



PUBLIC NOTICE
TRACT 1, U-MED PROFESSIONAL PARK SUBDIVISION
REQUEST FOR PROPOSALS FOR GROUND LEASE OF
UNIVERSITY PROPERTY

The Office of Land Management is seeking long-term ground lease 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.

The full request for proposals, including the maps and terms and conditions, is available online at www.alaska.edu/ualand in the Public Notices section. Parties interested in submitting proposals to lease land must submit the required paperwork to the University through its Land Management office by email at ua-land@alaska.edu, by no later than **5:00 P.M. on Monday, May 29, 2023**, to be considered.

Anchorage Office
1815 Bragaw St. Ste. 101
Anchorage, Alaska 99508

UNIVERSITY OF ALASKA
Land Management
www.alaska.edu/ualand
ua-land@alaska.edu

Fairbanks Office
2025 Yukon Dr. Ste. 106
Fairbanks, Alaska 99775

REQUEST FOR PROPOSALS FOR GROUND LEASE OF UNIVERSITY PROPERTY, TRACT 1 U-MED PROFESSIONAL PARK SUBDIVISION

Issued by:

University of Alaska Land Management

1815 Bragaw St., Ste. 101

Anchorage, AK 99508

p. (907) 786-7766



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I. Solicitation Schedule

A) Proposed Schedule

This schedule is presented as a rough timeline for informational purposes only. Although it is based upon the best information currently available, UA makes no claims or guarantees as to accuracy.

RFP Issue Date	March 30, 2023
Deadline for Written Questions or Comments	April 13, 2023 at 5:00 PM
Responses to Written Questions or Comments	April 27, 2023 at 5:00 PM
Proposal Submission Deadline (60 days)	May 29, 2023 at 5:00 PM
Proposal Evaluations (30 days)	May 30 – June 29, 2023
Proposal Selection Announcement	June 30, 2023
Ground Lease Letter of Intent	July 14, 2023
Negotiate lease terms and conditions, followed by Board of Regents Approval	Up to 6 months

*No pre-proposal conference will be held.

II. Introduction

All documents pertaining to this request for proposals (RFP) are available at the University of Alaska Land Management (UALM) website <https://www.alaska.edu/ualand/public-notices/index.php>. Addenda and additional information may be posted on the public notice webpage with or without notice. The proposer is responsible for periodically checking the website for updates or new material.

The UALM seeks proposals for a long-term ground lease and conceptual development plan with qualified individuals or firms (Proposer or Proposers) for the below-described property on behalf of the University of Alaska Anchorage (UAA). The proposal must provide the University sufficient information regarding the proposal as outlined in the proposal requirements (Section III.D).

A) Property Description and Location Details

The University owns 7.162 acres (more or less) of unimproved vacant land located at the intersection of Lake Otis Parkway and Providence Drive within the University-Medical (U-MED) District in Anchorage, Alaska, described as Tract 1, U-MED Professional Park Subdivision (referred to herein as Property). The Municipality of Anchorage (MOA) identifies this Property as Parcel 004-202-06-000 and it is zoned PLI (Public Lands Institution). The Property is located within an Opportunity Zone in UAA's [Campus Master Plan](#).

The property has a prime location at a highly visible corner lot with convenient access from Laurel Street and Lake Otis Parkway. The neighborhood is an established medical district adjacent to the UAA campus

with many medical practices in the area providing a variety of services to the public. The property has approximately 110 feet of road frontage. The Property is currently used as a storage area. The University requires that the proposed development align with UAA's [Campus Master Plan](#) and the U-MED District Plan (available through the MOA) and is compatible with the community development of the surrounding neighborhood.

The Property will be leased 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 except as expressly stated in the Ground Lease. The Proposer should keep in mind that it will be responsible for ensuring that the proposed use complies with current local regulations by contacting the applicable Planning Department. In addition, the Proposer will ultimately be responsible for obtaining any necessary local land use approvals for the proposed project development.

III. Proposal Instructions

A) Proposal Solicitation Contact and Issuing Office

Email: ua-land@alaska.edu

Physical Address: University of Alaska Land Management
1815 Bragaw Street, Suite 101
Anchorage, AK 99508

Phone: (907) 786-7766

B) Proposal Deadline

All Proposals and any subsequent amendments thereto must be received no later than **May 29, 2023 at 5:00 PM** (Submission Deadline). All parties submitting a proposal are responsible for ensuring that their Proposal is received by the Submission Deadline. Proposals received after the Submission Deadline will not be considered.

C) Proposal Submission

Proposals shall be submitted electronically via email to the email address as outlined in the proposal solicitation contact (Section III.A). Proposals will only be accepted up to the submission deadline or as amended by addendum. Proposals submitted by email must arrive so the receipt date of the email is prior to the submission deadline. It is the Proposer's responsibility to ensure that their proposal is received on time. Proposals which are late for any reason, including failure of UA's email delivery system, shall be rejected. Proposals submitted by any other methods will not be accepted. All submissions become the property of the University and will not be returned.

All costs incurred by the Proposer in the preparation of the response to this RFP are the sole responsibility of the Proposer.

D) Proposal Requirements

All materials submitted as part of the Proposal become the property of the University immediately upon receipt. Include any and all documentation or additional information necessary to enable the University to evaluate the submitted proposal.

1. Business and/or Proposer Information

The required information should include, but not be limited to:

- a) Proposer and/or business name, physical address, phone number, and email address
- b) List of Proposer's partners, principals, directors, officers, and project managers
- c) List of Proposer and/or business major stockholders and affiliated entities

2. Financial Offer and Terms

The financial offer should include, but not be limited to:

- a) Proposed lease term. Proposals are to specify initial term, number of unilateral extensions, and lengths of unilateral extensions, provided that the initial term and unilateral extensions in the aggregate are not to exceed fifty-five (55) years. Lessee may seek additional extensions beyond the initial fifty-five (55) year lease term, subject to the University's approval.
- b) Proposed compensation. The compensation structure must address the following details and parameters:
 - i. Total amount of ground lease payments with a rent schedule for the term of the lease. The annual lease rent will be no less than \$857,600 and must not include an introductory period of zero or reduced rent, or other irregular lease payments.
 - ii. Amount of security deposit equal to the first two (2) years of annual payments.
 - iii. Periodic adjustments to the rent of at least 2% annually. Please specify the proposed amount and frequency of adjustments and any other significant features of the proposed structure.
- c) Anticipated time frame for due diligence.

3. Conceptual Development Plan

A conceptual development plan (CDP), showing general site layout, building design, and proposed construction specifications of all facilities must be submitted with the Proposal. The CDP should also describe the Proposer's general plans for management, organization, marketing, operations, and financing. The CDP should contain a sufficient level of detail to allow the University to determine the Proposer's intentions, evaluate the Proposal for compliance, and accurately evaluate the Proposals based on the evaluation criteria specified herein.

The successful proposer will be required to submit a final CDP for approval to the University prior to entering into a lease agreement. The successful proposer shall also be responsible for compliance with all federal, state, and local laws and regulations. Therefore, it is recognized that the final CDP may require amendments after entering into a lease agreement with the University and after having the opportunity to further evaluate the site conditions for development of the project.

The CDP shall include, at a minimum, the following information:

- a) A site plan and suggested elevations depicting all proposed improvements in the draft exhibits.
- b) Plans for proposed improvements describing the proposed building(s), square footage, waste disposal systems, parking, walkways, project amenities, and density or floor area ratio.

- c) The time frame for construction of all improvements.
- d) Architectural theme, including building elevations and design finishes, including proposed color palette that is indicative of a high-quality project.
- e) A list of permits required for development and operation of the project.
- f) A management and organization plan including, at a minimum, names and general experience of key managers and total number of anticipated personnel.
- g) An operating plan including a general description of the nature and scope of operations, services to be offered, season(s) of operation, and anticipated annual number of patrons or guests.
- h) A marketing plan including target clientele and a market feasibility assessment substantiating the proposed use(s).

4. Demonstrated Financial Ability

- a) Proposer's financial information shall include, at a minimum, the following information:
 - i. Attach financial statements including at a minimum, balance sheets, income statements, and statements of retained earnings for the past three (3) years.
 - ii. A brief explanation of whether or not the Proposer or affiliated entity or previous affiliated entity ever filed a petition for bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors.
 - iii. A brief explanation of whether or not the Proposer or affiliated entity ever been in default on any obligation to or subject to any unsatisfied judgement or lien.
 - iv. Provide information on any project previously foreclosed, pending foreclosure, or having failed to meet real estate loan obligations in the past seven (7) years.
- b) CDP financial information shall include, at a minimum, the following information:

Evidence of the Proposer's financial capacity demonstrating that the Proposer has the financial ability to carry out and complete the proposed project. Evidence of the Proposer's financial ability shall consist of:

 - i. Either a commitment letter, letter of intent, or a letter of credit from a reputable lender committing to finance construction of the proposed development project.
 - ii. Letter(s) from surety/sureties affirming that Proposer has the capacity to provide adequate performance.
 - iii. Sources of investment capital for this project.
 - iv. Names and addresses of all individuals and/or business entities proposed to have a security interest in the project.

5. Experience

- a) Proposer must have a minimum of five (5) years of experience on similar development projects.
- b) List projects developed and completion timelines within the past seven (7) years with at least three (3) references.

6. RFP Deposit

A deposit of 20% of the proposed first year's annual lease rent must be received by UALM within 24 hours of Proposal submittal. Deposits must be in the form of a cashier's check, made payable to the University of Alaska. Deposits for successful proposals will be applied toward the first year's annual lease rent upon execution of the lease agreement. Deposits will be returned to the unsuccessful proposers within seven (7) days of the proposal selection announcement.

7. Ethics Disclosure Form

Any offers from University employees or their family members must be accompanied by a completed "Disclosure of Interest in University grant/contract/lease/loan" form. Approval of this form must occur prior to executing the lease agreement. A copy of the ethics disclosure form is located [here](#).

IV. Selection Process

A) Evaluation Process

Evaluation of the Proposals will be carried out by a committee appointed by the University (University Selection Committee). The University Selection Committee may be assisted by other persons or entities as the University Selection Committee may deem necessary, including technical, financial, legal, and other outside advisors or employees of the University. The University Selection Committee will perform a preliminary administrative review to ensure the Proposal meets all requirements of the solicitation before moving to the evaluation phase (see Section IV.B Evaluation Criteria).

Proposals may be accepted as-is, or, at the University's sole discretion, and may be subject to further negotiation on a case-by-case basis. Proposals will be reviewed, evaluated, accepted and/or rejected, in writing, within thirty (30) days of the deadline for submission of Proposals. A Proposal may not be withdrawn by Proposer at any point prior to the close of this 30-day period or the date of rejection, whichever occurs earlier.

If a Proposal is scored with a "Fail" outcome, as listed in the beginning of the evaluation criteria, the University Selection Committee is not obligated to complete a detailed evaluation of the Proposal(s) and may, after completing a preliminary review, be eliminated. The University reserves the right to waive any informality or irregularity in any proposal.

After evaluations and/or interviews, the University Selection Committee may elect to contact the Proposers and request that they submit a best and final offer within a designated timeframe. During this process, no information will be provided publicly until the best and final offer process has concluded. After all best and final offers are received, the University will accept the highest-scored Proposal over all others.

B) Evaluation Criteria

	Criteria Weight
Proposal Responsiveness <i>Proposal information is detailed, thorough and provides sufficient information for evaluation.</i>	Pass/Fail
Proposer meets minimum proposal requirements and qualifications as outlined in RFP	Pass/Fail
Financial Offer and Terms <i>Proposals with higher net present value (NPV) to the University will receive higher points (NPV will be calculated using an 8% discount rate).</i>	40
Conceptual Development Plan <i>Proposals that best align with the UAA campus master plan, mission, and programs and will maximize the potential for the property will receive higher points.</i>	30
Demonstrated Financial Ability <i>Proposers will receive higher points for proven performance in prior projects, strong financial records, and for demonstrated funding on the proposed project.</i>	20
Experience <i>Higher points will be granted to proposers with a demonstrated history of successful, high quality projects, with sufficient supporting documentation within the past seven (7) years.</i>	10
100 Total Points	

C) Interviews

The University may elect to invite Proposers for an interview during the 30-day evaluation period. The interview format may consist of a twenty (20) minute presentation by the Proposer and an additional twenty (20) minute question and answer period with the University Selection Committee.

V. General Terms and Conditions

A) Modifications to this RFP

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.

B) 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 in accordance with AS 40.25, 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.

C) 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 emailed to UALM at ua-land@alaska.edu by April 13, 2023 at 5:00 PM. 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. Responses to questions or comments received will be posted to the UALM website and emailed to respondents by April 27, 2023 at 5:00 PM.

D) Notice and 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 mail or email. Documents requiring signatures will be mailed to the address indicated on the Proposal or emailed to the Proposer via DocuSign, unless otherwise agreed to in advance in writing by the University. All notices and communications sent by mail or email by the University shall be deemed given on (i) the date a return receipt is signed, (ii) five (5) DAYS after deposit in the mail, or (iii) the date emailed whichever occurs first and is applicable to the method of delivery used for transmittal.

E) Lease Agreement

After the proposal selection is announced, the University will enter into a letter of intent with the successful proposer to negotiate a lease agreement within the parameters of the Proposal and this RFP. The University and the successful proposer will negotiate the final lease agreement within six (6) months of entering into a letter of intent. The terms and conditions of the final lease agreement will require approval by the Board of Regents if the total value of the lease over the lease term is greater than one million dollars (\$1,000,000) [\[P 05.11.060 \(B.4\)\]](#). The successful Proposer must, within the required timeframe to complete the final lease agreement and after Board of Regents approval, if required, properly complete, sign, and return the lease agreement to the University unless extended by mutual agreement of the Lessor and Lessee. The lease agreement shall be coordinated using the draft lease agreement template included in this RFP and include any modifications from the successful proposal. All leases shall be subject to existing zoning, reservations, exceptions, easements, restrictions, covenants, setbacks, and other encumbrances noted on title. Leased properties may be subject to borough and/or

local taxes or special assessments. The successful Proposer shall be responsible for paying all costs associated with completing the lease agreement, including, but not limited to, recording fees, credit reporting fees, fees related to verifications of deposit and credit, and administration fees.

F) Use of 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 lease agreement or any other documents within the required timeframe 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. The lease agreement negotiations and any agreement documents, including letters of intent, 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 to ascertain, but 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 RFP.

G) Parcel Inspection

Parties are strongly urged to do an on-site inspection of the parcel and locate all property boundaries prior to submitting a Proposal. Interested parties should thoroughly inspect the parcel to ensure that the parcel is suitable for the party's intended use and to determine all related permitting requirements. The parcel offered for lease may contain physical hazards. Interested parties should exercise reasonable caution in their physical inspections of parcel. 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 prior to submitting a proposal, including, but not limited to, recorded plats and covenants, local improvement district assessments and topographical maps. 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; the State of Alaska Recorder's Office, Department of Natural Resources, Department of Environmental Conservation (ADEC), 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 (ACOE). The successful proposer 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.

H) Access and Maintenance

Legal access, maintenance of the roads, utilities, and drainage systems necessary to the operation shall be the responsibility of the successful proposer. The successful proposer shall be required to comply with all ADEC regulations relating to the installation and maintenance of all water and wastewater systems located on the parcel and, if applicable, the regulations of the ACOE relating to the development of wetlands.

I) 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 parcel and take such other steps as may be necessary to ascertain the exact character and location of the parcel and improvements, if any, and the general and local conditions that affect the use of the parcel 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. The Property is being offered "as is." ALL PROPOSERS ARE STRONGLY URGED TO INSPECT THE PARCEL BEFORE SUBMITTING A PROPOSAL.

J) Insurance

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.

K) Liability and Indemnity

The 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. 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. This indemnification does not apply where the injury is caused exclusively by the University's sole negligence or intentional misconduct. This indemnification applies before and after Lessee's activities and operations on the Property and shall survive any termination or expiration of this Lease. 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.

L) Wetlands and Flood Zone Disclosure

The parcel 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. ACOE permitting may be required for any development on the parcels. Interested parties are strongly urged to contact the ACOE, prior to submitting an RFP, in order to determine the specific development restrictions, if any, that pertain to the parcel.

In addition, this parcel is identified on a Federal Emergency Management Agency Flood Hazard Map and may require additional permitting for development. Interested parties are responsible for all regulatory compliance to determine the specific development restrictions, if any, pertaining to the parcel.

M) Conditions

The University reserves the right to postpone or cancel this RFP, in whole or part, and to withdraw parcels 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. It is the intent of the University to secure an agreement for the lease of this parcel that, in the University's sole opinion, is 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.

N) Administrative Protest of University Decisions

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

Protest to the Chief Strategy, Planning, and Budget Officer. A proposer or prospective proposer (referred to herein as Protestor) may protest any decisions made regarding acceptance or rejection of the Proposal to the Chief Strategy, Planning, and Budget Officer or delegee (SPBO) for University of Alaska. To protest a decision, the Protestor must: (i) notify the SPBO of the protest, in writing, at the UALM address included in this RFP, within the ten (10) calendar days after the University has given notice of the decision the Protestor wishes to protest; and (ii) explain in detail all the reasons for the protest and the relief requested.

Decision of the SPBO. The SPBO shall consider the protest and may request additional information and documentation from the Protestor. The SPBO will issue, within fifteen (15) calendar days after the Protestor 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 the protest shall be deemed to have been denied. The decision of the SPBO will be the final University decision.

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.

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 reasonable 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.