Project 105-03-13
DEPARTMENT OF FISH AND WILDLIFE / DEPARTMENT OF ECOLOGY – VANCOUVER
Amendment 2
August 29, 2013

1. Make the following change to the Request for Proposal dated July 26, 2013:

   a. Section 2.7 Leased Space Requirements

      Currently reads:
      All proposals submitted in response to this advertisement should identify whether the proposed space/building will meet or exceed the State's SPACE REQUIREMENTS *(See Appendix A, RES Leased Space Requirements*, July 2005 edition*,* DES Leased Space Requirements 2005 edition, the RES Accessibility Addendum (June 2007) and the DSHS Addendum, July 3, 2013 edition), if applicable, by the date specified for Beneficial Occupancy. Typically, the State expects that all proposals will meet these requirements, but exceptions may be recognized. Proposers may identify alternatives to elements in the *Leased Space Requirements,* July 2005 edition and describe how such alternatives could be beneficial to the State using Exhibit 2.

      Change to read:
      All proposals submitted in response to this advertisement should identify whether the proposed space/building will meet or exceed the State's SPACE REQUIREMENTS *(See Appendix A, RES Leased Space Requirements*, July 2005 edition*,* DES Leased Space Requirements 2005 edition, the RES Accessibility Addendum (June 2007) and **the Project #105-03-13 DFW / ECY Addendum**, if applicable, by the date specified for Beneficial Occupancy. Typically, the State expects that all proposals will meet these requirements, but exceptions may be recognized. Proposers may identify alternatives to elements in the *Leased Space Requirements,* July 2005 edition and describe how such alternatives could be beneficial to the State using Exhibit 2.

2. The following paragraphs summarize the questions and answers asked by interested parties subsequent
to the Pre-Proposal Conference:

   a. **Question**: Can an "Existing Building" proposal truly "win" in this process if it isn't providing for "all" of these indicated "requirements"? Are there certain ones that are non-

negotiable and others that are somewhat expected not to be met in an "Existing Building" proposal? Your input/direction would be most appreciated.

Answer:

Section 2.7 (as amended above) partly addresses your question. It states:

> **2.7 Leased Space Requirements**
>
> All proposals submitted in response to this advertisement should identify whether the proposed space/building will meet or exceed the State's SPACE REQUIREMENTS *(See Appendix A, RES Leased Space Requirements*, July 2005 edition*,* DES Leased Space Requirements 2005 edition, the RES Accessibility Addendum (June 2007) and the Project #105-03-13 DFW / ECY Addendum if applicable, by the date specified for Beneficial Occupancy. Typically, the State expects that all proposals will meet these requirements, but exceptions may be recognized. Proposers may identify alternatives to elements in the *Leased Space Requirements,* July 2005 edition and describe how such alternatives could be beneficial to the State using Exhibit 2.

Without being able to identify the requirement in question, the extent to which it may not be met, and the justification or offsetting benefits or merits of a project, etc., it is not possible in advance to state whether non-conformity with a requirement would prevent a project from winning. However, in general, meeting the requirements in full will enhance a project's chance of winning.

If a proposer believes there is sufficient justification for a facility not meeting one or more of the requirements of the Space Requirements or that there is an alternative approach to a standard that would provide better value to the State, we suggest that proposer provide a completed Exhibit 2 (Suggested Alternatives to Performance Requirements) along with his or her response to the Request for Proposal.

b. Question: I'm anticipating offering space on a triple net basis as 2a. under part V provided for, is ready to be considered by the State, however, I'm confused by the "Standard" Lease Form language that seems to indicate under "Expenses" 5. THAT ALL REAL ESTATE TAXES, PROPERTY ASSESSMENTS, INSURANCE, AND STORM WATER expenses must be paid by the Lessor. Does this simply mean to indicate that, under a triple net lease, which the Landlord would have to pay for, in the first instance, but that the State would reimburse Landlord as appropriate thereafter?

Answer: The landlord pays all real estate taxes, property assessments, insurance, and storm water.

The State prefers a flat rate, fully serviced lease

c. Question: What is the market rate analysis for this project?

Answer: The State market rate analysis for this project is $14.75 – $18.43 per square foot fully serviced annually. This analysis assumes a fully serviced blended office and warehouse space rate.

d. Question: Is a MS Word version of the Lease Proposal Form available?

Answer: The Lease Proposal Form is available in MS Word format at the following web site:
http://www.des.wa.gov/about/FormsPubs/Pages/Forms.aspx#Real_Estate

e. Question: Is a shared DFW and ECY lobby acceptable?

Answer: A shared lobby is one possible acceptable solution.

3. Point of contact for all questions and comments is Diane Smith. E-mail is the preferred method of communications for project related questions and comments.