

PUBLIC NOTICE
TRACT 1, U-MED PROFESSIONAL PARK SUBDIVISION
REQUEST FOR PROPOSALS TO LEASE OR PURCHASE LAND

The Office of Land Management is seeking long-term lease proposals and/or purchase proposals, at fair market value, for its Tract 1, U-MED Professional Park Subdivision parcel, also known as UAA's Lake Otis & Providence Drive parcel. This parcel is approximately 7.162 acres and located at the intersection of Lake Otis & Providence Drive.

The full request for proposals, including the maps and terms and conditions, is available online at www.alaska.edu/ualand or upon written request at the addresses listed below. Parties interested in submitting proposals to lease or proposals to purchase land must submit the required paperwork to the University through its Land Management office at the Anchorage Office address listed below, by no later than **5:00 P.M. on Friday, July 29, 2022**, to be considered. All proposals will be reviewed after the submission period has ended and a determination will be made based on the best interests of the University.

UNIVERSITY OF ALASKA
Land Management

Anchorage Office
1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508-3438

www.alaska.edu/ualand
ua-land@alaska.edu

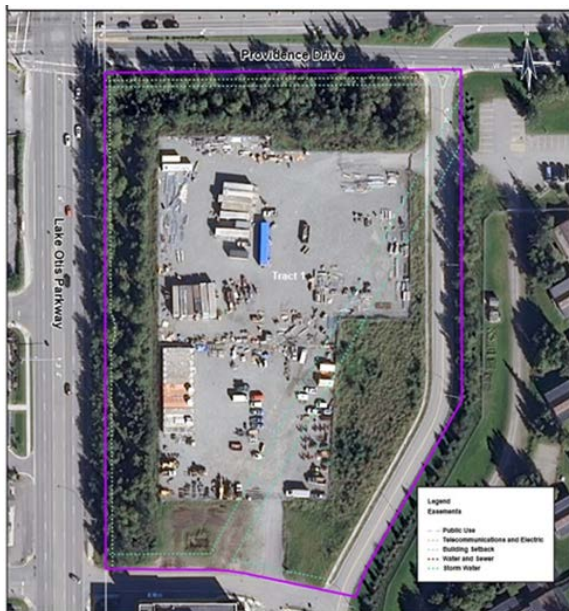
Fairbanks Office
2025 Yukon Drive, Suite 106
Fairbanks, Alaska 99775-5280



PUBLIC NOTICE
TRACT 1, U-MED PROFESSIONAL PARK SUBDIVISION
Request for Proposals to Lease or Purchase Land
Anchorage, Alaska

ANCHORAGE ALASKA
Section 28, Township 13 North, Range 3 West, Seward Meridian, Alaska
Plat 2004-149, Anchorage Recording District

The University of Alaska (“University”) is seeking long-term lease proposals and/or purchase proposals, at fair market value, for its 7.162-acre parcel located at the intersection of Lake Otis & Providence Drive in Anchorage, Alaska. The University does not plan to construct significant structures, but it is possible that the lessee or buyer may do so. This parcel is currently used as a storage area. The full request for proposals is available online at www.alaska.edu/ualand.



*University Parcel AN.AC.4017
 Lake Otis & Providence Drive*

This parcel is located within the University-Medical (“U_MED”) District with access along Laurel Street. This parcel is ideal for commercial development that could take advantage of the extensive road frontage. This parcel is located within the Municipality of Anchorage and is subject to its land use regulations. The potential lessee or owner will be responsible for securing all local, state and federal authorizations necessary to develop the property for its purposes. This parcel will be leased or sold at or above fair market value.

PARCEL INFORMATION

<u>PARCEL #</u>	<u>SUBDIVISION</u>	<u>TRACT</u>	<u>ACRES</u>	<u>FOR LEASE MINIMUM PRICE</u>	<u>FOR PURCHASE MINIMUM PRICE</u>
AN.AC.4017	U-MED PROFESSIONAL PARK SUBDIVISION TRACT 1 AND TRACT 2	Tract 1	7.162	\$857,600 Annually	\$10.72M



UNIVERSITY
of ALASKA

LAND
MANAGEMENT

***REQUEST FOR PROPOSALS
TO LEASE OR PURCHASE LAND
TERMS AND CONDITIONS***

Anchorage Office

1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508-3433
PHONE: (907) 786-7766
FAX: (907) 786-7733

Fairbanks Office

2025 Yukon Drive, Suite 106
Fairbanks, Alaska 99775-5280
PHONE: (907) 450-8133

1. PURPOSE OF SOLICITATION

The University of Alaska System Land Management Office (“UALM”) is soliciting competing proposals from qualified individuals or firms (“Proposer”) for the lease or purchase of approximately 7.162 acres of unimproved land (“Property”), located at the intersection of Lake Otis & Providence Drive within the University-Medical (“U-MED”) District in Anchorage, Alaska, adjacent to the University of Alaska Anchorage (“UAA”). The Municipality of Anchorage identifies this Property as Parcel 004-202-06-000 and it is further described as Tract 1, U-MED Professional Park Subdivision located within Section 28, Township 13 North, Range 03 West, Seward Meridian. UALM will be the point of contact for all communications.

UALM’s goals and objectives for this RFP are:

- Market-Driven Development: UAA does not require any specific uses on the Property if the development and operation are compatible commercial uses of the Property to support UAA.
- Maximize the highest and best use of the Property.
- Maximum Value to UAA: UAA wishes to maximize the value of Property to generate revenues to benefit and support UAA’s education mission and programs. UAA wants the lease and/or purchase to generate the maximum financial return.

This Property is currently used as a storage area. The Property is zoned PLI and will be leased or sold for commercial purposes, “as-is” with no warranties or representations by nature, including, without limitation, any relating to the proposer’s ability to use the Property for any intended purpose.

It is ultimately the proposer’s responsibility to ensure that the proposed use complies with current local regulations by contacting the applicable Planning Department. In addition, the Proposer would ultimately be responsible for obtaining any necessary local land use approvals. Please review the attached RFP Terms and Conditions.

2. RFP SCHEDULE

EVENT	DATE
Issue RFP/Advertise on UALM Website	June 24, 2022 thru July 29, 2022 (35 days)
Pre-Proposal Conference	June 30, 2022 at 2:00 PM via Zoom
Deadline for Written Questions/Concerns	July 8, 2022 at 5:00 PM
Response to Written Questions/Concerns	July 15, 2022 at 5:00 PM
Proposal Submission Deadline	July 29, 2022 at 5:00 PM
Proposal Evaluation, Interview, Scores	August 1, 2022 thru September 2, 2022 (33 days)

Proposers should direct all questions or concerns regarding this RFP to the following UALM contact:

UALM Contact: Laura Carmack
Email: ua-land@alaska.edu

UALM requests for all interested parties to restrict all contact and questions regarding this RFP to written communications delivered to the UALM Contact email address listed above.

3. SUBMITTING PROPOSALS

Each proposal must include the following items listed below and be submitted in-person or by mail (mailed in advance to reach the UALM Anchorage office below by the announced date for the close of submissions) to the UALM office at:

**University of Alaska
Land Management - Anchorage Office
1815 Bragaw Street, Suite 101
Anchorage, AK 99508-3433**

Seal all proposals in an envelope and clearly label the outside of the envelope with the following information:

**UAA Lake Otis & Providence Drive RFP
Tract 1, U-MED Professional Park Subdivision
Parcel No. AN.AC.4017
Name of Individual Submitting Proposal
Address of Individual Submitting Proposal
Date**

Proposals will not be opened publicly. A UAA Review Committee will conduct its review of the submitted proposals August 1, 2022 thru September 2, 2022 with the aspirational goal of presenting the successful proposal to the University of Alaska Board of Regents for its review and approval in September 2022. The University of Alaska reserves the right to reject any or all submitted proposals.

4. PROPOSAL TRANSACTION OPTIONS/FORMS

Proposals for lease or purchase will be considered. If necessary, UALM will provide a letter of interest to negotiate. Upon selection of a Proposal, the terms and conditions will be reduced to writing in the form of a Lease Agreement or Purchase and Sale Agreement. Proposal transaction options include:

A. Lease. Each Lease Proposal must include the following items listed below and minimum returns to UAA must be guaranteed. In no circumstance will the University of Alaska System Office, or any of its universities, authorize loans or liens on or against the Property.

- i. Complete UALM Business Questionnaire Form. This form must be completed in its entirety, signed, and notarized. The form should provide sufficient evidence of Proposer's qualifications and financial ability to successfully develop the parcel.
- ii. Complete UALM Financial Offer Schedule Form. This form must be completed in its entirety.

B. Purchase/Direct Sale. Each Sale Proposal must list a total purchase price at or above fair market value.

- i. Complete UALM Offer to Purchase Form. Each offer must be submitted using the attached Land Sales Cash Purchase Offer to Purchase Form.

C. Multiple Proposals (Purchase and Lease). Proposers can submit a proposal for each type of transaction using the individual forms listed above. Each proposal must be submitted separately and completed in its entirety.

In addition to compensation structure, proposals should include the following:

D. Term of property inspection period and due diligence.

E. Term of closing.

5. PRICING/DEPOSIT

A. Minimum Price.

- i. Lease. Each Proposal must list an annual/monthly rent. The Proposer's suggested rent is to be expressed as a base amount and/or a percentage of annual gross revenue.

- ii. Purchase/Direct Sale. Each Proposal must meet or exceed the minimum fair market value price for consideration. If the submitted Proposal is lower than appraised fair market value, UALM will reject the proposal.

B. Deposit. An Initial Deposit shall be submitted when the Proposal is turned in and shall be in the form of a cashier's check held by UALM until an agreement is finalized. The cashier's check must be made payable to the **University of Alaska**.

- i. For leases, the required initial deposit is \$1,000. Deposits for successful Proposers shall be applied towards the security/performance deposit upon execution of a Lease Agreement. If the Lease Proposal is not selected, UALM will return the Initial Deposit.
- ii. For purchases, the initial deposit equal to five percent (5%) of the proposed amount (rounded up to the nearest dollar) is required. The initial deposit for the successful Proposer will be applied as down payment towards the purchase price of the Property. An additional five percent (5%) of the purchase price, representing the balance of the down payment, must be paid upon execution of the Purchase Agreement. The entire balance of the purchase price must be paid in full at the closing. If the Sale Proposal is not selected, UALM will return the Initial Deposit.
- iii. A proposer submitting proposals both for a lease and for a sale is to pay a separate deposit for each proposal.

C. Agreement. A Lease Agreement or Purchase and Sales Agreement will be executed within thirty (30) days of the University's approval and/or selection. If an agreement cannot be reached within that time, termination is presumed, unless the UAA Review Committee agrees to extend the period. UALM reserves the right to proceed to the next ranked proposal or reject all proposals in the University's best interest.

D. Board of Regents' Approval. All proposals in the amount of ONE MILLION DOLLARS (\$1,000,000), or more, will be accepted subject to Board of Regents' approval [BOR Policy 05.11.060(B.4)].

6. ADDITIONAL REQUIREMENTS/DOCUMENTATION

A. List of required documentation.

- i. **Conceptual Development Plan.** A Conceptual Development Plan, showing general site layout, building design and proposed construction specifications of all facilities, must be submitted with the proposal. The Conceptual Development Plan should also describe the Proposer's general plans for management, organization, marketing, operations, and financing. The Conceptual Development Plan should contain a level

of detail sufficient to allow the University to determine with specificity Proposer's intentions, evaluate the proposal for compliance with the RFP, evaluate the proposal in the context of compatibility of use against the UAA's mission and compare the proposal to other proposals on a competitive basis. The Conceptual Development Plan shall include, at a minimum, the following information:

- ii. **A marketing plan**, including the target clientele.
- iii. **Describe whether development proposal is compatible with UAA's education mission and programs.**
- iv. **A description of improvements** proposed to be constructed on the parcel, including but not limited to buildings, utilities, waste disposal systems and walkways.
- v. **A site plan** depicting all proposed improvements.
- vi. **The time frame** for construction of all proposed improvements.
- vii. **A list of permits** required for development and operation of the project.
- viii. **A management and organization plan**, including, at a minimum, names and general experience of key managers, and total number of anticipated personnel.
- ix. **An operating plan**, including a general description of the nature and scope of the operations, services to be offered, season of operation and anticipated annual number of guests or patrons.
- x. **A financing plan** evidencing Proposer's financial ability to meet the financial requirements of the proposal and identifying the source of investment capital and the names and addresses of all individuals proposed to have a security interest in the project.

The successful Proposer will be required to submit to the University a detailed and thorough Development Plan for approval prior to commencing operations. The successful Proposer shall be responsible for compliance with all federal, state and local laws and regulations. Therefore, it is recognized that the Conceptual Development Plan required as part of this RFP may be modified by the Proposer after entering into a Lease Agreement or Sales Agreement with the University and having had the opportunity to more fully evaluate engineering and other technical aspects of the project.

B. Supporting Documentation. Any documentation or additional information necessary to enable the University to evaluate the proposal is to be submitted.

- i. All proposals must be signed, dated and completed in full, and must reach the Land Management - Anchorage Office, as specified above, by the announced final date for receipt of proposals. All materials submitted as part of the proposal become the property of the University immediately upon receipt. Proposals may be accepted as is, or, at the University's sole discretion, may be subject to further negotiation on a case-by-case basis. Proposals will be reviewed, evaluated, accepted and/or rejected,

in writing, within NINETY (90) DAYS of the announced last date for receipt of proposals. A Proposal may not be withdrawn by Proposer at any point prior to the close of this 90-day period or the date of rejection, whichever occurs earlier.

7. DISQUALIFICATION

Any of the following may, at the University's sole discretion, disqualify a proposal:

- A. The proposal is submitted for less than fair market value, as determined in the sole discretion of the University.
- B. The proposal is received without the required minimum deposit amount.
- C. The required forms are not completed in full, signed and dated or there is insufficient information.

8. EVALUATION AND ACCEPTANCE

All proposals received in-person or by mail in the Land Management office will be opened for evaluation and acceptance following the announced last date for receipt of proposals.

- A. Evaluation and Criteria Grading/Points. All proposals will be opened, evaluated, and compared competitively with other proposals for a period of up to thirty (30) days of opening of the proposal(s).
- B. Ground Lease Revenue or Purchase Price. The net present value ground lease revenue or purchase price will be ranked from highest to lowest as follows:
 - the highest net present value ground lease revenue or purchase price will receive the highest score,
 - the lowest net present of ground lease revenue or purchase price will receive the lowest score.
 - Please note that nominal ground lease rent over the term will be discounted to present value using an appropriate discount rate.
- C. Proposals will be further evaluated by the University using the following criteria:

CRITERIA	COMMITTEE SCORE (Lease or Purchase)	MAXIMUM POINTS
1. Present value of ground lease payments and final purchase price. Financial offer and terms.		55
2. Proposed use or conceptual development plan based on the proposal submission requirements to maximize the highest and best use of the property in support of UAA's education mission and programs.		25
3. Demonstrated financial ability. Please submit financial statements and project pro forma including details on sources and uses of funds under a separate cover, demonstrating judgment, experience, integrity, skill, ability, and/or capacity to invest and/or develop land.		10
4. Experience. Past performance record including any projects within the last 7 years with details and references.		10
TOTAL POINTS =		100

D. Interviews. The University may elect to invite proposers for an interview after the evaluation period. The interview format will typically consist of a TWENTY (20) MINUTE presentation by the Proposer and TWENTY (20) MINUTE question and answer period with the review committee.

9. MODIFICATIONS TO PROPOSALS

The University reserves the right to modify the terms and conditions of this RFP at its sole discretion at any time without prior notice. Proposers shall be bound by the most current RFP

terms and conditions at the time an offer is submitted. It is the sole responsibility of proposers to ensure that they have received the most current terms and conditions of this RFP and related material prior to submitting a proposal.

10. PAYMENT, EXAMINATION OF PROPOSER'S FINANCIAL BACKGROUND

- A. Lease.** EXAMINATION OF PROPOSER'S FINANCIAL BACKGROUND. The University reserves the right to request additional and independent verification of any financial information concerning the Proposer and/or the Proposer's proposal. If the Proposer does not wish its financial information to be available to the public, they must clearly stamp CONFIDENTIAL on each such financial document. The University will maintain the confidentiality of such information to the extent allowable by law. The proposals themselves, however, cannot be classified as confidential and may be open to the public after a contract is executed with the successful Proposer. Verification of a Proposer's financial ability to develop and manage the proposed project and meet all of the terms of the lease agreement may include, but not be limited to, an examination of credit history, debt obligations, income and assets of the Proposer. A Proposer may be required to pay for and furnish a business or mortgage credit report issued by a credit reporting agency approved by the University. The University reserves the right to decline any and all proposals submitted by parties who are currently or have previously defaulted on payments to the University.
- B. Purchase/Direct Sale.** The entire balance of the purchase price must be paid in full at the time of closing.

11. QUESTIONS OR COMMENTS

Questions or comments concerning this RFP must be made in writing, expressly identified as a question or comment concerning this RFP and submitted to the email address listed in Section 2 or the Anchorage mailing address listed in section 3. Proposers shall not rely in any manner upon any verbal information received from the University for any purpose, including interpretation of any of the terms and conditions of this RFP or compliance with the requirements of this RFP. Any Proposer protests based upon any omissions or errors, or the content of this RFP, will be disallowed if not made in writing prior to submitting the Proposer's first proposal.

12. AGE REQUIREMENT

You must be at least eighteen (18) YEARS of age in order to submit a proposal to lease land from the University. THE UNIVERSITY WILL NOT ENTER INTO A LEASE OR OTHER CONTRACT WITH ANYONE UNDER THE AGE OF EIGHTEEN (18).

13. NOTICES/COMMUNICATIONS

All notices and communications sent by the University to Proposers, including successful Proposers, pursuant to the terms and conditions of this RFP and the University's closing documents, will be sent by U.S. Postal Service ("USPS") or via email. Documents requiring signatures will be sent via USPS to the address shown on proposer's Business Questionnaire Form or emailed to the Proposer via DocuSign, unless otherwise agreed to in advance in writing by the University. All notices and communications sent USPS or emailed by the University shall be deemed given on (i) the date the return receipt is signed, or (ii) FIVE (5) DAYS after deposit in the U.S. Mail, or (iii) the date emailed whichever occurs first.

14. LEASE OR PURCHASE AGREEMENT

If a proposal is accepted in writing by the University and sent to the Proposer, the successful Proposer must, within THIRTY (30) DAYS of receipt of the lease or purchase and sale agreement, properly complete, sign, and return the agreement to the University at the address provided in Section 3, above. All leases and purchases shall be subject to existing zoning, reservations, exceptions, easements, restrictions, covenants, setbacks, and other encumbrances noted on title. These include, but are not limited to, the Public Use Easement Agreement recorded on June 11, 2009 as document 2009-038950-0 in the Anchorage Recording District, and the Notice of Property Restriction recorded on August 28, 2013 as document 2013-049077-0 in the Anchorage Recording District. Leased or sold properties may be subject to borough and/or local taxes or special assessments. The University shall coordinate all leases and sales using University documents. The successful Proposer shall be responsible for paying all costs associated with completing the agreement, including, but not limited to, recording fees, credit reporting fees, fees related to verifications of deposit and credit, and administration fees.

15. DEPOSIT AS LIQUIDATED DAMAGES

The University may retain the proposer's deposit, down payment, and all other funds paid to the University, as liquidated damages, and not as a penalty, in the event that the successful Proposer fails to: (a) properly complete, sign and return the agreement or any other documents within THIRTY (30) DAYS of the date of the University's notice or other communication, or (b) meet any or all of the terms and conditions contained herein, outlined in the acceptance letter,

or listed in the lease agreement or purchase and sale agreement. The agreement, if any, shall be terminated by the University, and the University shall be free to accept another proposal. The University and the Proposer agree that the University's costs and damages are difficult of ascertainment, are reasonably represented by the amount of the deposit, and may (but not necessarily will) include costs of advertising, staff costs, legal costs, title examination fees, lost profits from other possible leases, and other similar costs and damages. THE DEPOSIT AND ALL OTHER FUNDS PAID TO THE UNIVERSITY BY THE SUCCESSFUL PROPOSER ARE NON-REFUNDABLE IF THE SUCCESSFUL PROPOSER DOES NOT COMPLY WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL.

16. PARCEL INSPECTION

Interested parties are strongly urged to do an on-site inspection of the parcel and locate all property boundaries prior to submitting proposals to lease land from the University. Interested parties should thoroughly inspect parcels and all available documentation pertaining to existing conditions to ensure that the parcel is suitable for the party's intended use and to determine all permitting requirements related to that intended use. On-site inspections shall be conducted entirely at the interested parties' own risk and responsibility. It is also recommended that Proposers inspect all public records pertaining to this parcel, including, but not limited to, recorded plats and covenants, local improvement district assessments and topographical maps, prior to submitting Proposals. Information regarding these parcels may be available from local, state and federal offices, including but not limited to: the city or borough assessor's office, building permitting office and land planning office; local utility companies; district recorder's office; the State of Alaska Department of Natural Resources, Department of Environmental Conservation, Department of Fish and Game and Department of Transportation and Public Facilities; and the U.S. Department of the Interior Bureau of Land Management, Geological Survey, Environmental Protection Agency and Army Corps of Engineers. Successful Proposers shall be required to obtain all requisite permits prior to commencing construction. The successful Proposer will be required to comply with all deed restrictions and covenants affecting the parcel.

17. ACCESS/MAINTENANCE

Legal access, maintenance of the roads, utilities and drainage systems necessary to the operation shall be the responsibility of the successful Proposer. Successful Proposers shall be required to comply with all State of Alaska Department of Environmental Conservation regulations relating to the installation and maintenance of all water and wastewater systems located on the parcel and, if applicable, the regulations of the U.S. Army Corps of Engineers relating to the development of wetlands.

18. WARRANTIES

Proposers are advised that the maps, floor plans, acreages and other information provided with this RFP are approximations and that no guarantee or warranty is made to their accuracy. It is the Proposer's responsibility to examine the parcels and take such other steps, as may be necessary to ascertain the exact character and location of the parcels and improvements, if any, and the general and local conditions that affect the use of the parcels and improvements. In addition, the University makes no warranties, either express or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of the parcel, to include, without limitation, the soil conditions, water drainage, suitability of the parcel for on-site wastewater disposal, physical access, or natural or artificial hazards which may or may not exist, or the merchantability, suitability or profitability of the parcel for any use or purpose. These properties are being offered "as is." ALL PROPOSERS ARE STRONGLY URGED TO INSPECT THE PARCEL BEFORE SUBMITTING A PROPOSAL.

19. INSURANCE

For a lease, the successful Proposers shall be required to keep and maintain broad form comprehensive insurance, automobile liability insurance and other appropriate insurance. With the exception of worker's compensation and employer's liability insurance, all such insurance shall name the University as an additional insured party and loss payee to the extent of its interest therein. The amount of insurance required shall be determined solely by the University, based on the scope and magnitude of the project. The minimum amount of general liability and automobile insurance typically required by the University is TWO MILLION DOLLARS (\$2,000,000.00) each.

20. LIABILITY AND INDEMNITY

- A. For a lease, the lease will include provisions that Lessee assumes all responsibility, risk and liability for all activities of Lessee, its employees, agents, representatives, contractors, subcontractors, invitees or licensees, directly or indirectly conducted in connection with its use, performance, activities or operations on or surrounding the Property, including environmental or hazardous materials risks and liabilities whether occurring during or after the term of this Lease; that Lessee shall indemnify, defend and hold the University, its Board of Regents, officers, employees, agents and representatives harmless from and against any and all loss, expense, including attorney's fees and litigation costs, damage, claim, demand, judgment, fee, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever on account of damage to or loss of property, or personal injury, emotional distress or death arising directly or indirectly in

connection with the use, performance, activities or operations of Lessee, its employees, agents, representatives, contractors, subcontractors and invitees; that this indemnification does not apply where the injury is caused by the University's sole negligence or intentional misconduct; that this indemnification applies before and after Lessee's activities and operations on the Property and shall survive any termination or expiration of the Lease; and that in the event any part of this indemnification clause is determined to be contrary to law or public policy, Lessee agrees to provide the University with the maximum indemnification allowed by law.

- B.** For a sale, the agreement will include provisions that Buyer agrees that Buyer shall indemnify, defend and hold the Seller, its Board of Regents, officers, employees, agents, and representatives harmless from and against any and all loss, expense, damage, claim, demand, judgment, fee, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever, whether arising on account of damage to or loss of property, or personal injury, emotional distress or death arising directly or indirectly in connection with Buyer's purchase, use, presence on, or ownership of the Property, whether the same arises before or after the closing of the Property; that this indemnification does not apply to instances where the injury is caused by the Seller's gross or sole negligence or intentional misconduct; and that in the event any part of this indemnification clause is determined to be contrary to law or public policy, Buyer agrees to provide the Seller with the maximum indemnification allowed by law.

21. WETLANDS DISCLOSURE

Some of the parcels offered in this RFP may contain wetlands and/or waters, in whole or in part, which are regulated under Section 404 of the Clean Water Act. U.S. Army Corps of Engineers permitting may be required for any development on the parcels. Interested parties are strongly urged to contact the U.S. Army Corps of Engineers, Alaska District, prior to submitting an RFP, in order to determine the specific development restrictions, if any, that pertain to the parcels.

22. CONDITIONS

The University reserves the right to postpone or cancel this RFP, in whole or part, and to withdraw parcel from this RFP at any time prior to or during the RFP process and prior to execution of a lease agreement, without notice. The University shall not be liable for any expenses incurred by any parties participating in this RFP as a result of, but not limited to, withdrawal of a parcel from this RFP process. The University reserves the right to decline any and all proposals, to negotiate separately with any Proposer participating in this RFP, to accept a proposal without further discussions, to waive any informality in the proposals received, to

accept that proposal which represents the best interests of the University, and to waive any technical defects in this brochure. It is the intent of the University to secure agreements for the lease of certain University properties that, in the University's sole opinion, are most favorable to the University. Approval of any agreement, which results from this RFP process, may require the approval of the University of Alaska Board of Regents.

23. ADMINISTRATIVE PROTEST OF UNIVERSITY DECISIONS

A Proposer may protest a University decision concerning the acceptance or rejection of a Proposal by appealing that decision as follows:

- A. Protest to the Chief Strategy, Planning, and Budget Officer.** A Proposer may protest a decisions made regarding acceptance or rejection of the Proposal to the Chief Strategy, Planning, and Budget Officer for University of Alaska. To protest a decision, the Proposer must: (i) notify the Chief Strategy, Planning, and Budget Officer (SPBO) of the protest, in writing, at the address listed in Section 3, within TEN (10) CALENDAR DAYS after the University has given notice of the decision the Proposer wishes to protest; and (ii) explain in detail all the reasons for the protest and the relief requested.
- B. Decision of the SPBO.** The SPBO shall consider the protest and may request additional information and documentation from the Proposer. The SPBO will issue, within FIFTEEN (15) CALENDAR DAYS after the proposer has supplied the requested information and documentation, either a written determination or a notice that a hearing will be held. If a hearing is held, the SPBO will issue a written determination within fifteen (15) days following the close of the hearing. The SPBO may extend the period of issuance of a determination for good cause. If the SPBO does not issue a written decision on the protest within NINETY (90) CALENDAR DAYS after the expiration of the most recent deadline or extension, then Proposer's protest shall be deemed to have been denied. The decision of the SPBO will be the final University decision.
- C.** An appeal of the SPBO's final decision may be filed under Appellate Rule 602(a) (2) with the Superior Court, Third Judicial District, located in Anchorage, Alaska no later than THIRTY (30) CALENDAR DAYS of the date of the SPBO's final decision.
- D. Stay.** A protest will not automatically stay a decision of the University. A party protesting must request a stay of the decision. Such a stay may be granted only where the SPBO finds that a reasonably probability exists that the protest will be sustained, or that a stay of the award is not contrary to the best interests of the University.

RFP TO LEASE (4 pages)

**UNIVERSITY OF ALASKA
REQUEST FOR PROPOSALS TO LEASE LAND
BUSINESS QUESTIONNAIRE**

This form is to be completed by all individuals or entities submitting a proposal ("Proposer") to the University of Alaska, Land Management office. It is to be completed to the full knowledge of the authorized representative of the Proposer. Please explain any omissions and use additional pages where appropriate.

1. Name, address, telephone and fax number of Proposer:

Name _____ Title _____

Entity Name, if any _____

Address _____ City _____ State _____ Zip _____

Telephone Number (____) _____ Fax # (____) _____

2. Name, address and telephone number of the individual completing questionnaire:

Name _____ Title _____

Address _____ City _____ State _____ Zip _____

Telephone Number (____) _____ Fax # (____) _____

3. Proposer's organization:

Individual Business Corporation Tax Exempt Corporation General Partnership Limited Partnership

Other, please explain: _____

Place of Incorporation of Proposer: _____ Date of Incorporation: _____

Alaska Business License #: _____ Taxpayer ID #: _____

Note: Proposers intending to develop University parcels for commercial use must have a valid Alaska Business License. Acceptable evidence that the Proposer possesses a valid Alaska Business License will be required. Proposals should include one of the following:

- (a.) A current copy of Proposer's Alaska Business License
- (b.) A canceled check that demonstrates Proposer's payment of the Alaska Business License fee.
- (c.) A copy of Proposer's Alaska Business License application with a receipt stamp from the State's business license office.

4. How long has Proposer been in business? _____ (years).
Was Proposer ever organized under another name? Yes No.

If yes, please explain: _____

5. List Proposer's present business activities: _____

6. List partners, principals, directors, officers, and project managers of Proposer:

Name	Position	Address	Phone

7. List Proposer's major stockholders and affiliated entities. An entity shall be considered affiliated with Proposer if it controls, is controlled by or is under common control or management with Proposer:

Name	Position	Address	Phone

8. Proposer's Financial Information:

(a.) The financial condition of Proposer, as of _____, is as reflected in the attached financial statements (balance sheet, income statement, and statement of retained earnings). NOTE: Attached to this statement is a financial statement showing the assets and liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards. If the date of the financial statement precedes the date of this submission by more than six (6) months, also attach an interim balance sheet not more than **SIXTY (60) DAYS** old.

(b.) Name and address of individual who prepared Proposer's financial statement:

Prepared by: _____

9. List three professional references with whom Proposer has done business in the last three years (references may be contacted by the University of Alaska):

Name	Address	Phone	Relationship

10. Identify Proposer's sources of capital for this project: _____

11. List and describe Proposer's previous projects which are similar in nature and scope to the proposed use of the parcel:

**UNIVERSITY OF ALASKA
REQUEST FOR PROPOSALS TO LEASE LAND
FINANCIAL OFFER SCHEDULE**

This form is to be completed by all individuals or entities submitting a proposal ("Proposer") to the University of Alaska, Land Management office. It is to be completed to the full knowledge of the authorized representative of the Proposer. Please explain any omissions and use additional pages where appropriate. **An Ethics Disclosure Form, if applicable, must be completed and MUST ACCOMPANY ALL OFFERS FROM UNIVERSITY EMPLOYEES OR FAMILY MEMBERS.**

1. Name, address, telephone and fax number of Proposer:

Proposer _____

Address _____ City _____ State _____ Zip _____

Telephone Number (____) _____ Fax # (____) _____

2. Parcel Name: _____ **3. Parcel #:** _____

4. Proposal Terms:

(a.) Proposed Number of Years: _____.

Proposer must specify the proposed term (number of years) of the lease. The number of years should reflect the minimum number of years Proposer is willing to enter into a lease based on the scope and magnitude of the project. Proposals may be rejected if the term is excessive.

(b.) Proposed Security/Performance Deposit: \$ _____.

Proposer must specify the sum of the security/performance deposit proposed. The deposit should reflect the maximum amount Proposer is willing to deposit with the University based on the risk associated with the scope and magnitude of the project. Proposals may be rejected if the deposit is deficient. The deposit will be returned after completion of the construction and/or termination and complete compliance with the terms of the lease agreement.

(c.) Proposed Compensation:

Proposer must specify the sum it will pay as annual/monthly rent. The University's suggested rent is a base amount and/or a percentage of annual gross revenue. Proposers must specify proposed rent increases throughout the life of the lease. Proposals may be rejected if compensation to the University is deficient. Proposed compensation:

TERM YEAR(S)	PROPOSED COMPENSATION TO UNIVERSITY
_____ to _____	_____
_____ to _____	_____
_____ to _____	_____

OTHER PROPOSED TERMS (IF ANY)

I have enclosed a cashier's check or money order, payable to the University of Alaska, in the amount of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** and agree to pay all closing costs and all other fees associated with the lease of this parcel as described under the Terms and Conditions of the University of Alaska Request for Proposals to Lease Land. **IF MY PROPOSAL IS ACCEPTED AND, FOR WHATEVER REASON, I DECIDE NOT TO ENTER INTO A LEASE AGREEMENT, I AGREE THAT THIS DEPOSIT SHALL BE RETAINED BY THE UNIVERSITY AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.**

Proposer: _____ Date: _____

By: _____

Its: _____

**UNIVERSITY OF ALASKA
REQUEST FOR PROPOSAL TO PURCHASE LAND
OFFER TO PURCHASE FORM**

INSTRUCTIONS: Please print legibly. This form must be filled out in its entirety and must be submitted with the correct deposit amount. The offer amount must be at or above the fair market value as determined in the sole discretion of the University. This form must be submitted to the University of Alaska, Land Management, at 1815 Bragaw Street, Suite 101, Anchorage, Alaska 99508-3433.

An Ethics Disclosure Form, if applicable, must be completed and **MUST ACCOMPANY ALL OFFERS FROM UNIVERSITY EMPLOYEES OR FAMILY MEMBERS.** The Ethics Disclosure Form can be found at www.alaska.edu/ualand.

OFFEROR

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NUMBER () _____ EMAIL ADDRESS _____

OFFER

I hereby submit an offer to purchase PARCEL # _____

LOT _____ BLOCK _____ SUBDIVISION _____

The amount of my offer is: (please also write out the amount in words, rounded up to the nearest dollar).

OFFER AMOUNT: _____ NO/CENTS (\$ _____ .00)

The amount of my deposit is: (must be a minimum of **FIVE PERCENT (5%)** of the offer amount, (**rounded up to the nearest dollar**).

DEPOSIT ENCLOSED: _____ NO/CENTS (\$ _____ .00)
(All payments must be in the form of a cashier's check. No personal checks.)

TITLE VERIFICATION

Please type or print all names, as they should appear on the deed, deed of trust and deed of trust note. **ALL PARTIES TO BE NAMED ON THE DEED MUST SIGN THIS OFFER TO PURCHASE FORM.** Please note, the University will not extend financing or convey title to anyone under the age of eighteen (18):

CONTINUED ON NEXT PAGE

Please indicate below if marital status should appear on the title:

- Do not indicate marital status.
- A single person(s).
- A married person.
- A married couple.

If Offeror is more than one person, please specify one of the following:

- As tenants by the entirety (married couple only).
- As tenants in common.
- Other. Please specify (e.g., corporation) _____

For purposes of general explanation only, the University provides the following (for further information, consult your attorney):

Tenancy by the entirety. As recognized in AS 34.15.110(b) and .140, a form of ownership created between a married couple, by which together they hold title to the property with right of survivorship, so that upon the death of either, the survivor automatically acquires title to the share of the deceased spouse.

Tenancy in common. As recognized in AS 34.15.110(a) and .140(c), a form of ownership by two or more persons whereby each person holds an undivided interest in the property. Unlike a tenancy by the entirety, the interest of a tenant in common does not terminate upon his or her death (i.e., there is no right of survivorship) and instead passes to his or her estate or heirs.

Note: Joint tenancy has been abolished by AS 34.15.130. Thus the University cannot convey property in a joint tenancy.

SIGNATURES

I HEREBY CERTIFY that I have read and understand and accept the terms and conditions therein. I have enclosed a **cashier's check, payable to the University of Alaska**, in an amount equal to at least FIVE PERCENT (5%) of the Offer Amount. I hereby agree that the Offer Amount represents the purchase price I shall pay for the parcel if my offer is accepted. Additionally, I agree to pay all closing costs and all other fees associated with the purchase of this parcel as described under the Terms and Conditions of the University of Alaska Land Sales Cash Sales. **IF MY OFFER IS ACCEPTED AND, FOR WHATEVER REASON, I DECIDE NOT TO ENTER INTO A PURCHASE AGREEMENT, I AGREE THAT THIS DEPOSIT SHALL BE RETAINED BY THE UNIVERSITY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, PURSUANT TO PARAGRAPH 12.**

I hereby certify that I am **EIGHTEEN (18) YEARS** of age or older.

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

**UNIVERSITY OF ALASKA, LAND MANAGEMENT
1815 Bragaw Street, Suite 101, Anchorage, Alaska 99508-3433**