

ADDENDUM #2

BETHEL COURTHOUSE LEASE PROJECT #BET-L-18-0003

Date: December 15, 2017

To All Plan Holders:

The following changes, additions, clarifications, and/or deletions are hereby made a part of the Contract Documents for the above noted project, fully and completely as if the same were fully contained therein. All other terms, conditions, and specifications of the original Invitation to Bid remain unchanged.

This amendment must be acknowledged in the space provided on PART VI Proposal Submittal Information and Certification form.

The Submittal Date and Time is **UNCHANGED**. It remains: February 15, 2018 at 2:00 p.m AST.

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| 1. | Addendum Text: | Four (4) pages |
| 2. | Attachments: | Pre-Proposal Conference Agenda – 4 Sheets
Pre-Proposal Conference Sign In Sheet – 1 Sheet |

CHANGES TO ADDENDA

1. None.

PRE-PROPOSAL QUESTIONS AND ANSWERS:

Q1 Bidder Question: ACS is initially supplying the carpet; there is a requirement to replace carpet every 10 years. Will ACS or the landlord be responsible for the replacement carpet during the lease period?

ACS Response: Please reference **GENERAL LEASE CONDITIONS**, Paragraph 3.M.1) regarding replacement of floor finishes during the lease period. This paragraph states:

"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."

Q2 Bidder Question: What is the Landlord's obligation regarding other scheduled finish replacement or warranty issues on the ACS Provided/Landlord Installed or ACS Provided and Installed materials and systems specified in **TECHNICAL LEASE REQUIREMENTS**, Paragraph 5.B.9)?

ACS Response: Reference below for additional clarification/modification to the RFP.

Q3 Bidder Question: Are chair rails specified for the jury room walls?

ACS Response: Chair rails are not specified for the jury room walls.

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Q4 Bidder Question: Are there specific square footage requirements for the Judge's Chambers and Judicial Assistant offices?

ACS Response: Please reference **APPENDIX A – LEASE SPACE REQUIREMENTS**, and **APPENDIX C SPACE PROGRAMMING SHEETS**. Additionally please note below for additional clarification/modification to the RFP.

Q5 Bidder Question: Is a single story facility acceptable?

ACS Response: Yes, both a 1-story and 2-story building are contemplated in the RFP. Please reference **TECHNICAL LEASE REQUIREMENTS**, Paragraph 4 LOCATION OF SPACE WITHIN BUILDING. This paragraph states:

"The proposed space must be contained within one building, within contiguous space, and within no more than two (2) contiguous floors."

Also reference **TECHNICAL LEASE REQUIREMENTS**, Paragraph 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..."

Finally, please reference **APPENDIX A – LEASE SPACE REQUIREMENTS**, Estimated Additional Building Space:

"Note that the estimated SF is based on a single floor layout, with a single Tenant (ACS). Public Circulation, Public Restrooms, and other common spaces will typically increase with a multi-story building, and with additional tenants..."

CHANGES AND CLARIFICATIONS TO RFP:

1. **REQUEST FOR PROPOSALS, Solicitation:** **REVISE** Lease Commencement as follows:

"No later than October 1, 2019".

2. **SECTION B RFP DELIVERABLES, EVALUATION CRITERIA & SELECTION PROCESS:**

a. **TECHNICAL CRITERIA 7:** Lease Commencement Date: **DELETE** the following:

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

REPLACE with the following:

"Ready for Occupancy Date: Provide a facility Ready for Occupancy no later than October 1, 2019".

b. **PART 3 DOCUMENTS REQUIRED FOR PROPOSAL**, Paragraph F Quantity of Proposals to be Submitted: **ADD** the following at the end of the paragraph:

"In one of the 3 sealed envelopes provide the original copy of the "Part VI Proposal Submittal Information and Certifications" form with original signature and seal, the sole copy of the Proposal Guaranty, and the sole copy of the Application for Alaska Business License (if required)."

3. SECTION C - GENERAL LEASE CONDITIONS:

- a. Paragraph 3.H Maintenance and Repair: **ADD** Paragraphs 3.H3) and 3.H4) as follows:

"3) ACS Furnished/Landlord Installed Materials: Landlord shall retain sole responsibility for maintenance of all ACS Furnished, Landlord Installed furnishings, finishes, and other materials. Reference Paragraph 3.N regarding scheduled replacement. Reference TECHNICAL LEASE REQUIREMENTS, Paragraphs 5.B.9)ii, 14, 18A and 18E for a description of this equipment.

"4) ACS Furnished and Installed Bench Seating: The Landlord shall retain sole responsibility for maintenance of all spectator seating. Reference TECHNICAL LEASE REQUIREMENTS, Paragraphs 5.B.9)ii.a and 18D for a description of this seating.

"5) Warranty Coordination for ACS Furnished Materials: While such materials are under warranty, the Landlord shall be responsible for coordination with the supplier and scheduling of repair or replacement of materials. Any costs not covered by warranty shall be paid by the ACS, unless those costs result from the negligence or other fault of the Landlord."

- b. Paragraph 3.I.Janitorial Requirements: **ADD** at the end of Paragraph 3.1.1) the following sentence:

"Janitorial contract shall include annual or as needed fabric cleaning of spectator seating, stocking of all restroom paper products and filling of dispensers, and removal of waste to an on-site dumpster."

- c. Paragraph 3.J Utilities & Other Services:

1. **DELETE** the last sentence of the paragraph and **REPLACE** with following:

"If the building is not solely occupied by the ACS, the Landlord must provide a separate meter for the ACS's electric service, and must provide a reasonable building occupancy (percentage) calculation for the sharing of heating utility costs for each tenant. These calculations must be agreed to by the ACS, but the ACS shall not withhold agreement unreasonably."

2. **ADD** the following subparagraph at the end of the paragraph:

1. "Landlord shall provide as part of the maintenance the following services:

- a. *Lamp Replacement: Inspect facility light fixtures for burned out lamps, and replace as needed.*
- b. *Exterior window washing: Wash exterior glass surface of all exterior window on all floors at least once annually."*

- d. Paragraph 3.M Replacement of Finishes and Fixtures: **CORRECT** this paragraph number to "N". **CORRECT** the following paragraphs numbering to "**O Insurance**" and "**P Indemnity**".

- e. Paragraph 3.N3): **DELETE** "**Window Coverings, Sound Panels**" from title.

- f. **ADD** Paragraph 3.N4) as follows:

"4) Spectator Seating, Window Blinds, Marker Boards, and Sound Panels:

The ACS will provide replacement materials for these furnishings and finishes during the term of the lease when they have been damaged or have become visibly deteriorated. The Landlord shall provide the installation for these replacement materials, except where damage or deterioration result from the negligence or other fault of the ACS or its employees.

- "5) Cipher Locks:** *The ACS will provide replacement cipher locks during the term of the lease when they have been damaged or are not functioning correctly. The Landlord shall install these locks, except where damage results from the negligence or other fault of the ACS or its employees. The Landlord shall coordinate with the ACS to ensure that the locks are ordered correctly for the existing doors.*

- g. Paragraph 4.D Fixtures, Finishes, Furniture and Equipment: **DELETE** this paragraph and **REPLACE** with the following:

"D. ACS Furnished and Installed Furniture, Appliances, and Equipment: *The ACS will have the sole responsibility for maintenance of the following equipment referenced in TECHNICAL LEASE REQUIREMENTS, Paragraphs 5.B.9), and Paragraph 14C,D and F: Audio, video, and duress equipment, undercounter refrigerators, and all moveable furniture.*

1. *All furniture, appliances 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 resulting from such removal.*

E. ACS Furnished, Landlord Installed Bench Seating: *All spectator seating 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."*

4. SECTION C – TECHNICAL LEASE REQUIREMENTS:

- a. Paragraph 16.A: **DELETE** the second sentence:

~~*"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."*~~

5. APPENDIX C – SPACE PROGRAMMING SHEETS:

- a. **JUDICIAL ASSISTANT OPEN OFFICE:** In COMMENTS section **ADD** the following:

"In lieu of one (1) 500SF open office to accommodate (4) staff, two (2) 250SF offices may be provided – each to accommodate (2) staff. If two Judicial Assistant Open Offices are provided, each one must be adjacent to (2) two Judge's Chambers offices. All other requirements remain the same."

END OF ADDENDUM #2

ALASKA COURT SYSTEM PRE-PROPOSAL CONFERENCE

December 13, 2017 2:00 P.M.

**BETHEL COURTHOUSE LEASE RFP
ITB NUMBER BET-L-18-0003**

Introductions:

- Lesa Hall, (outgoing) Facilities Manager. Jack Bailey is also a Facilities Manager, but was unable to attend this Pre-Proposal Conference in person. Note that Jack is the contact person referenced on the RFP during the proposal period, and is the Contracting Officer for this contract.
- Dawn Molina, Leasing & Contracts Manager for the Court System is an additional contact both during the proposal process and during the course of the contract. If there are any concerns with submittals, performance, cost, schedule or scope requirements within the RFP, please forward those questions in writing to Jack, and cc Dawn and Lesa.
- An on-site contact after award of the contract will be appointed for coordination, notices and other on-site issues.

A General Description of the Contract Work is given in the RFP and attachments.

Specifically this contract includes:

- **Required Spaces:** Provision of approximately 12,165 NUSF of court and office space to accommodate trial court operations in the Bethel area. This includes the following spaces:
 - A Security Screening area between the Public Entry and all courthouse spaces.
 - Areas accessible from the Public Lobby or Circulation: four Superior Court Courtrooms, a Grand Jury Suite, a Jury Assembly Room, a Clerk's Office with adjoining Clerk of Court Office and Staff Toilet, and an Attorney Conference Room.
 - Areas accessible only from secured circulation: Three Jury Suites, a Law Clerk Office, four Judge's Chambers surrounding a Judicial Assistant office, **Changed by ADDENDUM #2.** and a Prisoner Transport Holding Area with four holding cells.
- **Services and Utilities:** This contract differs from most other lease contracts that the court has, and from the earlier lease contract with the City of Bethel in that the Landlord will provide **only** the following utilities as part of the monthly lease: sewage, potable water, trash removal from the building and property, and all general building services including maintenance.
ACS will provide its own phone and data services, janitorial and snow removal services, 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. **Changed by ADDENDUM #2.**

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- **Construction and Remodel Cost Sharing:** In an attempt to ease the burden of the initial construction or remodeling costs on the landlord, the court system is offering to share costs in the following ways:
 - ❖ **Construction Payment Prior to Occupancy:** The ACS is offering a maximum of \$500,000 in pre-occupancy payments, either as progress payments or as a Lump Sum amount. Back-up documents substantiating the actual construction costs (on the proposed facility) must be submitted by the Landlord prior to payment.
 - ❖ **ACS Provided Materials:** Reference Section C – Technical Lease Requirements, Paragraph 5.B.9). This paragraph has a list of materials that the ACS will provide and install; and materials that ACS will provide with the Landlord installing. The ACS's estimate of the value of these materials and work is as much as \$225,000, depending on the size and needs of the proposed lease space. Note that existing facilities may not require all items on the list to be provided.
Also note that this estimate is not a binding amount, but simply an approximation of the value of those materials which the court system has gained enough expertise to more easily specify, procure, review shop drawings, ship, and in some cases install than most landlords.

Performance Period and Conditions are specified in the RFP.

- Lease period is 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.
Changed by ADDENDUM #2.
- Insurance requirements are specified and include: a policy or policies of insurance covering loss or damages to the premises, Public Liability with coverage not less than \$300,000 combined single limit; and Worker's Compensation Insurance.
- Construction or remodeling in connection with this contract is subject to Alaska Little Davis Bacon Act. File notice of work with the Department of Labor and Workforce Development, with a copy to the Alaska Court System Facilities Manager.

RFP Requirements and Pricing Information:

- **Proposal Submittal Date:** Wednesday, February 15, 2018, at 2:00pm. Proposals are to be delivered or mailed to the address noted on the RFP.
- We follow the State of AK Court System Procurement Guidelines September 25, 2013. These are available on the court system website.
- **REQUIRED RFP SUBMITTALS:** - Reference Section B, Page 2 for this information
 - ❖ **Documents to be submitted for PART IV Technical Criteria:**
 1. Response to Technical Criteria 1 through 3 – Relevant Experience for Lease Contracts; Relevant Experience for Design and Construction; Financial History and Funding Plan.
 2. Response to Technical Criteria 4 – Proposed Floor Plans (including Site & Vicinity Plans); and for existing buildings to be remodeled Building Photos and Narrative Statements; or for new buildings to be constructed proposed Exterior Elevations.
 3. Response to Technical Criteria 5 – Proof of Ownership and completed Building Questionnaire.
 4. Response to Technical Criteria 6 – List of Preferred Design Elements able to be incorporated into Floor Plan.
 5. Response to Technical Criteria 7 – Schedule showing proposed Lease Commencement Date.

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- ❖ **Documents to be submitted for PART V Price Proposal Criteria:** Price Proposal Form – fully completed for Cost Criteria 1 and Cost Criteria 2. Contractor **must** provide proposed cost amounts for both Price Criteria 1 and Price Criteria 2. These are evaluation criteria.
 - **Maximum “Annualized Lease Amount”**
Note that the Maximum “Annualized Lease Amount” of \$300,000/year for Price Criteria 1 is based on \$3.42/NUSF – which works out to \$500,000/year for 12,165NUSF, less the Janitorial & Snow Removal Services and the Electrical and Heating Utility Costs. These services and utilities total an estimated \$200,000/year.
 - We have based Janitorial and Electrical costs on known previous yearly for the current facility.
 - We have estimated Snow Removal and Heating costs from other northern region court facility locations.
- ❖ **Documents to be submitted for PART VI Proposal Submittal Information & Certifications:** Fully completed and signed form, including submitting firm information, business license number, and acknowledgement of all issued addenda.
- ❖ **Proposal Guaranty:** A 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.
- ❖ **Application for an Alaska Business License:** Only if the Proposer does not have a current valid business license number that is provided on the PART VI Proposal Submittal Information & Certification form.
- ❖ **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. **Refer to ADDENDUM #2.**

Proposal Evaluation and Award:

- Proposals will be accepted if they are considered responsive and responsible by the ACS.
- The ACS will evaluate and score responsive proposals as described in Section B, Part I Selection Process. Note that the ACS intends to evaluate proposals and make award without discussions with Offerors. However, if determined necessary, the ACS may conduct discussions with Offerors to gain a full understanding of the submitted proposals.
- The Notice of Intent to Award shall be issued to the Offeror with the highest score, generally within one week after the Proposal Submittal date, and shall be transmitted by email to all bidders.
- A certificate of Insurance must be submitted within five days after Notice of Award.
- The Notice of Award shall be issued to the Offeror identified in the Notice of Intent to Award generally within 15 working days after issuance of the Notice of Intent to Award. Notice of Award shall be made subject to availability of funds and its issuance may be delayed or canceled, as determined by the Contracting Officer in accordance with ACS Procurement Guidelines.

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RFP Documents Summary & Clarification:

- Section C - General Lease Conditions: Description of Landlord and Tenant responsibilities for delivery /acceptance of the facility, and lessor/lessee responsibilities during the lease period.
Changed in ADDENDUM #2.
- Section C - Supplementary Lease Conditions: Specific lease conditions for this lease – term, renewal options, and liquidated damages.
- Section C - Technical Lease Requirements: Requirements for facility location, building type, construction, code compliance, and space adjacencies, access and relationships. Also includes specifications and details for casework, finishes, equipment, sound control, doors and hardware, windows, signage, heating, plumbing and electrical, and parking. **Changed in ADDENDUM #2.**
- Appendix A – Lease Space Requirements: Spreadsheet listing all required spaces, space quantity, space size, and allowable Internal and Prisoner Delivery Circulation totaling 12,165NUSF. Also for Proposer information on building common and service areas, which are not typically included in the NUSF.
- Appendix B – Schematic Floor Plan: A 2-story schematic floor plan that meets RFP requirements. This plan is **NOT** a required floor plan, but is simply intended as an example of the space adjacencies and relationships, comparative space sizes, public and secure access points, and layouts for courtrooms, grand jury, jury rooms, and prisoner transport area. **Clarified in ADDENDUM #2.**
- Appendix C – Space Programming Sheets: Programming sheet for all 19 types of spaces within the required NUSF lease areas, and also public restrooms and public circulation areas outside of the required lease areas. Each sheet provides specific details as necessary to design, construct and finish out each space.
Clarified in ADDENDUM #2.
- Appendix D, D.1, D.3, D.4 & D.5 – Superior Courtroom: These drawings clarify courtroom layout and construction details.
- Appendix E – Server Room: This drawing is intended to show equipment and electrical layout, and minimum clearances around equipment.
- Appendix F – Sound Isolation Wall: This drawing shows the assembly of a wall that meets the STC45 sound isolation requirements.

Questions:

All questions and clarifications have been addressed in Addendum #2.