments of rent by the State are subject to appropriation of funds by the Legislature of the State of Alaska and the lease issued as a result of this Invitation to Bid may be terminated due to lack of such appropriations.
18. **DELAYS:** Time is of the essence. Delays in completing the building or in installation of the equipment and furnishings by the successful bidder due to unforeseeable causes beyond the control and without fault or neglect of the successful bidder may be excused. Unforeseeable causes may include but are not limited to: (1) act of God, (2) public enemy, (3) act of the Government or State in either its sovereign or contractual capacity, (4) acts of another contractor in the performance of a contract with the Government or State, (5) fires, (6) floods, (7) epidemics quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusual severe weather conditions, and (11) delays by subcontractors or suppliers unusual in nature.

Notification of such delays must be made to the State's Contracting Officer in writing within ten (10) days of the commencement of the unforeseeable cause. The State's Contracting Officer shall ascertain the facts and the extent of delay and the extent of the time for completing the project. The State's Contracting Officer may approve an extension when, in his/her judgment, the findings of fact justify an extension. This finding of fact thereon shall be final and conclusive, unless the successful bidder shall appeal to the Commissioner of Administration pursuant to AS 36.30.620. If no such appeal to the Commissioner of Administration is taken, the decision of the Contracting Officer shall be final and conclusive.

Pending final decision on an extension of time hereunder, the successful bidder shall proceed diligently with the performance of the contract. Inability to comply with State, City, or local construction or zoning laws or ordinances or restrictive covenants shall not be regarded as unforeseeable cause. However, if the successful bidder shall acquire the property and interest therein through assignment from the State and in the course of such acquisition the successful bidder is unable to comply with such laws or ordinances or restrictive covenants, then the agreement shall become terminated with no further liability on the part of either party unless such laws, ordinances or restrictive covenants are suitably changed or removed.

19. **SUCCESSFUL BIDDER'S EMPLOYEES:** The State may require fingerprints or conduct investigations of the successful bidder's employees or other employees performing work within the space occupied by the State.
20. **JANITORIAL SERVICES:** The lessor shall be responsible for janitorial/maintenance services as outlined below for the entire space. These services shall be performed after office hours unless otherwise specified or as convenient as possible to the occupying agencies. The premises generally are occupied Monday through Friday, except State

holidays. In the event that various areas are occupied at times other than specified herein, the janitorial services shall be performed at other times as convenient.

A. DAILY SERVICES:

1. Empty wastebaskets. Collect all designated waste paper and trash and dispose of it away from the premises.
2. Maintain lobby area by straightening up chairs, magazines and toys; wipe down front doors and vacuum floor.
3. Maintain exam rooms by wiping down the exam table; wipe down counters and sink; fill soap and paper dispensers and wipe down dispensers..
4. Vacuum all carpets and rugs.
5. Dust all visible surfaces of furniture, fixtures, and equipment to a height of six (6) feet.
6. Mop or scrub toilet room floors, wash all plumbing fixtures with warm water and disinfectant. Disinfect urinals and water closets. Damp wipe all dispensers and tiled portion of toilet room walls.
7. Provide and maintain adequate supplies of toilet paper, deodorizers, towels and soap in toilet rooms. These supplies are to be of standard or better quality and are to be furnished by the Lessor. Lessor shall also provide a closed disposal container for waste sanitary napkins.
8. Clean any drinking fountains.
9. Police sidewalks and parking areas by collecting and removing all trash and other discarded materials.

B. WEEKLY SERVICES:

1. Remove all finger marks and smudges from walls, woodwork, and glass surfaces.
2. Spot clean carpets.

C. MONTHLY SERVICES:

1. Vacuum fabric furniture.

D. EVERY SIX-MONTHS SERVICES:

1. Shampoo carpets and rugs.

2. Dust or vacuum window covering such as drapes, etc., as may be the case, overhead pipes or molding, etc., that must be reached by ladder.
3. Dust or wash light fixtures as appropriate for greatest light efficiency.
4. Wash windows and glass wind deflectors inside and out leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloths as required to protect adjacent surfaces, fixtures, and furniture. Wash windows at equal intervals of time, weather and conditions permitting.
5. Wash all wastebaskets.
6. Wash walls in public halls and stairwells where wall covering permits..

E. AS REQUIRED:

1. Replace burned out lamps to be furnished by the lessor.
2. Remove snow and ice from sidewalks, entrances, roof overhangs, outside storage areas and parking areas as applicable to an extent which will render the areas safe to pedestrian traffic and automobile operation.
3. Furnish, clean and maintain rugs or entrance mats at each building entrance of sufficient size to preclude tracking.
4. Remove spots and stains from carpets, rugs and tile. Remove all foreign matter (gum, smudges, etc.) from floors, handrails, and furniture.

F. COMPLIANCE:

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

- G. RECYCLED PRODUCTS: All paper products furnished by the lessor in the performance of janitorial services shall meet the following minimum post consumer material content where possible and feasible.

PRODUCT	MINIMUM % CONTENT
Toilet Tissue	20%
Paper Towels	40%

Facial Tissues

5%

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.

21. PLANS AND SPECIFICATIONS:

An award will not be final before the plans have been mutually approved by the Contracting Officer and the bidder.

The approval of plans does not create an automatic final award.

The State shall be the sole judge of whether the layout proposed by the bidder meets its needs.

22. FINANCING: The State must approve the financing used by a lessor to finance construction of the lease property. The State will not participate in the financing of the leased premises by issuing revenue bonds, certificate of participation, or other instruments secured by the lease. The State will not approve financing secured by the lease that is obtained by the issuance to investors of municipal revenue bonds, certificates of participation, or other instruments issued by the municipality.

Bids offering space in new construction must be fully supported by evidence that adequate financing is available to deliver the premises as specified in this Invitations to Bid (i.e. conditional financing commitment or bank letter of credit, etc.). This proof must accompany the bid document. Failure to provide such proof will be cause for rejection of bid. Within thirty (30) days notice of final award, the successful bidder must provide the State with evidence of a firm financing commitment to this project. Failure to provide this evidence within the prescribed time will be cause for default.

23. STATE'S RESPONSIBILITIES: The State will: (1) Pay said rent at the times and place to the successful bidder in advance on the first day of each and every month of said term of the lease. (2) Use and occupy the premises in a careful and proper manner. (3) Not use or occupy the premises for any unlawful purposes. (4) Neither assign lease issued as a result of this Invitation to Bid nor underlet the premises or any part thereof, without the written consent of the successful bidder provided, however, that such consent shall not be unreasonably withheld. (5) Not use or occupy the premises or permit the same to be occupied for any purpose or business deemed extra-hazardous on account of fire or otherwise. (6) Make no alterations or additions in or to the premises without the written consent of the successful bidder, which consent shall not be unreasonably withheld. (7) Permit the successful bidder to enter upon the premises at all reasonable times to examine the conditions of same.

24. HOLD HARMLESS: The Lessor shall indemnify, save harmless, and defend the State, its officers, agents and employees, from liability of any nature or kind, including costs and

expenses for or on account of any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act performed by the Lessor or the Lessor's agents and employees pursuant to this lease; the Lessor shall also assume all insurable risks and bear any loss or injury to property or persons occasioned by neglect or accident during the tenure of this lease, excepting only sole negligence of the Lessee.

25. INSURANCE: Without limiting contractor's indemnification, it is agreed that the contractor will purchase at its own expense and maintain in force at all times during the performance of services under this agreement 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 State will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer which must provide for a 30 day prior notice of cancellation, nonrenewal or material change.

Proof of insurance is required prior to award for the following:

- A. WORKER'S COMPENSATION INSURANCE: The contractor shall provide and maintain, for all employees of the contractor engaged in work under this contract, Worker's Compensation Insurance as required by AS 23.30.045. The contractor will be responsible for Worker's Compensation Insurance for any Subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. and Jones Acts) must also be included.
- B. COMPREHENSIVE (COMMERCIAL) GENERAL LIABILITY INSURANCE: With coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- C. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person, \$300,000 per occurrence bodily injury and \$50,000 property damage.

Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder nonresponsive and to reject the bid.

BIDDING INFORMATION

Location of building/facility: 1001 Meals Ave, Valdez, AK 99686

Recordable legal description (include lot, block, townsite, plat and/or U.S. Survey number and recording district):

Located within a portion of United States Survey 636 & 637,

Township 8 South, Range 6 West, Section 32, Copper River Meridian

Is property encumbered by a mortgage, lien or and other financial obligation? [] YES ☒ NO

If "YES", attach a copy of the document for the State's review.

Is the space offered by the bidder:

yes owned by the bidder?

 lease by the bidder from the building owner?

Is the owner a Government entity yes Sole Proprietorship Corporation
Partnership Joint Venture or other ? If "other", list what type:

If owned by a party other than the bidder, list that party's name and address:

City of Valdez, PO Box 307 Valdez, AK 99686

If owned by a party other than the bidder, list bidder's relationship to the owner:

MANAGEMENT of the hospital operation

If bidder has some type of agent relationship with the owner, attach a copy of the owner's authorization.

METHOD OF AWARD: Award will be made in accordance with negotiations between the State and the bidder.

BID SCHEDULE

$$\begin{array}{rcl} \$ \underline{1,429.76} & \times & \underline{60 \text{ months}} \\ \text{MONTHLY PRICE} & \text{FIRM TERM} & = \quad \underline{\$ 85,785.60} \\ & & \text{TOTAL PRICE} \end{array}$$

RELOCATION EXPENSES + \$ None

GRAND TOTAL PRICE = \$ \$85,785.60

APPROXIMATE NUMBER OF TOTAL NET USABLE SQUARE FEET OF OFFICE SPACE
OFFERED FOR LEASE TO THE STATE: 894

ADDITIONAL PRICE INFORMATION

A price should be indicated for each of the following items. The prices will not have an affect on award. The prices will be used for tenant improvements or demolition required after occupancy or in addition to those required by this bid. Prices listed below shall remain firm for a period of (6) months from the date of award.

	<u>New Construction</u>	<u>Demolition</u>
A. FULL HEIGHT PARTITIONS	\$ <u>Please see</u> Price per lineal foot	\$ <u>Costs for Construction</u> and Telephones dated 30 Jul 96 attached
B. INTERIOR DOORS (Complete with framing and door hardware)	\$ _____ Price each	\$ _____
C. TELEPHONE OUTLET (Cost per LF from building's telephone room)	\$ _____ Price per lineal foot	\$ _____
D. ELECTRICAL 2-PLEX OUTLET	\$ _____ Price each	\$ _____
E. LIGHT SWITCHES	\$ _____ Price each	\$ _____
F. TELE-POWER POLES (installed)	\$ _____ Price each	\$ _____
G. TELE-POWER POLE WIRING (from main box)	\$ _____ Price per lineal foot	\$ _____

FOR STATE USE ONLY: This Invitation to Bid Covers PR No. 06-114-

VALDEZ COMMUNITY HOSPITAL
911 Meade Avenue, P.O. Box 550, Valdez, AK 99686

30 July 1996

Additional building costs

\$ 405.00 - Window into reception area.

1,849.00 - Wall in reception area with 20 min fire door.

450.00 - Fire sprinkler in reception area.

Additional phone system costs

\$156.00 - Split current system into 2 trunks with 2 stations

274.75 - Norstar M7310 telephone

87.75 - Charge for services

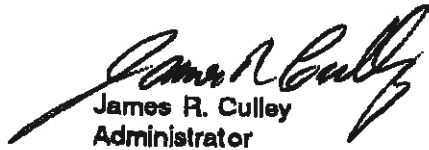
VALDEZ COMMUNITY HOSPITAL
911 Meals Avenue, P.O. Box 550, Valdez, AK 99686
(907) 835-2249, FAX (907) 835-3735

16 August 1996

SUBJECT: Public Health Office Space Bid Adjustment

TO: Mr Ben Milam

1. The attached five pages contain the corrections/additions to our original response to BID #N5313. Page 1, is the cover sheet to the bid. Pages 2, 3, & 4 correspond to pages 21, 22, & 23 of Negotiated Bid N5313. Page 5 is the additional price adjustment information.
2. Please advise if there is any additional information you require.


James R. Culley
Administrator
Valdez Community Hospital

96-1115

RECORDED - FILED <i>N/C</i>	
VALDEZ REC. DIST.	
DATE	<u>11/18</u> 19 <u>96</u>
TIME	<u>3:00</u> <u>P.M.</u>
Requested by	<u>AS/DG585</u>
Address	