

ADDENDUM #1

NOME COURTHOUSE LEASE PROJECT #NOM-L-18-0014

Date: February 27, 2019

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 the Bid Schedule.

The Submittal Date and Time is **UNCHANGED**. It remains: April 2, 2019 at 10:00 a.m.

The modifications directed by this Addendum #1 are described on this page and the following attachments:

- | | |
|----------------------------|---------|
| 1. Addendum Text: | 1 page |
| 2. ITB Cover | 2 pages |
| 3. Instruction to Offerors | 6 pages |

CHANGES TO ADDENDA

1. None.

CHANGES TO REQUEST FOR PROPOSALS

1. ITB Cover:
 - a. **CHANGE** the last paragraph on page 2, to read, “Any costs incurred in response to this request are at the Proposer’s sole risk and will not be reimbursed by the ACS, except as provided in Procurement Guideline 4-401.03.8. The ACS reserves the right to reject all proposals and proceed utilizing a different process.”
2. Instructions to Offerors:
 - a. **CHANGE** the link in on page 5, paragraph 26, to read, “<http://labor.alaska.gov/lss/forms/2017-employment-pref-determination.pdf>”

END OF ADDENDUM #1

REQUEST FOR PROPOSALS**ALASKA COURT SYSTEM****NOME COURTHOUSE LEASE**

Project Number NOM-L-18-0014

REQUEST FOR PROPOSALS**February 11, 2019****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 Nome, AK. The leased facility shall be constructed, remodeled and/or built out to provide **approximately 7,000 square feet of Net usable space**, including finishes, amenities and services described in this RFP.

Location: Nome, Alaska

Description of Lease: Approximately 7,000 NUSF

Period of Lease: Twenty (20) years with Two (2) Five (5)-year options to renew.

Lease Commencement: March 1, 2020
NOTE: The Lease Commencement date is an evaluation criterion.

Annual Budgeted Lease Rental: \$420,000
NOTE 1: 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.
NOTE 2: The Lease Rental amount is an evaluation criterion. The offeror may submit a Lease Rental amount more than amount indicated.

Issuing Office Information: Contact Dawn Molina, Alaska Court System Leasing & Contracts Manager, for further information.
Phone: 907-264-8284; Fax: 907-264-8296
Email: dmolina@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 20 year term lease contract. The LL's Price Proposal will not be the sole consideration. The Alaska Court System 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.

The intent of the drawings and narratives required to be submitted as part of the RFP response is for an Offeror to demonstrate that the proposed building and site plan drawings can accommodate ACS Lease Space and Programming Requirements. ACS acknowledges that existing buildings in particular may not be able to fully comply with all the requirements listed. Proposals will be evaluated based on the best interests of the Court System. All changes agreed to between an Offeror and ACS, including building and site plan changes, shall be documented in writing prior to Notice of Award.

3. Pre-Submittal Conference:

A Pre-Submittal Conference for all interested parties will be held on March 4, 2019, at 2:00pm in Grand Jury Room located at the Nome Courthouse at 113 Front Street, 2nd Floor, Nome, 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 April 2, 2019 at 10:00 AM 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: Dawn Molina – Leasing & Contracts Manager
Alaska Court System
820 W 4th Ave.
Anchorage, Alaska 99501

Mark Submittals as Follows: Nome 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, except as provided in Procurement Guideline 4-401.03.8. 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; 2) Pick-up from the Nome Courthouse Clerk's Office, 113 Front Street #2, Nome, Alaska, 99762 ; 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, 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 Plan Holder's List. Additionally, if downloading RFP documents from online, prospective Offerors should contact the ACS Facilities office to provide this same information. **Only RFP Plan Holders 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 Plan Holders 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.
- 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.
 - 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.
- 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.
 - 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.
 - 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.
- 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.
 - 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.
 - 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.
- 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.
 - 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.
 - 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 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.

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 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. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection 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/2017-employment-pref-determination.pdf> . For further information, contact the Alaska Department of Labor and Workforce Development, Division of Wage and Hour Administration, at 907-269-4900.

END OF SECTION

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