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NEBRASKA
Administrative Services
State Building Division

Section I. Introduction External Leasing Process

Responsibilities, Duties, and Other Services.

This manual is to be used by agencies, boards, commissions, departments, whether code or non-code agency, all subject to this process unless specific statutory language has been passed to exempt such agency, board, commission, or department, so that they may better understand the process and criteria used by AS/State Building Division ("AS/SBD") to implement the planning and procurement of leased space. AS/SBD shall be involved throughout the entire process to provide direction and guide agencies through facility space selection and the contractual process. Through its personnel or use of consultants, AS/SBD will assist and guide agencies through space selection and the usage process.

This manual attempts to consolidate these efforts by interpreting both the legislative and administrative directives into rules and regulations, guidelines and procedures required for the development and completion of new and renewed leases.

AS/SBD lease administration shall include the following powers, responsibilities, and duties:

(a) To serve as state leasing administrator or agent for all facilities to be leased for use by the state to be rented to state agencies or other parties subject to Section 81-1108.22;

(b) To be responsible for adequate parking and the designation of parking stalls or spaces, including access aisles, in off-street parking facilities for the exclusive use of handicapped or disabled or temporarily handicapped or disabled persons pursuant to section 18-1737;

(c) To report annually to the Appropriations Committee of the Legislature and the Committee on Building Maintenance regarding the amount of property leased by the state and the availability of state-owned property for the needs of state agencies;

(d) No contract for the leasing of real property shall be awarded without the approval of the Department of Administrative Services, and no such contract shall be awarded if:
(i) There is state-owned property which is adequate or which through cost-effective renovation, as determined by AS/SBD, could be made adequate to meet the using agency's needs; or
(ii) It has not been arranged through the bidding process provided in rules and regulations adopted by AS/SBD. The rules and regulations shall be in accordance with Sections 73-101, 81-1108.55, and 81-1108.56 and shall be otherwise consistent with Sections 81-145 to 81-162 to the greatest extent possible.

(e) All contracts for leases shall be open to inspection by the Legislature during normal business hours.

(f) AS/SBD shall have the responsibility of providing office space in leased buildings in the proximity of the State Capitol and in other locations throughout the State.

(g) When any board, agency, commission, or department of the state government not otherwise specifically authorized by law desires to use funds available for the purpose of renting office space outside of the State Capitol, it shall submit a request to the Director of Administrative Services. If the director approves the lease, the terms and location shall be approved by the director and the administrator in writing and the leases shall be entered into and administered by the administrator on behalf of the board, agency, commission, or department. A copy of all

such lease contracts shall be kept on file by AS/SBD and shall be open to inspection by the Legislature and the public during normal business hours.

(h) AS/SBD Administrator shall develop a system of charges to cover basic rent, to include maintenance and services of such leased properties. Tenant requested improvements may be included or negotiated as a separate amount. The charges to state agencies, boards, commissions, or departments of state government shall be paid from funds available for the purpose of renting space on a regular basis.

(i) The charges for such leased properties shall only be adjusted by the Administrator on July 1. Prior to any adjustment in the system of charges, the Department of Administrative Services, on or before December 1 of the year preceding the July 1 effective date of such adjustment, shall provide written notification to the Committee on Building Maintenance, the Clerk of the Legislature, and the Legislative Fiscal Analyst of the proposed adjustment to the system of charges.

(j) Commencing on April 18, 1992, all leases of real property entered into by any state agency, board, commission, or department shall be subject to this section. Leases held by a state agency, board, commission, or department on such date shall be valid until the lease contract is terminated or is subject to renewal. AS/SBD shall monitor all such leases and determine when the lease is subject to renewal. Once the determination is made, AS/SBD shall cancel the lease as of the renewal date and shall treat the need of the agency, board, commission, or department as an original request for space and subject to this section.

There are also mandated statutory requirements which are filed with the Secretary of State as official rules and regulations in the lease process. See Section IV. Statutes, Title 7, Chapter 2, Rules and Regulations.

OVERVIEW

1. Lease Types

New Leases – State-owned and Commercial

These standards focus primarily on key factors which agencies shall consider when seeking new space. AS/SBD shall assist the requesting agency to address space needs and develop a plan for the most efficient use of space according to the ANSI/BOMA and AS/SBD space planning standards, while providing a cost-effective solution. See Form SBD-20-01, Leasing Requisition.

Lease Renewal or Termination – State-owned and Commercial

As the lease term approaches its renewal date or termination date, AS/SBD shall notify the agency by sending a renewal request which contains important information regarding the current lease terms and conditions regarding renewal or termination. AS/SBD shall be responsible for negotiating the lease renewal or notification of lessor if it is a termination, based on the information provided. See Form SBD-20-38, Lease Renewal Request.

2. Other Services

Lease Related Complaints

Although careful ground work and well written leases have proven to minimize lease complaints, agencies experience problems from time to time. Most complaints are about facility space issues or other services and can be handled by a phone call or email. Other issues may require legal attention. AS/SBD will work with the agency point-of-contact person ("POC") to determine an appropriate course of action to resolve the complaint.

Tenant Improvements

New leases and lease renewals often include tenant improvements. AS/SBD will work with the Lessor and Tenant Agency to develop a list of improvements and negotiate financial responsibility for those improvements during the negotiations and prior to execution of the new lease or renewal document.

Site Visits

On occasion, AS/SBD staff will visit State-occupied and commercial leased space for the purpose of conducting a facility audit. During these visits, all aspects of the facility will be evaluated, including but not limited to, HVAC, electrical, entryways, emergency exits, Fire Life Safety compliance, elevators, and parking . These visits are most informative and AS/SBD looks forward to visiting with agency staff at that time. Your involvement in making these site visits productive is appreciated!

3. Leasing Authority

Neb. Rev. Stat. 81-1108.16 states no contract for the leasing of real property shall be awarded without the approval of the Department of Administrative Services and no such contract shall be awarded if there is State-owned property that is adequate or which, through cost-effective renovation, as determined by AS/SBD, could be made adequate to meet the using agency's needs.

4. Goals.

1. To evaluate, plan and implement so that long- and short-term leased space needs of State agencies are met;

2. To provide a healthy environment for employee productivity and efficiency and to keep State agencies consolidated, as much as possible;

3. To provide leased space appropriate in quality, type and location based on the end user's needs;

4. To encourage the efficient and economical use of space by State agencies; each agency shall cooperate in developing creative strategies to minimize personnel and equipment needs,

using space-saving modular furniture and partitions and sharing common areas with other agencies whenever possible, such as restrooms, copy stations and break rooms;

5. To assure compliance with Fire Life Safety Codes, ADA Technical Requirements and all other applicable codes; and

6. To provide all of the above at the lowest reasonable cost to the State.

***

AS/SBD hopes you find the following information and materials helpful in the lease process.

For further assistance in leasing State-owned or commercial space,
please contact your AS/SBD Leasing Office.

Section II. Definitions and Terms

Definitions

Addendum - an addition to a completed written document. Most commonly this is a proposed change or explanation (such as a list of goods or services to be included) in a contract, or some point that has been the subject of negotiation after the contract was originally proposed by one party.

Amendment - To change, to revise; to formally change a statement on the record or the wording of a written document, such as a contract.

Amortization – repayment of negotiated Agency program needs through equal payments over a designated period of time consisting of both principal and interest.

Base Rent – minimum rent due to the Lessor.

Boundary Wall - The limit of the leased space that determines the separation of an area, i.e wall, cubicle, furniture.

Common Areas - All areas and facilities outside the Demised Premises and within the exterior boundary line of the building and grounds and interior utility raceways within the Demised Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee/Tenant Agency and other tenants of the building and their respective employees, suppliers, shippers, tenants, contractors and invitees. Common areas may include mechanical/electrical areas, building service areas, public restrooms, public break areas, public corridors, vestibules, elevator lobbies, elevator shafts, escalators, stairways and stair towers, and receiving areas such as docks, etc.

Common Area Maintenance (CAM) – In the case of State-owned facilities, charges paid by the tenant for the upkeep of areas designated for use and benefit of all tenants. CAM charges are common in multi-tenant large buildings. Tenants are charged for parking lot maintenance, snow removal, and utilities. The SBD no longer enters into this lease type.

Consumer Price Index (CPI) - An inflationary indicator that measures the change in the cost of a fixed basket of products and services, including housing, electricity, food, and transportation; also called the cost-of-living index. The SBD no longer enters into this lease type.

Demised Premises – any part or all of a property leased to a tenant.

Double Net Lease (NN) – requires the tenant to pay, in addition to rent, some property expenses (the State does not pay property taxes). The SBD no longer enters into this lease type.

Fixed Lease – a lease in which the lessee pays a fixed rental amount for the term of the lease.

Floor Area – see Rentable Space

Full Service (Gross) Lease – all utilities, services, repairs and maintenance costs are included in the rental rate.

Gross Square Feet (GSF) - If the requesting state agency is to be housed in **new construction**, the space

planner shall determine the overall size of the building, including exterior walls. This is generally only done in the early stage of planning, before building design has begun. The GSF multiplier provided may prove useful for this purpose.

GSF represents the total square footage of the building, including exterior wall thickness (the footprint). GSF is the correct planning figure only in cases where a new building or addition is being considered.

GSF consists of six components:

1. Workspace - employee office and/or primary work area;

2. Ancillary Space - support spaces required for employee functioning in addition to workspace, e.g., conference rooms, reception areas, storage rooms, file rooms, copier space, special equipment, etc.;

3. Minor Circulation - circulation within an Agency's office area;

4. Major Circulation - main corridors, lobbies, etc.;

5. Core - elevators, stairs, restrooms, mechanical spaces, etc.; and

6. Exterior Walls - thickness of exterior walls.

Lease Addendum – legal agreement prepared to add a term and/or conditions to the original lease agreement, including term renewals and pricing changes.

Lease Agreement – the contractual agreement between the lessor and lessee sets forth all the terms and conditions of the lease.

Lease Amendment – agreement prepared to change (amend) any aspect of the original lease agreement, i.e. location, parties, and possibly, mandated changes to original requirements, i.e., immigration law.

Lessee – one who rents space from the property owner.

Lessor – owner of property and who rents space to another party.

Net Rentable Square Feet (NRSF) - It is not uncommon to include service spaces, such as restrooms or stairs, in space planning figures. Certain limited leasing arrangements include the service spaces in the basis for rent. Under these circumstances, determining the NRSF needed shall include all the space enclosed by the exterior walls even if this is not a sole tenant space. *NRSF represents total square footage requirements, excluding exterior walls. This number includes common areas.*

NRSF consists of five components:

1. Workspace - employee office and/or primary work area;

2. Ancillary Space - support spaces required for employee functioning in addition to workspace,

e.g., conference rooms, storage rooms, reception areas, file rooms, copier space, special equipment, etc.;

3. Minor Circulation - circulation within an Agency's office area;

4. Major Circulation - main corridors, lobbies, etc.; and

5. Core - elevators, stairs, restrooms, mechanical spaces, etc.

Rentable Area – Commercial Space - Rentable area is determined by negotiation between the Lessor and Lessee at the time of the lease.

Rentable Area – State-Owned Space - The rentable area of the space shall be determined in accordance with the Standard Method for Measuring "Floor Area in Office Buildings, Approved June 7, 1996" (Building Owners and Managers Association Standards, hereinafter "BOMA Standards") by the American National Standards Institute, Inc. (ANSI/BOMA Z65.1-1996).

The following standards are the method for determining the actual rentable area of a building available to an occupant for their specific use, more commonly referred to as the Demised Premises, not including any Building Common Areas, which may or may not include entryways, lobbies and restrooms:

1. As a sole tenant, the rentable area shall include the interior floor space measured from exterior wall to exterior wall.

2. In a multiple tenant space, the rentable area shall include the space from exterior wall to one-half the wall thickness of the interior wall dividing the agencies, or when an exterior wall is not part of the rentable area, the rentable space will be determined by the distance from one-half the thickness of the boundary walls, including such areas as building support column footprints.

Space – Total Space, Workspace, and Office Space - The term "*total space*" refers to the total work environment, as opposed to "*workspace*" which is an employee's individual work area. The analysis of office space, however, requires that more precise definitions be introduced to describe the various levels of space assignment, whether it is determining workspace requirements only, or, at the other extreme, assessing total building needs. The term "*Space*" may refer to either *total space* or *workspace*.

Sublease – a lease in which the original tenant (lessee) sublets all or part of the leasehold interest to another tenant (known as a sublessee) while original tenant/lessee still retain a leasehold interest in the property.

Subtenant – a Tenant Agency leasing from the original tenant/lessee all or part of the leasehold interest held by the original tenant/lessee without a leasehold interest in the property.

Tenant Agency – agency that occupies leased space or Demised Premises.

Tenant Improvements (TI) – renovation or updates of demised premises prior to or during a Tenant Agency's occupancy, paid for by either, the Lessor, the Tenant Agency, or both.

Tenant Improvement Allowance (TIA) – a specified amount of money the Lessor will pay for tenant requested improvements.

Triple Net Lease (NNN) – requires the Tenant Agency to pay, in addition to rent, all property expenses, except property taxes (the State does not pay property taxes). The SBD no longer enters into this lease type.

NEBRASKA
Administrative Services
State Building Division

Section III. Guidelines and Process

NEW LEASE – STATE-OWNED FACILITY

Process - Requesting a New Space

1. Lease Requisition

The first step to acquiring leased space is to submit a requisition to AS/SBD Leasing, see *Section V. Forms, Form SBD-20-01, Leasing Requisition*.

After receiving and reviewing the Leasing Requisition, AS/SBD will meet with the Tenant Agency to inspect the existing facilities and discuss the request in more detail. In assessing the options, AS/SBD will try to accommodate the request within the existing space. If this is not possible, the next option is to research possibilities within other state-owned facilities as required by statute.

Two concerns help guide the decision-making process:

- The preference for state-owned space over commercially leased space; and
- The desire to keep agencies together.

2. Request for Approval

In the event accommodations can be made within the existing space or another state-owned facility, AS/SBD will formulate a recommendation and request approval from the Director of Administrative Services to lease a new state-owned space. See *Section V, Form SBD-20-06, Request for Approval ("RFA")*

AS/SBD recommendation is based on the Tenant Agency's current circumstances, their future needs, funding availability to support a move, and the assessment of current lease rates in the proposed area. AS/SBD considers each request and its special needs individually and in terms of known space needs for the entire State. AS/SBD shall balance the immediate needs of individual agencies with the long-term plans and goals of State government.

AS/SBD will forward the recommendation to the AS/Legal Counsel, AS/SBD Administrator, Tenant Agency Budget Analyst and the Director of Administrative Services for review and approval or denial. The Budget Analyst and the Director of Administrative Services shall approve or deny the request. AS/SBD will provide consultation with a Tenant Agency POC to inform them of the decision.

3. Specification Questionnaire

If the request is approved, AS/SBD and the Tenant Agency POC complete the *Specification Questionnaire-Basic Criteria, Section V. Forms, SBD-20-02,* and one of the following (i) *Specification Questionnaire-Tenant Improvement Allowance, SBD-20-04,* or *Specification Questionnaire-Turn Key,SBD-20-03* and, in most cases, the Employee Space Requirement Worksheet, see *SBD-20-17*, in order to compile agency space needs and develop a space specification list. This information is then provided to AS/SBD space planners who will work with the Tenant Agency POC and adjust State-owned building maps and reconfigure the floor plan to encompass the agency space requirements criteria, see *Section V. Forms, SBD-20-11, Sample Floor Plan*.

If the request is denied, AS/SBD and the Tenant Agency POC will work to accommodate the Tenant Agency needs in the current space.

4. Employee Space Requirement Worksheet

Upon approval of the request and before AS/SBD shall proceed, the Tenant Agency POC must complete this worksheet, *Section V, Forms, SBD-20-17*. The information on this form will help the Tenant Agency describe employees, their job description/specification (http://www.das.state.ne.us/personnel/classncomp/jobspecs/), current and proposed square footage amounts based on space planning criteria, and any additional notes, in detail.

Workstations – based on Job Description/Specification

Part of AS/SBD's responsibility is to establish economical space guidelines that are consistent and efficient in the utilization of State-owned space.

Agencies shall consider the number of staff that will occupy the space and the specific requirements of each occupant's workstation. The following workstation "types" are based on the Human Resources job specifications. Each type corresponds to a predetermined square footage. To determine each employee's workstation type, locate the employee's job specification shown below.

Officials and Administrators	Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, direct individual agencies or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis include agency heads, bureau chiefs, division chiefs, directors, deputy directors, controllers, wardens, superintendents, sheriffs, police and fire chiefs and inspectors, examiners (bank, hearing, motor vehicle, warehouse), inspectors (construction, building, safety, rent and housing, fire, A.B.C. Board, license, dairy, livestock, transportation), assessors, tax appraisers and investigators, coroners, farm manager and kindred workers. Some of these occupations may include: • Agency Heads • Bureau Chiefs • AS/SBD Chiefs • Directors • Deputy Directors • Controllers • Wardens • Fire Chiefs • Inspectors • Examiners • Assessors • Tax Appraisers

Workspace Type:
Officials and Administrators
120 – 300 Sq Ft

Professionals

Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge include personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, system analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, police and fire captains and lieutenants, librarians, management analysts, airplane pilots and navigators and kindred workers. Some of these occupations may include:

- Personnel Officers
- Doctors
- Registered Nurses
- System Analysts
- Engineers
- Captains and Lieutenants
- Social Workers
- Psychologists
- Attorneys
- Accountants
- Training Specialists
- Librarians

Workspace Type: Professionals
100 – 180 Sq Ft

Para-Professionals

Occupations in which workers perform some of the duties of a professional or technician in a supportive role which usually require less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of staff development and promotion under a "New Careers" concept. Included: research assistants, medical aides, child support workers, policy auxiliary welfare service aides, recreation assistants, homemakers' aides, home health aides, library assistants and clerks, ambulance drivers and attendants and kindred workers. Such occupations may include:

- Research Assistant
- Medical Aides

Workspace Type: Para-Professionals
64 – 156 Sq Ft

Technicians

Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized postsecondary school education or through equivalent on-the-job training include computer programmers, drafters, surveyors, licensed practical nurses, photographers, radio operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences), police and fire sergeants, inspectors (production or processing inspectors, testers and weighers) and kindred workers. Such occupations may include:

- Surveyors
- Radio Operators
- Photographers
- Technicians

Workspace Type: Technicians
50 - 100 Sq Ft

Skilled Craft Workers

Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs include mechanics and repairers, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, power plant operators, water and sewage treatment plant operators and kindred workers. Such occupations may include:

- Electricians
- Heavy Equipment Operators

And

Administrative Support

Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office include bookkeepers, messengers, clerk typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks, office machine and computer operators, telephone operators, legal assistants, sales workers, cashiers, toll collectors and kindred workers. Such occupations may include:

- Bookkeepers
- Payroll Clerks
- Dispatchers
- Legal Assistants

Workspace Type: Skilled Craft Workers / Administrative Support
40 – 80 Sq Ft

Service – Maintenance	Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial employees, gardeners and groundskeepers, refuse collectors, construction laborers, park rangers (maintenance), farm workers (except managers),craft apprentices/trainees/helpers and kindred workers. Such occupations may include: • Park Rangers • Groundskeepers

and

Protective Service Workers	Occupations in which workers are entrusted with public safety, security and protection from destructive forces include police patrol officers, fire fighters, security guards, deputy sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, game and fish wardens, park rangers (except maintenance) and kindred workers. Such occupations may include: • Patrol Officers • Fire Fighters • Security Guards • Correctional Officers

Workspace Type:
Service–Maintenance/
Protective Service
25 – 60 Sq Ft

Private Offices

The Officials and Administrators space is constructed with floor to ceiling walls. These offices typically include solid core doors that require lock-key sets.

<u>Ancillary Space Type Guidelines - Within an Agency</u>:

There are requirements needed to accommodate ancillary spaces that should be considered in any space plan layout. The determination of the need should be established by the state agency representative.

The following is a list of ancillary spaces with a general size guideline for each space. The final square footage allocation must be evaluated according to the actual need, the number of employees using the space and the function anticipated.

Conference Room/Training Area	15 to 20 sf per person	
Reception Area	10 sf per person (Average Visitor Load)	
Files	Standard	7 sf per file - 15"W x 18"D & 15"W x 29"D
	Legal	8 sf per file - 18"W x 29"D

Lateral	14 sf per file - 36"W x 18"D & 42"W x 18"D
Flat	18 sf per file - 40"W x 30"D & 46"W x 30"D

Note: One standard 4-drawer upright file provides 1,000 linear inches of filing space.
Note: When planning filing areas, special attention should be given to the floor loading capabilities of the spaces to be utilized.

Copier/Reproduction

Small Copier - 30 sf and storage cupboard, side table and shelf
Large Copier - 45 sf and storage cupboard, side table and shelf

Note: For other equipment and storage cabinet, measure plan in accordance with Special Equipment standards listed below.

Office Supplies 12 sf minimum - depends upon demand

Coats .75 sf/Employee

Break Area 40 - 60 sf total or 10 sf/person using space.

Note: Locate off an internal corridor if possible and near a conference room.
Equipment: Small refrigerator, microwave, small sink, toaster, storage cupboards, soap dispenser, coffee maker.

Recycling Area As required.

Workroom/Library/Machines Within a state agency's space plan, consideration should be given to a space that can be designated "Workroom." The size can vary according to demand, usage and program requirements but a minimum of 100 sf may be allowed. Some of the special spaces mentioned in this Section can be collectively grouped in such a room, together with other essential functions required by each state agency e.g. mail room, general storage and supplies, copy machines, shipping/receiving, coats, etc.

Special Equipment and Spaces Any special equipment, furniture or space not included in the list above must be measured to determine the actual size of the item. The space required to use and service equipment, the space shall include three feet multiplied by the length of the side of the item with the operating doors open. This may be reduced if the "working space" is common to two or more items.

Circulation/Aisle Space All primary and secondary circulation paths within State agency areas must conform to ADA Technical Guidelines and Fire/Life/Safety Codes.

<u>Location</u>

If in Lincoln: AS/SBD shall consider the State-owned space in the downtown area first. The definition of Downtown, as established by the Downtown Lincoln Association, includes borders on the east at 17th Street, the north at 'R' Street, the west at 7th Street, and the south at 'G' Street.

If outside Lincoln: AS/SBD considers the following criteria in their selection of State-owned space:

- a State-owned facility within the city limits of the desired city;
- a State-owned facility easily accessible for clients and visitors;
- a State-owned facility within the specified boundaries (list street names to define boundaries to the north, east, south and west); and
- a State-owned facility with convenient access to public transportation, if available.

Once a State-owned facility has been selected and agreed to by the requesting agency, the improvements have been made, if any; AS/SBD as the Lessor and the requesting agency as the Tenant Agency, execute duplicate originals of the lease agreement including the building depreciation fee. One original is retained by AS/SBD and the other provided to the Tenant Agency POC.

Moving Expenses

All duties and costs related to the Tenant Agency's relocation is the responsibility of the Tenant Agency.

Furniture

The new lease will not include any systems furniture or free-standing furniture; therefore, the Tenant Agency must plan accordingly and is responsible for procuring such items.

Telecommunications Services

The Tenant Agency is responsible for incurring infrastructure costs associated with voice and data services.

Equipment such as phones, phone accessories, computers and computer accessories are the sole responsibility of the Tenant Agency. The Tenant Agency will be responsible for disassembly and reassembly of equipment.

Surplus

Tenant Agency is responsible for coordination with AS/Materiel for the purpose of moving any unneeded equipment, furniture, and other related items to the State Surplus Property location.

Physical Move

Tenant Agency is responsible for all tasks and costs related to the move including, but not limited to, cancellation of parking assignments; notifying mail room, vendors, customers, and others of change of address; reprinting of stationary; providing packing materials; packing of work-related materials and supplies; moving personal boxes or items; and coordinating with a moving company in anticipation of the physical move.

PROCESS - NEW COMMERCIAL SPACE LEASE

Requesting Commercial Leased Space

1. Lease Requisition.

The first step in acquisition of leased commercial space is to submit a fully completed request to AS/SBD Leasing, see *Section V. Forms, Leasing Requisition, Form SBD-20-01*.

After receiving and reviewing the Leasing Requisition, AS/SBD will meet with the Tenant Agency POC to inspect the existing facilities and discuss the request in more detail. In assessing the options, AS/SBD will try to accommodate the request within the existing space. If this is not possible, the next option is to research possibilities within other state-owned facilities.

Two concerns help guide the decision-making process:

- The preference for state-owned space over commercially leased space; and
- The desire to keep agencies together.

In the event the request cannot be met within the existing space or a state-owned facility space, AS/SBD will formulate a recommendation and request approval from the Director of Administrative Services to lease a new commercial space.

AS/SBD recommendation is based on the Tenant Agency's current space, their future needs, funding availability to support a move, and the assessment of lease rates in the proposed area. AS/SBD considers each request and its special needs individually and in terms of the space needs for the entire State. AS/SBD shall balance the immediate needs of individual agencies with the long-term plans and goals of State government.

2. Request for Approval

AS/SBD will forward the recommendation to the AS/Legal Counsel, AS/SBD Administrator, Tenant Agency Budget Analyst and the Director of Administrative Services for review and approval or denial. The Budget Analyst and the Director of Administrative Services will approve or deny the request. AS/SBD will provide consultation with a Tenant Agency POC to inform them of the decision.

3. Specification Questionnaire

If the request is approved, AS/SBD and the Tenant Agency POC complete the *Specification Questionnaire-Basic Criteria, Section V. Forms, SBD-20-02,* and one of the following (i) *Specification Questionnaire-Tenant Improvement Allowance, SBD-20-04,* or *Specification Questionnaire-Turn Key,SBD-20-03* and, in most cases, the Employee Space Requirement Worksheet, see *SBD-20-17*, in order to compile agency space needs and develop a space specification list. This information is then provided to AS/SBD space planners who will work with the Tenant Agency POC and adjust State-owned building maps and reconfigure the floor plan to encompass the agency space requirements criteria, see *Section V. Forms, SBD-20-11, Sample Floor Plan*.

If the request is denied, AS/SBD and the Tenant Agency POC will work to accommodate the Tenant Agency needs in the current space.

5. Employee Space Requirement Worksheet

Upon approval of the request and before AS/SBD shall proceed, the Tenant Agency POC must complete this worksheet, *Section V, Forms, SBD-20-17*. The information on this form will help the Tenant Agency describe employees, their job description/specification (http://www.das.state.ne.us/personnel/classncomp/jobspecs/), current and proposed square footage amounts based on space planning criteria, and any additional notes, in detail.

Workstations – based on Job Description/Specification

Part of AS/SBD's responsibility is to establish economical space guidelines that are consistent and efficient in the utilization of State-owned space.

Agencies shall consider the number of staff that will occupy the space and the specific requirements of each occupant's workstation. The following workstation "types" are based on the Human Resources job specifications. Each type corresponds to a predetermined square footage. To determine each employee's workstation type, locate the employee's job specification shown below.

Officials and Administrators	Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, direct individual agencies or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis include agency heads, bureau chiefs, division chiefs, directors, deputy directors, controllers, wardens, superintendents, sheriffs, police and fire chiefs and inspectors, examiners (bank, hearing, motor vehicle, warehouse), inspectors (construction, building, safety, rent and housing, fire, A.B.C. Board, license, dairy, livestock, transportation), assessors, tax appraisers and investigators, coroners, farm manager and kindred workers. Some of these occupations may include: • Agency Heads • Bureau Chiefs • AS/SBD Chiefs • Directors • Deputy Directors • Controllers • Wardens • Fire Chiefs • Inspectors • Examiners • Assessors • Tax Appraisers

Workspace Type:
Officials and Administrators
120 – 300 Sq Ft

Professionals

Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge include personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, system analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, police and fire captains and lieutenants, librarians, management analysts, airplane pilots and navigators and kindred workers. Some of these occupations may include:

- Personnel Officers
- Doctors
- Registered Nurses
- System Analysts
- Engineers
- Captains and Lieutenants
- Social Workers
- Psychologists
- Attorneys
- Accountants
- Training Specialists
- Librarians

Workspace Type: Professionals
100 – 180 Sq Ft

Para-Professionals

Occupations in which workers perform some of the duties of a professional or technician in a supportive role which usually require less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of staff development and promotion under a "New Careers" concept. Included: research assistants, medical aides, child support workers, policy auxiliary welfare service aides, recreation assistants, homemakers' aides, home health aides, library assistants and clerks, ambulance drivers and attendants and kindred workers. Such occupations may include:

- Research Assistant
- Medical Aides

Workspace Type: Para-Professionals
64 – 156 Sq Ft

Technicians

Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized postsecondary school education or through equivalent on-the-job training include computer programmers, drafters, surveyors, licensed practical nurses, photographers, radio operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences), police and fire sergeants, inspectors (production or processing inspectors, testers and weighers) and kindred workers. Such occupations may include:

- Surveyors
- Radio Operators
- Photographers
- Technicians

Workspace Type: Technicians
50 - 100 Sq Ft

Skilled Craft Workers

Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs include mechanics and repairers, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, power plant operators, water and sewage treatment plant operators and kindred workers. Such occupations may include:

- Electricians
- Heavy Equipment Operators

And

Administrative Support

Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office include bookkeepers, messengers, clerk typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks, office machine and computer operators, telephone operators, legal assistants, sales workers, cashiers, toll collectors and kindred workers. Such occupations may include:

- Bookkeepers
- Payroll Clerks
- Dispatchers
- Legal Assistants

Workspace Type: Skilled Craft Workers / Administrative Support
40 – 80 Sq Ft

Service – Maintenance

Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial employees, gardeners and groundskeepers, refuse collectors, construction laborers, park rangers (maintenance), farm workers (except managers),craft apprentices/trainees/helpers and kindred workers. Such occupations may include:

- Park Rangers
- Groundskeepers

and

Protective Service Workers

Occupations in which workers are entrusted with public safety, security and protection from destructive forces include police patrol officers, fire fighters, security guards, deputy sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, game and fish wardens, park rangers (except maintenance) and kindred workers. Such occupations may include:

- Patrol Officers
- Fire Fighters
- Security Guards
- Correctional Officers

Workspace Type:
Service–Maintenance/
Protective Service
25 – 60 Sq Ft

Private Offices

The Officials and Administrators space is constructed with floor to ceiling walls. These offices typically include solid core doors that require lock-key sets.

<u>Ancillary Space Type Guidelines - Within an Agency</u>:

There are requirements needed to accommodate ancillary spaces that should be considered in any space plan layout. The determination of the need should be established by the state agency representative.

The following is a list of ancillary spaces with a general size guideline for each space. The final square footage allocation must be evaluated according to the actual need, the number of employees using the space and the function anticipated.

Conference Room/Training Area	15 to 20 sf per person	
Reception Area	10 sf per person (Average Visitor Load)	
Files	Standard	7 sf per file - 15"W x 18"D & 15"W x 29"D
	Legal	8 sf per file - 18"W x 29"D

Lateral	14 sf per file - 36"W x 18"D & 42"W x 18"D
Flat	18 sf per file - 40"W x 30"D & 46"W x 30"D

Note: One standard 4-drawer upright file provides 1,000 linear inches of filing space.
Note: When planning filing areas, special attention should be given to the floor loading capabilities of the spaces to be utilized.

Copier/Reproduction

Small Copier - 30 sf and storage cupboard, side table and shelf
Large Copier - 45 sf and storage cupboard, side table and shelf

Note: For other equipment and storage cabinet, measure plan in accordance with Special Equipment standards listed below.

Office Supplies 12 sf minimum - depends upon demand

Coats .75 sf/Employee

Break Area 40 - 60 sf total or 10 sf/person using space.

Note: Locate off an internal corridor if possible and near a conference room.
Equipment: Small refrigerator, microwave, small sink, toaster, storage cupboards, soap dispenser, coffee maker.

Recycling Area As required.

Workroom/Library/Machines Within a state agency's space plan, consideration should be given to a space that can be designated "Workroom." The size can vary according to demand, usage and program requirements but a minimum of 100 sf may be allowed. Some of the special spaces mentioned in this Section can be collectively grouped in such a room, together with other essential functions required by each state agency e.g. mail room, general storage and supplies, copy machines, shipping/receiving, coats, etc.

Special Equipment and Spaces Any special equipment, furniture or space not included in the list above must be measured to determine the actual size of the item. The space required to use and service equipment, the space shall include three feet multiplied by the length of the side of the item with the operating doors open. This may be reduced if the "working space" is common to two or more items.

Circulation/Aisle Space All primary and secondary circulation paths within State agency areas must conform to ADA Technical Guidelines and Fire/Life/Safety Codes.

<u>Location</u>

If in Lincoln: AS/SBD shall consider the State-owned space in the downtown area first. The definition of Downtown, as established by the Downtown Lincoln Association, includes borders on the east at 17th Street, the north at 'R' Street, the west at 7th Street, and the south at 'G' Street.

If outside Lincoln: AS/SBD considers the following criteria in their selection of State-owned space:

- a State-owned facility within the city limits of the desired city;
- a State-owned facility easily accessible for clients and visitors;
- a State-owned facility within the specified boundaries (list street names to define boundaries to the north, east, south and west); and
- a State-owned facility with convenient access to public transportation, if available.

Once a State-owned facility has been selected and agreed to by the requesting agency, the improvements have been made, if any; AS/SBD as the Lessor and the requesting agency as the Tenant Agency, execute duplicate originals of the lease agreement including the building depreciation fee. One original is retained by AS/SBD and the other provided to the Tenant Agency POC.

Moving Expenses

All duties and costs related to the Tenant Agency's relocation is the responsibility of the Tenant Agency.

Furniture

The new lease will not include any systems furniture or free-standing furniture; therefore, the Tenant Agency must plan accordingly and is responsible for procuring such items.

Telecommunications Services

The Tenant Agency is responsible for incurring infrastructure costs associated with voice and data services.

Equipment such as phones, phone accessories, computers and computer accessories are the sole responsibility of the Tenant Agency. The Tenant Agency will be responsible for disassembly and reassembly of equipment.

Surplus

Tenant Agency is responsible for coordination with AS/Materiel for the purpose of moving any unneeded equipment, furniture, and other related items to the State Surplus Property location.

Physical Move

Tenant Agency is responsible for all tasks and costs related to the move including, but not limited to, cancellation of parking assignments; notifying mail room, vendors, customers, and others of change of address; reprinting of stationary; providing packing materials; packing of work-related materials and supplies; moving personal boxes or items; and coordinating with a moving company in anticipation of the physical move.

Acquiring Leased Space

In accordance with Title 7, Nebraska Administrative Code, Chapter 2 on leasing privately owned real property, a SBD/Tenant Agency may forego the RFP process in the following cases:

- if the proposed lease cost is less than $2,500 per year and/or not more than 1,000 square feet of total space;
- if the proposed office building houses other State agencies;
- if space is available in a facility owned by a political subdivision and such site would meet the space requirements of the requesting agency; or
- if the requesting agency feels they have a special situation which is not addressed in the Title 7, Chapter 2, Rules and Regulations referenced above on leasing privately owned real property, or, have legitimate reasons why the formal bid process should be waived, based on an explanation of the situation and the particular request submitted to AS/SBD for review and approval by the AS/Director.

For all other cases, AS/SBD applies the RFP process which is required by Neb. Rev. Stat. 81-1108.16. The RFP is a competitive process for acquiring proposals and allows the requesting agency to view multiple proposed sites.

Through the RFP process, AS/SBD may enter into a full service lease in which maintenance and additional services, provided by the bidder, are included in the base rental rate.

Date of Occupancy

The Tenant Agency shall allow AS/SBD time to acquire the new space. Listed below are approximate timelines for each of the RFP steps:

- 1st Public Notice (1 week)
- 2nd Public Notice (1 week)
- Pre-Proposal Meeting (0-1 week)
- Bid Opening (1 week)
- Site Inspection (1-2 weeks)
- Evaluations (1-2 weeks)
- Select Site and Award (1 week)
- Lease Negotiations (1-4 weeks)
- Lease Execution (1-3 weeks)
- Tenant Improvements (1-20 weeks)
- Move In (1-4 weeks)

Depending on the size and needs of the staff, workstation types and specifications, the process to acquire a new commercial lease could be from 10 to 40 weeks.

<u>Request for Proposal Process</u>

The RFP process for acquiring a real property lease includes the following:

Advertisement.

A public notice advertisement is made in a newspaper of general circulation in the area where the proposed space is desired or required. The public notice contains a general description of the property desired, instructions on how to obtain a bid packet, the time and place bid proposals are to be opened, and contact information for an alternative bid packet format. The public notice is published at least one time, no less than fifteen (15) days prior to the bid opening date.

AS/SBD will also notify vendors in the designated city/area from a vendor mailing list via mail or email notification.

Bid Packet.

The bid packet contains the following, when applicable:

- RFP for Leasing Real Property Terms and Conditions (Instructions to Bidders), Form SBD-20-____
- RFP Schedule of Events, Form SBD-20-09
- RFP Specifications for Proposed General Office Space, Form SBD-20-10
- RFP Bidder Proposal, Form SBD-20-16
- RFP Addendum – Questions Asked and Answered, Form SBD-20-20
- Area Map, if available or if appropriate
- RFP OCIO Standard Policies and Procedures, Form SBD-20-13
- RFP Custodial Requirements, Form SBD-20-12
- RFP Commercial Office Space "Lease Agreement" Template, Form SBD-20-18
- RFP Drug Free Policy, with sample language of Workplace Policy Letter and Verification, Form SBD-20-19
- RFP Evaluation Criteria and State Statute for Evaluation of an RFP, Form SBD-20-15

The requesting Tenant Agency is given a draft bid packet for review and acceptance prior to placing the public notice advertisement; the final approved bid packet is posted on AS/SBD website.

Pre-Proposal Meeting

The Pre-Proposal Meeting is an opportunity for the bidders to meet the Tenant Agency; to hear how the proposed space will be used by the Tenant Agency; and, learn how the work space affects the efficiency of the Tenant Agency. Key decision makers from the Tenant Agency shall attend this meeting.

A typical agenda for the Pre-Proposal Meeting consists all potential bidders signing an attendance form, a brief introduction, an overview of the function of the Tenant Agency, a question and answer period relating to clarification of the specifications in the RFP, rules for submitting proposals including the number of packets (2) needed for each proposal, and a reminder of the bid opening location, date and time.

In the event, the question and answer period requires a revision to the RFP, an addendum will be emailed to the bidders to provide additional information and clarification. Verbal responses provided during the pre-proposal meeting shall not be binding on the State. Bidders attending the pre-proposal

meeting may submit further questions in writing via email which will be answered as a written response in an Addendum to the RFP.

Bid Opening

AS/SBD will be responsible for opening sealed bids, at the pre-determined location on the pre-determined date and time. Bid proposals are examined for compliance with the RFP by AS/SBD; a summary is compiled, and forwarded to the Tenant Agency POC for distribution to the key decision makers who will visit, evaluate and score each site. The evaluation scores from AS/SBD and the Tenant Agency are totaled and the preliminary sites selected based on the scoring criteria.

Compliance

In addition to the required RFP forms, the following documents shall be required in the bid packet:

- proof of ownership;
- at least one proposal with an annual rental rate, capped costs, and a flat rate for the pre-determined term for State budget purposes; and/or alternative proposal(s), such as a longer lease term or other annual rental rate;
- at least one proposal with renovation costs, if requested, listed as the financial responsibility of the bidder;
- a proposal where all maintenance and other services are provided by bidder as part of the lease;
- a floor plan illustrating the proposed space, including common areas;
- a completed lease agreement form to include Lessor information, rental rate, square footage, total annual lease payment, and any renewal options.
- any exceptions to the terms and conditions and/or the lease document are to be explicitly noted on the Bidder Proposal form; and
- the names of at least three (3) tenants or other responsible parties (non-State) who can attest to the performance of the bidder in a leasing agreement or other contractual agreement.

The State reserves the right to reject any or all bid proposals in order to award the lease in a manner deemed in the best interest of the State.

Bid Summary

When the bids have been opened, AS/SBD shall prepare a bid summary. The bid summary and one original proposal for each location will be provided to the Tenant Agency POC within three (3) business days of the bid opening date.

Site Inspections

In accordance with Neb. Rev. Stat. 81-1108.55, the State reserves the right to make site visits and/or inspections prior to awarding a lease contract.

The Tenant Agency POC and key decision makers may visit the top-scoring sites submitted in the bid proposal process. The selection of the top sites is based on submission of a complete packet, pre-

determined evaluation criteria including location, parking, safety and security, quality of building shell, future expansion, and shell rental rate.

Evaluation Process

The criterion for evaluation is included in the bid packet.

In accordance with Neb. Rev. Stat. 81-1108.55, all lease contracts awarded are made to the lowest responsible bidder, taking into consideration the best interest of the State, the quality of performance of the proposed property, conformity with RFP specifications, the purpose for which it is required, and the time of delivery for occupancy.

In addition to cost and other criteria outlined in Neb. Rev. Stat. 81-1108.55, AS/SBD considers the following factors:

- a full service lease;
- parking requirements, including location in proximity to the space and condition of lot;
- accessibility for clients, visitors and employees;
- proximity to desired buildings, streets, and highways;
- accommodation for appropriate signage;
- security at access points;
- adequate lighting at exterior entrances and parking areas;
- ADA compliance;
- location of controls for HVAC system; and
- specified criteria based on requesting agency requirements.

Prior to public notice advertisement, the requesting agency will determine how many employees will be included in the "evaluation committee" (the Committee) and notify AS/SBD of their names and contact information.

After site inspections take place, the Committee and AS/SBD Leasing Coordinator or other AS/SBD representative, shall rate the bid proposals based on the pre-determined evaluation criteria pertaining to the cost proposal and taking into consideration the best interests of the State.

AS/SBD representative and the Committee will rate the sites, individually and without discussion, using the pre-determined evaluation criteria. A meeting will be held to total the post-site inspection scores. AS/SBD reserves the right to decide in the event of a "tie vote".

Vendor Protest / Grievance

This standard policy is to be used for vendor protests/grievances in the procurement of a lease agreement.

Vendor protests/grievances may only be filed within five (5) calendar days of award of bid.

1. Grievances/protests are to be expressed in writing to AS/SBD Administrator. This correspondence should state the RFP number or reference and specific issues that are to be

addressed;

2. AS/SBD Administrator will review and evaluate the issue(s), make a determination and respond to the vendor, in writing;

3. If the response from AS/SBD Administrator has not satisfied the grievance/protest, AS/SBD Administrator will conduct a meeting with the vendor and the Tenant Agency in attendance. This meeting will be documented as to discussions and decisions made and confirmed in writing to all attendees;

4. If the response from AS/SBD Administrator and the Tenant Agency has not satisfied the vendor, the vendor may further protest/grieve to the AS Director for review and evaluation; and

5. A written response of the final decision by the AS Director will be sent to the vendor.

Moving Expenses

All duties and costs related to the Tenant Agency's relocation is the responsibility of the Tenant Agency. If requested, AS/SBD space planners may be available to assist in space planning needs.

Furniture

The new lease will not include any systems furniture or free-standing furniture; therefore, the Tenant Agency must plan accordingly and is responsible for procuring such items.

Telecommunications Services

Lessor is usually responsible for incurring infrastructure costs associated with voice and data services to each workstation from a centralized communications closet.

Equipment such as phones, phone accessories, computers and computer accessories are the sole responsibility of the Tenant Agency. The Tenant Agency will be responsible for disassembly and reassembly of equipment.

Surplus

Tenant Agency is responsible for coordination with AS/Materiel for the purpose of moving any unneeded equipment, furniture, and other related items to State Surplus Property location.

Physical Move

Tenant Agency is responsible for all tasks and costs related to the move including, but not limited to, cancellation of parking assignments; notifying mail room, vendors, customers, and others of change of address; reprinting of stationary; providing packing materials; packing of work-related materials and supplies; moving personal boxes or items; and coordinating with a moving company in anticipation of the physical move.

Contract Award And Lease Agreement

After a site has been selected, AS/SBD will negotiate the final lease terms prior to execution of the lease. Prior to Tenant Agency taking occupancy, all Tenant Improvements must be completed and approved in writing by the Tenant Agency POC of which the signed original will be retained with the original Lease agreement; and, all exhibits to the Lease must be provided by either the Tenant Agency or the Lessor, as determined by the AS/SBD.

Space Allocation Agreement

Once the lease is executed and all exhibits are submitted and approved, AS/SBD and the Tenant Agency will execute a Space Allocation Agreement, which defines the responsibilities of the Tenant Agency and AS/SBD. It also includes terms, system of charges, record management. The Tenant Agency will be required to complete the point of contact (POC) name, email and phone number, as well as, one Business Unit number, and a Director signature and date of execution.

PROCESS - LEASE RENEWAL – STATE-OWNED FACILITY

Memorandum of Understanding

The document known as Memorandum of Understanding LB530 Building Renewal Assessment Fee ("MOU") was a notice, sent at least six (6) months prior to the start of the next biennium budget cycle, by AS/SBD to notify agencies that it is time to renew their MOU. MOU details the Building Renewal Assessment Fee for the new biennium based upon actual space occupied in the State-owned facility. The Building Renewal Assessment Fee monthly billings shall be made via an EnterpriseOne journal entry document. The business unit number must be provided by the Tenant Agency on the form. THIS FORM HAS BEEN COMBINED IN THE AMENDMENT to the space lease beginning in July 2013.

Amendment or Addendum

An amendment shall be used to delete language from the original lease or earlier amendments or to add new language to the original lease for the next biennium cycle.

An addendum shall be used to change the square footage, the location of the square footage (move from one state-owned space or facility to another state-owned space or facility), the rental rate, and any services shown in the original lease or subsequent amendments for the next biennium cycle.

Both of the above documents are executed by an authorized agency representative and go into effect on July 1st of the new biennium cycle.

Termination for State-Owned Space

If the agency desires to terminate their agreement prior to the end of the lease term, they may do so for the following reasons:

12.1 **TENANT NON-APPROPRIATIONS:** This Lease may be terminated by Tenant Agency by written notice to Owner if sufficient appropriated funds are not available to Tenant Agency for the purpose of paying necessary operating expenses of the Tenant Agency, including rent on the Demised Premises. If any Governor's budget message is such that it does not include sufficient appropriated funds to pay necessary operating expenses of the Tenant Agency, including rent, notice of such fact shall be given promptly to Owner, and if at any time it appears that appropriated funds will be depleted in the future, or such funds are not sufficient to pay necessary operating expenses of Tenant Agency including rent, notice of such fact and the estimated date of depletion shall be given promptly to Lessor. If only a portion of the funds sufficient to pay the necessary operating expenses of the Tenant Agency including rent are appropriated, this Lease may be kept in force with a prorata share of the space and corresponding rent decreased. Any such reduction shall be agreed upon by Lessor and Tenant Agency.

12.2 **TENANT NO CAUSE/FAULT:** Tenant Agency shall have the right to cancel this Lease, for any reason whatsoever, including no reason, upon giving one (1) year notice of such cancellation in writing to the Owner.

12.3 **OWNER NO CAUSE/FAULT**: Owner may cancel this Lease, for any reason whatsoever, including no reason, upon giving one (1) year notice of such cancellation in writing to Tenant Agency.

12.4 **OWNER STATEWIDE USAGE**: The parties recognize Owner is responsible for statewide facilities and for ensuring the most efficient operation of such. Owner may cancel this Lease with thirty (30) days notice if such action is necessary for facility usage purpose under the statutory control of Owner.

Tenant Agency shall notify AS/SBD by sending, via certified mail, official notification of the decision to terminate.

PROCESS - LEASE RENEWALS – COMMERCIAL FACILITY

Renewal Request Memo

A Renewal Request Memo is a notice sent by AS/SBD to notify agencies of a lease due to expire in the next nine (9) months. This Memo includes requests for information for renewal, tenant improvements, option to terminate, and length of renewal term, if the Tenant Agency desires to remain in the leased space.

The agency shall return a completed original of this request form to SBD for processing.

If your agency requests that the lease be extended or renewed, AS/SBD shall draft a lease addendum in accordance with the Lease agreement, which may include a rent increase.

Rent Increases – Not Known

The following provision is part of commercial lease agreement renewal language:

> "It is agreed between the Lessor and the Lessee that in the event the Lessor, Lessee and Tenant Agency have fully complied with all the terms and conditions of this Lease, the Lessee prior to the expiration of the original term of this Lease shall have the right exercisable at its sole option to renew the Lease upon the same terms and conditions as those set forth in the original Lease provided Lessee notifies Lessor in writing of its exercise of such right within 45 calendar days before the end of the original term of the Lease. If any of the terms or conditions of this Lease are to be changed for the extension of the Lease as per this paragraph, said changes must be mutually agreed to in writing between all parties."

There is no mention of a rent increase at the time of the renewal. AS/SBD will draft a lease addendum without a rent increase and submit the lease addendum to the Lessor for signature.

The Lessor will respond by either signing the proposed addendum or requesting changes, such as a rent increase. All changes shall be negotiated by SBD and with the Tenant Agency involvement and approval prior to signing the renewal document.

Some factors that may lend themselves to a rental increase:

Operating Expenses – This rate may be listed separate from the base rental rate. Lessors will consider the impact of these costs within the last term while reviewing the renewal request.

Flat Rate Increase - This rate increases are defined in the Lease and become effective on July 1 following the renewal date. (See Neb. Rev. Stat. 81-1108.22 for leased and state-owned properties.)

The Lessor shall provide supporting documentation to substantiate their request for an Operating rate increase.

When the Lease addendum is fully executed, AS/SBD will provide the Tenant Agency with a copy of the Addendum and a current Space Allocation Agreement ("SAA") reflecting any changes as a result of the renewal. The SAA is sent in duplicate for execution by the Tenant Agency and one original is returned to AS/SBD. The SAA includes responsibilities of the Tenant Agency, including Point of Contact, Concerns and Issues regarding the space, rent table showing the amount of square footage, cost per square foot, and the monthly amount to be posted to the business unit number, and the Business Unit number; the responsibilities of the Lessee including extensions and renewals, and concerns and issues; records management requirements, system of charges, and effective date. When the SAA is fully executed, it contains the signature of an authorized agency representative and AS/SBD Administrator. (See *Appendix S)*

Rent Increases – Known

Some pre-existing leases contain language for a cost of living increase or COLA. In the event of a COLA increase, the Lessor shall notify AS/SBD of the amount of the increase and Tenant Agency shall receive a notice of the amount of the increase, the new monthly and annual payment amounts, and the effective date of the increase. This type of increase is no longer part of the bid process.

CPI Increase – The CPI ("Consumer Price Index") increase measures the change in the cost of fixed services. This index is also referred to as the "cost-of-living index". This increase becomes effective upon the renewal date. New lease agreements do not contain an option for CPI increases.

Statute mandates that any increase shall take effect <u>only on July 1</u> and by Lessor providing notice no later than September 1 of the prior year. These pre-existing leases shall not be renewed; however, AS/SBD may negotiate a new lease for the same space.

Terminations

If the Tenant Agency responds to a Renewal Request Memo by stating the desire to terminate the lease at its expiration, AS/SBD will notify the Lessor by sending, via certified mail, written notification of their request to terminate the Lease.

LEASING COMPLAINTS – TENANT AGENCY

Agency Point of Contact (POC)

In order to establish consistent ongoing management of State occupied leased spaces, AS/SBD works closely with agencies to address complaints including, but not limited to, air quality issues, timeliness of services, Lessor performance and/or non-compliance.

Tenant Agency will determine the Point-of-Contact (POC) for each leased space. The Tenant Agency POC will maintain communication between the Tenant Agency employees and AS/SBD. If AS/SBD receives a concern from an employee other than the Tenant Agency POC, AS/SBD will forward such concern to the Tenant Agency POC. Tenant Agency POC will be provided updates on a timely basis.

Untimely Services

When addressing issues related to snow or trash removal, lawn care, janitorial supplies/services and other lease related services, AS/SBD allows the Lessor or responsible party 24-hours from the time of the reported event to correct the deficiency or as provided for in the Lease. Tenant Agency POC will be provided updates on a timely basis.

Lessor Provided Services

In the event the Lessor fails to provide services included in the Lease, AS/SBD will take the appropriate action, such as a phone call or letter to notify Lessor of the performance deficiency and request a schedule for deficiency correction. Tenant Agency POC will be provided updates on a timely basis.

Tenant Provided Services

If the event the Tenant Agency pays for the service, the responsibility for remediation is that of the Tenant Agency, i.e., notify the service provider of the unsatisfactory service. AS/SBD is available to assist, if needed.

Emergencies

In the event of an emergency maintenance issue such as a leaky roof or any other event that prevents the Tenant Agency from conducting its business in the premises, the Tenant Agency POC has authorization to immediately inform the Lessor. The Tenant Agency POC will inform AS/SBD at his/her earliest opportunity. AS/SBD will follow up with a phone call and a letter to the Lessor to ensure an appropriate action and reasonable timeline for completion.

Default Remedies

The following default provisions in the State's standard lease form provide guidance on addressing issues of non-compliance:

> "Lessee may terminate this Lease, in whole or in part, if Lessor fails to perform its obligations under this Lease in a timely and proper manner. Lessee may, by providing a written notice of default to Lessor, allow Lessor to cure a failure or breach of this Lease within a period of thirty (30) days. Allowing Lessor time to cure a failure or breach of contract does not waive Lessee's right to immediately terminate this Lease for the same or different contract breach which may occur at a different time."
>
> "In the event Lessor fails or refuses to comply with any requirements of the Lease within thirty (30) days of the event giving rise to the requirement or in the event of an emergency constituting a hazard to the health or safety of the Lessee's and/or Tenant Agency's employees, property, or invitees, the Lessee and/or Tenant Agency may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the Lessee and/or Tenant Agency may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder."

***

Although the State has had a lot of success with commercial leases, there are those rare cases where service is less than acceptable. Tenant Agency is asked if they're prepared for the next step, which is to terminate the agreement.

If the Lessor doesn't comply within the notice time, is the agency prepared to move? Is the agency prepared to take on some extra expenses in exchange for credit to rent?

For further assistance in addressing leasing complaints, please contact your AS/SBD.

Process - Tenant Improvements

Addressing anticipated improvements at the beginning of a lease is a part of the RFP process. AS/SBD will include in the specifications, maintenance requirements, future lease space needs, i.e. carpet replacement and new paint.

When an existing lease comes up for renewal, the Tenant Agency has an opportunity to request improvements to their lease space. AS/SBD shall negotiate the terms of the improvements. Tenant Agency shall have final approval.

Identifying Improvements

Before AS/SBD negotiates the tenant improvements, Tenant Agency develops an improvements list in priority order.

Payment Options

Lessor shall provide AS/SBD with a cost for improvements not included in the lease agreement. Typical payment options for these items are: (1) Tenant Agency shall pay a lump sum amount for the improvements at the time of completion and acceptance of the improvements, or (2) pay an increased rental rate to cover the cost of improvements or (3) Lessor shall provide improvements at no cost to the Tenant Agency.

Tenant Agency authorizes the necessary improvements and provides AS/SBD with the funding source, if funding will be required.

Lease Addendum

AS/SBD shall execute a mutually agreed upon lease addendum. The addendum shall be approved by the Tenant Agency Budget Analyst and the AS/Director. The final approved Tenant Improvement list is attached as an exhibit with a floor plan showing the location of the Tenant Improvements, signed and approved by AS/SBD and Tenant Agency.

Section IV. Statutes, Rules and Regulations

18-1737. Handicapped or disabled persons; offstreet parking facility; onstreet parking; designation; removal of unauthorized vehicle; penalty; state agency, defined.

(1) Any city or village, any state agency, and any person in lawful possession of any offstreet parking facility may designate stalls or spaces, including access aisles, in such facility owned or operated by the city, village, state agency, or person for the exclusive use of handicapped or disabled persons whose motor vehicles display the distinguishing license plates issued to such individuals pursuant to section 60-3,113, such other handicapped or disabled persons or temporarily handicapped or disabled persons, as certified by the city or village, whose motor vehicles display the permit specified in section 18-1739, and such other motor vehicles, as certified by the city or village, which display such permit. Such designation shall be made by posting aboveground and immediately adjacent to and visible from each stall or space, including access aisles, a sign which is in conformance with the Manual on Uniform Traffic Control Devices adopted pursuant to section 60-6,118 and the federal Americans with Disabilities Act of 1990 and the federal rules and regulations adopted and promulgated in response to the act, as the act and the rules and regulations existed on May 31, 2001.

(2) The owner or person in lawful possession of an offstreet parking facility, after notifying the police or sheriff's department, as the case may be, and any city, village, or state agency providing onstreet parking or owning, operating, or providing an offstreet parking facility may cause the removal, from a stall or space, including access aisles, designated exclusively for handicapped or disabled persons or temporarily handicapped or disabled persons or motor vehicles for the transportation of handicapped or disabled persons or temporarily handicapped or disabled persons, of any vehicle not displaying the proper permit or the distinguishing license plates specified in this section if there is posted aboveground and immediately adjacent to and visible from such stall or space, including access aisles, a sign which clearly and conspicuously states the area so designated as a tow-in zone.

(3) A person who parks a vehicle in any onstreet parking space or access aisle which has been designated exclusively for handicapped or disabled persons or temporarily handicapped or disabled persons or motor vehicles for the transportation of handicapped or disabled persons or temporarily handicapped or disabled persons, or in any so exclusively designated parking space or access aisle in any offstreet parking facility, without properly displaying the proper permit or when the handicapped or disabled person to whom or for whom, as the case may be, the license plate or permit is issued will not enter or exit the vehicle while it is parked in the designated space or access aisle shall be guilty of a handicapped parking infraction as defined in section 18-1741.01 and shall be subject to the penalties and procedures set forth in sections 18-1741.01 to 18-1741.07. The display on a motor vehicle of a distinguishing license plate or permit issued to a handicapped or disabled person by and under the duly constituted authority of another state shall constitute a full and complete defense in any action for a handicapped parking infraction as defined in section 18-1741.01. If the identity of the person who parked the vehicle in violation of this section cannot be readily determined, the owner or person in whose name the vehicle is registered shall be held prima facie responsible for such violation and shall be guilty and subject to the penalties and procedures described in this section. In the case of a privately owned offstreet parking facility, a city or village shall not require the owner or person in lawful possession of such facility to inform the city or village of a violation of this section prior to the city or village issuing the violator a handicapped parking infraction citation.

(4) For purposes of this section and section 18-1741.01, state agency means any division, department, board, bureau, commission, or agency of the State of Nebraska created by the Constitution of Nebraska or established by act of the Legislature, including the University of Nebraska and the Nebraska state colleges, when the entity owns, leases, controls, or manages property which includes offstreet parking facilities.

Source

Laws 1977, LB 13, § 2;
Laws 1979, LB 146, § 2;
Laws 1980, LB 717, § 3;
Laws 1987, LB 598, § 2;
Laws 1991, LB 113, § 1;
Laws 1992, LB 933, § 1;
Laws 1993, LB 370, § 4;
Laws 1993, LB 632, § 8;
Laws 1995, LB 593, § 2;
Laws 1996, LB 1211, § 2;
Laws 1998, LB 299, § 2;
Laws 2001, LB 809, § 2;
Laws 2005, LB 274, § 226.

73-101. Public lettings; how conducted.

Whenever the State of Nebraska, or any department or any agency thereof, any county board, county clerk, county highway superintendent, the mayor and city council or commissioner of any municipality, any entity created pursuant to the Interlocal Cooperation Act or the Joint Public Agency Act, or the officers of any school district, township, or other governmental subdivision, shall advertise for bids in pursuance of any statutes of the State of Nebraska, on any road contract work or any public improvements work, or for supplies, construction, repairs, and improvements, and in all other cases where bids for supplies or work, of any character whatsoever, are received for the various departments and agencies of the state, and other subdivisions and agencies enumerated in this section, they shall fix not only the day upon which such bids shall be returned, received, or opened, as provided by other statutes, but shall also fix the hour at which such bids shall close, or be received or opened, and they shall also provide that such bids shall be immediately and simultaneously opened in the presence of the bidders, or representatives of the bidders, when the hour is reached for the bids to close. If bids are being opened on more than one contract, the officials having in charge the opening of such bids may, if they deem it advisable, award each contract as the bids are opened.

Source

Laws 1923, c. 131, § 1, p. 324;
C.S.1929, § 73-101;
Laws 1935, c. 145, § 1, p. 539;
C.S.Supp.,1941, § 73-101;
R.S.1943, § 73-101;
Laws 1959, c. 181, § 18, p. 662;
Laws 1999, LB 87, § 84.

Cross References

Interlocal Cooperation Act, see section 13-801.
Joint Public Agency Act, see section 13-2501.

Annotations

City ordinance requiring payment of minimum wage on public contracts did not implement statute. Philson v. City of Omaha, 167 Neb. 360, 93 N.W.2d 13 (1958).

81-1108.15 State building division; functions and responsibilities; facilities planning, construction, and administration.
(1) Except as provided in the Nebraska State Capitol Preservation and Restoration Act, the division shall have the primary functions and responsibilities of statewide facilities planning, facilities construction, and facilities administration and shall adopt and promulgate rules and regulations to carry out this Chapter.

(2) Facilities planning shall include the following responsibilities and duties:
(a) To maintain utilization records of all state-owned, state-occupied, and vacant facilities;
(b) To coordinate comprehensive capital facilities planning;
(c) To define and review program statements based on space utilization standards;
(d) To prepare or review planning and construction documents;
(e) To develop and maintain time-cost schedules for capital construction projects;
(f) To assist the Governor and the Legislative Fiscal Analyst in the preparation of the capital construction budget recommendations;
(g) To maintain a complete inventory of all state-owned, state-occupied, and vacant sites and structures and to review the proposals for naming such sites and structures;
(h) To determine space needs of all state agencies and establish space-allocation standards; and
(i) To cause a state comprehensive capital facilities plan to be developed.

(3) Facilities construction shall include the following powers and duties:
(a) To maintain close contact with and inspections of each project so as to assure execution of time-cost schedules and efficient contract performance if such project's total design and construction cost is more than fifty thousand dollars;
(b) To perform final acceptance inspections and evaluations; and
(c) To coordinate all change or modification orders and progress payment orders.

(4) Facilities administration shall include the following powers and duties:
(a) To serve as state leasing administrator or agent for all facilities to be leased for use by the state and for all state-owned facilities to be rented to state agencies or other parties subject to section 81-1108.22. The division shall remit the proceeds from any rentals of state-owned facilities to the State Treasurer for credit to the State Building Revolving Fund and the State Building Renewal Assessment Fund;
(b) To provide all maintenance, repairs, custodial duties, security, and administration for all buildings and grounds owned or leased by the State of Nebraska except as provided in subsections (5) and (6) of this Chapter;
(c) To be responsible for adequate parking and the designation of parking stalls or spaces, including access aisles, in off-street parking facilities for the exclusive use of handicapped or disabled or temporarily handicapped or disabled persons pursuant to section 18-1737;
(d) To ensure that all state-owned, state-occupied, and vacant facilities are maintained or utilized to their maximum capacity or to dispose of such facilities through lease, sale, or demolition;
(e) To report annually to the Appropriations Committee of the Legislature and the Committee on Building Maintenance regarding the amount of property leased by the state and the availability of state-owned property for the needs of state agencies;
(f) To report monthly time-cost data on projects to the Governor and the Clerk of the Legislature;
(g) To administer the State Emergency Capital Construction Contingency Fund;
(h) To submit status reports to the Governor and the Legislative Fiscal Analyst after each quarter of a construction project is completed detailing change orders and expenditures to date. Such reports shall be required on all projects costing five hundred thousand dollars or more and on such other projects as may be designated by the division; and
(i) To submit a final report on each project to the Governor and the Legislative Fiscal Analyst. Such report shall include, but not be limited to, a comparison of final costs and appropriations made for the project, change

orders, and modifications and whether the construction complied with the related approved program statement. Such reports shall be required on all projects costing five hundred thousand dollars or more and on such other projects as may be designated by the division.

(5) Subdivisions (4)(b), (c), and (d) of this Chapter shall not apply to (a) state-owned facilities to be rented to state agencies or other parties by the University of Nebraska, the Nebraska state colleges, the Department of Aeronautics, the Department of Roads, and the Board of Educational Lands and Funds, (b) buildings and grounds owned or leased for use by the University of Nebraska, the Nebraska state colleges, and the Board of Educational Lands and Funds, (c) buildings and grounds owned, leased, or operated by the Department of Correctional Services, (d) facilities to be leased for nonoffice use by the Department of Roads, (e) buildings or grounds owned or leased by the Game and Parks Commission if the application of such subdivisions to the buildings or grounds would result in ineligibility for or repayment of federal funding, (f) buildings or grounds of the state park system, state recreation areas, state historical parks, state wildlife management areas, or state recreational trails, or (g) other buildings or grounds owned or leased by the State of Nebraska which are specifically exempted by the division because the application of such subdivisions would result in the ineligibility for federal funding or would result in hardship on an agency, board, or commission due to other exceptional or unusual circumstances, except that nothing in this subdivision shall prohibit the assessment of building rental depreciation charges to tenants of facilities owned by the state and under the direct control and maintenance of the division.

(6) Security for all buildings and grounds owned or leased by the State of Nebraska in Lincoln, Nebraska, except the buildings and grounds described in subsection (5) of this Chapter, shall be the responsibility of the Nebraska State Patrol. The Nebraska State Patrol shall consult with the Governor, the Chief Justice, the Executive Board of the Legislative Council, and the State Capitol Administrator regarding security policy within the State Capitol and capitol grounds.

(7) Each member of the Legislature shall receive a copy of the reports required by subdivisions (4)(f), (h), and (i) of this Chapter by making a request for them to the State Building Administrator. The information on such reports shall be submitted to the division by the agency responsible for the project.

Source Laws 1974, LB 1048, § 6; Laws 1976, LB 1006, § 9; Laws 1979, LB 322, § 47; Laws 1981, LB 381, § 19; Laws 1987, LB 32, § 2; Laws 1992, LB 1241, § 21; Laws 1995, LB 530, § 5; Laws 1998, LB 299, § 4; Laws 2000, LB 1216, § 25; Laws 2001, LB 666, § 2; Laws 2001, LB 809, § 10; Laws 2004, LB 439, § 18; Laws 2004, LB 1092, § 8.

Cross Reference

Nebraska State Capitol Preservation and Restoration Act, see section 72-2201.

81-1108.16 State Building Administrator; review program statements and contracts; file reports; contents; lease; approval of Department of Administrative Services.
(1) The administrator shall review program statements and contracts and file a written report on each program statement and contract reviewed pursuant to the provisions of section 81-1108.41. Such administrator shall file subsequent reviews and reports upon completion of the planning or design phase of the project indicating the compatibility of the project with capital construction plans, probable cost of the project, accepted cost standard, and the relationship of the project to the state comprehensive capital facilities plan and to other agency or departmental capital facilities pursuant to the provisions of section 81-1108.41.

(2) No contract for the leasing of real property shall be awarded without the approval of the Department of Administrative Services, and no such contract shall be awarded if:
(a) There is state-owned property which is adequate or which through cost-effective renovation, as determined by the division, could be made adequate to meet the using agency's needs; or
(b) It has not been arranged through the bidding process provided in rules and regulations adopted by the division. The rules and regulations shall be in accordance with sections 73-101, 81-1108.55, and 81-1108.56 and shall be otherwise consistent with sections 81-145 to 81-162 to the greatest extent possible.
All contracts for purchases or leases shall be open to inspection by the Legislature during normal business hours.

Source Laws 1974, LB 1048, § 7; Laws 1975, LB 359, § 12; Laws 1979, LB 322, § 48; Laws 1981, LB 381, § 20; Laws 1992, LB 1241, § 22; Laws 1995, LB 530, § 6.

81-1108.22 State building division; responsibility; office space outside the State Capitol; rental; approval; required; lease contract; filed; administrator; duties; State Building Revolving Fund; created; use; investment; applicability of section, when.

(1) The division shall have the responsibility of providing office space in leased and state-owned buildings in the proximity of the State Capitol and in other locations.

(2) When any board, agency, commission, or department of the state government not otherwise specifically authorized by law desires to use funds available for the purpose of renting office space outside of the State Capitol, it shall submit a request to the Director of Administrative Services. If the director approves the lease, the terms and location shall be approved by the director and the administrator in writing and the leases shall be entered into and administered by the administrator on behalf of the board, agency, commission, or department. A copy of all such lease contracts shall be kept on file by the state building division and shall be open to inspection by the Legislature and the public during normal business hours.

(3)(a) The administrator shall develop a system of charges to cover basic rental, maintenance, renovations, and operation of such leased and owned properties. The charges to state agencies, boards, commissions, or departments of state government shall be paid from funds available for the purpose of renting space on a regular basis and placed, as applicable, in the State Building Revolving Fund and the State Building Renewal Assessment Fund. The administrator shall make payments for basic rentals, renovations, and maintenance and operational costs of all leased and owned buildings from the State Building Revolving Fund except for expenses relating to security provided by the Nebraska State Patrol as provided in subdivision (b) of this subsection.

(b) The State Building Revolving Fund is created. The fund shall be administered by the administrator. The fund shall consist of rental charges and other receipts collected pursuant to contractual agreements between the state building division and other entities as authorized by law. The fund shall only be used to support the operation of the state building division as provided by law, except that the Legislature shall make fund transfers each fiscal year through the budget process from the State Building Revolving Fund to the Capitol Security Revolving Fund to help pay non-general-fund costs associated with the operation of the state capitol security division of the Nebraska State Patrol. Any money in the State Building Revolving Fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

(4) The charges for such leased and owned properties shall only be adjusted by the administrator on July 1. Prior to any adjustment in the system of charges, the Department of Administrative Services, on or before December 1 of the year preceding the effective date of such adjustment, shall provide written notification to the Committee on Building Maintenance, the Clerk of the Legislature, and the Legislative Fiscal Analyst of the proposed adjustment to the system of charges.

(5) Commencing on April 18, 1992, all leases of real property entered into by any state agency, board, commission, or department shall be subject to this section. Leases held by a state agency, board, commission, or department on such date shall be valid until the lease contract is terminated or is subject to renewal. The division shall monitor all such leases and determine when the lease is subject to renewal. Once the determination is made, the division shall cancel the lease as of the renewal date and shall treat the need of the agency, board, commission, or department as an original request for space and subject to this section. This subsection shall not apply to (a) state-owned facilities to be rented to state agencies or other parties by the University of Nebraska, the Nebraska state colleges, the Department of Aeronautics, the Department of Roads, and the Board of Educational Lands and Funds, (b) facilities to be leased for use by the University of Nebraska, the Nebraska state colleges, and the Board of Educational Lands and Funds, (c) facilities to be leased for nonoffice use by the Department of Roads, or (d) facilities controlled by the State Department of Education, which were formerly controlled by the Nebraska School for the Visually Handicapped, to be rented to state agencies or other parties by the department.

Source Laws 1961, c. 353, § 1, p. 1113; Laws 1963, c. 421, § 1, p. 1347; R.R.S.1943, § 72-701.08; Laws 1974, LB 1048, § 13; Laws 1975, LB 359, § 13; Laws 1979, LB 576, § 5; Laws 1992, LB 1241, § 23; Laws 1995, LB 530, § 11; Laws 1998, LB 1100, § 22; Laws 1999, LB 813, § 57; Laws 2004, LB 439, § 22; Laws 2004, LB 1092, § 9; Laws 2007, LB322, § 26.

81-1108.55 Competitive bids; award to lowest responsible bidder; elements considered; procurement reports.

All purchases, leases, or contracts which by law are required to be based on competitive bids pursuant to section 81-1108.16 shall be made to the lowest responsible bidder, taking into consideration the best interests of the state, the quality or performance of the property proposed to be supplied, its conformity with specifications, the purposes for which required, and the times of delivery. In determining the lowest responsible bidder, in addition to price, the following elements shall be given consideration:

(1) The ability, capacity, and skill of the bidder to perform the contract required;

(2) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

(3) Whether the bidder can perform the contract within the time specified;

(4) The quality of performance of previous contracts;

(5) The previous and existing compliance by the bidder with laws relating to the contract;

(6) The life-cost of the property in relation to the purchase price and specific use of the item;

(7) The performance of the property, taking into consideration any commonly accepted tests and standards of product usability and user requirements;

(8) Energy efficiency ratio as stated by the bidder for alternative choices of appliances or equipment;

(9) The information furnished by each bidder, when deemed applicable by the State Building Administrator, concerning life-cycle costs between alternatives for all classes of equipment, evidence of expected life, repair and maintenance costs, and energy consumption on a per-year basis; and

(10) Such other information as may be secured having a bearing on the decision to award the contract.

Reports regarding procurements made pursuant to this section shall be provided to the State Energy Office. Such reports shall be in the form and contain such information as the State Energy Office may require.

All political subdivisions may follow the procurement principles set forth in this section if they are deemed applicable by the official authorized to make purchases for such political subdivision.

Source Laws 1992, LB 1241, § 25.

81-1108.56 State building division or employee; financial or beneficial personal interest forbidden; gifts and rebates prohibited; violations; penalty.

Neither the state building division nor any employee under its direction shall be financially interested, or have any beneficial personal interest, directly or indirectly, in the purchase or leasing of any real property nor in any firm, partnership, limited liability company, corporation, or association furnishing real property. No such person shall receive or accept directly or indirectly from any person, firm, limited liability company, or corporation submitting any bid or to whom a contract may be awarded, by rebate, gift, or otherwise, any money or other thing of value whatsoever, or any promise, obligation, or contract for future reward, or compensation. Any person who violates the provisions of this section shall be guilty of a Class IV felony and shall be subject to forfeiture of his or her office or position.

Source Laws 1992, LB 1241, § 26; Laws 1993, LB 121, § 537.

81-1108.57 Centralization and coordination of real property; legislative intent.
It is the intent of the Legislature to centralize and coordinate the real property resources owned and leased by the state. Currently many state buildings are left vacant by agencies as new leases are signed and agencies' missions change. Without centralized authority and expertise to allocate, maintain, and renovate current buildings, the state will continue to lease more space from outside sources, thus increasing state expenditures. To facilitate the goal of centralized authority, the changes proposed by Laws 1992, LB 1241, are required.

Source Laws 1992, LB 1241, § 1.

81-1118.03 Personal property; purchase or lease; approval; solicitation by Department of Administrative Services; duties.

Notwithstanding any other provision of law, all contracts for or leases of personal property shall be subject to the following conditions:

(1) No purchase or lease of property shall be approved until a solicitation for purchase or lease has been made by the Department of Administrative Services. Such solicitation shall be in the form of a public notice of the proposed purchase or lease and a general description of the personal property needed in a paper of general circulation in the area where the agency will be operating or by any other method approved by the materiel administrator;

(2) The Department of Administrative Services shall be the sole and final authority on purchases and leases of personal property by a using agency. In any case when the approval of the Governor is required, the Governor may, in his or her discretion, confer complete authority upon the Department of Administrative Services in the review and approval of purchase and lease proposals;

(3) The Department of Administrative Services shall adopt and promulgate rules and regulations to (a) develop and implement purchasing and leasing policies and procedures which shall insure economical and efficient operations of state agencies and (b) carry out the provisions of sections 81-145 to 81-162; and

(4) The Director of Administrative Services shall refuse to issue warrants for the disbursement of any funds in payment of contracts or leases which have not been approved according to law.

Source Laws 1975, LB 359, § 15; Laws 1992, LB 1241, § 28; Laws 2000, LB 654, § 28.

LEGISLATIVE BILL 530
Approved by the Governor June 7, 1995

Introduced by Lynch, 13; Coordsen, 32, Janssen, 15; Vrtiska, 1; Wherbein, 2; Cudaback, 36
AN ACT relating to state buildings and grounds; to amend sections 81-179, 81-186, 81-1107, 81-1108.15 to 81-1108.18, 81-1108.20 to 81-1108.23, 81-1108.41, 81-1108.43, 81-1108.54, 83-134, and 83-916, Reissue Revised Statutes of Nebraska, and section 72-803, Revised Statutes Supplement, 1994; to change provisions relating to performance bonds; to provide for development and use of a state comprehensive capital facilities plan; to provide for a committee; to change provisions relating to capital construction; to change provisions relating to the state building division of the Department of Administrative Services and fees charged for services provided by the division; to change provisions relating to space in the State Capitol; to provide for review of gifts, bequests, or devises; to harmonize provisions; and to repeal the original sections.

Be it enacted by the people of the State of Nebraska…(paraphrased as it relates to Memorandum of Understanding, Section V. Forms)

…Sec. 2. Section 81-179 Reissue Revised Statutes of Nebraska, is amended to read:

81-179. There is hereby created under the control of the Governor, for allocation to building renewal projects of the various agencies, a fund to be known as the Building Renewal Allocation Fund. The fund shall contain the revenue from fees as provided in section 81-1108.17 and such money as is appropriated by the Legislature. Such appropriation is declared to consist of building renewal funds which shall be kept separate and distinct from the program continuation funds and project construction funds. Separate subfunds, subprograms, projects, or accounts shall be established to separately account for any expenditures on state buildings or facilities to comply with the federal Americans with Disabilities Act of 1990. A minimal amount of the funds contained in the subfunds, subprograms, projects, or accounts may be used for planning and evaluation of buildings and facilities. The budget division of the Department of Administrative Services may administratively transfer funds to appropriate accounting entities to correctly account for the operating expenditures. A separate fund, cash fund, project, or other account may be administratively established for such purpose. Any money in the Building Renewal Allocation Fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act….”

TITLE 7, NEBRASKA ADMINISTRATIVE CODE, CHAPTER 2

DEPARTMENT of ADMINISTRATIVE SERVICES
STATE BUILDING DIVISION

RULES AND REGULATIONS ON
LEASING PRIVATELY OWNED REAL PROPERTY

Department of Administrative Services
State Building Division
The Executive, Suite 500
521 South 14th Street
Lincoln, NE 68508-2707

NEBRASKA ADMINISTRATIVE CODE
TITLE 7, NEBRASKA ADMINISTRATIVE CODE, CHAPTER 2

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NEBRASKA ADMINISTRATIVE CODE

LAST ISSUE DATE: **September 11, 1990**

Title 7 **DEPARTMENT OF ADMINISTRATIVE SERVICES**

Chapter 2 **LEASING PRIVATELY OWNED REAL PROPERTY**

001 Rules and Regulations governing the leasing of privately owned real property. Under authority of and in compliance with Sections 81.161 through 81.161.01, 81.1108.15, 81.1108.16, 81.1108.17, 81.1108.22, 81.1108.55, 81.1108.56, and 81.1108.57, Reissue Revised Statutes of Nebraska, the following rules and regulations are prescribed by the Department of Administrative Services and are *effective from December 1, 2004* until revoked or amended. These procedures shall be used as a guideline by all Agencies, Boards or Commissions (herein referred to as "Agency") when requesting the leasing of real property unless specifically exempted by statute.

001.01 The agency seeking space shall submit a detailed Leasing Requisition for Real Property, incorporated herein by this reference and available from the Department of Administrative Services, State Building Division, to the State Building Division for the space desired. The requisition shall include all general information and any specific requirements necessary to locate and obtain space suitable to the needs of the requesting agency. Space needs shall be based on space guidelines developed by the State Building Division, incorporated herein by this reference and available from the State Building Division. The information submitted to State Building Division shall include, but is not limited to the following items:

001.01A An explanation of the circumstances that have caused the need for this space (i.e. federal grant, legislative bill, program, expansion, etc.).

001.01B An explanation of what the proposed space is to be used for storage, office, lab, etc.) and the proposed location.

001.01C An explanation of how this space will fit into the requesting agency's present plan of operation. (Expand existing office, new office location, regional or district office, etc.).

001.01D A statement certifying that funds are available in the requesting agency's budget to support the proposed lease and any related costs. Indicate fund(s) and program(s) used to support lease total cost.

001.01E A listing of special needs or requirements (i.e. plumbing, electrical, mechanical, voice/data/fax links, etc.).

001.01F Explanation of any other relevant information or justification for space desired.

002 The State Building Division will review the Leasing Requisition for Real Property. Based on the information received, the State Building Division will determine if the request is valid; if so, the State Building Division will proceed with obtaining approval from the Director of the Department of Administrative Services to proceed with procuring the requested space, either State-owned, government owned or privately owned.

003 Upon approval by the Director of the Department of Administrative Services and after determining that all statutory requirements have been met, the State Building Division shall, in cooperation with the requesting agency and based on space guidelines, prepare the necessary detailed specifications for a Request for Proposals (RFP) and arrange for a public notice to be made in a paper of general circulation in the area where the proposed space is desired or required.

003.01 The public notice shall contain the following:

003.01A A general description of the property desired.

003.01B Instructions on how to obtain a Request for Proposals packet.

003.01C The time and place proposals are to be opened.

003.01D Contact for alternate Request for Proposals packet format. The Public Notice shall be published at least one time, no less than fifteen days, prior to the deadline established for the receipt of proposals, in a paper of general circulation in the area where the proposed space is desired. Attendance by all interested vendors, at a pre-proposal meeting may be mandatory depending on the type of space desired. This will be stated in the Request for Proposals packet.

004 All Requests for Proposals shall specify utilization of the standard property lease agreement for the State of Nebraska, incorporated herein by this reference, (the State's current lease agreement will be included in the RFP packet and is available from the State Building Division). The Department of Administrative Services, State Building Division will be the Lessee and the requesting agency will be the Tenant Agency on all leases. An addendum or attachment may be submitted with the State's standard lease agreement outlining specific conditions and/or requirements of the proposal; however, acceptance of the addendum or attachment will be contingent upon the approval of the State Building Division, Tenant Agency, and legal counsel for the Department of Administrative Services. All leases MUST contain the clause '...if sufficient appropriated funds are not available to the Lessee and/or Tenant Agency for the purpose of paying necessary operating expenses including rentals on the premises, this lease shall terminate at the election in writing of either party hereto. If at any time it appears that appropriations will be depleted in the future, or not sufficient to pay necessary operating expenses of the Lessee and/or Tenant Agency including rentals hereunder, notice of such fact and the estimated date of depletion shall be given promptly to Lessor. If only a portion of the funds sufficient to pay the necessary operating expenses of the Lessee and/or Tenant Agency including rentals hereunder are appropriated, the lease may be kept in force with a prorated share of the space and corresponding rental decreased. Any such reduction shall be agreed upon by Lessor, Lessee and Tenant Agency. Also required in each lease is a cost breakdown by cost per square foot, total square feet (storage, office, common area, service area, lab, etc.) and total annual cost. Additional lease costs must be stated in the lease agreement (i.e. utilities, janitorial, parking, snow removal, trash removal, lawn care, pest control, etc.).

005 The State Building Division will be responsible for opening sealed bids and preparing a bid summary for use by the requesting agency. The bid summary and a copy of all proposals received will be given to the requesting agency. If site inspections of all or some of the proposed spaces are necessary, the State Building Division will coordinate these inspections. A representative from the State Building Division shall be included in all site inspections of all spaces proposed. After a review of all proposals and site inspections by the requesting agency and the State Building Division, a written recommendation by the requesting agency will be made to the State Building Division specifying the most acceptable proposal and corresponding justification for that recommendation. This recommendation shall be made in accordance with the evaluation criteria developed by

the requesting agency and included as a part of the Request for Proposals packet as well as statutory provisions which specify the criteria to be considered in determining the contract award which is determined to be in the best interest of the State of Nebraska (Section 81-161, Reissue Revised Statutes of Nebraska, 1943.) The Department of Administrative Services will be the final authority on the proposal selection and award of contract.

006 Upon approval by the Director of the Department of Administrative Services and the State Building Division of the agency's recommendation of contract award, the State Building Division will proceed in finalizing a lease agreement with the successful vendor (Lessor) based on the bid specifications and bid proposal. Copies of the lease agreement will be sent to the Lessor for review and signature(s) and then returned to the State Building Division for final review and approval by the State Building Division, verification from the Budget Division as to the availability of sufficient agency appropriations to fund the lease and approval and signature by the Director of the Department of Administrative Services. Once all reviews, approvals and signatures have been obtained, the State Building Division will return one fully executed copy of the lease agreement to the Lessor and prepare a Space Allocation Agreement between the Lessee and the Tenant Agency. The Space Allocation Agreement is a binding agreement between the Tenant Agency and the State Building Division guaranteeing reimbursement by the Tenant Agency to Lessee for all rentals and associated lease costs paid to Lessor by the Lessee. A copy of the lease agreement will be attached to the Space Allocation Agreement. The proposed lease agreement shall not take effect until executed by all required parties and the premises are ready for full legal occupancy.

007 If a lease agreement cannot be successfully executed between the State Building Division and the Lessor, a new Request for Proposals may be issued.

008 These rules and regulations shall apply either wholly or in part to all State Agencies, Boards and Commissions in the following situations:

008.01 When obtaining new space, these rules and regulations, in their entirety, may not apply if the proposed lease cost is less than $2,500.00 per year and/or not more than 1,000 square feet of space provided the State Building Division determines that the cost per square foot is in line with the current prevailing rental rates in the area.

008.02 When an existing lease containing a renewal option is to be exercised with the same terms and conditions; and if it is determined by the Lessee and/or the Tenant Agency that this extension is in the best interest of the State, the Lessee shall begin the lease extension process with the Lessor. A copy of the correspondence or the fully executed addendum exercising such option shall be sent to the Tenant Agency by the State Building Division along with a revised Space Allocation Agreement.

008.03 When an existing lease does not contain specific language for lease extension and the Lessee and Tenant Agency determine an extension would be in the best interest of the State, the State Building Division, in cooperation with the Tenant Agency will initiate lease extension negotiations with the Lessor. A copy of the correspondence or the fully executed addendum will be sent to the Tenant Agency along with a revised Space Allocation Agreement.

008.04 When an existing lease is to be altered to reflect a change in cost, square footage or any other terms and/or conditions, upon approval by the Lessor, Lessee and Tenant Agency, the revised lease or addendum shall be submitted to the Lessor by the State Building Division for approval. When the lease or addendum is fully executed, the

State Building Division will provide the Tenant Agency with a copy of the lease or addendum and a revised Space Allocation Agreement reflecting any changes made in the lease.

008.05 When an existing lease and all renewal options are about to expire and the Tenant Agency and the Lessor desire to negotiate an extension of the lease, the State Building Division will determine if negotiations to extend the current lease term or if a formal Request for Proposals is in the best interest of the State.

008.06 If an agency feels they have a special situation not covered in these rules and regulations or have legitimate reasons why the formal bid process should be waived, explanation of the situation and the particular request shall be submitted to the State Building Division for review and approval by the Director of the Department of Administrative Services.

009 When space is available in a facility owned by a political subdivision and this site would meet the space requirements of the Tenant Agency, the formal Request for Proposals process may be waived and direct negotiations by the State Building Division with the facility owner/manager may be initiated to meet specific space needs.

010 A grievance and protest procedure, incorporated herein by this reference, is available by contacting the State Building Division. A grievance or protest must be filed by a vendor within ten (10) days after notification of intent to award a lease contract.

011 The State Building Division will provide the Appropriations Committee and the Committee on Building Maintenance a report on the amount of property leased by the State and the availability of State-owned property for the needs of State agencies on an annual basis.

NEBRASKA
Administrative Services
State Building Division

Section V. Forms

State of Nebraska
Administrative Services - State Building Division

Leasing Requisition

Date Submitted: **Requesting Agency:**

Agency Contact: **Phone:**

Move-In Goal Date: **Rent Payment Business Unit:**

Please mark **one** of the following:

☐ **Relocation*** **(moving from one location to another)**	**Square Feet Currently Leased:** **Square Feet Requested:** **City:**
☐ **New Space**	**Square Feet Requested:** **City:**
☐ **Expansion to Current Space**	**Square Feet Currently Leased:** **Additional Square Feet Requested:** **City:**

Explain the circumstances that have caused the need for this space (i.e. federal grant, legislative bill, program expansion, etc.) **Please attach documentation supporting this request.**

Indicate fund(s) and program(s) used to support the cost of this proposed space.

Other relevant information or justification

Description of Space Required
(If additional rows are needed, please attach a separate sheet)

Room Type (office, receptionist, break room, etc.)	Qty.		Sq Ft		Total SF
		@		=	
		@		=	
		@		=	
		@		=	
		@		=	
		@		=	
		@		=	
Subtotal Useable Square Footage					
Estimated Circulation @ %					
GRAND TOTAL					

***If a request for a RELOCATION, please provide the following information about your current lease:**

Current Monthly Rental Payment $ /mo **Full Service?** Yes ☐ No ☐

If not full service, what additional costs are the agency's responsibility?

☐ **Parking**	$	/mo.	☐ **Lawn Care**	$	/mo.
☐ **Janitorial**	$	/mo.	☐ **Snow Removal**	$	/mo.
☐ **Electric**	$	/mo.	☐ **Maintenance**	$	/mo.
☐ **Gas**	$	/mo.	☐ **Remodeling**	$	/mo.
☐ **Sewer/Water**	$	/mo.	☐ **CAM Charges****	$	/mo.
☐ **Trash Removal**	$	/mo.			

**CAM includes any combination of the above services and is paid to the Lessor separate from rent.

Explain the circumstances that have caused the need for this space, i.e. federal grant, legislative bill, program expansion, etc. Please attach documentation supporting this request.

Provide name of fund(s) and program(s) used to support the cost of this proposed space.

Please confirm funds availability for the rental increase. Yes ☐ No ☐

Provide Business Unit for rental expense.

Please identify the maximum monthly increase **$** /mo.

Other relevant information or justification

APPROVED:

_____ _____

Agency Director's Signature **Date**

Administrative Services/State Building Division

REQUEST FOR APPROVAL

DATE:

TO: Carlos Castillo, Jr., Director
Administrative Services

FROM:
AS/State Building Division

RE: Tenant Agency:
Request for ☐ *New* ☐ *Additional* Space at:
Street Address
City Zip Code
Our Contract No. CA

DESCRIPTION OF AGENCY REQUEST:

Year	No. of FTE	Total Sq. Ft.	Sq. Ft. per FTE

AGENCY FISCAL IMPACT:

***STATE BUILDING DIVISON SUMMARY*:**
This agency request meets our minimum standards for office space per the State Building Division Leasing Rules & Regulations. The SBD recommends moving forward to . If approved, AS/SBD will work with the Lessor and Tenant Agency to negotiate the following items: (1) rate per square foot; (2) additional build outs; and (3) term of the lease (years).

LEASE AGREEMENT: Recommend Approval YES NO

_____ _____
Rodney Anderson, Administrator Date
AS/State Building Division

STATE BUDGET OFFICE REVIEW:
Included in Agency Budget Request YES NO _____

Included in Legislative Appropriation YES NO _____

Recommend Approval YES NO _____

COMMENTS: _____

_____

_____ _____
, Budget Analyst Date
AS/Budget Office

ADMINISTRATIVE SERVICES DIRECTOR REVIEW AND APPROVAL:
This agency request meets AS/SBD minimum standards for space as per the Leasing Rules and Regulations.

AGENCY REQUEST: (Circle One) Approved Denied

_____ _____
Carlos Castillo, Jr., Director Date
Administrative Services

Administrative Services/State Building Division

SPECIFICATION QUESTIONNAIRE

Basic Criteria

INSTRUCTIONS

Please review the following, which contain both required and optional language. "Fill in the blanks" are also included on this form to address agency specific requirements. Required language is highlighted in the blue boxes. At the bottom of each blue box, you will have an opportunity to address any concerns with the required language or list any suggested changes. Optional language is in red. Please select "Yes" or "No" in boxes above each of these optional sentences and paragraphs. Agency Specific requirements are provided in the form of "fill in the blanks". These are the gray blanks you'll find in both the required and optional language throughout this form. After each section, you will have an opportunity to include any additional information that addresses specific needs pertaining to that section.

I. SCOPE - Introduction

The Agency requires approximately _____ square feet of net useable space depending on the arrangement of specific rooms and other space as specified herein.

The State of Nebraska reserves the rights to reject any or all proposals, wholly or in part, or to waive any technicality in any proposals in order to award the lease contract in a manner deemed in the best interest of the State.

Concerns/Suggested Changes

Other Agency Specific Language Here

The following can be added, do you want it included? **Yes** ☐ **No** ☐

In addition, the ability for future expansion will be considered when selecting a site and awarding the lease contract.

Other Agency Specific Language Here

II. SCOPE – Date of Occupancy

The requesting agency desires that the space be finished and available for occupancy by _____. Rent shall not commence until space is ready for legal occupancy and Lessor has provided proof that all necessary occupancy permits have been obtained by local authorities.

Concerns/Suggested Changes

Other Agency Specific Language Here

III. SCOPE - Location

The following can be added, do you want it included? **Yes** ☐ **No** ☐
The proposed office space must be within the city limits of the city of , Nebraska.

The following can be added, do you want it included? **Yes** ☐ **No** ☐
The requesting agency desires a location that is easily accessible for clients and visitors.

The following can be added, do you want it included? **Yes** ☐ **No** ☐
The building shall be located within blocks of a bus stop useable by tenant agency employees and invitees.

The following can be added, do you want it included? **Yes** ☐ **No** ☐
The proposal shall include a map showing public transportation route(s) to the building.

The following can be added, do you want it included? **Yes** ☐ **No** ☐
Proximity of this space to the named Building or Other Location will be a major consideration of this proposal.

The following can be added, do you want it included? **Yes** ☐ **No** ☐
It is the policy of the State of Nebraska to maintain its agency offices in Downtown Lincoln to the greatest extent possible. The definition of Downtown, as established by the Downtown Lincoln Association includes borders on the east at 17th Street, the north at 'R' Street, the west at 7th Street and the south at 'G' Street (see attached diagram).

The following can be added, do you want it included? **Yes** ☐ **No** ☐
However, if proposals for office, storage or other space needs are made that are less expensive in areas outside of Downtown, the Department of Administrative Services, State Building Division reserves the right to request a waiver of this policy from the Governor.

The following can be added, do you want it included? **Yes** ☐ **No** ☐
Location of the office space is highly desired within the following boundaries: From and To.

The following can be added, do you want it included? **Yes** ☐ **No** ☐
However, the requesting agency will entertain all proposals taking into consideration convenient access to public transportation. _____

INSTRUCTIONS
Now you get to define the parameters for proposal submittals and decide what types of proposals your agency would consider. Please check the appropriate boxes. Definitions are provided to explain each of the following terms. For additional help, please consult your SBD Leasing Coordinator.

I. PROPOSALS – Best and Final Offer ("BAFO")

Bidders are advised to propose their best possible offer(s) at the outset of the process, there is no guarantee that any Bidder will be allowed an opportunity to submit a best and final offer.

If the selection process described in this RFP does not lead to a viable recommendation, Administrative Services, State Building Division (SBD), at its discretion, may request a 'Best and Final Offer', BAFO. The BAFO may include any changes to the original cost proposal.

After reviewing the BAFOs, SBD will evaluate the revised proposals using the original method. If an alteration to the original published evaluation criteria is to be made, such changes in the criteria will be published to all Bidders.

Bidders will NOT be provided any information about other proposals or where the bidders stand in relation to others at any time during the evaluation process.

Concerns/Suggested Changes

Other Agency Specific Language Here

II. PROPOSALS – Services

Any proposal shall list the maintenance of the premises including, but not limited to, general landscaping, sidewalks, building entrances, and parking areas, the roof, exterior walls, exterior doors, exterior windows and corridors of the building, and the building equipment in good repair and tenantable conditions as the Lessor's responsibility. The Lessor shall provide costs and services to maintain and repair plumbing, heating, electrical, air-conditioning and ventilating equipment and fixtures, and consequential damages that result from plumbing, window and roof leaks to the end that all such facilities are kept in good operative condition except in case of damage arising from a willful or negligent act of the Lessee/Tenant Agency and/or their agent, invitee, or employee. Any proposal shall list the responsibility to furnish and replace electrical light bulbs, fluorescent tubes, ballasts and starters and air conditioning and ventilating equipment filters as that of the Lessor's.

Concerns/Suggested Changes

Other Agency Specific Language Here

III. PROPOSALS - Rate Type

Bidders must propose a full service base rental rate. A full service base rental rate includes all customary utility costs, janitorial services/supplies, snow removal, trash removal, pest control, and all maintenance and repair costs and services at no cost to the Lessee/Tenant Agency.

This proposal must also include a flat rental rate that remains constant over the lease term.

The following can be added, do you want it included? **Yes** ☐ **No** ☐

Bidders may provide, in addition to a full service proposal, an alternative NNN base rental rate. A triple net base rental rate lists customary utility costs and janitorial services/supplies as the responsibility of the tenant agency. While, in any case, maintenance (as described above) must be the responsibility of the Lessor, an alternative proposal may suggest a separate CAM charge outside of the base rental rate. CAM charges, or "Common Area Maintenance" is a separate charge to tenants for their share of maintaining a center's common area or shared services and utilities; calculation is based upon taking the tenant's square footage and dividing that by the gross square footage; the resulting number will be the prorated percentage of the CAM the tenant is expected to pay.

The following can be added, do you want it included? **Yes** ☐ **No** ☐

Bidders may provide, in addition to a flat rental rate proposal, an alternative proposal with a lower first year rental rate and set annual increases (a maximum of 4% applied each biennium year thereafter, or capped at 2% per year).

The following can be added, do you want it included? **Yes** ☐ **No** ☐

Bidders may provide, in addition to a flat rental rate proposal, an alternative proposal with COLA Rental Rate Increase. The annual increase effective on July 1 of odd numbered years to coincide with the biennium budget term to the then current rental rate would be adjusted in accordance with the U.S. Consumer Price Index, applied each year of the lease term, and capped at 4% per biennium on such increases.

Other Rate Type Comments Here

IV. OTHER REQUIREMENTS

A. Floor Plan

To demonstrate potential for efficient layout, a one-line floor plan (to-scale) with measurements depicting the proposed space and its location in the building and its ability to provide the necessary office layouts is required. Please indicate location of narrow column spacing, atriums, light wells, or other areas interrupting contiguous spaces; extremely long, narrow runs of space, irregular space configurations, or other unusual building features. This floor plan must also indicate the location of common area restrooms and entrances for the disabled.

Concerns/Suggested Changes

Other Agency Specific Language Here

B. Lease Format

The State of Nebraska's lease format is attached. Any exception to the terms and conditions of this lease format must be explicitly noted and highlighted in the proposal. The lease MUST contain provision that the lease payments are subject to annual appropriations by the Nebraska State Legislature (Paragraph 4. TERMINATION in the attached State of Nebraska lease agreement)

Concerns/Suggested Changes

Other Agency Specific Language Here

C. Future Expansion

The following can be added, do you want it included? **Yes** ☐ **No** ☐

All proposals must include identification of the options for expansion in the event that TENANT AGENCY should increase personnel during the term of the lease.

D. References

The names of at least three (3) tenants or other responsible parties who can attest to the performance of the bidder in a leasing agreement or other business arrangement must be submitted with the proposal.

E. Ownership

Documentation indicating proof of ownership or management authority for the space being proposed may be requested prior to award of the contract.

F. Drug Free Workplace Policy

A Drug Free Workplace Policy must be filed with the State by the opening time and date of the proposal or may be submitted with your proposal. Information on the Drug Free Workplace Policy is attached.

V. PROPOSALS – Tenant Improvements

	Require	Would Consider	Absolutely Not
Turn-Key Space	☐	☐	☐

DEFINITION: Turn-Key Space **(TK)**– For the purposes of this RFP, turn-key means the Lessor would prepare the space in accordance with the specifications and with very little guidance, if any at all, by the tenant agency; the cost for build-outs and tenant improvements for initial occupancy would be the sole responsibility of the Lessor.

	Require	Would Consider	Absolutely Not
Tenant Improvement Allowance w/ Direct Payment	☐	☐	☐
-OR-			
Tenant Improvement Allowance Through Lease Payments	☐	☐	☐

DEFINITION: Tenant Improvement Allowance (**TIA**) – An amount the Lessor provides to pay for necessary tenant improvements to prepare the space for initial occupancy. In this case, the agency may play an active role in the tenant improvement process. As leaseholders, the Lessor would be responsible for the general contracting duties including, but not limited to, managing subcontractors and scheduling material acquisition. However, the Lessee/Tenant Agency would have control over how those monies are spent. Any monies spent in addition to the provided allowance could be handled one of two ways:

DEFINITION: With Direct Payment (Sole Cost of Tenant Agency) – Agency pays expenses (after each service is rendered). Only recommended for cases of minimal tenant improvements.

DEFINITION: Through Lease Payments – Paid as installments over the lease term and added to the rental rate.

Other Tenant Improvements Comments Here

INSTRUCTIONS

You are done with the first half of the Specification Questionnaire, which addressed the basic criteria for your Real Property RFP. The next form you complete will depend on your answer to the last question.

If it is your agency's desire for a "Turn-Key Space" where the Lessor prepares the space in accordance with the specifications and with very little guidance, if any at all, by the tenant agency … proceed to form**- TK**

If your desire is to have an "Allowance for Tenant Improvements", which would allow you to have more control over how those monies are spent during the Tenant Improvement process, but would require more involvement and time from your agency … proceed to form **– TIA**

Administrative Services/State Building Division

SPECIFICATION QUESTIONNAIRE

Tenant Improvement Allowance - TIA

INSTRUCTIONS – PART 1

Since you've decided to request a Tenant Improvement Allowance, we'll need the bidders to submit proposals for a "shell". All costs involved in provided the shell will be included in the base rental rate. The bidders will be asked to propose an additional amount they're willing to amortize for Tenant Improvements.

Please review the following, which contain both required and optional language. "Fill in the blanks" are also included on this form to address agency specific requirements. Required language is highlighted in the blue boxes. At the bottom of each blue box, you will have an opportunity to address any concerns with the required language or list any suggested changes. Optional language is in red. Please select "Yes" or "No" in boxes above each of these optional sentences and paragraphs. Agency Specific requirements are provided in the form of "fill in the blanks". These are the gray blanks you'll find in both the required and optional language throughout this form. After each section, you will have an opportunity to include any additional information that addresses specific needs pertaining to that section.

I. BUILDING SHELL

The State is requesting proposals for net useable space. For purposes of this RFP and subsequent lease, net useable space is defined as the sum of all areas of a building available to an occupant or for their specific use, more commonly referred to as the Demised Premises. Net useable space will be computed by measuring from the inside surface of enclosing walls or permanent partitions or the centerline of non-permanent partitions separating other tenants' space. Net useable space includes all areas the TENANT AGENCY will occupy to accomplish their mission and are exclusive for use by TENANT AGENCY.

Common areas include mechanical/electrical areas, building service areas, public restrooms, public break areas, public corridors, vestibules, elevator lobbies, elevator shafts, escalators, stairways and stair towers, and receiving areas such as docks, etc.

Concerns/Suggested Changes

Other Agency Specific Language Here

A. Base Structure

Base structure and building enclosure components shall be complete. All common areas accessible by the Tenant Agency such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. All newly installed building shell components affecting the Demised Premises, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.

Concerns/Suggested Changes

Other Agency Specific Language Here

B. Landscaping

All grounds, including landscaping and improvements to landscaping, are provided by Lessor at Lessor's expense.

Concerns/Suggested Changes

Other Agency Specific Language Here

C. Contiguity of Office Area

The tenant agency desires OR requires that all office space be located on one floor.

Concerns/Suggested Changes

The following can be added, do you want it included? **Yes** ☐ **No** ☐

However, multiple adjacent floors will be considered provided all spaces are accessible to the disabled and meet ADAAG requirements.

The following can be added, do you want it included? **Yes** ☐ **No** ☐

Storage space(s) may be at a separate location within the property.

Other Agency Specific Language Here

D. Storage Space

Floor load capacity of at least 100 pounds per square foot is desired to accommodate moveable high-density storage system with storage units that expand/collapse.

Concerns/Suggested Changes

The following can be added, do you want it included? **Yes** ☐ **No** ☐

Floor load capacity of at least _____ lbs/ft^2 is desired to accommodate storage needs.

The following can be added, do you want it included? **Yes** ☐ **No** ☐

Storage space conditions must be such to accommodate moveable high-density storage system with storage units that expand/collapse.

Other Agency Specific Language Here

E. Accessibility Requirements

Accessibility to persons with disabilities shall be required throughout the building, Demised Premises and common areas accessible to tenant agency employees and invitees shall be designed in accordance with ADAAG requirements and shall be installed and coordinated with Tenant Improvements.

Convenient and barrier free access shall exist throughout the interior and exterior of the Demised Premises.

Concerns/Suggested Changes

Other Agency Specific Language Here

F. Ceilings

A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Demised Premises shall be provided by Lessor at Lessor's expense.

Ceilings shall be at least _____ feet and no more than _____ feet measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring.

Concerns/Suggested Changes

Other Agency Specific Language Here

G. **Lighting**

Fluorescent lighting fixtures (or other building standard fixtures) shall be installed in the ceiling grid shall be included in the building shell.

Lessor shall provide sufficient lighting at exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter.

Concerns/Suggested Changes

Other Agency Specific Language Here

H. Doors

All exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be provided by Lessor at Lessor's expense.

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

Concerns/Suggested Changes

Other Agency Specific Language Here

I. Walls

All permanent, perimeter, and demising slab-to-slap (including all columns) finished with paint and base shall be included in the building shell. These walls must be properly insulated with sound batting to ensure privacy and confidentiality.

Concerns/Suggested Changes

Other Agency Specific Language Here

J. Windows

Windows, coordinated with Tenant Improvements, shall be provided by Lessor at Lessor's cost. All windows shall be weather-tight. Operable windows that open shall be equipped with sturdy locking device.

Concerns/Suggested Changes

Other Agency Specific Language Here

K. Building Equipment and Systems

The Lessor shall provide and operate all building equipment and systems. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping and conduits are not permitted in any areas of the Demised Premises.

Concerns/Suggested Changes

Other Agency Specific Language Here

(a). Plumbing

Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements shall be included in the shell rental rate.
All restrooms are to be fully equipped (toilets, partition walls, sinks, mirrors, appropriate soap dispensers, towel dispensers, waste receptacles) for anticipated users and accessible to the disabled and meet ADAAG requirements. All restrooms must meet current city and/or local codes.

Proposals must include number of restrooms Lessor is willing to provide at Lessor's expense along with restroom size and number of stalls in each.

Concerns/Suggested Changes

The following can be added, do you want it included? **Yes** ☐ **No** ☐

The proposal shall include a minimum of _____ sets of restrooms. One set (one for men and one for women) will be located near the entrance to the tenant agency's office for use by visitors. The second set will be designated as 'staff' restrooms and should be centrally located for convenience and security. The number of stalls per restroom set should be proportionate to the number of anticipated users.

The following can be added, do you want it included? **Yes☐ No☐**

The Lessor shall provide a set of drinking fountains for each set of restrooms provided. Drinking fountains and restrooms shall be included in the shell rental rate.

The following can be added, do you want it included? **Yes☐ No☐**

Break room sink shall be included in the shell rental rate and coordinated with tenant improvements.

Other Agency Specific Language Here

(b). Heating and Cooling

All insulation and HVAC system materials and products shall be included in the building shell. HVAC system controls must be coordinated with Tenant Improvements. HVAC systems in all spaces proposed are required to meet current thermal environmental conditions for human occupancy (ASHRAE standard 55-2004) and ventilation standards (ASHRAE Standard 62.1-2004).

Concerns/Suggested Changes

The following can be added, do you want it included? **Yes☐ No☐**

In addition, periodically, tenant agency personnel will work during the evenings and the weekends. The ability to heat or cool some areas independent of others may be an important consideration. The data equipment room must be able to maintain a constant _____ temperature under all conditions.

The following can be added, do you want it included? **Yes☐ No☐**

It is desired that the tenant agency to have control of heating, air conditioning, and ventilation settings throughout the Demised Premises. The HVAC logistics must take into account that the tenant agency's office hours are _____ to _____ and a temperature rate of _____ to _____ degrees must be maintained.

Other Agency Specific Language Here

(c). Electrical

Main power distribution switchboards and distribution and lighting panel boards shall be included in the building shell. All power distribution equipment shall be required to handle the actual specified and projected loads. Distribution panels are required to accommodate circuit breakers for the actual calculated needs.
Main distribution for standard office occupancy shall be provided at the Lessor's expense.

Concerns/Suggested Changes

Other Agency Specific Language Here

L. Fire/Life Safety Codes

Complete Fire/Life Safety requirements shall be met throughout the Demised Premises and associated building. All items for this cause including, but not limited to, fire detection and alarms, emergency building power for life safety systems, etc., shall be provided by Lessor at Lessor's expense.

Concerns/Suggested Changes

Other Agency Specific Language Here

M. Telephone, Computer and Data Wiring

Cost to provide adequate entrance facilities for electrical, phone, CATV data / fiber optics shall be included in the shell rental rate.

Installation methods and procedures shall meet the standards set by the Division of Communications. Further information on recommended connector types, cable specifications, installation methods and guidelines are to be obtained from the Division of Communications (Ph: 402-471-3851). See attached Exhibit 'A'.

The tenant agency agrees to pay the monthly charges to such utility providers to provide telephone and/or computer services supplied to the Demised Premises. It is the responsibility of the Lessor to insure adequate entrance cables are provided by the local telephone company for the services required.

Concerns/Suggested Changes

Other Agency Specific Language Here

N. Parking

Cost of employee parking shall be stated for the term of the lease. This cost shall NOT be made a part of the proposal unless such parking is at no cost to the Lessee and/or tenant agency. If parking is not offered by lessor at no cost to lessee or tenant agency, the bidder may not include cost of parking in the proposal. The bidder may, however, give a list of available parking lots/garages adjacent or close to the Demised Premises

All parking spaces are to be on a hard surface (concrete, asphalt, etc.). Surface type must be included in the proposal. ADA parking requirements must be met. Improvements to parking areas are included in the shell rental rate.

Concerns/Suggested Changes

The following can be added, do you want it included? **Yes** ☐ **No** ☐

The tenant agency desires 24-hour, 7 day access to all parking stalls.

The following can be added, do you want it included? **Yes** ☐ **No** ☐

A statement of the availability of parking is required. Indicate the location of the parking lot(s) in relation to the proposed office space.

The following can be added, do you want it included? **Yes** ☐ **No** ☐

State Vehicles: (__qty__) parking space(s) must be included in the cost of the lease for State vehicles. It is desired that this/these parking space(s) be located within the same block of the main entrance to the proposed office space.

The following can be added, do you want it included? **Yes☐ No☐**
This/these stall(s) must be designated as *State Vehicles Only* by clearly visible signage.

The following can be added, do you want it included? **Yes☐ No☐**
Employees: (__qty__) parking space(s) are desired for employees. It is highly desired that parking be located within two blocks of the occupied space. Employee parking shall NOT be made a part of the proposal unless such parking is at no cost to the lessee and/or tenant agency. If parking is not offered by lessor at no cost to lessee or tenant agency, the bidder may not include cost of parking in the proposal. The bidder may, however, give a list of available parking lots/garages adjacent or close to the Demised Premises.

The following can be added, do you want it included? **Yes☐ No☐**
Clients/Visitors: At least (__qty__) parking space(s) are required for visitors and clients, to be included in the cost of the lease. One stall must be handicap accessible and located within 75 feet of the front entrance to the leased space. It is desired that the other client/visitor parking stall(s) are located in close proximity of the proposed office space.

The following can be added, do you want it included? **Yes☐ No☐**
This/these stall(s) must be designated as *Visitor Parking Only* by clearly visible signage..

The following can be added, do you want it included? **Yes☐ No☐**
Tenant Agency desires 24-hour, 7 day access to all parking stalls.

The following can be added, do you want it included? **Yes☐ No☐**
The State prefers that all parking spaces be on a hard surface (concrete, asphalt, etc.).

The following can be added, do you want it included? **Yes☐ No☐**
Surface type must be included in the proposal.

Other Agency Specific Language Here

O. LOADING DOCK/ZONE

The following can be added, do you want it included? **Yes☐ No☐**
A statement of the availability of a dock or loading zone must be included.

The following can be added, do you want it included? **Yes☐ No☐**
At a minimum, the loading dock/zone must be available to accept deliveries from _____until _____during normal business days.

The following can be added, do you want it included? **Yes☐ No☐**
This area should be conveniently located to tenant agency's main office and effectively and efficiently accommodate the receipt of mail, packages, supplies, office furniture, furnishings and equipment in and out of the Demised Premises.

The following can be added, do you want it included? **Yes☐ No☐**
The tenant agency anticipates that deliveries will usually be made by car, van and pick-up. The loading dock/zone must be able to accommodate these types of vehicles.

Other Agency Specific Language Here

P. SECURITY

A description of the security arrangements for the building shall include provisions for prevention of unauthorized entry into the work areas and an explanation of the method for controlling access to the building during non-work hours.

Except in emergency circumstances, Tenant Agency management must approve access to the Demised Premises by persons other than agency authorized personnel.

Tenant Agency must have 24-hour access to the building for Tenant Agency authorized personnel.

All entrances to the building must have adequate lighting for security purposes.

External and internal doors leading from public areas into the Demised Premises must be secure (equipped with dead bolt locks/keys, key pads or access cards). If the proposal includes multiple floors, elevators which are accessible to the public must be equipped with keypads to control access to non-public floors. Lessor will provide to Tenant Agency, the necessary keys, codes, key cards or access cards.

All entrances to the building must be equipped with dead bolt locks and keys provided.

Concerns/Suggested Changes

The following can be added, do you want it included? **Yes** ☐ **No** ☐

with the exception of the main employee entrance that will be accessed with a keypad lock.

The following can be added, do you want it included? **Yes** ☐ **No** ☐

The office layout must provide a public entrance. It is desired that a glass shield in the main public entrance/reception area be provided.

Other Agency Specific Language Here

Q. MISCELLANEOUS SITE REQUIREMENTS

The State will not consider office space that is next to any business that has the potential of producing environmental conditions, including but not limited to fumes that may be irritating to employees, clients and visitors.

Concerns/Suggested Changes

Other Agency Specific Language Here

INSTRUCTIONS PART 2

The items described in the Tenant Improvement section of the specifications are for the bidder's information only. The contents of this section will help the bidders propose a reasonable tenant improvement allowance to cover the agency's interior build-outs.

Although the items listed below would be included in the tenant improvement allowance, it is up to the agency which ones we'd disclose at this point. We strongly encourage mentioning, at least, the high dollar items as the bidders will need to know how much of an allowance is needed.

Please review the following, which contain both required and optional language. "Fill in the blanks" are also included on this form to address agency specific requirements. Required language is highlighted in the blue boxes. At the bottom of each blue box, you will have an opportunity to address any concerns with the required language or list any suggested changes. Optional language is in red. Please select "Yes" or "No" in boxes above each of these optional sentences and paragraphs. Agency Specific requirements are provided in the form of "fill in the blanks". These are the gray blanks you'll find in both the required and optional language throughout this form. After each section, you will have an opportunity to include any additional information that addresses specific needs pertaining to that section.

II. TENANT IMPROVEMENTS

A. Use of Allowance

No building shell items shall be included in the pricing for the Tenant Improvements.

The Tenant Improvement Allowance shall include all the Lessor's administrative costs, general contractor fees, design costs, and other associated project fees necessary to prepare construction documents to complete the tenant improvements. It is the Lessor's responsibility to prepare all documentation required to receive construction permits.

All specific Tenant Improvements will be identified after award of the Lease contract. Tenant Improvement details include, but are not limited to, the following:

Concerns/Suggested Changes

Other Agency Specific Language Here

1. Security

Do you want to disclose the following? **Yes** ☐ **No** ☐

It is the desire of the agency to have a public entrance/reception area within the Demised Premises with bullet-resistant materials at the service counter.

Do you want to disclose the following? **Yes** ☐ **No** ☐

The agency expects the need for lock/key sets for _____ offices/rooms within the Demised Premises.

Other Agency Specific Language Here

2. Signage

Do you want to disclose the following? **Yes** ☐ **No** ☐

The TENANT AGENCY will be allowed to post a prominent sign at a location which calls attention to its entrance. The cost of this sign will be included in the Tenant Improvements.

Other Agency Specific Language Here

3. Heating/Cooling

Do you want to disclose the following? **Yes** ☐ **No** ☐

Tenant Improvements will include providing individual thermostat controls for office space. Interior spaces must be separately zoned.

Other Agency Specific Language Here

4. Electrical

All electrical, telephone, and data outlets within the Demised Premises shall be installed by the Lessor and provided in the Tenant Improvement Allowance in accordance with the design intent drawings.

Tenant Agency requires a minimum of two duplex electrical outlets per 100 useable square feet (or per work station), whichever provides the greatest number of outlets, normal circuit and one single pole switch per 220 useable square feet in open office areas. Additionally, each conference room/interview room shall contain two duplex electrical outlets per 100 useable square feet.

The State assigns approximately 100 GSF (gross square feet) to each work station/office for standard occupancy. A minimum of 4.5 watts per gross square foot for work station/office and miscellaneous equipment must be provided. The electrical power outlets shall be distributed for convenient power supply for workstations, offices and various work areas. The 4.5 watts per GSF requirement excludes electrical power required for general lighting, heating, ventilating and air conditioning equipment.

To support electronic equipment such as printers, copiers, scanners, LAN rack, and fax machines, power must be received from a power circuit separate from any other power source (dedicated line). The power circuits for computer processors may not supply power for any other purpose.

Concerns/Suggested Changes

Other Agency Specific Language Here

5. Telephone, Computer and Data Wiring

The Tenant Improvements will include communication cabling to each desk and/or workstation as well as any conference room, interview room and supply/copy/storage room. Each desk and/or work station shall have a telephone and two computer jacks provided. Tenant Agency will require _____ data jacks, _____ voice jacks and _____ fax (voice only) outlets, _____ combination voice/data jacks, _____ wall phone (voice only) jacks. Each telephone and computer jack shall be terminated on separate cables, which shall be terminated on separate connecting patch panels in the Server/Data and Voice Communications Room. All terminations shall be performed by qualified personnel in the telecommunications field, per Exhibit 'A'.

Each telephone cable shall be a solid copper, 24 AWG, 100 balance twisted-pair (UTP) Category 6 cable with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B up to 250 MHz.

Note: Listed Type CMR, CMP, MPR and/or MPP (as required in the NEC 2005).

Each data cable shall be a solid copper, 24 AWG, 100 balance twisted-pair (UTP) Category 6 cable with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B up to 250 MHz.

Note: Listed Type CMR, CMP, MPR and/or MPP (as required in the NEC 2005).

Each voice outlet shall be an 8-pin modular, category 6, unkeyed jack, using the USOC pin/pair assignment.

Each data outlet shall be an 8-pin modular, category 6, unkeyed jack, using the T568B pin/pair assignment.

Each voice and data faceplate and closet termination point shall be labeled.

The cost of faceplates and jacks for all locations, including walls and system furniture, is included in the Tenant Improvements. Maximum of 20 system furniture termination points is required.

Each voice and data cable link shall be tested and conform to ANSI/TIA/EIA-568-B standard. Testing shall be accomplished using level IIe or higher field testers.

All cable performance specifications, installation and testing methods shall meet or exceed those outlined for its level in the most current ANSI TIA/EIA wiring standards and those set by the State of Nebraska, Department of Administrative Services, Office of the Chief Information Officer (see Exhibit 'A'). Further information may be obtained by calling 402-471-3851.

Concerns/Suggested Changes

Other Agency Specific Language Here

6. **Furnishings**

Do you want to disclose the following? **Yes** ☐ **No** ☐

Stationary furniture (not mobile) will be included in the cost of Tenant Improvements. Such furnishings include, but are not limited to, the following: items such as break room counter HERE

B. Other Tenant Improvement Information

Tenant Agency anticipates the Demised Premises to consist of the following. The figures below are approximate and may be adjusted depending on specific existing conditions, building renovation requirements or arrangement and efficiencies of the proposed space.						
(room type … i.e. offices, data room, etc.)	(qty.)		(#sq. ft.)		(total sq. ft.)	
A.		@		s.f. ☐		s.f.
B.		@		s.f. ☐		s.f.
C.		@		s.f. ☐		s.f.
D.		@		s.f. ☐		s.f.
E.		@		s.f. ☐		s.f.
F.		@		s.f. ☐		s.f.
G.		@		s.f. ☐		s.f.
H.		@		s.f. ☐		s.f.
I.		@		s.f. ☐		s.f.
J.		@		s.f. ☐		s.f.
Subtotal Useable Footage[2]						s.f.
Estimated Circulation @ %						s.f.
GRAND TOTAL						**s.f.**
Note: All entryway and hardware must be ADA compliant.						

Concerns/Suggested Changes *Please attach an additional page if necessary*

INSTRUCTIONS – PART 3

This section describes the Tenant Improvement process and the responsibilities of each of the parties involved including Lessor, Tenant Agency, and State Building Division.

Please review the following, which contain both required and optional language. "Fill in the blanks" are also included on this form to address agency specific requirements. Required language is highlighted in the blue boxes. At the bottom of each blue box, you will have an opportunity to address any concerns with the required language or list any suggested changes. Optional language is in red. Please select "Yes" or "No" in boxes above each of these optional sentences and paragraphs. Agency Specific requirements are provided in the form of "fill in the blanks". These are the gray blanks you'll find in both the required and optional language throughout this form. After each section, you will have an opportunity to include any additional information that addresses specific needs pertaining to that section.

A. CONTRACTORS

After contract award, Tenant Agency will work closely with the architect/engineer of the Lessor's choosing to provide a complete set of SBD approved design intent drawings, preliminary plans and specifications.

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the SBD & Tenant Agency.

Within _____ days after receiving such drawings, plans and specifications, Lessor shall submit to Tenant Agency a construction schedule giving the expected start and completion dates and an itemized estimated cost of the various phases of tenant improvements.

The Tenant Improvement process will involve, at a minimum, weekly, bi-weekly, monthly? progress meetings with a representative of TENANT AGENCY (to be later named). Lessor is responsible for keeping minutes of these meetings. All change orders will require the approval of SBD.

The Lessor will be responsible for general contract duties for the total build-outs including, but not limited to, managing subcontractors and scheduling material acquisitions.

The State reserves the right to be represented at all negotiation sessions between the Lessor and potential contractors/sub-contractors.

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to SBD. SBD retains the right to reject the Lessor's workers if such are unlicensed, unskilled, or otherwise incompetent or if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other State or private contracts.

The Lessor shall demonstrate that best efforts are made to obtain the most competitive prices possible in all services and material acquisitions.

Concerns/Suggested Changes

Other Agency Specific Language Here

II. FINISHES

The Lessor shall consult with TENANT AGENCY prior to developing a minimum of three (3) colorboards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base, carpet, window treatments, laminates, and flooring.

All required finish selection samples shall be provided within a reasonable timeline of the request for such by the TENANT AGENCY. TENANT AGENCY shall deliver necessary finish selections to the Lessor within a reasonable time after receipt of plans and samples.

Concerns/Suggested Changes

Other Agency Specific Language Here

III. RENTAL ADJUSTMENT

The Lessee, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance and may use all or part of the Tenant Improvement Allowance. The Lessee may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a reduction in rent equal to the unused amount. The unused amount shall be removed incrementally, in equal amounts, throughout the term of the Lease.

If Lessee spends more than the Tenant Improvement Allowance provided, they may opt to one of the following:

Reduce the Tenant Improvement requirements

Pay lump sum for the overage upon completion and acceptance of the improvements

Increase the rent equal to the overage
(the additional amount shall be added incrementally, in equal amounts, throughout the term of the lease)

Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. Payment will not be made by Lessee/Tenant Agency for materials reused. However payment will be made in the event of and for the service of repair and/or reinstallation of such items.

Payment will not be made by Lessee/Tenant Agency in instances where removal or demolition is required for non-accepted fixtures and/or other Tenant Improvements already in place. Lessee/Tenant Agency will not be responsible for any demolition costs.

Concerns/Suggested Changes

Other Agency Specific Language Here

IV. RATE STRUCTURE

If the proposed space has more square feet than what is requested, then base rental rates on the requested square feet. In order to provide a fair means of comparison, list the remaining balance of space 'available at no cost' to Lessee/Tenant Agency.

The tenant improvement allowance shall be illustrated in a rental rate schedule and expressed as a cost per square foot per year using the total allowance proposed. The Tenant Improvement Allowance shall be based on _____ sq. ft. as any additional square feet will be provided by Lessor and listed as 'available at no cost' to Lessee/Tenant Agency.

The illustrated rental rate schedule shall be as a summation of the amounts broken out into 'Shell Office Rental Rate', 'Sq. Ft. Available at No Cost", and 'Tenant Improvements' for each year of the original ten year term (example provided).

To clarify: The Tenant Improvements portion of the rental rate schedule would not extend beyond the original ten year term as the cost will have been fully amortized by that time.

Example

	Square Feet	Rate/Sq. Ft.	Annual Cost		Monthly Payment
Shell Office Rental Rate					
Sq. Ft. Available at No Cost		$0.00	$0.00		$0.00
Tenant Improvements					
Year One Total					

Concerns/Suggested Changes

Other Agency Specific Language Here

INSTRUCTIONS

Once you have completed this Specification Questionnaire, in its entirety, please forward, electronically or otherwise, to your Building Division Leasing Coordinator.

V. PROPOSALS – Preview

All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. The shell rental rate proposed shall be fully serviced; meaning it shall include costs such as, but not limited to, utilities, janitorial supplies/services, any CAM charges, maintenance/repairs, and other services.

Cost to provide the building shell is the responsibility of the Lessor. Specific requirements for the shell are described within the specifications for this RFP and include, but are not limited to, cost to ensure adequate entrance facilities are provided for electrical, phone, and CATV data/fiber.

Concerns/Suggested Changes

Other Agency Specific Language Here

Administrative Services/State Building Division

SPECIFICATION QUESTIONNAIRE

Turn Key - TK

INSTRUCTIONS – PART 1

Now that you've decided that it's in the best interest of your agency to request a turn-key space, it's very important we give as much detail as we possibly can. The Lessor will be required to prepare the space in accordance with the following specifications.

Please review the following, which contain both required and optional language. "Fill in the blanks" are also included on this form to address agency specific requirements. Required language is highlighted in the blue boxes. At the bottom of each blue box, you will have an opportunity to address any concerns with the required language or list any suggested changes. Optional language is in red. Please select "Yes" or "No" in boxes above each of these optional sentences and paragraphs. Agency Specific requirements are provided in the form of "fill in the blanks". These are the gray blanks you'll find in both the required and optional language throughout this form. After each section, you will have an opportunity to include any additional information that addresses specific needs pertaining to that section.

I. SPACE REQUIREMENTS – Definition of Net Useable Space

The State is requesting proposals for net useable space. For purposes of this RFP and subsequent lease agreement, net useable space is defined as the sum of all areas of a building available to an occupant for their specific use, more commonly referred to as the Demised Premises.

Net useable space will be computed as follows:

Building Area (sole tenancy by the State)

The building area shall be computed by measuring the inside finished surface of all permanent and major walls excluding stairwells, elevator/escalator shafts, mechanical and building equipment rooms, public restrooms and any area used by the lessor.

Floor or Suite Area (Multi-tenanted building)

The floor or office suite area shall be computed by measuring the inside finished surface of the office side of corridors and other inside finished surface of the office side of corridors and other permanent walls, to the inside wall or partitions that separate the office from adjoining now-leased, usable areas, and to the finished surface of the dominant portion of the permanent outer building walls excluding stairwells, elevator/escalator shafts, mechanical and building equipment rooms, common lobbies, hallways, and corridors, and public restrooms that serve the entire building.

In all measurements, make deductions for columns, chases, and projections enclosing the structural elements of the building. The net usable area of a floor shall be equal to the sum of all net usable areas on that floor.

Common areas include mechanical/electrical areas, building service areas, public restrooms, public break areas, public corridors, vestibules, elevator lobbies, elevator shafts, escalators, stairways and stair towers, bridges, receiving areas such as docks, etc.

Concerns/Suggested Changes

Other Agency Specific Language Here

II. SPACE REQUIREMENTS – Types of Spaces

The figures below are approximate and may be adjusted depending on specific existing conditions, building renovation requirements or arrangement and efficiencies of the proposed space.

(room type … i.e. offices, data room, etc.)	(qty.)		(#sq. ft.)		(total sq. ft.)	
A.		@		s.f.		s.f.
B.		@		s.f.		s.f.
C.		@		s.f.		s.f.
D.		@		s.f.		s.f.
E.		@		s.f.		s.f.
F.		@		s.f.		s.f.
G.		@		s.f.		s.f.
H.		@		s.f.		s.f.
I.		@		s.f.		s.f.
J.		@		s.f.		s.f.
Subtotal Leasable Sq Ft						s.f.
Estimated Circulation @ %						s.f.
GRAND TOTAL						**s.f.**

Note: All entryways and door hardware must be ADA compliant.

If there are not enough rows provided, please attach an additional page

Concerns/Suggested Changes

The following can be added, do you want it included? **Yes**☐ **No**☐

Rows list the row letters that apply must have floor to ceiling walls.

The following can be added, do you want it included? **Yes**☐ **No**☐

Rows list the row letters that apply must be constructed with solid core doors.

The following can be added, do you want it included? **Yes**☐ **No**☐

Rows list the row letters that apply must have nine square feet of glass side lights adjacent to the doors or, as an alternative, with approximately two square feet of glass in the doors.

The following can be added, do you want it included? **Yes**☐ **No**☐

Rows list the row letters that apply must have lock/key sets.

The following can be added, do you want it included? **Yes**☐ **No**☐

list two areas mentioned above must be adjacent.

The following can be added, do you want it included? **Yes**☐ **No**☐

Although list two areas mentioned above are not enclosed offices, we require these two adjacent areas be separated by a floor to ceiling wall.

The following can be added, do you want it included? **Yes**☐ **No**☐

Rows list the row letters that apply must have lock/key sets.

The following can be added, do you want it included? **Yes☐ No☐**

The waiting/reception area, as mentioned in the above table, must include a counter with window for public access. The window must be lockable when not in use.

Other Agency Specific Language Here

III. SPACE REQUIREMENTS – Contiguity of Office Area

The following can be added, do you want it included? **Yes☐ No☐**

Tenant Agency prefers that all space be located on one floor. However, multiple adjacent floors will be considered provided all spaces are accessible to the disabled and meet ADAAG requirements.

Other Agency Specific Language Here

IV. SPACE REQUIREMENTS - Rest Rooms

All restrooms are to be fully equipped (toilets, sinks, mirrors, appropriate soap dispensers, towel dispensers and waste receptacles) for all anticipated users.

All restrooms must meet current city and/or local codes.

Concerns/Suggested Changes

The following can be added, do you want it included? **Yes☐ No☐**

If restrooms are not provided for the entire building in a common area shared by other building tenants, it is highly desired that the proposal include a minimum of one (1) set of restrooms (one for men and one for women) conveniently located for use by clients, visitors and staff. The men's restroom will contain one ADA stall and one urinal. The women's restroom will contain two stalls, one of which is ADA.

The following can be added, do you want it included? **Yes☐ No☐**

If restrooms are not provided for the entire building in a common area shared by other building tenants, it is highly desired that the proposal include a minimum of two (2) sets of restrooms. One set will be ADA restrooms (one for men and one for women) located near the entrance to the Tenant Agency's office for use by clients and visitors. The second set will be designated as staff restrooms and should be centrally located for convenience and security. At a minimum, staff men's restroom will contain one ADA stall and one urinal; the staff women's restroom will contain two stalls, one of which is ADA.

The following can be added, do you want it included? **Yes☐ No☐**

If restrooms are not provided for the entire building in a common area shared by other building tenants, the Tenant Agency will consider one unisex restroom within the Demised Premises as long as it contains, at a minimum, one ADA stall and one urinal and meets current local and/or city codes.

The following can be added, do you want it included? **Yes☐ No☐**

If proposed space occupies more than one floor, the configuration of the restrooms must include a set of restrooms convenient for use by the public, and an additional set of restrooms on each floor for use by State employees. The number of stalls per restroom set should be proportionate to the number of employees anticipated to occupy each floor. Proposals must include restroom sizes for each floor. All restrooms must meet current city and/or local codes.

Other Agency Specific Language Here

V. SPACE REQUIREMENTS - Electrical Outlets, General

Exclusive of the electrical power requirements for computer processors, Tenant Agency requires a minimum of two duplex electrical outlets per 100 useable square feet (or per work station), whichever provides the greatest number of outlets, normal circuit and one single pole switch per 220 useable square feet in open office areas.

The State assigns approximately 100 GSF (gross square feet) to each work station/office for standard occupancy. The Lessor must provide a minimum of 4.5 watts per gross square foot for work station/office and miscellaneous equipment. The electrical power outlets shall be distributed for convenient power supply for workstations, offices and various work areas. The 4.5 watts per GSF requirement excludes electrical power required for general lighting, heating, ventilating and air conditioning equipment.

Concerns/Suggested Changes

The following can be added, do you want it included? **Yes** ☐ **No** ☐

Tenant Agency will require the following dedicated lines:

Quantity	Description	Location

Other Agency Specific Language Here

VI. SPACE REQUIREMENTS - Electrical Power for Computer Workstations

All equipment that applies (laser printers, copiers, fax machines) must receive power from a power circuit separate from any other power source (dedicated line). The power circuits for computer processors may not supply power for any other purpose.

Concerns/Suggested Changes

Other Agency Specific Language Here

VII. SPACE REQUIREMENTS - Telephone and Computer Wiring

The Tenant Agency agrees to pay the monthly charges to such utility providers to provide telephone and/or computer services supplied to the Demised Premises. It is the responsibility of the Lessor to insure adequate entrance cables are provided by the local telephone company for the services required.

a. Requirements of the Office of the Chief Information Officer:

The Lessor shall provide communication cabling to each desk and/or workstation as well as List Specific Rooms Here. Each desk and/or work station shall have a telephone and computer jack provided. Tenant Agency will require __qty combination voice/data jacks, __qty__ voice only jacks, __qty__ data only jacks, and __qty__ wall phone (voice only) jacks. Each telephone and computer jack shall be terminated on separate cables, which shall be terminated on

separate connecting blocks/panels at a common central location. All terminations shall be performed by qualified personnel in the telecommunications field.

Each telephone cable shall be a solid copper, 24 AWG, 100 Ω balanced twisted-pair (UTP) Category 3 cable with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B up to 16 MHz.

Each data cable shall be a solid copper, 23 or 24 AWG, 100 Ω balanced twisted-pair (UTP) Category 6 cable with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B up to 250 MHz.

Each voice outlet shall be an 8-pin modular, Category 3, unkeyed jack, using the USOC pin/pair assignment.

Each data outlet shall be an 8-pin modular, Category 6, unkeyed jack, using the T568B pin/pair assignment.

Each voice and data faceplate and closet termination point shall be labeled. A copy of the labeling scheme shall be provided to Tenant Agency by the Lessor.

Each Voice and data cable link shall be tested and conform to ANSI/TIA/EIA-568-B standard. Testing shall be accomplished using level III or higher field testers.

Installation methods and procedures shall meet the ANSI/TIA/EIA-568-B wiring standards and those set by the State of Nebraska, Office of the CIO (see Exhibit 'A'). Further information may be obtained by contacting the OCIO at Phone: 402-471-3851.

Concerns/Suggested Changes

The following can be added, do you want it included? **Yes**☐ **No**☐

All phone/data cabling will originate from central closets to all requested locations/work stations. The Telephone Closet, Server Room, and Data Room must be well ventilated, at a minimum, louvered doors are acceptable. The Telephone Closet, Server Room, and Data Room will require separate lock sets/keys and shall not be utilized for any other function or equipment.

The following can be added, do you want it included? **Yes**☐ **No**☐

The Telephone Closet, Server Room, and Data Room must be maintained at a constant temperature of _____° F.

The following can be added, do you want it included? **Yes**☐ **No**☐

The flooring in the Telephone Closet, Server Room, and Data Rooms must minimize the potential for static electrical discharges (i.e. wood, concrete, tile or anti-static carpet).

The following can be added, do you want it included? **Yes**☐ **No**☐

The Tenant Agency IT staff must be contacted at Phone Number to review requirements and specifications prior to commencement of cabling installation.

Other Agency Specific Language Here

VIII. SPACE REQUIREMENTS - Printer/Copier Centers

At strategic points throughout the office space, Tenant Agency desires to be able to place printers and copiers so they are readily accessible to staff. Printer/copier alcoves are ideal. Tenant Agency anticipates that (__qty__) such area will be necessary for printers **and** copiers and (__qty__) such area will be necessary for printers only, for a total of (__qty__) such areas.

Concerns/Suggested Changes

Other Agency Specific Language Here

IX. SPACE REQUIREMENTS - Sound Insulation

All walls must be properly insulated with sound batting to ensure privacy and confidentiality.

Concerns/Suggested Changes

Other Agency Specific Language Here

X. SPACE REQUIREMENTS - Heat and Cooling Control

It is desired that the Tenant Agency have control of heating, air conditioning, and ventilation settings throughout the Demised Premises. The HVAC logistics must take into account that periodically Tenant Agency personnel will work during the evenings and the weekends. The ability to heat or cool some areas independent of others is an important consideration.

In addition, HVAC systems in all spaces proposed are required to meet current thermal environmental conditions for human occupancy (ASHRAE standard 55-2004) and ventilation standards (ASHRAE Standard 62.1-2004). The State reserves the right to require certification from a registered professional engineer that this requirement is met.

Concerns/Suggested Changes

The following can be added, do you want it included? **Yes**☐ **No**☐

The HVAC system shall be designed with an adequate capacity to maintain the space to °F in the winter and °F in the summer during occupied times.

The following can be added, do you want it included? **Yes**☐ **No**☐

The control tolerance should not vary by more than ° F +/- at any given time.

The following can be added, do you want it included? **Yes**☐ **No**☐

The HVAC system shall be set to no less than °F in winter or more than °F in summer during unoccupied times.

The following can be added, do you want it included? **Yes**☐ **No**☐

The Specific Room(s) must be able to maintain a constant °F temperature under all conditions.

Other Agency Specific Language Here

XI. SPACE REQUIREMENTS - Loading Dock/Zone

The following can be added, do you want it included? **Yes☐ No☐**

A statement of the availability of a dock or loading zone must be included.

The following can be added, do you want it included? **Yes☐ No☐**

At a minimum, the loading dock/zone must be available to accept deliveries from AM until PM during normal business days.

The following can be added, do you want it included? **Yes☐ No☐**

This area should be conveniently located to Tenant Agency's main office and effectively and efficiently accommodate the receipt of mail, packages, supplies, office furniture, furnishings and equipment in and out of the Demised Premises.

The following can be added, do you want it included? **Yes☐ No☐**

Tenant Agency anticipates that deliveries will usually be made by car, van and pick-up. The loading dock/zone must be able to accommodate these types of vehicles.

Other Agency Specific Language Here

XII. SPACE REQUIREMENTS - Parking

It is the Lessor's responsibility to have entrances/exits, sidewalks, driveways and parking areas free and clear of snow, sleet, and ice. The landlord is responsible to correct all unsafe conditions relating to freezing and thawing.

Prior to the start of each business day, the Lessor is responsible for snow and ice removal for building entrances/exits, sidewalks, driveways and parking areas. If conditions warrant, additional snow and ice removal may be needed during the business day based on conditions and the accumulation of snow, sleet, and ice.

Concerns/Suggested Changes

The following can be added, do you want it included? **Yes☐ No☐**

A statement of the availability of parking is required. Indicate the location of the parking lot(s) in relation to the proposed office space. This will be given important consideration.

The following can be added, do you want it included? **Yes☐ No☐**

a. State Vehicles: (qty) parking space(s) must be included in the cost of the lease for State vehicles. It is desired that this/these parking space(s) be located within the same block of the main entrance to the proposed office space.

The following can be added, do you want it included? **Yes☐ No☐**

This/these stall(s) must be designated as *State Vehicles Only.*

The following can be added, do you want it included? **Yes☐ No☐**

b. Employees: (qty) parking space(s) are desired for employees. It is highly desired that parking be located within two blocks of the occupied space. Employee parking shall NOT be made a part of the proposal unless such parking is at no cost to the lessee and/or tenant agency. If parking is not offered by lessor at no cost to lessee or tenant agency, the bidder may not include cost of parking in the proposal. The bidder may, however, give a list

of available parking lots/garages adjacent or close to the Demised Premises.

The following can be added, do you want it included? **Yes☐ No☐**

c. Clients/Visitors: At least (__qty__) parking space(s) are required for visitors and clients, to be included in the cost of the lease. One stall must be handicap accessible and located within 75 feet of the front entrance to the leased space. It is desired that the other client/visitor parking stall(s) are located in close proximity of the proposed office space.

The following can be added, do you want it included? **Yes☐ No☐**

This/these stall(s) must be designated as *Visitor Parking Only.*

The following can be added, do you want it included? **Yes☐ No☐**

Tenant Agency desires 24-hour, 7 day access to all parking stalls.

The following can be added, do you want it included? **Yes☐ No☐**

The State prefers that all parking spaces be on a hard surface (concrete, asphalt, etc.).

The following can be added, do you want it included? **Yes☐ No☐**

Surface type must be included in the proposal.

Other Agency Specific Language Here

XIII. SPACE REQUIREMENTS - Security

A description of the security arrangements for the building shall include provisions for prevention of unauthorized entry into the work areas and an explanation of the method for controlling access to the building during non-work hours.

Except in emergency circumstances, Tenant Agency management must approve access to the Demised Premises by persons other than agency authorized personnel.

Tenant Agency must have 24-hour access to the building for Tenant Agency authorized personnel.

All entrances to the building must have adequate lighting for security purposes.

External and internal doors leading from public areas into the Demised Premises must be secure (equipped with dead bolt locks/keys, key pads or access cards). If the proposal includes multiple floors, elevators which are accessible to the public must be equipped with keypads to control access to non-public floors. Lessor will provide to Tenant Agency, the necessary keys, codes, key cards or access cards.

All entrances to the building must be equipped with dead bolt locks and keys provided.

Concerns/Suggested Changes

The following can be added, do you want it included? **Yes☐ No☐**

with the exception of the main employee entrance that will be accessed with a keypad lock.

The following can be added, do you want it included? **Yes☐ No☐**

Lessor will provide and install, at Lessor's expense, magnetic locks/door strikes on exterior endurances to the

demised premises and from the waiting area into the private work areas.

The following can be added, do you want it included? **Yes☐ No☐**
Lessor will work with Tenant Agency on adequate lighting required at all entrances to the building and the parking area(s).

The following can be added, do you want it included? **Yes☐ No☐**
All parking areas and building entrances should provide sufficient lighting to ensure safety and visibility.

The following can be added, do you want it included? **Yes☐ No☐**
The office layout must provide a public entrance. It is desired that a glass shield in the main public entrance/reception area be provided.

Other Agency Specific Language Here

XIV. SPACE REQUIREMENTS - Signage

The following can be added, do you want it included? **Yes☐ No☐**
Lessor will provide, at Lessor's expense, a prominent sign at a location which calls attention to its entrance. Examples of allowable signage must be included in proposals.

The following can be added, do you want it included? **Yes☐ No☐**
Lessor will provide, at Lessor's expense, a prominent monument sign at a location which calls attention to its location. Examples of allowable signage must be included in proposals.

The following can be added, do you want it included? **Yes☐ No☐**
The Tenant Agency will not require any sort of wall or monument signage.

The following can be added, do you want it included? **Yes☐ No☐**
The Lessor will supply, at Lessors expense, ADA signs identifying restrooms inside the building and the demised premises.

Other Agency Specific Language Here

XV. SPACE REQUIREMENTS - Finish

The proposal must include a description of the finish including trim, paint, floor coverings, window coverings, etc.

Concerns/Suggested Changes

Other Agency Specific Language Here

XVI. SPACE REQUIREMENTS – Tenant Improvements

The following can be added, do you want it included? **Yes☐ No☐**
Lessor agrees to paint the walls of the Demised Premises every years with at least one (1) coat of paint at Lessor's expense. The Tenant Agency may exercise their option to choose one (1) of a minimum of three (3) colors of Lessor's choosing.

The following can be added, do you want it included? **Yes** ☐ **No** ☐

Lessor agrees to repair/replace carpet that is worn and becomes hazardous.

The following can be added, do you want it included? **Yes** ☐ **No** ☐

Lessor will arrange for the carpet to be cleaned/shampooed annually.

Other Agency Specific Language Here

XVII. SPACE REQUIREMENTS - Break Room

The following can be added, do you want it included? **Yes** ☐ **No** ☐

If a break room is included in this proposal, it must contain, **at a minimum**, a sink with hot and cold running water, some counter space and electrical power for a refrigerator, a microwave oven (on a dedicated line) and a coffee maker.

The following can be added, do you want it included? **Yes** ☐ **No** ☐

The Break Room must be fully ADA Accessible.

Other Agency Specific Language Here

XVIII. SPACE REQUIREMENTS - Drinking Fountain

The following can be added, do you want it included? **Yes** ☐ **No** ☐

It is highly desired that one (1) water fountain, which is ADA accessible, located in a public area for use by clients, visitors and staff members.

Other Agency Specific Language Here

XIX. SPACE REQUIREMENTS - Miscellaneous

The State will not consider office space that is next to any business that has the potential of producing environmental conditions, including but not limited to fumes that may be irritating to employees, clients and visitors.

In addition, the State reserves the right to perform radon, asbestos and air quality tests on all sites proposed. The State will hold Lessor responsible for any needed abatement or repairs required.

Concerns/Suggested Changes

Other Agency Specific Language Here

INSTRUCTIONS – PART 2

Now that you've decided that it's in the best interest of your agency to request a turn-key space, it's very important we give as much detail as we possibly can. The Lessor will be required to prepare the space in accordance with the following specifications.

Please review the following, which contain both required and optional language. "Fill in the blanks" are also included on this form to address agency specific requirements. Required language is highlighted in the blue boxes. At the bottom of each blue box, you will have an opportunity to address any concerns with the required language or list any suggested changes. Optional language is in red. Please select "Yes" or "No" in boxes above each of these optional sentences and paragraphs. Agency Specific requirements are provided in the form of "fill in the blanks". These are the gray blanks you'll find in both the required and optional language throughout this form. After each section, you will have an opportunity to include any additional information that addresses specific needs pertaining to that section.

I. PROPOSALS – Best and Final Offer, BAFO

Bidders are advised to propose their best possible offer(s) at the outset of the process, there is no guarantee that any Bidder will be allowed an opportunity to submit a best and final offer.

If the selection process described in this RFP does not lead to a viable recommendation, Administrative Services, State Building Division (SBD), at its discretion, may request a 'Best and Final Offer', BAFO. The BAFO may include any changes to the original cost proposal.

After reviewing the BAFOs, SBD will evaluate the revised proposals using the original method. If an alteration to the original published evaluation criteria is to be made, such changes in the criteria will be published to all Bidders.

Bidders will NOT be provided any information about other proposals or where the bidders stand in relation to others at any time during the evaluation process.

Concerns/Suggested Changes

Other Agency Specific Language Here

II. PROPOSALS - Lease Format

The State of Nebraska lease format is attached. Any exceptions to the terms and conditions of this lease format must be explicitly noted and highlighted in the proposal. The lease MUST contain a provision that the lease payments are subject to annual appropriations by the Nebraska State Legislature (Paragraph 4. TERMINATION in the attached State of Nebraska lease agreement.)

The State of Nebraska's lease format is to be completed to include the rental rate, square footage being leased, total annual lease payment, and any renewal options and how they will be activated. The base rental rate shall remain firm for the initial period. Any exceptions to the terms and conditions of the State's lease format are to be explicitly noted and highlighted in the proposal.

Concerns/Suggested Changes

Other Agency Specific Language Here

III. PROPOSALS – Additional Information

Bidders **must** complete and return a LEASING PROPOSAL FORM for each of their proposals along with the signed REQUEST FOR PROPOSAL FOR LEASING REAL PROPERTY form to be considered a valid bid. All required forms are included in the bid packet.

All spaces being proposed must meet all current code requirements, including but not limited to, fire/life/safety codes and the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

In addition, HVAC systems in all spaces proposed are required to meet current thermal environmental conditions for human occupancy (ASHRAE standard 55-2004) and ventilation standards (ASHRAE Standard 62.1-2004). The State reserves the right to require certification from a registered professional engineer that this requirement is met.

To demonstrate potential for efficient layout, a floor plan with measurements depicting the proposed space and its location in the building and its ability to provide the necessary office layouts is also required. Please indicate location of narrow column spacing, atriums, light wells, or other areas interrupting contiguous spaces, extremely long, narrow runs of space, irregular space configurations, or other unusual building features. This floor plan must also indicate the location of restrooms and entrances for the disabled if different from the main areas.

A Drug Free Workplace Policy must be filed with the State by the opening time and date of the proposal or may be submitted with your proposal. Information on the Drug Free Workplace Policy is attached.

The lease term is for a period of _____ years.

Concerns/Suggested Changes

The following can be added, do you want it included? **Yes** ☐ **No** ☐

The State will consider proposals for years if it is determined that a longer term lease and such is in the State's best interest.

The following can be added, do you want it included? **Yes** ☐ **No** ☐

The proposal must include identification of the options for expansion in the event that the Tenant Agency should increase personnel during the term of the lease.

Other Agency Specific Language Here

IV. PROPOSALS - Services

Any proposal shall list the maintenance of the premises including, but not limited to, general landscaping, sidewalks, building entrances, and parking areas, the roof, exterior walls, exterior doors, exterior windows and corridors of the building, and the building equipment in good repair and tenantable conditions as the Lessor's responsibility. The Lessor shall provide costs and services to maintain and repair plumbing, heating, electrical, air-conditioning and ventilating equipment and fixtures, and consequential damages that result from plumbing, window and roof leaks to the end that all such facilities are kept in good operative condition except in case of damage arising from a willful or negligent act of the Lessee/Tenant Agency and/or their agent, invitee, or employee. Any proposal shall list the responsibility to furnish and replace electrical light bulbs, fluorescent tubes, ballasts and starters and air conditioning and ventilating equipment filters as that of the Lessor's.

Concerns/Suggested Changes

Other Agency Specific Language Here

V. PROPOSAL - References

The names of at least three (3) tenants or other responsible parties (non State) who can attest to the performance of the proposer in a leasing agreement or other business arrangement must be submitted with the proposal.

Concerns/Suggested Changes

Other Agency Specific Language Here

VI. PROPOSAL - Ownership

Documentation indicating proof of ownership or management authority for the space being proposed may be requested prior to award of the contract.

Concerns/Suggested Changes

Other Agency Specific Language Here

INSTRUCTIONS

Once you have completed this Specification Questionnaire entirely, please forward, electronically or otherwise, to your Building Division Leasing Coordinator.

Administrative Services/State Building Division

EMPLOYEE SUMMARY WORKSHEET
Each Workspace/Individual

Date: **Coordinator:**

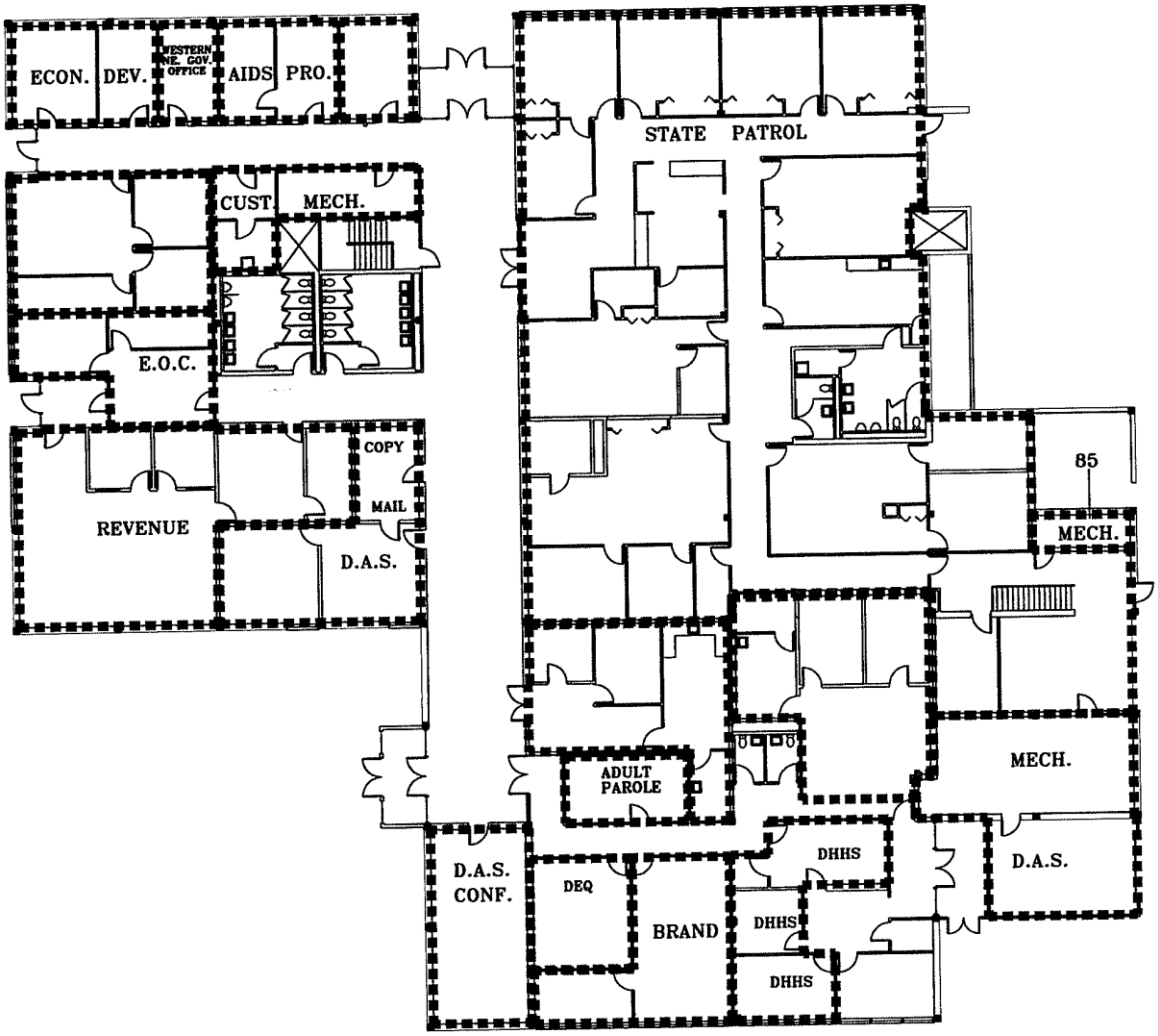
Agency Name: **Point of Contact:** **Phone No.**

Personnel Name	Title or Level	Current Space	Proposed Office or Workstation (sf) Basic	Ancillary Adjustment	Notes

*See Workspace Employee Summary for appropriate sizes

Administrative Services/State Building Division

FLOOR PLAN



ADMINISTRATIVE SERVICES/STATE BUILDING DIVISION
SPACE MANAGEMENT / PLANNING

SPACE MOVE REQUEST

RECEIVED FOR REVIEW by
SBD SPACE PLANNING:

_____
AS/SBD Administrator

Date Acknowledged: _____

Project Mgr Assigned to: _____

Project Number: _____

Agency Number
Requesting Agency Name
Current Address:

Point of Contact Name
Phone No.
Space Design Work to be done by:
SBD Space Planning, if available
Other:
If Other, Provide Contact Name and Phone No.

Funding Source

Desired Move Date

Current Location:

Desired Location – Same or New:
If new, provide complete address:
Desired Length of Occupancy:
Type of Space Required (Office, Laboratory, Storage, Etc.):
Current No. of Employees: Anticipated No. of Employees:
Existing Space Deficiencies:

Special Requirements:

Description the function of this Space:

Justification for Request:

Date: _____ _____
Requesting Agency Director Signature

For State Building Division Use Only

OM Recommendation: _____
Date: _____ Space Planner Assigned:_____
OM Signature: _____

Copies to: Tenant Agency POC Original/PM File *Space Mgmt File* Property Mgr/Lease File *SBD or Lessor, for approval (Circle as many as apply)*

Date: _____ Signed: _____

Administrative Services/State Building Division

REQUEST FOR PROPOSAL FOR LEASING REAL PROPERTY

CONTRACT NO: DATE:
TO BE OPENED: SBD CONTACT:

This form is part of the Request for Proposal for Leasing Real Property package. All bidders are notified of any changes to proposal instructions or specifications by an addendum which is also part of the specification package.

INSTRUCTIONS TO BIDDER – READ CAREFULLY

PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH ALL REQURIEMENTS.

1. READ ALL FORMS CAREFULLY BEFORE BIDDING AND DOUBLE CHECK FIGURES.
2. RETURN THIS REQUEST FOR PROPOSAL AND THE LEASE PROPOSAL FORM IN THE ENCLOSED ENVELOPE; OVERSIZED ENCLOSURES SHALL BE SUBMITTED SEPARATELY, EACH TO BE IDENTIFIED WITH THIS CONTRACT NO.
3. ALL PROPOSALS SUBJECT TO CONDITIONS ON REVERSE SIDE.
4. DRUG FREE WORKPLACE POLICY MUST BE FILED WITH STATE MATERIEL DIVISION PRIOR TO OPENING DATE AND TIME OR SUBMITTED WITH THIS PROPOSAL.
5. PROPOSALS MUST BE IN INK OR TYPEWRITTEN AND MANUALLY SIGNED, ON THIS FORM TO BE VALID. SIGNATURE MUST BE BY A REPRESENTATIVE, NOT A COMPANY NAME.
6. PAYMENT WILL BE MADE ACCORDING TO LEASE AGREEMENT.
7. EXCEPTIONS MUST BE CLEARLY STATED AND EXPLAINED.
8. FAX BIDS MAY BE ACCEPTED ON PROPOSALS WITH PRIOR APPROVAL.

The State of Nebraska reserves the right to accept or reject any or all proposals, wholly or in part, to make awards in a manner deemed in the best interest of the State.

REQUEST FOR PROPOSAL

Sealed proposals, subject to the conditions attached and on the reverse hereof, will be received until above listed proposal opening date and at that time will be publicly opened and read for furnishing the following described real estate to the State of Nebraska in accordance with this Request for Proposal and the specifications and terms and conditions attached hereto. ABSOLUTELY NO LATE PROPOSALS WILL BE ACCEPTED.

SCOPE OF SERVICE

The State of Nebraska is requesting sealed proposals for the purpose of leasing _____ square feet of _____ space for a State agency in _____, Nebraska.

Proposals **must** be identified as **"CA _____"** and **must** be received in the office of the State Building Division, Attn: _____, Leasing Coordinator, The Executive Building, Suite 500, 521 S 14th St, Lincoln, NE 68508-2707 no later than _____ **PM, (Lincoln Local Time), _____, 20__** at which time they will be publicly opened in the office of the State Building Division, The Executive Building, Suite 500, 521 S 14th St, Lincoln, NE. Proposals shall be valid for a period of 45 days from opening date.

Attendance at a pre-proposal meeting to be held at The Executive Building, 521 S 14th St, Lincoln, NE in the 5th Floor Conference Room at **4:00 PM on _____, _____, 20__** is **mandatory** for all interested vendors.
All questions relative to the Request for Proposal should be directed to: _____, Leasing Coordinator, State Building Division, The Executive Building, PO Box 98940, Lincoln, NE 68509-8940 or (402) 471-3191 or email to _____.
All questions addressed and answered will be forwarded to all interested vendors.

BE SURE TO CAREFULLY READ THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS; THEN COMPLETE AND SUBMIT ALL DOCUMENTS REQUIRED.

We propose to furnish a bond, as required by the Standard Conditions, in the amount of the contract awarded us, if requested.

FIRM: STREET:
SIGNATURE: _____ CITY, STATE, ZIP
DATE: PHONE NO: TYPED NAME & TITLE OF AUTHORIZED REP:
EMAIL:

STANDARD CONDITIONS AND TERMS OF LEASING REAL PROPERTY - SOLICITATION AND OFFER

NEBRASKA Administrative Services State Building Division

SCOPE

These standard conditions and terms of Request for Proposal and acceptance apply in like force to this inquiry and to any subsequent lease resulting from the Request for Proposal.

COLLUSIVE BIDDING

The bidder's signature on this proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the best offer available.

SPECIFICATIONS

Bidders may submit an alternate proposal and shall state in detail where the alternate proposal differs from the specifications. In the absence of any state deviation, or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable for such proposal.

BID INFORMATION

Request for Proposal: Bidder is responsible for retaining a copy of the Request for Proposal, Leasing Proposal form and these terms. If not bidding, return form with explanation for reason for "No Proposal" response.

Proposal Opening: Notes may be taken at the public reading of the proposal at the specified time and date of the opening or a personal inspection may be made of the proposals at any time after being opened. Proposal documents may not be removed from the State Building Division.

A summary of an awarded proposal may be obtained in person or by written request to the State Building Division. A written request must identify the agency and proposal number, and include a self-addressed stamped envelope. The State Building Division will not be responsible for any insufficient postage amounts charged the bidder on bid tabulation mailings.

Late Proposals: Proposals received after the date and time of the proposal opening will be considered late bids. Late bids will be returned to the bidder unopened. The State Building Division is not responsible for late or lost proposals or requests due to mail service inadequacies, traffic or other similar reasons.

AWARD

Leases based on competitive proposals will be awarded according to the provisions of specifications, pricing and/or evaluation criteria. The State reserves the right to reject any or all proposals, wholly or in part, to waive any technicality in any proposal, to make awards in a manner deemed in the best interest of the State.

A resident bidder shall be allowed a preference against a nonresident for a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible proposal from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

PERFORMANCE AND DEFAULT

The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION

The Nebraska Fair Employment Practice Act prohibits contractors to the State of Nebraska, and their subcontractors, from discrimination against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, condition or privileges of employment because of race, color, religion, sex, disability, or national original.

The bidder's signature to this Proposal is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this proposal.

EXECUTION

Drug Policy: Proposals will only be accepted from bidders who have a Drug-Free Workplace policy filed with State of Nebraska, Administrative Services, Materiel Division. Bidders may submit a policy with their proposal if such policy is not on file.

The Bidders Proposal form must be signed in ink by the bidder and all pricing quotations must be typewritten or in ink. Erasures and alternations must be initialed by the bidder in ink. Faxed copies of the bid will be accepted only if they fully comply with all other conditions in the Request for Proposal. No telephone or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

Administrative Services/State Building Division

REQUEST FOR PROPOSAL - SCHEDULE

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference" (THIS IS OPTIONAL – AGENCY TO DECIDE)	
3.	Last day to submit written questions	
4.	Mandatory Pre-Proposal Conference (THIS IS OPTIONAL – AGENCY TO DECIDE) Location:	
5.	Last day to submit written questions after Pre-Proposal Conference	
6.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: (agency web address)	
7.	Last day to submit "Letter of Intent To Bid" (THIS IS OPTIONAL – AGENCY TO DECIDE)	
8.	Bid Proposal opening Location:	2:00 PM CT
9.	Review for conformance of mandatory requirements	
10.	Evaluation period from/to	
11.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	
12.	Post "Letter of Intent to Contract" to Internet at: (agency web address)	
13.	Performance bond submission (BOND IS OPTIONAL - AGENCY TO DECIDE)	
14.	Contract award date	
15.	Contractor start date	

Administrative Services/State Building Division

REQUEST FOR PROPOSAL - SPECIFICATIONS FOR AGENCY USE

Unique to each agency request

Administrative Services/State Building Division

REQUEST FOR PROPOSAL – BIDDERS PROPOSAL FORM

Bidder Name: **Date:**

Address of Bidding Property:

Contract No:

THIS FORM **MUST** BE COMPLETED AND RETURNED WITH YOUR PROPOSAL ALONG WITH THE SIGNED '***REQUEST FOR PROPOSAL FOR LEASING REAL PROPERTY'*** FORM.

For further instructions, please refer to the "PROPOSAL" Chapter of the specifications, which are included in the bid packet.

PART 1 Bidder Information

Bidder's Company Name

Representative's Name

Company Address

Owner Name and Address: (if same as above, write "SAME")

Contact Person for Site Inspection: Phone:

PART 2 Requirements of Bidder

Drug Free Workplace Policy Filed	Yes ☐	No ☐
Floor Plan Enclosed	Yes ☐	No ☐
RFP for Leasing Real Property Form Signed	Yes ☐	No ☐
Proof of Ownership Available Upon Request	Yes ☐	No ☐

PART 3 Bidder's Proposal

A. Rental Rate & Terms. If the proposed space has more square feet than what is requested, please base rental rates on the **requested** amount of square feet. In order to provide a fair means of comparison, we ask that you list the remaining balance of space *Available at No Cost* to Lessee/Tenant Agency. This proposal **must** provide an annual rental rate for a period of years **without** annual increases or uncapped costs.

Proposed Square Feet x Price/SF = Annual Rent

Additional Sq Ft *Available at No Cost* to Lessee/Tenant Agency, if any:

Original Year Lease Term Renewal Option: Year Lease Term

Space Availability Date:

Other Comments on Rental Rate and Term:

B. Description of Space

Address of Proposed Space:

Is Proposed Space New Construction: ☐ Existing Structure: ☐ Age of Building: ☐

ADA Compliant: Yes ☐ No ☐

Loading Dock: Yes ☐ No ☐ Location of Loading Dock:

Other Comments on Description of Space:

C. Parking

Bidder may not include cost of parking in any proposal for the State of Nebraska.
Bidder may, however, include a list of available parking lots/garages adjacent or near to the Demised Premises.
No. of Parking Stalls provided by Lessor **at no cost** to Lessee/Tenant Agency:

Parking is adjacent to Demised Premises Yes ☐ No ☐

Parking is near Demised Premises Yes ☐ No ☐

If yes, please describe the parking including location and number of stalls near Demised Premises:

If parking is not provided, please list available parking lots/garages adjacent or close to the Demised Premises

D. References

Please list at least three (3) tenants or other responsible parties (non State) who can attest to the performance of the Bidder in a leasing agreement or other contractual arrangement.

1. Phone:
2. Phone:
3. Phone:

Authorized Signature: _____ Date: _____

Administrative Services/State Building Division

REQUEST FOR PROPOSAL
QUESTIONS AND ANSWERS - ADDENDUM ONE

Date: (Date)

To: All Bidders

From: (Buyer Name), Buyer (Agency Name)

RE: Questions and Answers for Request for Proposal Number (RFP #)
to be opened (Opening Date and Time).

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal.

Questions	Answers
1.	
2.	
3.	
4.	
5.	

Administrative Services/State Building Division

REQUEST FOR PROPOSAL
OCIO STANDARD POLICIES AND PROCEDURES

Office of the Chief Information Officer Standard Policies and Procedures
for the Installation of Wire and Cable Facilities in State owned and occupied Buildings

PART 1 GENERAL

A. WORK INCLUDES:
The telephone and computer wiring system shall include, but is not limited to: all station, riser, aerial, and intra-campus cables as required; conduits, raceways, messenger wire systems, and all associated cable support hardware; telephone jacks, data interface connectors, face plates, and identification labels; distribution back-boards, line protectors, termination blocks and brackets, patch panels, distribution rings, cross connect wire, and data distribution equipment as required; all cable terminations; and all associated appurtenances as required by the distribution system.

B. REQUIREMENTS OF REGULATORY AGENCIES:
Wiring methods, conductor applications, and insulation materials shall meet all applicable provisions of the National Electrical Code and Federal Communications Commission Rules and Regulations as well as applicable State and Local Codes.
All new cables and wires installed shall be listed by Underwriters Laboratories, Inc.
All cables installed shall meet appropriate fire ratings.

C. PRODUCTS:
All required or recommended parts to be used for a specific installation will be listed in the Request for Proposal or the Lease Agreement.

PART 2 EXECUTION

A. WORKMANSHIP:
All work shall be performed by a company whose primary business is providing telecommunication services. This does not include work normally performed by an electrical contractor.
All installations shall conform to the appropriate and most current recommended standards, as well as any associated technical systems bulletin, as published by the EIA/TIA committee of ANSI.
All work shall be performed in accordance with the equipment manufacturer's requirements.
All cable terminations shall be performed at the respective terminal boards, equipment cabinets, and station outlets.
All station cabling shall be "home run" to appropriate distribution frame or equipment cabinet. No splices will be allowed in these lines.
Distribution panels are not to be located in a plenum area or above accessible ceilings.

All cables installed above accessible ceilings shall be neatly bundled utilizing commercially available products and attached to appropriate supports. Cables installed randomly and disorderly will not be allowed.
All cables shall be installed in a fashion not to interfere with the general maintenance of other electrical/mechanical devices as well as in a manner that other electrical/mechanical devices will not interfere with the operation of the cables intended application.
All cables shall be identified and/or labeled at appropriate locations.
Contractor shall be responsible for all clean-up associated with the installation of cabling facilities.

B. CABLING RECORDS:
Upon completion, a detailed drawing of the wiring system is to be provided. This drawing should show, but is not limited to: outlet jacks; labeling schemes and numbers; distribution panels and closets; aerial, riser, intra-campus, and building entrance cables; and all splice locations. Underground cabling and conduit systems are to be located with exact measurements using permanent, physical structures as reference points.

C. TESTING:
Upon completion of the wiring system, provide written certification that the system is free of shorts, grounds or open circuits, all cables are terminated and identified and that each voice and/or data outlet is functional.

D. WARRANTY:
All materials and labor shall be warranted for a period of not less than of one year from the date of final acceptance. Extended warranty requirements will be listed in the Request for Proposal or Lease Agreement.

Administrative Services/State Building Division

REQUEST FOR PROPOSAL - CUSTODIAL PERFORMANCE REQUIREMENTS

The custodial performance requirements attached as part of this Lease Agreement are the tasks and frequencies of work to be performed, as well as supplies to be provided, by the custodial contractor throughout the Lease term. These requirements establish the performance expectations.

It is understood that all possible contingencies cannot be itemized and scheduled. Extra seasonal traffic and inclement weather can change the frequencies of many of these duties. Therefore, all work will be performed in a professional manner and done in the best interests of maintaining a clean, presentable building,

NOTE: The performance requirements herein stated have been established from past experience. Meeting the expectations and requirements outlined herein will be monitored. Failure to adhere to the expectations and requirements as outlined herein will be grounds for termination of the janitorial contract and Lessor will be required to contract the janitorial services with another company.

NIGHTLY CLEANING: Shall include the following (unless otherwise indicated.)

1. Empty all waste receptacles and change liners, as needed.
2. Remove trash from building to proper bins.
3. Dust mop all hard surface floor areas.
4. Damp mop hard surface floor.
5. Spot clean and/or vacuum carpets nightly, as needed.
6. Clean all door and partition glass.
7. Dust all horizontal surfaces (window sills, files, tables, chairs, racks, etc.) excluding desk tops).
8. Clean and sanitize all drinking fountains.
9. Clean both sides of entryway glass.
10. Clean entrance matting.
11. Clean custodial closets/rooms and sink.

RESTROOMS and BREAK areas:

1. Empty all waste receptacles and change liners, as needed.
2. Clean and service all restroom dispensers.
3. Thoroughly clean all fixtures with a germicidal cleaner.
4. Thoroughly clean walls, doors, shelves and partitions with a germicidal cleaner.
5. Sweep and thoroughly wet mop all floor areas with a germicidal cleaner.

WEEKLY CLEANING:

1. Clean kick plates, door knobs and switch plates (including elevators).
2. Clean and buff all hard surface floors and refinish, as needed.
3. Thoroughly vacuum all carpeting, using upright (beater brush) and detail vacuums.

MONTHLY CLEANING:

1. Dust all venetian blinds.

QUARTERLY CLEANING:

1. Thoroughly wash all waste receptacles larger than desk size, as needed.
2. Shampoo carpeted corridors (three feet or wider).

SEMI-ANNUAL SERVICES:

1. Thoroughly wash all desk size waste receptacles, as needed.
2. Clean all exterior glass.
3. Clean all interior glass on a semi-annual basis or more often, as needed.
4. Clean all building diffusers and air vents.
5. Shampoo carpeted conference rooms
6. Strip wax and refinish all hard surface floors.

ANNUAL SERVICES:

1. Clean all light fixtures (wash reflectors, both sides of lenses and dry wipe tubes.)

PROOF OF COMPLIANCE:

Monthly, a report showing date of completion of all weekly, monthly, quarterly, semi-annual and annual cleaning must be mailed or hand delivered to a designated Tenant Agency representative. The custodial contractor will be asked to visit the site with the Tenant Agency's Point of Contact ("POC") representative to review the quality of services provided, on a periodic basis.

Tenant Agency POC: _____ **Date: _____**

POC Phone No. _____

Administrative Services/State Building Division

REQUEST FOR PROPOSAL - STANDARD LEASE AGREEMENT FORM

This Lease Agreement, hereinafter this "Lease," executed in duplicate, is by and between _____, a _____, a _____, hereinafter known as "Lessor," and the Department of Administrative Services, State Building Division, an agency of the State of Nebraska, hereinafter known as "Lessee," acting on behalf of _____**,** hereinafter known as "Tenant Agency," individually "Party and collectively the "Parties."

1. Premises. Lessor hereby leases, subject to the terms, covenants and conditions set forth in this Lease, to the Lessee, the premises located at

(address) _____

hereinafter "Demised Premises which consists of _____ square feet of leasable area, not including any Common Area, shown on the floor plan attached hereto and incorporated herein as Exhibit A – Demised Premises Floor Plan. Lessor warrants and represents that it is the owner of the Demised Premises. The Demised Premises are being leased for the sole purpose of _____ space.

1.1 Common Areas – Definition. "Common Areas" are all areas and facilities outside the Demised Premises and within the exterior boundary line of the building and grounds and interior utility raceways within the Demised Premises that are provided and designated by Lessor from time to time for the general non-exclusive use of Lessor, Lessee/Tenant Agency and other tenants of the building and their respective employees, suppliers, shippers, tenants, contractors and invitees.

1.2 Common Areas – Lessee/Tenant Agency's Rights. Lessor hereby grants to Lessee, for the benefit of Tenant Agency and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof.

2. Term.

2.1 The term of this Lease, hereinafter "Term," shall be for an initial period of ___ years, commencing on _____ hereinafter the "Commencement Date" and ending on _____ hereinafter the "Expiration Date" unless sooner terminated as hereinafter provided. This Lease shall in no case become effective until all required signatures and Exhibits have been obtained, the Tenant Improvements for the Demised Premises have been completed to the satisfaction of Tenant Agency and approved by Tenant Agency and SBD, and Demised Premises are ready for full legal occupancy. If Tenant Agency occupies said Demised Premises prior to Commencement Date, rent will commence at time of said occupancy and shall be prorated based on the number of days in the month of earlier occupancy. The Expiration Date shall remain the same despite the earlier occupation by Tenant Agency.

2.2 If for any reason Lessor cannot deliver possession of the Demised Premises to Lessee by the Commencement Date, Tenant Agency shall not, except as otherwise provided herein, be obligated to pay rent or perform any other obligation of Lessee under the terms of this Lease until Lessor delivers possession of the Demised Premises to Tenant Agency. The Term of the Lease shall commence on the earlier of (i) the date Tenant Agency takes possession of the Demised Premises for the conduct of business or (ii) ten (10) days following notice to Lessee that Lessor has substantially completed the Tenant Improvements, attached hereto and incorporated herein as Exhibit B – Tenant Improvements, provided such notice is no earlier than ten (10) days prior to the Commencement Date. If possession of the Demised Premises is not delivered to Tenant Agency within sixty (60) days after the Commencement Date and such delay is not due to Lessee's acts, failure to act or omissions Lessee may by notice in writing to Lessor within ten (10) days after the end of said sixty (60) day period cancel this Lease and the Parties shall be discharged from all obligations hereunder.

2.3 It is agreed between Lessor and Lessee that in the event the Lessor, Lessee and Tenant Agency have fully complied with all the terms and conditions of this Lease, in that event, Lessee prior to the expiration of the original Term of this Lease shall have the right exercisable at its sole option to renew the Lease for ____ term(s) as mutually agreed by all Parties in writing, upon the same terms and conditions as those set forth in the original Lease, including the right to negotiate the rental rate, provided Lessee notifies Lessor in writing of its exercise of such right within forty-five (45) calendar days before the end of the original Term of the Lease. If any of the terms or conditions of this Lease are to be changed for the extension of the Lease as per this Section 2, said changes must be mutually agreed to in writing between all Parties.

3. Rent.

3.1 Lessee shall pay Lessor rent in equal monthly installments payable in advance on the first (1st) day of each month throughout the Term of this Lease. Rent payable hereunder for any period of time less than one (1) month shall be determined by prorating the monthly rent herein specified based on the actual number of days in the month. Rent shall be made payable to:

" _____ "

and sent to Lessor at the address specified in Section 5, hereunder, or to such other address as Lessor designates in writing and served as notice to Lessee.

3.2 Tenant Agency will occupy _____ square feet of _____ space. The actual rentable area of the Demised Premises shall be determined in accordance with the Standard Method for Measuring "Floor Area in Office Buildings, Approved June 7, 1996 ("BOMA Standards") by the American National Standards Institute, Inc. (ANSI/BOMA 265.1-1996) acknowledged and accepted by Lessor by its attachment hereto and incorporated herein as Exhibit C, Acknowledgment and Acceptance of the Use of Net Useable Space Definition.

3.3 The payment schedule for the Term of this Lease shall be as follows: **OR** The payment schedule for the Term of this Lease is attached hereto and incorporated herein as Exhibit C, Rental Rates Yrs 1-__:

Lease Term	SqFt	Cost per sq ft	Total Annual Rent	Monthly Rent
Office				
Storage				

Other
MAY include TIA payment

3.4 Tenant Agency and Lessor agree that the Tenant Improvement Allowance stated in the Lessor's response to Request for Proposal, is based upon a proposed total of $_____ and amortized over a _____ year term with ____ increases annually. In the event the actual Tenant Improvement Allowance is less than $_____ and the Lessee, acting on behalf of the Tenant Agency, pays Lessor any or all of the final Tenant Improvement Allowance amount prior to acceptance of the Tenant Improvements and occupancy of the Demised Premises, then the Tenant Improvement total amount will decrease accordingly.

Upon acceptance of the completed Tenant Improvements, Tenant Agency and Lessor shall agree on the then final amount of the Tenant Improvement Allowance to be payable by the Lessee, acting on behalf of the Tenant Agency, within the first thirty (30) days of acceptance of the completed Tenant Improvements.

4. Termination.

4.1 This Lease may be terminated by Lessee by written notice to Lessor if sufficient appropriated funds are not available to Lessee and/or Tenant Agency for the purpose of paying necessary operating expenses of Tenant Agency, including rent on the Demised Premises. If any Governor's budget message is such that it does not include sufficient appropriated funds to pay necessary operating expenses of Tenant Agency, including rent hereunder, notice of such fact shall be given promptly to Lessor, and if at any time it appears that appropriated funds will be depleted in the future, or such funds are not sufficient to pay necessary operating expenses of Tenant Agency including rent hereunder, notice of such fact and the estimated date of depletion shall be given promptly to Lessor. If only a portion of the funds sufficient to pay the necessary operating expenses of Tenant Agency including rent hereunder are appropriated, this Lease may be kept in force with a prorate share of the space and corresponding rent decreased. Any such reduction shall be agreed upon by Lessor, Lessee and Tenant Agency.

4.2 Lessor and Lessee each shall have the right to cancel this Lease, for any reason whatsoever including no reason, upon giving one hundred eighty (180) days notice of such cancellation in writing to the other party.

4.3 Lessee may terminate this Lease immediately without penalty for the following reasons: (a) if directed to do so by statute; (b) if Lessor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business; (c) if a trustee or receiver of Lessor or of any substantial part of Lessor's assets has been appointed by any court; (d) in the case of fraud, misappropriation embezzlement, malfeasance, misfeasance, or illegal conduct by Lessor, its employees, officers, directors, or shareholders; (e) if an involuntary proceeding has been commenced by any party against Lessor under any one of the chapters of Title 11 of the United States Code and (i) if the involuntary proceeding has been pending for at least sixty (60) days; or (ii) Lessor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) Lessor has been decreed or adjudged a debtor; (f) A voluntary petition has been filed by Lessor under any of the chapters of Title 11 of the United States Code.

4.4 Lessee may terminate this Lease, in whole or in part, if Lessor fails to perform its obligations under this Lease in a timely and proper manner. Lessee may, by providing a written notice of default to Lessor, allow Lessor to cure a failure or breach of this Lease within a period of thirty (30) days. Allowing Lessor time to cure a failure or breach of contract does not waive Lessee's right to immediately terminate this Lease for the same or different contract breach which may occur at a different time.

4.5 If the whole or substantial part of the building or Demised Premises shall be taken or condemned by any competent authority for any public use or purpose, unless otherwise agreed upon in writing by the Parties, this Lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purchase, and without apportionment of the award, and current rent shall be apportioned to the date of termination.

IF THERE WERE TENANT IMPROVEMENTS PAID BY Tenant Agency, add:

4.6 If Lessee opts to terminate this Lease during the Term for any reason other than non-appropriations or failure of Lessor to comply with the terms and conditions, Tenant Agency shall be responsible for any outstanding Tenant Improvement costs and such amount shall be based on the number of years remaining on the agreed to original Term.

If Lessor opts to terminate this Lease during the Term for any reason other than failure of Lessee to comply with the terms and conditions, Lessor shall be responsible for any outstanding Tenant Improvement costs remaining on the agreed to original Term.

:

5. Notices. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified return receipt and addressed as follows:

To the Lessor at:

_____
Attn: _____
_____
_____
Phone: _____

To the Lessee at:

AS/State Building Division
Attn: Leasing Coordinator
PO Box 98940
Lincoln, NE 68509-8940
Phone: (402) 471 0450

6. Assignment and Subletting.

6.1 Lessee shall not assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld. Any occupant, assignee, or sub-lessee must agree to abide by all of the terms and provisions of this Lease. Lessor shall not assign this Lease without the written consent of Lessee, which shall not be unreasonably withheld.

6.2 Notwithstanding the provisions of Section 6.1, above, Lessee may assign or sublet the Demised Premises, or any portion thereof, to any agency, board or commission of the State of Nebraska provided that said assignee assumes, in full the obligations of Lessee under this Lease.

7. Inspection. Lessee and/or Tenant Agency agree to permit Lessor and/or its authorized representative to enter the Demised Premises during usual business hours for the purposes of inspecting the same. Lessee and/or Tenant Agency agree that Lessor may enter the Demised Premises at any reasonable time for the purpose of making

necessary repairs for which Lessor is responsible for such repairs that are demonstrably necessary for the safety and preservation of the Demised Premises.

8. Fixtures and Personal Property. Any trade fixtures, equipment or personal property installed in or attached to the Demised Premises by or at the expense of Lessee and/or Tenant Agency, shall be and remain the property of Lessee and/or Tenant Agency and Lessor agrees that Lessee and/or Tenant Agency shall have the right to remove any or all of its personal property, trade fixtures and equipment. Equipment and other personal property which may have been stored or installed by or at the expense of Lessor shall be and remain the property of Lessor. Tenant Agency agrees that it will, at its expense, repair any damage occasioned to the Demised Premises by reason of the removal of its trade fixtures, equipment and other personal property.

9. Alterations. Lessee and Tenant Agency will not permit any alterations or additions to any part of the Demised Premises, except by written consent of Lessor, which consent shall not be unreasonably withheld. All alterations to the Demised Premises shall remain for the benefit of Lessor unless otherwise provided in said consent. Notwithstanding the foregoing, Tenant Agency may, with or without consent of Lessor, make additions, alterations, repairs or décor changes to the Demised Premises of a non-structural nature, provided that upon completion of such alterations and additions, the fair market value of the Demised Premises and rental value thereof will not be less than the fair market value and rental value of the Demised Premises immediately prior to such alterations and additions. Said fair market value and rental value shall be determined by a licensed real estate appraiser, in good standing in the State of Nebraska, mutually agreed to by Lessee and Lessor.

10. Return of Premises. At the conclusion of this Lease or any extension thereof, Lessee shall return the Demised Premises to Lessor in the same condition as it was received at origination of this Lease, normal wear and tear or alterations permitted as per Section 9, above, excepted. If at the conclusion of this Lease or any extension thereof, Lessor is of the opinion that Tenant Agency is not leaving the Demised Premises in the same condition as it was received, normal wear and tear excepted, then such costs of restoration will be mutually agreed upon between the Parties. If the costs cannot be agreed upon, the costs will be determined by a panel of three (3) persons consisting of Lessee, Lessor, and one (1) person selected by mutual consent of the Parties.

11. Destruction of Premises.

11.1 If a portion of the Demised Premises or the building is damaged by fire, unavoidable casualty, Act of God, or some other event that renders the Demised Premises unfit ("Event") such that Lessee is prevented from conducting its business in the premises in a manner reasonably comparable to that conducted immediately before such Event, then Lessee may terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Event. The portion of any lease payment which is attributed to the period of time after the Lease has been terminated in the above manner shall be refunded by Lessor to Lessee. If Lessee does not so timely terminate this Lease, then Lessor shall repair the building or the Demised Premises, as the case may be, as provided below, and the lease payment for the portion of the Demised Premises rendered unusable for Tenant Agency's purposes by the damage or repair shall be abated on a reasonable basis from the date of damage until the completion of the repair, unless a Tenant Agency caused such damage, in which case, Tenant Agency shall continue to pay the lease payment without abatement.

11.2 Lessor shall, within fifteen (15) days after such Event, deliver to Lessee a good faith estimate of the time needed to repair the damage caused by such Event. Lessor shall be responsible for repairing the same in a timely manner at Lessor's own expense and the lease payments shall be suspended from

the time of the Event until the Demised Premises have been put in substantially the same condition as they existed immediately before such Event.

12. Repair and Maintenance. During the Term of this Lease, Lessor shall maintain the premises including, but not limited to, general landscaping, sidewalks, building entrances and parking areas, the roof, exterior walls, exterior doors, exterior windows and corridors of the building, and the building equipment in good repair and tenantable condition. Lessor's obligations include, but are not limited to, the maintenance and repair of the plumbing, heating, electrical, air-conditioning and ventilating equipment and fixtures, and consequential damages that result from plumbing, window and roof leaks to the end that all such facilities are kept in good operative condition except in case of damage arising from a willful or negligent act of Lessee's and/or Tenant Agency's agent, invitee, or employee. In addition, it is the responsibility of Lessor to ensure that the electrical power to the Demised Premises is distributed in such a way to make it convenient to provide reasonably adequate outlets to general office space and Common Areas; this is in addition to reasonably adequate electrical power required for general lighting and heating, ventilating and air conditioning equipment. Lessor's obligations shall also include, but are not limited to, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters and air conditioning and ventilating equipment filters.

13. Services and Utilities.

13.1 Utilities: All utility services for use by Tenant Agency in the Demised Premises and associated building and associated fees shall be the responsibility of Lessor. In the event of any outage of utility services to the Demised Premises, Lessor shall use its best efforts to restore said utility services promptly.

13.2 Janitorial Services/Supplies: Lessor shall be responsible for all janitorial services and/or supplies for the Demised Premises, as shown on attached Exhibit D, Custodial Performance Requirements. Lessor shall be responsible for all janitorial services and/or supplies for the remaining square footage of the associated building.

13.3 Parking Stalls: Lessor shall provide no less than _____ parking stalls and _____ ADA compliant stalls, as shown on Exhibit E, Parking Lot Plan, attached hereto and incorporated herein.

13.4 Other: Lessor will provide trash removal, snow/ice removal from parking lots, building entrances, exits, surrounding sidewalks and driveways, lawn care, and interior and exterior pest control and to correct any unsafe condition in a timely manner. All maintenance-related services including, but not limited to, electrical (including light tube/bulb/ballast replacement and installation), mechanical (including furnace filters installation and replacement and other routine maintenance services), plumbing (including clearing clogged toilets and drains within twenty-four (24) hours of notification), structural, roof, lawn services, pest control, etc., provided by Lessor as part of the rental rate. Lessor is responsible for snow and ice removal of entrances/exits, sidewalks, driveways and parking areas within twenty-four (24) hours after cessation of snow, sleet, or icy weather. It is Lessor's responsibility to correct all unsafe conditions relating to freezing and thawing in a timely manner.

Prior to the start of each business day, Lessor is responsible for snow and ice removal for building entrances/exits, sidewalks, driveways and parking areas. If conditions warrant, additional snow and ice removal may be needed during the business day based on conditions and the accumulation of snow, sleet, and ice. Lessor is responsible to correct all unsafe conditions relating to freezing and thawing.

MAY ADD following if lease is for a longer term:

Lessor agrees to paint the walls of the Demised Premises every ten (10) years with at least one (1) coat of paint; to repair/replace carpet that is worn or becomes hazardous; shall have the carpet cleaned annually and spot cleaning shall be performed, as needed, throughout the year, at Lessor's expense.

13.5 Tenant Agency agrees to pay the monthly charges to provide telephone and/or computer networking services supplied to the Demised Premises for the use of Tenant Agency. It is the responsibility of Lessor to ensure adequate entrance facilities are provided by the local communications company for the services required. Lessor shall provide communication cabling to each desk and/or work station. Each desk and/or work station shall have a telephone and computer network jack provided. Each telephone and computer jack shall be terminated on separate cables, which shall be terminated to separate connecting blocks/patch panels at the appropriate central locations. All voice/data cabling will originate from a central communications closet to all requested locations/work stations/offices. Each voice and data faceplate and closet termination point shall be labeled and a copy of the labeling scheme shall be made a part of this Lease and incorporated herein as Exhibit F, Voice and Data Faceplate and Closet Termination Point Labeling Scheme as a reference schematic for Tenant Agency and Lessor. A current copy of the labeling scheme shall be provided to both Tenant Agency and Lessor by the installer upon request by either Party throughout the Term of this Lease.

13.6 Tenant Agency agrees to pay all costs and monthly charges to provide cable service to the Demised Premises, if any.

13.7 Communications installation methods and procedures shall meet the ANSI/TIA/EIA-568-B wiring standards and those set by the State of Nebraska, Office of the Chief Information Officer, as set forth in the Request for Proposal and all work shall be performed by qualified personnel in the telecommunications field.

14. Holding Over. In the event Lessee remains in possession of the Demised Premises after the expiration of the Term or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to termination by either party by providing thirty (30) days written notice of termination to the other party, and otherwise on the terms and conditions herein specified. The lease payment payable during any holdover period shall be the same as the monthly lease payment payable in the last month prior to expiration unless another amount is mutually agreed upon in writing by Tenant Agency, Lessee and Lessor.

15. Compliance with Law.

15.1 Lessor shall, at its expense, comply with all applicable statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations, requirements and orders of duly constituted public authorities now or hereafter in any manner affecting the Demised Premises, or the use thereof, or the sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements, or orders which may be hereinafter enacted involve a change of policy on the part of the governmental body enacting the same.

15.2 The Demised Premises shall meet all current applicable code requirements, including but not limited to fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines.

15.3 Lessor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work

authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If Lessor is an individual or sole proprietorship, the following applies:

1) Lessor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us. See Exhibit G, United States Citizenship Attestation Form, if applicable.

2) If Lessor indicates on such attestation form that he or she is a qualified alien, Lessor agrees to provide the US Citizenship and Immigration Services documentation required to verify Lessor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3) Lessor understands and agrees that lawful presence in the United States is required and Lessor may be disqualified or the lease terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

16. **Liabilities – Limited or Negligent Acts.** Lessee and/or Tenant Agency shall not be responsible for any liabilities resulting from negligent acts or omissions of Lessor, its agents, invitees or employees, and Lessor will hold Lessee and/or Tenant Agency harmless from any damages or injuries caused by Lessor, its agents, invitees or employees. Lessor shall not be responsible for any liabilities resulting from the negligent acts or omissions of Lessee and/or Tenant Agency, its agents, employees or invitees.

17. Default.

17.1 In the event Tenant Agency and/or Lessee fails to pay any lease payment due herein or fails to keep and perform any of the other terms or conditions hereof, Lessor may serve written notice of default upon Lessee. Upon such receipt, Lessee and/or Tenant Agency shall have thirty (30) days to cure the default so noted in the notice of default. If, after said cure period the default has not been cured, Lessor may resort to any and all legal remedies or combination of remedies which Lessor may desire to assert, including but not limited to one or more of the following: (1) declare the Lease terminated; (2) file a claim for the lease payment due under the Lease and/or for any damages sustained by Lessor; (3) continue the Lease in effect and relet the Demised Premises on such terms and conditions as Lessor may deem advisable with Lessee and/or Tenant Agency remaining liable for the monthly lease payment until the Demised Premises is relet.

17.2 No action by Lessor shall be construed as an election to terminate the Lease unless written notice of such intention is given to Lessee by certified mail, return receipt requested.

17.3 In the event Lessor fails or refuses to comply with any requirements of the Lease within thirty (30) days of the event giving rise to the requirement or in the event of an emergency constituting a hazard to the health or safety of Lessee's and/or Tenant Agency's employees, property, or invitees, Lessee and/or Tenant Agency may perform such maintenance or make such repair at its own cost and, in addition to any other remedy Lessee and/or Tenant Agency may have, may deduct the amount thereof from the lease payment that may then be or thereafter become due hereunder.

18. Compliance with Civil Rights Laws and Equal Opportunity Employment. Lessor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment. Neither Lessor nor any subcontractor of Lessor shall discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to the employee or applicant hire, tenure, terms, conditions or privileges of employment, because of his or her race, color, religion, sex, disability or national origin.

19. Drug Free Workplace. Lessor certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Lessor agrees to provide a copy of its drug free workplace policy at any time upon request by Lessee.

20. Lessor Site Policies, Rules and Regulations, Smoking Policy and Signage Criteria. Tenant Agency shall use its best efforts to ensure that its employees, agents and subcontractors comply with Lessor's site Policies, Rules and Regulations, while on Lessor's premises, attached hereto and incorporated herein as *Exhibit H-1, Rules and Regulations*. Tenant Agency shall use its best efforts to ensure the policies, rules and regulations are adhered to inside and outside the Demised Premises.

If Tenant Agency must perform on-site work outside of the daily operational hours as provided to Lessor, Tenant Agency must make arrangements with the Lessor to ensure access to the facility and Tenant Agency equipment.

Tenant Agency shall use its best efforts to ensure the requirements, as applicable, are met when placing signage, inside or outside of Demised Premises, attached hereto and incorporated herein as *Exhibit H-2, Signage Criteria*.

Tenant Agency shall use its best efforts to ensure the smoking policy is complied with on Lessor's Demised Premises, both inside and outside the building, attached hereto and incorporated herein as *Exhibit H-3, Smoking Policy*.

21. Insurance and Notice of Self Insurance. Lessor shall provide proof it has obtained all the insurance required hereunder and such insurance shall be approved by Lessee. Approval of the insurance by Lessee does not relieve or decrease the liability of the Lessor hereunder. If by the terms of any insurance, a mandatory deductible is required or if Lessor elects to increase the mandatory deductible amount, Lessor shall be responsible for payment of the amount of the deductible in the event of a paid claim. This Section 21 shall in no way affect the indemnification, remedy, or warranty provisions set forth in this Lease or Lessee's right of recovery thereunder.

21.1 Lessor shall take out and maintain during the life of this Lease the statutory Workers' Compensation and Employers' Liability Insurance for all of its employees to be engaged in work for Lessor. Lessor shall require any subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is being performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of Lessee. The amounts of the insurance shall not be less than the limits stated hereinafter.

21.2 Lessor shall take out and maintain during the life of this Lease such Commercial General Liability insurance as shall protect it and any subcontractor performing work covered by this Lease from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Lease, whether such operation be by Lessor or any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than the limits stated hereinafter. The Commercial General Liability insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability

coverage and shall include Lessee as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory.

21.3 Lessor shall take out and maintain during the life of this Lease such Commercial Automobile Liability insurance as shall protect it and any subcontractor performing work covered by this Lease from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Lease whether such operation be by Lessor or any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than the limits stated hereinafter. The Commercial Auto Liability insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

21.4 Insurance Coverage Amounts Required.

21.4.1 Workers' Compensation and Employer's Liability

Coverage A – Statutory		
Coverage B –	*Bodily Injury by Accident* -	$100,000 each accident
	Bodily Injury by Disease -	$500,000 policy limit
	Bodily Injury by Disease -	$100,000 each employee

21.4.2 Commercial General Liability

General Aggregate -	$2,000,000
Products/Completed Operations Aggregate-	$2,000,000
Personal/Advertising Injury -	$1,000,000 any one person
Bodily Injury/Property Damage -	$1,000,000 per occurrence
Fire Damage -	$50,000 any one fire
Medical Payments -	$5,000 any one person

21.4.3 Commercial Automobile Liability

Bodily Injury/Property Damage -	$1,000,000 combined single limit

21.4.4 Umbrella/Excess Liability

Over primary insurance -	$1,000,000 per occurrence

21.5 Lessor shall furnish Lessee with a certificate of insurance coverage, attached hereto and incorporated herein as Exhibit I, Certificate of Insurance, which shall be submitted to Lessee annually thereafter through the Term of this Lease. The certificate shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the Lessee is damaged by the failure of Lessor to maintain such insurance, then the Lessor shall be responsible for all reasonable costs properly attributable thereto.

21.6 The Lessee, under the provisions of R.R.S., 1943, Section 81-8,239.01, self-insures all such exposures and is financially capable of retaining those losses should they occur. If there is a liability loss under the provisions of this Lease signed by the Tenant Agency, a claim may be filed with the State Claims Board and, if approved, will be paid from the State Tort Claims Act, R.R.S., 1943, Section 81.8,2098,

et al., and any other provision of law. Workers' Compensation is statutorily required in Nebraska and the Lessee is fully self-insured. Occupational diseases are fully covered by law.

22. Amendments and Binding Effect. This Lease may not be amended except by instrument in writing signed by Lessor, Lessee and Tenant Agency. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing signed by the applicable party and no custom or practice which may evolve between the Parties in the administration in the terms hereof shall waive or diminish the right of either party to insist on the performance of the other party in strict accordance with the terms hereof.

23. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

24. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties or agreements have been made by Lessor or Lessee to the other with respect to this Lease or the obligations of Lessor or Lessee in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

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Administrative Services/State Building Division

REQUEST FOR PROPOSAL -
LETTER TO POTENTIAL STATE VENDORS AND DRUG FREE WORKPLACE POLICY

This is to inform vendors of the State of Nebraska's Drug Free Workplace Policy. This policy is a term and condition of bidding and requires any contractor or vendor doing business with the State to provide assurance that they operate a drug free workplace.

To be in compliance with the policy, all vendors must submit a written *Drug Free Workplace Policy* with their bid proposal. Failure to comply with the Drug Free Workplace Policy may preclude vendors from being awarded State business. An example of an acceptable Drug Free Workplace Policy is provided below and included as a guideline.

If you choose to base your policy on the sample provided, you may use any portions you feel are applicable to meet the needs of your business. You may already have a drug/alcohol policy in an employee handbook which you may submit with your proposal to meet this condition.

A single statement that you are a drug free workplace is not acceptable. Your Policy should include at the minimum: (1) that your company does not allow alcohol or drugs during work hours or at the worksite; (2) what action will be taken against and employee if your policy is not adhered to; and (3) that your employees have been informed of your policy.

If you are a parent company, please indicate if your policy applies to all branches of your company. Please be aware that the State is not requiring vendors to obtain a legal description of a policy or to provide training or rehabilitation services.

We welcome your participation in this positive effort against drug abuse.

EXAMPLE

DRUG FREE WORKPLACE POLICY

The State of Nebraska is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive work force. To this end, the State endorses the philosophy that the work place should be free from the detrimental effects of illicit drugs. To ensure worker safety and workplace integrity, the State of Nebraska prohibits the illegal manufacture, possession, distribution or use of controlled substances in the work place by its employees or those who engage or seek to engage in business with the State.

In an effort to bring about a 'Drug Free Nebraska' and to assure employees of a workplace free from illegal drugs and their effect, the State of Nebraska, through its administrative entities, will implement the following Drug Free Workplace Policy.

1. **SCOPE:** Applicable to all code agency employees.

2. **POLICY:** It is unlawful to illegally manufacture, distribute, dispense, possess or use a controlled substance in the workplace. The Department, therefore, establishes a drug free workplace policy for its employees.

3. **PROCEDURES:**

A. All employees and each new hire will receive a copy of this policy.
B. Each employee will receive a drug abuse awareness from which will state it is unlawful to manufacture, distribute, dispense, possess, or use a controlled substance in the workplace. Each employee will sign and date this statement certifying that he/she:

1. Understands and will abide by the drug free workplace.
2. Has knowledge of disciplinary actions which may be imposed for violations of the drug free workplace policy. The signed and dated statement will be forwarded to the employee's immediate Supervisor who will forward it to the individual in charge of personnel records. The signed and dated statement will be permanently maintained in the employee's personnel file.

C. All current employees will receive drug abuse awareness training. New hires will receive the training within the first six months of date of hire. This training shall include:

1. A definition of drug abuse.
2. Information on specific drugs and the effects of drug abuse.
3. Dangers of drug abuse in the workplace.
4. Availability of counseling and treatment of services.
5. Disciplinary actions which may be imposed on employees for violations of this policy.

D. If an employee violates the drug free workplace policy, disciplinary action may be imposed according to established rules and regulations of the State Department of Personnel or applicable labor agreements.

E. If an employee is convicted of violating any criminal drug statue while on the workplace, he or she will be subject to discipline up to and including termination. Alternatively, the agency may require the employee to successfully finish a drug abuse program sponsored by an approved private or governmental institution.

F. An employee is required to report within five days, any criminal drug statute conviction occurring in the workplace to his immediate Supervisor. The Supervisor will immediately report such conviction to the Director of the agency.

G. If the department is a grantee of federal funds, the Department shall notify the Federal granting agency within ten days after receiving notice of an employee's drug statue conviction.

DRUG FREE WORKPLACE POLICY

I, _____, confirm that our company, _____

_____, has a Drug Free Workplace Policy which stipulates:

- That our company does not allow alcohol or drugs during work hours or at the work site;
- Corrective action will be taken against any employee who fails to follow our policy; and
- That our employees have been informed of this policy

If you are a parent company, please check on of the following:

_____ This policy applies to all branches of our company.

_____ This policy does **not** apply to all branches of our company.

_____
Signature

_____
Title

_____
Date

Administrative Services/State Building Division

REQUEST FOR PROPOSAL - PROPOSAL EVALUATION CRITERIA

EVALUATION OF PROPOSALS

All responses to this RFP which fulfill all mandatory requirements shall be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Executive Summary;
2. Technical Proposal (Technology and Building/Location Requirements); and
3. Cost Proposal.

Award of lease/contract shall be pursuant to State statute 81-1108.55:

81-1108.55 Competitive bids; award to lowest responsible bidder; elements considered; procurement reports. All purchases, leases, or contracts which by law are required to be based on competitive bid pursuant to section 81-1108.16 shall be made to the lowest responsible bidder, taking into consideration the best interests of the state, the quality or performance of the property proposed to be supplied, its conformity with specifications, the purposes for which required, and the times of delivery. In determining the lowest responsible bidder, in addition to price, the following elements shall be given consideration:

(1) The ability, capacity, and skill of the bidder to perform the contract required;
(2) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
(3) Whether the bidder can perform the contract within the time specified;
(4) The quality of performance of previous contracts;
(5) The previous and existing compliance by the bidder with laws relating to the contract;
(6) The life-cost of the property in relation to the purchase price and specific use of the item;
(7) The performance of the property, taking into consideration any commonly accepted tests and standards of product usability and user requirements;
(8) Energy efficiency ratio as stated by the bidder for alternative choices of appliances or equipment;
(9) The information furnished by each bidder, when deemed applicable by the State Building Administrator, concerning life-cycle costs between alternatives for all classes of equipment, evidence of expected life, repair and maintenance costs, and energy consumption on a per-year basis; and
(10) Such other information as may be secured having a bearing on the decision to award the contract.

Reports regarding procurements made pursuant to this section shall be provided to the State Energy Office. Such reports shall be in the form and contain such information as the State Energy Office may require.

All political subdivisions may follow the procurement principles set forth in this section if they are deemed applicable by the official authorized to make purchases for such political subdivision.

Source: Laws 1992, LB 1241, ss

In addition to the above Statute requirements, all proposals will be compared and evaluated on the State's assessment of the following factors:

Location	15%
Parking	15%
Safety/Security	15%
Quality of Building Shell	10%
Future Expansion	5%
Architect & Process	10%
Shell Rental Rate	20%
Tenant Improvement Allowance	10%

The SBD reserves the right to make site visits and/or inspections prior to awarding this lease. Proposals must include the name, address and telephone number of the person(s) necessary to arrange such site visits.

EVALUATION COMMITTEE

Proposals will be independently evaluated by the SBD points of contact and the Tenant Agency's authorized representative(s).

Prior to contract award, bidders are advised that only the points of contact indicated in the RFP can clarify issues or render any opinion regarding the RFP. No individual employee of the State or any other employee of the SBD or Tenant Agency is empowered to make binding statements regarding this RFP.

MANDATORY REQUIREMENTS

The bid proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal For Real Property Lease form, signed in ink;
2. Executive Summary;
3. Technical Proposal:
4. Collaboration must occur with all interested parties (e.g., building owners and telecommunication providers). Proposals may be submitted for profit or nonprofit entities. The proposal must contain names and addresses of all parties who assisted in the submission;
5. If applicable, evidence of ISDN PRI service from a local telecommunications service provider who is certificated by the Nebraska Public Service Commission with PRI service capability;
6. If applicable, evidence of Ethernet based service capable of a minimum of 10 Mb scalable to 45 Mb from a service provider who is certificated by the Nebraska Public Service Commission, or a local provider who will provide an acceptable communications path to a certificated provider;
7. If applicable, evidence showing that the necessary technology space requirements are available; and

8. Documentation that the building square footage meets at least the necessary minimum selected size as outlined in the proposal.
9. Cost Proposal for Tenant Improvements;
10. Floor Plan to demonstrate an efficient layout:
    A one-line floor plan (to-scale) with measurements depicting the proposed space;
    Its location in the building;
    Its ability to provide the necessary office layouts;
    Indicate location of narrow column spacing, atriums, light wells, or other areas interrupting contiguous spaces; extremely long, narrow runs of space, irregular space configurations, or other unusual building features; and
    Indicate the location of common area restrooms and entrances for the disabled;
11. Architect/Engineer information and a basic description of experience with office design, see Bidder Leasing Proposal;
12. Future expansion options identified should Tenant Agency needs increase during the lease term, see Bidder Leasing Proposal;
13. References of at least three (3) responsible parties who can attest to the performance of the bidder in a lease agreement or other contractual relationship, see Bidder Leasing Proposal;
14. Copy of a deed or other legal document showing proof of ownership, see Bidder Leasing Proposal; and
15. Drug-Free Workplace Policy, see Bidder Leasing Proposal.

SITE VISITS

Bidders whose bid proposals meet the mandatory criteria may be contacted for a site visit. A site visit may be conducted to inspect and evaluate the proposed location and/or building. The SBD points of contact shall schedule the site visit(s).

REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, etc), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate top scoring bidders from consideration for award.

SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an award to comply with any statutory registration requirements pertaining to types of business entities (e.g., a foreign or domestic corporation, non-resident contractor, limited partnership, or other type

of business entity). The bidder who is the recipient of an award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be completed within 24-hours of the lease contract award.

VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the contract award, shall be grounds for action by the State which may include, but is not limited to, the following:

Rejection of a bidder's proposal; and
Suspension of the bidder from further bidding with the State for a period of time relative to the seriousness of the violation, such period to be within the sole discretion of the SBD.

STATE OF NEBRASKA
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE BUILDING DIVISION CA-xxxxxxx
SPACE ALLOCATION AGREEMENT

This Space Allocation Agreement, this "SAA," is by and between the **Department of Administrative Services, State Building Division**, as "Lessee," and the **Agency Name**, as "Tenant Agency." The terms and conditions of this SAA are based on **type** space at:

Address
City, NE Zip

Responsibilities of Tenant Agency:

Point-of-Contact. Tenant Agency will determine who will serve as the Point-of-Contact, hereinafter known as the "POC," for the Demised Premises and include the POC name and contact information in the space provided below. The POC will provide communication between the Tenant Agency employees and the Lessee.

Concerns. The POC will receive, from Tenant Agency employees, concerns including, but not limited to air quality, Lessor performance and Lease non-compliance. POC will forward to Lessee, those concerns that require communication with Lessor.

POC: _____

POC Contact Email and Phone No: _____

Rent. Rent for this space is paid and is as illustrated in the following table:

Lease Term	SF	Rate	Annual Rent	Monthly Rent	Annual 1% Admin Fee	Monthly per Billing	Monthly Billing
Month dd, yyyy - Month dd, yyyy							
	#	#	$#	$#	$#	$#	$#
	#	#	$#	$#	$#	$#	$#

Agency Rent Business Unit No: _____

Responsibilities of Lessee

Renewals. Prior to the expiration of the current Lease Term, Lessee will negotiate, on behalf of Tenant Agency, any renewals remaining, including changes such as rental rates, renewal term, and improvements.

Concerns. Lessee shall receive concerns including, but not limited to, air quality, Lessor performance and Lease non-compliance. If concerns come from Tenant Agency employees other than the designated POC, Lessee will forward such concerns to the POC. Lessee will provide assistance, upon request from the POC, in communicating with Lessor.

Administrative Services/State Building Division

REQUEST FOR PROPOSAL - SPECIFICATIONS FOR PROPOSED SPACE

For space greater than 5,000 sf - EXAMPLE:

PROJECT SPECIFICATIONS

This space will be a State of Nebraska facility used by State employees and the public.

Business Day:
The agency shall be open Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding state and federal holidays.

Hours of Operation:
6:30 A.M. – 6:00 P.M. CST/DST, access 24 hours a day, 7 days a week

Number of FT Employees: _____

Building Specifications - Square Footage:

Area	Square Feet
General Office Space	
Storage Space	

Method for Measuring:

For purposes of this RFP and subsequent lease, the following standards are the method for determining the actual rentable area of a building available to an occupant for their specific use, more commonly referred to as the Demised Premises, not including any Common Area:

(1) As a sole tenant, the rentable area shall include the interior floor space measured from exterior wall-to-exterior wall;

(2) In a multiple tenant space, the rentable area shall include the space from exterior wall to one-half the wall thickness of the interior wall dividing the agencies, or when an exterior wall is not part of the rentable area, the rentable space will be determined by the distance from one-half the thickness of the boundary walls, including such areas as building support column footprints. Common Areas shall not be included in either sole tenant or multiple tenant space; and

(3) "Common Areas" are all areas and facilities outside the Demised Premises and within the exterior boundary line of the building and grounds and interior utility raceways within the Demised Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee/Tenant Agency and other tenants of the building and their respective employees, suppliers, shippers, tenants, contractors and invitees. Common areas may include mechanical/electrical areas, building service areas, public restrooms, public break areas, public corridors, vestibules, elevator lobbies, elevator shafts, escalators, stairways and stair towers, and receiving

areas such as docks, etc. During the lease term, the Lessor shall grant Lessee, for the benefit of Tenant Agency and its employees, suppliers, shippers, contractors, customers and invitees, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof.

Common areas include mechanical/electrical areas, building service areas, public restrooms, public break areas, public corridors, vestibules, elevator lobbies, elevator shafts, escalators, stairways and stair towers, and receiving areas such as docks, etc.

Demised Premises - Structure:

Demised Premises shall be designed and constructed using the proven best practices and technology, with careful use of natural resources. Construction materials should be selected on the basis of aesthetic quality, long-term durability and operational efficiency.

The Demised Premises structure and building components shall include, but not limited to, roofing systems and waterproofing elements, entrances, ceilings, walls, floors and/or floor coverings, windows, lighting, and, common areas accessible to Tenant Agency such as lobbies, public restrooms, fire egress corridors and stairwells, elevators, garages, and services areas, and all mechanical equipment, such as HVAC system, electrical service, plumbing, sprinklers, etc., shall be coordinated with Tenant Improvements during construction.

Entrances:
All exterior building doors and doors necessary to the lobbies, common areas, and core areas shall have door handles or door pulls with heavyweight hinges; corresponding doorstops (wall or floor mounted) and silencers; public use doors shall be equipped with kick plates; exterior doors and all common area doors shall have automatic door closers; and, exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire doors shall be installed on all fire egress doors. Interior doors shall have a solid core wood veneer to match surrounding paneling, shall include a viewing panel in doors or a side-light adjacent to doors and acoustic gaskets. Server/Data and Voice Communications room shall have a solid core door with key/lock. Background noise criteria and sound isolation requirements for doors can be found on page ___ of the AGENCY Conceptual Requirements.

Ceilings:
Ceilings throughout the Demised Premises shall be provided by the Lessor at Lessor's expense. Ceilings shall be composed of painted gypsum board and shall include ductwork, diffusers, sprinkler systems and raceways for data wiring.

Shell ceilings shall be at least 10 feet measured from floor to the lowest obstruction. Other ceilings shall be at preferably ____ feet measured from floor to the lowest obstruction or no less than 8 feet.

Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring.

Ceilings in the Server/Date and Voice Communications room must be a minimum of 10 feet from the floor to the lowest obstruction.

Walls/Pillars:

All permanent, perimeter, and demising slab-to-slab walls (including all columns) will be finished with paint and the baseboard shall all be included in the building shell provided by Lessor at Lessor's expense. These walls must be properly insulated with sound batting to ensure privacy and confidentiality.

Raceways for data wiring contained within the walls throughout the Demised Premises shall be provided by the Lessor at Lessor's expense.

Background noise criteria and sound isolation requirements for walls must meet or exceed industry standards.

Flooring:
Flooring throughout the Demised Premises shall be provided by Lessor at Lessor's expense. Flooring in the office spaces should be carpet tiles of a premium grade. Restroom flooring and walls shall be composed of ceramic tiles. Lessee reserves the right to decide the color of the flooring.

Windows:
Windows, coordinated with Tenant Improvements, shall be provided by Lessor at Lessor's expense. All windows shall be energy efficient. Operable windows that open shall be equipped with sturdy locking devices.

Lighting:
Interior lighting fixtures shall be provided by Lessor at Lessor's expense and shall be similar or same as the building standard, and include zoned lighting in conference rooms; lighting in other areas shall be appropriate for the specific area or specific end user; shall be functional, energy efficient, recyclable, and easy to maintain.

Exterior lighting shall be sufficient in and around exterior parking areas, vehicle driveways, pedestrian walkways, and the building perimeter.

Heating and Cooling:
All insulation and HVAC system materials and products shall be provided by Lessor at Lessor's expense, included in the building shell rate and meet ASHRA requirements. HVAC system controls must be coordinated with Tenant Improvements.

The AGENCY shall have control of heating, air conditioning, and ventilation settings including individual thermostat controls for walled office space. Interior spaces shall be separately zoned. Separate thermostats shall be included for each conference room, long term storage and private offices. The HVAC logistics must take into account that AGENCY office hours are 6:30 a.m. to 6:00 p.m. and a temperature rate of 68°F to 76°F must be maintained. In addition, AGENCY personnel may work evenings and weekends; the ability to heat or cool some areas independent of others is an important consideration.

The server data and voice communication equipment room and security equipment room must be able to maintain a constant 72°F temperature under all conditions. In addition, the temperature in these rooms must be monitored with alarm notifications when deviations occur.

Sound dampers in duct work and other sound mitigation devices must be considered to ensure that heating and cooling functions don't interfere with the work of the Agency. HVAC sound levels should be as follows:

Office areas, conference rooms, etc. – 40 dBA or less.

HVAC systems in all spaces proposed are required to meet current thermal environmental conditions for human occupancy (ASHRAE standard 55-2004) and ventilation standards (ASHRAE Standard 62.1-2004).

The Lessor shall provide and operate all building equipment and systems. Exposed ducts, piping and conduits are not permitted in any area of the Demised Premises.

Plumbing:
The following shall be included in the building shell and shall be provided by the Lessor at Lessor's expense: hot and cold water risers and domestic waste and vent risers; drinking fountain(s) and restrooms; break room sink; a set of drinking fountains for each set of restrooms; a minimum of _____ ( ) sets of restrooms to include one set (one for men and one for women) will be located near the entrance to the AGENCY's office for use by visitors/public, a second and third set will be designated as 'staff' restrooms and should be centrally located for convenience and security; the number of stalls per restroom set should be proportionate to the number of anticipated users.

All restrooms are to be fully equipped with toilets, partition walls, sinks, mirrors, soap dispensers, towel dispensers, and waste receptacles for anticipated users and accessible according to the ADAAG requirements and all fixtures must be high grade commercial fixtures. All restrooms must meet current city and/or local codes. Proposal must include restroom size and number of stalls.

Mechanical:
Mechanical equipment shall not disrupt nor distract from Agency work.

Electrical:
Main power distribution switchboards and distribution and lighting panel boards shall be included. All power distribution equipment shall meet National Electrical Code and shall be required to handle the actual specified and projected loads. Distribution panels are required to accommodate circuit breakers for the actual calculated needs.

Main distribution for standard office occupancy shall be provided at the Lessor's expense.

Fire/Life Safety Codes:
Complete Fire/Life Safety requirements shall meet current NFPA codes throughout the Demised Premises and associated building. All items for this cause including, but not limited to, fire detection and alarms, emergency building power for life safety systems, sprinklers, etc., shall be provided by Lessor at Lessor's expense.

Telecommunications Entrance Facilities:
Cost to provide adequate entrance facilities for voice, data and video services shall be included in the shell rental rate.

Installation methods and procedures shall meet the standards set by the Office of the Communications Information Office ("OCIO"). Further information on recommended connector types, cable specifications, installation methods and guidelines are to be obtained from the OCIO at (402) 471-3851, Standard Policies and Procedures for the Installation of Wire and Cable Facilities in State-owned and State-occupied buildings.

The AGENCY agrees to pay the monthly charges for telephone and/or computer services.

Security:
A description of the security arrangements for the Demised Premises shall include provisions for prevention of unauthorized entry into the work areas and controlled access during non-working hours.

Lessor shall provide Tenant Agency the necessary keys, codes, key cards, or access cards for exterior and interior doors.

The AGENCY shall have 24-hour access to the Demised Premises for AGENCY authorized personnel.

All entrances to the Demised Premises must be equipped with dead bolt locks and keys provided with the exception of the employee entrance that will be accessed with a keypad lock or access cards. Enclosed offices and storage/supply areas are to have keyed locks or keypads/access cards.

Access to the Demised Premises shall have after-hours electronic security control.

All exterior entrances and parking areas shall have adequate lighting as determined by the Lessor and AGENCY representatives.

If the design intent drawings are such that exterior windows are located in the offices, installation of tinted glass or other window treatments which block visibility from the outside shall be required. It is desired that a glass shield be provided in the main public entrance/reception service counter area.

Lessor shall work with the Nebraska State Patrol/Executive Protection office for design and installation of security to include panic alarms, cameras, and other recommended measures.

Signage:
A prominent sign at a location which calls attention to the public entrance of the Demised Premises is required. This sign will be designed by the Lessee at the Lessor's expense. A simple and clearly displayed public directory and signage system throughout the Demised Premises shall be provided to assist visitors in finding their way around the facility.

Contiguity of Office Area:
The AGENCY requires that all office space be located on one floor. Long term storage space may be at a separate location within the property.

Two entrances to the building and into the Demised Premises must be provided:

> Public Zone: The public would have access to the building through a main entrance.
>
> Private Zone: A separate, private (i.e. employee only) entrance into the Demised Premises would be available from a different side of the building.

Accessibility:
Accessibility to persons with disabilities shall be required throughout the building, Demised Premises and common areas accessible to the employees and invitees and shall be designed in accordance with ADAAG requirements and shall be installed and coordinated with Tenant Improvements.

Convenient and barrier free access shall exist throughout the interior and exterior of the Demised Premises.

Long Term Storage Space:
Long term storage space of 1,000 square feet is desired and shall accommodate the weight of a moveable high-density storage system with storage units that expand and collapse. Floor live load design shall be a minimum of 100 lbs per sf. The maximum system height shall be no greater than 75¾" from the finished floor.

Potable or waste water pipes shall not be located in the ceiling or walls of the long term storage space. Relative humidity must be maintained at 30% - 55%.

Landscaping:
All grounds, including landscaping and improvements to landscaping, are provided by Lessor at Lessor's expense

Location:
The AGENCY requires a location within the city of Lincoln, Nebraska. The availability of public transportation near the proposed site will be considered in site selection. The State will not consider office space that is next to any business that has the potential of producing environmental conditions, including but not limited to fumes, that may be irritating to employees and visitors.

Loading Dock/Zone:
A statement of the availability of a dock OR loading zone must be included. At a minimum, the loading dock/zone must be available to accept deliveries from 7:00 AM until 5:00 PM during normal business days. This area should be conveniently located to AGENCY's main office and effectively and efficiently accommodate the receipt of mail, packages, supplies, office furniture, furnishings and equipment in and out of the Demised Premises. The AGENCY anticipates that deliveries will usually be made by car, van, and pickup. The loading dock/zone must be able to accommodate these types of vehicles.

Parking Requirements:
A statement of the availability of parking is required. Indicate the location of the parking lot(s) in relation to the proposed office space.

Cost of employee parking shall be stated for the term of the lease. This cost shall NOT be made a part of the proposal unless such parking is at no cost to the Lessee and/or AGENCY. The bidder may provide a list of available parking lots/garages adjacent or close to the Demised Premises. The AGENCY desires 24-hour, 7 day access to all parking stalls.

All parking spaces are to be on a hard surface, i.e., concrete, asphalt, etc. Surface type must be included in the proposal. ADA parking requirements must be met. Improvements to parking areas shall be included in the rental rate.

> Employees:
> ____parking space(s) are required for employees. It is highly desired that parking be located within two blocks of the occupied space. Employee parking shall NOT be made a part of the proposal unless such parking is at no cost to the Lessee and/or AGENCY.

Visitors:
At least ____ parking space(s) are required for visitors and must be included in the cost of the lease. Two stalls must be handicap accessible and located within 75 feet of the front entrance to the leased space. It is desired that the other visitor parking stall(s) are located in close proximity of the proposed office space. These stalls must be designated as *Visitor Parking Only* by clearly visible signage.

Bicycle:
A bicycle rack or other form of bicycle parking/lockup is required. The bike rack must be able to accommodate up to ____ bicycles.

Add Renewal Notice Form

Add Site Rules and Regulations for Commercial Property