

REQUEST FOR PROPOSALS

ALASKA COURT SYSTEM

BETHEL COURTHOUSE LEASE

Project Number BET-L-18-0003

REQUEST FOR PROPOSALS

November 20, 2017

1. Solicitation

The Alaska Court System (ACS) is seeking proposals from firms qualified and interested in providing a leased courthouse facility to accommodate the Alaska Court System in Bethel. The leased facility shall be constructed, remodeled and/or built out to provide **12,165 square feet of net usable space**, including finishes, amenities and services described in this RFP.

Location: Bethel Alaska

Description of Lease: Approximately 12,165 NUSF

Period of Lease: Fifteen (15) years with Two (2) Five (5)-year options to renew.

Lease Commencement: No earlier than March 31, 2019, no later than October 1 2019

NOTE: The Lease Commencement date is an evaluation criterion.

Annual Budgeted Lease Rental: Not to exceed (NTE) \$300,000

NOTE: The Lease Rental amount does not include the utilities and services to be contracted separately by ACS as described in the attached General Lease Conditions. The NTE Lease Rental amount is an evaluation criterion.

Issuing Office Information: Contact Jack Bailey, Alaska Court System Facilities Manager, for further information.
Phone: 907-264-8283; Fax: 907-264-8296
Email: jbailey@akcourts.us

2. Selection Process and Basis for Award:

This document sets forth information regarding the Landlord (LL) selection process for a future Lease Contract. Proposals will be evaluated based on cost and technical submittals. The intent is to select a LL offering the best combination of lease experience, references, and yearly cost; and proposed court facility delivery schedule, facility characteristics, and provided amenities, for a 15 year term lease contract. The LL's Price Proposal will not be the sole consideration. The ACS will award a Lease Contract to the responsible proposer whose proposal, conforming to the RFP requirements, received the highest total number of evaluation points, price and other factors considered, pending availability of funding.

3. Pre-Submittal Conference:

A Pre-Submittal Conference for all interested parties will be held on December 13th, 2017, at 2:00pm in Courtroom 6 located at the Bethel Courthouse at 204 Chief Eddie Hoffman Highway, Bethel AK. Attendance is optional. Participation by teleconference will be available.

4. Submittal Information and Deadline:

To be considered, respondents must deliver submittals in a sealed package to the address below, on or before the deadline, and in the number of copies indicated below.

Deadline: Proposals will be accepted until February 15th, 2018 at 2:00 PM AKST. Any proposal not received by that date and time will not be considered. Proposals will be collected for review by the selection committee as outlined below. They will not be publicly opened or read aloud.

Address Responses To: Jack Bailey – Facilities Manager
Alaska Court System
820 W 4th Ave.
Anchorage, Alaska 99501

Mark Submittals as Follows: Bethel Courthouse Lease Proposal

Required Number of Copies: Three (3) copies

Note to Proposers: Faxes, facsimiles, or electronic submissions will not be accepted; they will be rejected as non-responsive.

Any costs incurred in response to this request are at the Proposer's sole risk and will not be reimbursed by the ACS. The ACS reserves the right to reject all proposals and proceed utilizing a different process.

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SECTION A – INSTRUCTIONS TO OFFERORS**INSTRUCTIONS TO OFFERORS**

- 1 **DEFINITIONS:** Throughout this Request for Proposal (RFP) the term "Offeror", "Proposer", "Proposal" and "Offer" are utilized. For purposes of this RFP "Offeror" and "Proposer" are defined as the respondents to the RFP and "Proposal" and "Offer" are the response submitted by an Offeror. Where the wording "day" is utilized in this RFP, it is defined as a calendar day, unless otherwise specified..
- 2 **AUTHORITY:** The ACS Facilities Manager has authority to act as agent for the ACS. Offerors are cautioned that instructions or interpretations will be binding upon the ACS only if they are issued by the Facilities Manager in writing.
- 3 **THIS PROCUREMENT IS GOVERNED:** This Request for Proposal (RFP) is governed by the Alaska Court System (ACS) Procurement Guidelines, adopted by the administrative director of the ACS effective September 25, 2013. Copies of the Procurement Guidelines are available without charge from the ACS, Procurement Office, 820 4th Ave, Anchorage, Alaska 99501, telephone 907-264-8224.
- 4 **AVAILABILITY OF CONTRACT DOCUMENTS:** The RFP documents are available for at no cost to the Offeror by the following methods: 1) Pick-up from the Facilities Office, 820 West 4th Avenue, Anchorage, Alaska; 3) Pick-up from the Bethel Courthouse Clerk's Office, 204 Chief Eddie Hoffman Hwy, Bethel, Alaska; 3) Transmission via regular USPS mail, 4) Available online at <http://aws.state.ak.us/OnlinePublicNotices/>; or; 5) Email (PDF package) to Offeror. Requests for RFP documents are made to Facilities Office, Jack Bailey, Facilities Manager at 907-264-8283 or Dawn Molina, Leasing Manager, at 907-264-8284.
 - a. When requesting RFP Documents either by pick-up, by mail or e-mail from the court system, prospective Offerors must provide firm and contact names, address, fax and phone numbers and e-mail address for inclusion on an RFP Planholder's List. Additionally, if downloading RFP documents from online, prospective Offerors should contact the ACS Facilities office to provide this same information. **Only RFP Planholders registered on this list will receive any addenda or other correspondence regarding this RFP.**
 - b. RFP Documents may also be available from commercial plans rooms throughout the state, but note that access of the RFP documents from these sources will not register prospective Offerors on the RFP Planholders List, so will not entitle these Offerors to receive any addenda or other correspondence regarding this RFP.
- 5 **USE OF ACS PROVIDED DESIGN INFORMATION:** The drawings and technical requirements provided in Appendix A through Appendix J, which are part of the RFP package, were supplied for the purpose of allowing the Offerors to submit information in their proposals that is applicable to this type of facility and construction. The Offerors are not expected to provide design, cost estimating or additional services other than as specifically required to comply with Section B – RFP Deliverables.
- 6 **INCLUSION IN PLANHOLDER'S LIST:** It is the responsibility of the Offeror to ensure that the Offeror's firm is placed on the Plan Holder's List by submitting accurate information to the ACS at the time project documents are ordered. Addenda, notices and other information regarding the proposal phase and award of this project will **only** be sent to those firms on the Plan Holder's Lists for this project
- 7 **COMPLETENESS OF CONTRACT DOCUMENTS:** Offerors should read this solicitation carefully and review all instructions herein. The submission of a proposal is considered a representation that the Offeror has examined the Contract Documents to make certain that all sheets and pages were provided and that the Offeror understands the specific work and services required to comply with this RFP. Incomplete or incorrect submittals may be rejected as not conforming to the essential requirements of the Request for Proposal (RFP).
- 8 **QUESTIONS AND EXPLANATIONS REGARDING THE RFP:** Any Offeror wanting an explanation or interpretation of the solicitation, specifications, provisions, etc, must request it in writing no later than ten (10) days before the written proposal due date. Failure to bring any defect in the solicitation to the attention of the ACS by that time will result in waiver of the defect.

- a. Written questions must be submitted to the ACS at the E-mail address or Fax number shown for inquiries on the face of this RFP. All inquiries must include the RFP number.
 - b. Oral explanations or instructions given by ACS personnel or others will not be binding. Any information given to an Offeror concerning the solicitation will be furnished promptly to all other Offerors, as an Addendum to the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other Offerors.
- 9 **ACS CONTACT:** No contact regarding this RFP with any firm or person affiliated with the ACS other than as identified in this RFP or identified by the Facilities Manager in the Pre-Submittal Conference is permitted. Any such contact by an Offeror not in compliance with the terms of this RFP may result in rejection of that Offeror's proposal.
- 10 **RFP AMENDMENTS:** The ACS may amend, extend, or cancel this RFP as provided in the Procurement Guidelines. The RFP may be canceled before the submittal deadline in whole or in part when the Facilities Manager determines in writing that such action is in the best interest of the court system.
- To the extent practicable, the ACS shall give such notice to all interested parties, but will not be responsible to those parties for receipt of this information. It is the Offeror's responsibility to ascertain prior to submittal that any or all Addenda to the solicitation have been received. If an Offeror fails to notify the ACS prior to the submittal deadline of an error in the RFP or the Offeror's proposal, such proposal shall be submitted at the Offeror's own risk, and if a contract is awarded as a result of such proposal, the Offeror shall not be entitled to additional compensation by reason of the error or its later correction.
- 11 **RFP PROTESTS:** Offerors are requested to carefully review this entire RFP as soon as it is received for defects and questionable or objectionable content. A person desiring to protest the provisions of this RFP or the award must comply with the applicable provisions of ACS Procurement Guideline 4-40.02.
- a. Protest Prior to the RFP submittal deadline - Questions, objections or comments regarding any ambiguity, conflict, discrepancy, omission, or other errors in this RFP must be reported in writing to the ACS Facilities Manager at the submittal location shown on the face of the Solicitation at the front of this RFP not later than ten (10) days prior to the proposal submittal deadline.
 - b. Any clarifications, changes or corrections to the RFP will be made only by written amendment issued by the ACS and distributed to all Offerors. Failure to report ambiguities, conflicts, discrepancies, omissions or other errors in a timely manner to the Facilities Manager will result in waiver of those issues.
 - c. Protest after a Notice of Intent to Award: An interested party may protest an award under this solicitation no later than ten (10) days after issuance of the Notice of Intent to Award. The protest must comply with the applicable provisions of ACS Procurement guideline 4-401. If a protest is sustained in whole or in part, the protestor's sole remedy is the successful protestor's documented reasonable proposal preparation costs.
- 12 **RFP PREPARATION:** Except as provided in Procurement Guideline 4-401.03.8, the ACS shall not be liable for any costs incurred by an Offeror in response to this RFP or any subsequent requirements related to this RFP.
- 13 **RFP OFFERS:** Offers made in response to this RFP shall be good and firm for a period of 60 days from the date of bid opening. All offers and acceptance resulting from this RFP are limited to the terms and conditions contained in this document and its attachments.
- 14 **TIMELINESS OF PROPOSALS:** It is the responsibility of the Offeror to ensure that the Proposal and any Proposal modifications are received by the Facilities Manager before the scheduled RFP deadline. **Late Proposals, including Proposals mis-delivered to other ACS divisions, shall not be accepted.**
- Sealed Proposals cannot be faxes.** Faxed Proposal **modifications only** shall be accepted providing that the faxed modification is received by the ACS Facilities Manager by the RFP deadline and that the modification amends a Proposal which was received before the RFP deadline. The fax number of the ACS Facilities Office is (907) 264-8296.
- 15 **RESERVATION OF RIGHTS:** The ACS reserves all its rights including the right to reject all offers and cancel this solicitation, and to re-offer the RFP in the same or a different procurement format or to negotiate such contracts with other Offerors in the order of ranking.
- a. The ACS may reject any and all proposals. A proposal may be rejected if it does not conform in all material respects to the requirements of the RFP, if it is incomplete, if it contains a material alteration from the RFP,

or if the Offeror changes or qualifies the terms or conditions of the RFP in a material manner which gives the Offeror a competitive advantage over other Offerors.

- b. The ACS reserves the right to negotiate with the lower ranked Offerors if, in its sole discretion, the ACS determines that to do so is in the best interest of the ACS.
- c. Offerors are specifically advised that there will not be a contractual relationship between the ACS and the Offeror until a written agreement is executed by an authorized agent of the ACS. The ACS shall not be liable for any cost incurred by an Offeror prior to execution of a contract and issuance of a Notice to Proceed.

16 **MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Modifications to or withdrawal may be allowed only if received prior to the deadline for receipt of the proposal. No changes to or withdrawals of the proposal will be permitted after the time for receipt specified.

17 **DOCUMENTS REQUIRED FOR PROPOSAL:** Reference **Section B – RFP Deliverables, Evaluation Criteria and Selection Process** for all information regarding the required proposal submittals, including delivery details and packaging format, number of copies and originals, required forms, and signatures. Proposal (including all items indicated in **Section B**) must be submitted to the ACS location and by the Submittal Deadline designated in the Solicitation at the front of this RFP.

18 **SOLICITATION AND RESPONSIVENESS OF OFFERS:** The solicitation requirements have been established to obtain full and accurate representation of the Offeror's responsiveness and responsibility, which will enable the ACS to evaluate proposals and award contracts for providing the services requested. The ACS in its sole discretion will determine responsiveness and final evaluation results for this RFP as provided herein.

- a. All responses to this RFP shall be subject to verification by the ACS. Any proposal which contains material or information which cannot be verified or otherwise confirmed for purposes of determining responsibility or responsiveness to the solicitation may result in rejection of the proposal.
- b. Proposals with minor irregularities will be considered responsive and accepted if the Facilities Manager determines that acceptance is in the best interest of the court system. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors.
- c. Any deviations from the RFP requirements must be fully disclosed in detail as part of the submittal. Proposals submitted on other than the prescribed forms contained in this RFP may be rejected. Offerors may copy the forms contained in the RFP for use in their proposals, but substitute forms or formats are unacceptable. The ACS expressly denies any responsibility or liability for a proposal submitted on the basis of an incomplete set of Contract Documents.

19 **RESPONSIBILITY REQUIREMENT:** A contract will be awarded only to a responsible Offeror, who demonstrates the capability in all respects to perform fully the contract requirements and has the integrity and reliability which will assure good faith performance. A Offeror shall be declared non-responsible and the proposal shall be rejected when:

- a. The Offeror is in arrears on taxes due the State.
- b. The Offeror has failed to perform satisfactorily on a previous contract with the ACS, another state agency, or is not in a position to perform this contract;
- c. The Offeror does not have a state of Alaska business license
- d. If construction is necessary to comply with the RFP requirements, the Offeror's proposed contractor is not licensed as a general contractor in the state of Alaska.

See ACS Procurement Guidelines Section 2-213 for responsibility criteria. A determination by the Facilities Manager that an Offeror is not responsible may be protested.

20 **CONFIDENTIAL OR PROPRIETARY INFORMATION:** Any documents submitted in response to the RFP will be considered confidential until a Notice of Intent to Award a contract is issued. After the Notice of Intent to Award is issued, the proposal will be become public information. Should an Offeror submit information that they consider proprietary of the type not subject to public review (typically financial statements, tax records, and personnel/personal information), the Offeror may request the ACS to keep such information confidential. The

material not be disclosed by the ACS under the Public Records Act must meet the requirements of ACS Procurement Guideline 1-107.

- 21 **PREFERENCES:** Bidder Preferences do not apply to leases per AS 36.30.321(j).
- 22 **EEO AND FEDERAL CIVIL RIGHTS COMPLIANCE:** By signature on the submitted Proposal Form the Offeror certifies compliance with the applicable portions of the Federal Civil Rights Act of 1964 and the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Governments. If any Offeror fails to comply with the Act or Regulations issued thereunder, the ACS reserves the right to terminate the contract.
- 23 **TAXES:** All proposals shall exclude federal, state and local sales taxes. However, if the Offeror believes that certain taxes are properly payable by the ACS such taxes may be listed separately, directly below the proposal price. The ACS is exempt from federal excise tax under Registration No. 92-6001185.
- 24 **EVALUATION AND SCORING CONFIDENTIALITY:** The Selection Committee evaluations, scoring and ranking are confidential until the Notice of Intent to Award is issued. After the Notice of Intent to Award is issued, this information will be public information.
- 25 **ALASKA LITTLE DAVIS BACON ACT:** Prospective Offerors are advised that construction or remodeling in connection with the contract is subject to AS 36.05.010. The minimum wages to be paid various classes of laborers, mechanics, or field surveyors are shown in the attached wage determination. The rate of wages shall be adjusted to the wage rate under AS 36.05.010.
 - a. Before commencing construction of improvements on the premises, the lessor shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development, with a copy to the Alaska Court System Facilities Manager. The notice of work must list the leasehold improvement work to be performed by each contractor who will perform any portion of the leasehold improvement work and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing on the contract, including a filing fee bases on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this sub-section may not exceed \$5,000. There is no fee for a contract under which the total amount payable by the contracting agency is less than \$25,000. In this subsection, "contractor" means an employer who is using employees to perform leasehold improvement work on the premises.
- 26 **EMPLOYMENT PREFERENCE IN ZONES OF UNDEREMPLOYMENT:** The Alaska Department of Labor and Workforce Development has determined that certain areas of Alaska are Zones of Underemployment. If the services to be performed under this procurement are construction services wholly or partly within a Zone of Underemployment, the contractor must give employment preference to Alaska residents as determined by the Alaska Department of Labor and Workforce Development. Failure to comply with this requirement can result in substantial civil and criminal penalties under AS 36.10.100. Within 20 days after award of a contract under this procurement, the Alaska Court System will report the contract to the Alaska Department of Labor and Workforce Development, which will be responsible for administration and enforcement of employment preference requirements. Bidders can obtain the Alaska Department of Labor and Workforce Development Employment Preference Determination at the following internet address: <http://labor.alaska.gov/lss/forms/res-hire-notice-2013.pdf>. For further information, contact the Alaska Department of Labor and Workforce Development, Division of Wage and Hour Administration, at 907-269-4900.

SECTION B – RFP DELIVERABLES, EVALUATION CRITERIA, AND SELECTION PROCESS**PART I – SELECTION PROCESS**

This procurement process represents an innovative procurement as permitted by AS 36.30.308. All Offerors should review this process description prior to responding to the RFP.

- A. Offerors will submit a Combined Technical and Price Proposal. Each Offeror's proposal will be reviewed to establish compliance with the requirements of this RFP. At a minimum, and before further consideration is given, the following criteria must be met:
 - a. Part V Price Proposal Form must be fully completed, and pricing must not exceed "MAXIMUM" limits stated in Price Criteria 1 and Price Criteria 2.
 - b. Part VI Proposal Submittal Information and Certifications must be submitted and signed.
 - c. Proposal Guarantee must accompany the Proposal as noted in PART III, Paragraph E.
 - d. Proof of compliance with the statutory requirements for licensing by the State of Alaska.
 - e. Absence of material defect in the proposal.
- B. Proposals will be evaluated by a committee selected by ACS. The Technical and Price criteria to be used in evaluation is outlined in **PART IV TECHNICAL CRITERIA and Part V PRICE PROPOSAL CRITERIA below**. The Technical criteria in PART IV has been assigned a maximum point total and the committee members will independently assign a score to each proposal resulting in a numerical total technical score for each proposal. The Price criterion will be evaluated and scored as determined in accordance with Part V to determine the preliminary ranking.
- C. The total score for each Offeror will be obtained by adding together the scores determined for the **PART IV TECHNICAL CRITERIA and Part V PRICE PROPOSAL CRITERIA**. The order of ranking shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and so on.
- D. After completion of individual ratings, the committee will meet to discuss proposals. Evaluators may alter their ratings after these discussions; however, any changes must be based solely on the criteria set forth in **PART IV TECHNICAL CRITERIA**. Once each committee member's total technical scores are finalized they will be assigned weights to obtain weighted scores. These weighted scores will be added together and then divided by the number of evaluators to obtain an average weighted technical score. Any Offeror whose proposal does not meet minimum qualifications will not be considered further.
- E. The Selection Committee may discuss factual knowledge of, and may investigate Offerors' prior work experience and performance, including past projects, property and lease contacts referenced in proposal, available written evaluations, or other relevant information, and may contact listed references or other persons knowledgeable of an Offeror, Offeror's proposed contractor's and/or a subcontractor's past performance. The ACS reserves the right to request site visits of the Offerors' offices or previous projects prior to or after the submission of proposals. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are identified, the Selection Committee may
 - a. Deem the submitting RFP to be unqualified;
 - b. Treat the omission or inaccuracy as immaterial; or
 - c. Request clarification or supplemental information in accordance with Paragraph F, below.
- F. The ACS intends to evaluate proposals and make award without discussions with Offerors. However, ACS reserves the right to conduct discussions if the Facilities Manager later determines them to be necessary. Therefore, Offerors are advised to submit complete proposals with their best terms and pricing and not expect an opportunity to revise their proposals at a later time in the process. The Selection Committee may, but are not required to, conduct discussions with Offerors whose proposals are determined to have a reasonable likelihood of being selected for award. The purpose of the discussions is to obtain full understanding of, and ensure responsiveness to, the solicitation requirements (AS 36.30.240). The Offerors may be requested to submit written clarifications of their proposal. The technical scores may be adjusted in response to discussions and clarifications submitted by the Offerors. Offerors whose proposals are determined to have a reasonable likelihood of being selected for award may be requested to submit Best and Final Offers (BAFO) for final Selection Committee evaluation.

- G. After discussions and BAFO's, if any, Selection Committee members will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part II of this RFP.
- H. Offerors will be advised of the name of the Offeror whose proposal is selected by the ACS via the issuance of a Notice of Intent to Award. A copy of this Notice will be provided to all Offerors.

PART II – CRITERIA EVALUATION

Each proposal will initially have a maximum of 200 points available for award. Final scoring of the combined proposals for each Offeror will be weighted at 60% for the Technical Criteria and 40% for the Price Criterion. For example, if an Offeror's Technical Criteria had a score of 200.0 points and its companion Price Criterion had a score of 167.4 points the final weighted score would be 187.0 $[(200 \times 0.60) + (167.4 \times 0.40) = 187.0]$. The Offeror with the highest score will be ranked 1st, and the next highest 2nd, and so on.

Example:

Offeror A (Ranked 2nd)

Technical Evaluation Points	200.0	Weighted Points @ 60%	120.00
Price Evaluation Points	167.4	Weighted Points @ 40%	67.00
		Total Weighted Score	187.00

Offeror B (Ranked 1st)

Technical Evaluation Points	185.0	Weighted Points @ 60%	111.00
Price Evaluation Points	180.0	Weighted Points @ 40%	72.00
		Total Weighted Score	183.00

Offeror C (Ranked 3rd)

Technical Evaluation Points	150.0	Weighted Points @ 60%	90.00
Price Evaluation Points	200.0	Weighted Points @ 40%	80.00
		Total Weighted Score	170.00

PART III – DOCUMENTS REQUIRED FOR PROPOSAL

Offerors must submit the following documents, properly completed and executed, within a sealed envelope, no later than the time of the deadline shown, and to the address shown, in the **Request For Proposals, Submittal Information and Deadline**. Seal Proposal documents in an envelope with the project number and RFP submittal deadline marked on the front of the envelope. **Bids not including all of the items noted below in A, C (if applicable), D, E, F and G will be rejected. Documents to be Submitted for PART IV Technical Criteria:**

A. Documents to be Submitted for PART IV Technical Criteria:

- Response Technical Criteria 1 through 3:** Submit up to four (4) single sided 8-½ x 11 sheets with distinct responses to each Technical Criteria 1 through 3 stapled together. Font size shall be no less than 10pt. Criteria responses must be titled, numbered and assembled in the order of Criterion1 through 3.
- Response to Technical Criteria 4:** Submit Floor Plan(s), Site Plan, Vicinity Site Map, and Photographs, Elevations, and Narrative Statement (if applicable) of proposed building and property. Floor Plan(s) must be shown on a sheet size of 11 x 17 – up to two (2) sheets is allowed to show the full lease area layout. Site Plan and Photos and/or Exterior Elevations may be smaller. Staple all plans, map, photos and elevations together. Narrative Statement should be on up to two (2) single sided 8 ½" x 11" sheets of paper stapled together. Font size shall be no less than 10pt.
- Response to Technical Criteria 5:** Submit Proof of Ownership documents and Building Questionnaire (**Appendix PART IV.5**) stapled together. Paper clip to the back of Criteria 4 Response.
- Response to Technical Criteria 6:** Submit one (1) single sided 8-½ x 11 sheet listing all Design Elements that the Offeror is able to incorporate in their Floor Plan(s) submitted in Criteria 4 above. Font size shall be no less than 10pt. Paper clip to back of Criteria 4 and Criteria 5 Response.
- Response to Technical Criteria 7:** Submit one (1) single sided 8-½ x 11 sheet with a schedule showing the required Milestone dates that the Offeror proposes to accomplish the work required for occupancy. Staple this sheet to the back of Criteria 1 through 3 above. Font size shall be no less than 10pt.

- B. **Documents to be Submitted for PART V Price Proposal Form:** Submit a fully completed **Part V – Price Proposal Form** (one page). All requested pricing must be fully completed. Price Proposal Form may be photocopied for submittal.
- C. **Documents to be Submitted for PART VI Proposal Submittal Information & Certifications:** Submit a fully completed **Part VI Proposal Form**. Include acknowledgment of any addenda that may be issued. Proposal Submittal Form may be photocopied for submittal.
- D. **Proposal Guaranty.** All proposals shall be accompanied by bid security in the form of an acceptable bond issued by a surety company, certified check, cashier's check or money order made payable to the Alaska Court System (State of Alaska). ACS requires the proposal guaranty in the amount of 5% of the Annualized Basic Proposal amount. The surety of a bid security may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. This bid security from the awarded Proposer shall be held until a firm contract is executed. All other bid securities shall be returned to the unsuccessful Offerors upon Notice of Award. If the successful Offeror fails to accept and proceed with the Work of this RFP after issuance of a Notice of Award, this bid security shall be forfeited to the Alaska Court System. Award may be made to the next lowest responsive and responsible Offeror. By submission of a bid security and signature on the bid schedule, the successful Offeror acknowledges and agrees to the conditions of this Request for Proposals.
- E. **Alaska Business License:** A current valid Alaska Business License number is required on **PART VI Proposal Submittal Information & Certifications** form. If Offeror has applied, but not yet received, an Alaska Business License, then a photocopy of the Application for same must be submitted with proposal as required under AS.08.18. Staple to the back of **PART VI Proposal Submittal Information & Certifications**.
- F. **Quantity of Proposals to be Submitted:** Submit three (3) sets of Proposal documents in separately sealed envelopes. All envelopes shall have the project number and RFP submittal deadline marked on the front of the envelope as noted above.

PART IV – TECHNICAL CRITERIA

Total Max Points: 200

The Technical Evaluation criteria consist of four (4) sub-categories:

Criteria 1. Relevant Experience - Lease Contracts	30 points
Criteria 2. Relevant Experience - Design and Construction	30 points
Criteria 3. Financial History & Funding Plan	15 points
Criteria 4. Proposed Floor Plans, Building Photos, Narrative Statements	65 points
Criteria 5. Proof of Ownership, Building Questionnaire	20 points
Criteria 6. Preferred Design Elements	20 points
Criteria 7. Lease Commencement Date	20 points

Submit only information specifically requested and relevant to the specific Criteria and this project. Unnecessary text which does not respond directly to the information requested in the Criteria will be disregarded and may affect the Offeror's score.

TECHNICAL CRITERIA 1:

Max Total Points for Criteria 1: 30

Relevant Experience of Offeror with Lease Contracts

The response to this criterion will be evaluated on how well Offeror demonstrates the organization has the experience and institutional expertise to perform successfully the services required of a landlord in the Bethel region. Consideration will be given as to how effectively and successfully the organization has executed past lease contracts. Landlord/Lessor surveys will be considered in this item.

- A Provide the following information for all facilities in which the Offeror has acted as the landlord for the past 5 years:
1. Address and name (if applicable) of the facility
 2. Name, e-mail, and phone number for private Tenant, or a contact of the Tenant company. The ACS will contact Tenant to obtain references.

3. Description of the leased building, including: size, construction type, zoning, occupancy type, finishes and amenities. Additionally, describe exterior features that are part of the lease agreement such as parking areas, storage, signage, headbolt heaters, sidewalks, and porches.
4. Description of services and utilities provided as part of the lease agreement.
5. Type of tenants (private residents, government entity, commercial, retail, etc.), and quantity of tenants.
6. Date of building construction and expiration of lease(s).
7. Narrative of difficulties related to maintenance, services and tenant issues, and description of how the issues were resolved with least impact to the tenant(s).

The ACS reserves the right to investigate referenced leased properties, contact references and research other leased properties that the Offeror has managed.

- B List history of defaults, lawsuits, or arbitrated claims on lease contracts by or against the Offeror initiated during the last seven years, including case name, location, and case number or citation.

TECHNICAL CRITERIA 2:

Max Total Points for Criteria 2: 30

Relevant Experience with Design, Construction, Remodel or Renovation

The response to this criterion will be evaluated on how well Offeror demonstrates that the organization has the expertise to manage design and construction, either in-house, with outside subcontractors, or in a contract with a General Contractor. Note that at least a minimal amount of construction is required to comply with all the RFP requirements. Consideration will be given as to how effectively and successfully the organization has executed past construction projects.

Provide the following information on at least 2 past construction projects – preferably for buildings intended as lease space:

1. Address and name (if applicable) of the facility
2. Name, location and contact information for Consulting firm(s) contracted for design of building and property upgrades. Include at least Architect, and Electrical and Mechanical Engineers.
3. Name, location and contact information for General Construction Contracting firm used, or if in-house, then include Sub-contractors.
4. A brief description of the project and scope of construction – if it is a property included in the above Criteria 1, just identify which lease it is.
5. Originally scheduled completion date and final (or anticipated) completion date.
6. Description of the difficulties and/or challenges encountered and resolved during the management of this project. Emphasis should be on challenges that may be similar to those that will be faced in this project.

The ACS reserves the right to investigate referenced projects, contact references and research other projects that the Offeror has worked on. For each project referenced clearly identify any unresolved changes, claims and lawsuits, assessments of liquidated damages, insurance claims, and explain in detail the alleged basis of any litigation or lawsuit and the results, including settlement amount, if settled.

TECHNICAL CRITERIA 3:

Max Total Points for Criteria 3: 15

Financial History and Funding Plan

The Offeror will be evaluated on its financial condition and funding plan for this lease project. Note that the information submitted will be considered public information unless confidentiality is requested by the Offeror and granted by the ACS. A detailed description of the information requested for evaluation is as follows:

History and Funding Plan

1. Provide information indicating your Company's financial resource capabilities and address your Company's stability in the marketplace.

2. Describe how your company intends to fund the costs associated with any and all necessary property acquisition, permitting, design, construction, and management required to comply with this lease RFP. Additionally, identify the anticipated pay off period for these upfront costs after commencement of the lease.

TECHNICAL CRITERIA 4:**Max Total Points for Criteria 4: 65****Proposed Floor Plans, Building Photos and Narrative Statements**

The Offeror will be evaluated on its ability to provide those design elements, in particular the relationships, adjacencies and required access, that are described in **Appendix A Lease Space Requirements** and **Appendix C Space Programming Sheets**, on a diagrammatic floor plan. Note that incorporation of the "Preferred" items submitted under Criteria 6 below, within the floor plan submitted for this Criteria 4, will be a factor for the review committee.

- A. **Plans, Documentation:** Offerors shall provide a floor plan or plans with their proposal. The floor plan(s) shall show square footage (as described in the in **Appendix A Lease Space Requirements**) for each space and indicate at a minimum, overall building dimensions. The floor plan shall identify all spaces described in **Appendix A Lease Space Requirements** and further detailed in **Appendix C Space Programming Sheets**. The plan may be in the form of schematic diagrams drawn to a scale no smaller than 1/8" equals one foot. All lease areas and adjacent public use and common spaces must be shown.

In addition to the building floor plans, Offeror should provide:

1. **Existing Building to be Remodeled:**

- i. On the Floor Plans: Show only the final floor configuration proposed. Construction features to be demolished do not need to be separately identified on the drawings.
- ii. Provide proposed Site Plan at a scale that will fit on one (1) 11" x 17" or one (1) 8 ½" x 11" sheet. Show location of required reserved parking and available public parking, in addition to any other required site elements (i.e. flagpole(2)).
- iii. Submit photographs of the existing interior of the proposed building lease areas and photos showing views of the building exterior.
- iv. Provide a narrative statement describing all intended alterations to the interior and exterior of the building.

2. **New Construction:**

- i. Provide exterior elevations of the proposed building at no less than 1/8" = 1'-0" scale.
- ii. Provide proposed Site Plan at a scale that will fit on one (1) 11" x 17" or one (1) 8 ½" x 11" sheet. Show location of required reserved parking and available public parking, in addition to any other required site elements (i.e. flagpole(2)).

- B. **Vicinity Site Map:** Offeror shall also provide a vicinity site map, which clearly identifies the location of the proposed space in relation to the rest of the community and indicates location of highway access points.

TECHNICAL CRITERIA 5:**Max Total Points for Criteria 5: 20****Proof of Ownership, Building Questionnaire**

- A. **Proof of Ownership:** Proof of Ownership of the existing or proposed building/property, or proof of possession of the existing or proposed building and power to lease the same to the ACS for the entire term of the lease. The ACS will accept as proof of ownership of the existing or proposed building/property, a contract of purchase of the building/property provided that the contract clearly shows that the Offeror will have possession of the building/property no later than thirty (30) days after the date of proposal deadline, and provided that the Offeror resolves any and all contingencies in the contract (other than payment of the purchase price) within twenty (20) days after the proposal deadline. If the Offeror does not provide written proof of resolution of any and all contingencies in the contract (other than payment of the purchase price) within twenty (20) days after the date of

proposal deadline, the ACS may cancel the award to the Offeror without penalty to the ACS, and award to the next high ranked responsive and responsible Offeror who proposed premises acceptable to the ACS

- B. **Building Questionnaire:** Offeror shall fully complete attached **Appendix Part IV.5 Building Questionnaire**, for both new construction and for existing buildings to be remodeled.

TECHNICAL CRITERIA 6:

Max Total Points for Criteria 6: 20

Preferred Design Elements

Reference **Appendix A Lease Space Requirements** and **Appendix C Space Programming Sheets** for **“Preferred”** design features and construction elements that the ACS would like to have incorporated into the finished facility. The Offeror must show each item from the below list that they were able to incorporate into their Floor Plan(s) submitted under Criteria 4, and describe its location and any other pertinent information. Note that the document location where the design feature is shown as **“Preferred”**, and where it is described in more detail, is referenced below.

- A **Appendix A:** Clerk’s Office Access from Grand Jury Room
- B **Appendix C – Jury Assembly:**
 - 1. Add Door 2 from Customer Service Lobby to Jury Assembly
 - 2. Add Door 3 from Clerk’s Office to Jury Assembly
- C **Appendix C – Superior Courtrooms and Multi-litigant Courtroom:** Offeror should indicate on response how many of the four (4) required Courtrooms will have these features:
 - 1. Raise Ceiling over Judge’s Bench to a Minimum of 11’-0”H
 - 2. Modesty Wall at exit for Judge at Judge’s Bench
 - 3. Center the Public Entry Door 2 to make a center aisle at spectator seating
 - 4. Add Door 6 to be used solely for Prisoner Transport into Courtroom
- D **Appendix C – Grand Jury:** Add Door 2 for Secure Hall access for Clerk
- E **Appendix C – Superior Court Jury Deliberation Suites:** Offeror should indicate how many of the three (3) required Jury Suites will have these features:
 - 1. Provide direct access to Jury Soundlock from Courtroom – Door 2
- F **Appendix C–Clerk’s Office:** Direct Clerk access from Secure Corridor

TECHNICAL CRITERIA 7:

Max Total Points for Criteria 7: 20

Lease Commencement Date

The Offeror must provide a facility which complies with this RFP and all code requirements ready for ACS occupancy by the earliest possible date within the following time range. In addition to a higher rating being given to the Offeror with the earliest possible date, this criteria will be evaluated on its ability clearly show reasonable durations and dates necessary for the work required by this Lease RFP:

Time Range for Occupancy: Occupancy **no earlier than March 31, 2019**, and **no later than October 1, 2019**.

Proposed Schedule: Provide a schedule with the following milestone dates. Should the Offeror believe additional milestone dates are needed for clarity to the schedule, include those dates and descriptions also. :

- A. Procurement and clearing of land (if necessary).
- B. Execution of agreement with Design Team for this facility.
- C. Submittal of Construction Drawings to ACS and AHJ for approval.
- D. Approval of Construction Drawings and Specifications

- E. Execution of contract with either 1) general contractor for construction (if necessary); or 2) with subcontractors, if Landlord is acting as general contractor.
- F. Procurement of materials, Start of Construction.
- G. Completion of Construction, and Ready for Occupancy date.

PART V – PRICE PROPOSAL CRITERIA**Total Max Points: 200****Determination of Price Proposal Points:**

The proposal with the lowest proposed price after adjustment for allowable preferences will get the maximum points (200). The score for the remaining proposals will be calculated using the following formula:

$$[\text{Lowest Proposed Total Price} \times 200] / \text{Offeror's Proposed Total Price} = \text{Price Proposal Points}$$

Offeror's Total Proposed Price = (Criteria 1 Cost x 15 year Term; plus Criteria 2 Price).

Example:**Offeror A**

Criteria 1 – Annualized Lease Amount:	Lump Sum Price Proposal	\$300,000	
	Term Contract Amount: 15 years X \$300,000:		\$4,500,000
Criteria 2 – Pre-Occupancy Construction Payment	Lump Sum Price Proposal		\$500,000
Total Proposed Price for Offeror A:			\$5,000,000
Price Points (\$4,185,000 X 200) / \$5,000,000			167.4

Offeror B

Criteria 1 – Annualized Lease Amount:	Lump Sum Price Proposal	\$290,000	
	Term Contract Amount: 15 years X \$290,000:		\$4,350,000
Criteria 2 – Pre-Occupancy Construction Payment	Lump Sum Price Proposal		\$300,000
Total Proposed Price for Offeror B:			\$4,650,000
Price Points (\$4,185,000 X 200) / \$4,650,000			180.0

Offeror C

Criteria 1 – Annualized Lease Amount:	Lump Sum Price Proposal	\$250,000	
	Term Contract Amount: 15 years X \$250,000:		\$3,750,000
Criteria 2 – Pre-Occupancy Construction Payment	Lump Sum Price Proposal		\$435,000
Total Proposed Price for Offeror C:			\$4,185,000
Price Points (\$4,185,000 X 200) / \$4,185,000			200.0

COST CRITERIA 1:**Max Total Points for Criteria 1: 120****Annualize Lease Amount**

ANNUALIZED (YEARLY) LEASE AMOUNT: The Offeror must enter a fixed annualized price for this space lease on **PART V Price Proposal Form, Cost Criteria 1**. Failure to enter a yearly price on this item will result in the proposal being declared non-responsive. Lease cost for approximately 12,165 Net Usable Square Feet Lease Space, in a Facility with an estimated Total Building Area of 13,725 square feet, as described in Sections A, B and C, and Appendix A of this RFP. This Lease Amount shall include **only** those Services, Utilities and Maintenance as described in Section C General Lease Conditions, Supplementary Lease Conditions and Technical Lease Requirements of this RFP.

Note: MAXIMUM ANNUALIZED LEASE AMOUNT IS LIMITED TO \$300,000.00. A yearly price which exceeds this maximum amount will result in the proposal being declared non-responsive.

COST CRITERIA 2:**Max Total Points for Criteria 2: 80****Construction Payment Prior to Occupancy**

CONSTRUCTION PAYMENT PRIOR TO OCCUPANCY: The Offeror must enter a total ACS contribution amount required by the Offeror to subsidize the specialized build-out construction (as specified in these RFP documents) on the **PART V Price Proposal Form, Cost Criteria 2**. This payment may be in one lump sum just prior to acceptance and occupancy of the building, or it may be requested in progress payments as construction progresses. However, whichever form the Offeror's billings take, the request for payment(s) must be supported by back-up documents (contractor or material invoices, labor costs, etc) substantiating the actual construction costs to the Offeror.

Note: **MAXIMUM PRE-OCCUPANCY CONTRIBUTION AMOUNT IS LIMITED TO \$500,000.00.** A Pre-Occupancy Contribution Amount which exceeds this maximum amount will result in the proposal being declared non-responsive

SECTION B – PART IV TECHNICAL CRITERIA 5

ALASKA COURT SYSTEM (ACS) BUILDING QUESTIONNAIRE LEASE CONTRACT

Procurement per ACS Procurement Guidelines

The ACS will use the information provided in this questionnaire to determine whether the premises offered by An Offeror meet the minimum project criteria. If the premises offered are not acceptable to the ACS and do not meet the minimum criteria in the project criteria, as set forth in these RFP documents, the ACS will not consider the Offer to be eligible for award. If the proposed premises are new Construction, respond to all questions with the proposed building information, including address, design and construction, or write "N/A" if not applicable.

1. Address and Location of building/facility: _____

2. Recordable legal description: (include lot, block, town site, and plat and/or U.S. survey number, recording district) _____
3. Type of construction: _____
4. Single or multi-story; _____ Number of floors: _____
5. Maximum Permissible Live Floor Load: Except when a floor is constructed of poured concrete set in earth, provide the maximum permissible live floor load per square foot on each floor. In cases where the floor load factor is not uniform, explain the deviation in sufficient detail to permit the occupants to safely distribute the floor load. A floor plan may be submitted with the bid, which sets forth this information.

Floor Number	Maximum Permissible Live Floor Load	Floor No.	Maximum Permissible Live Floor Load
1	_____ lbs/sq. ft.	3	_____ lbs/sq. ft.
2	_____ lbs/sq. ft.	4	_____ lbs/sq. ft.
6. Type of wall construction inside: _____

7. Type of wall construction outside: _____

8. Unit or Suite Number within building where space is located (if known), and this must be shown on building floor layout/plans of proposed space (ref. Section B RFP Deliverables): _____
9. **If an existing building;** Type of existing flooring and location of existing flooring at time of submittal:
 Carpet _____ Tile/Vinyl _____
 Other (explain) _____
10. Total Net usable square footage for this RFP:
 1st floor: _____ 2nd floor: _____ Total Bldg: _____
11. **Total** Net usable square footage available, or proposed, for lease in building at date of submittal:
 1st floor: _____ 2nd floor: _____ Total Bldg: _____
12. Type of heating system available in, or proposed for, the building at date of submittal: _____

13. Type of ventilation system available in, or proposed for, the building at date of submittal: _____
14. If the space offered is above ground level, confirm the building has or will have, a code compliant elevator at date of submittal:
Existing: _____ Proposed Elevator Addition: _____
15. If other tenants are to occupy the building, list names and types of businesses they will conduct: _____

16. **If an existing building:** Are all building requirements, including the accessibility requirements, as set forth in this offer, in place and functional at date of submittal:
YES _____ NO _____
- If "NO", indicate exceptions, which shall be corrected prior to occupancy:

(Use additional sheets if necessary)
17. **Parking**
- A. Number of exclusive use parking spaces offered in this Proposal: _____
- B. Distance from building to exclusive use parking spaces: _____ Feet
- C. Number of parking spaces required by local code, if applicable: _____
- D. Reserved parking spaces are: _____ on street _____ off street
_____ on site _____ off site
- E. Other available parking:
1. Normal availability of other parking spaces: _____
 2. Other available parking is: _____ public _____ private
 3. Distance from building to other available parking: _____ Feet
18. Offeror _____ (*is*) _____ (*is not*) in arrears on Alaska State Taxes.
19. Offeror _____ (*does/will*) _____ (*does/will not*) carry liability insurance.
20. Offeror _____ (*does/will*) _____ (*does/will not*) carry Workers' Compensation Insurance.
21. Is property encumbered by a mortgage, lien or any other financial obligation?
YES _____ NO _____
- If yes, please attach a copy of the document for the State's review.
22. Is Existing Building Sprinklered, if new construction, is it proposed to be Sprinklered?
YES _____ NO _____
23. Is the Direct Access Road Paved?
YES _____ NO _____
25. Who maintains the Access Road? _____

SECTION B – PART V PRICE PROPOSAL

PART V - PRICE PROPOSAL FORM

PRICE CRITERIA 1 – ANNUALIZED (YEARLY) LEASE AMOUNT:

Lease cost for approximately 12,165 Net Usable Square Feet Lease Space, in a building with at least 13,725 square feet of total building space, as described in Sections A, B and C of this RFP. This Lease Amount shall include **only** those Services, Utilities and Maintenance as described in Section C General Lease Conditions, Supplementary Lease Conditions and Technical Lease Requirements of this RFP.

Note: MAXIMUM ANNUALIZED LEASE AMOUNT IS LIMITED TO \$300,000.00

ANNUALIZED LEASE AMOUNT = \$ _____

PRICE CRITERIA 2 – CONSTRUCTION PAYMENT PRIOR TO OCCUPANCY:

Offeror's total required ACS contribution amount to subsidize the specialized build-out construction specified in these RFP documents:

Note: MAXIMUM PRE-OCCUPANCY CONTRIBUTION AMOUNT IS LIMITED TO \$500,000.00

REQUIRED PRE-OCCUPANCY ACS CONTRIBUTION AMOUNT = \$ _____

TOTAL ESTIMATED PRICE PROPOSAL FOR EVALUATION PURPOSES ONLY

PRICE CRITERIA 1 AMOUNT: Annualized Lease Payment:	\$
PRICE CRITERIA 2 AMOUNT: Pre-Occupancy Construction Payment:	\$
TOTAL PRICE PROPOSAL (FOR EVALUATION PURPOSES ONLY)	\$

SECTION B – PART VI PROPOSAL INFORMATION & CERTIFICATIONS**PART VI – PROPOSAL SUBMITTAL INFORMATION & CERTIFICATIONS****1. OFFEROR INFORMATION AND ADDENDA ACKNOWLEDGEMENT**

Submitting Firm Name: _____

Mailing Address: _____

Business License #: _____

EIN or SSN: _____

Phone: _____ Fax: _____ E-Mail: _____

Check one of the following to indicate type of business entity for your company:

Sole Proprietor: _____ Partnership: _____ Corporation: _____ LLC: _____ Other (Specify): _____

(Seal if Proposal by Corporation)

NOTE: If more than one firm, i.e., joint venture or subcontractor, please attach a list of all firms using the above format. Please list the firm who is fully authorized to act in behalf of all concerns.

The Offeror acknowledges receipt of the following addenda:

ADDENDUM	_____	DATE:	_____
ADDENDUM	_____	DATE:	_____
ADDENDUM	_____	DATE:	_____
ADDENDUM	_____	DATE:	_____

No other alternates or substitutions allowed on this Bid Form.

2. OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE**Certifications:**

1. I certify that I am a duly authorized representative of the firm(s) listed above, that information and materials enclosed with this proposal accurately represent the capabilities of the firm(s) to provide the services indicated in compliance with the requirements of the solicitation. The ACS is hereby authorized to request from any individual any pertinent information deemed necessary to verify information regarding capacity, capabilities, or performance of the firm, as an Offeror.

2. By completing, signing and submitting this form I certify that I have reviewed the RFP documents, with addenda, and understand the scope of services and conditions required for this Property/Facility. Furthermore, if awarded this contract, I agree to furnish for the Price Proposal Amounts furnished in Part V Price Proposal Form – which were arrived at independently and without collusion –necessary labor, materials, and equipment in full compliance with the Contract and each of its incorporated terms and conditions. Work shall be accomplished in a workmanlike manner, observing all applicable civil rights and equal employment opportunity acts, and to the satisfaction of the Contracting Officer
3. By signature on the Bid Schedule the bidder certifies compliance with the applicable portions of the Federal Civil Rights Act of 1964 and the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Governments. If any bidder fails to comply with the Act or Regulations issued thereunder, the ACS reserves the right to terminate the contract.

By signing below, the Offeror represents that all of its statements, certifications, and representations, and other information supplied herein are true and correct as of the date of submittal of this offer.

OFFEROR: _____
(Type or Print Company Name of Offeror)

AUTHORIZED SIGNATURE: _____ **DATE:** _____

(Type or Print Name and Title)

E-Mail Address of Signing Individual: _____

Telephone of Signing Individual: _____

SECTION C – LEASE REQUIREMENTS**GENERAL LEASE CONDITIONS****INDEX:**

1. General Conditions Govern
2. Definitions
3. Landlord's Responsibilities
4. Tenants' Rights and Responsibilities
5. Other Terms and Conditions

1 GENERAL CONDITIONS shall govern unless expressly modified by the Supplementary Conditions section.

2 DEFINITIONS:

- A ACS** – The Alaska Court System. References to Tenant mean “ACS”.
- B Landlord** – The individual, firm, corporation or any acceptable combination thereof, who proposes on this project and is awarded the Lease Contract. References to Contractor mean “Landlord”.
- C Property** – The land, building and all site furnishings, parking areas, landscaping and utility services located at the legal address described in the Building Questionnaire which contains the Premises offered by the Landlord for lease in this RFP.
- D Premises** – The area offered by the Landlord for lease within a building on the Property, including net useable space, circulation, dedicated parking areas and other space external to the leased space provided as necessary for the full utilization of the leased space. References to Leased Space mean “Premises”.
- E ACS Work Hours** – Monday through Thursday: 8:00 a.m. - 5:00 p.m.; Friday: 8:00 a.m. - 12:00 p.m.; and up to 2 hours each Saturday and Sunday, at variable times for arraignments as needed.
- F Contracting Officer** – The person authorized by the ACS to enter into and administer the Lease Contract on behalf of the ACS. This person has authority to make findings, determinations and decisions with respect to the Contract and, when necessary, to modify or terminate the Lease Contract. The Contracting Officer is identified on the Contract.

3 LANDLORD'S RESPONSIBILITIES:

- A Delivery and Condition of Premises:** The Premises shall be delivered ready for occupancy by the Commencement Date stated on the Technical Proposal Form submitted by the Landlord, and accepted by the ACS. “Ready for Occupancy” means that all mechanical and electrical facilities, equipment and fixtures shall be in good operating condition, all required remodeling has been completed, a current certificate of occupancy has been obtained, if required, and all other required work has been completed to the ACS's satisfaction on or before that date. The ACS will move in furniture and equipment, and install, set up and program equipment immediately following the “Ready for Occupancy” date. Correction of minor deficiencies by the Landlord may occur after move-in has already commenced by the ACS, and shall not delay the move-in. Any deficiencies substantial enough to delay move-in and occupancy will be considered a delay to the Commencement Date, and subject to liquidated damages.
- B Compliance with Building Code Requirements.** Prior to occupancy of the premises by the ACS, the Landlord must provide to the ACS a written certification from a local building official or other person responsible for ensuring compliance with building codes to the effect that the premises are, to the best knowledge of the person completing the certification in compliance with all building code requirements applicable to the premises. All alterations of the premises must be constructed in accordance with construction documents prepared, signed, and sealed by a licensed architect or engineer as required by law, and must satisfy all building code requirements.

- C Site Visits:** Landlord must have an on-site designated representative available during ACS regularly scheduled visits. The Landlord will be provided with adequate advance notice of proposed site visits. The purpose of the ACS site visits are to ensure that RFP requirements are met, and that the project schedule is maintained. The ACS will not assume responsibility for reviewing for code compliance during these site visits.
- D Construction Schedule:** The Landlord shall submit a construction/completion schedule for ACS's approval, which will include a critical path with milestone dates and a completion date on or before the date that the Premises are "Ready for Occupancy". Landlord shall submit to the ACS current schedules every 30 days updating the critical path milestone dates. The purpose of this requirement is to monitor work in progress and to allow the ACS to better plan its anticipated relocation to the Premises.
- E Building Alterations Required by Law:** The Premises must be safe for occupancy and must comply with all applicable local, state and federal laws. The Landlord agrees to pay the cost of any alteration or improvements needed for the Premises to comply with all mandatory requirements of present or future laws, ordinances, orders or regulations of any governmental authority, unless non-compliance is a result of the ACS's actions. Noncompliance with applicable laws shall be an occasion for Maintenance and Repair under Paragraph H, below.
- F Fire Prevention:** The Landlord will maintain the Premises in keeping with Title 13 of the Alaska Administrative Code, Part 2 Fire Prevention. The ACS reserves the right at reasonable times to make inspections of the building and notify the Landlord of unsafe conditions. If any fire hazard is detected through inspection of the Property or the Premises, the Landlord shall promptly correct it in compliance with Paragraph F, below.
- G Accident Hazard:** The Landlord will maintain the Premises free of health, structural, electrical, mechanical or fire hazards; in compliance with all applicable local, state and federal codes. If any accident hazard pertaining to the structure or building operating equipment is detected through inspections of the Property or the Premises, the Landlord shall promptly correct the hazard in compliance with Paragraph G, below.
- H Maintenance and Repair:** The Landlord shall retain sole responsibility for the maintenance and repair of the Premises and Property, except for such maintenance and repair as may be required because of damage beyond ordinary wear and tear that results from the negligence or other fault of the ACS or its employees. This responsibility encompasses keeping the Premises and Property in a good state of general repair and tenantable condition. The term "repair" includes repairs of any type, including, but not limited to, exterior and interior, structural and nonstructural, routine or periodic. Landlord will notify the ACS if Landlord will be making any alterations or repairs, and will schedule work at times before or after ACS Work Hours, unless an emergency requires immediate repair. Any and all costs to coordinate and/or relocate ACS employees, their furniture or fixtures to enable Landlord to perform its responsibilities shall be at the Landlord's expense.
- 1) After reasonable notice to the Landlord in writing by the ACS that a repair, maintenance, or service obligation as specified herein has not been satisfactorily fulfilled, the ACS may correct the deficiencies and either bill the Landlord for the costs incurred or deduct the costs from the monthly rent. As used in this paragraph, "reasonable notice" means the notice that is reasonable under the circumstances: the method of notification and the amount of time considered reasonable will depend on the nature of the problem and the danger that it poses to human life and/or property. The ACS reserves the right to determine the method of notice and the time allowed for repairs depending on its determination of these factors.
 - 2) Bills for such work will be paid by the ACS, and a copy will be forwarded to the Landlord for their notice and files. The ACS shall deduct the costs from the next month(s) rent payment(s) as determined appropriate by the ACS.
- I Janitorial Requirements:** The ACS, at their own expense, shall contract out separately for janitorial services within ACS lease space inclusive of all supplies and equipment necessary to perform those services. Landlord shall provide janitorial services outside of ACS lease required spaces, with a similar scope and schedule, unless ACS is the sole tenant of the building and premises.
- 1) The ACS shall provide the Landlord with a copy of the janitorial contract executed by the ACS and their contractor.

- J Utilities & Other Services:** Landlord shall provide as part of the monthly rent the following utilities: Sewage, potable water, and trash removal from the premises and all general building services. ACS will provide its own janitorial services, snow removal services, telephone and data service, and will pay for fuel oil for heating system, and electric utility cost. Landlord must provide separate meters and fuel tanks for the ACS, if the building is not solely occupied by the ACS.
- K Maintenance Outside the Lease Premises:** Landlord will maintain stairways, porches, and common hallways used for access to the Premises in a good state of repair and a clean and safe condition year round. The ACS shall include the following in their janitorial or snow removal contracts: Removal of accumulations of ice and snow from outside steps, parking lot, driveway and sidewalks/pathways **which are provided for, and used solely by**, the ACS and their clients on the Property. Entrances, steps, sidewalks/pathways and parking areas **not** used **solely** by the ACS shall be maintained by the Landlord.
- L Other Tenants:** The occupancy by other tenants is restricted to those whose intended and actual use, in the sole discretion of the ACS, will not detract from the dignity of the court functions and safety of court users and the functions of the ACS.
- M Security Clearance:** After occupancy, a completed Background Check Form must be completed, submitted to the ACS and approved by the ACS prior to commencement of any work by the Landlord or their contractors, agents, principals, officers or employees within the secured ACS areas of the Premises. Additionally, the ACS may also require fingerprints be taken. The Landlord shall ensure these requirements are met and pay for all costs associated with obtaining and submitting to the ACS the information and fingerprints.
- 1) The court system uses the following guidelines when evaluating criminal background:
 - a Any person with the following conditions may not work or provide any kind of services on the ACS Premises, unless the ACS Facilities Manager has agreed to waive the disqualification under Section 3) below
 - i Has been convicted of a violent crime or crime of theft within last 5 years
 - ii Has been convicted of more than 2 misdemeanors in last 5 years
 - iii Has been convicted of more than one felony in previous 10 years
 - iv Has an on-going criminal case in the court where work is being performed with ACS (until case is resolved).
 - 2) **Application.**
 - a Prior Convictions. Multiple convictions arising out of the same criminal episode will be considered a single prior conviction for purposes of this rule.
 - b Definitions. The following definitions apply to this rule:
 - i "Crime" means a felony or misdemeanor.
 - ii "Felony" means a crime that is a felony under the laws of this state or another state.
 - iii "Misdemeanor" means a crime that is a misdemeanor under the laws of this state or another state.
 - iv "Violent crime" means murder, manslaughter, criminally negligent homicide, assault, reckless endangerment, stalking, kidnapping, sexual assault, sexual abuse, robbery, extortion, or coercion under the laws of this state or any other state.
 - v "Serious property crime" means theft, burglary, arson or forgery under the laws of this state or another state.
 - 3) **Waiver by Facilities Manager.**
 - a Standard for Waiver. The facilities manager may waive the disqualification and permit a person to perform work unless disqualification is mandatory under Paragraph 1 above. In deciding whether to grant a waiver, the facilities manager will consider the following factors:
 - i the nature and gravity of the offense or offenses;
 - ii the time that has passed since the conviction and completion of the sentence;
 - iii the number of convictions;
 - iv the nature of the work; and
 - v the level of supervision of the employee at the work site;
 - vi any other facts or circumstances that may have a bearing on the suitability of the employee's presence in a court facility.

- b **Mandatory Disqualification.** No waiver will be granted if:
 - i the person was convicted of a violent crime or crime of theft within five years of the application date;
 - ii the contractor or person fails to provide criminal background information requested by ACS.
- 4) The ACS may limit or reject certain individuals if their presence is determined by the Contracting Officer to be detrimental to the normal conduct of the Tenant's business.
- 5) Much of the business of the ACS is necessarily confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other court business are essential to the court's function. Additionally, records related to personnel issues, procurement proceedings, internal policy discussions, and other administrative issues are also confidential. Prior to commencing any work under this contract, the Landlord and their contractors, agents, principals, officers or employees who supply goods or services to the Premises shall inform all contractors, agents, principals, officers, and employees working on the Premises that the disclosure of any confidential court business observed or overheard may result in permanent removal from the Premises and may be grounds for termination of contract and even criminal prosecution.
- 6) The ACS may require identification cards, which will be provided at Landlord's expense.
- 7) During the term of this contract, the Contractor must monitor the status of each of its subcontractors, agents, principals, officers or employees with respect to the conditions described above. Upon learning that the status of an individual has changed so that the individual would be prevented from entering or working on ACS premises, the Contractor must immediately terminate that individual's access to ACS facilities, and report to the ACS contracting officer or manager the nature of the change in status. **If the Contractor fails to comply with this paragraph, the ACS may terminate the contract as provided in these General Conditions.**

M Replacement of Finishes and Fixtures: The Landlord, at Landlord's expense (including all costs to move furniture, equipment, etc.), shall replace finishes and fixtures in accordance with the following schedule. All work must be scheduled around the ACS Work Hours, unless approved by the ACS. If the Landlord does not replace materials as scheduled, or if the Landlord does not replace or repair damaged items in a timely manner, the ACS may, after written notification to the Landlord, replace or renovate finishes and fixtures as needed at the Landlord's expense, and deduct the cost from the rent. NOTE: All finishes must be new and approved by the ACS at the commencement of the lease. All ceiling, fixtures, doors and hardware, and other built-in components must have a like-new appearance, be in good working condition and comply with current codes.

- 1) **Floor Finishes:** Every 10 years for all floor finishes. For Carpet Replacement: The ACS will provide carpet and carpet adhesive material, and the Landlord shall provide the installation services, and any new base, transitions, or other ancillary materials required
- 2) **Paint:** Full re-paint of all surfaces every 5 years, with touch up painting provided on an as-needed basis due to damage or soiling.
- 3) **Ceilings, Window Coverings, Sound Panels, and Fixtures:** When damage or deterioration is evident

N Insurance: Landlord shall obtain and keep in force during the term of the Lease, and each extension, a policy or policies of insurance covering loss or damages to the PREMISES providing protection against all perils and risks including but not limited to the classifications of fire, extended coverage, vandalism and malicious mischief. Proof of Insurance coverage or binder must be filed with the ACS, Facilities Manager, prior to proposal award. Except as prohibited by law, the Proof of Insurance shall list the ACS as additional insured, certificate holder and contain a statement that the insurer will give at least thirty (30) days' advance written notice to the ACS in event of alteration, cancellation, or termination of the insurance coverage. Failure to submit proof of insurance prior to award or failure to notify when change(s) occur will be cause for rejection of bid or cancellation of contract. Upon request by the ACS, Landlord shall provide a true and complete copy of any insurance policy required under this section.

- 1) **Public Liability Insurance:** Unless otherwise specified, the Landlord shall maintain public liability insurance in an amount sufficient to cover any suit that may be brought against the Landlord. The amount will be no less than \$300,000 combined single limit.

- 2) **Worker's Compensation Insurance:** The Landlord shall, in accordance with AS 23.30.045(d) and (e), maintain sufficient Workers' Compensation Insurance to protect the Landlord from any claims or damages for personal injury, including death, which may arise from services performed under a contract issued as a result of this Invitation to Bid. This requirement also applies to the Landlord's contractor, subcontractor or anyone directly or indirectly employed by either of them. If at any time during the term of the contract, the Landlord's business operation changes and affects the Workers' Compensation Insurance status, the ACS must be notified immediately. Proof of Workers' Compensation Insurance coverage is not required if Landlord is self-employed and does not hire any other employee(s) to perform work covered in this bid.

- O Indemnity:** Landlord shall indemnify, defend, hold and save the ACS, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act performed by the Landlord or the Landlord's agents and employees. The Landlord shall also assume all insurable risks and bear any loss or injury to property or persons occasioned by neglect during the term of this lease, excepting only sole negligence of the ACS. Landlord's indemnity obligation shall apply without regard to the limits of any insurance policy required under this lease.

4 TENANT'S RIGHTS & RESPONSIBILITIES:

- A Default:** If the ACS shall at any time be in default in the payment of rent, or in the performance of any of the terms of the lease issued as a result of this Invitation to Bid or fails to remedy such default within sixty (60) days after written notice thereof from the Landlord, the Landlord may repossess, terminate the lease and recover from the ACS all rent due.

In case of any default by the ACS, and repossession by the Landlord, the Landlord must attempt to relet the Premises for the remainder of the term of the lease for the highest rent obtainable and may recover from the ACS any deficiency between the amount so obtained and rent specified by the lease.

B Tenant's Rights:

- 1) **Quiet Enjoyment:** If the ACS pays the rent as provided by the lease issued as a result of this Request for Proposals and keeps, observes and performs all of the other covenants of the lease required by it to be kept, performed and observed, then the ACS may peaceably and quietly have, hold, and enjoy the Premises for the term of such lease.
- 2) **Safe For Occupancy:** If, during the term of a lease issued as a result of this Invitation to Bid, the ACS determines that all or part of the Premises are unsafe for occupancy because of events not in the control of the ACS, the rent for the unsafe part of the Premises shall be abated until the Premises are returned to their former condition by the Landlord. If the ACS determines that all or a substantial part of the Premises are so unfit for occupancy that it cannot conduct its business safely and securely, the ACS may move from the Premises, terminate the lease by written notice to Landlord, and recover from Landlord the costs of relocation and any difference in rent for the length of the lease term.
- 3) **Interruption of Utilities and Services:** If the ACS determines that its use of the Premises is threatened by the interruption or severance of utilities or other services provided by the Landlord, the ACS may contract for the utilities and services in the name of the ACS, and may deduct from the rent the costs of such utilities, services and related deposits.
- 4) ACS will have access to the lease space 24 hours daily, 7 days a week throughout the year.
- 5) **Option to Lease Contiguous Space:** The ACS has the option to lease any additional contiguous space that may become available for rent/lease on the Property during the term of the lease. The Landlord shall provide the ACS written notice within thirty (30) days of such availability. Such notice shall be accompanied by an offer to lease, including the rental rate of the additional space. The offer shall remain open for at least thirty (30) days. If the ACS does not accept the offer within the time that it is open or extended, the Landlord is free to rent/lease said space to other tenants, subject to Paragraph 3.K, above.

C Tenant's Responsibilities - The ACS will:

- 1) Pay rent at the time and place set forth in the lease to the Landlord on the first day of each month of the term of the lease or in advance at the option of the ACS. Payment for any partial month's occupancy will be prorated, based on a thirty- (30) day month.
- 2) Use and occupy the Premises in a careful and appropriate manner.
- 3) Not use or occupy the Premises for any unlawful purposes.
- 4) Not use, occupy nor permit the Premises to be occupied or used for any purpose or business deemed hazardous.
- 5) Make no alterations or additions in or to the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld. Landlord shall have 30 days to respond to such request; if no response is received within that time, ACS may proceed with alterations or additions.
- 6) Permit the Landlord to enter upon the Premises at all reasonable times to examine the conditions of same, provided that the ACS may prohibit entry at such times and in such manner as the general public may be excluded, e.g., during confidential or closed court proceedings and other similar or dissimilar occasions.
- 7) Observe all applicable laws and reasonable written regulations that the Landlord establishes for the general convenience, comfort and welfare of persons using the building.
- 8) ACS shall leave the Premises at the end of this lease in as good a condition as received, excepting reasonable wear and tear, loss or damage caused by fire, explosion, earthquake or act of God.

D Fixtures, Finishes, Furniture and Equipment: All furniture, finishes, fixtures and equipment which the ACS has installed in the Premises shall remain the property of the ACS and may be removed at the end of this lease or any extension. ACS will repair any damage to the Premises from such removal.

5 OTHER TERMS & CONDITIONS:

A Option to Renew: The ACS may have the option to renew this lease for additional terms if defined in the Supplemental Conditions.

B Condition of Premises: The parties agree that the Premises provided for in this Request for Proposals are fit for occupancy and that they will continue to comply with all applicable laws and codes throughout ACS' occupancy.

C Assignment/Sublet: The lease issued as a result of this Request for Proposals and all the covenants, provisions and conditions therein contained shall insure to the benefit of and be binding upon the successors and assigns of both parties. Assignment or Subletting of all or part of the leased Premises under this lease by either party is not permitted without prior written consent of both parties. ACS may withhold its consent for any assignment or sublease that, in the sole discretion of ACS, would result in occupancy that is not compatible with court functions.

D Holding Over: Any holding over past the expiration of the term, any extensions or renewals of the lease, shall be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect. Each party will provide written notice to the other party of its intent to cancel such month-to-month extension at least thirty (30) days prior to the desired date of cancellation.

E Termination: Because the payment of rent by the ACS is subject to appropriation by the legislature of the State of Alaska, the lease may be terminated upon 120 days written notice to the Landlord if the legislature enacts an appropriations bill which reduces the operating budget of the ACS below its adjusted base for the immediately preceding fiscal year. The Supreme Court must authorize lease termination, and may do so only after declaring a budget emergency.

F Changes in Space: Changes proposed to the ACS approved construction documents, either by the Landlord or by the ACS, shall be in requested and described in writing to the other party. Landlord shall notify and gain approval by the ACS of any additional costs of ACS requested changes. Additional costs for Landlord proposed changes are not acceptable. Both parties shall mutually agree in writing upon acceptance of the change proposal before such changes are actually accomplished.

- G Delays:** Time is of the essence. If there are delays in providing the Premises "Ready for Occupancy" (as defined in Section 3.A) by the Landlord due to unforeseeable causes beyond the control and without fault or neglect of the Landlord, the date of occupancy may be extended by the ACS without imposing liquidated damages. In all other cases, the ACS will impose liquidated damages as defined in the Supplementary Lease Conditions.
- 1) The Landlord shall not be liable for the consequences of any failure to perform or default in performing any of its obligations under this Agreement if that failure is caused by Force Majeure beyond the control of and without the fault or negligence of the Landlord. Force Majeure shall mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strike; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishings or use of materials or labor required; inability to secure material, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
 - 2) Notification of such delays must be made to the ACS's Contracting Officer in writing within ten (10) days of the commencement of the delay. The ACS's contracting officer shall ascertain the facts and the extent of delay and the extent of the time for completing the project. The ACS's contracting officer may approve an extension when, in the officer's judgment, the findings of fact justify an extension. The officer's finding of fact thereon shall be final and conclusive unless the successful bidder shall appeal to the Administrative Director of the ACS within thirty (30) days upon receipt of the findings of fact.
 - 3) The decision of the Administrative Director of the ACS or a duly authorized representative shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, arbitrary or capricious, or so grossly erroneous as to imply bad faith or unsupported by substantial evidence. If no appeal to the Administrative Director is taken, the decision of the Contracting Officer shall be final and conclusive. In connection with any appeal proceeding under this clause, the successful offeror shall be afforded an opportunity to be heard and to offer evidence in support of this appeal. Pending final decision on an extension of time hereunder, the successful offeror shall proceed diligently with the performance of the contract.
 - 4) Inability to comply with State, City, or local construction or zoning laws or ordinances or restrictive covenants shall not be regarded as an unforeseeable cause.
- H Eminent domain:** If the Premises are taken for any public or quasi-public use under any statute, or by right of eminent domain, or private purchase by a public body vested with the power of eminent domain, this lease will terminate and the rent shall be adjusted as of the time of termination so that the ACS will pay rent up to the time of taking only. If the taking reduces the area of the Premises by at least twenty percent (20%) or materially affects the uses being made by the ACS of the Premises, the ACS may terminate the lease after written notice to the Landlord within ninety (90) days after the taking. Landlord shall be entitled to any condemnation award for the value of the facility and ACS shall be entitled to any condemnation award for the value of the leasehold.
- I Sale or Foreclosure:** If the leased Property is sold during the term of the lease which was issued as a result of this Request for Proposals, or any extension thereunder by virtue of a foreclosure (voluntary or involuntary sale), this sale will be made subject to the lease. This will also apply to a sale as a result of an encumbrance on the Property that existed before the lease agreement was executed. If there is an encumbrance on the Property, a subordination agreement must be obtained by the successful offeror with a copy of the agreement supplied to the ACS.
- J Notices:** All notices between the parties during the lease term will be sent to the mailing addresses listed on the Lease Contract, unless notified in writing of address change from other party.
- K** The terms and conditions of this lease shall remain in full force and effect, unless amended or modified and mutually agreed to in writing. All provisions of the lease shall apply to all extensions of term unless amended.
- L** The Landlord will notify the Department of Labor, Labor Standards and Safety Division of this Contract in accordance with AS 36.05.035. The Landlord's contractor(s) must then comply with the requirements noted within the Department of Labor pamphlet entitled, "Laborer's and Mechanic's Minimum Rates of Pay," found on-line at <http://labor.alaska.gov/lss/pamp600.htm>

- 1) The contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
- 2) The contractor shall submit one copy of the certified payrolls to the OWNER weekly.
- 3) Wages may not be less than those stated in the Department of Labor pamphlet described above, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
- 4) The scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work;
- 5) The Landlord shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
 - a) The rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - b) The rates of wages in fact received by laborers, mechanics, or field surveyors

SECTION C – LEASE REQUIREMENTS**SUPPLEMENTARY LEASE CONDITIONS**

1. **INITIAL TERM OF LEASE:** Fifteen (15) years. Commencing on the Commencement Date specified the Technical Proposal Form submitted by the Landlord, and accepted by the ACS.
2. **RENEWAL:** The ACS shall have the option to renew the lease for two (2) additional periods of five (5) years each by giving the LANDLORD notice in writing not less than **sixty (60)** days prior to the expiration of each period.
3. **OPTION:** The ACS shall also have a one-time option to extend the lease for a period up to 6 months at the completion of the initial term of the lease or the completion of a renewal option.
4. **LIQUIDATED DAMAGES:** It is mutually agreed that the Landlord will pay to the ACS **\$395.50 per day** for each calendar day of delay beyond the Commencement Date proposed by the Offeror in the Technical Proposal, and accepted by the ACS, or as extended pursuant to the provisions of this Request for Proposal. It is mutually agreed that this amount is a good faith estimate of actual damages resulting from a delay, and is reasonable in light of the anticipated harm caused by a delay, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy.
5. **LEASE AGREEMENT:** The lease agreement will be prepared by the ACS and will contain the terms and conditions of the Request for Proposals.

SECTION C – TECHNICAL LEASE REQUIREMENTS**TECHNICAL LEASE REQUIREMENTS****INDEX:**

1. Definitions
2. Area Location
3. Type of Building
4. Location of Space within Building
5. Drawings and Specifications
6. Compliance with Laws & Codes
7. Accessibility (ADA Compliant)
8. Arrangement of Space
9. Ingress and Egress
10. Indoor Air Quality
11. Specialty Code Compliance
12. Energy Conservation Requirements
13. General Electrical Requirements
14. Low Voltage Systems
15. Plumbing
16. Heating and Cooling
17. Casework and Finish Carpentry
18. Furnishings, Fixtures and Equipment (FF&E)
19. Room Finishes
20. Sound Control Requirements
21. Doors, Hardware and Keying
22. Interior Signs
23. Exterior Signs
24. Windows
25. Elevators
26. Parking
27. Flagpole

The following requirements describe the minimum acceptable requirements and shall govern unless expressly modified by **Appendix C Space Programming Sheets**. All costs, including labor and materials associated with the following items to be provided and maintained by the Landlord are at the Landlord's expense except where noted that ACS shall provide and/or maintain.

1. DEFINITIONS:

- A. **"Net usable square footage"** is a term meaning the square footage of the area to be leased for occupancy by ACS personnel and/or equipment. It is determined by computing:
 - 1) The area of each space by measuring from the normal inside finish of each wall and;
 - 2) Adding internal circulation factor (i.e. hallways utilized within ACS space), which is the space the Landlord will need to provide for the full utilization of the ACS leased space.
 - 3) This area does not include service spaces such as mechanical and electrical closets, janitorial rooms, and chases, nor common spaces such as public lobbies, restrooms and arctic entries. Reference BOMA standards for net usable square footage.
- B. "ADA Compliant" means with respect to a facility that the facility complies in all respects with the current issue of Americans with Disabilities Act Accessibility Guidelines ("ADAAG").
- C. "ACS" means Alaska Court System.
- D. "Accessible or Accessibility" means easy to enter or reach physically.

- E. "AHJ" means "Authority Having Jurisdiction" in relation to permitting and code compliance in the region of construction.
- F. "AFLI" means ACS Furnished to the site, Landlord Installed at the site.
2. **AREA LOCATION:** Building offered for lease must be within the limits of the location noted on the Cover Sheet of this RFP and located on or with direct access to a state maintained, paved road (unless the State does not provide paved roads in or near the location). Property must be zoned for PL1 Public Lands and Institutions or GU General Use at the time of Proposal Submittal Date if local zoning regulations apply. The ACS may reject any proposed space that is, in the sole judgment of the ACS, unacceptably proximate to sources of noise, odors, dust, or other similar or dissimilar factors that may impair the functionality of the space for court purposes.
3. **TYPE OF BUILDING:** The space offered should be in a building of sound and substantial construction that meets all applicable building codes and regulations. The building shall be properly protected against fire and other hazards in accordance with adopted building codes and is to be provided with good natural light, all utilities and services specified, and adequate ventilation as required. The exterior building appearance shall be attractive, in like-new condition, and in keeping with the dignity of the court. The building and the area in which it is located shall be clean and free from objectionable tenancy, odors, vermin, rodents, or other features which in the opinion of the ACS would be detrimental to its operation.
4. **LOCATION OF SPACE WITHIN BUILDING:** The proposed space must be contained within one building, within contiguous space, and within no more than two (2) contiguous floors.
5. **DRAWINGS AND SPECIFICATIONS:**
- A. **During Design Phase:** Landlord shall attend design meetings with ACS, and submit drawings and specifications for review by ACS, throughout the design phase, as needed to obtain ACS approval of space configuration, equipment and systems, finishes, components, doors and hardware, casework and construction. The Landlord shall also submit drawings and specifications as required by the AHJ for approval and permitting. The Landlord shall not proceed with construction without obtaining prior written approval by the AHJ. Additionally, the Landlord shall not proceed with procurement of materials, systems, or construction without obtaining prior written approval of by the ACS of each submittal package required in Paragraph B below.
- B. **Prior to Construction:** The ACS will require the following specific submittals packages for review and approval:
- 1) ***Complete ACS & AHJ Approved Architectural and Structural Drawings*** for all existing and new construction required to comply with this RFP. Plans should identify and provide details for fire walls and sound wall, and locations of ballistic shielding.
 - 2) ***Complete ACS & AHJ Approved Mechanical and Electrical Drawings*** for all existing and new construction required to comply with this RFP. Plans should identify lighting, mechanical and electrical equipment, and placement and type of electrical wall outlets and switches, thermostats, life safety systems and conduit/j-boxes provided for ACS's audio and security systems.
 - 3) ***Complete Civil drawing including Site Plan*** which includes: Parking for ACS staff, Prisoner Delivery and the Public, ADA required parking, walk-ways from parking to entries, lighting, flagpole, headbolt heater locations and signage, and locations of utilities.
 - 4) ***Casework Submittals*** including: Coffee preparation cabinets/countertops, cabinet hardware, public toilet countertops, customer service countertops and courtroom wood and laminate casework and finish carpentry. ACS will coordinate with Landlord to ensure ACS provided judge's bench casework matches other courtroom wood species and finishes.
 - 5) ***Door and Hardware Submittals*** including: Door and hardware schedules, details, sound rating, fire rating, and manufacturer data for all openings.
 - 6) ***Finishes Submittals*** including: Flooring, ACS provided Carpet, Painting, Ceilings, Wall Finishes.
 - 7) ***Exterior Building Signage Submittals*** including: Cast metal signage layout and installation details..
 - 8) ***Technical Specifications:*** Complete set of final specifications for architectural, structural, mechanical, and electrical (including security, life safety and low voltage).

- 9) **Procurement Information List for ACS Provided Materials:** Provide all necessary information to allow ACS procurement of the following equipment and materials. Note that this list is abbreviated for the Offeror's convenience only – detailed specifications and requirements are defined further in this Section C.
 - i. **ACS Furnished and Installed**
 - a. Server and Telecom Racks in Server Room and Communications Room
 - b. Microphones, Speakers, Audio and Video Cabling & Audio Equipment Rack in Courtrooms and Grand Jury
 - c. Duress Alarm System
 - d. Video Equipment – Flat Screen Monitor, Bracket and cabling at courtrooms, Lobby and Jury Assembly.
 - e. Judge's Bench (including Clerk's Bench) casework and Moveable Witness Stand, Witness Stand Platform at all courtrooms.
 - f. Undercounter Refrigerators at Jury Rooms and Grand Jury
 - g. All moveable furniture with exception of Witness Stand, and Clocks
 - ii. **ACS Furnished, Landlord Installed (AFLI)**
 - a. Spectator Bench Seating at all courtrooms
 - b. Window Horizontal Blinds at all windows and interior relites (not door lites).
 - c. Marker Boards at all Jury Deliberation Rooms
 - d. Carpet Tile Flooring at all Areas.
 - e. Acoustical Wall Panels at Courtrooms and Grand Jury Room
 - f. Cipher Locks at areas noted in Paragraph 21E.9
 - g. Interior Wall Signage at all lease areas.
 - h. Interior Building Directory at each floor.
 - 10) **Copy of Dept. of Labor Notice of Work:** Required by AK Little Davis Bacon Act, this notice should include list of construction work, list of subcontractors, and contract price being paid to each contractor and subcontractor. Reference Technical Lease Requirements, Paragraph 6D.
- C. The ACS shall provide written approval and notice to proceed after each submittal package required in Paragraph B above.
- D. **During Construction:** The Landlord shall advise and request approval from the ACS of any changes to the approved plans and specifications, and submittals. The Landlord shall provide the following notices and coordination:
- 1) **Opportunity for Pre-Cover Inspection:** Prior to installation of wall and ceiling materials, provide 48 hour notice to the ACS. The ACS may choose to inspect walls and above ceiling areas to confirm conditions.
 - 2) **Audio System Coordination:** Three (3) weeks prior to the Lease Commencement Date coordinate with the ACS to allow ACS installation of audio system and security systems.
 - 3) **ACS Provided, Landlord installed Materials:** Coordinate with ACS to prepare construction for ACS provided, Landlord installed materials and equipment noted above. Coordinate delivery and installation of these items so that they are completed by the Lease Commencement Date.
 - 4) **Updated Subcontractor List:** Provide updated Subcontractor List upon any changes from the list submitted to the Dept. of Labor.
- E. **Prior to Occupancy:**
- 1) Provide an executed **Certificate of Occupancy** from the AHJ for the lease space, if available. If AHJ does not provide a Certificate of Occupancy, Landlord shall provide a written statement from the Architect of Record to the effect that the premises are, to the best of the Architect's knowledge, compliant with all building code requirements applicable to the premises.
 - 2) **Compliance Statement:** A written statement from the Architect of Record that completed facility and the offered space complies with the ADA Guidelines and this Request for Proposals.
 - 3) **Balancing Report.** Provide a Final Balancing Report, which has been reviewed and accepted by Engineer of Record prior to submittal to the ACS.
 - 4) Provide Data Termination Test Reports
- F. **After Occupancy:** Upon completion of construction and within one (1) month after the Lease Commencement Date provide the following:
- 1) Two (2) full size sets of as-built drawings scaled no less than 1/8" including code occupancies and net usable square footages for each room. Minimum size of drawings shall be 22"x34". Provide PDF and hard copies of drawings.

- 2) A full set of as-built specifications
- 3) A full set of O & M Manuals
- 4) Alaska Building Energy Efficiency Standard (BEES) Compliance Confirmation: Engineer of Record shall provide written certification of compliance.

6. **COMPLIANCE WITH LAWS AND CODES:** All existing structures or new construction and all appurtenances thereto shall conform to all applicable laws, codes, ordinances and regulations pertaining thereto. Industry standards and best design practices shall apply where local ordinances and regulations, state laws and codes are absent. Minimum requirements established herein shall not be construed as lowering the standard established by local regulations and when such local regulations contain more stringent provisions, they shall govern. The Landlord shall be responsible for obtaining all required permits.

A. **All space offered in response to this RFP** must comply with applicable Federal and State laws and regulations pertaining to occupational health and safety.

B. **Floor loading** shall comply with the current Live Load Table in the adopted edition of the International Building Code as applicable for the type of building and space. The court may have some spaces that require loads heavier than standard office loading. Reference Appendix C – Space Programming Sheets for specific designations.

1) **NOTE:** Assume Uniform Live Load for Server Room and the Communications Room will be 150lbs/SF.

2) **Sound Doors:** Sound door assemblies can be heavy. Coordinate with door frame and structural design.

C. **By signature on this RFP document,** the Landlord acknowledges that the Landlord will be responsible for the accomplishment and cost of any building alterations, which may be required to correct violations of applicable laws, codes, ordinances and regulations detected by the ACS or AHJ during the period of the ACS occupancy.

D. **Alaska Little Davis Bacon Act:** Offerors are advised that construction or remodeling in connection with this contract is subject to the Alaska Little Davis Bacon Act, Alaska Statutes Chapter 36.05. . The OWNER will notify the Department of Labor, Labor Standards and Safety Division of this Contract in accordance with AS 36.05.035. The Contractor must then comply with the requirements noted within the Department of Labor pamphlet entitled, “Laborer’s and Mechanic’s Minimum Rates of Pay,” found on-line at <http://labor.state.ak.us/lss/forms/pamp600-040113.pdf>. The minimum wages to be paid various classes of laborers, mechanics, or field surveyors are shown in that wage determination. The rate of wages shall be adjusted to the wage rate under AS 36.05.010.

Before work commences, the Offeror, or their primary contractor, shall file the required Notice of Work with the Department of Labor and Workforce Development, with a copy to the ACS. The Offeror is responsible for payment of all filing fees on the contract.

7. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** The design and construction of the offered space and any subsequent alterations of the offered space shall meet the specifications of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG, 28 CFR part 35) as published in the Federal Register on September 15, 2010 on the date of occupancy and throughout the entire occupancy of the ACS.

A. **The Americans with Disabilities Act of 1990** (42 U.S.C. 12131) defines the State of Alaska as a “public entity” subject to Title II of the ADA. The Landlord must provide ADA compliant space as it applies to a public entity. In providing space that meets the Title II requirements, the Landlord does not have and will not attain the right to direct how, when or where program services are delivered. The Landlord must provide ADA compliant space that would be required as if the offered space were in a newly constructed, State-owned, facility from which all program services are directly delivered to the public.

B. **Landlord must certify, via a statement** from an architect registered to practice in the State of Alaska that the completed facility and the offered space complies with the ADA/ANSI Guidelines and this Request for Proposals.

1) It is critical that ADA access is provided for the public when participating in public proceedings and on juries, as jurors, litigants or witnesses. Additionally ADA access must allow the public to fully utilize all public areas, including entrances, public hallways, restrooms, customer service counter, jury assembly, grand jury, jury rooms, and courtrooms.

This statement must be submitted for approval prior to occupancy, but after completion of all new construction or alteration as necessary to respond to this Request for Proposals.

- C. **ACS's inspection and acceptance** of the Landlord's space and alterations does not relieve the Landlord of responsibility for continuing ADA compliance. The Landlord further agrees to pay the cost of any corrections, which may be needed during the period of ACS's occupancy for purposes of correcting deficiencies to meet the above prescribed ADA compliance.
- D. **In the event the Landlord fails to correct deficiencies** within a period of thirty (30) days from receipt of written notification, the ACS will have the right to terminate the lease; or, the ACS will have the option of correcting deficiencies by hiring competent workers, with the Landlord bearing the cost of all labor and materials. The ACS will have the right to deduct all of the costs incurred, including administrative costs, from the lease payment. The Landlord further agrees that deficiency corrections performed by the ACS will not be construed to constitute a breach of this lease.
8. **ARRANGEMENT AND TYPE OF SPACE:** The Landlord shall provide net usable office space as defined above and as identified in Appendix A - Lease Space Requirements. Floor Plans shall be arranged in accordance with functional and spatial relationships, adjacencies and access as described in Appendix C – Space Programming Sheets. Reference Appendix B Schematic Courthouse Floor Plan for a diagrammatic depiction of these adjacencies and Relationships.
- A. **NOTE:** Appendix B Schematic Courthouse Floor Plan is provided for the Proposer's benefit as an illustration of those relationships, adjacencies and required access. **Appendix B is not a required floor plan – it is solely provided as an example of one possibility for complying with those contract requirements.**
- B. Note that there are 3 types of occupancies, circulation and access possible for each space: Public Halls, Secure Staff Halls and Secure Prisoner Transport. Public Halls and Secure Prisoner Transport access points and circulation paths **are separate and do not intermingle**. The ACS prefers, where possible, that the Secure Staff Halls and Secure Prisoner Transport access points and circulation paths are also separate, but realizes that this is difficult to accomplish. Limit Secure Staff Halls and Secure Prisoner Transport intermingling as much as possible.
9. **INGRESS AND EGRESS:** Access and required adjacencies are specified in Appendix C – Space Programming Sheets. Below subparagraphs specifically describe ingress and egress from the lease space.
- A. ADA Compliant elevator service must be provided if lease space is not fully accommodated on the first floor. Elevator, if required, must operate 24 hours a day, 7 days a week, unless ACS requests closure. All entry access to the leased space from the exterior shall be by exterior arctic entries (does not include exits required and used solely for fire exiting).
- B. ADA access must be provided from accessible parking spaces to the Public Entry and throughout the public areas of the courthouse.
- C. The public access shall immediately enter a secure Screening Lobby after passing through the arctic entry. A public lobby shall be provided subsequent to the Screening Lobby.
- D. The ingress/egress points for both staff and Prisoner Transport must be separated from the public access, and into a secured part of the courthouse. Prisoner Transport **must** be visually isolated from the public access, and it is **preferred** that it is also visually isolated from Private staff Entries.
- E. The ACS shall have the exclusive right to the leased space.
10. **INDOOR AIR QUALITY:** The ACS is concerned about indoor air quality (IAQ) and chemical emissions. The Landlord shall control selection of materials and process used in project construction in order to attain an IAQ acceptable to the ACS and in compliance with codes. Where feasible, products with low VOC content shall be used in construction.
11. **SPECIALTY CODE COMPLIANCE:** The building shall conform to the thermal and lighting energy standards established by ASHRAE 90-75 and to OSHA codes.

- 12. ENERGY CONSERVATION REQUIREMENTS:** The leased premises must comply fully with the Alaska Building Energy Efficiency Standard (BEES), effective April, 2007 and the 2006 International Energy Conservation Code with state or local adopted amendments as appropriate. Engineer of Record shall provide written certification of compliance. ***Copies of the International Energy Conservation Code 2006 can be purchased via bookstores on the Web. Copies of BEES are available at www.ahfc.state.ak.us/ric.cfm***

13. GENERAL ELECTRICAL REQUIREMENTS:

- A. **Electric Wiring Standards:** All electrical work performed under this specification shall comply with the most recent edition of the following codes or rules:
- 1) The National Electric Code of the National Board of Fire Underwriters.
 - 2) The rules, regulations and codes of the Federal, State, City or other local entity.
 - 3) The standardized rules of the National Electrical Manufacturer's Association.
 - 4) Reference Paragraph 12 - Energy Conservation Requirements, for additional requirements
 - 5) TIA 942-A for minimum requirements for telecommunications infrastructure of computer rooms.

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

- B. **Main Service Facilities:** The main service facilities and meter panel shall be adequate to provide for the electrical load that will be required. This service shall be enclosed in a suitable enclosure, which is readily accessible for inspection. Single phase, 60 cycles, 120/240V services shall be supplied at a minimum. Electrical service for the portion of the property leased by the Court system shall be independently metered and located in a secured room.
- C. **Finishes:** All face plates for outlets, switches and other devices must be stainless steel finish. All switches and devices shall be ivory. All lighting trim shall be stainless steel or prefinished paint similar to the ceiling or wall color (typically ivory). All surface raceways must be prefinished paint to match wall color.

- D. **Lighting:** Light fixtures which are capable of producing well-diffused artificial illumination at the work surface of not less than 50 FC average must be provided in all lease space areas of the courthouse, with the following exceptions

- 1) Lobbies (this does not include Customer Service Counter Lobby or Public Entry Security Screening), hallways, stairs, entries, soundlocks, and restrooms shall have 20 FC average on the floor.

Light fixtures must be recessed or provided with suitable diffusers approved by the ACS. Bare lamp fixtures will not be acceptable, except for mechanical/electrical rooms, or other support areas approved by the ACS. Appropriate wall switches shall control general office space lighting fixtures. In addition to the above requirements, provide the following:

- 1) Courtrooms: Lighting for Courtrooms shall have dimming capacity at spectator seating area and jury seating area. Lighting for spectator seating, jury seating, arena area and Judges Bench area shall all be separately switched. Judge's bench and arena light fixtures shall be visually differentiated from the jury and spectator seating areas by size, layout and type of light fixture. A room lighting control system with these areas controlled from a single control station is acceptable in lieu of separate switching.
- 2) Fluorescent Lamps at Courtrooms, Grand Jury Room, offices, Jury Deliberation Rooms, and clerical areas: T8 4100K, tri-phosphor lamps with a minimum CRI of 86, and a minimum rated life of 36,000 hours, based on 3 hours per start using programmed start ballasts. Compact fluorescent lamps shall utilize amalgam technology, shall match the color temperature of the T8 lamps, shall have a minimum CRI of 82 and shall be provided with a 4 pin base when used with electronic ballasts and a 2 pin base when used with magnetic ballasts. All 4-foot T8 fluorescent lamps shall be low-mercury type that passes the Toxicity Characteristic Leaching Procedure (TCLP) test at end of life. GE "Starcoat Ecolux XL Extra-Life", Osram/Sylvania "Octron 800XP Ecologic", Philips "Alto Plus T8", or approved equal.
- 3) LED Luminaires, Interior: Wherever LED is provided instead of fluorescent, fixtures shall be 4000K, minimum 82 CRI, with minimum rated life of 50,000 hours at 75°F average indoor ambient temperature. LED shall be provided for all recessed downlight locations, unless prior approval is obtained by the ACS.
- 4) Exterior Luminaries: Provide exterior LED lighting as required to safely illuminate the pathway from property line or parking area to building entrances. Exterior egress lighting shall meet IBC requirements. Provide UL 1572 outdoor salt water marine rating within 100 miles of coastlines; Complete with gaskets to form weatherproof assembly. Provide low temperature LED drivers, with

reliable starting to -40° F. Exterior LED luminaires shall be 4000K, minimum 70CRI, with minimum rated life of 50,000 hours at 40° F average outdoor ambient temperature. Provide exterior lighting as necessary to illuminate flagpole at night, as noted in Paragraph 27 Flagpole.

- 5) **Emergency Lighting:** Emergency ballasts/drivers must be provided at open clerical areas, courtrooms, hearing rooms, grand jury room, meeting rooms, libraries, jury deliberation rooms, jury assembly, holding cells, corridors, restrooms, public lobbies and other public places in compliance with current code. In addition, provide one (1) fixture in each courtroom as a night light. Coordinate with the ACS for the location of this fixture, but it will generally be located near the public entrance.
- 6) **Switching:**
 - i. Lighting in all office and clerical areas, grand jury rooms, jury assembly, jury deliberation rooms, conference rooms and libraries shall be supplied with multi-level switching. For fluorescent fixtures, this may be provided via dimming, step-dimming, or inboard/outboard switching. For LED fixtures, it is assumed this will be accomplished via dimming fixtures.
 - ii. Switching at courtrooms, hearing rooms and grand jury room shall be located at the clerk's entrance away from public access, and shall control soundlock vestibules as well as the courtroom or hearing room.
 - iii. Switching for both the clerk's area and customer service counter area shall be located at the clerk's entrance, away from public access.
 - iv. Motion sensor switches are required at offices, clerical areas, jury rooms, conference rooms, and libraries.
 - v. Keyed switching:
 - a. Required at JS Prisoner Transport areas, including holding areas, Holding Cells and circulation areas used solely by JS Transport. Locate switching for Holding Cells in supervised JS Transport area.
 - b. Required at public spaces without a separated secured, supervised area: This would include lobbies, hallways, stairways, public arctic entry, security screening area and Jury Assembly.

E. **Electrical Outlets:** Unless otherwise specified, office and similar space shall be provided with not less than one (1) quad convenience outlet for each 100 square feet of area. Additionally, there must be at least one (1) duplex outlet on each wall in all spaces, with the exception of storage rooms, toilets, and holding cells. In the Clerk's Office, and all other staff offices provide one quad outlets at one wall to be coordinated with the ACS. Unless specifically indicated, all electrical outlets shall be located 18" (to center) above finished floor level. Outlet strips and wire mold may be provided **only** at CMU or concrete walls. These outlets and wire mold must be similar to Wiremold Company's pre-finished surface raceway system appropriate for use with power wiring and approved for use in dry interior locations only as covered in the National Electrical Code and are UL rated. All other areas shall have conduit concealed behind building finishes.

- 1) Floor outlets in all areas **except** for Courtrooms shall be **Wiremold RFB4**, recessed types, flush mounted with appropriate plate for floor covering – no plastic adaptors. Courtrooms shall use **Wiremold "Evolution" series** floor boxes. These boxes will accommodate electrical, data, and audio/video outlets in one recessed floor box – combine these outlets where appropriate.

In addition to the above requirements, provide the all items shown on Appendix C–Lease Space Programming Requirements, and Appendix D.1 Judge's Bench Casework (Page 3).

Additional placement specifications include:

- 2) **Courtroom and Hearing Rooms:**
 - i. **At courtroom Judge's bench casework:** Provide quad outlets at inside face of judge's bench and in-court clerk station casework (at both ends of each counter), and a duplex outlet on the outside face of the Judge's casework facing the witness stand placement.
 - ii. **At courtroom Arena and Seating Areas:** Provide duplex outlets at floor below litigant podium and each litigant table, and at in modesty walls in front of spectator seating and jury box.
 - iii. **Flat Screen Monitor Outlet:** There will be one (1) wall-mounted outlet for a video arraignment flat screen monitor. Location and height shall be coordinated with the ACS prior to rough-in.
- 3) **Customer Service Counter Lobby:**
 - i. Provide (1) quad or (2) duplex outlets under Self-help Countertop.
 - ii. Provide (2) duplex outlets under the Customer Service Counter.

- 4) **Clerk's Office and Judicial Assistant Open Office:** Provide (1) quad outlet at wall behind each workstation and at customer service counter as required in Appendix C Space Planning Sheets.
- 5) **Private Offices:** Provide (1) quad outlet at one wall for a workstation
- 6) **Server Room and Communications Room:** All outlets within this room shall be 120VAC 20amp dedicated circuits with 20amp receptacles. Provide (3) additional 20amp duplexes adjacent to the Server Racks at the Server Room, and (2) additional 20amp duplexes adjacent to the Equipment Rack at the Communications Room. Refer to ANSI/TIA-607-B for bonding and grounding requirements for computer rooms.
- 7) **Public Entry Security Screening:** Provide wall outlet for Walk-thru equipment at wall adjacent to Walk-Thru, and provide quad floor outlet for Scanner at location coordinated with the ACS.
- 8) **Lobby:** Locate a duplex at 8'-0" AFF in main floor Lobby close to elevators, stairs, or courtrooms, or Clerk's Office, for Electronic Calendar monitor.
- 9) **Coffee Counters:** Provide additional outlets at wall above and below countertop for appliances as required in Appendix C Space Planning Sheets.
- 10) **Parking:** Provide a minimum of (9) headbolt heater outlets: (8) located at Staff parking and (1) located at Prisoner Transport Parking locations.

F. **Box Placement:** Outlet boxes sizes and physical location may vary according to millwork, flooring and ceiling finishes, and casework and furniture layout. Outlet locations, type, and specifications shall be approved by the ACS.

14. **LOW VOLTAGE SYSTEMS:** Provide all outlets for phone, data, duress, sound system, and video arraignment systems shown below and as noted on Appendix C – Space Programming Sheets. Landlord must provide the facility with either two (2) DSL circuits or two (2) cable modems, terrestrial internet with a minimum speed of 6/2 Mb. ACS will pay for monthly usage costs for internet.

A. **Telephones:** Telephone service must be installed in accordance with requirements set forth below. All conduit and other features necessary to satisfy the telephone company's requirements shall be included in the building by the Landlord.

- 1) Unless otherwise specified, telephone ports will be included in the digital network communications outlets specified below. Outlet, cable, conduit and routing for phone outlets are identical to, and incorporated into the digital network communications requirements.
- 2) The ACS will be responsible only for the actual connection of telephone and communications equipment required by ACS.

B. **Digital Network Communications:** Adequate network service must be installed in accordance with requirements set forth below. All conduit and other features necessary to satisfy ACS requirements shall be included in the building as part of this project. **All conduit must be rigid type.**

- 1) Unless otherwise specified, offices, clerical areas, courtrooms, hearing rooms, conference rooms, jury rooms, law library, and similar space shall be provided with the necessary conduits – sized at ¾" minimum – and boxes to allow for the installation of one 4-port digital outlet box per each 100 square feet of area or on 3 of the 4 walls of the room, whichever is greater.
- 2) The quad outlet shall provide for 4 Cat 6 lines terminating in Cat 6 RJ-45 female connections. Locate quad outlet adjacent to power outlet wherever possible. The ACS will use ports for data, phones or duress at their discretion. Provide standard duplex sized deep back boxes, approximately 2 ½" X 4-11/16" at walls, and Wiremold RFP A/V 9 or A/V11 (or appropriate for installation) recessed flush mounted boxes and flush covers at floors – no plastic adaptors. Provide network cables and connectors installed by project certified communication technicians unless otherwise noted in these documents. Certified communications technicians to install, terminate and test all cabling and connections. Provide test reports to the ACS.
 - i. **At Courtrooms:** Reference Paragraph 13.E.1 for the type of floor boxes required to accommodate electrical, data, and audio outlets within one box.
- 3) Provide numbering at all data ports as follows: Room# - quad# - port#, where "quad #" starts with 1 at first location clockwise from entrance and follows clockwise through the room. Port# is Left top = 1, Right top = 2, Left bottom = 3, Right bottom = 4. Data ports in the patch panel are to be located in number order from lowest to highest.

- 4) Network cabling shall be homeruns from outlet to a patch panel in the communications room. The length of the horizontal cabling from the communication room to any quad outlet shall not exceed 250'.
 - 5) Each Communication Room shall be provided with a Landlord provided/installed patch panel and patch cords, and an ACS provided and installed server and telecom racks. Racks shall be floor mounted with ample adjacent space for other racks or panel boards to be provided by ACS, including duress panel if used. Reference Appendix E – Server Room for layout. The patch panel(s) shall be adequately sized for the quantity of cables, and an expansion capacity of 10%. Provide patch cords of adequate length to connect patch panel to ACS-furnished network equipment. Reference paragraph 13E.4 for power requirements for racks. If there is a Communications Room in addition to the Server Room, provide a 2" conduit (size to be confirmed during design) with sufficient cabling including termination boxes (located top of rack) for communication room interconnect.
 - 6) Additional requirements include:
 - i. **Courtroom and Hearing Rooms:**
 - a. **At Judge's bench casework:** Provide an outlet at inside face of modesty wall at judge's bench and inside face modesty wall at both ends of judge's and in-court clerk's casework.
 - b. **At Arena Area:** Provide outlet at floor below each litigant table.
 - ii. **Customer Service Counter Lobby:** Locate (1) outlet under Self-help Countertop and (1) outlet under Customer Service Counter
 - iii. **Secure Screening Lobby:** Locate (1) outlet in floor below scanner, adjacent to power outlet as coordinated with ACS. Locate one (1) outlet in wall adjacent to screening staff furnishings.
 - iv. **Lobby:** Locate (1) outlet 8'-0" AFF (adjacent to power outlet) in 1st floor Lobby close to elevators, stairs, or courtrooms, or Clerk's Office, for Electronic Calendar monitor.
 - v. **Clerk's Office and Judicial Assistant Open Office:** Provide outlet at wall behind each workstation as required in Appendix C Space Planning Sheets.
- C. **Audio System:** The ACS shall provide audio recording equipment for each courtroom, hearing room, and grand jury room, and a public announcement system for each jury assembly room or area. Provide conduit, junction boxes, supports, cover plates, and other necessary items to accommodate the ACS supplied audio and PA equipment, cabling, and attachments.
- 1) Floor boxes At Courtrooms: Reference Paragraph 13.E.1 for the type of floor boxes required to accommodate electrical, data, and audio outlets within one box.
 - 2) Microphones: Provide wall, ceiling or floor boxes with appropriate cover plates to accommodate microphones. Additional placement specifications include:
 - i. **Courtrooms and Hearing Rooms:**
 - a. **At Judge's Bench:** Provide one outlet each at inside face of the Judicial Bench casework below judge's countertop and clerk's countertop.
 - b. **At Witness:** Place outlet on the outside face of the Judge's casework facing the witness stand.
 - c. **Jury Box:** Provide outlet at front modesty wall (facing jurors) and at back wall of the jury box.
 - d. **Spectator Seating:** Provide outlet at each end of the spectator rail.
 - e. **Litigant Tables:** Place one outlet in the floor below each litigant table and one outlet between the tables for a podium.
 - f. **If Ante Room is scheduled:** Place one outlet in ceiling.
 - ii. **At Grand Jury:**
 - a. Place one outlet in the wall adjacent to clerk's desk
 - b. Place one outlet below witness and litigant table(s)
 - c. Place up to three floor outlets throughout the juror seating area, and two on each wall.
 - iii. **At Jury Assembly:** Provide outlet on wall near Court Clerk's desk.

- 3) **Speakers:** Provide junction boxes in the ceiling to accommodate speakers as follows (exact locations within rooms to be determined by the ACS).
 - i. **At Courtrooms and Hearing Rooms:** There are to be six (6) to eight (8) speaker locations: One (1) behind the judge, one (1) behind the witness, two (2) above the jury seating, and two (2) or four (4) speakers above the public seating area as appropriate. Provide three separate junction boxes for jury box, spectator seating and judge/witness.
 - ii. **At Grand Jury Room:** There are to be two (2) to three (3) speaker locations: one (1) behind the witness and one (1) or two (2) above the juror seating.
 - iii. **At Public Lobby and Jury Assembly:** There are to be two (2) - four (4) speaker locations (depending on size of space), for announcements from the microphone in the Clerk of Court Area or Clerk's desk in Jury Assembly.
 - 4) **Junction Boxes:** Clerk's Junction Box (CJB): Provide one (1) 18" high x 18" wide x 6" deep flush mounted junction box with screw on cover in the following locations:
 - i. **At Courtrooms and Hearing Rooms:** In accessible location in side modesty wall of casework beneath the In-Court Clerk's work surface – typically between between Judge and Clerk.
 - ii. **At Grand Jury Room:** At wall behind or adjacent to Clerk's desk
 - iii. **Floor Boxes at Courtrooms:** Reference Paragraph 13.E.1 for the type of floor boxes required to accommodate electrical, data, and audio outlets within one box.
 - 5) **Conduits:** **No junction boxes are permitted in the microphone runs without express approval of the ACS.** No more than 270 degrees total bends are allowed in any one conduit run. **All conduit must be rigid type.** In addition to other requirements provide conduit at the following locations for audio connections:
 - i. Provide 3 /4" conduit from Clerk's Junction Box (CJB) to each of four microphone areas (jury, judge's bench, spectator seating and podium/litigant tables), and to each speaker junction boxes within the room. In lieu of conduit, J-hooks may be provided above accessible ceilings.
 - ii. Provide 3 /4" conduit from CJB in each courtroom or hearing room to microphone outlet in corresponding ante room, or other room adjoining courtroom if specified.
 - iii. Provide two (2) 1" conduits from each CJB to the Communication Room, and one (1) 2" conduit from CJB into accessible ceiling outside courtroom.
 - iv. Provide 3 4" conduit from microphone outlet in Jury Assembly Area to ceiling speakers both in Jury Assembly and adjacent Lobby. Exact location and height of microphone outlets and speaker to be coordinated with ACS.
- D. **Duress Alarm System:** Duress alarm wiring and equipment will be installed by ACS. Communication outlets, conduit and wiring may be used for duress alarm as noted in Paragraph B above.
- F. **Video Systems:** Provide conduit and junction boxes for ACS provided video equipment. ACS will install video wiring and equipment. Provide structural backing within wall adequate for installation of ACS provided flat screen monitors on an adjustable wall bracket where they occur. Provide all necessary conduits and outlet boxes to install equipment at the following locations:
- 1) **Courtrooms:** Provide 1 1 4" conduit from Clerk's Junction Box (CJB) to Flat Screen Monitor in Courtroom, typically behind Clerk's Bench. Exact location and height of j-box to be coordinated with ACS.
 - 2) **Jury Assembly:** Provide 1" conduit from j-box at wall to stub out above accessible ceiling at two locations for video system controls and flat screen TV monitor. Exact location and height of j-box to be coordinated with ACS.
 - 3) **JS Prisoner Holding Area:** Provide 1" conduit from each holding cell to a single wall location within the JA Prisoner Transport Holding room. At each holding cell, terminate conduit at a j-box recessed in the ceiling in one corner of the cell. Provide a junction box at the Prisoner Transport Holding room of size sufficient to accommodate all conduit. Final locations of j-boxes to be coordinated with ACS

15. PLUMBING:

- A. **Drinking Water:** Water suitable for drinking purposes shall be provided in public areas as well as for staff. Bar sinks with goose necked faucet and drinking water shall be provided at **all** coffee preparation casework in jury rooms, grand jury, jury assembly, and clerk's office as specifically identified in Paragraph 17 and in Appendix C – Space Programming Sheets. Typical locations include jury deliberation rooms, grand jury rooms, clerk's office and jury assembly rooms in coffee preparation cabinets. Provide a current test report for water.
- B. **Restrooms and Holding Cells:** Restrooms and Holding Cells shall be provided as specified in Appendix A - Lease Space Requirements, and Appendix C – Space Programming Sheets, for jury rooms and staff areas. Adequate public restrooms shall be provided at Landlord's expense on each floor in compliance with all applicable codes and the State's safety regulations. Provisions shall be made for ADA and ANSI Compliance in accordance with applicable codes. Each restroom shall have hot and cold running water. All piping for plumbing and heating must be concealed.
- C. **Holding Cell Fixtures:** Provide one (1) detention grade stainless steel combination sink/toilet fixture at each holding cell. Provide plumbing chases with security type access doors to allow access to the plumbing for each combination unit. One plumbing chase may access the plumbing for 2 or more combo sink/toilet fixtures if cell layout allows. Provide non-pickable caulking around all fixtures.

16. HEATING, VENTILATION AND AIR CONIDITIONING:

- A. **Fuel Oil Tank:** Provide fuel oil tank of adequate capacity for the facility, in a secure location. A separate fuel oil tank shall be provided for the ACS's heating systems within their lease space, if the ACS is not the sole tenant of the building. Provide a lockable cap on the fuel tank.
- B. **Heating and Cooling:** A central heating and cooling system shall be provided to maintain a uniform temperature between 68 degrees F and 75 degrees F in the comfort zone throughout the building and office space, or as required by Federal or State regulations.. Heating system for the portion of the property leased by the Court system shall be independently controlled and metered. The comfort zone is defined as the area that is between the floor to a height of eight (8) feet from the floor. Reference paragraph 29, Energy Conservation Requirements for additional requirements. **NOTE: Electric heating is not permitted unless engineering calculations demonstrate that it is cost effective in comparison to other fuel sources**
- 1) **Server and Communications Rooms:** Reference Paragraph D below regarding additional Server and Communications ventilation requirements.
 - 2) If the temperature is not maintained within the 68 degrees F - 75 degrees F range for a period of more than two consecutive working days, the Landlord shall, upon receipt of a written notice from the ACS, provide, as appropriate, suitable temporary auxiliary heating or cooling equipment to maintain the temperature in the specified range.
 - 3) If temporary auxiliary equipment is necessary to meet normal weather contingencies for more than Twenty One (21) consecutive working days, the Landlord shall initiate a continuing and diligently applied effort to rectify the deficiency causing the failure and to uniformly maintain the temperature range required.
 - 4) If after Thirty (30) consecutive working days the temporary auxiliary equipment is still necessary to meet normal weather contingencies, the ACS may repair the heating and/or ventilation at Landlord's expense or may terminate the lease.
 - 5) "Working days" for the purposes of this section shall be defined as days normally scheduled by the ACS as open for the conduct of its normal business.
- C. **Ventilation:** The building must be served by a mechanical system designed in compliance with IMC 2009 and ASHRAE standards 55-10 and 62-10, which provides a uniform temperature of 68 degrees F and a minimum Cubic Feet per Minute (CFM) per occupant load). The design shall provide a control system allowing varying amounts up to 100% of outside air to be used for economizer cooling at times when heating is not required. All restrooms must be adequately ventilated. Ventilation may depend on opening windows in areas other than courtrooms, hearing rooms, jury deliberation, grand jury rooms and server/communications rooms; as long as the open windows are screened and do not unacceptably increase the noise level or security risk, or bring noxious fumes into the building. Ventilation by opening windows is not acceptable during inclement or cold weather.

- D. **Server and Communication Rooms:** The communications rooms will house the ACS's servers, audio systems, phone system, duress system, video system and other electronic equipment to ensure functional court operations." The operating computer room environment shall conform to a C1 environmental conditions as defined in ANSI/TIA-568-C.0. HVAC shall be provided on a 24 hours-per-day, 365 days-per-year basis. Cooling system for the Server room and Communications Room must provide a uniform temperature between 60 degrees F and 70 degrees F. The cooling systems must exhaust away the 25,000 BTUs per hour of heat produced by the ACS's typical Server Room equipment, and a Communications Room must exhaust away the 2,000 BTUs per hour of heat produced by the ACS's typical secondary Communications Room equipment. Note that Landlord is responsible for equipment damaged by excessive heat, if cooling systems fail to cool adequately up to the quantity of BTUs specified and to the C1 environmental conditions required.
- E. **Controls:** Controls for the adjustment of heat and/or ventilation in the offices and Jury Assembly, Courtrooms, Grand Jury Rooms, and Jury Deliberation Rooms must be positioned in a convenient and unobtrusive place. Individual temperature controls shall be provided at each jury room, grand jury, jury assembly room, meeting room, courtroom, and hearing room.
- 1) Courtroom/hearing room controls shall be located outside the courtroom, next to the entrance dedicated for use by the court or at the In-Court Clerk's station.
 - 2) Controls for Clerk's Office may include Clerk of Court office and Customer Service counter areas.
 - 3) Controls for Judge's Chambers, Judicial Assistant office, and Law Clerk Office may be grouped if the spaces are located together along only one side of a building.
 - 4) Controls for Server and Communications Rooms shall be located inside the room, on the wall adjacent to the front of the racks, and away from the cooling.
 - 5) Provide clear lockable wall mounted enclosure at all Controls located in public accessible areas, and at prisoner holding areas.
- F. **Commissioning, Operations and Testing:** Landlord shall perform the following operations and testing of existing and new building systems prior to Lease Commencement Date.
- 1) At unoccupied buildings: Operate the building ventilation system as necessary to flush building of construction product air borne contaminants from new materials.
 - 2) If Landlord proposes to use a building with existing ductwork: Clean supply air ventilation system throughout all spaces to be leased.
 - 3) Balance and adjust the facility's existing and new mechanical systems to obtain a fully functional and properly operating system. An experienced and certified balancing contractor shall be used to perform this work, and shall provide a copy of the balancing report to ACS prior to occupancy as required in above Paragraph 5.D.3.

17. CASEWORK AND FINISH CARPENTRY: Reference **Appendix C – Space Programming Sheets** for specific casework locations, quantities, dimensions, and other attributes to be included in this lease offer. All casework required shall have exposed surfaces finished with hardwood trim, hardwood veneer, solid surface, stone materials, or plastic laminate as scheduled below and in Appendix C. Semi-exposed surfaces must be finished with melamine or better material. Provide plastic laminate at countertops, self-edged, or with wood trim. Post-formed rolled edges are not acceptable. Provide 4" High backsplash at wet countertop areas. Provide minimum 3/4" thick plywood substrate for countertops and casework with suitable structural support. Typically, countertops shall have 2 3/8" grommets above electrical/data outlets. Wood trim throughout facility shall be hardwood of consistent or complementary type and finish.

- A. **ACS Provided Courtroom Casework:** The ACS shall provide and install pre-fabricated casework for the Judge's bench, In-Court Clerk's bench, and Movable Witness Stand and Witness Platform. The Landlord shall provide jury box and spectator seating modesty walls, wood base at arena, jury box, and modesty walls, and all finish carpentry and casework within the Courtroom. The species and finish of all casework and finish carpentry shall match the ACS's provided Judge's Bench casework.
- 1) The Judge's Bench/Clerk's Bench casework will be designed and constructed to be installed on a 18" high and 6" high platform built by the Landlord. This casework shall have one face of the modesty walls left uncovered as necessary to allow the Landlord's installation of electrical and low voltage conduit and devices within the wall. Reference Appendix D.5 Jury and Judge's Platform Detail and Appendix D.1 Judge's Bench Casework for required platform size and configuration.

- 2) The Landlord shall coordinate with the ACS to ensure that the Judge's Bench platform is sized and configured, and the electrical/low voltage conduits are located appropriately for a finished installation. Reference D.1 Judge's Bench Casework for typical locations of electrical within modesty walls. Additionally, the Landlord shall coordinate with the ACS to ensure that the platform is built and electrical ready for the casework with sufficient installation time to avoid impacting the completion schedule.
 - 3) The ACS shall furnish and set in place the Moveable Platform and Witness Stand. Landlord shall install carpet on Movable Platform.
 - 4) The Landlord and the ACS shall coordinate to ensure that the ACS provided casework matches the style, wood species and finishes of the remaining courtroom casework.
 - 5) ACS provided Judge's Bench and Witness Stand casework shall consist of the following finishes, components and materials: Reference D.1 Judge's Bench Casework for configuration and finish details.
 - i. Plastic laminate countertops with wood or self-edged fronts at judge and clerk's bench. Adjustable keyboard tray will be provided at clerk countertop.
 - ii. Plastic laminate faced roll-out shelf at alcove below counter for audio equipment rack at clerk's bench. Landlord will need to install Clerk's Junction Box in modesty wall behind rack.
 - iii. Front and side modesty walls finished with wood veneer on arena side, and wood veneer or plastic laminate on the Clerk/Judge side, and hardwood trimmed top caps and end cap and solid wood base. Ballistic shielding installed under wall veneer/plastic laminate face from platform to underside of countertop at front and outside return modesty wall of bench and underneath judge and clerk countertop.
 - iv. Ledge in front of clerk and judge shall be 9" to 18" deep with a stone or solid surface finish
 - v. Witness Stand and Platform will be separate and moveable, with minimum dimensions of 60" wide x 30" deep. Carpet finish on Witness Stand Platform with solid wood edge trim.
- B. Spectator and Jury Box Seating:** Railing wall, permanently affixed to floor structure, shall be provided in Courtrooms in front of spectator seating and in front of jury seating area. If seating areas are lacking end walls, then railing wall shall be provided on open ends. Modesty walls shall be 36" AFF (42" AFF on arena side where jury platform is 6"H), with wood veneer on both sides side walls to match the ACS provided Judge's Bench, with option to use plastic laminate on the front wall on the side facing the jury or spectator seating. The wood top cap and wood base shall be solid hardwood, and shall also match the ACS provided Judge's Bench. The spectator railing shall have one (1) 36" wide opening to arena at end or aisle, depending upon bench seating configuration. Additionally, jury rail front wall shall have (1) 42" wide opening for wheelchair access at one end.
- B. Public Restroom Countertops:** Minimum 36" long x 24" deep ADA compliant countertops are required at sink areas in Public Restrooms. Provide back splashes in wet areas.
- C. Coffee Preparation Casework:** Countertop height to be 34" for ADA compliance at public areas and jury rooms, and 42" high at other areas. All cabinets to match the countertop length with modesty panels at exposed end. Provide back splashes at wet areas.
- 1) Provide a minimum 60" long countertop at Clerk's Office, with (1) 3-drawer base cabinet and (1) sink cabinet.
 - 2) Provide a minimum 72" long countertop at sink at Jury Deliberation Room and Jury Assembly with (1) 3-drawer base cabinet and (1) sink cabinet. Extend counter over open space for under-counter refrigerator (provided by ACS) at Jury Deliberation Rooms. At Jury Assembly add (1) 24"W adjustable shelf cabinet in lieu of open undercounter space.
 - 3) Provide a minimum 84" long countertop at sink at Grand Jury Room with (1) 3-drawer base cabinet, (1) sink cabinet and (1) 24"W adjustable shelf. Extend counter over open space for under-counter refrigerator (provided by ACS). Provide additional overhead cabinets over length of countertop.
- D. Customer Service Counters:**
- 1) **At Customer Service Windows:** Provide min. 96" long x 36" wide x 42" high. The depth of the counter shall extend 12" to the Customer Service **Lobby** side and shall extend 24" to the **Clerk's Office** side. The counter shall run parallel to the wall a minimum of 6" past one jamb of the 60"W window; and extend past the adjacent 30"W window to 6" beyond the far jamb of that window. At the start of the 30"W window, the wall shall jog so that the full depth of the countertop is on the Customer Service

Lobby side of the window. Provide cash drawer with lock on Clerk's Office side below the 60"W window.

- i. **Ballistic Shielding:** On the Clerk's Office side of countertop - provide ballistic shielding from floor to underside of customer service countertop for full length of countertop, as well as on underside of customer service counter. Ballistic shielding shall be Level 3 Resistant, of sufficient thickness to stop a 44-magnum handgun, but not less than 7/16" thick. Provide locking, sliding glass doors to secure counter.
 - 2) A separate 60" long x 24" wide x 30" high ADA Compliant/Self Help counter must be provided in Customer Service Lobby along with ADA compliant access floor clearances.
- E. **Courtroom Wood Base:** Provide 6" high wood base of species and finish to match the ACS provided Judge's Bench. Wood base to be provided at all courtroom arena wall, at the jury box back and side walls, at all modesty walls, and at front and side faces (arena facing sides) of the ACS provided Judge's Bench.

18. FURNISHINGS, FIXTURES AND EQUIPMENT:

- A. **Window Coverings:** The ACS shall provide horizontal blinds with all necessary hardware for all windows and relites. The Landlord shall provide window measurements, details and configurations as necessary to allow ACS to procure correctly sized and controlled blinds with appropriate mounting hardware. It is Landlord's responsibility to ensure that the information provided is correct.
- B. **Toilet Partitions:** Provide toilet partitions at multiple toilet fixture rooms, and urinal screens at urinals. Partition doors shall have coat hooks. Provide ADA compliant toilet partition/stall as required by code. Colors and finishes of partitions shall be selected from manufacturer's standard and approved by the ACS.
- C. **Toilet Accessories:** Provide ADA compliant toilet accessories at all restrooms required to be ADA compliant:
- 1) **Public Men's and Women's Rooms:** Each restroom – provide (1) paper towel dispenser/disposal (large capacity) and (1) baby changing station; Each Sink - (1) mirror and (1) counter-mounted soap dispenser; Each Toilet – (1) double roll toilet paper dispenser and (1) seat cover dispenser and (1) coat hook; Each Women's Toilet – (1) sanitary napkin disposal.
 - 2) **Jury Deliberation Restrooms:** In each restroom provide (1) paper towel dispenser/disposal (large capacity); (1) mirror with shelf; (1) soap dispenser; (1) toilet paper dispenser and (1) seat cover dispenser
 - 3) **Staff and Judge's Restrooms:** In each restroom provide (1) paper towel dispenser; (1) mirror with shelf; (1) soap dispenser; (1) toilet paper dispenser and (2) two stainless steel coat hooks.
 - 4) **Coffee Preparation Counters:** At each counter provide (1) paper towel dispenser; and (1) wall-mounted soap dispenser.
- D. **Spectator Seating:** ACS to provide bench seating with finished hardwood back and fabric upholstered seats for courtrooms. Landlord to provide to provide area measurements, details, floor construction information and configurations as necessary to allow ACS to procure correctly sized benches with appropriate mounting hardware. Landlord to install benches with mechanical attachment as recommended by manufacturer.
- E. **Marker Boards:** ACS to provide marker boards with trays for Jury Deliberation Rooms. Landlord to provide to provide wall measurements and construction as necessary to allow ACS to procure correctly sized boards with appropriate mounting hardware. Landlord to provide backing and install marker boards mechanical attachment as recommended by manufacturer.
- F. **Detention Grade Stainless Steel Benches:** Provide wall-mounted benches at each holding cell of length to coordinate with holding cell size and configuration. Provide detention grade attachment hardware appropriate for the conditions and wall construction.
- G. Furnishings not attached to the wall or floor shall be provided by ACS, unless otherwise noted.

19. ROOM FINISHES:

- A. **Flooring:** All floors shall be covered with materials of high quality and of long life and shall be free of defects. Floor coverings shall be installed in a skillful manner common to the trade. New floor covering shall be provided at all areas of an existing building proposed for this Contract.

- 1) ACS Provided Carpet: The ACS shall provide InterfaceFlor carpet tiles and adhesive tactiles for this project. Landlord to provide to provide area measurements and estimated square yard quantity as necessary to allow ACS to procure appropriate quantity of materials. The Landlord shall provide subfloor preparation, carpet installation and provide/install rubber or wood base, transition strips, stair nosing and all other accessory materials. InterfaceFlor carpet is installed using the manufacturer's "TacTile Installation System". Installation instructions can be found online at InterfaceFlor.com, or can be provided by the ACS. Two or three different color/patterns will be selected by ACS for installation. Walk-off type of carpet tile will be selected for the Security Screening area.
 - 2) Other Flooring: Floors shall be carpeted, except as follows and as noted on **Appendix C – Space Programming Sheets**. Floor coverings shall be installed in a skillful manner common to the trade. New floor covering shall be provided at all areas of an existing building proposed for this Contract. The ACS reserves the right to select colors from samples submitted by the Landlord:
 - i. Arctic Entries: Must be durable, easily maintainable, and of sufficient texture and fiber to remove dirt, snow and water from shoes and prevents any slipping hazard.
 - ii. Restrooms: Self-coved flooring or resilient flooring with rubber base as required for code compliance and as described in programming sheets (**Appendix C**). Material must be easily cleaned and maintained in a sanitary condition.
 - iii. Storage Room and Communication Room: Provide non-static sheet vinyl (preferred) or vinyl tile with rubber base. Concrete can be used in Communication Room.
 - iv. Holding Cell and JS Control/Holding areas: Provide concrete with epoxy paint.
- B. Walls: All walls shall be covered with materials of high quality and of long life and shall be free of defects. Wall surfaces, which normally would be painted, shall be finished with a minimum of two (2) coats of interior latex paint, unless otherwise specified below. All painted surfaces of an existing building proposed for this contract shall be newly re-finished with one (1) coat of paint, or more, as necessary to provide a clean consistent finish acceptable to the ACS. The ACS shall select colors for newly painted surfaces. Landlord shall provide color chips that are complimentary with the general decor of the remainder of the facility.
- 1) Hollow metal doors, frames and relite frames: shall be finished with semi-gloss paint to match wall color.
 - 2) All Restrooms: shall have semi-gloss for all painted surfaces. Jury and Public Restrooms shall have FRP (fiber reinforced paneling), tile, or other easily maintained surface, on toilet fixture plumbing walls from floor to 48" AFF as required by applicable codes.
 - 3) Holding cells and JS Control/Transport areas: Holding Cells shall have epoxy paint on 5/8" high impact abuse resistant GWB on minimum 1/2" plywood on all wall surfaces. JS Control/Transport areas shall be similar, with omission of 1/2" plywood. Provide stainless steel, full height corner guards at outside corners with non-pickable sealant. Provide non-pickable secure sealant in holding cells at all seams and gaps at plumbing fixtures, light fixtures, flooring, doors frames, etc.
 - 4) Evidence Storage: Provide painted 5/8" GWB over plywood at all walls.
 - 5) Communications Room Plywood Wall Finish: Provide 3/4" ACX fire rated plywood from 12" AFF to 84" AFF at all walls of Communications Room. Plywood to provide backing for equipment installation. Finish walls, including plywood with (2) coats of epoxy paint.
 - 6) ACS Provided Acoustical Wall Panels at Courtrooms and Grand Jury: ACS to provide fabric wrapped 1" thick acoustical wall panels for Landlord installation at back and side walls surrounding jury box and spectator seating areas in Courtrooms, and juror seating in Grand Jury. Paneling will extend from just above seat back height (approximately 42" AFF) to the ceiling, and shall fully cover wall within that area. Landlord to provide wall measurements, wall/ceiling details, wall construction information and required wall cut-outs (as necessary for electrical or mechanical wall mounted components) to allow ACS to procure the correct quantity and sizes of panels. Estimated field panel size is 36" wide x 66" high. Landlord to install acoustical panels using the ACS provided mechanically attached "Z" clips mounting system as recommended by manufacturer. Adhesive installation of panels is not acceptable.
 - 7) Accent Colors and Finishes: Provide a different color accent paint color on one (1) wall of offices, jury rooms, grand jury, jury assembly, and meeting rooms. Provide an accent paint color or wood veneer (**Preferred**) finish on walls behind judge's bench in courtrooms.
- C. Ceilings: All occupied spaces must have a finished ceiling. Ceilings shall be materials of high quality and of long life and shall be free of defects. Sheetrock, metal or wood ceiling surfaces, which normally would

be painted, shall be finished similar to that specified for wall above. Provide the following ceiling finishes in areas as specified below unless otherwise agreed to by the ACS:

- 1) All occupied offices, server and communications rooms, and similar type space (clerical areas, conference rooms, jury rooms, lobbies, jury assembly, and hallways) shall be equipped with a suspended acoustical tile ceiling capable of providing noise rate absorption of at least 60%. Acoustical tile and grid material, pattern and finish must be approved by ACS.
 - 2) All Restrooms shall have semi-gloss paint over gypsum board at ceiling surfaces.
 - 3) Holding Cells shall have epoxy paint on 5/8" high impact abuse resistant GWB on minimum 1/2" plywood on all ceiling surfaces. JS Control/Transport areas shall be similar, with omission of 1/2" plywood. Install non-pickable sealant.
 - 4) Evidence storage rooms must have painted gypsum board ceilings over plywood in lieu of suspended acoustical tile, and it is preferred that stairwells, arctic entries, soundlocks also have gypsum board ceilings.
 - 5) Ceiling over coffee preparation counters in jury rooms, jury assembly and clerk's office may also have painted gypsum board in lieu of acoustical tile.
 - 6) Courtrooms shall have suspended acoustical tile in the arena, jury box, and spectator seating areas, divided by painted gypsum board soffits. It is preferred that ceilings over judge's bench, clerk's bench and witness stand have painted gypsum board soffits. Ceilings over Jury Box and Spectator Seating shall be visually separated from arena by differing acoustical tile size.
- D. **Miscellaneous:** All primed woodwork and metal surfaces, which would typically be painted, shall be finished with suitable semi-gloss enamel with color to be approved by the ACS.

20. SOUND CONTROL REQUIREMENTS:

- A. **Sound Walls:** Partitions around the Courtroom, Hearing room, Jury Deliberation and Grand Jury Suites, Sound Locks, Judges Chambers, and Clerk of Court Office shall have a laboratory Sound Transmission Class (STC) rating of not less than 45 (Reference **Appendix J - Sound Isolation Wall**). Sound walls around these areas must penetrate suspended ceiling and extend from floor to underside of floor/deck above with sound caulking at gypsum board gap at top and bottom of the partition. Additionally provide sill sealer at bottom and and sill sealer or rock wool as appropriate at top of wall. Sound transmission between Grand Jury and Jury Deliberation Rooms and any other area must be negligible. Normal speaking voices must not penetrate the Jury Suite perimeter.
- B. **JS Prisoner Holding:** Partitions around the perimeter of the JS Prisoner Holding areas (including holding cells) must extend from floor to underside of structure above with sound caulking at top and bottom of the partition. Sound transmission between the JS Prisoner Holding areas and any other area must be negligible. NOTE: The toilet/sink combo unit can be very noisy so consideration shall be taken for routing of ducts, plumbing and above ceiling wall openings/penetrations to avoid unwanted sound transmission into other areas of the facility.
- C. **Wall Penetrations:** All penetrations within sound walls must have sound isolations materials and a sound deadening configuration. Provide full sound caulking or fire caulking around all piping penetrations; provide acoustically lined transfer ducts with upturned elbows (sound boots) at ductwork penetrations. Limit necessary wall penetrations to one per stud cavity
- D. **Ductwork and Mechanical Equipment:** All ductwork above courtrooms must have acoustical sound lining. Do not locate noisy mechanical or electrical equipment above courtrooms.
- E. All other occupied offices and similar type space must have sufficient acoustical control to permit conferences and office work to progress simultaneously without distraction from outside noise from waiting room, restrooms, plumbing walls, lobbies and hallways.

21. DOORS, HARDWARE, AND KEYING:

- A. **STC Requirements at Sound Walls:** Door and relite assemblies, including door, frame, door lite, glazing and hardware, within Sound Walls (reference above paragraph) shall have a laboratory Sound Transmission Class (STC) rating of not less than 45.

- B. **Fire rated openings** to have rated door, frame and hardware as required by code.
- C. **Finishes:** Provide hardware and wood doors with consistent finishes as selected by ACS.
- D. **Doors and Frames:**
- 1) Interior doors to all areas, except JS Prisoner Holding areas, shall be factory finished flush solid core wood door, 5 or 7 ply, wood veneer faces, Custom grade.
 - 2) JS Prisoner Holding areas shall be steel. Thickness as required to be considered detention grade.
 - 3) Door size is typically 3'-0" wide x 7'-0" high, unless otherwise noted.
 - 4) All door and relite frames shall be factory welded hollow metal, minimum 16 gauge, unless otherwise specified in this RFP. Knock down frames are not acceptable. Existing knock down frames will need to be replaced with factory welded frames.
 - 5) Exterior doors and frames shall be insulated steel thermal broken type, minimum 16 gauge. Knock-down frames are not acceptable.
 - 6) JS Prisoner Holding:
 - i. Interior doors shall be minimum 14 gauge steel; and door lite assemblies must be detention grade.
 - ii. Holding Cell door frames must be grouted
 - iii. Holding Cell doors must be prepped for food pass (described in Hardware)
 - iv. Provide Southern Steel 590 Hinged Access Door or similar at plumbing chases.
 - v. Holding Cell doors must swing out of the holding cell.
 - 7) Door Lites:
 - i. Provide 4" wide x 24" high door lite at interior Courtroom sound lock doors, Judicial Assistant Office, Law Clerk Office, Jury Assembly, attorney conference rooms, and library.
 - ii. Provide detention grade 24" wide x 24" high door lite at Holding Cells.
 - 8) Sound Doors: Minimum STC 45 rating.
 - 9) Sound Doors lites: Minimum STC 45 rating.
 - 10) Sound Door Frames: Completely fill with mineral wood, minimum density 2.5lb/cf.
 - 11) Door Swing: Doors at Server Room, Communications Room, and Evidence Storage Room, shall swing outward. Fire exit pathway doors shall swing in the direction of travel. Door swings shall not impede the fire exit route.
- E. **Hardware:**
- 1) **ADA Compliance:** All doors shall be equipped with all necessary hardware and hardware shall be ADA compliant and be fire rated if required by code. Hardware style and finish shall be approved by the ACS.
 - 2) **Fire Rating:** All openings within fire rated walls shall have at least the minimally required hardware to comply with fire code, including a fire or smoke gasket, exit device or latching hardware as appropriate and threshold. All Hardware shall be UL listed for fire-rated doors.
 - 3) **Locksets and Security:** Key systems, locks, doors and keys are to be provided to assure maximum security and shall be appropriate for heavy duty use.
 - i. **Locksets:** All doors with the exception of interior soundlock vestibule doors and public restrooms shall have heavy duty commercial mortise type hardware, of one manufacturer and design. Acceptable manufacturers and design are Corbin Russwin ML2000 series, Sargent 8100, Best 35H, Rhodes Heavy Duty, Schlage L series or ACS accepted equivalent, with threaded cylinder enclosure. Locksets shall be cast lever handle with escutcheon, compliant with ADA requirements, 2 3/4" backset, 3 1/4" latch throw typical except 1" dead bolt throw, with boxed strike having extended curved lip to fit jamb.
 - ii. **Keying:**
 - a. Provide interchangeable key core, 7-pin tumbler with the exception of the Holding Cells and JS Holding areas which will have detention hardware with mogul keying – all mogul locks to be keyed alike.
 - b. Public Building Entry, exterior staff entries and Evidence Storage shall all be keyed separately from each other and from all other interior ACS doors.
 - c. Interior Doors shall be master keyed.
 - d. Provide (5) keys total for each separately keyed keyway, and (30) keys total for the master keyed interior doors at no charge.
 - e. Provide (10) keys total for all mogul keyways.

- 4) Push/Pull Hardware: Typically, interior courtroom soundlock vestibule doors and public restroom doors shall have push pull hardware. Reference Appendix C Space Programming Sheets for specific locations.
- 5) Sound Seal Hardware: An automated threshold closure system (fully mortised door bottom drop seal and threshold) and adjustable sound seal at door frame are required at all Sound Walls. Sound seals must be adjusted for continuous contact with the door, and the threshold closure must completely seal at the bottom. Double leaf sound doors will require a removable mullion or astragal.
- 6) Closers: Closers must be provided at jury and public restrooms, and all doors within sound wall assemblies, except Judge's Chambers and Clerk of Court office. Closers at sound doors shall be face frame mounted to allow a continuous sound seal.
- 7) Viewer: Wide angle (270 degrees) viewer must be provided at staff and jury/prisoner delivery entry doors into courtroom/hearing room, and at entry to JS holding areas; also at exit doors from secured space to public space (i.e. at entry door to secure corridor from public lobby).
- 8) Deadbolt: A deadbolt is required as part of the locking hardware at Evidence Storage and all openings from secured areas to all public spaces. Deadbolts must disengage by pressing panic hardware at all assembly spaces.
- 9) Cipher Locks: The ACS shall provide Trilogy DL2700 or similar cipher locks at the following locations and others as scheduled in Appendix C Space Programming Sheets: Exterior entrance to prisoner transport area, exterior staff entrance, jury assembly and courtroom exterior exits (for fire exiting), entry door to secure hall from public lobby or hallway, public entries to clerk's office and to customer service counter, and jury/prisoner delivery courtroom entry door. Cipher locks shall have hard key override keyed separately.
 - i. Landlord to provide door, frame and coordinating hardware details to allow ACS to procure the correct configuration and model of cipher locks.
- 10) Exterior Hardware:
 - i. Provide weatherstripping, seals, brushes and thermally broken thresholds as appropriate for exterior.
 - ii. Provide armor plates on push side of doors.
- 11) Detention Hardware: Provide security/detention type hardware as follows:
 - i. Hinges similar to Southern Steel; 205 Heavy Duty Hinges
 - ii. Locking Hardware: Similar to Southern Steel 10518 Deadlock, w/214S Recess Door Pull on outside. No hardware on inside of cell.
 - iii. Door Opening; 262 Food Pass
- 12) Provide at All Doors: Unless otherwise noted, provide:
 - i. Wall or overhead doorstops as appropriate for the application. Provide floor stops only where overhead or wall doorstops cannot be used.
 - ii. Silencers on door frame, unless Sound Seal Hardware or smoke seal is provided.
 - iii. Heavy duty hinges where required for weight of door such as sound doors and holding cells and where recommended by supplier/manufacturer for use.
 - iv. Kickplate on push side of door.
- 13) Corner Guards: Provide 48"high (minimum) stainless steel corner guards at all outside wall corners in Public Areas such as Entrance, Public Lobby, Customer Service Lobby, Jury and Jury Assembly. Install stainless steel outside corner guards in public restrooms where tile not installed.

22. WINDOWS: All required exterior windows must be a minimum of 20SF (60" wide x 48" high is the preferred size), except for high windows at Jury Rooms, which should be a minimum of 10SF (60" wide x 24 high is the preferred size). Windows shall low maintenance should be double paned construction, with sealed insulated glass panels, and frame materials as appropriate for the Alaskan climate. Interior relite windows shall be required where specifically specified in **Appendix C – Space Programming Sheets**.

- A. Window sills in public spaces shall be a nonabsorbent finish such as plastic laminate or solid surface material.

B. Exterior Window Locations include:

- 1) All private offices and the Judicial Assistant open office must have at least one (1) operable, lockable window. The Clerk's Office must have at least one (1) of this type of window for each 400SF of area.
- 2) Jury Assembly and the Public Lobby must have at least one (1) non-operable window.
- 3) Jury Deliberation Rooms must have at least one (1) non-operable window high enough on the wall to block visibility into the room by pedestrians and vehicles. If visibility into the room is still possible from other structures, window must have a reflective glazing or film to block interior of room from view.

C. Interior Relite Windows at required at the following locations (This does not include door lites):

- 1) Customer Service Counter Lobby (Appendix C): Provide (2) fixed plexiglass relites with hollow metal frames. Provide a security speak-thru centered in each window.
 - i. Provide a 60"W relite with a gap of 4" between countertop and the bottom of the plexiglass material. The plexiglass shall extend to 7'AFF with a gap of at least 6" between the frame header and top of plexiglass.
 - ii. Provide a 30"W relite. Plexiglass shall extend from countertop to 7'AFF with a gap of at least 6" between the frame header and top of plexiglass.
- 2) Security Screening Lobby (Appendix C): Provide at least (1) 48"W relite with view to public exit path; and at least (1) 30"W relite with view to Public Arctic Entry.
- 3) Clerk of Court Office (Appendix C): Provide (1) 48"W relite with view to customer service counter.

D. The Communication Room, Evidence Storage Closet, Grand Jury Suite, Courtrooms, Toilets, Secure Hallways, and JS Holding Areas should not have any exterior windows or interior relites. Courtrooms shall have door lites in soundlock doors – Reference Paragraph 21D.6 above. The ACS shall provide new adjustable horizontal blinds with all hardware for all windows. The Landlord shall install and adjust the blinds.

23. INTERIOR SIGNS:

- A. **ACS Procured and Landlord Installed Wall Signs**: The ACS shall procure all room and directional wall signage, and ship it the building site. Landlord is responsible for receiving, inventorying, and installing all signage. ACS shall provide interior signs as necessary to identify, direct and guide the public and staff to all permanent rooms and spaces, and as required by fire code, building code and ADA requirements. Signs will be for mechanical mounting. Landlord should calculate the quantity of signage as twice the number of doors and openings within the leased area, plus signs additional signage as required for code compliance. Typically this includes additional signs at assembly areas (maximum room capacity), stairwells (exiting) and elevators (fire instructions), but Landlord must confirm ADA and fire code requirements for the facility and advise the ACS of signs required for compliance.
- B. **Evacuation/Fire Egress Plans**: Landlord shall provide permanent floor plan signs which clearly identify location of sign in the building, primary and secondary paths of egress from that location, location of fire alarm pulls stations, fire extinguishers, fire hose, and other safety equipment, and all exits. Floor plans shall be provided at all corridors, "blind ends", entrances, courtrooms, hearing rooms, jury assembly rooms, grand jury room, public lobbies, and other high occupancy areas. Signs may be paper floor plans covered with Plexiglas, but must be permanently mounted to walls, and meet minimum code requirements for sign and other details.
- C. **Architectural Metal Lettering**: Landlord shall provide stud mounted, mechanically attached architectural, 1/8" thick (minimum) flat cut aluminum metal lettering above the following entries to clearly identify for the public the following spaces: Clerk's Office, each Courtroom, and Jury Assembly. Lettering to be a minimum of 6" high. Landlord shall provide adequate backing behind finish surface for mounting lettering.
- D. **ACS Procured and Landlord Installed Building Directory**: The ACS shall procure a building directory at the main public entrance, if main entrance is accessible by multiple tenants. If ACS facilities are not on the ground floor and the floor is multi-tenanted, ACS will procure additional provide directional signage on the floor to where the ACS premises are located. Directories shall include a title for "Alaska Court System" and have ACS days and hours of operation along with room name, number, and directional arrows if necessary, to guide the public to all areas directly accessed by the public.

24. EXTERIOR SIGNS:

- A. **Exterior Building Signage:** Provide permanent mechanically attached exterior sign at public entrance to building. Sign shall be 1" depth (minimum) cast metal lettering and shall read "ALASKA COURT SYSTEM" and be 14" high or larger as required to be highly visible to vehicle and pedestrian traffic. Below the 14" text, in smaller lettering, but no less than 8" high, provide the name of building, if applicable, and the street address. Provide appropriate backing under exterior wall finish to allow secure, tight, weatherproof mounting of lettering.
- B. **Parking Signage:** Landlord shall provide permanent signs indicating which spaces are reserved for ACS employee parking, and, if a multiple tenant building, which spaces are for Court System public parking. Additionally, provide ADA required signage at all handicapped accessible parking spaces.

25. ELEVATORS: If space is provided on a floor which is not on street level, an interior elevator must be available to the public. All elevators shall be ADA compliant and have a minimum depth of 66" and a removable false ceiling to allow the movement and transfer of ACS furnishings. Elevators shall be operational 24 hours a day 7 days a week.

26. PARKING: Landlord shall provide reserved off-street parking for (25) twenty-five staff vehicles located on the same lot as the building in which the premises are located, on a lot adjacent to the building, or across the street from the building. Additionally, reserved off-street parking for (1) one prisoner transport vehicle shall be located adjacent to the Holding Area Prisoner Delivery Entrance, and must be visually concealed from the Public Entrance. This parking will be signed as reserved parking for Staff and Troopers only and, if in an outside area, will require electrical plug-ins (reference Paragraph 13 above. Safe off-street parking must be available for customers and jurors, with closest parking space within 100' of the building entrance used to access court space. If the parking areas are significantly different in elevation from the Public Entrance, code compliant stairs or ramp must be provided to bridge the change in elevation. ADA parking spaces shall be provided accessible, code compliant route to the building entrance.

27. FLAGPOLE: Landlord shall provide at least one (1) with a minimum height of 30 feet (or taller if recommended by the flagpole manufacturer) exterior flagpole at a location approved by the ACS. This pole shall include lighting for illumination of flags at night and shall be capable of displaying (2) two 5' wide x 8' long flags – (a U.S. and a State flag to be provided by ACS).

As an option, the Landlord can provide two (2) flag poles. One flag pole for each flag. Minimum height for each pole shall be 25 feet or higher feet or taller if recommended by the flagpole manufacturer.

These poles should provide the means to conveniently raise and lower the flags, with controls that are lockable. Provide one set of keys to ACS. Landlord to retain one set of keys. The responsibility of raising and lowering the flags shall rest with ACS. If the Landlord elects to assume the responsibility of raising and lowering the flags at the beginning and ending of every day, then the lighting requirements may be deleted.

ALASKA COURT SYSTEM (ACS) LEASE CONTRACT

Landlord Name (Landlord) and the **Alaska Court System** (Tenant) agree to enter into this lease on the **Day** of **Month**, **2019** under the terms and conditions set out below:

1. **PROPERTY ADDRESS:** Physical Address, Alaska
As described on Section F - Building Questionnaire
2. **LEASED PREMISES:** Suite or Floor, etc.
As Shown on Section H – As-Built (or proposed) Floor Plans
3. **LEGAL DESCRIPTION OF PROPERTY:** Lot, Block, Subdivision
As described on Section F - Building Questionnaire
4. **TERM:** Fifteen (15) Year
As defined by Section B - Supplementary Lease Conditions
5. **COMMENCEMENT DATE:** Date, 2019
As defined by Section B - Supplementary Lease Conditions
6. **EXPIRATION DATE:** Date, 2034
As defined by Section B - Supplementary Lease Conditions
7. **RENEWAL OPTION(S):** Two (2) Options, Five (5) Year each
As defined by Section B – Supplementary Lease Conditions
8. **BASE MONTHLY LEASE RATE:** Written Dollars (\$Numeric #)
Is stipulated on Landlord's Bid Schedule
9. **NET USABLE SQUARE FEET:** Written SF (Numeric #)
As defined by Section C – Technical Lease Requirements
10. **LANDLORD NAME & MAILING ADDRESS:** Landlord Name
Landlord Address
Landlord Address2
11. **LANDLORD OTHER PERTINENT INFORMATION:** Taxpayer ID #: _____ Bus. Lic. # _____
Contact Name: _____
Contact Title: _____
Phone: _____
E-mail: _____
12. **TENANT NAME & MAILING ADDRESS:** Alaska Court System
820 W. 4th Ave.
Anchorage, AK 99501
Attn: Facilities Dept.

13. **SECTIONS:** The following Sections which were a part of the original Request for Proposals and the LANDLORD's responsive Proposal to that Request for Proposals are incorporated with the above terms and conditions to constitute the entire master lease. Additionally, these sections will govern over the terms listed in this document.

SECTION B – RFP DELIVERABLES AND SELECTION PROCESS

PART I - Selection Process

PART II - Criteria Evaluation

PART III - Documents Required for Proposal

Section D

ALASKA COURT SYSTEM (ACS) LEASE CONTRACT

PART IV – Technical Criteria

PART IV.5 – Building Questionnaire

PART V – Cost Criteria

PART V – Price Proposal Form

PART VI – Proposal Submittal Information & Certifications

SECTION C – LEASE REQUIREMENTS

Section C - Supplementary Lease Conditions

Section C - Technical Lease Requirements

Appendices

- A. Lease Space Requirements
- B. Schematic Floor Plan of Court Facility
- C. Space Programming Sheets
- D. Typical Courtroom Layout - Superior
 - 1) Judge's Bench Casework
 - 3) Typical Mobile Witness Stand & Platform
 - 4) Fixed Courtroom Modesty Wall
 - 5) Jury & Judge's Casework Platform Construction
- E. Server & Communications Room Equipment Layout
- J. Sound Isolation Wall

SECTION D – CONTRACT LEASE (SAMPLE)

SUBMITTALS REQUIRED PRIOR TO CONTRACT EXECUTION

Section C Gen. Lease Conditions, Paragraph 3.C - Construction Schedule (if applicable)

Section C – Technical Lease Requirements, Paragraph 5.D:

- 1) Certificate of Occupancy
- 2) Compliance Statement
- 3) Balancing Report
- 4) Data Termination Test Reports

Section C – Technical Lease Requirements, Paragraph 5.E:

- 1) Full Set of Final "As-Built" Drawings – including site plan, architectural, structural, mechanical, & electrical
- 2) Final "As-Built" Specifications
- 3) Final Operations & Maintenance Manuals
- 4) Alaska Building Energy Efficiency Standard Compliance Confirmation

14. ALASKA LITTLE DAVIS-BACON PROVISIONS.

If Lessor contemplates any construction or remodeling of the Leased Premises, the construction or remodeling is subject to the Alaska Little Davis-Bacon Act, AS 36.05.010 – 36.05.120. The Alaska Court System will notify the Alaska Department of Labor, Labor Standards and Safety Division, of this Lease in accordance with AS 36.05.035. The Landlord must then comply with the requirements noted within the Department of Labor pamphlet attached. The rate of wages shall be adjusted to the wage rate under the Alaska Little Davis-Bacon Act. A contract for space to be constructed or altered for this procurement will contain the following provisions, required under AS 36.05.070(c):

- (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
- (2) The contractor shall submit one copy of the certified payrolls to the Alaska Court System weekly.
- (3) wages may not be less than those stated in the Department of Labor pamphlet, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
- (4) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
- (5) the Alaska Court System shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work, and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors

ALASKA COURT SYSTEM (ACS) LEASE CONTRACT

Before commencing construction of leasehold improvements on the premises, the lessor shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development, with a copy to the Alaska Court System Facilities Manager. The notice of work must list the leasehold improvement work to be performed by each contractor who will perform any portion of the leasehold improvement work and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. There is no fee for a contract under which the total amount payable by the contracting agency is less than \$25,000. In this subsection, "contractor" means an employer who is using employees to perform leasehold improvement work on the premises.

Landlord: LANDLORD'S NAME

Tenant: ALASKA COURT SYSTEM

BY: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: JACK BAILEY

TITLE: _____

TITLE: FACILITIES MANAGER

ACKNOWLEDGEMENT BY LANDLORD: NAME OF LANDLORD

ONE OF THE FOLLOWING MUST BE COMPLETED AND NOTARIZED!

1) For an individual acting in the individual's own right:

State of _____
_____ Judicial District (or County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ (name of person who acknowledged).

Signature of Person Taking Acknowledgment _____
Title or Rank _____
Serial Number, if any _____

(2) For a corporation:

State of _____
_____ Judicial District (or County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ (name of officer or agent, title of officer or
agent) of _____ (name of corporation acknowledging) a
_____ (state or place of incorporation) corporation, on behalf of the corporation.

Signature of Person Taking Acknowledgment _____
Title or Rank _____
Serial Number, if any _____

ALASKA COURT SYSTEM (ACS) LEASE CONTRACT

(3) For a partnership:

State of _____
_____ Judicial District (or County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ (name of acknowledging partner or agent),
partner (or agent) on behalf of _____ (name of partnership), a partnership.

Signature of Person Taking Acknowledgment _____
Title or Rank _____
Serial Number, if any _____

(4) For an individual acting as principal by an attorney in fact:

State of _____
_____ Judicial District (or County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ (name of attorney in fact) as attorney in fact on
behalf of _____ (name of principal).

Signature of Person Taking Acknowledgment _____
Title or Rank _____
Serial Number, if any _____

(5) By a public officer, trustee, or personal representative:

State of Alaska
Third Judicial District

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ (Name and Title of Position).

Signature of Person Taking Acknowledgment _____
Title or Rank _____
Serial Number, if any _____

ACKNOWLEDGEMENT BY TENANT: ALASKA COURT SYSTEM, STATE OF ALASKA

State of Alaska
Third Judicial District

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ (Name, and Title of Position).

Signature of Person Taking Acknowledgment _____
Title or Rank _____
Serial Number, if any _____