

PUBLIC NOTICE

State of Nebraska

Request for Proposals – Commercial Lease

Dept. of Administrative Services, State Building Division (“DAS-SBD”) is requesting sealed proposals for the purpose of leasing 5,331 (+/-) SF office space in Norfolk. It is the intent of the DAS-SBD to enter into a 10 year full-service lease with a potential renewal term to be agreed upon. The awarded bidder will provide a facility suitable for the Dept. of Labor.

Attendance is **mandatory** for all interested vendors at the pre-proposal meeting held at 105 East Norfolk Ave., Norfolk, NE at 10:30 AM CT, Thursday, April 4, 2024. If interested, send an email of intent to bid to Alexa.schoen@nebraska.gov.

For a bid packet and for all related inquiries, contact Alexa Schoen, Commercial Lease Coordinator at Alexa.schoen@nebraska.gov. All questions asked and answered will be forwarded to all known interested bidders via email.

Proposals must be identified as “RFP 65240123” on the front of a sealed envelope and must be received in the office of the DAS-SBD, Attn: 65240123, PO Box 98940, Lincoln NE 68509-8940, no later than 10:00 AM CT, Thursday, May 2, 2024 at 1526 K Street, Lincoln, NE, 1st Floor, (Omaha Conference Room), where all proposals will be publicly opened. Proposals will be valid for 45 days with a possible bid award on or before close of business May 31, 2024.

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



Pete Ricketts, Governor

Request for Proposal

Department of Administrative Services, State Building Division ("AS/SBD") is requesting sealed proposals for the purpose of leasing 5,331 (+/-) square feet of general office space in Norfolk, Nebraska on behalf of Department of Labor ("Tenant Agency"). It is the intent of the AS/SBD to enter into a lease which includes all utilities and services, and which may include Tenant Improvements. The award winning bidder will provide a facility suitable for the Department of Labor. The State of Nebraska reserves the right to reject any or all RFPs, wholly or in part, or to waive any technicality in any RFP in order to award the lease contract in a manner deemed in the best interest of the State.

PUBLIC POSTING NOTICE:

Pursuant to the Taxpayer Transparency Act (Neb. Rev. Stat. §§ 84-602.01 to 84-602.04) and in furtherance of public records statutes (Neb. Rev. Stat. § 84-712 et seq.), State contracts, must be posted to a public website. The resulting contract, the RFP, and the successful Bidder's entire bid and response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

If the Bidder wishes to withhold proprietary or other commercial information from disclosure, the Bidder must do the following:

- a. Identify the Proprietary Information;
- b. Mark the Proprietary Information; and
- c. Submit the Proprietary Information in a separate container or envelope marked clearly using an indelible method with the words "PROPRIETARY INFORMATION".

The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD SUBJECT TO DISCLOSURE.**

The State may require a bidder to submit more information, including, but not limited to, a detailed explanation as to how and why the designated information is proprietary.

The State will determine, in its sole discretion, if the disclosure of the designated Proprietary Information would:

- a. Give advantage to business competitors; and
- b. Serve no public purpose.

Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

In the event that disclosure of Proprietary Information is ordered or requested, it will be the bidder's responsibility to assert and defend the non-disclosure.

To facilitate public postings, with the exception of Proprietary Information, the State reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, bid, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid or response to this RFP, specifically waives any

Copyright or other protection the contract, bid, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid or response to this RFP and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a bid or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, Agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the RFP, awards, and other documents.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

Bids shall conform to all instructions, conditions, and requirements included in the RFP. Bidders are to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the RFP.

B. COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with AS/SBD. The Point of Contact (POC) for the procurement is as follows:

RFP #: 65240123
Name: Alexa Schoen
Agency: State Building Division
Address: 1526 K Street, Suite 160
Lincoln, NE 68508

Telephone: 402.405.5023

E-Mail: alexa.schoen@nebraska.gov

From the RFP Release Date until the Intent to Award is issued, communication is limited to the POC listed above. The recipient of an Intent to Award may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No employee of the State or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any answers, clarifications, or Amendments regarding this RFP in writing. Communication or attempts to communicate with or influence any evaluator involved in this RFP is not allowed.

Notwithstanding the above paragraph, the communication is permitted in the following circumstances:

1. The contact is made pursuant to pre-existing contracts or obligations.
2. The contact is required by the schedule of events or an event scheduled later by the POC; or
3. The contact is required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's bid, withdraw an Intent to Award, and terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State intends to adhere to the schedule shown below, however all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release RFP in the Norfolk Daily News	Saturday, March 30, 2024, and Wednesday, April 3, 2024
2.	Mandatory Pre-Bid Conference Location: Department of Labor 105 East Norfolk Avenue Norfolk, NE 68701	Thursday, April 4, 2024, At 10:30 AM CST
3.	Last day to submit written questions. Questions must be submitted to alexa.schoen@nebraska.gov	Wednesday, April 10, 2024
4.	State responds to written questions through RFP Addendum and/or Amendment to all known bidders.	Friday, April 12, 2024
5.	Deadline to Submit Bid and Bid Opening Location: 1526 K Street Omaha Room (1 st floor Conference Room) Lincoln, Ne 68508	Thursday, May 2, 2024, at 10:00 AM CST
6.	Review for conformance with bid requirements	Friday, May 3, 2024
7.	Site visits/Presentations	Thursday, May 9, 2024
8.	Contract Award	May 31, 2024
9.	Contract start date	No later than September 1, 2024 Preferred

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision should be in writing and received by the AS/SBD by the date and time per the Schedule of Events. Each question must be clearly marked "RFP Number 65240123; Questions". It is preferred that questions be via emailed to alexa.schoen@nebraska.gov, but may be delivered by hand or by USPS mail. POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidder should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions. The contract will not incorporate any known or unknown assumptions.

It is recommended that questions be submitted using the following format:

RFP Section Reference	RFP Page Number	Question

Written answers will be posted on Friday, April 12, 2024, per the Schedule of Events.

E. PRE-BID CONFERENCE

A Pre-Bid Conference will be held per the Schedule of Events. Attendance at the Pre-Bid Conference is mandatory. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the RFP requirements. The State will attempt to provide verbal answers to questions, however, oral responses given during the Pre-Bid Conference shall not be binding on the State. Vendors attending the Pre-Bid Conference may submit further questions in addition to the ones submitted by the RFP deadline shown in the Schedule of Events, provided the questions are submitted in writing and received by

the State Representative at the close of the Pre-Bid Conference. The State will then respond to all written questions through an Addendum to be placed on the AS/SBD's website on or before the date shown in the schedule of events.

F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (§ 21-2,203 Statutory)

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produced a true and exact copy of its current (within ninety (90) Calendar days of the intent to Award) Certificate of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Secretary of State website at <https://sos.nebraska.gov/business-services/explanation-us-citizen-attestation-form>. This must be accomplished prior to execution of the contract.

G. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an award or Intent to Award, or terminate a contract if a Contractor commits or has committed an ethical violation, which includes, but is not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the RFP process;
2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the RFP process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity; and
5. Colluding with any person or entity to influence the RFP process, submitting sham bids, precluding bidding, fixing pricing or costs, creating an unfair advantage, subverting the bid, or prejudicing the State.

H. DEVIATIONS FROM THE INVITATION TO BID

The requirements contained in the RFP become a part of the terms and conditions of the Contract resulting from this RFP. 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.

Deviations must not be in conflict with the basic nature of the RFP, requirements or applicable state or federal law. The State discourages deviations and reserves the right to reject proposed deviations.

I. SUBMISSION OF BIDS

All bids must be received by the AS/SBD by the date and time of the bid opening per the Schedule of Events. It is the bidder's responsibility to ensure timely submission and receipt and the State is not responsible for bids that are late or lost, regardless of cause or fault. No late bids will be evaluated and will be returned to the bidder unopened.

1. If multiple bids are submitted, the State will retain only the most recently submitted response. The bidder is solely responsible for any variance between the copies submitted. Bids must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or Contractor's bid response packet. If a recipient phone number is required for delivery purposes, 402.405.5023 Should be used. The RFP number should be included in all correspondence.

All hard copy bids MUST be submitted in a sealed envelope or container. The State Will not furnish packaging and sealing materials.

The Bidder's Proposal Form, included as Attachment A, 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.

By signing the Bidder's Proposal Form, the Contractor guarantees compliance with the provisions stated in this RFP.

J. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Bidders responding to this RFP, including but not limited to, costs associated with the submission of the bid or Pre-Bid Conferences.

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the Award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension from further bidding

L. BID CORRECTIONS

A Bidder may correct a mistake in a bid prior to the time of bid opening date and time per the Schedule of Events by giving written notice to the State. A Bidder may withdraw the bid for modification or withdraw the bid completely. Changing a bid after opening may be permitted if the change is made to correct a minor error that does not affect price or contractual conditions.

M. BID OPENING

Anyone may attend the bid opening. The Buyer Will read the names of the responding Bidders. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids to be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible.

N. 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.

O. EVALUATION OF BIDS

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:

Rental Cost	35%
Quality of Building Shell	30%
Functionality	35%
	=100%

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 §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.

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.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident Contractor, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a Business or, in the case of a publicly owned Business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily Business operations of the Business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or Business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP Proposal Form requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the Contractor within ten (10) Business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a Business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily Business operations of the Business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) Business days of notice will disqualify the Contractor from consideration of the preference.

P. 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. Bidder's Proposal form, signed in ink;
2. Cost Proposal.
3. Floor Plan to demonstrate an efficient layout:
 - i. A one-line floor plan (to-scale) with measurements depicting the proposed space;
 - ii. Its location in the building, if a multi-tenant building;
 - iii. Its ability to provide the necessary layout;
 - iv. Indicate location of narrow column spacing, atriums, light wells, or other areas interrupting contiguous space, extremely long, narrow runs of space, irregular space configurations, or other unusual building features; and
 - v. Indicate the location of common area restrooms and entrances which meet ADAAG;
4. Future expansion options identified should Tenant Agency needs increase during any lease term, see Bidder's Proposal form;
5. 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's Proposal form;
6. Copy of a deed or other legal document showing proof of ownership, upon request, see Bidder's Proposal form; and

Q. SITE VISITS

Bidders whose bid proposals meet the mandatory criteria will be contacted for a site visit to inspect and evaluate the proposed location and/or building. The SBD points of contact shall schedule the site visit(s).

R. BEST AND FINAL OFFER

Bidder should provide its best offer with the original bid response and should not expect the State to request a Best and Final Offer ("BAFO"). Every bidder may not be given the opportunity to submit a BAFO. If a BAFO is requested by the State and submitted by the bidder, it will be evaluated and ranked by the Evaluation Committee. The State reserves the right to conduct more than one BAFO. Failure to submit a requested BAFO may result in rejection of the Bidder's entire bid response.

S. REFERENCE CHECKS

The State reserves the right to check any reference(s) that are identified by the Bidder in the Proposal Form.

T. AWARD

In addition to Award considerations provided in Neb. Rev. Stat. §81-1108.55 provided in Section "Evaluation of Bids," the State reserves the right to evaluate bids and Award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After Evaluation of the bids, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new bid opening time;
3. Waive Deviations or errors in the State's RFP process and in bidder's submitted bid that are not material, do not compromise the RFP process or a bidder's bid submission, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a bid;
5. Accept or reject all bids;
6. Withdraw the RFP ;
7. Elect to rebid the RFP; or
8. Award the contract.

The State may consider, but is not limited to considering, one or more of the following Award criteria:

1. Price;
2. Location;
3. Quality;
4. Bidder qualifications and capabilities;
5. State Contract Management requirements and/or costs; and,
6. Move in ready date.

The RFP does not commit the State to award a contract. Once the Intent to Award decision has been determined, all bidders will be notified.

Any protests must be filed by a bidder in accordance with the AS/SBD External Leasing Manual found at https://das.nebraska.gov/building/leasing/External_Leasing_Manual_2011-07-01_FINAL.pdf

U. REJECTION OF BIDS

The State reserves the right to reject any or all Bids, wholly or in part, in the best interest of the State.

V. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Nonresident Bidder from 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. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

A Resident Bidder means any person, partnership, association, or foreign or domestic corporation authorized to engage in Business in the State of Nebraska and who shall have met the residency requirement of the state of the Nonresident Bidder, necessary for receiving the benefit of that state's preference law on the date when any bid for a public contract is first advertised or announced, or shall have a bona fide establishment for doing business with the state for the length of time established by the state of the Nonresident Bidder, necessary for receiving the benefit of that state's preference law on the date when any bid for public contract is first advertised or announced.

II. SPECIFICATIONS FOR LEASED SPACE

A. 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, as defined by Section 13 of the attached Lease Agreement, at no cost to the Lessee or Tenant Agency.

B. Taxes

The State is not required to pay taxes and assumes no such liability as a result of this RFP. If any taxes are due, they are the sole responsibility of the bidder.

C. Floor Plan: Include in proposal packet.

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.

D. Lease Terms and Conditions

Any exceptions to the lease terms and conditions contained in Section III of this RFP must be explicitly noted and highlighted in the proposal. Be sure to read all the lease sections before determining your lease rate.

E. 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, unless the State is the sole tenant:

(1) If the State is 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.

F. 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.

TYPE – OFFICE, STORAGE, ETC	QTY	SF	TOTAL SF	VOICE/DATA	OUTLETS
A. Office (10x15)	6	150	900	12	12
B. Interview Rooms (10x15)	2	150	300	4	4
C. Conference Room (approx. 20x25)	1	500	500	4	6
D. Storage Room	1	100	100	2	3
E. Open area for staff cubicles (8x8)	10	64	640	10	10
F. Open area for copier (approx. 8x14)	1	112	112	2	2
G. Open area for waiting/public PCs (20x30)	1	600	600	11	11
H. Breakroom/vending w/sink & cupboards (approx. 15x15)	1	225	225	0	4
I. Data & Telecom Room (approx 8x9)	1	72	72	4	4
J. Mother's Room w/sink	1	150	150	2	3
K. Janitor's Closet w/sink	1	50	50	0	1
L. Unisex Restroom (Public Access)	1	100	100	0	1
M. Unisex Restroom (Private Access-staff)	2	100	200	0	1
SUBTOTAL SF			3,949		
ESTIMATED CIRCULATION @ 35%			1,382		
TOTAL			5,331	51	60

Rows A, B, C, D, H, I, J, K, L, M must have floor to ceiling walls.

Rows A, B, C, D, H, I, J, K, L, M must be constructed with solid core doors.

Ideally, Row C (Conference Room) would have 2 doors with one door that opens to the public side (lockable) and the other door that opens to the staff side.

Rows A, B, C 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. In addition, one of the Manager's offices in Row A should have at least a 2'x3' interior window to a hallway. Tenant Agency to decide which office this will be upon final layout.

Rows A, B, C, D, I, J, K, must have lock/key sets, and if possible, the door of the Conference Room that enters into the public side.

G. Term

The term of this lease will be for 10 years with a potential renewal term to be agreed upon by the Parties.

H. Hours of Operation:

Daily from 8:00 AM – 5:00 PM, employees require access to space during evenings and weekends.

I. Number of FT Employees: approx. 13

J. Building Specifications - Square Footage: 5,331 sf (+/-)

K. Shell / Structure:

If a new facility, 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. Design of Demised Premises shall utilize Universal Design techniques throughout.

If an existing facility, 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 and/or window coverings, 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 and proposal must include a description of the finish including trim, paint, floor coverings, window coverings, etc.

L. Entrances:

All exterior building doors and doors necessary to the lobbies, common areas, and core areas shall have automatic door openers, ADAAG compliant 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 shall have automatic door closers and locking devices installed to reasonably deter unauthorized entry and shall be energy efficient. Properly rated and labeled fire doors shall be installed on all fire egress doors. Interior doors shall have a solid core wood veneer, and office doors shall include a viewing panel in doors or a

side-light adjacent to doors and acoustic gaskets. Standard building practice shall apply as to background noise criteria and sound isolation requirements for doors.

M. Ceilings:

Ceilings shall be composed of painted gypsum board or grid system ceiling tiles and shall include ductwork, diffusers, sprinkler systems and raceways for data wiring.

Shell ceilings shall be no less than 8 feet and no more than 12 feet, measured from floor to the lowest obstruction and shall be insulated to ensure energy efficiency.

Lessor shall replace ceiling tiles, when stained or damaged.

Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring.

N. Walls/Pillars:

All permanent, perimeter, and demising slab-to-slab walls (including all columns) will be finished with paint and the baseboards shall all be included in the building shell; must be properly insulated with sound batting to ensure privacy and confidentiality, background noise criteria and sound isolation requirements for walls must meet or exceed industry standards; insulated to ensure energy efficiency; raceways for data wiring must be contained within the walls throughout the Demised Premises.

O. Flooring:

Flooring throughout the Demised Premises shall be carpet tile of a premium grade; restroom flooring shall be composed of ceramic tile; Tenant Agency/Lessee reserve the right to decide the color of the flooring from at least three standard Lessor chosen colors. Lessor agrees to repair/replace carpet or ceramic tile that is worn or hazardous.

Lessor is responsible for the carpet to be cleaned/shampooed annually.

P. Windows:

Windows shall be energy efficient; any operable windows that open shall be equipped with sturdy locking devices; Tenant Agency/Lessee reserves the right to make the final decision regarding appropriate window coverings provided by Lessor. Lessor agrees to repair/replace window coverings that are worn or damaged prior to occupancy.

Q. Lighting:

Interior lighting fixtures shall be similar or same as the building standard; lighting in other areas shall be appropriate for the specific area or end-user; shall be functional, energy efficient, and recyclable.

Exterior lighting shall be sufficient in and around exterior parking areas, vehicle driveways, pedestrian walkways, and the building perimeter.

R. Heating and Cooling:

All insulation and HVAC system materials and products shall meet current thermal environmental conditions for human occupancy (ASHRAE standard 55-2004) and ventilation standards (ASHRAE Standard 62.1-2004).

Tenant Agency shall have control of heating, air conditioning, and ventilation settings including individual thermostat controls for walled office space. Tenant Improvements will include providing individual thermostat controls for office space. Interior spaces must be separately zoned. HVAC logistics shall take into account that Tenant Agency personnel will work during evenings and weekends.

Sound dampers in duct work and other sound mitigation options shall ensure that heating and cooling functions do not interfere with the work of the Tenant Agency; HVAC sound levels for office and conference rooms shall be 40 dBA or less. The State reserves the right to require certification, at Lessor's cost, from a registered professional engineer to verify this requirement is met.

Lessor shall provide and operate all building equipment and systems. Exposed ducts, piping and conduits are not permitted in any office area.

S. Plumbing:

Plumbing shall include two (2) unisex ADAAG compliant restrooms for staff located in a staff-only area of the building, or if in a multi-tenant building, both restrooms shall be ADAAG compliant. If restrooms are not provided for the entire building in a common area shared by other building tenants, one (1) unisex ADAAG compliant

restroom equipped with a wall mounted child changing table be located conveniently near the entrance to the Tenant Agency's office for use by clients and visitors.

Restrooms shall be fully equipped with toilet, toilet paper dispenser, sink, mirror, soap dispenser, towel dispenser, and waste receptacle for anticipated users and accessible according to the ADAAG guidelines and all fixtures must be high grade commercial fixtures. The restrooms must meet current city and/or local codes. Proposal must include restrooms' space sizes.

Breakroom should include some cupboards and counter space. Plumbing should be available to connect a refrigerator with an icemaker.

T. Electrical:

Main power distribution switchboards and distribution and lighting panel boards for standard office occupancy shall be included. All power distribution equipment shall meet current city and/or local code and the National Electrical Code.

Lessor shall provide a minimum of two duplex electrical outlets per 100 useable sf or per workstation, whichever provides the greatest number of outlets, normal circuit and one single pole switch per 220 useable sf in open office areas.

Lessor shall provide a minimum of 4.5 watts per gross sf for work station/office and miscellaneous equipment; electrical power outlets shall be distributed for convenient power supply for exhibition area, workstations, office and work areas, excluding electrical power required for general lighting, heating, ventilating and air conditioning equipment; receive power from a power circuit separate from any other power source; power circuits for computers may not supply power for any other purpose.

U. Fire/Life Safety Codes:

Complete Fire/Life Safety requirements shall meet current National Fire Protection Association 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 fire/life safety systems, sprinklers, etc., shall be provided.

V. Communications Entrance Facilities:

Cost to provide adequate entrance facilities for voice and data services shall be included in the shell rental rate; installation methods and procedures shall meet the standards set by the Office of the Chief Information Officer ("OCIO"). Further information on recommended connector types, cable specifications, installation methods and guidelines are to be obtained from the OCIO (402) 471-3851, Standard Policies and Procedures for the Installation of Wire and Cable Facilities in State-owned and State-occupied buildings, attached to this RFP as Attachment B.

Lessor shall provide voice and data jacks as listed in the Space Requirement table located on pages 3-4. Each telephone and data jack shall be terminated on separate cables, which shall be terminated on separate connecting blocks/panels at a common central closet location; and all terminations shall be performed by qualified personnel in the telecommunications field. It is Lessor's responsibility to bring the cabling to each cubicle and shall be coordinated with the Tenant Agency.

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 and 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.

Tenant Agency desires to be able to place printers and copiers so they are readily accessible to staff, 2 such areas will be necessary for a printer/copier.

Installation methods and procedures shall meet the ANSI/TIA/EIA-568-B wiring standards and those set by the State Office of the Chief Information Officer ("OCIO"). Further information may be obtained by contacting the OCIO (Phone: 402-471-3851).

Tenant Agency IT staff member, Karen Hall shall be contacted at (402) 471-9840 (NDOL.ITSupport@nebraska.gov) to review requirements and specifications prior to commencement of cabling installation.

Tenant Agency agrees to pay for all subsequent monthly charges for telephone and/or computer services.

W. Security:

A description of the security arrangements for the Demised Premises 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.

Lessor shall provide Tenant Agency the necessary keys, codes, key cards, or access cards for exterior and interior doors. Tenant Agency shall have 24-hour access to the Demised Premises for authorized personnel.

All entrances to the Demised Premises must be equipped with dead bolt locks and keys provided. Enclosed offices and storage/supply areas are to have keyed locks.

All exterior entrances and parking areas shall have adequate lighting as determined by the Lessor and Tenant Agency representatives.

X. Signage:

The Tenant Agency shall be allowed a prominent sign at a location which calls attention to its entrance. An ADAAG sign identifying the restrooms shall be provided.

Y. Contiguity of Office Area:

Tenant Agency prefers that all office space be located on one floor.

Z. Accessibility:

Accessibility to persons with disabilities shall be required throughout the building, Demised Premises and common areas accessible to staff and public and shall be designed in accordance with ADAAG guidelines 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.

Automatic door openers for exterior doors are **required**.

AA. Grounds Maintenance:

All grounds, including landscaping and improvements to landscaping, and snow removal and ice melt shall be provided.

BB. Location:

The requesting agency desires a location that is easily accessible for clients and visitors. The building is preferred to be located within a few blocks of downtown; however other areas may be acceptable, except for space south of Omaha Avenue.

Tenant Agency will not consider space located in an area that may have the potential of producing environmental conditions, including but not limited to fumes and noise.

CC. Loading Dock/Zone:

A loading dock is not required.

DD. Parking Requirements:

Cost of 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, provide a list of available parking lots/garages adjacent or close to the Demised Premises.

A statement of the availability of parking is required; indicate the location of the parking lot(s) in relation to the proposed office space. All parking spaces are to be on a hard surface, i.e., concrete, asphalt, etc. Surface type of the parking lot must be included in the proposal. ADAAG parking requirements must be met. Improvements to parking areas shall be included in the rental rate.

State Vehicles: 1 parking space must be included in the cost of the lease for State vehicles.

Employees: 13 parking spaces required for employees. It is highly desired that parking be located within two blocks of the Demised Premises.

Clients/Visitors: 8 parking spaces for visitors, including one stall in compliance with ADAAG parking requirements. Visitor stalls shall be designated as Visitor Parking Only by clearly visible signage.

III. TERMS AND CONDITIONS

By signing the Bidder's Proposal Form, Bidder is agreeing to be legally bound by all the accepted terms and conditions to the Lease Agreement, attached as Attachment C, the terms and conditions listed in this Section, and if agreed to by the State in writing, any proposed alternative terms and conditions submitted by the Bidder with the Bid. The State reserves the right to reject or negotiate Bidder-rejected or proposed alternative language.

If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the Bid. The State reserves the right to reject Bids that attempt to supplement or substitute the Bidder's terms and conditions, commercial contracts, or documents for this RFP.

A. GENERAL

The contract resulting from this RFP shall incorporate the following documents:

1. RFP and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Bidder's submitted Bid (RFP and properly submitted documents);
5. The executed contract; and
6. Amendments/Addendums to the contract.

The above listed documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract Amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment/Addenda to the contract after the contract has been executed with the most recent dated Amendment/addenda having the highest priority, 2) the executed contract; 4) Amendments to the RFP and any Questions and Answers, 5) the original RFP document and any Addenda, and 6) the Bidder's submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. CONFLICT OF INTEREST

By submitting a Bid, Bidder certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with its performance hereunder or which creates an actual or an appearance of conflict of interest.

The Bidder certifies that it will not knowingly employ any individual known by Bidder to have a conflict of interest.

C. PERFORMANCE BOND

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.



Pete Ricketts, Governor

Request for Proposal

Department of Administrative Services, State Building Division ("AS/SBD") is requesting sealed proposals for the purpose of leasing 5,331 (+/-) square feet of general office space in Norfolk, Nebraska on behalf of Department of Labor ("Tenant Agency"). It is the intent of the AS/SBD to enter into a lease which includes all utilities and services, and which may include Tenant Improvements. The award winning bidder will provide a facility suitable for the Department of Labor. The State of Nebraska reserves the right to reject any or all RFPs, wholly or in part, or to waive any technicality in any RFP in order to award the lease contract in a manner deemed in the best interest of the State.

PUBLIC POSTING NOTICE:

Pursuant to the Taxpayer Transparency Act (Neb. Rev. Stat. §§ 84-602.01 to 84-602.04) and in furtherance of public records statutes (Neb. Rev. Stat. § 84-712 et seq.), State contracts, must be posted to a public website. The resulting contract, the RFP, and the successful Bidder's entire bid and response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

If the Bidder wishes to withhold proprietary or other commercial information from disclosure, the Bidder must do the following:

- a. Identify the Proprietary Information;
- b. Mark the Proprietary Information; and
- c. Submit the Proprietary Information in a separate container or envelope marked clearly using an indelible method with the words "PROPRIETARY INFORMATION".

The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD SUBJECT TO DISCLOSURE.**

The State may require a bidder to submit more information, including, but not limited to, a detailed explanation as to how and why the designated information is proprietary.

The State will determine, in its sole discretion, if the disclosure of the designated Proprietary Information would:

- a. Give advantage to business competitors; and
- b. Serve no public purpose.

Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

In the event that disclosure of Proprietary Information is ordered or requested, it will be the bidder's responsibility to assert and defend the non-disclosure.

To facilitate public postings, with the exception of Proprietary Information, the State reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, bid, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid or response to this RFP, specifically waives any

Copyright or other protection the contract, bid, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid or response to this RFP and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a bid or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, Agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the RFP, awards, and other documents.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

Bids shall conform to all instructions, conditions, and requirements included in the RFP. Bidders are to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the RFP.

B. COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with AS/SBD. The Point of Contact (POC) for the procurement is as follows:

RFP #: 65240123
Name: Alexa Schoen
Agency: State Building Division
Address: 1526 K Street, Suite 160
Lincoln, NE 68508

Telephone: 402.405.5023

E-Mail: alexa.schoen@nebraska.gov

From the RFP Release Date until the Intent to Award is issued, communication is limited to the POC listed above. The recipient of an Intent to Award may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No employee of the State or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any answers, clarifications, or Amendments regarding this RFP in writing. Communication or attempts to communicate with or influence any evaluator involved in this RFP is not allowed.

Notwithstanding the above paragraph, the communication is permitted in the following circumstances:

1. The contact is made pursuant to pre-existing contracts or obligations.
2. The contact is required by the schedule of events or an event scheduled later by the POC; or
3. The contact is required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's bid, withdraw an Intent to Award, and terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State intends to adhere to the schedule shown below, however all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release RFP in the Norfolk Daily News	Saturday, March 30, 2024, and Wednesday, April 3, 2024
2.	Mandatory Pre-Bid Conference Location: Department of Labor 105 East Norfolk Avenue Norfolk, NE 68701	Thursday, April 4, 2024, At 10:30 AM CST
3.	Last day to submit written questions. Questions must be submitted to alexa.schoen@nebraska.gov	Wednesday, April 10, 2024
4.	State responds to written questions through RFP Addendum and/or Amendment to all known bidders.	Friday, April 12, 2024
5.	Deadline to Submit Bid and Bid Opening Location: 1526 K Street Omaha Room (1 st floor Conference Room) Lincoln, Ne 68508	Thursday, May 2, 2024, at 10:00 AM CST
6.	Review for conformance with bid requirements	Friday, May 3, 2024
7.	Site visits/Presentations	Thursday, May 9, 2024
8.	Contract Award	May 31, 2024
9.	Contract start date	No later than September 1, 2024 Preferred

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision should be in writing and received by the AS/SBD by the date and time per the Schedule of Events. Each question must be clearly marked "RFP Number 65240123; Questions". It is preferred that questions be via emailed to alexa.schoen@nebraska.gov, but may be delivered by hand or by USPS mail. POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidder should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions. The contract will not incorporate any known or unknown assumptions.

It is recommended that questions be submitted using the following format:

RFP Section Reference	RFP Page Number	Question

Written answers will be posted on Friday, April 12, 2024, per the Schedule of Events.

E. PRE-BID CONFERENCE

A Pre-Bid Conference will be held per the Schedule of Events. Attendance at the Pre-Bid Conference is mandatory. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the RFP requirements. The State will attempt to provide verbal answers to questions, however, oral responses given during the Pre-Bid Conference shall not be binding on the State. Vendors attending the Pre-Bid Conference may submit further questions in addition to the ones submitted by the RFP deadline shown in the Schedule of Events, provided the questions are submitted in writing and received by

the State Representative at the close of the Pre-Bid Conference. The State will then respond to all written questions through an Addendum to be placed on the AS/SBD's website on or before the date shown in the schedule of events.

F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (§ 21-2,203 Statutory)

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produced a true and exact copy of its current (within ninety (90) Calendar days of the intent to Award) Certificate of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Secretary of State website at <https://sos.nebraska.gov/business-services/explanation-us-citizen-attestation-form>. This must be accomplished prior to execution of the contract.

G. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an award or Intent to Award, or terminate a contract if a Contractor commits or has committed an ethical violation, which includes, but is not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the RFP process;
2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the RFP process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity; and
5. Colluding with any person or entity to influence the RFP process, submitting sham bids, precluding bidding, fixing pricing or costs, creating an unfair advantage, subverting the bid, or prejudicing the State.

H. DEVIATIONS FROM THE INVITATION TO BID

The requirements contained in the RFP become a part of the terms and conditions of the Contract resulting from this RFP. 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.

Deviations must not be in conflict with the basic nature of the RFP, requirements or applicable state or federal law. The State discourages deviations and reserves the right to reject proposed deviations.

I. SUBMISSION OF BIDS

All bids must be received by the AS/SBD by the date and time of the bid opening per the Schedule of Events. It is the bidder's responsibility to ensure timely submission and receipt and the State is not responsible for bids that are late or lost, regardless of cause or fault. No late bids will be evaluated and will be returned to the bidder unopened.

1. If multiple bids are submitted, the State will retain only the most recently submitted response. The bidder is solely responsible for any variance between the copies submitted. Bids must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or Contractor's bid response packet. If a recipient phone number is required for delivery purposes, 402.405.5023 Should be used. The RFP number should be included in all correspondence.

All hard copy bids MUST be submitted in a sealed envelope or container. The State Will not furnish packaging and sealing materials.

The Bidder's Proposal Form, included as Attachment A, 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.

By signing the Bidder's Proposal Form, the Contractor guarantees compliance with the provisions stated in this RFP.

J. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Bidders responding to this RFP, including but not limited to, costs associated with the submission of the bid or Pre-Bid Conferences.

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the Award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension from further bidding

L. BID CORRECTIONS

A Bidder may correct a mistake in a bid prior to the time of bid opening date and time per the Schedule of Events by giving written notice to the State. A Bidder may withdraw the bid for modification or withdraw the bid completely. Changing a bid after opening may be permitted if the change is made to correct a minor error that does not affect price or contractual conditions.

M. BID OPENING

Anyone may attend the bid opening. The Buyer Will read the names of the responding Bidders. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids to be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible.

N. 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.

O. EVALUATION OF BIDS

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:

Rental Cost	35%
Quality of Building Shell	30%
Functionality	35%
	=100%

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 §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.

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.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident Contractor, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a Business or, in the case of a publicly owned Business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily Business operations of the Business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or Business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP Proposal Form requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the Contractor within ten (10) Business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a Business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily Business operations of the Business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) Business days of notice will disqualify the Contractor from consideration of the preference.

P. 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. Bidder's Proposal form, signed in ink;
2. Cost Proposal.
3. Floor Plan to demonstrate an efficient layout:
 - i. A one-line floor plan (to-scale) with measurements depicting the proposed space;
 - ii. Its location in the building, if a multi-tenant building;
 - iii. Its ability to provide the necessary layout;
 - iv. Indicate location of narrow column spacing, atriums, light wells, or other areas interrupting contiguous space, extremely long, narrow runs of space, irregular space configurations, or other unusual building features; and
 - v. Indicate the location of common area restrooms and entrances which meet ADAAG;
4. Future expansion options identified should Tenant Agency needs increase during any lease term, see Bidder's Proposal form;
5. 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's Proposal form;
6. Copy of a deed or other legal document showing proof of ownership, upon request, see Bidder's Proposal form; and

Q. SITE VISITS

Bidders whose bid proposals meet the mandatory criteria will be contacted for a site visit to inspect and evaluate the proposed location and/or building. The SBD points of contact shall schedule the site visit(s).

R. BEST AND FINAL OFFER

Bidder should provide its best offer with the original bid response and should not expect the State to request a Best and Final Offer ("BAFO"). Every bidder may not be given the opportunity to submit a BAFO. If a BAFO is requested by the State and submitted by the bidder, it will be evaluated and ranked by the Evaluation Committee. The State reserves the right to conduct more than one BAFO. Failure to submit a requested BAFO may result in rejection of the Bidder's entire bid response.

S. REFERENCE CHECKS

The State reserves the right to check any reference(s) that are identified by the Bidder in the Proposal Form.

T. AWARD

In addition to Award considerations provided in Neb. Rev. Stat. §81-1108.55 provided in Section "Evaluation of Bids," the State reserves the right to evaluate bids and Award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After Evaluation of the bids, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new bid opening time;
3. Waive Deviations or errors in the State's RFP process and in bidder's submitted bid that are not material, do not compromise the RFP process or a bidder's bid submission, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a bid;
5. Accept or reject all bids;
6. Withdraw the RFP ;
7. Elect to rebid the RFP; or
8. Award the contract.

The State may consider, but is not limited to considering, one or more of the following Award criteria:

1. Price;
2. Location;
3. Quality;
4. Bidder qualifications and capabilities;
5. State Contract Management requirements and/or costs; and,
6. Move in ready date.

The RFP does not commit the State to award a contract. Once the Intent to Award decision has been determined, all bidders will be notified.

Any protests must be filed by a bidder in accordance with the AS/SBD External Leasing Manual found at https://das.nebraska.gov/building/leasing/External_Leasing_Manual_2011-07-01_FINAL.pdf

U. REJECTION OF BIDS

The State reserves the right to reject any or all Bids, wholly or in part, in the best interest of the State.

V. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Nonresident Bidder from 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. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

A Resident Bidder means any person, partnership, association, or foreign or domestic corporation authorized to engage in Business in the State of Nebraska and who shall have met the residency requirement of the state of the Nonresident Bidder, necessary for receiving the benefit of that state's preference law on the date when any bid for a public contract is first advertised or announced, or shall have a bona fide establishment for doing business with the state for the length of time established by the state of the Nonresident Bidder, necessary for receiving the benefit of that state's preference law on the date when any bid for public contract is first advertised or announced.

II. SPECIFICATIONS FOR LEASED SPACE

A. 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, as defined by Section 13 of the attached Lease Agreement, at no cost to the Lessee or Tenant Agency.

B. Taxes

The State is not required to pay taxes and assumes no such liability as a result of this RFP. If any taxes are due, they are the sole responsibility of the bidder.

C. Floor Plan: Include in proposal packet.

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.

D. Lease Terms and Conditions

Any exceptions to the lease terms and conditions contained in Section III of this RFP must be explicitly noted and highlighted in the proposal. Be sure to read all the lease sections before determining your lease rate.

E. 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, unless the State is the sole tenant:

(1) If the State is 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.

F. 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.

TYPE – OFFICE, STORAGE, ETC	QTY	SF	TOTAL SF	VOICE/DATA	OUTLETS
A. Office (10x15)	6	150	900	12	12
B. Interview Rooms (10x15)	2	150	300	4	4
C. Conference Room (approx. 20x25)	1	500	500	4	6
D. Storage Room	1	100	100	2	3
E. Open area for staff cubicles (8x8)	10	64	640	10	10
F. Open area for copier (approx. 8x14)	1	112	112	2	2
G. Open area for waiting/public PCs (20x30)	1	600	600	11	11
H. Breakroom/vending w/sink & cupboards (approx. 15x15)	1	225	225	0	4
I. Data & Telecom Room (approx 8x9)	1	72	72	4	4
J. Mother's Room w/sink	1	150	150	2	3
K. Janitor's Closet w/sink	1	50	50	0	1
L. Unisex Restroom (Public Access)	1	100	100	0	1
M. Unisex Restroom (Private Access-staff)	2	100	200	0	1
SUBTOTAL SF			3,949		
ESTIMATED CIRCULATION @ 35%			1,382		
TOTAL			5,331	51	60

Rows A, B, C, D, H, I, J, K, L, M must have floor to ceiling walls.

Rows A, B, C, D, H, I, J, K, L, M must be constructed with solid core doors.

Ideally, Row C (Conference Room) would have 2 doors with one door that opens to the public side (lockable) and the other door that opens to the staff side.

Rows A, B, C 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. In addition, one of the Manager's offices in Row A should have at least a 2'x3' interior window to a hallway. Tenant Agency to decide which office this will be upon final layout.

Rows A, B, C, D, I, J, K, must have lock/key sets, and if possible, the door of the Conference Room that enters into the public side.

G. Term

The term of this lease will be for 10 years with a potential renewal term to be agreed upon by the Parties.

H. Hours of Operation:

Daily from 8:00 AM – 5:00 PM, employees require access to space during evenings and weekends.

I. Number of FT Employees: approx. 13

J. Building Specifications - Square Footage: 5,331 sf (+/-)

K. Shell / Structure:

If a new facility, 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. Design of Demised Premises shall utilize Universal Design techniques throughout.

If an existing facility, 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 and/or window coverings, 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 and proposal must include a description of the finish including trim, paint, floor coverings, window coverings, etc.

L. Entrances:

All exterior building doors and doors necessary to the lobbies, common areas, and core areas shall have automatic door openers, ADAAG compliant 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 shall have automatic door closers and locking devices installed to reasonably deter unauthorized entry and shall be energy efficient. Properly rated and labeled fire doors shall be installed on all fire egress doors. Interior doors shall have a solid core wood veneer, and office doors shall include a viewing panel in doors or a

side-light adjacent to doors and acoustic gaskets. Standard building practice shall apply as to background noise criteria and sound isolation requirements for doors.

M. Ceilings:

Ceilings shall be composed of painted gypsum board or grid system ceiling tiles and shall include ductwork, diffusers, sprinkler systems and raceways for data wiring.

Shell ceilings shall be no less than 8 feet and no more than 12 feet, measured from floor to the lowest obstruction and shall be insulated to ensure energy efficiency.

Lessor shall replace ceiling tiles, when stained or damaged.

Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring.

N. Walls/Pillars:

All permanent, perimeter, and demising slab-to-slab walls (including all columns) will be finished with paint and the baseboards shall all be included in the building shell; must be properly insulated with sound batting to ensure privacy and confidentiality, background noise criteria and sound isolation requirements for walls must meet or exceed industry standards; insulated to ensure energy efficiency; raceways for data wiring must be contained within the walls throughout the Demised Premises.

O. Flooring:

Flooring throughout the Demised Premises shall be carpet tile of a premium grade; restroom flooring shall be composed of ceramic tile; Tenant Agency/Lessee reserve the right to decide the color of the flooring from at least three standard Lessor chosen colors. Lessor agrees to repair/replace carpet or ceramic tile that is worn or hazardous.

Lessor is responsible for the carpet to be cleaned/shampooed annually.

P. Windows:

Windows shall be energy efficient; any operable windows that open shall be equipped with sturdy locking devices; Tenant Agency/Lessee reserves the right to make the final decision regarding appropriate window coverings provided by Lessor. Lessor agrees to repair/replace window coverings that are worn or damaged prior to occupancy.

Q. Lighting:

Interior lighting fixtures shall be similar or same as the building standard; lighting in other areas shall be appropriate for the specific area or end-user; shall be functional, energy efficient, and recyclable.

Exterior lighting shall be sufficient in and around exterior parking areas, vehicle driveways, pedestrian walkways, and the building perimeter.

R. Heating and Cooling:

All insulation and HVAC system materials and products shall meet current thermal environmental conditions for human occupancy (ASHRAE standard 55-2004) and ventilation standards (ASHRAE Standard 62.1-2004).

Tenant Agency shall have control of heating, air conditioning, and ventilation settings including individual thermostat controls for walled office space. Tenant Improvements will include providing individual thermostat controls for office space. Interior spaces must be separately zoned. HVAC logistics shall take into account that Tenant Agency personnel will work during evenings and weekends.

Sound dampers in duct work and other sound mitigation options shall ensure that heating and cooling functions do not interfere with the work of the Tenant Agency; HVAC sound levels for office and conference rooms shall be 40 dBA or less. The State reserves the right to require certification, at Lessor's cost, from a registered professional engineer to verify this requirement is met.

Lessor shall provide and operate all building equipment and systems. Exposed ducts, piping and conduits are not permitted in any office area.

S. Plumbing:

Plumbing shall include two (2) unisex ADAAG compliant restrooms for staff located in a staff-only area of the building, or if in a multi-tenant building, both restrooms shall be ADAAG compliant. If restrooms are not provided for the entire building in a common area shared by other building tenants, one (1) unisex ADAAG compliant

restroom equipped with a wall mounted child changing table be located conveniently near the entrance to the Tenant Agency's office for use by clients and visitors.

Restrooms shall be fully equipped with toilet, toilet paper dispenser, sink, mirror, soap dispenser, towel dispenser, and waste receptacle for anticipated users and accessible according to the ADAAG guidelines and all fixtures must be high grade commercial fixtures. The restrooms must meet current city and/or local codes. Proposal must include restrooms' space sizes.

Breakroom should include some cupboards and counter space. Plumbing should be available to connect a refrigerator with an icemaker.

T. Electrical:

Main power distribution switchboards and distribution and lighting panel boards for standard office occupancy shall be included. All power distribution equipment shall meet current city and/or local code and the National Electrical Code.

Lessor shall provide a minimum of two duplex electrical outlets per 100 useable sf or per workstation, whichever provides the greatest number of outlets, normal circuit and one single pole switch per 220 useable sf in open office areas.

Lessor shall provide a minimum of 4.5 watts per gross sf for work station/office and miscellaneous equipment; electrical power outlets shall be distributed for convenient power supply for exhibition area, workstations, office and work areas, excluding electrical power required for general lighting, heating, ventilating and air conditioning equipment; receive power from a power circuit separate from any other power source; power circuits for computers may not supply power for any other purpose.

U. Fire/Life Safety Codes:

Complete Fire/Life Safety requirements shall meet current National Fire Protection Association 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 fire/life safety systems, sprinklers, etc., shall be provided.

V. Communications Entrance Facilities:

Cost to provide adequate entrance facilities for voice and data services shall be included in the shell rental rate; installation methods and procedures shall meet the standards set by the Office of the Chief Information Officer ("OCIO"). Further information on recommended connector types, cable specifications, installation methods and guidelines are to be obtained from the OCIO (402) 471-3851, Standard Policies and Procedures for the Installation of Wire and Cable Facilities in State-owned and State-occupied buildings, attached to this RFP as Attachment B.

Lessor shall provide voice and data jacks as listed in the Space Requirement table located on pages 3-4. Each telephone and data jack shall be terminated on separate cables, which shall be terminated on separate connecting blocks/panels at a common central closet location; and all terminations shall be performed by qualified personnel in the telecommunications field. It is Lessor's responsibility to bring the cabling to each cubicle and shall be coordinated with the Tenant Agency.

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 and 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.

Tenant Agency desires to be able to place printers and copiers so they are readily accessible to staff, 2 such areas will be necessary for a printer/copier.

Installation methods and procedures shall meet the ANSI/TIA/EIA-568-B wiring standards and those set by the State Office of the Chief Information Officer ("OCIO"). Further information may be obtained by contacting the OCIO (Phone: 402-471-3851).

Tenant Agency IT staff member, Karen Hall shall be contacted at (402) 471-9840 (NDOL.ITSupport@nebraska.gov) to review requirements and specifications prior to commencement of cabling installation.

Tenant Agency agrees to pay for all subsequent monthly charges for telephone and/or computer services.

W. Security:

A description of the security arrangements for the Demised Premises 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.

Lessor shall provide Tenant Agency the necessary keys, codes, key cards, or access cards for exterior and interior doors. Tenant Agency shall have 24-hour access to the Demised Premises for authorized personnel.

All entrances to the Demised Premises must be equipped with dead bolt locks and keys provided. Enclosed offices and storage/supply areas are to have keyed locks.

All exterior entrances and parking areas shall have adequate lighting as determined by the Lessor and Tenant Agency representatives.

X. Signage:

The Tenant Agency shall be allowed a prominent sign at a location which calls attention to its entrance. An ADAAG sign identifying the restrooms shall be provided.

Y. Contiguity of Office Area:

Tenant Agency prefers that all office space be located on one floor.

Z. Accessibility:

Accessibility to persons with disabilities shall be required throughout the building, Demised Premises and common areas accessible to staff and public and shall be designed in accordance with ADAAG guidelines 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.

Automatic door openers for exterior doors are **required**.

AA. Grounds Maintenance:

All grounds, including landscaping and improvements to landscaping, and snow removal and ice melt shall be provided.

BB. Location:

The requesting agency desires a location that is easily accessible for clients and visitors. The building is preferred to be located within a few blocks of downtown; however other areas may be acceptable, except for space south of Omaha Avenue.

Tenant Agency will not consider space located in an area that may have the potential of producing environmental conditions, including but not limited to fumes and noise.

CC. Loading Dock/Zone:

A loading dock is not required.

DD. Parking Requirements:

Cost of 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, provide a list of available parking lots/garages adjacent or close to the Demised Premises.

A statement of the availability of parking is required; indicate the location of the parking lot(s) in relation to the proposed office space. All parking spaces are to be on a hard surface, i.e., concrete, asphalt, etc. Surface type of the parking lot must be included in the proposal. ADAAG parking requirements must be met. Improvements to parking areas shall be included in the rental rate.

State Vehicles: 1 parking space must be included in the cost of the lease for State vehicles.

Employees: 13 parking spaces required for employees. It is highly desired that parking be located within two blocks of the Demised Premises.

Clients/Visitors: 8 parking spaces for visitors, including one stall in compliance with ADAAG parking requirements. Visitor stalls shall be designated as Visitor Parking Only by clearly visible signage.

III. TERMS AND CONDITIONS

By signing the Bidder's Proposal Form, Bidder is agreeing to be legally bound by all the accepted terms and conditions to the Lease Agreement, attached as Attachment C, the terms and conditions listed in this Section, and if agreed to by the State in writing, any proposed alternative terms and conditions submitted by the Bidder with the Bid. The State reserves the right to reject or negotiate Bidder-rejected or proposed alternative language.

If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the Bid. The State reserves the right to reject Bids that attempt to supplement or substitute the Bidder's terms and conditions, commercial contracts, or documents for this RFP.

A. GENERAL

The contract resulting from this RFP shall incorporate the following documents:

1. RFP and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Bidder's submitted Bid (RFP and properly submitted documents);
5. The executed contract; and
6. Amendments/Addendums to the contract.

The above listed documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract Amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment/Addenda to the contract after the contract has been executed with the most recent dated Amendment/addenda having the highest priority, 2) the executed contract; 4) Amendments to the RFP and any Questions and Answers, 5) the original RFP document and any Addenda, and 6) the Bidder's submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. CONFLICT OF INTEREST

By submitting a Bid, Bidder certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with its performance hereunder or which creates an actual or an appearance of conflict of interest.

The Bidder certifies that it will not knowingly employ any individual known by Bidder to have a conflict of interest.

C. PERFORMANCE BOND

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.



**ATTACHMENT A
Bidder's Proposal Form**

Description: Agency / City

Date:

Address of Proposed Space:

PART 1 Bidder Information

Bidder's Company Name:
Bidder or Bidder's Representative Name:
Address:
Contact Person for Site Inspection:
Email Address:
Phone:

PART 2 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.

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

Proposed Space: New Construction ☐ Existing Structure ☐ Age of Building
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.
Location and # of Parking Stalls provided by Lessor **at no cost** to Lessee/Tenant Agency:
If parking is not provided, please list available parking lots/garages adjacent or close to the Demised Premises:

PART 3 Bid Proposal Requirements

1. State of Nebraska Lease Agreement Enclosed Yes ☐ No ☐

To include rental rate, square footage and total annual lease payment.

Initial here: _____ Any exceptions to the terms and conditions of the State's lease format are to be explicitly noted and highlighted in the lease.

2. RFP Terms and Conditions Enclosed Yes ☐ No ☐

3. Proposed Floor Plan Enclosed Yes ☐ No ☐
(Including restroom dimensions and number of stalls)

4. Proof of Ownership Available Upon Request Yes ☐ No ☐

5. References

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

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

PART 4 Award Preferences (definitions in the RFP)

1. Resident Bidder Yes ☐ No ☐

2. Resident disabled veteran Yes ☐ No ☐

By signing this Proposal Form, Bidder hereby attests that the information contained in this Proposal Form is true and accurate to the best of the Bidder's knowledge. Bidder acknowledges and agrees to be bound by the requirements, terms, and conditions contained in the Request for Proposal, including all attachments and exhibits.

Authorized Signature: _____

Date: _____



ATTACHMENT B

STANDARD POLICIES AND PROCEDURES FOR INSTALLATION OF WIRE AND CABLE FACILITIES IN STATE OWNED AND OCCUPIED BUILDINGS State of Nebraska - Office of the Chief Information Officer

PART 1. GENERAL

WORK INCLUDED:

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.

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.

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

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.

CABLING RECORDS: Upon completion, a detailed drawing of the wiring system is to be provided to the Lessor and Lessee. 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.

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.

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.

POLICIES AND PROCEDURES FOR THE INSTALLATION OF DATA NETWORK INFRASTRUCTURE IN STATE OF NEBRASKA OCCUPIED OFFICES.

1. Network Room (NR) aka Server Room, Data Room, Equipment Room, Telecommunications Room, IT Room.

- a. The NR will contain only network infrastructure used exclusively by/for State of Nebraska.
- b. NR shall be a minimum of 75 square feet for offices with less than 50 staff and 100 square feet for offices with more than 50 staff. All walls shall be covered with plywood A/C grade. Plywood shall be fire retardant or coated with fire retardant paint.
- c. Door to the NR must have a lock keyed separate from any other door in the building.
- d. The NR shall not have open drains. Any water sources must be capped. The NR shall not be located next to adjacent walls with high voltage sources such as transformers, electrical motors, elevators, or other sources of electrical interference.
- e. Flooring in the NR must be of a non-static producing material such as wood or tile.
- f. NR must have enough air conditioning or ventilation such as louvered door or thermostatically controlled vent to maintain temperature of less than 75 degrees Fahrenheit.
- g. Each side wall must have a single gang dedicated 110 volt 20 amp power outlet centered on the wall approximately 15in from the floor.
- h. The back wall must have two dual gang dedicated 110 volt 20 amp power outlets located so as to split the difference

of the back wall with outlets approximately 15in from the floor. In offices of more than 100 staff, special power consideration may need to be implemented. For questions regarding this matter please contact OCIO Network Support at (402) 471-2047.

2. Auxiliary Wiring Closet(s) – Required for offices located on multiple floors.

- a. One Wiring Closet (WC) is required for each floor not housing the NR.
- b. Each WC shall be minimum of 50 square feet with door lock keyed same as NR and follow the NR standards noted above.

3. Data Wiring Specifications.

a. Standards.

- i. All data wiring shall be installed according to ANSI/TIA/EIA-568B. A copy of the data wiring certification tests and a floor plan showing the cabling pathways with data jack drop points to include jack numbers shall be submitted to State of Nebraska OCIO.
- ii. All installed data cabling must be labeled according to ANSI/TIA/EIA-606 standards at the patch panel, cross connects and data jack.
- iii. Installers shall follow all Federal, State and Local codes regarding the data wiring installation.
- iv. Floor to floor access, requiring a hole to be drilled for telecommunications wiring shall be installed in a metal conduit sleeve. Placing sleeves shall follow ANSI/EIA/TIA 569B standards. Spaces and pathways of horizontal and backbone cabling must follow the ANSI/EIA/TIA 569B Commercial Building Standard for Telecommunications Pathway and Spaces. Fiber installed in a building or tunnel must be installed in inner duct.
- v. All data cabling installed external to the ceiling or wall must be installed in one-inch raceway at a minimum. The raceway and fittings need to be rated to the cabling category being installed.
- vi. All wall-mounted faceplates must be secured to low voltage-mounting plate at a minimum.

b. General.

- i. The communications cabling contractor must contact OCIO Network Support to review requirements prior to starting work and provide a start date and expected completion date. For all questions concerning the data network please contact OCIO Network Support in Lincoln, at (402) 471-2047.
- ii. The contractor shall provide the complete physical wiring infrastructure including, but not limited to Category 6 rated data cable, jacks, data racks & patch panels. Patch panels cannot be larger than the 48 port style nor be of more than 2 rack units measuring approximately 19"x4"x4".
- iii. OCIO Network Support may, at its option, provide a lockable network cabinet for the NR and/or WCs.
- iv. The location of data jacks and data closet design for data equipment will be provided by OCIO Network Support once a final floor plan has been issued.
- v. The contractor shall contact OCIO Network Support in Lincoln, at (402) 471-2047 upon completion of the physical network.
- vi. For new site installations the data wiring will be terminated and tested at the earliest time possible.

