



Pete Ricketts, Governor

**REQUEST FOR PROPOSAL
SCHEDULE OF EVENTS – LINCOLN 65223033**

ACTIVITY		DATE/TIME
1.	Release Request for Proposal in The Journal Star	MONDAY, NOVEMBER 21, 2022 MONDAY, NOVEMBER 28, 2022
2.	Mandatory Pre-Proposal Meeting Location: 1526 K Street/2nd Floor/Buffalo Room, Lincoln	THURSDAY, December 1, 2022 11:00 AM CT
3.	Last day to submit written questions after Pre-Proposal Meeting	THURSDAY, DECEMBER 8, 2022 By 5:00 PM CT
4.	State responds to written questions through Request for Proposal Addendum to be emailed to all known interested bidders	THURSDAY, DECEMBER 15, 2022 By 5:00 PM CT
5.	Bid Proposal opening Location: 1526 K Street/2nd Floor/Buffalo Room, Lincoln	WEDNESDAY, DECEMBER 21, 2022 10:00 AM CT
6.	Review for conformance of mandatory requirements	FRIDAY, DECEMBER 30 TH , 2022 By 5:00 PM CT
7.	Site Visits	JANUARY 3 RD , through JANUARY 9 TH , 2023
8.	BAFO, if applicable	TBD, if applicable
9.	Contract award date	FRIDAY, JANUARY 20, 2023 By 5:00 PM CT
10.	Tenant Agency date of Occupancy	No later than July 1, 2023



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REQUEST FOR PROPOSAL #65223033 SPECIFICATIONS FOR LEASED SPACE

SECTION I. This space will be a State of Nebraska facility used by State employees and the public.

1. Rate Type:

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

2. 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. To demonstrate potential for efficient layout, a one-line floor plan (to scale) with measurements depicting the proposed space and its location in the building and its ability to provide the necessary office layout is also required. Winning bidder must supply an electronic version of floorplan to DHHS. AutoCad 2012 or newer is the preferred format.

3. Lease: Include State of Nebraska Lease Agreement, with any edits highlighted, in proposal packet.

The State of Nebraska lease form is attached. The State of Nebraska's lease form is to be completed to include the rental rate, square footage being leased, and total annual lease payment. Any exceptions to the terms and conditions of this lease form must be explicitly noted and highlighted in the proposal. The lease MUST contain a provision that the lease payments are subject to annual appropriations by the Nebraska State Legislature (Paragraph 4. TERMINATION in the attached State of Nebraska lease agreement). Be sure to read all of the lease sections before determining your lease rate.

4. Drug Free Workplace Policy: Include in proposal packet.

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

5. Construction Costs

Proposals must describe a turn-key buildout solution. Tenant Agency is not receptive to proposals including an initial buildout allowance. All remodeling and/or construction will be the financial responsibility of the Lessor. Statutory and regulatory restraints preclude the Lessee from providing its own initial remodeling and/or renovation.

6. 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.

(3) "Common Areas" are all areas and facilities outside the Demised Premises and within the exterior boundary line of the building and grounds and interior utility raceways within the Demised Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee/Tenant Agency and other tenants of the building and their respective employees, suppliers, shippers, tenants, contractors and invitees. Common areas may include mechanical/electrical areas, building service areas, public restrooms, public break areas, public corridors, vestibules, elevator lobbies, elevator shafts, escalators, stairways and stair towers, and receiving areas such as docks, etc. During the lease term, the Lessor shall grant Lessee, for the benefit of Tenant Agency and its employees, suppliers, shippers, contractors, customers and invitees, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof.

7. 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.

		STATE BUILDING DIVISION SPACE REQUIREMENTS WORKSHEET				
Office: Nebraska Environmental Trust		Contact Person Name & Phone Number: Karl Elmshaeuser (402)-471-5409			Date:	
SPACES		SIZE	NUMBER	SPACE REQUIREMENT	TOTAL SQUARE FEET	VOICE & DATA DROPS
Offices, Work Spaces & Reception						
A.	Private Offices	10x15	3	150	450	6
B.	Staff Cubicle	8x8	1	64	64	1
C.	Receptionist	10x10	1	100	100	2
Conference and Other Work Areas						
D.	Conference/Meeting Rooms (30 persons)	20x25	1	500	500	6
E.	Storage Room	10x15	1	150	150	2
F.	Mail/Copy/Supply Room	10x15	1	150	150	2
Required Support Areas						
G.	Mothers Room	10x10	1	100	100	1
H.	Server/Data Room/Phone Room	10x10	1	100	100	4
I.	Break Room	10x15	1	150	150	1
Public Lobby Restrooms						
J.	ADA Women's Restroom	10x7	1	70	70	
K.	ADA Men's Restroom	10x7	1	70	70	
Staff Restrooms (Select in Matching Pairs)						
SUBTOTAL					1904	
Total Circulations (35%)					666	
Total SQ. FT. Requested					2570	
Total Voice/Data Drops Needed						25

Rows A, D, E, F, G, H, I, J, K must have floor to ceiling walls.

Rows A, D, E, F, G, H, I, J, K must be constructed with solid core doors.

All entrances that lead to the Demised Premises must have the ability to be secured.

Non-carpet flooring – Breakroom, Phone & Server/Data Room.

8. “Bidder’s Proposal” and “State’s Terms and Conditions”: Include both in proposal packet.

Bidders **must** complete and return a BIDDER’S PROPOSAL FORM for **each** proposal along with the signed TERMS AND CONDITIONS FOR PROPOSAL FOR LEASING REAL PROPERTY form to be considered a valid bid. All required forms are included in the bid packet. Please include four (4) copies with each bid.

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

This lease term will be for 10 years with two (2) additional five (5) year renewal terms.

9. Hours of Operation:

24-hour access for employees, including weekends.

10. Number of FT Employees: approx. 5

11. Building Specifications - Square Footage: 2,570 sf (+/-)

SECTION II. As to the Demised Premises, Lessor shall provide the following at Lessor’s expense:

1. 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.

A majority of staff at this location use cellular phones as opposed to landline, so building elements must accommodate use of cellular communication.

The State will NOT consider office space that is next to any business that has the potential of producing fumes that may be irritating to employees, clients and visitors (i.e. beauty salons, mechanic shops, parking garage, paint shop, etc.)

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

2. 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.

3. 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.

4. 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. Lessor shall paint the walls of the Demised Premises every five (5) years with at least one (1) coat of paint at Lessor's expense.

5. Flooring:

Flooring throughout the Demised Premises shall be a commercial carpet tile or laminate flooring. The flooring in phone and data room must be anti-static (i.e. wood, ceramic tile, VCT, linoleum or anti-static carpeting).

6. 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.

7. 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 areas around the building should be illuminated to 5 foot candles, and 10 foot candles around all entrances. All parking areas should be illuminated to a minimum of 3 foot candles. Waiting areas, storage areas, and restrooms will maintain and average of 10 foot-candles of illumination. All Corridors and aisles shall have a minimum of 20 foot candles illumination. All work areas shall have a minimum of 40 foot candles of illumination at work surface height. All other areas of the proposed site shall have a minimum of 50 foot candles of illumination. Conference rooms should have adjustable lighting either on a dimmer switch or by splitting lighting through multiple switches.

8. 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. The States expectation is the space will be maintained at a constant 72-74°F temperature range under all conditions.

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

9. Plumbing:

If restrooms are not provided for the entire building in a common area shared by other building tenants, it is highly desired that one (1) unisex restroom be located conveniently near the entrance to the Tenant Agency's office for use by clients, visitors and staff. There should also be a secondary set (one) 1 for men and (one) 1 for women for staff located in a staff-only area of the building and contains, at a minimum, one ADAAG stall and one urinal and meets current local and/or city codes.

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

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.

10. 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 work station, 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. Lessee does not have a preference between floor ports or power poles or wall distribution so long as power can be distributed to each work surface as needed. If Lessor plans to distribute electricity through means other than power poles or floor ports, this must be noted in the proposal and the method approved during site visit.

11. Dedicated Power Supplies

All printers, copiers, scanners, LAN rack and fax machines must receive power from a power circuit separate from any other power source (dedicated line). The power circuits for computer processors may not supply power for any other purpose.

The Tenant Agency desires to be able to place printers and copiers so they are readily accessible to staff. The estimate is that 1 printer/copier/fax machines, with need for dedicated power supply and communication cabling (voice and data), will be needed.

Dedicated power is required for area such as the break room.

12. 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.

13. 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.

Lessor shall provide voice and data jacks as listed in the Space Requirement table located on pages 2-3. 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.

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, 1 such area 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 shall be contacted at (402) 471-4545 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.

14. 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.

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

The public may not have access to any staff work areas.

All exterior entrances shall be equipped with dead bolt locks and keys provided.

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

If any interior entrances within the Demised Premises include locks/key cards, they shall be provided to the Tenant Agency representatives.

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

15. Signage:

The Tenant Agency shall be allowed a prominent sign at a location which calls attention to its entrance. The landlord will be responsible for supplying ADAAG signs identifying rooms inside the building (i.e. Restrooms, Conference Rooms, Utility Rooms, etc.)

16. Contiguity of Office Area:

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

17. 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 preferred

18. Grounds Maintenance:

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

19. Location:

The requesting agency desires a location that is convenient to the Nebraska State Capital (1445 K St., Lincoln, NE 68508) with adequate parking for invitees, employees and State vehicles. Location of the office shall be within a few blocks of a bus stop useable by Tenant Agency employees and invitees. However, the Tenant Agency will consider all proposals taking into consideration convenient access to public transportation.

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.

20. 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: 4 parking spaces required for employees. It is highly desired that parking be located within two blocks of the Demised Premises.

Clients/Guests: Are optional, but not required to be provided in in parking requirements.

If parking spaces are included for visitors/guest, including one stall in compliance with ADAAG parking requirements, how many would be Available?

_____ for clients/guests

SECTION III. LESSOR PROVIDED SERVICES:

Lessor shall repair/replace carpet that is worn or becomes hazardous.

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

Lessor shall provide janitorial service and supplies.

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

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

Lessor shall provide interior and exterior pest control.

All exterior windows must have a covering allowing the tenant the ability to regulate natural lighting into the leased space. Vertical blinds are in most cases the preferred window covering, but other alternatives will be acceptable. Window coverings should be specified in the bid proposal.

SECTION IV. PRIOR TO AWARD OF CONTRACT:

Best and Final Offer:

Bidders are advised to propose their best possible offer(s) at the outset of the process, there is no guarantee that any Bidder will be allowed an opportunity to submit a best and final offer. If the selection process described in this RFP does not lead to a viable recommendation, Administrative Services, State Building Division (AS/SBD), at its discretion, may request a 'Best and Final Offer', BAFO. The BAFO may include any changes to the original cost proposal. After reviewing BAFOs, AS/SBD will evaluate the revised proposals using the original evaluation method. If an alteration to the original published evaluation criteria is to be made, such changes in the criteria will be published to all known bidders. Bidders will NOT be provided any information about other proposals or where the bidders stand in relation to others at any time during the evaluation process.

REQUEST FOR PROPOSAL #65223033 Bidder's Proposal Form



Description: Nebraska Environmental Trust - Lincoln

Date: December 21, 2022 at 10:00 A.M. CT

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. Rental Rate – All proposals must include a full-service rate in accordance with the 65223033 Project Scope.

Proposed Square Feet x Price/SF = Annual Rent

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

TERM	SQUARE FEET	RATE PSF	ANNUAL COST	MONTHLY PAYMENT

C. Description of Space

Proposed Space: New Construction Existing Structure Age of Building

ADA Compliant: Yes No

Other Comments on Description of Space:

Comments:

D. Location

The requesting agency desires a location that is convenient to the Nebraska State Capital (1445 K St., Lincoln, NE 68508) with adequate parking for invitees, employees and State vehicles. Location of the office shall be within a few blocks of a bus stop useable by Tenant Agency employees and invitees. However, the Tenant Agency will consider all proposals taking into consideration convenient access to public transportation.

Is the location within the downtown area of Lincoln? Yes No

How many blocks away is the proposed location from the Nebraska State Capital (1445 K St., Lincoln, NE 68508)?

Comments: _____

E. 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. Drug Free Workplace Policy Enclosed Yes No

5. Proof of Ownership Available Upon Request Yes No

6. Copyright Release Enclosed Yes No

7. Nebraska Contractor Affidavit Enclosed Yes No

8. Declaration Concerning Conflict of Interest and Confidential Information and Third Party Contact Yes No

9. 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:

Authorized Signature: _____

Date: _____

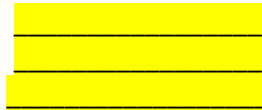


Pete Ricketts, Governor

LEASE AGREEMENT #65223033

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

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



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

- 1.1 **Common Areas – Definition.** "Common Areas" are all areas and facilities outside the Demised Premises and within the exterior boundary line of the building and grounds and interior utility raceways within the Demised Premises that are provided and designated by Lessor from time to time for the general non-exclusive use of Lessor, Lessee/Tenant Agency and other tenants of the building and their respective employees, suppliers, shippers, tenants, contractors and invitees.
- 1.2 **Common Areas – Lessee/Tenant Agency's Rights.** Lessor hereby grants to Lessee, for the benefit of Tenant Agency and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof.

2. Term.

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

on the number of days in the month of earlier occupancy. The Expiration Date shall remain the same despite the earlier occupancy by Tenant Agency.

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

2.3 It is agreed between Lessor and Lessee that in the event Lessor, Lessee and Tenant Agency have fully complied with all the terms and conditions of this Lease, Lessee shall have the right to exercise, at its sole option, a renewal for _____ additional _____ terms upon the same terms and conditions, except rent, as those set forth in the original Lease. Lessee shall notify Lessor, in writing, of its exercise of such right within one hundred eighty (180) calendar days before the end of the original Term of this Lease. If the annual rent rate is changed, said changes must be mutually agreed to in writing between all Parties.

3. Rent.

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

“ _____ ”

and sent to Lessor's financial institution as designated by Lessor at the time of this Lease, or during the Term of this Lease to such other financial institution, as designated in writing and served as notice to Lessee.

3.2 Tenant Agency shall occupy _____ square feet of space. The actual rentable area of the Demised Premises shall be determined in accordance with the Standard Method for Measuring "Floor Area in Office Buildings, Approved June 7, 1996 ("BOMA Standards") by the American National Standards Institute, Inc. (ANSI/BOMA 265.1-1996).

3.3 The payment schedule for the Term of this Lease shall be as follows: **(remember increases run with the biennium)**

Lease Term	SF	Rate PSF	Annual Rent	Monthly Rent
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00

4. Termination.

- 4.1 If sufficient appropriated funds are not available to the Lessee and/or Tenant Agency for the purpose of paying necessary operating expenses including rentals on the premises, this lease shall terminate at the election in writing of either party hereto. If at any time it appears that appropriations will be depleted in the future or not sufficient to pay necessary operating expenses of the Lessee and/or Tenant Agency including rentals hereunder, notice of such fact and the estimated date of depletion shall be given promptly to Lessor. If only a portion of the funds sufficient to pay the necessary operating expenses of the Lessee and/or Tenant Agency including rentals hereunder are appropriated, this Lease may be kept in force with a prorated share of the space and corresponding rental decreased. Any such reduction shall be agreed upon by Lessor, Lessee and Tenant Agency.
- 4.2 Lessor and Lessee each shall have the right to cancel this Lease, for any reason whatsoever including no reason, upon giving one hundred eighty (180) days’ notice of such cancellation in writing to the other Party.
- 4.3 Lessee may terminate this Lease immediately without penalty for the following reasons: (a) if directed to do so by statute; (b) if Lessor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business; (c) if a trustee or receiver of Lessor or of any substantial part of Lessor’s assets has been appointed by any court; (d) in the case of fraud, misappropriation embezzlement, malfeasance, misfeasance, or illegal conduct by Lessor, its employees, officers, directors, or shareholders; (e) if an involuntary proceeding has been commenced by any Party against Lessor under any one of the chapters of Title 11 of the United States Code and (i) if the involuntary proceeding has been pending for at least sixty (60) days; or (ii) Lessor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) Lessor has been decreed or adjudged a debtor; (f) A voluntary petition has been filed by Lessor under any of the chapters of Title 11 of the United States Code.
- 4.4 Lessee may terminate this Lease, in whole or in part, if Lessor fails to perform its obligations under this Lease in a timely and proper manner. Lessee may, by providing a written notice of default to Lessor, allow Lessor to cure a failure or breach of this Lease within a period of thirty (30) days. Allowing Lessor time to cure a failure or breach of contract does not waive Lessee’s right to immediately terminate this Lease for the same or different contract breach which may occur at a different time.

- 4.5 If the whole or substantial part of the building or Demised Premises shall be taken or condemned by any competent authority for any public use or purpose, unless otherwise agreed upon in writing by the Parties, this Lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purchase, and without apportionment of the award, and current rent shall be apportioned to the date of termination.
- 4.6 If Lessee opts to terminate this Lease during the Term for any reason other than non-appropriations or failure of Lessor to comply with the terms and conditions, Tenant Agency will be responsible for any outstanding Tenant Improvement costs and such amount shall be based on the number of years remaining on the agreed to original Term.

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

Intentionally Omitted.

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

To Lessor at:

 Attn: _____

To Lessee at:

AS/STATE BUILDING DIVISION
 Attn: # _____
 PO BOX 98940
 LINCOLN NE 68509-8940
 (402) 471-_____
 _____@nebraska.gov

6. Assignment and Subletting.

- 6.1 Lessee shall not assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld. Any occupant, assignee, or sub-lessee must agree to abide by all of the terms and provisions of this Lease. Lessor shall not assign this Lease without the written consent of Lessee, which shall not be unreasonably withheld.
- 6.2 Notwithstanding the provisions of Section 6.1, above, Lessee may assign or sublet the Demised Premises, or any portion thereof, to any agency, board or commission of the State of Nebraska provided that said assignee assumes, in full the obligations of Lessee under this Lease and has sufficient appropriated funds available to assignee for the purpose of paying necessary operating expenses of the assignee, including rent on the Demised Premises.

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

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

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

9. Alterations. Lessee and Tenant Agency will not permit any alterations or additions to any part of the Demised Premises, except by written consent of Lessor, which consent shall not be unreasonably withheld. All alterations to the Demised Premises shall remain for the benefit of Lessor unless otherwise provided in said consent. Notwithstanding the foregoing, Tenant Agency may, with or without consent of Lessor, make additions, alterations, repairs or other changes to the Demised Premises of a non-structural nature, provided that upon completion of such alterations and additions, the fair market value of the Demised Premises and rental value thereof will not be less than the fair market value and rental value of the Demised Premises immediately prior to such alterations and additions. Said fair market value and rental value shall be determined by a licensed real estate appraiser, in good standing in the State of Nebraska, mutually agreed to by Lessee and Lessor.

10. Return of Premises. At the conclusion of this Lease or any extension thereof, Lessee shall return the Demised Premises to Lessor in the same condition as it was received at origination of this Lease, normal wear and tear excepted as provided in Section 9, above. If at the conclusion of this Lease or any extension thereof, Lessor is of the opinion that Tenant Agency is not leaving the Demised Premises in the same condition as it was received, normal wear and tear accepted, then such costs of restoration will be mutually agreed upon between the Parties. If the costs cannot be agreed upon, the costs will be determined by a panel of three (3) persons consisting of Lessee, Lessor, and one (1) person selected by mutual consent of the Parties.

11. Destruction of Premises.

11.1 If a portion of the Demised Premises or the building is damaged by fire, unavoidable casualty, Act of God, or some other event that renders the Demised Premises unfit ("Event") such that Lessee is prevented from conducting its business in the premises in a manner reasonably comparable to that conducted immediately before such Event, then Lessee may terminate this Lease by delivering written notice to Lessor of its election to terminate immediately after the Event. The portion of any lease payment which is attributed to the period of time after the Lease has been terminated in the above manner shall be refunded by Lessor to Lessee. If Lessee does not so timely terminate this Lease, then Lessor shall repair the building or the Demised Premises, as the case may be, as provided below, and the lease payment for the portion of the Demised Premises rendered unusable for Tenant Agency's purposes by the damage or repair shall be abated on a reasonable basis from the date of damage until the completion of the repair, unless a Tenant Agency agent, invitee or employee caused such damage, in which case, Tenant Agency shall continue to pay the lease payment without abatement.

- 11.2 Lessor shall, within fifteen (15) days after such Event, deliver to Lessee a good faith estimate of the time needed to repair the damage caused by such Event. Lessor shall be responsible for repairing the same in a timely manner at Lessor's own expense and the lease payments shall be suspended from the time of the Event until the Demised Premises have been put in substantially the same condition as they existed immediately before such Event.

12. Repair and Maintenance. During the Term of this Lease, Lessor shall maintain the Demised Premises including, but not limited to, general landscaping, sidewalks, building entrances and parking areas, the roof, exterior walls, exterior doors, exterior windows and corridors of the building, and any building equipment in good repair and tenantable condition. Lessor's obligations include, but are not limited to, the maintenance and repair of the plumbing, heating, electrical, air-conditioning and ventilating equipment and fixtures, and consequential damages that result from plumbing, window and roof leaks to the end that all such facilities are kept in good operative condition except in case of damage arising from a willful or negligent act of Lessee's and/or Tenant Agency's agent, invitee, or employee. In addition, it is the responsibility of Lessor to ensure that the electrical power to the Demised Premises is distributed in such a way to make it convenient to provide reasonably adequate outlets to general office space and Common Areas; this is in addition to reasonably adequate electrical power required for general lighting and heating, ventilating and air conditioning equipment. Lessor's obligations shall also include, but are not limited to, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters and air conditioning and ventilating equipment filters.

13. Services and Utilities.

- 13.1 Utilities: All utility services for use by Tenant Agency in the Demised Premises and associated building and associated fees shall be the responsibility of Lessor. In the event of any outage of utility services to the Demised Premises, Lessor shall use its best efforts to restore said utility services promptly.
- 13.2 Janitorial: Lessor shall be responsible for all janitorial services and/or supplies for the Demised Premises, as shown on attached *Janitorial Performance Requirements – Exhibit C*. Lessor shall be responsible for all janitorial services and/or supplies for the remaining square footage of the associated building. **If agency requests this add the following:**
- 13.3 Parking: Lessor shall provide no less than [redacted] parking stalls and [redacted] ADAAG compliant stalls, as shown on *Parking Lot Plan – Exhibit D* attached hereto and incorporated herein.
- 13.4 Other: Lessor will provide trash removal, snow/ice removal from parking lots, building entrances, exits, surrounding sidewalks and driveways, lawn care, and interior and exterior pest control. Prior to the start of each business day, the Lessor is responsible for snow and ice removal for building entrances/exits, sidewalks, driveways and parking areas. If conditions warrant, additional snow and ice removal may be needed during the business day based on conditions and the accumulations of snow, sleet, and ice. The Lessor is responsible to correct all unsafe conditions relating to freezing and thawing in a timely matter. If conditions warrant, additional snow and ice removal may be needed during the business day based on conditions

and the accumulation of snow, sleet, and ice. Lessor is responsible to correct all unsafe conditions related to freezing and thawing.

All maintenance-related services including, but not limited to, electrical (including light tube/bulb/ballast replacement and installation), mechanical (including furnace filters installation and replacement and other routine maintenance services), plumbing (including clearing clogged toilets and drains within twenty-four (24) hours of notification), structural, roof, lawn services, pest control, etc., shall be provided by Lessor as part of the rental rate.

Lessor agrees to paint the walls of the Demised Premises every five (5) years with at least one (1) coat of paint; to repair/replace carpet that is worn or becomes hazardous; shall have the carpet cleaned annually and spot cleaning will be performed, as needed, throughout the year, at Lessor's expense.

- 13.5 Tenant Agency agrees to pay the monthly charges to provide telephone and/or computer networking services supplied to the Demised Premises for the use of Tenant Agency. It is the responsibility of Lessor to ensure adequate entrance facilities are provided by the local communications company for the services required. Lessor shall provide communication cabling to each desk and/or work station. Each desk and/or work station shall have a telephone and computer network jack provided. Each telephone and computer jack shall be terminated on separate cables, which shall be terminated to separate connecting blocks/patch panels at the appropriate central locations. All voice/data cabling will originate from a central communications closet to all requested locations/work stations/offices. Each voice and data faceplate and closet termination point shall be labeled and a copy of the labeling scheme shall be made a part of this Lease and incorporated herein as *Voice and Data Faceplate and Closet Termination Point Labeling Scheme – Exhibit E* as a reference schematic for Tenant Agency and Lessor. A current copy of the labeling scheme shall be provided to both Tenant Agency and Lessor by the installer upon request by either Party throughout the Term of this Lease.
- 13.6 Tenant Agency agrees to pay all costs and monthly charges to provide cable service to the Demised Premises, if any.
- 13.7 Communications installation methods and procedures shall meet the ANSI/TIA/EIA-568-B wiring standards and those set by the State of Nebraska, Office of the Chief Information Officer as set forth in the Request for Proposal and all work shall be performed by qualified personnel in the telecommunications field.

14. Holding Over. In the event Lessee remains in possession of the Demised Premises after the expiration of the Term or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to termination by either Party by providing thirty (30) days written notice of termination to the other Party, and otherwise on the terms and conditions herein specified. Rent payable during any holdover period shall be the same as the monthly rent payable in the last month prior to expiration unless another amount is mutually agreed upon in writing by Tenant Agency, Lessee and Lessor.

15. Compliance with Law.

- 15.1 Lessor shall, at its expense, comply with all statutes, laws, ordinances, rules, regulations, building and maintenance codes, requirements and orders of duly constituted public authorities, affecting the Demised Premises in any manner, or the Lessee’s or Tenant Agency’s use of or access to the Demised Premises. This includes, but is not limited to, laws pertaining to the protection or confidentiality of information, data, records, or documents owned or possessed by the State that the Lessor or the Lessor’s subcontractors may have access to.
- 15.2 Demised Premises shall meet all current applicable code requirements, including but not limited to fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines. HVAC system in all spaces proposed are required to meet current thermal environmental conditions for human occupancy (ASHREA standard 55-2004) and ventilation (ASHRAE standard 62.1-2007).
- 15.3 Lessor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

16. Confidentiality and Privacy

- 16.1 Unless prior publicly disclosed by the Lessee or Tenant Agency, all information provided to Lessor and all information, data, records, documents located at the Demised Premises owned or possessed by the Lessee or Tenant Agency shall be regarded as confidential information (“Confidential Information”). Such Confidential Information may include, limited to, protected health information. Lessor shall not and shall not attempt to acquire, or receive such Confidential Information unless the Lessee or the Tenant otherwise in writing. In the event that Lessor or Lessor’s subcontractor(s), volunteer(s), or other persons performing services or duties pursuant to this Lease Agreement acquires, or receives Confidential Information, the Lessor shall immediately and shall not use, reproduce, distribute, disclose, or take any other action or cause or result in the Confidential Information being further shared, disclosed, and but is not access, Agency agree agent(s), accesses, notify the Lessee inaction that may or compromised.
- 16.2 Except when otherwise agreed to in writing by the Lessee or Tenant Agency or in cases of emergencies that threaten the life and safety of the Tenant Agency’s employees or persons, Lessor shall not and shall not attempt to interfere with, disturb, use, damage, or remove any of the personal property belonging to or in the possession of the Lessee or the Tenant Agency and located at the Demised Premises. In the event that Lessor or Lessor’s subcontractor(s), agent(s), volunteer(s), or other persons performing duties or services to this Lease Agreement interfere with, disturb, use, damage, destroy, or remove any of the personal property of the Lessee or the Tenant Agency, the Lessor shall immediately other destroy, or the pursuant the

notify the
with,

Lessee and the Lessor shall not take any actions or inactions that may further interfere disturb, use, damage, destroy, or remove any of the personal property. Nothing in this subsection shall be construed to prevent the Lessor or the Lessor's subcontractor(s), agent(s), volunteer(s), or other persons performing duties or services pursuant to this Lease Agreement from taking those actions that are necessary to perform the duties or services as provided in this Lease Agreement.

16.3
greater
volunteers,
Agreement.
services.

The Lessor shall ensure that any and all of Lessor's employees understand and agree to abide by the same terms and conditions in this Section. The Lessor shall place a similar provision that protects the Lessee's and Tenant Agency's Confidential Information to the same or extent as provided in this Section in any and all agreements with subcontractors, and agents performing duties or services, in whole or in part, pursuant to this Lease Agreement. This includes, but is not limited to, janitorial, vending, and maintenance duties and

16.4
rights and

If the Lessor fails to comply with any term or provision of this Section, as determined in the sole discretion of the Lessee, the Lessee may, at its sole option, allow the Lessor to cure the breach or immediately terminate this Lease Agreement without penalty and no further sums shall be owed to Lessor, except that Lessor may recover unamortized costs described in Section 4.2 only in circumstances where the Lessor's failure to comply with this Section is not attributable to Lessor's negligence or Lessor's intentional actions or inactions. Lessee shall retain all remedies pursuant to law.

17. Liabilities – Limited or Negligent Acts. Lessee and/or Tenant Agency shall not be responsible for any liabilities resulting from negligent acts or omissions of Lessor, its agents, invitees or employees, and Lessor will hold Lessee and/or Tenant Agency harmless from any damages or injuries caused by Lessor, its agents, invitees or employees. Lessor shall not be responsible for any liabilities resulting from the negligent acts or omissions of Lessee and/or Tenant Agency, its agents, employees or invitees.

18. Default.

- 18.1 In the event Tenant Agency and/or Lessee fails to pay any lease payment due herein or fails to keep and perform any of the other terms or conditions hereof, Lessor may serve written notice of default upon Lessee. Upon such receipt, Lessee and/or Tenant Agency shall have thirty (30) days to cure the default so noted in the notice of default. If, after said cure period the default has not been cured, Lessor may resort to any and all legal remedies or combination of remedies which Lessor may desire to assert, including but not limited to one or more of the following: (1) declare the Lease terminated; (2) file a claim for the lease payment due under the Lease and/or for any damages sustained by Lessor; (3) continue the Lease in effect and relet the Demised Premises on such terms and conditions as Lessor may deem advisable with Lessee and/or Tenant Agency remaining liable for the monthly lease payment until the Demised Premises is relet.
- 18.2 No action by Lessor shall be construed as an election to terminate this Lease unless written notice of such intention is given to Lessee by certified mail, return receipt requested.

18.3 In the event Lessor fails or refuses to comply with any requirements of the Lease within thirty (30) days of the event giving rise to the requirement or in the event of an emergency constituting a hazard to the health or safety of Lessee's and/or Tenant Agency's employees, property, or invitees, Lessee and/or Tenant Agency may perform such maintenance or make such repair at its own cost and, in addition to any other remedy Lessee and/or Tenant Agency may have, may deduct the amount thereof from the lease payment that may then be or thereafter become due hereunder.

19. Compliance with Civil Rights Laws and Equal Opportunity Employment. Lessor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment. Lessor shall include this clause in all subcontracts. Neither Lessor nor any subcontractors of Lessor shall discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to the employee or applicant hire, tenure, terms, conditions or privileges of employment, because of his or her race, color, religion, sex, disability, age, marital status, pregnancy or national origin.

20. Drug Free Workplace. Lessor certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Lessor agrees to provide a copy of its drug free workplace policy at any time upon request by Lessee.

21. Insurance and Notice of Self-Insurance. Lessor shall provide proof it has obtained all the insurance required hereunder and such insurance shall be approved by Lessee. Approval of the insurance by Lessee does not relieve or decrease the liability of Lessor hereunder. If by the terms of any insurance, a mandatory deductible is required or if Lessor elects to increase the mandatory deductible amount, Lessor shall be responsible for payment of the amount of the deductible in the event of a paid claim. This Section 21 shall in no way affect the indemnification, remedy, or warranty provisions set forth in this Lease or Lessee's right of recovery thereunder.

21.1 **Workers' Compensation and Employers' Liability Insurance.** Lessor shall take out and maintain during the entire Term, and any Renewal Term of this Lease the statutory Workers' Compensation and Employers' Liability Insurance for all of its employees that are or will be engaged in work for the benefit of this policy and shall include a waiver of subrogation in favor of Lessee. The amounts of the insurance protection shall not be less than the \$500,000 (Employers Liability) and for Worker's Compensation (amount statutory).

21.2 **Commercial Automobile Liability Insurance.** Lessor shall take out and maintain during the life of this Lease such Commercial Automobile Liability insurance as shall protect it and any subcontractor performing work covered by this Lease from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Lease whether such operation be by Lessor or any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than \$1M combined single limit. The Commercial Auto Liability insurance shall be written to cover all owned, non-owned and hired vehicles.

21.3 **Additional Insurance Coverage Amounts required**

- Workers' compensation (statutory) with \$500,000 employer's liability
- Property insurance (enough to cover the replacement cost of the property)

- General liability (\$1/\$2M primary)
- Umbrella (\$3/\$5 M)
- Automobile liability (\$1M combined single limit).

21.4 **Lessor Proof of Insurance.** Lessor shall furnish Lessee with a certificate of insurance confirming coverage, which shall be submitted to Lessee annually thereafter through the Term, and any Renewal Term of this Lease. The certificate shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If Lessee is damaged by the failure of Lessor to maintain such insurance, then Lessor shall be responsible for all reasonable damages, losses, and expenses properly attributable thereto. The Certificate of Insurance shall expressly provide that the coverage(s) afforded shall not be terminated or without first providing Lessee with a fifteen (15) day or more advance notice. Attached hereto and incorporated herein as [Certificate of Insurance Coverage – Exhibit G](#)

21.5 **Lessee Proof of Self-Insurance.** Lessee shall furnish Lessor with a certificate of self-insurance coverage, which provides coverage for the original Term and any Renewal Term of this Lease. Lessee, under the provisions of R.R.S., 1943, § 81-8,239.01, self-insures all such exposures and is financially capable of retaining those losses should they occur. If there is a liability loss under the provisions of this Lease, a claim may be filed with the Office of Risk Management and, if approved, will be paid from the State Tort Claims Act, R.R.S., 1943, § 81.8,209.08, et seq., and any other provision of law. Workers' Compensation is statutorily required in Nebraska and Lessee is fully self-insured. Occupational diseases are fully covered by law.

22. Amendments and Binding Effect. This Lease may not be amended except by instrument in writing signed by Lessor and Lessee. No provision of this Lease shall be deemed to have been waived by either Party unless such waiver is in writing signed by the applicable Party and no custom or practice which may evolve between the Parties in the administration in the terms hereof shall waive or diminish the right of either Party to insist on the performance of the other Party in strict accordance with the terms hereof.

23. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

24. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties or agreements have been made by Lessor or Lessee to the other with respect to this Lease or the obligations of Lessor or Lessee in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting Party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year last below written.

LESSOR:

Name, Title
Company

Date

Federal I.D. Number: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____, managing member **or partner** on behalf of _____.

Affix seal here. _____
Notary Public

LESSEE:

Doug Hanson, Director
Department of Administrative Services, State Building Division

Date

Exhibit A – Demised Premises Floor Plan

Exhibit B – Tenant Improvements

Exhibit C – Janitorial General Performance Requirements (Section 13)

JANITORIAL GENERAL PERFORMANCE REQUIREMENTS

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

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

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

NIGHTLY CLEANING:

Shall include the following (unless otherwise indicated.)

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

RESTROOMS and BREAK areas:

12. Empty all waste receptacles and change liners, as needed.
13. Clean and service all restroom dispensers.
14. Thoroughly clean all fixtures with a germicidal cleaner.
15. Thoroughly clean walls, doors, shelves and partitions with a germicidal cleaner.
16. Sweep and thoroughly wet mop all floor areas with a germicidal cleaner.

WEEKLY CLEANING:

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

MONTHLY CLEANING:

1. Dust all venetian blinds.

QUARTERLY CLEANING:

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

SEMI-ANNUAL SERVICES:

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

ANNUAL SERVICES:

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

PROOF OF COMPLIANCE:

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

Tenant Agency representative: _____

Representative phone: _____

Representative email address: _____

Exhibit D – Demised Premises – Parking Lot Plan showing where employees and invitees shall park

Exhibit E – Voice and Data Faceplate and Closet Termination Point Labeling Scheme

Exhibit F – United States Citizenship Attestation Form, if an Individual person **WAIVED**

Exhibit G – Certificate of Insurance Coverage



DATE: DECEMBER 1, 2022

DATE TO BE OPENED: 10:00 A.M., Wednesday, December 21, 2022

SBD CONTACT: johnny.knoche@nebraska.gov

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

INSTRUCTIONS TO BIDDER – READ CAREFULLY

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

1. READ ALL FORMS CAREFULLY BEFORE BIDDING AND DOUBLE CHECK FIGURES.
2. RETURN THIS REQUEST FOR PROPOSAL AND THE BIDDERS PROPOSAL FORM IN A SEALED ENVELOPE; OVERSIZED ENCLOSURES SHALL BE SUBMITTED SEPARATELY, EACH TO BE IDENTIFIED WITH THIS CONTRACT NO.
3. ALL PROPOSALS SUBJECT TO CONDITIONS ON REVERSE SIDE.
4. DRUG FREE WORKPLACE POLICY MUST BE FILED WITH STATE MATERIEL DIVISION PRIOR TO OPENING DATE AND TIME **OR** SUBMITTED WITH THIS PROPOSAL.
5. PROPOSALS MUST BE IN INK OR TYPEWRITTEN AND MANUALLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER TO BE VALID.
6. PAYMENT WILL BE ELECTRONICALLY TRANSFERRED IN ACCORDANCE WITH THE LEASE AGREEMENT.
7. EXCEPTIONS MUST BE CLEARLY STATED AND EXPLAINED.
8. FAX BIDS MAY BE ACCEPTED ON PROPOSALS WITH PRIOR APPROVAL.

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

REQUEST FOR PROPOSAL

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

SCOPE OF SERVICE

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 2,570 (+/-) SF office space in downtown Lincoln. Preference will be given to locations that are convenient to the Nebraska State Capital (1445 K St., Lincoln, NE 68508). It is the intent of the DAS-SBD to enter into a lease term of 10 yrs. with an option to extend for up to an additional two five-year renewal terms. The awarded bidder will provide a facility suitable for the Nebraska Environmental Trust.

Attendance is **mandatory** for all interested vendors at the pre-proposal meeting held at 1526 K St., 2nd Floor, Buffalo Conference Room, Lincoln, NE at 11:00 AM CT, Thursday, December 1, 2022. If interested, send an email of intent to bid to johnny.knoche@nebraska.gov.

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

Proposals must be identified as “RFP 65223033” on the front of a sealed envelope and must be received in the office of the DAS-SBD, Attn: 65223033, PO Box 98940, Lincoln NE 68509-8940, no later than 10:00 AM CT, Wednesday, December 21, 2022 at 1526 K Street, 2nd Floor, Buffalo 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 Friday, January 20, 2023.

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.

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

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

FIRM:

STREET:

SIGNATURE: _____

CITY, STATE, ZIP

DATE: PHONE NO:

EMAIL:

TYPED NAME & TITLE OF AUTHORIZED REP:

STANDARD CONDITIONS AND TERMS OF LEASING REAL PROPERTY SOLICITATION AND OFFER

SCOPE

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

COLLUSIVE BIDDING

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

SPECIFICATIONS

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

BID INFORMATION

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

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

A summary of an awarded proposal may be obtained in person or by an email request to the State Building Division. This request must identify the agency and proposal number.

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

AWARD

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

A resident bidder shall be allowed a preference against a nonresident bidder. Where the lowest responsible proposal from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

PERFORMANCE AND DEFAULT

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

NONDISCRIMINATION

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

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

EXECUTION

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

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

NEBRASKA

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DEPT. OF ADMINISTRATIVE SERVICES



DRUG FREE POLICY

To: POTENTIAL STATE VENDORS

This letter is to inform vendors of the State of Nebraska's Drug Free Workplace Policy. This policy is a term and condition of bidding and requires any contractor or vendor doing business with the State to provide assurance that they operate a drug free workplace.

To be in compliance with the policy, all vendors must submit a written Drug Free Workplace Policy with their bid proposal. Failure to comply with the Drug Free Workplace Policy may preclude vendors from being awarded State business. You may already have a drug/alcohol policy which you may submit with your proposal to meet this condition.

An example of an acceptable Drug Free Workplace Policy follows and included for your use only as a guideline. If you choose to base your policy on the sample provided, you may use any portion you feel applicable to meet the needs of your business. Your policy does not have to be lengthy; a single statement reflecting that your workplace is a drug free workplace is not acceptable. Your policy should include at a minimum: (1) that your company does not allow alcohol or drugs during work hours or at a worksite; (2) identify actions to be taken against an employee if your policy is not adhered to; and (3) that your employees have been informed of your policy.

If you are a parent company, please indicate if your policy applies to all branches of your company. Please be aware that the State is not requiring contractors or vendors to obtain a legal description of a policy or to provide training or rehabilitation services.

We welcome your participation in this positive effort against drug abuse!

EXAMPLE

DRUG FREE WORKPLACE POLICY

The State of Nebraska is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive work force. To this end, the State endorses the philosophy that the work place should be free from the detrimental effects of illicit drugs. To ensure worker safety and workplace integrity, the State of Nebraska prohibits the illegal manufacture, possession, distribution or use of controlled substances in the work place by its employees or those who engage or seek to engage in business with the State.

In an effort to bring about a 'Drug Free Nebraska' and to assure employees of a workplace free from illegal drugs and their effect, the State of Nebraska, through its administrative entities, will implement the following Drug Free Workplace Policy.

1. **SCOPE:** Applicable to all code agency employees.
2. **POLICY:** It is unlawful to illegally manufacture, distribute, dispense, possess or use a controlled substance in the workplace. The Department, therefore, establishes a drug free workplace policy for its employees.
3. **PROCEDURES:**
 - A. All employees and each new hire will receive a copy of this policy.
 - B. Each employee will receive a drug abuse awareness from which will state it is unlawful to manufacture, distribute, dispense, possess, or use a controlled substance in the workplace. Each employee will sign and date this statement certifying that he/she:
 1. Understands and will abide by the drug free workplace.
 2. Has knowledge of disciplinary actions which may be imposed for violations of the drug free workplace policy. The signed and dated statement will be forwarded to the employee's immediate Supervisor who will forward it to the individual in charge of personnel records. The signed and dated statement will be permanently maintained in the employee's personnel file.
 - C. All current employees will receive drug abuse awareness training. New hires will receive the training within the first six months of date of hire. This training shall include:
 1. A definition of drug abuse.
 2. Information on specific drugs and the effects of drug abuse.
 3. Dangers of drug abuse in the workplace.
 4. Availability of counseling and treatment of services.
 5. Disciplinary actions which may be imposed on employees for violations of this policy.
 - D. If an employee violates the drug free workplace policy, disciplinary action may be imposed according to established rules and regulations of the State Department of Personnel or applicable labor agreements.
 - E. If an employee is convicted of violating any criminal drug statute while on the workplace, he or she will be subject to discipline up to and including termination. Alternatively, the agency may require the employee to successfully finish a drug abuse program sponsored by an approved private or governmental institution.
 - F. An employee is required to report within five days, any criminal drug statute conviction occurring in the workplace to his immediate Supervisor. The Supervisor will immediately report such conviction to the Director of the agency.
 - G. If the department is a grantee of federal funds, the Department shall notify the Federal granting agency within ten days after receiving notice of an employee's drug statute conviction.

EXAMPLE

DRUG FREE WORKPLACE POLICY

I, _____, confirm that our company,
_____, has a Drug Free Workplace Policy which stipulates:

- That our company does not allow alcohol or drugs during work hours or at the work site;
- Corrective action will be taken against any employee who fails to follow our policy; and
- That our employees have been informed of this policy

If you are a parent company, please check on of the following:

_____ This policy applies to all branches of our company.

_____ This policy does **not** apply to all branches of our company.

Signature

Title

Date



Pete Ricketts, Governor

REQUEST FOR PROPOSAL #65223033
COPYRIGHT RELEASE

If awarded this contract, bidder hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to this response to Request for Proposal and any and all figures, illustrations, photographs, charts, and other supplementary material online pursuant to Neb. Rev. Stat. §84-602. This waiver does not apply any and all proprietary information properly submitted in a separate sealed package that is clearly marked "Proprietary."

Bidder represents and warrants that the content of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Bidder represents and warrants that he/she has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Bidder agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Bidder's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

Signature of Bidder or Bidder's Representative

Print name of Signator



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DEPT. OF ADMINISTRATIVE SERVICES



Pete Ricketts, Governor

REQUEST FOR PROPOSAL #65223033

NEBRASKA CONTRACTOR'S AFFIDAVIT

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will **not** be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT

Bidder hereby attests that bidder is a Nebraska contractor. "Nebraska contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

Signature of Bidder or Bidder's Representative

Print name of Signator



Declaration Concerning Conflict of Interest and Acknowledgement of Neb. Rev. Stat. 81-1108.56

Bidder Name _____

The purpose of this form is to give bidders an opportunity to disclose any individual or organizational conflicts of interest or potential for conflicts of interest that exist. Bidders are not required to explain the reason for the conflict, however it is helpful. A disclosure does not automatically result in the bidder being removed from consideration. Please read the descriptions below and mark the appropriate boxes that pertain to you and your organization for this Request for Proposal.

A conflict of interest occurs when any of the following conditions are present:

- 1) A bidder uses his/her status to obtain special advantage, benefit, or access to any individual on the evaluation team including their services, facilities, equipment, supplies, prestige, or influence.
- 2) A bidder receives or accepts money, or anything else of value, from any individual on the evaluation team.
- 3) A bidder is an employee of the State of Nebraska or is an immediate family member to any individual on the evaluation team.

I certify that I have read and understand the description of conflict of interest above and (check one of the following two boxes):

- Based on the descriptions above, I do not have any conflicts of interest
- Based on the descriptions above, I have an actual or potential conflict of interest, or the appearance of a conflict of interest, which I am listing immediately below.

Name/Relationship and/or Description of the Conflict of Interest:

Furthermore, bidder acknowledges that he/she has read the Neb. Rev. Stat. 81-1108.56 and will not engage in activities that creates, or may create, a violation of such law:

81-1108.56.

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

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

Acknowledged:

Bidder's Signature

Date



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.



Pete Ricketts, Governor

JANITORIAL PERFORMANCE REQUIREMENTS

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

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

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

WEEKLY CLEANING:

Shall include the following, unless otherwise indicated:

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

RESTROOMS and BREAK areas:

11. Empty all waste receptacles and change liners, as needed.
12. Clean and service all restroom dispensers.
13. Thoroughly clean all fixtures with a germicidal cleaner.
14. Thoroughly clean walls, doors, shelves and partitions with a germicidal cleaner.
15. Sweep and thoroughly wet mop all floor areas with a germicidal cleaner.
16. Clean kick plates, door knobs and switch plates including elevators.
17. Clean and buff all hard surface floors and refinish, as needed.
18. Thoroughly vacuum all carpeting, using upright beater brush and detail vacuums.

MONTHLY CLEANING:

1. Dust all venetian blinds.

QUARTERLY CLEANING:

1. Thoroughly wash all waste receptacles larger than desk size, as needed.
2. Shampoo carpeted corridors 3' or wider.

SEMI-ANNUAL SERVICES:

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

ANNUAL SERVICES:

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

PROOF OF COMPLIANCE:

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

Tenant Agency representative: Karl Elmshaeuser

Representative phone: 402-471-5409

Representative email address: karl.elmshaeuser@nebraska.gov



EVALUATION CRITERIA RFP #65223033

EVALUATION OF PROPOSALS

All responses to this RFP which fulfill all mandatory requirements shall be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

Shell Rental Rate	10%
Location	40%
Parking	5%
Safety/Security	5%
Layout	15%
Quality of interior	15%
Quality of Building Shell	10%
	=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.

All political subdivisions may follow the procurement principles set forth in this section if they are deemed

applicable by the official authorized to make purchases for such political subdivision.

Source: Laws 1992, LB 1241, ss

The SBD reserves the right to make site visits and/or inspections prior to awarding this lease. Proposals must include the name, address and telephone number of the person(s) necessary to arrange such site visits.

EVALUATION COMMITTEE

Proposals will be independently evaluated by the SBD points of contact and the Tenant Agency's authorized representative(s).

Prior to contract award, bidders are advised that only the points of contact indicated in the RFP can clarify issues or render any opinion regarding the RFP. No individual employee of the State or any other employee of the SBD or Tenant Agency is empowered to make binding statements regarding this RFP.

MANDATORY REQUIREMENTS

The bid proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Bidder's Proposal form, signed in ink;
2. Terms and Conditions form, signed in ink;
3. Cost Proposal for Tenant Improvements, if any;
4. Floor Plan to demonstrate an efficient layout:
 - A one-line floor plan (to-scale) with measurements depicting the proposed space;
 - Its location in the building, if a multi-tenant building;
 - Its ability to provide the necessary layout;
 - 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
 - Indicate the location of common area restrooms and entrances which meet ADAAG;
5. Future expansion options identified should Tenant Agency needs increase during any lease term, see Bidder's Proposal form;
6. 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;
7. Copy of a deed or other legal document showing proof of ownership, upon request, see Bidder's Proposal form; and
8. Drug-Free Workplace Policy, see Bidder's Proposal form.
9. Copyright Release, see Bidder's Proposal form.
10. Contractor Affidavit, see Bidder's Proposal form.
11. Conflict of Interest-Confidential Information-Third Party, see Bidder's Proposal form.

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).

REFERENCE CHECKS

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

Information to be requested and evaluated from references may include, but not limited to, some or all of the following: project description and background, job performed and overall performance rating. Only top scoring bidders may receive reference checks and negative references may eliminate top scoring bidders from consideration for award.

SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an award to comply with any statutory registration requirements pertaining to types of business entities (e.g., a foreign or domestic corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of an award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be completed within 24-hours of the lease contract award.

VIOLATION OF TERMS AND CONDITIONS

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

Rejection of a bidder's proposal; and

Suspension of the bidder from further bidding with the State for a period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State Building Division.