



UNIVERSITY *of* ALASKA

Many Traditions One Alaska

2017 REQUEST FOR PROPOSALS TO LEASE LAND DEVELOPMENT AND DISPOSAL TERMS AND CONDITIONS

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**2017 REQUEST FOR PROPOSALS
TO LEASE LAND TERMS AND CONDITIONS**

UNIVERSITY OF ALASKA LAND

The trust land owned and managed by the University of Alaska was originally granted to the University by the Federal Government in accordance with two Acts of Congress dated March 4, 1915, and January 21, 1929. These trust lands are for the exclusive use and benefit of the University of Alaska and therefore, are not state public domain land. The University develops, leases and sells land and resources to generate revenue for the University's Land Grant Trust Fund ("Fund"). Proceeds from the Fund are used for, among other things, the UA Scholars Program, natural resources related education and research, Fund inflation proofing and the effective management and development of the University's land portfolio.

PURPOSE OF REQUEST FOR PROPOSALS

The University of Alaska, Facilities and Land Management office (the "University") is requesting proposals from qualified individuals or firms ("Proposer") interested in leasing and developing commercial/recreational projects on land owned by the University. The goals of this Request for Proposals to Lease Land ("RFP") are to ensure that the leased properties are responsibly developed and managed for highest and best use and for the long-term benefit of the University.

SUBMITTING PROPOSALS TO LEASE LAND

1. SUBMITTING PROPOSALS. Each proposal to lease land must be received at the **University of Alaska, Facilities and Land Management, 1815 Bragaw Street, Suite 101, Anchorage, Alaska 99508-3438 (see * Note, page 9)** to be considered. All proposals should be sealed in an envelope and the outside of the envelope clearly labeled with the following information:

Proposal to Lease Land
Parcel Name
Parcel # _____ (enter appropriate number)
Proposer's Name and Address
Date

Proposals, and any subsequent amendments thereto, will be considered on a first come, first served basis.

2. INFORMATION THAT MUST BE CONTAINED IN A PROPOSAL. In order to be considered, all proposals to lease land from the University must include the following:

- a. Proposal Deposit.** A Deposit in the amount of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** must be submitted with the proposal. Deposits must be in the form of a **cashier's check or money order, made payable to the University of Alaska**. Deposits shall be held up to **NINETY (90) DAYS** following receipt of the proposal. Deposits for successful Proposers shall be applied towards the security/performance deposit upon execution of a lease agreement.

DEPOSITS FROM A SUCCESSFUL PROPOSER SHALL BE RETAINED AS LIQUIDATED DAMAGES, AND NOT AS PENALTY, in the event the University accepts a proposal and the successful Proposer fails to execute a lease agreement. Deposits shall be returned to unsuccessful Proposers within that **NINETY (90) DAY** period.

- b. **Conceptual Development Plan.** A Conceptual Development Plan, in triplicate, 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, and compare the proposal to other proposals on a competitive basis. The Conceptual Development Plan shall include, at a minimum, the following information:
- i. A **marketing plan**, including the target clientele.
 - ii. A **description of improvements** proposed to be constructed on the parcel, including but not limited to buildings, utilities, waste disposal systems and walkways.
 - iii. A **site plan** depicting all proposed improvements.
 - iv. The **time frame** for construction of all proposed improvements.
 - v. A list of **permits** required for development and operation of the project.
 - vi. A **management and organization plan**, including, at a minimum, names and general experience of key managers, and total number of anticipated personnel.
 - vii. 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.
 - viii. 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. 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 with the University and having had the opportunity to more fully evaluate engineering and other technical aspects of the project.

- c. **Business Questionnaire.** The attached Business Questionnaire, signed and fully completed. The Questionnaire should provide sufficient evidence of Proposer's financial ability to successfully develop the parcel.
- d. **Experience.** A summary of Proposer's experience, including any experience with operations similar to this.
- e. **Supporting Documentation.** All documentation necessary to enable the University to evaluate the proposal as submitted.
- f. **Ethics Disclosure Form.** If applicable, the Ethics Disclosure Form must be completed and must accompany all offers from University employees or family members. The Ethics Disclosure Form must be approved prior to the execution of a Lease Agreement. The Ethics Disclosure Form can be found at www.ualaska.edu.

All proposals must be signed, dated and completed in full. 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 rejected in writing within **NINETY (90) DAYS** of receipt.

3. INTERVIEWS. Responsive Proposers may be invited to interview with the University. 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.

4. RESPONSIVE PROPOSALS. All proposals will be opened upon receipt and will be deemed responsive, non-responsive or deficient as follows:

- a. **Responsive.** Any proposal that conforms in all material respects to the essential requirements of the RFP, as described in Paragraph 2, above, and which is otherwise acceptable to the University.
- b. **Non-responsive.** Any proposal, which modifies or fails to conform in any material respect to an essential requirement of the RFP. A non-responsive rating at any stage of the evaluation will eliminate a proposal from further consideration.
- c. **Deficient.** Any proposal which fails to supply all information necessary to make a determination as to whether the proposal is responsive or non-responsive but which appears reasonably likely to become responsive with additional information clarifying the proposal and/or a proposal which is not non-responsive and, with minor modifications, would be acceptable to the University. In the event a proposal is deemed deficient, the University will provide Proposer with written notice of the deficiency and Proposer shall have the option to cure the deficiency within the time period specified in the notice. If the Proposer cures the deficiencies in the time period specified by the University, the University will accept the proposal as responsive. Failure to cure the deficiency in the time period specified by the University shall result in the proposal being deemed non-responsive.

5. EVALUATION. Proposals may be evaluated and compared competitively with other proposals for a period of up to **NINETY (90) DAYS** of receipt by the University. Proposals that have been deemed responsive will be further evaluated by the University using the following criteria:

	Criteria Weight
a. Proposed use of the parcel including capital investment and commitment to environmentally sound land development.	20
b. Financial offer and terms.	30
c. Conceptual Development Plan which demonstrates an understanding of the project and provides a detailed plan to achieve same.	10
d. Understanding of the project and demonstrated judgment, experience, integrity, skill, ability, capacity and financial ability of Proposer to develop and manage the project.	20
e. Past performance record including Proposer's past performance with similar projects and references.	20
Total Points	100

The University will accept the proposal from the responsive Proposer who has the highest total Criteria Weight (Points) and is deemed responsible by the University.

6. ACCEPTANCE OF PROPOSAL. Acceptance of a lease in the amount of **ONE MILLION DOLLARS (\$1,000,000)** or more will require Board of Regents' approval [BOR Policy 05.11.06 (B.4)]. The top ranked (highest number of Total Points) responsive Proposer will be further evaluated by the University to determine responsibility. Responsibility shall be determined by, but not necessarily limited to, a responsive Proposer's:

- a. Ability to finance the project;
- b. Experience with similar projects;
- c. Past performance record; and
- d. References.

The University will negotiate a lease with the responsive Proposer with the highest number of Total Points and who is deemed responsible by the University. In the event the responsive responsible Proposer with the highest number of Total Points does not execute an agreement with the University, the University will negotiate a lease with the responsive responsible Proposer with the next highest number of Total Points. The successful Proposer will be required to execute a lease agreement with the University and complete all paperwork necessary for the expeditious lease of the parcel. **The University reserves the right to waive any defects as to form or content of the RFP or any responses submitted thereto; to reject any and all proposals submitted; to negotiate the terms of any proposal submitted; and to select the proposal which the University determines to be in the best interest of the University. The University will not pay any costs incurred in the submission or preparation of a proposal or expenses incurred due**

to the rejection of any proposals, or due to the failure to complete the execution of the lease agreement as described herein. The University may review any proposals submitted and negotiate with any party on a continuing basis until such time as a lease agreement is executed.

7. EXAMINATION OF BUYER'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.

8. QUESTIONS OR COMMENTS. Questions or comments concerning this RFP must be made in writing so that necessary amendments, if any, may be distributed to participants in this Request for Proposals to Lease Land process. Proposer's protests based upon any omissions or errors, or the content of this RFP, will be disallowed if not made in writing.

9. AMENDMENTS TO RFP. Any amendment to the RFP shall be in writing and shall be expressly identified as such, and shall be adopted pursuant to the further terms thereof. It is the sole responsibility of Proposers to ensure that they have received all amendments to this RFP prior to submitting a proposal and Proposers shall certify receipt of all said amendments. Proposers shall not rely in any manner upon any verbal contact with the University for any purpose, including interpretation of any of the terms and conditions of this RFP or compliance with the requirements of the RFP. No interpretation, alteration or amendment to this RFP may be made verbally.

10. 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).**

11. LEASE AGREEMENT. If a proposal is accepted in writing by the University the successful Proposer must, within **THIRTY (30) DAYS** of receipt of the lease agreement, properly complete, sign, and return the lease agreement to the University at the address indicated in Paragraph 1, above. 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.

12. USE OF DEPOSIT AS LIQUIDATED DAMAGES. In the event that the successful Proposer fails to: **(a.)** properly complete and sign the lease agreement, **(b.)** meet any or all of the terms and conditions contained in the lease agreement or this RFP, all monies deposited with the University may be retained as liquidated damages, and not as penalty, and the University shall be free to accept another proposal. **THE DEPOSIT/DOWN PAYMENT AND ALL OTHER FUNDS PAID TO THE UNIVERSITY BY THE SUCCESSFUL OFFER ARE NON-REFUNDABLE IF THE SUCCESSFUL OFFEROR DOES NOT COMPLY WITH THE TERMS AND CONDITIONS OF**

THIS REQUEST FOR PROPOSAL TO LEASE LAND. IN SUCH EVENT, THE DEPOSIT/DOWN PAYMENT WILL BE RETAINED BY THE UNIVERSITY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY.

13. CLOSING COSTS. Successful Proposers shall be responsible for paying all costs associated with closing the lease agreement, including, but not be limited to, recording fees, credit reporting fees, fees related to verifications of deposit and credit, title insurance fees and administration fees.

14. TITLE INSURANCE. The University does not warrant title to these parcels. Successful Proposers may be required to obtain a preliminary commitment for title insurance and leasehold title insurance, naming Proposer as the insured, prior to executing a lease agreement. If the preliminary commitment is defective, the University shall have the option to cure said defect(s) within **NINETY (90) DAYS**. If title cannot be made insurable or the University declines to cure said defect(s) within those **NINETY (90) DAYS**, all monies deposited towards the lease of the parcel shall be refunded, and **the University shall have no further liability to the Proposer, or any third party, for the termination of the proposal for defective title.**

15. PARCEL INSPECTION. Proposers are strongly urged to do an on-site inspection of the parcel prior to submitting proposals to lease land from the University. **It is also recommended that Proposers INSPECT ALL PUBLIC RECORDS PERTAINING TO THESE PROPERTIES, INCLUDING, BUT NOT LIMITED TO, RECORDED PLATS AND COVENANTS, LOCAL IMPROVEMENT DISTRICT ASSESSMENTS AND TOPOGRAPHICAL MAPS, PRIOR TO SUBMITTING PROPOSALS.** Information is available from, but not limited to, the following local, state and federal offices: District Recorder's Office, city or borough assessor's office, building permitting office and land planning office, local utility companies, the State of Alaska, Department of Natural Resources and 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, U.S. Geological Survey, Environmental Protection Agency and Army Corps of Engineers.

16. ACCESS/MAINTENANCE. Many of the parcels offered in this RFP are in remote locations and not necessarily within organized service districts. 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.

17. 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.

18. INDEMNIFICATION. Successful Proposers shall be required to perform all obligations and carry on all of its operations and activities of any kind or nature whatsoever in connection with the lease agreement entirely at Proposer's own risk and responsibility. Successful Proposers shall be required to indemnify, defend and hold the University, 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 parcel, or personal injury, emotional distress or death arising directly or indirectly in connection with the performance, activities or operations of Proposer, its employees, agents, representatives, contractors, subcontractors and invitees, whether the same arises before or after completion of Proposer's activities or operations or expiration of the lease agreement. This indemnification does not apply to instances where the injury is caused by the University's gross or sole negligence or intentional misconduct. This indemnification shall survive any termination or expiration of the lease agreement. In the event any part of this indemnification clause is determined to be contrary to law or public policy, Proposer agrees to provide the University with the maximum indemnification allowed by law.

19. PERMITS. Successful Proposers shall be required to obtain all requisite permits prior to commencing construction.

20. LOCATION OF PARCEL. It shall be the successful Proposer's responsibility to properly locate parcel boundaries and to stay within those boundaries.

21. DEVELOPMENT PLAN. Prior to commencing construction under the terms of an executed lease agreement, the successful Proposer will be required to submit for the University's approval a detailed Development Plan showing site layout, building design and construction specifications of all facilities proposed for location on the parcel. The successful Proposer shall be responsible for compliance with all federal, state and local laws and regulations. The Development Plan shall also describe the successful Proposer's final plans for management, organization, marketing, operations and financing.

22. DEED RESTRICTIONS AND COVENANTS. The successful Proposer will be required to comply with all deed restrictions and covenants affecting the parcel.

23. 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 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.

24. ADMINISTRATIVE PROTEST OF UNIVERSITY DECISIONS.

- a. **Protest to the Chief Strategy, Planning, and Budget Officer.** An Offeror may protest any decisions made in relation to the offer or this sale to the Chief Strategy, Planning, and Budget Officer for Facilities and Land Management of University of Alaska. To protest a decision, the Offeror must: (i.) notify the Chief Strategy, Planning, and Budget Officer, in writing, at the address listed in Section 1, of the protest, within **TEN (10) CALENDAR DAYS** after the University has given notice of the decision the Offeror wishes to protest; and (ii.) explain in detail all the reasons for the protest and the relief requested.
- b. **Decision of the Chief Strategy, Planning, and Budget Officer.** The Chief Strategy, Planning, and Budget Officer shall consider the protest and may request additional information and documentation from the Offeror. The Chief Strategy, Planning, and Budget Officer will issue a written determination within **FIFTEEN (15) CALENDAR DAYS** after the offeror has supplied the requested information and documentation. If necessary and at the request of the Chief Strategy, Planning, and Budget Officer, the University's Chief Procurement Officer may extend this deadline provided the Chief Strategy, Planning, and Budget Officer establishes good cause for the extension. Any request for an extension granted by the Chief Procurement Officer must be in writing and mailed to the Chief Strategy, Planning, and Budget Officer and the Offeror. If the Chief Strategy, Planning, and Budget Officer does not issue a written decision on the protest within **NINETY (90) CALENDAR DAYS** after the Offeror has filed the requested information and documents with the Chief Strategy, Planning, and Budget Officer and within any extension granted by the Chief Procurement Officer, then Offeror's protest shall be deemed to have been denied.
- c. **Appeal from a Decision of the Chief Strategy, Planning, and Budget Officer.** Offeror may appeal the decision of the Chief Strategy, Planning, and Budget Officer to the Chief Procurement Officer. Offeror must file written notice of the appeal, a copy of the Chief Strategy, Planning, and Budget Officer's decision, and a list of all legal and factual issues in dispute no later than **FIFTEEN (15) CALENDAR DAYS** after the date the Chief Strategy, Planning, and Budget Officer mailed the decision to the Offeror.
- d. **Decision of the Chief Procurement Officer.** Within **FIFTEEN (15) CALENDAR DAYS** of receipt of the appeal, the Chief Procurement Officer shall adopt the decision of the Chief Strategy, Planning, and Budget Officer as the Chief Procurement Officer's final decision or give notice that a hearing will be held to resolve the dispute. The notice adopting the Chief Strategy, Planning, and Budget Officer's decision or setting a hearing will be served, in writing, on Offeror and the Chief Strategy, Planning, and Budget Officer. If there is a hearing, it will be conducted under Sections 10.14 - 16 of the University's Procurement Code, Board of Regents Policy 05.06.670 and Alaska Statute 36.30.670, as amended or superseded from time to time. The Chief Procurement Officer's decision must be issued, in writing, and mailed to the Offeror and the Chief Strategy, Planning, and Budget Officer within **TWENTY (20) CALENDAR DAYS** after the hearing. Chief Procurement Officer's decision is the final University decision.
- e. **Appeal from the Final Decision of the Chief Procurement Officer.** An appeal of the Chief Procurement Officer'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 the Chief Procurement Officer mailed the final decision to the Offeror.

- f. **Stay.** A protest or appeal will not automatically stay a decision of the University. A party protesting or appealing must request a stay of the decision. Such a stay may be granted only where the Chief Strategy, Planning, and Budget Officer or Chief Procurement Officer finds that the Offeror has met the standards in AS 36.30.575.

25. DISCLAIMER OF 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.**

- * **Note:** *Proposals may also be submitted, in person, at the University of Alaska, Facilities and Land Management office in Fairbanks (Phone: 907-450-8133) located at 2025 Yukon Drive, Suite 106, Fairbanks, Alaska 99775-5280. Offers submitted at the Fairbanks office, will be date and time stamped, and forwarded to the Anchorage office for processing.*

**UNIVERSITY OF ALASKA
2017 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, Facilities and 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 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: _____

Yes ☐ No ☐ If yes, please explain: _____

Yes ☐ No ☐ If yes, please explain: _____

Name	Title

Proposer: _____ Date: _____

Its: _____

STATE OF ALASKA)
)
): SS
JUDICIAL DISTRICT)

WITNESS my hand and official seal the day and year herein and above written.

My Commission Expires: _____

**UNIVERSITY OF ALASKA
2017 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, Facilities and 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**. The Ethics Disclosure Form can be found at www.ualand.com.

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 2017 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: _____