STATE OF IDAHO

DEPARTMENT OF ADMINISTRATION

STATE FACILITIES MANUAL

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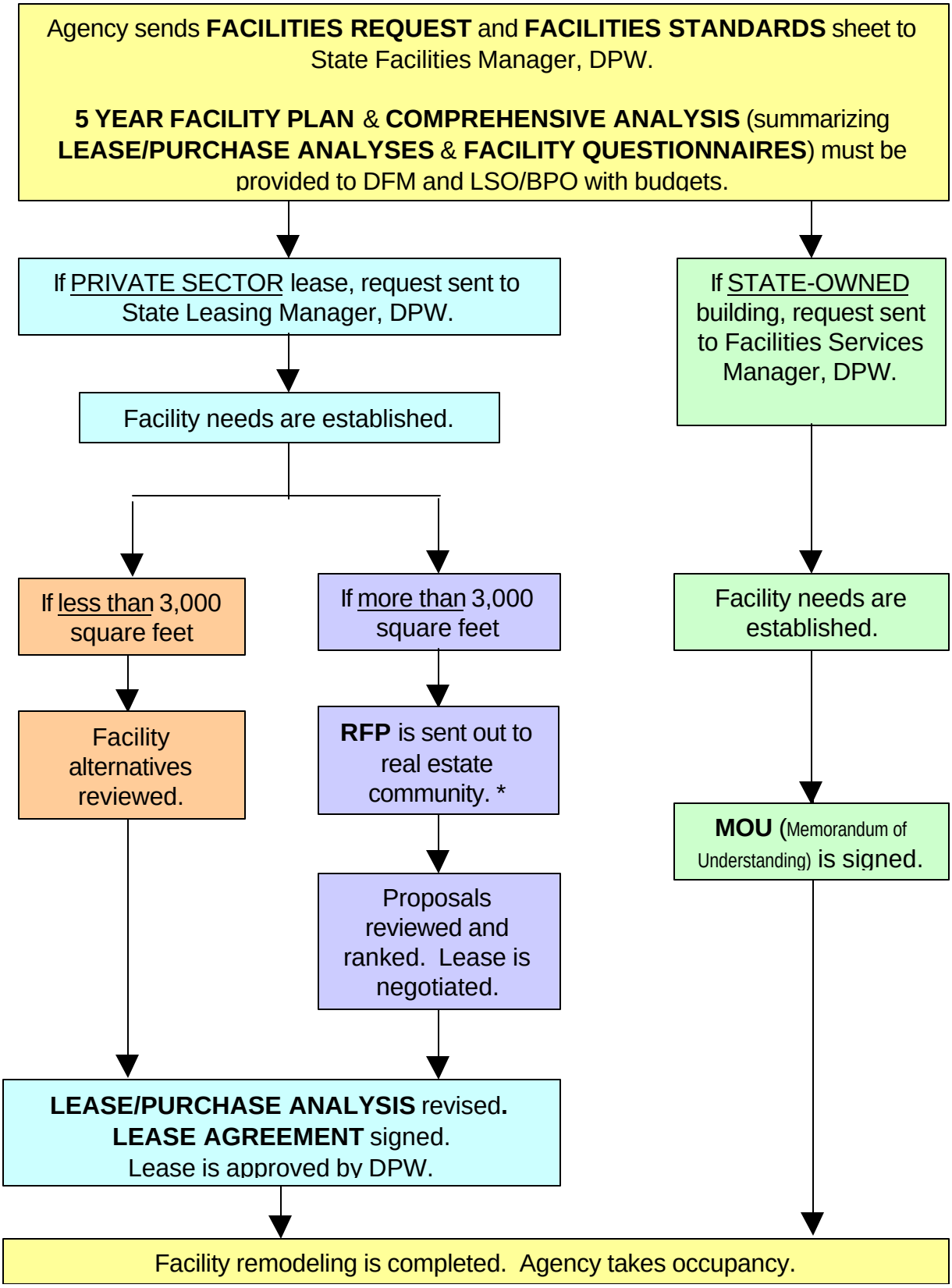
For ease of use, definitions are located in the back of the manual. All terms which are defined in the Definitions section are highlighted in bold. All State forms are located in the back of the manual as well. When they are referred to in the text, they are underlined.

A INTRODUCTION

Pursuant to Idaho Code 67-5708B, the State Facilities Manual has been published in order to assist agencies in the acquisition of functional and cost effective facilities, whether leased from private landlords or located within the various State-Owned Buildings located throughout Idaho. With legislative direction to develop a statewide facilities management plan, the department has clarified standards for building space utilization and established methods for the timely acquisition of space.

The State Facilities Manual also establishes facility use standards and provides a guide to occupying state-owned facilities. For the benefit of the private sector seeking to do business with the State, a brief discussion of the leasing process is described.

B PROCEDURES FOR FACILITY ACQUISITION



* RFP must be approved by Permanent Building Fund Advisory Council. Any anticipated additional costs associated with any proposed relocation must be reviewed by Division of Financial Management.

C FACILITY CONTACT LIST

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D FACILITY PLANNING

1 FIVE YEAR FACILITY PLAN

House Bill No. 486, which added a new section (67-5708B) to the Idaho Code, became effective on July 1, 2000. With this legislation, all state departments, agencies, and institutions (except for state institutions of higher education) are required to prepare a five (5) year **Facilities Needs Plan** [See Forms, page 48] and to report projected facility needs at their annual budget hearings. Unused, underused, or surplus building space must be reported to the Department of Administration. The format and guidelines for the Facilities Needs Plan are developed by the Department of Administration and sent to all state entities on an annual basis.

Since this plan will aid the State in projecting future space needs and in determining whether there is underutilized building space that might be put to better use, a copy of this Facilities Needs Plan must be provided to the Department of Administration no later than **September 1st of each year**. The Department of Administration will be consolidating all the information received and preparing a Statewide Facilities Needs Plan.

This Facilities Needs Plan represents the second report on facilities required to be furnished at annual budget hearings. Idaho Code 67-5708A requires agencies to perform a comprehensive analysis on all leased facilities. The comprehensive analysis will be addressed in the section of this manual entitled "Occupying Facilities Leased from the Private Sector" [see page 8].

E SURPLUS REAL ESTATE

1 IDAHO CODE 67-5709A

A new section (67-5709A) was added to the Idaho Code effective July 1, 2000. This legislation allows for the sale or transfer of state administrative facilities that have been determined to be either surplus or unsuitable for an agency's needs. If a property has been declared to be surplus, the Department of Administration has been charged with the responsibility of its disposition. The property will first be offered to state agencies for lease or sale. If no state agency expresses an interest in the property, the property shall be sold on the open market for the highest price possible. The net proceeds of the sale shall be deposited in the Permanent Building Fund for appropriation to either replace the facility sold, refurbish other facilities occupied by the agency or used for other State-Owned Buildings.

F OBTAINING SPACE

1 FACILITY USE STANDARDS

The Department of Administration, Division of Public Works (DPW), assists state agencies in obtaining functional and cost-effective facilities. Agencies, in conjunction with DPW, determine the size and type of facility needed by using the State **Facility Use Standards** [See Forms, page 43]. These Facility Use Standards have been established to ensure that state facilities will meet a consistent level of space utilization and efficiency. Facility Use Standards shall apply to all facilities being remodeled or newly constructed for occupancy by a state agency. Application of these standards to an existing facility where no major alterations are planned will be limited to the extent that they are feasible and economically practical.

The Facility Use Standards have allocated specified amounts of space to various work functions utilized in the day-to-day business activities of the State. The amounts of space are not entitlements but are the maximum amount of space allowed. Surveys have shown that the State of Idaho's standards are comparable to those in private industry and to those in other states:

FACILITY STANDARDS IN OTHER STATES (As of May 2000)					
Position	**California**	**Oregon**	**Washington***	**Nevada**	**Idaho**
Department Director	300	280	80	300	250
Division Administrator	200	210	80	200	200
Bureau Chiefs	150	150	80	170	144
Professional Staff	100-125	100	80	130	120
Clerical Staff	75	80	80	90	100
Average Usable Sq Ft	150	200	165		250

*Washington eliminated all job categories and simply allocates 200 sq ft per FTE which provides an 80 sq ft workstation, support space (reception area, copy rooms, etc.) of 50 sq ft and circulation space of 35 sq ft.

An "open office design" policy has been adopted as the State's standard design approach. This design reduces construction costs and leasing expense; increases heating and cooling efficiency; and, most importantly, lessens future remodeling costs. An open design can readily accommodate conventional office furniture (with or without movable partitions), office furniture systems, or a combination of both. The cost to build a private, enclosed office can be much more than the cost of building an open office area, purchasing a modular workstation and its related furniture. Adding workspaces in the future is readily accomplished with an open office design as compared to a conventional enclosed office design. State office furniture contracts, Correctional Industries or Federal Surplus may be able to provide viable office furnishing solutions at a reasonable price.

To the extent possible, all enclosed areas, such as offices and conference rooms, should be located in the center of an office space as opposed to against windowed exterior walls. This arrangement provides the maximum amount of natural light to all employees, better dissipates heat and cold from exterior walls and windows and can improve indoor air quality.

Agencies are required to make the most efficient use of their square footage. Space utilization has been under an increasing level of scrutiny by the State Legislature. Accordingly, any hard-walled offices for staff below the level of Bureau Chief will require written justification and will be handled on a case-by-case basis.

Agencies seeking to lease new or additional space should complete the **Facilities Request** [See Forms, page 42] and the Facilities Use Standards sheet and return them to the State Facilities Manager with DPW. Upon review of the request, if it is determined that the space should be located within a State-Owned Building, the request will be subsequently sent to Facilities Services. If it is determined that the space should be leased from the private sector, the request will be sent to the State Leasing Manager.

The Facilities Request is used to formally request the Department of Administration to acquire space for an agency. The agency is required to certify that the requested space is necessary and that all information is current and correct. The Facility Use Standards provides a mechanism for the agency to express its space needs and furnishes to DPW the necessary information to calculate the amount of space that will be required.

If it is believed by the agency seeking space that the facility standards will not meet the agency's needs, the agency must request an exception in writing to DPW, providing justification for any discrepancy. This justification can be brief, but it should address such issues as management responsibility, number of staff supervised, and other specific needs for additional space, privacy, security or confidentiality specific to the position. If DPW does not concur with the exception, further review may be required.

2 LOCATING FACILITY ALTERNATIVES

Facilities can be owned by an agency, leased from the private sector, sub-leased from another agency, or sub-leased from the Department of Administration (generally in a State-owned office building). In addition, from time to time, DPW may be aware of a facility leased by another agency that no longer meets their needs. It is naturally DPW's responsibility to attempt to fill this existing space before considering the leasing of new space.

The purchase of a facility can be achieved in several different fashions. A new building can be constructed for a single agency's use or for that of multiple agencies. An existing building can be acquired and remodeled to suit the State's needs. A building can be leased and then subsequently purchased at a predetermined point in time. An owner of a facility can provide an option to purchase, whereby the agency could make a final decision on purchasing the building several years in the future but at a price established at the time the agency took occupancy.

Leases can be structured in different ways as well. The State has a standard agreement which it uses on all leased facilities. The business points within a lease agreement can vary greatly, depending on the type of the building and the property owner. Lease terms generally range from one to five years. Any lease term over five years must be approved by the **Permanent Building Fund Advisory Council**. A lease can vary from a **full service lease**, where the **Lessor** (landlord) provides all utility and cleaning services to the agency, to **triple net** (or **NNN**), where the agency is responsible for all costs to operate and maintain the building. These costs would not only include utilities and janitorial costs but also the facility's expenses for real estate taxes, insurance and maintenance. It is generally preferable for an agency to lease facilities on a full service basis.

Facilities can be structured in a variety of ways to meet State needs. Numerous factors, ranging from locational issues to economic issues, need to be taken into account in order to be able to make a final recommendation. The following list identifies some of these factors.

- **Specialized needs of an agency.** Some agencies have facilities that can be difficult and expensive to move from one building to another. Examples could be recording studios or laboratories. Agencies which are expecting a great deal of growth may wish to seek buildings which can accommodate their expansion over the next ten (10) to twenty (20) years.

- **Difficulty in locating suitable facilities for a specific use or within a specific geographic location.** Some agencies can be more difficult to place in multi-tenanted buildings than others due to their use of the building or due to their client load. Some communities do not have a large amount of commercial facilities to provide any form of selection to the State. In these communities, the accessibility of the facility to the handicapped and other code issues may be significant issues.

- **Economic conditions of the real estate market.** If the costs of leasing a facility continue to escalate, ownership of facilities provides, at a bare minimum, the capability of the State to control increases in its facility costs.

- **Concentration of other state agencies within a given area.** A large number of state-owned facilities scattered sporadically throughout the State may create significant management issues.

3 COST FACTORS

A variety of cost factors should be considered when relocating a new facility. These factors can be related to the building and its location, to the agency itself, or to the lease agreement negotiated between the Lessor and the Lessee. Some of these factors are as follows:

- **Building and Location**
  - **Load factor** (percentage of **common area** in relation to actual area occupied);

- **Floor plates** (how much area is on each floor of a building);
- Energy efficiency;
- Whether the space will be new construction or an existing facility;
- Availability of parking and cost to agency;
- Items already available in building (computer wiring and servers, conference rooms, or alarm systems); and
- Adjacency of other state agencies so certain items can be shared (such as computer servers, conference rooms, or secured parking).

- **Lease Agreement**
  - Type of lease (can range from a **full service** to a **triple net** (or "**NNN**") lease;
  - Base rent;
  - Increases in rent over term of lease;
  - Services included in lease rate;
  - Tenant improvements furnished by Lessor;
  - Tenant improvements to be paid by agency; and
  - Lessor concessions (free rent, installation of data and phone wiring, etc.).

- **Agency Related**
  - Number of employees;
  - Type of facility and specialized needs (such as fireproofing, exhaust systems, security, etc.);
  - Type and number of clientele being served;
  - Type of equipment to be moved;
  - Timing; and
  - Type of phone and data equipment required.

4 PLANNING A NEW FACILITY

The planning of a new facility should be tailored to each agency's unique mission and can result in greater productivity, increased flexibility and higher employee satisfaction levels. Consideration should be made to numerous factors, including:

- How different units function within the agency and how to improve interaction between these different units;
- How a new facility can best help employees do their jobs effectively;
- How a new facility can support individual work yet allow interaction between staff members and other units;
- Whether increasing workflow interaction between other State or federal agencies would be beneficial;
- Whether access for public needs to be improved or reconfigured to limit access to certain areas;
- Whether certain employees are in the office less than 60% of the time and whether sharing of office space in these situations would be appropriate; and,
- Whether any methods can be employed to reduce the size of space required.
- Telephone and data wiring requirements.

Numerous solutions are available in the design of a facility which can reduce either the cost to complete the space or the amount of space required, including:

- Place phone and computer rooms in a central location. These rooms should not be accessible to the public and should be locked at all times. Only state employees or vendors working on the equipment should be allowed access to these areas. Building owners and their staff typically do not need access to phone and computer rooms. If access if required, they must be accompanied by an agency employee;
- Place restrooms and all rooms needing plumbing lines; such as breakrooms and wet bars in conference rooms, in one central location;
- Increase task lighting to improve employee efficiency;
- Combine forces with other state agencies to leverage size and benefit from the efficiency of a shared facility;
- Purchase power files to house large amounts of documents which need to be kept within the work area;
- Research paper storage alternatives, such as off-site storage or storage on electronic media;
- Question all storage needs. Broken or outdated equipment should be removed. Some items such as tires should never be stored in an office area;
- Plan for flexibility in office use for the future, using open office design and system furniture;
- Share conference rooms with other state agencies;
- Improve acoustics by looking at varied solutions such as sound panels, denser carpeting, white noise systems, etc.;
- Increase lighting by placing hard-walled offices and rooms in the center of the building, adding skylights, considering the solar orientation of the building, and by using windows in some of the higher wallpanels;
- Consider video-conferencing to keep in touch with outlying offices; and
- Develop areas where staff can reserve an office or share an office if staff is not in the office more than sixty percent of the time.

Other states have adopted various means of controlling their facility costs, including space standards and cost ceilings for leased space. It is anticipated that an awareness of facility standards, facility alternatives, and cost factors will provide a means to manage state facilities in a cost-effective manner.

G OCCUPYING FACILITIES LEASED FROM THE PRIVATE SECTOR

1 THE LEASING PROCESS

The Department of Administration, through DPW, assists state agencies in the acquisition of functional and cost effective facilities to meet the reasonable expectations of the agencies. DPW establishes and enforces facility standards. It works with state agencies to negotiate leases to keep facility costs within a competitive range. It recommends alternative approaches to meet facility needs and approves leases in accordance with established parameters, and requests approval on any exceptions to guidelines developed by the **Permanent Building Fund Advisory Council**.

a. Lease Approval

All leases, including renewals, expansions, and lease modifications, for state facilities must be negotiated and approved by the Department of Administration under Idaho Code Section 67-5708A.

b. General Standards for Leased Space

Facility Use Standards have been established to ensure maximum utilization of facilities. These Facility Use Standards determine the amount of area that should be occupied by state agencies. A variety of facility alternatives may be considered as a means to address facility needs, such as consolidating agencies within one building, providing centralized conference and meeting rooms, and providing off-site storage facilities. In addition, an open office design policy has been adopted as the State's standard design approach. All space requests will be reviewed judiciously with regard to location, cost, space requirements, and future growth assumptions.

Each agency should have one individual identified as its "Facility Coordinator." This person will work with DPW to determine the agency's needs for space and to coordinate any facility issues that arise in the future. The Facility Coordinator should make the initial contact with DPW's State Leasing Manager. The Facility Coordinator and the State Leasing Manager will meet with key agency personnel to determine specific requirements for leased space. These space requirements will be based upon the State Facility Use Standards (discussed previously, see page 3). Alternative facility options, such as the sharing of conference and training facilities or occupying state-owned space, will also be explored.

The State leases space at a competitive market rate on a full-service basis. The use of the **State Lease Agreement** [See Forms, page 50], which includes an annual funding appropriation clause as required by State law, is necessary. All buildings must conform to all existing local, State and federal codes, including accessibility requirements established by the **Americans with Disabilities Act (ADA**). The agency establishes its facility budget based on projected market rate information provided by DPW. There is no charge to the agency for these services.

c. Annual Analysis of Leases

Pursuant to Idaho Code Section 67-5708, the Department of Administration must establish a program to evaluate all facility leases in effect or to be entered into after January 1, 1999. A comprehensive analysis must be performed *annually* by each state agency on all of its leased facilities to determine the lowest responsible cost to the taxpayer for as long as the facilities are expected to be needed, or for forty (40) years, whichever is less. This analysis does not need to be prepared on any facilities that are leased in the State Office Buildings.

The comprehensive analysis must be presented by each agency at its respective budget hearings. This analysis shall address, at a minimum, an evaluation of the need for facilities, space utilization efficiency, long-term needs and objectives, and viable alternatives to meet facility needs. It must also consider the alternative of acquiring a facility through the Idaho State Building Authority or other funding sources. The comprehensive analysis has two components – a **Lease Purchase Model** [See Forms, page 44] and a **Facilities Questionnaire** [See Forms, page 45].

d. The Lease Purchase Model

The Lease Purchase Model can be retrieved from DPW's home page at http://www2.state.id.us/adm/pubworks/index.htm. It is an Excel Workbook and contains eight (8) worksheets. To access the model, click the "Public Works Leasing" tab, then click the "Lease Purchase Model" tab to retrieve the model. Information regarding the terms of a lease will need to be inserted on the first page of the Workbook, which is called "Assumptions." All calculations will be done automatically. Further information regarding the model can be obtained on DPW's home page under "Lease Purchase Instructions." If you have any questions about the model, please call the State Leasing Manager for DPW – many times the analysis can be completed right on the phone.

This model can also be used as a negotiating tool for agencies as it can help an agency know what alternative is most financially advantageous and the agency will be able to communicate that information to the landlord. Leases without a Lease Purchase Model and Facility Questionnaire will not be approved until the information is received. With the new legislative requirements for agencies to develop a five (5) year facility plan, it may be beneficial to indicate briefly how the lease fits within that plan.

The Facilities Questionnaire can also be retrieved from DPW's home page at http://www2.state.id.us/adm/pubworks/leasing/pwleasng.htm. It can be filled out by hand and faxed to DPW at (208) 334-4031 or returned via email.

e. Leasing Facilities

It is not advisable to seek leased space prior to discussing the need with your facility coordinator and DPW. Some properties may not comply with ADA requirements or the building code. Properties which do not provide adequate accommodations for the disabled

or which do not conform to local zoning requirements cannot be considered. The Lease Purchase Model may restrict selection as far as the lease rate. Additionally, the property owner may not be aware of State Facility Use Standards or other State leasing requirements.

In the private market, there is a divergence of owners' pricing structures and investment objectives. Accordingly, different rates quoted may not reflect all pricing issues. One rate might be **full-service** while another might be **triple net**. This could result in as much as a $5.50 per square foot price difference. One property may provide an allowance for tenant finish, while another will not. One property's lease rates may be based upon the **gross square footage** of the building, while another will be based upon the **usable square footage**. The State's negotiating position can be reduced if all issues are not encompassed during the leasing process. In general, DPW seeks to negotiate leases directly with the owner or the owner's agent in order to secure the best possible pricing for a leased facility.

An agency's Facility Coordinator should contact DPW with its request for space, using the Facility Use Standards Sheet to determine the square footage requirement. DPW's Leasing Manager may know of space available and offer some alternatives. The leasing process and the approval of the lease can be accommodated in a timely fashion if appropriate procedures are followed.

f. Leasing Facilities Over 3,000 Square Feet

A **Request For Proposal** (RFP) is issued by DPW for the leasing of facilities over three thousand square feet. The RFP will be developed by DPW on behalf of the agency seeking space. The RFP will be based upon the Facility Use Standards discussed previously, together with the agency's specific space needs. If the proposed new space will represent an expansion of the size of the facility, the agency will need to demonstrate the need for the expansion and how the facility fits into the agency's five (5) year facility plan. A preliminary range of lease rates shall subsequently be furnished to the agency by DPW for budgeting purposes.

DPW will contact the real estate and development community in the targeted area and post the RFP on the DPW home page after the RFP has been reviewed and approved by the agency. If the agency knows anyone who may be interested in providing space to the State, that person can readily be contacted. Copies of the RFP will be given to the agency and to the city and county officials in the area where the request is made. The RFP will have a deadline which can be anywhere from three to six weeks, depending on market conditions and the complexity of the proposal. Proposals received after the closing date will not be considered until and unless all other proposals are disqualified.

Before the proposals are opened, the agency must complete an **RFP Rating Factors** sheet [See Forms, page 47] and return it to DPW. DPW must also have on file a letter from the Director of the agency indicating a desire to enter into the RFP process and an awareness of the financial implications of the RFP, utilizing the preliminary estimates previously provided by

DPW. A copy of this letter will be sent to the agency's respective budget analyst in the Division of Financial Management.

Proposals will initially be reviewed by DPW's State Leasing Manager for completeness. The Leasing Manager will then meet with the agency to review the proposal. Proposals are ranked by criteria developed by the agency and in accordance with standards established by DPW. A **Lease Proposal Ranking Sheet** [See Forms, page 46] is used to evaluate different properties to ensure that a competitive and impartial bidding process has been undertaken. If the agency is not familiar with the properties, the agency may visit the top properties. All information in the proposals must remain confidential until a lease is signed. Properties which do not provide adequate accommodations for the disabled or which do not conform to local zoning requirements will be disqualified from consideration. If the top ranked proposal meets the needs of the agency, negotiations take place with the Lessor. If no acceptable proposals are received, DPW, in conjunction with the agency, will search for alternative sites. The leasing process may take as little as one month or up to one year, depending on the complexity of the space need.

The State reserves the right to disqualify all proposals and take the necessary action to obtain suitable facilities. **If no acceptable proposals** are received, DPW will work with city, county and business leaders to resolve the agency's facility needs.

g. Preparation of the Lease Agreement

After negotiations with the Lessor have been completed, the Lease Agreement will be prepared by DPW and copies sent out to the agency for review. DPW requires the use of its standard lease form. Leases can vary in length from one (1) to five (5) years, depending on the agency's needs and economic factors. Leases over five years require special approval from the **Permanent Building Fund Advisory Council**. Business terms within the lease are negotiable, but the standard language in the lease document cannot be amended.

As indicated above, DPW will prepare all leases for all agencies. A **Lease Information** sheet [See Forms, page 64] has been developed to assist you. In addition, DPW has developed a wide variety of special lease provisions in order to protect the State's interests. Some of these provisions include:

- First right of refusal on adjacent space (provides agency with ability to expand in the future);
- Costs of construction to be paid by agency (if agency is reimbursing Lessor for the costs of construction and costs are to be paid either on a lump sum basis or **amortized** (financed) over term of the lease);
- **Consumer Price Index** escalations during term of lease;
- Rent escalation due to increases in real estate taxes, operating expenses, or utilities;
- Specifications for tenant finish;
- Options to renew lease;
- Rent escalation at set amounts during term of lease;
- Right to purchase at an appraised value; and

- Right to purchase at a specified price.

h. Execution of the Lease Agreement

The lease is to be signed and notarized, first by the Lessor and then by the agency. Leases must be signed by an individual who is authorized to commit agency funds and to bind the agency. Typically, leases are signed by the agency director.

After signing, all three (3) copies of the lease should be sent to DPW for approval, accompanied with the Lease Purchase Model and the Facilities Questionnaire. The Lease Agreement is not a binding agreement until all signatures have been obtained. Until the Lease Agreement is signed and approved, agencies should not move into the facility. After the lease is approved, DPW will return one (1) copy of the lease to the Lessee and one (1) copy to the Lessor.

i. Construction of Tenant Improvements

Leases requiring construction or remodeling will be contingent on having a full set of plans and specifications designed by an architect licensed in the State of Idaho, and approved by the agency, the **Division of Building Safety** and the **Permanent Building Fund Advisory Council**. An architect may take from three (3) weeks to several months to complete the plans, depending on the complexity of the project. The final set of plans should be reviewed thoroughly by the agency to assure that it is obtaining the facility and amenities it envisioned. The building owner will be required to have the property properly zoned and to obtain all building permits and approvals. Construction may take from three to ten months, depending on the builder, complexity of the building, site work required, weather and any unforeseen conditions.

Changes after construction has begun can result in significant time delays and unanticipated costs to the agency. Any changes to plans and specifications must be detailed in writing, typically in the form of a **Construction Change Order**. Any change orders requested by the Lessor should have the prior written approval of the agency and should be done at the cost of the Lessor. If the agency wants any change to the plans and specifications after construction has begun, it can result in additional costs to the agency and may delay occupancy. All costs and terms of payment must be documented prior to commencement of any changes in construction and must be approved by the agency's facility coordinator. These additional costs can be paid by the agency in a lump sum or they can be amortized over the period of the lease. Detail concerning any change orders must be sent to DPW's Leasing Manager so that lease amendments may be prepared. In addition, all tenant improvement costs paid by an agency must be included in the Lease/Purchase Model. If these costs arose after the Lease/Purchase Model was completed, a revised analysis must be done.

j. Moving

Toward the end of the construction process, the agency should plan its move. The Lease commencement date may have changed due to construction timing. If this is the case, the Lease will start upon the actual date of occupancy of the facility. The actual lease commencement date should always be documented in writing because it will determine when the lease expires and when rent escalations, if any, take effect.

Once the construction or remodel is finished, **DO NOT** move in until the Lessor has provided a copy of the **Occupancy Permit** (also known as a Certificate of Occupancy). This is generally issued by the local building authority. This permit indicates that the Lessor has obtained all necessary approvals, and that the building has been inspected and is ready to occupy. Please send a copy of the permit to DPW's Leasing Manager. The agency must also inspect the premises before occupancy to identify anything that may not be as agreed, is incomplete or is damaged. **This is a requirement under the terms of the Lease Agreement.** Note any items needing attention and the general condition of the building.

A list of all items requiring further attention from the Lessor should be completed and delivered to the Lessor immediately. It is very important that this be in writing and is commonly called a **Punch List**. Request from the Lessor a schedule of when each item will be completed. Depending on the severity of the items needing attention, the agency may elect not to occupy until all the work is complete. Please bear in mind that it can be difficult to persuade a Lessor to do some minor work in a facility after the agency has moved in, especially if the rent has been paid in advance for a year.

***NOTE:** Your agency may have a Facilities Management group that does many of these items. If so, you should contact your Facilities Management group if you have questions.

Moving is a job for professional movers. State employees are generally not expected to move office furnishings. The State is not responsible for moving personal items belonging to the staff. The staff will be required to box up personal items. The success of a move depends on the preliminary planning and scheduling of each phase of the move. The agency should designate one (1) of its staff to be a "Moving Coordinator" as soon as the decision to move is made. If the moving cost is over $5,000, a formal bid is required. A minimum of eight week's lead-time is required for many of these items. If there is any question about the exact date the property will be ready, let all the involved parties know. If occupancy will be delayed, the Moving Coordinator should revise all schedules and notify all appropriate parties.

k. Moving Tasks and Contacts

A Minimum Of Eight (8) Weeks Before The Move	
Phones & Wiring:	Contact Telephone Services as soon as new facility is identified @ (208) 332-1845.
Computers & Wiring:	Contact Network Services as soon as new facility is identified @ (208) 332-1853.
Moving Company:	Contact Purchasing @ (208) 327-7465 for Moving Contract, Correctional Industries (208) 334-5310, or use bid process for a Moving Contract. Coordinate move w/ Moving Company, agree on moving procedures & notify of any equipment requiring special handling or disassembly.
Clients:	Notify with signs or change of address cards. Reschedule hearings or large meetings.
Vendors:	Notify with signs or change of address cards.
Leased Equipment:	Arrange for move of leased equipment by owner (sometimes applies to copy machines).
Stationary:	Order new stationary with new address (verify new suite number with new Lessor).
Publications:	Send in change of address.
Special Equipment:	May need to arrange for disassembly and reassembly of special equipment.
Furniture:	Order new furniture, if any, and arrange for it to be delivered to new facility.
Current Lessor:	Notify Lessor of your targeted date to vacate the Premises.
New Lessor:	Check on tenant finish and targeted completion date.
Off-site Storage:	Make arrangements for storage of old records and equipment not needed in office area.
Two (2) to Four (4) Weeks Before The Move	
Phones & Wiring:	Confirm moving date with Telephone Services (208) 332-1845.
Computers & Wiring:	Confirm moving date with Network Services (208) 332-1853.
Moving Company:	Confirm moving date with mover.
Utilities:	If not provided by Lessor, make arrangements to have turned on prior to move-in date.
Current Lessor:	Confirm moving date and schedule elevators and loading docks with management company.
New Lessor:	Confirm moving date and schedule elevators and loading docks with management company.
Staff:	Appoint office representatives for inter-agency contacts, assign responsibilities, & begin purging inactive files. Arrange to store old records & equipment not needed in office area.
One (1) to Two (2) Weeks Before The Move	
Mail Service:	File change of address. For Boise metro area, coordinate with State Postal Services, (208) 332-1950. If outside of Boise metro area, file change of address w/ the U.S. Postal Service.
Staff:	Pack personal office supplies and active material.
Moving Company:	Have moving boxes and packing material delivered.
Computers	Update State Home page and electronic directory as needed.
The Week Of The Move	
Old & New Lessor:	If secure building, issue passes to moving personnel.
New Facility:	Inspect to make sure all work has been completed. Obtain copy of the Certificate of Occupancy and send to DPW. List any items that need to be completed and establish a firm timetable for completion. If Premises are not acceptable, call DPW immediately!
Staff:	Issue keys to new building & retrieve old keys. Remove valuables & personal property.
Old Lessor:	Schedule final walk-thru, arrange for final cleaning, repairs, or maintenance and for return of security deposit. MAKE SURE ALL STATE PROPERTY IS REMOVED FROM THE PREMISES. Rent accrues until all property is removed. Return all keys & remote controls.
Utilities:	Make sure utilities for old facility are no longer in agency name.

After The Move	
Moving Company:	Make a list of items needing repair or replacement.
Lease Agreement:	Notify DPW that you have occupied so firm lease commencement date is established.
Lease Management:	Send DPW any proposed changes to the lease & copies of any billings during the term of the agreement (such as annual CPI escalations, operating expense adjustments, etc.).

2 OCCUPYING A LEASED FACILITY

a. Lessor's Rules for the Building

In many leased facilities, the Lessor will adopt Rules and Regulations for the building. These usually apply to such items as parking, noise, odors, and other building management issues. Rules and Regulations are generally enforced on a uniform basis, and are designed to benefit all occupants of the facility. It is beneficial to have these Rules and Regulations posted for the agency employees to avoid misunderstandings.

Leasing a facility places a certain level of responsibility on the agency to take care of the facility and to supervise its employees and invitees. Many employee-conduct issues are covered within each agency's personnel procedures, however, Executive Order 2000-01 requires that all State leased facilities be designated as "non-smoking".

b. Problems with the Lessor

Agencies should be familiar with the Lease Agreement and the services that the Lessor is required to provide. If the level of services specified in the Lease Agreement are not being provided, ask the Lessor to provide them. If the Lessor does not respond quickly, begin detailing on a daily basis the problems and what action, if any, taken by the Lessor to correct them. It is beneficial to document any issues in writing to the Lessor. If you continue to be dissatisfied and receive no appropriate response from the Lessor, contact your Facility Coordinator or DPW. DPW will contact the Lessor and request the Lessor provide the services required under the Lease Agreement. In most cases, the Lessor will be willing to work with the agency to avoid any misunderstandings.

c. Alterations

The Lease Agreement provides that neither the agency nor the Lessor may "make any alterations, additions or improvements...without the written consent of the other." Alterations can vary from a re-painting to a major remodeling project. Any major alterations that would require a building permit, should be approved by the Division of Building Safety prior to construction being started.

If alterations to a leased facility are being planned, the written consent of the Lessor must always be obtained before any work begins. This may be done in the form of a letter or an amendment to the Lease. Please call DPW if you are considering having alterations done to the facility, aside from re-painting or minor re-decorating. If the work is being done by the Lessor at the Lessor's expense, the agency would want assurances that the staff and the equipment in the building are protected and the work will be completed in a timely fashion.

It is highly recommended that the agency not take on the responsibility of the alteration, but have it done by the Lessor. Generally, a property owner prefers to have the work done by his own staff. If an agency is contemplating having the work done by a contractor not affiliated

with the Lessor and has obtained the approval of the Lessor, please call DPW before any agreements are signed.

If the agency is paying for alterations or remodeling on a leased facility, these costs must be taken into account in the Lease Purchase Model since they are costs of occupancy. If this analysis has already been completed, it will need to be revised. The cost of the alterations or remodeling would be shown on a per square foot basis and would apply if the cost is being paid up front or is being amortized over the term of the lease. Several examples follow:

Leased Area	Base Lease Rate	Tenant Improve-ment Cost	Balance of Lease Term Remaining	Tenant Improve-ment Cost/Sq Ft (Per Year)	Total Occupancy Cost
Example One: Cost of Tenant Improvements Paid on a Lump Sum Basis					
2000 Sq Ft	$13.50/Sq Ft	$12,500	3 Yrs.	$ 2.08 (Calculated by Dividing the Tenant Improve-ment Cost by the Sq Ft by the Number of Yrs Left on the Lease.)	$ 15.58 (Calculated by Adding Base Lease Rate to Tenant Improve-ment Cost/Sq Ft.)
Example Two: Cost of Tenant Improvements Amortized (Financed) Over the Term of the Lease or Over a Certain Period of Time					
2000 Sq Ft	$13.50/Sq Ft	Pd @ 200/mo	4 Yrs.	$ 1.20 (Calculated by Multiplying the Monthly Tenant Improvement Cost Times 12, then Dividing by the Sq Ft.)	$ 14.70 (Calculated by Adding Base Lease Rate to Tenant Improve-ment Cost/Sq Ft.)

d. Security

The best time to consider having alterations performed on a leased facility is at the time the lease is nearing its expiration. Rather than facing the prospect of having to re-lease the space to another tenant, the Lessor may consider performing the alterations at his own cost. This is also the time to ask for re-painting, new carpet, or additional parking.

Each agency's Facilities Coordinator should control the distribution of keys and card keys to facilities. A minimum of master keys should be distributed. Most State employees (except facility maintenance staff) should be given single use keys. Mechanical and computer rooms should be kept locked to control access. For security reasons, any lost or stolen keys must be reported immediately to the State Security Manager and to the Lessor.

Additional information on security issues may be found on Facility Services Website at http://www2.state.id.us/adm.pubworks/facservices.emergency.htm. Any additional security concerns or questions should be addressed to the State Security Manager.

e. Billings and Rent Escalations from the Lessor

The Lessor is required to send the agency an invoice for the rent. Upon receipt, the rent bill is sent to the State Controller's office for payment. Many agencies have the ability to pay the rent annually in advance. This provides a benefit to the Lessor as it can offset some of his initial expenses and the Lessor does not need to send out monthly rental invoices. As such, it is typical to request a prepayment discount which can range from three to seven percent.

Some leases have escalation provisions. Any rent increase should be verified by comparing the rent invoice to the lease agreement. While many rent increases are stated in the lease, some increases are based upon variables such as the **Consumer Price Index** or an increase in operating expenses. A Consumer Price Index increase can be verified by checking the lease to establish that the right indexes are being used, reviewing the calculations and by looking at the U.S. Bureau of Labor Statistics Website at http://www.bls.gov/cpihome.htm.

Some leases will have escalations based upon the facility's operating expenses. Facility expenses could include real estate taxes, insurance or various other operating expenses, such as **common area maintenance**, utilities, janitorial service, lawn maintenance, etc. Escalations can be determined by *increases* in operating expenses. These are frequently called **Operating Expense Stops.** Other escalations can provide that the entire amount of the expense be billed to the agency. These escalations are frequently called **Operating Expense Pass-Throughs.** A **triple net (NNN)** lease will pass through all expenses of the property, except for the owner's debt service costs.

There is no universal escalation provision, nor any standard definition of what is considered an operating expense for escalation purposes. Some escalation provisions will **cap** (limit) the amount of increase to be billed to an agency to a certain percentage per year. Escalation provisions can be difficult to understand and can vary from building to building and owner to owner. Whenever a billing for operating expenses is received, it should be reviewed In order to do so, the lease, all amendments made to the lease and all previous billings should be readily available for review. A mini-work-sheet is provided on the following page to check these types of billings. If there are any questions, please call DPW.

Other leases may have rent escalations which spell out pre-determined rental amounts at certain intervals during the term of the lease. This is frequently called a step rate lease. This type of lease can be advantageous to an agency because it knows in advance how much the rent will increase during the time the lease is in force.

f. Verification Of Operating Expense Billings

OPERATING EXPENSE CALCULATOR					*To Verify Amount Billed:*
Increase Over Base Yr:	Base Yr Bill:		%Leased:		Current Yr Bill – Base Yr Tax Bill x Percent Leased = Amount Billed.
	Current Yr Bill:		Amount Billed:		
Increase Over Base Amount	Base Yr Amount:		% Leased:		Current Amount – Base Yr Amount x Percent Leased = Amount Billed.
	Current Amount:		Amount Billed:		
Entire Amount	Current Yr Bill:		% Leased:		Current Yr Bill x Percent Leased = Amount Billed
			Amount Billed:		

VERIFY FOR ALL BILLINGS (TAX, INSURANCE & OPERATING):	Checked
If paying on an estimated basis, has a reconciliation of previous bills been received?	
If vacating this yr, has the billing been adjusted to reflect only a partial yr's occupancy?	
Is percentage leased correct? Verify with Lease Agreement and any amendments to the lease. If expanded leased area, is billing adjusted for smaller space and then increased for larger space when took occupancy of the larger area?	
Was bill received within the time frame called for in the lease?	
Are there any **caps** on the amount of increase? Are the **caps** annual or cumulative?	
Are any late fees or penalties included in the billing from the Lessor? The State should not be responsible for these fees or penalties.	
Have any additions been made to the property? Has a pad site been developed and is it separately assessed, insured, or lighted? Is the size of the leased area correct?	

REAL ESTATE TAXES	***Tax Billing to be paid: ☐ Monthly ☐ Upon receipt of billing***
Billing based on: ☐ Increase Over Base Year, ☐ Increase Over Base Amount, ☐ Entire Amount of Bill	
<u>Additional Items to Verify</u> (Lessor should include a copy of the tax bills w/ statement)	Checked
Base Year Tax Bill (or Base Year Amount) should reflect a fully assessed property (i.e., tax bill should show a billing for both land and improvements.)	
If bill appears to be very high, the following items may be useful:	
Obtain copy of paid receipt from Lessor. Does it match billing? ☐	
Does the tax bill include any special assessments? Usually excluded from tax billing. ☐	
Were taxes protested? ☐ Were the taxes reduced? ☐ What was the cost to reduce the taxes? ☐	

INSURANCE	***Insurance Billing to be paid: ☐ Monthly ☐ Upon receipt of billing.***
Billing based on: ☐ Increase Over Base Year, ☐ Increase Over Base Amount, ☐ Entire Amount of Bill	
If bill appears to be very high, the following items may be useful:	
Obtain copy of paid receipt from Lessor. Does it match billing? ☐	
Obtain schedule of coverage. Does policy cover more than one property? ☐	
Has the insurance increased because of one tenant's use that has a higher risk rating? ☐Were there any claims last year? ☐	

OPERATING EXPENSES	***Billing to be paid: ☐ Monthly ☐ Upon receipt of billing.***					
Billing based on: ☐ Increase Over Base Year, ☐ Increase Over Base Amount, ☐ Entire Amount of Bill						
Types of Expenses To Be Billed:	☐Electricity	☐Sewer	☐Water	☐Lawn Irrigation	☐Trash	☐Capital Expenditures
	☐Snow Removal	☐Bldg Maint	☐HVAC Maint	☐Property Mgmt Fee	☐Assoc Fee	☐Common Area Maint
	☐Lawn Maint	☐Parking Lot	☐Gas	☐Janitorial	☐Other:	☐Other:
If bill appears to be very high, the following items may be useful:						
Are any utilities specifically attributable to one tenant's operation? ☐ Has the timing for exterior lighting increased to 24 hours due to the request of one tenant? ☐						
Do any tenants use an extensive amount of water or sewer in their operation (bakeries, photo processing, etc.?) Are these tenants separately metered or sub-metered? ☐						
Was base year amount established when building was being leased up and was not 100% occupied? ☐						

g. Lease Amendments or Changes to a Lease Agreement

Any leasing issue that could require an amendment to the Lease Agreement must be referred to the State Leasing Manager with DPW. Alterations to a leased space or adding to the leased space are typical amendments. A lease amendment could also include such items as the change of ownership of the building, a change in the services provided by the Lessor, or an **estoppel agreement**. The State generally does not sign estoppel agreements - please refer all estoppel agreements to DPW. The State Board of Examiners must approve any **Assignment of Lease** from one owner to another. The Board meets on a monthly basis. Since timing issues may be critical, it is essential that we be provided advance notice of any such impending change. If there is any doubt, please call DPW.

h. Expiration Date of the Lease

DPW sends out notification letters about upcoming lease expirations. If the agency would like to remain in the facility, the Lessor should be notified accordingly and queried as to projected renewal terms. DPW will assist in reviewing offers received from Lessors.

In some instances, DPW can negotiate a more advantageous lease rate for the agency because the Lessor may lease to five other State agencies. If you cannot reach an acceptable renewal agreement with the Lessor, **contact DPW as soon as possible!**

Renewals of leases with minimal or no increases are preferable. At this time, DPW is trying to stay below a three percent per year increase in lease rates. If the former lease contains an **operating expense provision**, the **base year** will need to be changed to the current year. Aside from the base lease rate, other items should be negotiated as well. It may be that "housekeeping" items, such as re-painting, carpet cleaning or replacement, should be discussed with the Lessor. Any chronic problems, such as leaking roofs, plumbing problems or heating or cooling issues should be discussed as well.

Any Lease Agreements executed prior to March 1999 will require the preparation of a new lease document. All new leases must be on the newest version of the State lease, which was revised in March 1999. Upon agreement of the terms for renewal, a new lease agreement will be completed by DPW. Three (3) originals will be made and signed. One will be for the owner, one will be for the agency and one will be for DPW.

3 VACATING A LEASED FACILITY

a. Timing Issues

If the ending date of the Lease is approaching and the facility no longer meets the agency's needs, contact DPW and the leasing process will start again. DPW should have a minimum of three months lead-time for all leases. However, if facility needs are over five thousand square feet or if the needs are highly specialized, this process should be started at least one year before the end of the lease. If facility needs are over three thousand square feet, a

Request For Proposal [see previous section, page 8] will need to be distributed to the real estate community.

Some leases, albeit very few, may contain a holdover provision that provides for an increase in rent if an agency stays past the expiration date of the lease. In other cases, the Lessor can increase the rent after the lease expires by providing a thirty-day written notice to that effect. Since holdover provisions and rent increases could decimate even the most carefully planned budget, an ample amount of time should be provided to the search for a new facility.

Written notice of an intent to vacate the facility must be provided to the Lessor. Please double-check the Lease Agreement and any amendments made to the agreement and supply the Lessor with the required amount of notice. Typically, a minimum of thirty to sixty days' notice is required.

b. Returning the Facility to the Lessor

It is usually wise to inspect the facility with the Lessor prior to vacating the property. This inspection can determine what items may be considered by the Lessor to be damages. The Lessor may also believe that certain items the agency had planned to take to its new facility should remain in the building. The Lease Agreement provides that the Lessee has the right to remove **Trade Fixtures** upon lease expiration, provided that any damages resulting from the removal of the trade fixtures is repaired by the Lessee. At this time, scheduling the use of items such as freight elevators or loading docks should also be discussed. In addition, request the Lessor's permission to leave a notice on the door for a period of thirty to sixty days, indicating the address of the new facility,.

At the time the facility is vacated, care must be taken to not damage the facility. Any damages caused by the moving company should especially be noted. Arrangements should be made with the Lessor for the repair of any damages. If the agency has been responsible for the cleaning of the facility, a thorough cleaning should be scheduled. The agency should remove everything from the property. Take the trash out of the leased area and dispose of it properly. Please bear in mind that until all items belonging to the agency are removed from the property, the rent can continue to accrue.

When any damages have been repaired and the facility cleaned, return all keys, including mailbox and other miscellaneous keys, to the Lessor. If the agency was paying for utilities in the facility, arrange to have them taken out of the State's name. Verify with either the Facility Coordinator or DPW as to whether a security deposit was paid at the time the lease was signed. If so, request a refund of the security deposit from the Lessor.

H OCCUPYING A STATE-OWNED BUILDING

1 FACILITIES SERVICES

Facilities Services provides cost effective, safe, clean, and well maintained State office buildings and grounds. DPW, through Facilities Services, is charged by statute with the responsibility of managing all State-controlled, multi-agency facilities in the State.

67-1601-1612 Capitol Building and Grounds,
67-5704 Advance Payments and Inter-Account Transactions
67-5705 Allocation of Office Space,
67-5708 Leasing of Office Space for State Use; Management of State Capitol Mall,
67-5709 Management of State Office Space,
67-6404 Declaration of Policy,
67-6408 General Powers of the Authority, and
67-6409 Procedure Prior to Financing Building Development or Building Projects.

Facilities Services is charged with the responsibility for the maintenance and operation of the following buildings:

Building	Address	Major Tenants
Ada County		
Statehouse Bldg	State Capitol	Elected Officials, Legislature, Attorney General
J. R. Williams Bldg	700 W State St	Commerce, State Controller, Human Resources, Insurance Dept
Len B. Jordan Bldg	650 W State St	Administration, Education & Public Instruction
Parking Structure&Central Utilities	550 W State St	State Postal & Copy Center
Public Works Bldg	502 N 4th St	Public Works
P. T. Cenarrusa (Towers) Bldg	450 W State St	Health & Welfare
State Insurance Fund Bldg	1215 W State St	Insurance Fund
Alexander House	304 W State St	To Be Determined
State Library	450 N 4th St	Archives & Library
State Supreme Court	451 W State St	Judicial Dept.
Assay Office	210 W Main St	Historical Preservation
Industrial Admin Bldg & Annex	317 N Main St	Labor & Industrial Commission
954 Jefferson Building	954 W Jefferson St	Lands & Juvenile Corrections
Former Ada County Courthouse[1]	514 W Jefferson St	To Be Determined
West Washington	590 W Washington	Emergency Medical Services
Nez Perce County		
Lewiston State Office Bldg	1118 “F” St	Environmental Quality & Health & Welfare
Bonneville County		
Idaho Falls State Office Bldg	150 W Shoup St	Labor, Health & Welfare & Tax Commission

[1] Maintenance and Operations of this facility will commence as soon as Ada County occupies its new facility.

2 LEASE AGREEMENTS

a. Memoranda of Understanding (MOU

The Department of Administration is the contracting agent for multi-agency facilities owned by the State. As such, the Department of Administration enters into **Memoranda of Understanding (MOU)** with the various state agencies who sublease facilities in State Office Buildings. These MOU's include a floor plan and set forth the timing of rental payments, the amount of square feet occupied and the applicable space charges. MOU's are renewed on an annual basis, beginning July 1 of each fiscal year.

b. Billings

Payments are made through the inter-agency accounting process and are set up on the basis of agency departments as prescribed by the Office of the State Controller. Agencies are typically billed on the basis of occupied square footage, as established by Facilities Services. Calculations are made on the basis of interior wall dimensions. When billings for space charges are made, common areas are apportioned to all agencies throughout the State office building system. The Department of Administration prepares all DA-18's for interagency accounting based on the amount of square footage assigned. Billings are generally prepared on a bi-annual basis, are payable in advance, and cover the periods from January 1 to June 30 and July 1 to December 31. The billing rates are based on the type of property leased, some of which can be office space, warehouse space, storage space or basement space. Billing rates are adjusted annually. Please contact Facilities Services with any questions about billing or square footage calculations,.

3 SPACE MANAGEMENT

a. Agency Facility Coordinator

Each agency should have one (1) individual identified as their "Facility Coordinator". This person will work with Facilities Services to determine the agency's needs for space and to coordinate any facility issues that may arise in the future. This could include matters such as maintenance, remodeling, renovations, repairs, and other building-related concerns. The Facility Coordinator should have the authority to commit the agency funding, as well as define agency needs related to building usage.

b. Determining Space Needs

The Facility Coordinator and Facilities Services will meet with key personnel from the agency to determine specific requirements for leased space. Facility Use Standards developed by the Department of Administration will be followed in determining size of space and office configuration.

Because of building design, life safety codes and the sophistication of the support facilities, changes within a building cannot be done in a haphazard manner. As such, specific

standards for safety, comfort and efficiency must of be applied in the process planning and allocation of space. In addition, all space planning must be coordinated with the mechanical and electrical systems for each particular facility. Facilities Services will meet with agencies seeking space, discuss their specific needs and assist in the development of a space plan to best utilize existing space and to fulfill their space requirements.

c. Existing Space Occupied

Facility Services shall maintain accurate floor plans showing each occupying agency's office floor plan. Please contact Facilities Services at 332-1933 to see these plans.

d. Vacating a State Office Building

It is the responsibility of Facility Services to maintain State Office Buildings at an optimum level of occupancy. Agencies occupying these buildings cannot vacate these facilities without Facility Services' approval. This approval may require that the space be pre-leased to another agency.

The State Office Buildings provide an enormous economic advantage to agencies. The lease rate is well below that which can be found in the private sector. Historically, rent increases have been minimal. Building amenities, such as conference rooms and storage areas, are generally available at a nominal cost. In addition, agencies in State Office Buildings are typically billed for **usable space** while the private sector leases space on **net rentable area**. This factor alone can save an agency an additional twenty-five percent to thirty percent in facility costs.

4 REPAIRS, REMODELING AND RENOVATION

a. Requests For Work

All requests for work in State Office Buildings should be initiated by an e-mail request to prevent@adm.state.id.us. DPW will determine the extent of the work required to accommodate the request and will initiate a project setup, if needed. Facilities Services will provide assistance to any occupying agency in the completion of all projects, large or small, in State Office Buildings.

b. Remodeling or Renovation

Facilities Services will coordinate all requests for remodeling or renovation, and will charge for expenses incurred in moving or installing floor to ceiling partitions, ceiling light fixtures, light poles, furniture construction or repair, painting associated with space remodel and installation of extra wall outlets. On some occasions, moving a partition will result in a higher expense than one might have projected because the HVAC system may need to be re-balanced, carpet or ceilings may need to be repaired or fire codes may require additional exits. These additional costs, if created by the agency's remodeling request, will be billed to the agency.

5 BUILDING MAINTENANCE

a. Custodial Services

Custodial needs for buildings vary according to use and tenant mix. It is the responsibility of Facilities Services to manage each building to meet the basic needs of the occupying agencies. The following basic schedule has been set up in order to aid in the planning of custodial services:

- Daily:
  - Clean restrooms and drinking fountains;
  - Empty wastebaskets and other waste receptacles; and
  - Keep public entryways clean and accessible to the general public and state employees at all times.
- Twice per Week:
  - General dusting of office areas (desks must be clear of all items to be dusted); and
  - Vacuuming of floors.
- As Needed:
  - Replacing light bulbs and tubes;
  - Replacing electric fixture starters and ballasts;
  - Scrub and polish resilient flooring;
  - Clean carpets (annually or as needed);
  - Wash windows (quarterly or as needed);
  - Clean all draperies and wall hangings; and
  - Spot clean painted walls.

b. General Maintenance

The Department of Administration, Division of Public Works, will provide all materials and labor related to the general maintenance of floors, walls, doors, lights, heating and air conditioning, plumbing, cleaning of window drapes or blinds, specifically:

- Repair or replacement of worn floor coverings, with standard carpeting;
- Repair and paint walls in standard color;
- Maintain proper operation of doors and provide locks where required;
- Replace or repair inoperative light fixtures, including light bulbs or tubes;
- Provide heating and cooling for office space and maintenance of HVAC equipment;
- Maintain existing water and sewer systems;
- Furnish custodial and window washing services;
- Replace blinds or standard drapery (with existing style and grade); and
- Provide assistance on any building related installation.

c. Maintenance of Building Interior

It is the responsibility of both the occupying agency and Facilities Services to ensure that the interiors of the buildings are maintained in an acceptable manner at all times. The occupying agency has a responsibility to conduct business activities in the building in such a manner so as to not create any damage to the interior of the building or to disrupt other occupants. Care must be taken to not overload floor load limits, overuse utilities or fasten large items on walls without the appropriate hardware. Any changes to the interior of the space leased by the occupying agency, such as moving walls or partitions, will require the prior approval of the Administrator of Public Works.

The agency should notify the Facilities Services Manager in writing if the agency has any maintenance suggestions or concerns. Painted walls will be spot cleaned or spot painted as required to maintain a professional appearance. Re-painting of the building interior will be completed as required for a good overall appearance.

d. Building Accessories

Free Standing-ASD Panels All ASD panels not purchased by the occupying agency are considered to be an integral part of the building as would any other standard walls. In the buildings leased to the State by the Idaho State Building Authority, these panels are part of the inventory of the building and are the responsibility of the Department of Administration. If an occupying agency purchases ASD Panels for its own use, selection of the types of panels and the colors must be approved by DPW prior to installation.

Furniture. It is the responsibility of the occupying agency to supply its own furnishings for its assigned area. Any furniture that is for general public use, such as furniture located in a lobby or other such common area, is considered to be part of the building and is the responsibility of the Department of Administration.

Other Accessories. Artwork and planters purchased for buildings are to be maintained by the Department of Administration. Requests for planters and wall hangings of any type, that will be installed on walls or attached to the ceilings, must comply with the standards established by DPW and be approved prior to their installation.

e. Building Comfort and Safety

Facility Services shall maintain comfortably heated and air-conditioned facilities for State employees and their clientele during normal working hours. Mechanical systems of the buildings shall be maintained in good operating condition to ensure building and energy efficiency. No agency or any of its personnel are permitted to use extension cords or space heaters without the specific approval from the Facilities Services Manager. All electrical-mechanical systems are designed to be balanced systems, and any alteration of this balance may jeopardize the comfort and safety of the State employees as well as the operation of the buildings.

f. Maintenance of Building Exterior

It is the responsibility of Facilities Services to keep the structure of the building in an acceptable appearance and condition at all times. Facilities Services is also responsible for the landscaping around the buildings and the maintenance of the parking lots. Snow shall be removed from the sidewalks prior to normal working hours, if possible, and as necessary throughout the working day.

6 BUILDING OPERATIONS AND DAY-TO-DAY MANAGEMENT

a. Building Use Standards

In order to maintain an appropriate business environment and to preserve State assets, Facilities Services has established standards relating to the day-to-day operations of State Office Buildings. These standards apply to State employees, contractors, invitees and other authorized users of the building during normal working hours as well as after normal working hours. Each occupying agency may develop its own standards for the use of its own employees, providing they do not conflict with the standards established by Facilities Services. Facilities Services shall have the right to make such other use standards as may be deemed necessary.

Certain activities may be offensive, disruptive, or not consistent with the comfort, health and convenience of the public and facility occupants. As such, the following Building Use Standards have been established:

- Open flames and items that emit smoke, fumes or noxious odors are not allowed at any time within State Office Buildings.
- Pets, aside from Service Animals, are not permitted at any time within State Office Buildings.
- Children and invitees shall be supervised at all times and shall not be allowed within other State employees' work areas or to use State-owned equipment.
- Bicycles shall not be brought into the building and shall be placed in bicycle racks or bicycle storage areas.
- Activities which result or may result in waste or damage to the facility shall not be permitted.
- Care shall be taken to ensure that office equipment, furnishings, papers, files and personal items do not block pathways throughout work areas. Additionally, all items shall be taken off of the floor so cleaning service may vacuum the carpets.
- Displays in public corridors must be approved prior to their installation. Posting of notices shall be restricted to those areas designated by Facilities Services.

Failure to comply with Building Use Standards may result in a written report to the Director of the occupying agency. Repeated offenses may result in the withdrawal of privileges to access the building after normal working hours.

b. Insurance

The Department of Administration is responsible to ensure that all buildings under the jurisdiction of the Department are adequately covered for insurance purposes. In addition, the Department of Administration carries liability insurance to cover the personnel involved in the management and operation of State Office Buildings. Contractors and vendors supplying services to agencies and to the building are required to carry insurance. Each occupying agency must ensure that all inventory assigned to it under the statewide inventory system is properly insured. Funding for adequate insurance must be included in each agency's budget.

c. Utilities

All utility services, such as gas, electricity, water, sewer, trash removal and geothermal heat, are provided to the State Office Buildings for the benefit of the occupying agencies. Utilities are typically included in the rent.

Any equipment placed into a State Office Building by an occupying agency must be energy efficient in nature and used for its intended purpose. If it is determined that a piece of equipment will use large amounts of energy, it should be approved in writing by Facilities Services. Depending upon the nature of the equipment and the amount of energy consumed, the agency may receive an additional billing for energy consumption.

d. Parking Assignments and Arrangements

DPW and Facilities Services administers the Capitol Mall Parking Rules. Due to the limited amount of parking available and the need to keep an adequate number of spaces available during the legislative session, parking in the Capitol Mall parking lots is not available to agencies or agency employees occupying privately leased facilities.

Parking permits are available to State employees in the Capitol Mall area at a nominal cost. Parking permits are not available to independent contractors or consultants. Temporary employees replacing a full-time State employee on leave may be issued a temporary parking permit. Detailed parking information can be found at www2.state.id.us/adm/pubworks/facservices/parking.htm.

e. Building Access

State Office Buildings are open for public access during normal working hours, which are from 7:00 a.m. to 5:30 p.m., on all state scheduled working days. State Office Buildings shall be open during these hours, and the buildings will be fully operational and functioning, barring any unforeseen circumstances such as mechanical breakdowns, utility brown-outs or other such emergency.

It is considered a public right to enter State Office Buildings during normal working hours.

Arrangements for use by an agency of any Department of Administration managed building after normal working hours shall be made through Facilities Services. The sponsoring agency shall be responsible for the use of the building, and the conduct of attendees and visitors, including conduct that could affect security.

Depending on each occupying agency's policies, certain state employees may be provided with an appropriate means of access to their working areas after regular hours. Procedures should be established by the head of each occupying agency to designate which of their staff may be given access to the building and to what areas of the building. The State Security Manager may assign keys to individuals who need access to the building for special occasions. Requests for these special keys should be made by the agency head to State Security. Both the agency and the individual provided the key shall have joint responsibility for returning the key to State Security.

f. Deliveries of Supplies and Materials

All deliveries are to be made to the buildings during normal working hours. If, for some reason, deliveries cannot be made during normal working hours, the occupying agency requesting the delivery will make arrangements for receipt of delivery by contacting State Security. Deliveries of large pieces of furniture or equipment will need to scheduled at least forty-eight (48) working hours in advance so Facilities Services may arrange for the installation of furniture pads on the elevator walls or to reserve the freight elevator.

g. Moving

The Department of Administration will make every effort to assist occupying agencies in securing professional moving companies and developing general moving specifications. All funds and expenses for moving are the responsibility of the occupying agency. Schedules for moving must be established in advance and approved by Facilities Services.

h. Questions and Complaints

Any occupying agency that has a problem or concern should address it to the Facilities Services Manager. Questions or complaints should be in writing and detailed as accurately as possible.

i. Building Inspections

The Division of Building Safety will conduct annual inspections for safety purposes. If there are any problems or concerns detected, notice will be given in written form to Facilities Services and the using agency(ies) in that building.

j. Telephone and Other Communication Systems

***Installation of Telephone Systems*.** It is the responsibility of the occupying agency to request installation or modification of telephone systems through the Department of Administration. The Department of Administration is responsible for the installation, modification and relocation of all telephone systems on a statewide basis. Billings for telephone services in the Capitol Mall are made through the inter-accounting process.

Installation of Computer Wiring. Requests for new wiring for data systems should be coordinated through Facility Services. Any equipment upgrades or such other items should be addressed to the Department of Administration's Information Technology and Communications Services Division.

7 BUILDING SECURITY

a. Restricted Areas

Certain areas within State Office Buildings are restricted from public access and use. The tunnel under the Capitol Mall is limited to state employees and authorized personnel only. Mechanical and computer rooms should be kept locked to control access.

b. Security Concerns

Please visit Facility Services Website for information on security at http://www2.state.id.us/adm.pubworks/facservices.emergency.htm. Any additional security concerns or questions should be addressed to the State Security Manager.

c. Key and Card Key Assignments

The State Security Manager has the authority to issue keys for the State Office Buildings. Keys must be accounted for at all times. Keys may be requested from State Security. The occupying agency will assume the responsibility that keys are returned to the State Security Manager upon termination of employees possessing keys or when a determination has been made that the use of that key is no longer necessary.

An occupying agency may have master keys for its area only. Only department heads and administrators may have keys of the master category. All other State employees (except facility maintenance staff) will be given single use keys.

For security reasons, any lost or stolen keys must be reported immediately to the State Security Manager. In the event re-keying is required to maintain building security, the agency will be responsible for all costs incurred in re-keying. A minimum fee of $5.00 will be assessed for replacement of a lost or stolen key. Receipt of the key assignment card is regarded as acceptance of the responsibility to pay this fee if a key is lost or stolen.

8 SERVICES AVAILABLE IN CERTAIN FACILITIES

a. Photocopy/Duplicating Machines

Location of Machines. Photocopy and duplicating machines are available in certain areas, based upon the needs of the occupying agencies and the building design. The intent is to reduce the number of copy machines located in one particular building. The Department of Administration will bill each agency for its use of photocopy equipment and will maintain the equipment on behalf of the occupying agencies.

b. Cafeteria/Canteen

The Commission for the Blind and Visually Impaired has the sole right and responsibility for providing food service and dispensaries in the State Office Buildings. It is the responsibility of the vendors of the Commission to keep these areas well maintained and clean at all times. These areas are open during normal operating hours. Any special needs related to the food service operation are handled directly by the vendors assigned to these spaces.

c. Mail Distribution

The Department of Administration shall locate and assign spaces within State Office Buildings for mail drop and pickup. The Department of Administration will work with the Facility Coordinator to provide a convenient and regular mail service for occupying agencies as is economically feasible and possible.

d. Conference Rooms

Scheduling. Facilities Services shall maintain a schedule of conference rooms which may be used by all agencies. These rooms are available on a first come, first serve basis. Conference rooms may also be used by other governmental entities, such as a city or a county. A minimal fee is charged to cover the cost of setting up the room for the agency, utilities, and clean up. A location and fee schedule is provided in the following table. It can also be viewed at **www2.state.id.us/adm/pubworks/facilities.htm**.

CONFERENCE ROOMS For Scheduling of Conference Rooms, Please Call 332-1900						
CONFERENCE ROOM	**BUILDING STREET FLOOR**	**CAPACITY # CHAIRS # TABLES**	**EQUIPMENT AVAILABLE**	**FEE**	**HRS AVAILABLE DAYS AVAILABLE**	**NOTES**
Gold Room	*Capitol Bldg* W State St 4th Floor Room 402	100	Overhead Projector, TV/VCR, Easel	$15.00 ½ Day $25.00 Full Day	8 AM to 5 PM Not Available During Legislative Session	No Food/ Drink 2 Telephone Jacks: 334-1414 334-1413
West Conference	*J R Williams* 700 W State St 1st Floor	100 80 Chairs 20 Tables	Overhead Projector, TV/VCR, Screen, Easel, Whiteboard	$15.00 ½ Day $25.00 Full Day $50.00 on Saturday	7 AM to 5 PM Monday thru Friday 8 AM to 5 PM Saturday	
East Conference	*J R Williams* 700 W State St 1st Floor	100 102 Chairs 21 Tables	Overhead Projector , TV/VCR, Screen, Easel, Whiteboard	$15.00 ½ Day $25 Full Day $50 on Saturdays	7 AM to 5 PM Monday thru Friday 8 AM to 5 PM Saturdays	Teleconferenc-ing Capability
Basement	*J R Williams* 700 W State St Basement	100 121 Chairs 24 Tables	Overhead Projector, TV/VCR, Screen, White-board, Easel	$15.00 ½ Day $25.00 Full Day	7 AM to 5 PM Monday thru Friday	Phone Jack: 334-2980 Must Bring Own Phone
Room 302	*LBJ Building* 650 W State St Room 302	39	Overhead Projector, Screen, Easel, Whiteboard	$10.00 Each Use	8 AM to 5 PM Monday thru Friday	Phone Jack: Must Bring Own Phone
Room B-02	*LBJ Building* 650 W STATE Room B-02	49 59 Chairs 11 Tables	Screen, Whiteboard, Easel	$15.00 Each Use	8 AM to 5 PM Monday thru Friday	Phone Jack: 334-3514 Must Bring Own Phone

I LEASING TO THE STATE (FOR THE REAL ESTATE COMMUNITY)

1 THE LEASING PROCESS

All leases, including renewals, expansions and lease modifications, for State facilities must be negotiated and approved by the Division of Public Works (DPW) under Idaho Code Section 67-5708. The State leases 1.85 million square feet of space at an annual cost of more than $19,000,000.

The State can represent an ideal tenant for your building. On many occasions, State agencies remain in their leased facilities for an extended period of time. Additionally, certain State agencies may be able to pre-pay their rent on an annual basis if a discount is provided to them. This annual prepayment of rent can offset a large portion of a building owner's up-front costs to place a new tenant in his building and alleviate the monthly chore of rent collection.

a. General Standards For Leased Space

The State leases space at a competitive market rate on a full service basis. We require the use of our standard Lease Agreement, which includes an annual funding appropriation clause as required by State law. Leases can vary in length from one to five years, depending on the agency's needs and economic factors. Leases over five years require special approval from the **Permanent Building Fund Advisory Council**. Business terms within the lease are negotiable, but the standard language in the lease document cannot be amended.

The building design must be appropriate and functional, especially with regard to specific site requirements, drainage, snow situations, and solar orientation. At a minimum, all facilities must conform to the following building and safety codes that have been adopted by the State of Idaho and the federal government. Lessors leasing space to the State must procure building permits, secure necessary inspections, and obtain a **Certificate of Occupancy** for the intended use prior to the lease taking effect.

- Idaho Code Title 67, Chapter 57, Section 8
- Uniform Building Code, 1997 Edition
- Uniform Mechanical Code, 1997 Edition
- Uniform Plumbing Code, 1997 Edition
- NFPA 101. 1997 Revision, Life Safety Code
- NFPA 70, 1996 Revision, National Electrical Code
- Handicap Accessibility, **Americans with Disabilities Act (ADA)**
- Idaho General Safety and Health Standards
- **BOMA** International, Standard Method of Floor Measurement
- American National Standards Institute (ANSI)
- Federal Regulations Applicable to the occupying agency
- Electronic Industry Association/Telecommunication Industry Association Standard, 1995, EIA/TIA-568 Standard

- ANSI Ai1.1 Safety Code for Elevators and Escalators
- ASME Safety Code for Boilers and Pressure Vessels
- All Local Codes

Three (3) Executive Orders impact leases executed by the State of Idaho. Executive Order 2000-12 requires that long-term energy costs are to be a major consideration in the construction of all State buildings and the execution of lease agreements. Executive Order 2000-01 requires that all State-owned or State-leased buildings, facilities or areas occupied by State employees shall be designated as "non-smoking", except for custodial care and full-time residential facilities. Executive Order 99-06 requires that all buildings constructed or renovated specifically for use or occupancy by State agencies shall conform to all existing State codes, and plans shall be reviewed and approved by the **Division of Building Safety** and the **Permanent Building Fund Advisory Council**. The Division of Building Safety's **Building Bureau Plan Review Application** can be located in the Forms Section [See Forms, page 41].

b. How to Lease Property to the State

DPW assists State agencies in developing their short and long term space needs. DPW is to be the primary contact for lease negotiations on all facility leases. Facilities under three thousand square feet do not require a competitive selection process. These facilities do however have to conform to State Facility Use Standards and be approved by DPW. If a Lessor has property currently available for lease, please send the information to DPW's State Leasing Manager as leasing information is kept on file for various agencies seeking space.

A **Request For Proposal (RFP)** is issued by DPW for spaces over three thousand square feet (3,000). RFP's are mailed out to the real estate and commercial development communities. They are also available for viewing on DPW's Website at http://www2.state.id.us/adm/pubworks/leasing/pwleasng.htm. If you would like to receive an RFP when it is issued, please send your mailing address and cities of interest to the State Leasing Manager, Division of Public Works, Post Office Box 83720, Boise, ID 83720-0072 (e-mail lwildhag@adm.state.id.us). Generally, a deadline of four to six weeks is provided to allow respondents an adequate amount of time to develop a proposal.

The intent of the **RFP** is to secure a preliminary concept of facilities being offered and their related costs. Exact floor plans are not required. As such, "bubble" diagrams and other such conceptual tools could be acceptable proposal exhibits in lieu of scaled floor plans.

A **Lease Proposal Form** [See Forms, page 58] must be filled out completely in order for the lease proposal to be considered. Proposals are to base facility costs upon **Net Rentable Area**, as defined by the **Building Owners and Managers Association** (**BOMA**) standard for measuring floor space. At the discretion of DPW, the lease proposals received may also be used for the procurement of leased space for other State agencies.

Proposals are evaluated upon an established set of criteria and a weighted evaluation. Information provided in the proposals, together with an established set of criteria, is used to

weigh proposals received. Samples of the State's ranking system are located in the Forms section [See Forms, pages 46 and 47]. All proposals will remain confidential until a lease has been awarded. Proposals will be ranked and negotiations will begin with the representatives of the top ranked proposal. If negotiations are successful, a lease will be completed. Should negotiations be unsuccessful with the top Offeror, negotiations will be opened with the second ranking Offeror and so forth until a suitable lease is obtained. The State reserves the right to disqualify all proposals as unacceptable and to take any necessary action to obtain suitable space.

2 BUILDING OPERATIONS AND DAY-TO-DAY MANAGEMENT

After a lease has been signed and the facility has been accepted by the agency, coordination of all day-to-day leasing matters resides with the agency occupying the space.

The agency generally will appoint a liaison to work with you on items such as the maintenance of the building and payment of rent. Please note that you must send an invoice to the agency for payment of the rent. The invoice is then sent to the State Controller's office for processing.

Any leasing issues that would require any form of amendment to the Lease Agreement must be referred to the State Leasing Manager with DPW. This would include such items as lease **estoppel agreements** and change of ownership of the building. The State generally does not sign estoppel agreements. Please refer all estoppel agreements to DPW. The State Board of Examiners must approve any **Assignment of Lease** from one owner to another. The Board meets on a monthly basis. Since timing issues may be critical, it is essential that we be provided advance notice of any such impending change.

In addition, any leasing issue which envisions the agency expending any sum of money aside from that detailed in the lease agreement should be referred to the State Leasing Manager with DPW. This would include such items as improvements made to the leased premises on behalf of the agency and to be billed to the agency. All lease renewals should also be referred to DPW.

The State recognizes the importance of the real estate and development community in providing its agencies with quality leased facilities. While our desire to obtain the very best deal possible for the State agencies can oftentimes place us in a competitive stance, we truly feel the results of our negotiations have provided us with the best landlords and the best facilities in the State. Please do not hesitate to contact us if you have any questions or concerns.

J DEFINITIONS

(In alphabetical order)

***ADA*:** The Americans with Disabilities Act (ADA) is a federal law, enacted in 1992 to assist people with disabilities to obtain access to public facilities. All state facilities which are accessed by the public are required to comply with ADA. The most commonly known barriers are access to the buildings, functional restroom facilities, elevators to upper levels and adequate parking. Other requirements apply to ramps, minimum pounds of pressure required to open doors, height for drinking fountains and sinks, sizes of toilet rooms, placement of hand rails, and fire alarms.

Additional Rent: See **Operating Expense Pass-Through**.

Amortization: The gradual reduction of debt by periodic payments of interest and principal over the term of a loan. Typically, an amortization schedule is based upon monthly payments. If annual, semi-annual or quarterly payments are contemplated, the amortization schedule must be revised accordingly.

Assignment of Lease: If there is a change in ownership of the property, the lease must be assigned. Only the State Board of Examiners can approve an assignment of a State lease. A form will need to be filled out by both the old and new owners requesting recognition of assignment. DPW will also request additional information relative to the new owner's financial capability and commercial real estate experience to ensure the agency will retain a certain degree of services after the lease assignment. Payments to a new owner cannot be made until the assignment is made and approved. Another form of lease assignment is when the **Lessee** (tenant) wishes to be replaced by another **Lessee** (tenant).

Base Year: A selected period of time against which changes in other years are calculated. Typically used in constructing an index number for escalation of rent due to increases in operating expenses of a building.

Break-Even Year: Used in the Lease Purchase Model. It is calculated by comparing the cumulative cost of leasing to the cumulative cost of buying. The year the cost to purchase is equal to or less than the cost to lease is the breakeven year.

Building Codes: These codes are to provide safe and functional facilities and apply to new construction and remodeling projects in both owned and leased properties. Building Codes cover mechanical, plumbing, life safety, national electrical and the Uniform Building Codes. The Division of Building Safety reviews all plans and specifications for new buildings and major remodels.

Building Owners and Managers Association (BOMA): An international organization serving the needs of the office building industry. The organization has developed a standardized method of measuring office space.

Building Permit: A Building Permit is issued by the local building authority and allows construction or remodeling of a facility to begin. A building permit is required for all construction performed on behalf of the State.

Build to Suit Lease: Construction of a new building to be constructed to meet the specific needs and use of the agency.

Cap: A limit on the amount of increase. This can be expressed either in terms of a percentage of a dollar figure.

Common Area: Areas that cannot be leased to a Lessee (tenant), but are used by all tenants "in common". Hallways, restrooms, and building entrance lobbies are several examples of common areas.

Common Area Maintenance Costs: Expenses attributed to the operation of the building as a whole, which cannot be broken out and assessed to individual tenants.

Construction Change Order: A document specifying any changes to construction specifications. When used for tenant finish work, it should detail if the Lessee or the Lessor will incur any additional costs or if the contemplated changes will result in any time delays. All changes must be in writing and must be authorized by the appropriate parties to the transaction.

Consumer Price Index: Figures constructed by the U.S. Bureau of Labor Statistics that measures consumer purchasing power by comparing current costs of goods and services to those of another period of time. Typically used in the escalation of rents. When a Consumer Price Index is used, it is preferable to have a cap (or ceiling) on the amount of increase that can be billed to the **Lessee**.

Cost Ratio: Used in the **Lease Purchase Model** which was developed as a tool to determine whether it is more cost effective to lease or to acquire a building. If the Cost Ratio is below 1.00, the acquisition of a facility should be considered. The Cost Ratio is calculated by dividing the net present value of the acquisition alternative by the net present value of the leasing alternative.

Division of Building Safety: Provides the citizens of Idaho and the building industry with a comprehensive and centralized resource promoting health, safety and welfare by ensuring compliance with Statewide codes, standards and regulations. Their Website is http://www2.state.id.us/dbs/dbs_main.html.

Estoppel Agreement (or Estoppel Certificate): An estoppel certificate is typically used when an owner is selling or re-financing a building. It is a signed agreement by a party, such as a tenant, certifying for the benefit of another party (typically a lender) that a certain statement of facts is correct as of the date of the statement. Some of the statements could be that a lease exists, that there are no defaults, and that the rent is paid to a certain date. Delivery of the statement by the tenant prevents (estops) the tenant from later claiming a

different state of facts. The State generally does not sign estoppel agreements. Refer all estoppels to DPW, and do not sign them or agree to sign them.

Expense Stop: A provision in a lease permitting the Lessor to bill Lessee for increases in operating costs such as real estate taxes, insurance, utilities and building services. An expense stop can be based upon a **Base Year** or upon a certain dollar amount.

Facilities Standards Sheet: Form used to evaluate agency's current and future space needs. It determines the maximum allowable leased area.

Full Service Lease: A full service lease includes all utility costs (excluding phone), janitorial services, property taxes, grounds-keeping, snow removal, and general building maintenance. It is preferable to have a full service lease and to have the Lessor responsible for all of the building functions.

HVAC: Heating and air-conditioning system serving the building.

Lease Proposal Ranking Sheet: Used to evaluate different properties. Properties which do not provide adequate accommodations for the disabled or which do not conform to local zoning requirements will be disqualified from consideration.

Lease Purchase Model: An Excel workbook used to compare the costs of leasing versus the cost of building a new facility. Can be readily adapted to suit a wide variety of situations, including the purchase of an existing facility. The model is updated annually to reflect changing market conditions and takes into account such factors as moving costs, financing rates, and building costs.

Lease, Standard Lease or Agreement: The document used by the State to legally use and occupy the property. The latest version is dated March 1999. No changes can be made to a Lease Agreement unless the changes are made in writing and are approved by DPW.

Lessee: The State of Idaho and the occupying agency. The agency is responsible for the rent payment and the daily dealings with the Lessor. Lessee is sometimes interchangeable with **tenant**.

Lessor: The owner or owner's agent for the facility. In some cases, the owner may be an absentee landlord and have an agent represent him (her) in the daily dealings with the tenant. Lessor is sometimes interchangeable with **landlord**.

Load Factor: The percentage of space that is added to usable area to account for hallways, restrooms, lobbies and mechanical areas.

Memorandum of Understanding (MOU): An inter-agency agreement between the Department of Administration and an agency seeking to occupy space in a State owned building. Also used by agencies to sub-lease their space or a portion of their space to

another agency. The agreement defines the rights and obligations of the respective parties with regard to rent, areas to be used, reimbursement for use of copy machines, etc.

Net Rentable Area: See **Rentable Area**.

NNN Lease: See **Triple Net Lease**.

Occupancy Permit: An Occupancy Permit (also known as a Certificate of Occupancy) is issued by the local building authority and indicates that the building has been inspected, meets the applicable building codes for that jurisdiction and is "safe" to occupy. A Temporary Occupancy Permit may be issued that allows occupancy but still has some items to be completed. For example, a temporary occupancy permit could be issued, pending the completion of the parking lot when weather permits.

Operating Expense Pass-Throughs: A lease provision allowing increases in operating expenses, such as utilities, real estate taxes, janitorial service, and insurance, to be billed to the tenants. Increases are "passed on" to tenants on a **prorata basis**, which is the proportionate share of the area leased as compared to the total area of the building. These increases can either be based upon a **Base Year** or upon a fixed amount per square foot, which is known as an **Expense Stop**. Some of these provisions can become quite unwieldy. Language has been developed to make these provisions less onerous to the State. Please call DPW so any proposed operating expense provisions can be reviewed and tailored to fit your needs. Operating Expense Pass-throughs are sometimes called **Additional Rent.**

Permanent Building Fund Advisory Council: A five-member council created by the Legislature whose members are appointed by the Governor. The council oversees the construction, renovation and repair projects of State-owned property, in addition to approving facility leases on a Statewide basis.

Plans and Specifications: These are the guides for a remodel or building project. They include a full set of Plans (drawings), sometimes called blueprints, giving the dimensions of the project. The Specifications (or specs) are a description of the materials used and methods for installation.

Prorata Basis: The proportionate share of the area leased as compared to the total area of the building.

Punch List: A list of all the construction items that are deficient according to the original specifications, plans, or codes. These items need to be completed by the building owner or the contractor performing the construction or the remodel. It is generally better if punch list items are completed prior to taking occupancy. At the minimum, punch list items need to be in writing so your objections are on record and a timetable for completion should be established.

Request For Proposal (RFP): A document and process used for procuring leased space. The document is an overview of agency needs and response requirements. The RFP is sent

to Building Owners, Managers, Realtors and any interested parties in the area where space is needed. It ensures that the State is utilizing a competitive process to acquire leased space over three thousand square feet (3,000').

Rentable Area: The **usable area** plus common areas such as hallways, lavatories and elevator vestibules. The State generally leases buildings based upon rentable area. In more general terms, rentable area is the actual space occupied by the agency, plus the building's shared facilities. It can be important to find out the **load factor** of the building because the agency is charged for a share of the building's shared facilities. This is sometimes referred to as **Net Rentable Area**.

Step Rate Lease: A lease where the rental rate is increased by a predetermined amount at fixed intervals during the term of the lease.

Tenant Improvement Allowance: A **Lessor's** allowance for constructing the interior of a facility. Generally, a tenant improvement allowance refers to such items as carpeting, doors, lighting fixtures, interior walls, window coverings, etc. It does not encompass mechanical or plumbing systems.

Trade Fixtures: Items placed or installed in a building which belong to the **Lessee** and which are used by the Lessee in the conduct of its business. It can include such items as shelving, reception counters, and specialized lighting.

Triple Net Lease: The **Lessee** (tenant) of the building pays for all costs related to the use and occupancy of the building. This would include taxes, insurance, utilities, janitorial, maintenance of mechanical equipment and common area maintenance. The Lessee furthermore can be required to maintain the property, including the structural and mechanical components of the building. In most cases, a triple net lease does not represent a good lease for the State.

Usable Area: On a multi-tenant floor, usable area is the total size of the floor less hallways, elevators, restrooms, etc. On a single tenant floor, usable area is the total size of the floor less the building lobby, HVAC ducts, stairwells and elevators.

K FORMS

1 BUILDING BUREAU PLAN REVIEW APPLICATION

NOTE: *For informational purposes only. Plans and specifications must be approved in writing by the agency prior to submittal to Division of Building Safety. Any changes to the plans and specifications after they are approved by the agency must be in writing and must include a cost estimate.*

Division of Building Safety **(Building Bureau Use Only)**
277 North 6th Street, Suite 100
P. O. Box 83720, Boise, ID 83720-0060 PA # _____
Phone: (208) 334-3896 FAX: (208) 334-2683
1997 – UBC; 1997 – UMC Initial Plan Review Fee _____
1999 – NEC; 1997 – UPC
1996 ASME/ANSI A17.1 ELEVATOR CODE Date Received _____

1. Application must include 3 complete sets of final plans, specifications and 2 copies of engineering calculations. All submittal documents must be signed by an Idaho licensed architect, except applicable pages signed by an Idaho licensed engineer responsible for the civil, structural, mechanical and electrical design.
2. Project Owner: _____ Phone: _____
   (School District, State Agency or Other)
3. Project Location: _____
   (Address, Building Name)
4. Budgeted Project Valuation: _____
5. Architect or Engineer: _____ Phone: _____
6. Project Description: _____
   _____
7. Scope of Drawings: Building Plumbing HVAC
   Electrical Elevator Wheelchair Lift
8. Building Uses: New _____
   Existing _____
9. Type of Construction: New: I F-R II FR II 1-HR II-N 111 1-HR III-N IV V 1-HR V-N
   Existing: I F-R II FR II 1-HR II-N 111 1-HR III-N IV V 1-HR V-N
10. Area Separation Walls: New: Yes___No___ Existing: Yes___No___
11. Number of Stories: New _____ Existing _____ Basement: Yes___No___Area_____
12. Total Building Area" New _____ Existing _____
13. Fire Sprinkler System Throughout: New: Yes ___ No___ Existing: Yes___No___
14. Reason for Fire Sprinklers Throughout:: Fire Flow Floor Area Increase
    Story Increase Rate Construction Substitution Other: _____
15. Partially Fire Sprinkled: Yes ____ No_ Reason: _____
16. Agency Requesting Plan Review: _____
17. Applicant's Name: _____ Date: _____ Phone: _____
    (Printed)
    _____
    Signature

2 FACILITIES REQUEST

(To Be Used If Additional Or New Leased Space Is Being Requested)

Please fill out and return it to the Division of Public Works. Attach additional sheets if more information would be helpful. If you have any questions, please call Linda Wildhagen at 332-1929. Thank you!

AGENCY NAME: _____

ADDRESS OF CURRENT FACILITY: _____

OF CURRENT FTE IN THIS FACILITY:_____, # OF PROJECTED FTE: _____ for FY 20_____

CURRENT SQ FT: _____ LEASE EXPIRATION DATE: ___ FEDERAL SUBSIDY ON RENT (%): _____

PROPOSED OCCUPANCY DATE: _____

COMPLETED BY: _____PHONE: _____ DATE: _____

REASON FOR REQUEST (Additional staff, present facilities inadequate, lease expiration, new programs added, etc.)

_____

_____

_____

ALTERNATIVES CONSIDERED BEFORE REQUESTING NEW SPACE AND REASONS FOR REJECTION:

_____

_____

_____

WILL THIS PROPOSED FACILITY REPLACE ANOTHER FACILITY? YES / NO IF YES, WHICH ONE? _____

_____ ESTIMATED MOVING COSTS: $ _____

WAS THIS NEW FACILITY PRESENTED IN 5-YEAR FACILITY PLAN? YES /NO WAS IT APPROVED? ? YES /NO

SPECIALIZED FACILITY NEEDS: ☐24-Hour Security ☐Heavy Floor Load Limits ☐Fireproofing ☐Secured Evidence Rms ☐Play Area ☐Exhaust/Venting Systems ☐Secured Parking (# of Spaces: __) ☐ Operating Hours beyond 8 AM to 5 PM ☐Lab Area ☐Other (Describe: _____) Please describe reasons for these specialized needs:

_____

FACILITY USE: (Briefly describe use of facility, including # of visitors @ peak operating hrs, # of depts and functions, programs to be housed in facility) _____

_____

_____

_____

_____

_____

CO-LOCATION: It would be beneficial to be co-located w/ other agencies: ? YES /NO (Please list agencies: _____

_____)

It would be detrimental to be co-located w/ certain agencies: ? YES /NO (Please list agencies: _____

_____)

LOCATION DESIRED: (Briefly describe locational requirements, if any, such as proximity to highway or bus lines, visibility, proximity to the Capitol Mall area (Boise area), proximity to certain non-profit agencies, etc.)

_____

_____

_____

Would any uses adjacent to your facility be objectionable? ? YES /NO If yes, please list: _____

_____

ADDITIONAL COMMENTS/CONCERNS:

3 FACILITY USE STANDARDS

AGENCY: _____ LOCATION: _____

CURRENT SQ FT: _____ CURRENT FTE: _____ PROJECTED FTE: _____

Area/Room	# of FTE	Sq Ft / FTE	Total	Hard Wall* or Open Office**	# Data Ports	#Phone Ports	Remarks
Director of Dept.		250		**Hard Wall**			
Division Administrator		200		**Hard Wall**			
Bureau Chief & Director of Board		144		**Hard Wall**			
OPEN OFFICE AREA:							
Regional/Division Mgr		144					
Professional Staff		120					
Adjunct Desk Area (Staff in office less than 60% of the time.)		50 to 70					
Clerical Staff		100					
Clerical Pool		80					
Receptionist		100					
SPECIALTY AREAS:	**# of Rms**	**Size of Rooms**	**Total Size**				
Waiting Area/per person		10					
Conference/per person (joint use by agencies encouraged)		15					**Occupied 15 hrs or more per wk**
File Storage Active Files Only							
Classroom/per person		30					
Group Rm/per person		30					
Therapy Rm/per person		30					
Library							
Mail Rm							
Computer Phone Rm							
Break Rm							
Laboratory							
Equipment Storage							**(Not in finished area.)**
Other:							
Sub-Total							
*** Add 30%**							
****Add 25%**							
TOTAL							

Open Office Space is the standard design approach. This reduces current construction costs, improves heating and cooling flexibility, and lessens future remodeling costs. Hard walled offices for staff below the Bureau Chief level requires written justification.

PARKING REQUIRED: EMPLOYEE: _____ CLIENT: _____ STATE VEHICLES: _____

PREPARED BY: _____ DATE: _____

AUTHORIZED BY: _____ DATE: _____

4 LEASE PURCHASE MODEL

LEASE/PURCHASE ANALYSIS	Agency, City:	City Code:	Street:
Lease Information:	SAMPLE OFFICE LEASE	F1	BOISE, ID

Express $ in annual costs per square foot, unless otherwise noted.

Net Rentable Sq Ft:	1,000	Agency Pays Directly For The Following or Supplies Its Own:	Building Retrofit For Sale Purpo Response	If Known, Show Cost Per Sq Ft/Yr	Actual Cost or D.P.W. Est. of Costs
Current Base Rent, will rent increases:	$ 13.50				
Lease Expiration Year:	2005	1. PARKING (6 Spaces)	NO	$ -	$ -
Expiration Year of Renewal Option:		2. Janitorial(Agency Space)	NO	$ -	$ -
Space Type(P=office or retail, W=warehouse):	P	3. Maintenance On Agency Space	NO	$ -	$ -
Year of Analysis	2000	4. Security(Agency Space)	NO	$ -	$ -
Future Rent Increases Shown in Lease ($/SF):		5. Property Taxes on Bldg	NO	$ -	$ 1.40
2003	$ 13.91	6. Insurance on Bldg	NO	$ -	$ 0.16
2004	$ 13.91	7. Maintenance (on Bldg)	NO	$ -	$ 0.26
2005	$ 13.91				
2006	$ -	8. Bldg Utilities	NO	$ -	$ 1.00
2007	$ -	9. Building Janitorial	NO	$ -	$ 0.76
2008	$ -	10.Management Fees	NO	$ -	$ 0.69
If CPI is Capped, Show % of Cap:	0%	11.Miscellaneous	NO	$ -	$ 0.13
CPI Increase Based upon Lease Rate of	$ -				
Show the Specific Years CPI is Effective:	"Yes or No"	Operating Exp Escalation	$ 0.13	$ 0.13	
2003	NO	(Increase)		By Agency	
2004	NO	Operating Expense Incurred		$ (0.13)	$ 4.36
2005	NO	NOTES:			
2006	NO	Percent of office:	100%	$ 109.00	$ 109,000
2007	NO	Percent of warehouse:	0%	$ 55.00	$ -
Building Expenses, Billed to You by Lessor:		TRIPLE NET LEASE?		1	$ 109.00
Property Taxes	$ -				$ -
Building Insurance	$ -				
Building Maintenance	$ -				
Building Utilities	$ -				
Building Janitorial	$ -				
Management Fees	$ -	Management Fee:	5%		
Miscellaneous	$ -				
Other Lease Costs/Sq Ft:	$ -	Tenant Finish Amortization, Conference Rm Rental, Add'l Parking, Etc.)			

Construction and Operating Costs: (Use Net Rentable Sq Ft)		Land Cost	$22,275	Land Cost:	$ 4.50
		Building Cost	$119,900	Bldg Cost:	$ 109.00
		Depreciable Life of Bldg	75	Land Ratio:	$ 4.50
		Building's Gross Sq Ft	1,100		1
		Year of Acquisition	2005		
		# of Yrs For Analysis	40		
		Total Operating Costs	$ 4.22		
Operating Costs: (Use Net Rentable Sq Ft)		Tenant Improvements	$ -	Deleted from both Lease and	
		Capital Replacements	$ -	Purchase Comparison to Obtain	
	Space Needs:	Sq Ft per FTE	250	NNN Rate	
		Base Number of FTE	4		
	Financing:	Interest Rate (Percentage)	5.10%		
		Soft Costs of Financing (Percentage)	10.00%		
		Years Financed	20		
		Discount Rate	5.60%		
	Lease:	Lease $(NNN)	$ 10.20		
		Prepayment Discount	0%		
	Moving Costs:	Moving Expenses (Per FTE)	$250.00	Moving Expenses Total	
		Furniture (Per FTE)	$850.00		$1,430.00
		Telephone (Per FTE)	$325.00		
Inflation Assumptions	Facility:	Land Value	2.00%	Not Compounded	
		Building Value	1.00%	*	
		Construction Costs	2.00%	*	
	Expenses:	Operating Costs	2.00%	*	
		Tenant Improvements	2.00%	*	
		Capital Replacement Reserve	2.00%	*	
	Space Needs:	Projected Agency Growth	0.00%	*	
	Lease Costs:	Lease Costs	2.00%	*	
	Moving Costs:	Moving Expenses (Per FTE)	2.00%	*	

Net Present Value Analysis	LEASING ALTERNATIVE	40 Yr Cost of Leasing		$552,829
		Net Present Value-Lease		$189,074
	PURCHASE (ISBA OR Other Funding Source) ALTERNATIVE			
Difference Between Purchase and Leasing: Cash Basis Over 40 Years	$441,129	40 Yr Cost of Purchase	Tenant Finish	$0
			Amortization Costs	$264,766
			Moving & Equipment	$1,430
			Residual Value	($205,717)
NPV Basis Over 40 Years	$68,293		Building Retrofit For Sale Purposes	($51,230)
			40 Yr Cost-Purchase Alternative	$111,709
		Net Present Value of Purchase	Tenant Finish	$0
			Amortization Costs	$156,898
			Moving & Equipment	$1,354
			Residual Value	($23,266)
			Building Retrofit For Sale Purposes	($5,794)
			Net Present Value - Purchase	$140,781
		Break-Even Year		2,026
		Cost Ratio-40 yrs		0.7072

*Cost Ratio: The Lease/Purchase Analysis was developed as a tool to determine whether it is more cost effective to lease or to acquire buildings. If the cost ratio is below 1.00, the acquisition of a facility should be considered. If the cost ratio is a negative number, the Lessor is subsidizing the Lessee and is receiving less than what it actually costs to operate the building. Generally, the Division of Public Works recommends that leases with a Cost Ratio below 1.00 limit their lease terms to three years so the agency has more flexibility with its space needs. The ratio is calculated by dividing the net present value of the acquisition alternative by the net present value of the leasing alternative.

5 FACILITIES QUESTIONNAIRE

Please fill out one sheet for each location and return it to the Division of Public Works. Attach additional sheets if more information would be helpful. If you have any questions, please call Linda Wildhagen @ 332-1929. Thank You!

AGENCY NAME: _____

ADDRESS OF CURRENT FACILITY: _____

OF CURRENT FTE IN THIS FACILITY:_____, # OF PROJECTED FTE: _____ for FY 20____

CURRENT SQ FT: _____ LEASE EXPIRATION DATE: _____ FEDERAL SUBSIDY ON RENT: _____%

COMPLETED BY: _____ PHONE: _____ DATE: _____

On a scale of 1 to 10, with 10 being the most and 1 being the least, please indicate how much you agree with the following statements. If you do not know or if the question is not applicable, please leave the space blank.

AGENCY INFORMATION

1. It would be beneficial to be co-located w/ other agencies. ___ (Plz list agencies: _____)
2. It would be detrimental to be co-located w/ other agencies. __ (Plz list agencies: _____)
3. This facility will grow by 10% or more in the next 5 yrs. ___ Or, decrease by 10% or more in the next 5 yrs. _____
4. We intend to vacate this facility within the next 5 yrs. ___ We plan to move to _____(Area or City).
5. We estimate our moving costs will be $_____. Our budget for rent for FY _____is $_____
6. Moving to a new facility will be an advantage to our clients. _____, to our employees. _____.

SITE INFORMATION

7. Convenient access for clients is essential to our operation. _ Facility must be close to the highway. _, to bus stop. _
8. Visibility is very important for our facility. ___ Proximity to the Capitol Mall area (Boise area only) is important. ___
9. Proximity to other agencies is beneficial to us. ___ Plz list agencies: _____
10. Proximity to certain non-profit agencies would be beneficial to us. __ Plz list: _____
11. Some adjacent uses next to our facility would be objectionable. _ Plz list: _____
12. Clients should have free parking when they visit our facility. _ Employees should have free or reduced parking. ___
13. Our current location is working out well for our agency. ___

SPECIAL FACILITY NEEDS/AMENITIES	Rank (Scale of 1 to 10):	Currently have the following (Yes/No)
CONFERENCE ROOM		
BREAKROOM FOR STAFF		
HEARING ROOMS		
CUSTOMER SVC AREA		
COMPUTER ROOM		
FILE STORAGE		
CLASSROOMS		
LABORATORY		
EQUIPMENT STORAGE		
SHOP		
LIBRARY		
SECURED EVIDENCE RMS		
PLAYGROUND		
OTHER: _____		

14. Private offices are essential for this facility. _____ Number: _____ The open space concept works : ____
15. 24-hour security is essential for this facility. ___
16. This facility needs the following number of parking spaces: client, employee, state vehicles.

6 LEASE PROPOSAL RANKING SHEET

FOR OFFICE & RETAIL FACILITIES *PROPOSALS TO REMAIN STRICTLY CONFIDENTIAL UNTIL LEASE iS AWARDED*

AGENCY NAME: _____ PROPOSAL DUE DATE: _____

Offeror Company, Name & Phone Number		
Street Address Location		
Square Footage (NRA) Floors of Building		
Rent/Sq Ft (NRA)1st yr, 1st 5 yrs Rent Per Year- 1st yr, 1st 5 yrs Rent Increases & Pass-Thrus		
# Parking Spaces		
Handicap Access (Yes or No)	("No" disqualifies office & retail properties)	("No" disqualifies office & retail properties)

RATING (Total = 100)	FACTOR Type of Factor	**Proposal # 1** Comments/Notes	Score *	Score x Rating %	**Proposal # 2** Comments/Notes	Score *	Score x Rating %
	Load Factor/*Cost*						
	Rent – First yr/*Cost*	Budget is for $_____			Budget is for $_____		
	Rent-1st 5 yrs/*Cost*	Budget is for $_____ Fits within 5-year plan.____			Budget is for $_____. Fits within 5-year plan ____		
	Rent Escalation/*Cost*						
	Offeror Incentives/*Cost*						
	Finish Allowance/*Cost*						
	Free Parking/*Cost*						
	Site Issues/*Construction*						
	PropertyAmenities/*Construction*						
	Exterior Condition/*Construction*						
	Adequate Sq Ft/*Construction*						
	Interior Condition/*Construction*						
	Able to Expand/*Construction*						
	HVAC & Energy/*Construction*						
	Security/*Construction*						
	Offeror Capability/*Construction*						
	Parking/*Construction*						
	Adjacent Uses/*Location*						
	Employee Accessibility/*Location*						
	Visibility/*Location*						
	Bus Line/*Location*						
	Collocation Issues/*Location*						
	Public Access/*Location*						
	Agency Discretion/*Other*						
	Purchase Option/*Other*						

	Quality of Proposal/*Other*						
TOTALS							

*** Scoring Scale: 4=Excellent, 3=Good, 2=Fair, 1=Poor, 0= Unacceptable**

RANKED BY: _____ DATE: _____

7 RFP RATING FACTORS - FOR OFFICE AND RETAIL FACILITIES

AGENCY NAME:

CURRENT SQ FT: _____	**PROPOSED SQ FT:** _____	**CURRENT FTE:** _____	**PROPOSED FTE**: _____

Handicapped accessible (Yes or No)		A "No" will disqualify office and retail properties.

*Cost**	Load Factor	Percent of usable to net rentable area. (Typically rent is based upon net rentable area)	0% to 10% (0% if N/A)
Cost	Rent-1st year	Budget is $_____. Consider Lease/Purchase Analysis **Cost Ratio**.	10% to 15%
*Cost**	Rent-1st 5 yrs	Budget is for $_____. Fits within 5-year plan. Lease/Purchase Analysis Cost Ratio will need to be considered.	10% to 15%
*Cost**	Rent Escalation Provisions	Rate increases, if any, should be capped. Pass-throughs on bldg. expenses (taxes, insurance, common area maintenance).	0% to 5% (0% if N/A)
*Cost**	Offeror Incentives	Renewal options, free rent, reimbursement of moving costs, etc. Can be figured on a per square foot basis to obtain effective lease rate.	0% to 5% (0% if N/A)
*Cost**	Finish Allowance	Must be adequate to cover agency requirements. (For new construction should be approx. $20/SF; $4 to $5 will cover new carpet and paint in a remodeled space).	0% to 5% (0% if N/A)
*Cost**	Free Parking	What, if any, will the cost be for the parking? Figure on a per sq ft basis – (Cost per space x 12 months, divided by 250 sq ft.)	0% to 10% (0% if N/A)
Construction	Site Issues	Are utilities available to the site? Is the zoning appropriate? Any known environmental or construction issues? Does site drainage appear to be adequate?	0% to 5%
Construction	Property Amenities	On-site conference facility, break room, fitness facilities, library, on-site storage provided at no or reduced cost to tenants.	0% to 5%
Construction	Exterior Condition	Maintenance and condition of building.	0% to 10%
Construction	Adequate Sq Ft	Size and usability of space. Floor plate size, # of stories of bldg. may be issues. (Could also be used as a "Yes" or "No". A "No" would disqualify property.)	0% to 10%
Construction	Interior Condition	Maintenance and condition of building.	0% to 10%
Construction	Expansion Capability	Is a First Right of Refusal on adjacent space provided? Has agency grown extensively in this area? Multi-tenant bldgs may provide more flexibility than a single-user bldg.	0% to 5%
Construction	HVAC & Energy	Anticipated cost of energy and efficiency of heating and air conditioning system.	0% to 5%
Construction	Security	Safety of employees, clients & equipment (exterior lighting, security service, controlled access, fenced parking areas).	0% to 10%
Construction	Offeror Qualifications	Experience & financial ability to construct or remodel a facility, property mgmt experience.	0% to 5%
Construction	Parking	Adequate for clients and employees? Would there be a delivery area available?	0% to 10%
Location	Adjacent Uses	Are surrounding uses professional in nature? Will there be any noise or odor issues? Is the property in a flight pattern?	0% to 5%
Location	Employee Accessibility	Is the property easy to access? Is the property close to a major thoroughfare? Will traffic in the area create a problem?	0% to 10%
Location	Visibility	Is visibility critical to this operation?	0% to 3%
Location	Bus Line	Is the property close to a bus line?	0% to 5%
Location	Collocation Issues	Proximity to federal, state, local agencies offering reciprocal services.	0% to 3%
Location	Public Access	Is the property easy to find? Is the property close to a major thoroughfare? Will traffic in the area create a problem? Consider both auto and pedestrian access.	0% to 10%
Other	Agency Discretion	Other special requirements unique to Agency,	0% to 5%
Other	Purchase Option	Depending on location and 5-year plan, a "No" response from proposed Offeror might disqualify property from further consideration.	0% to 10%
Other	Quality of Proposal	Are there any incomplete items? Are there any inconsistent items?	0% to 3%
TOTALS			**100%**

***Cost should be between 30% to 45% of the total ranking.**

RANKED BY: _____ DATE: _____

8 FACILITY NEEDS PLAN

FIVE YEAR FACILITY NEEDS PLAN, pursuant to IC 67-5708B

FOR OFFICE SPACE & AFFILIATED USES

AGENCY INFORMATION						
AGENCY NAME:	**DEPT:**		**DIVISION:**		**CODE:**	
Prepared by:						
E-mail Address:						
Telephone Number:						
Fax Number:						
DFM Analyst:			**LSO/BPA Analyst:**			
Date:						

FACILITY INFORMATION *(SEE NOTE #1)*			
City:		**County:**	
Street Address:		**Zip Code:**	
Facility Ownership *(See Notes #2 & 3)* (Please put "X" in appropriate box)	**Private Party**	**State Agency**	
Function/Use of Facility *(See Note #4)*			
Comments *(See Note #5)*			
Current Costs Per Year (Approximate) *(See Note #6)* **:**			

ANY CHANGES ANTICIPATED IN THE NEXT 5 YEARS IN THIS FACILITY'S:	YES	NO
Number of Work Areas (Please put "X" in appropriate box)		
Square Feet / Size of Space (Please put "X" in appropriate box)		
Facility Costs (Please put "X" in appropriate box)		

SURPLUS PROPERTY *(See Note #7)* **:**				YES	NO
Is Facility Surplus to Your Needs? (Please put "X" in appropriate box)					
If Yes, Surplus Property Should be Disposed of in : (Please put "X" in appropriate box)	**FY 2001**	**FY 2002**	**FY 2003**	**FY 2004**	**FY 2005**

CURRENT AND PROJECTED NUMBER OF WORK AREAS (See Definition of Work Areas in Comments)	**FY 2001**	**FY 2002**	**FY 2003**	**FY 2004**	**FY 2005**
CURRENT AND PROJECTED SQUARE FEET:	**FY 2001**	**FY 2002**	**FY 2003**	**FY 2004**	**FY 2005**

PROJECTED TOTAL COST PER YEAR (Approximate):	**FY 2001**	**FY 2002**	**FY 2003**	**FY 2004**	**FY 2005**

REVIEW AND COMPILATION (Not for Agency Use)					
DFM (Compare to budget)		Other:	MOU	CMMP	PBFAC
DPW (Compare to Lse List & MOU's)		Cost Ratio:			
ADMIN (Consolidate by City)		Other:			
LSO/BPA (Compare to budget)					

A copy should also be sent to your budget analysts (DFM & LSO).

NOTES:

1 - FACILITY INFORMATION: Please list each facility separately by city and street address.

2 - PRIVATE PARTY: Leased from a private party.

3 - STATE AGENCY: Leased from other State entity or in State-owned office building.

4 - FUNCTION/USE OF FACILITY: Describe use of facility. Examples could be administrative office, client counseling services, hearing rooms, field offices, etc. Address any "specialized needs" which require additional footage. Do NOT deduct the square footage of your "specialized needs" from the "Current and Projected Square Feet". The "Current and Projected Square Feet" must agree with lease agreements and/or MOU's.

5 - COMMENTS: May be used to further describe use of facility, to address reasons for expanding or relocating, etc.

6 - CURRENT COSTS PER YEAR: Include annual rent, plus all other facility-related costs, such as utilities, janitorial service, property taxes, or building maintenance. If the agency is paying the Lessor for any improvements to the facility, then this must also be considered as a facility-related cost. Do not include telephone costs or rent discount. Use Calculation Sheet by clicking "Calculation Sheet" tab at bottom of this screen if you need assistance.

7 - SURPLUS PROPERTY: To be disposed of and funds re-utilized for replacement of building or renovation of facilities.

8 - CURRENT AND PROJECTED NUMBER OF WORK AREAS: Work areas would include areas occupied by full-time employees, contractors, seasonal employees, auditors, etc.

9 - CURRENT AND PROJECTED SQUARE FEET: Use net rentable square feet if in a facility leased from a private party; use "usable" square feet if in a State-owned facility. Typically, this will be the figure shown in the lease documents or MOU's.

10 - PROJECTED TOTAL COST PER YEAR: Include annual rent, plus all other facility-related costs, as described in Note #6 above. If future rent is not specified in lease agreement or is increased by annual CPI escalations, increase rent by 3% per year. Increase all other facility-related costs by 3% per year as well. Use "Calculation Sheet" on next worksheet if necessary. Do not include telephone cost or rent discount. If you anticipate moving to a new facility, you need to take into account any increase in square feet leased and estimate a new market rent for the new facility. Do NOT use your old rate per square foot - it may not be a realistic figure.

9 CALCULATION SHEET FOR FACILITY NEEDS PLAN

TO CALCULATE COST PER YEAR:					
ANNUAL RENT PAID TO LESSOR	FY 2001	FY 2002	FY2003	FY2004	FY2005
BASE UPON LEASE AGREEMENT OR MOU		$ -	$ -	$ -	$ -
UTILITIES (if not included in rent)	FY 2001	FY 2002	FY2003	FY2004	FY2005
USE UTILITY CALCULATOR BELOW TO SIMPLIFY PROCESS	$ -	$ -	$ -	$ -	$ -
JANITORIAL SERVICE (if not included in rent)	FY 2001	FY 2002	FY2003	FY2004	FY2005
JANITORIAL CALCULATOR BELOW MAY SIMPLIFY PROCESS	$ -	$ -	$ -	$ -	$ -
BLDG MAINTENANCE (if not included in rent)	FY 2001	FY 2002	FY2003	FY2004	FY2005
BLDG MAINTENANCE CALCULATOR BELOW MAY HELP	$ -	$ -	$ -	$ -	$ -
COST OF PARKING (if not included in rent)	FY 2001	FY 2002	FY2003	FY2004	FY2005
USE PARKING CALCULATOR BELOW TO SIMPLIFY PROCESS	$ -	$ -	$ -	$ -	$ -
TENANT IMPROVEMENTS (if paid in addition to rent)	FY 2001	FY 2002	FY2003	FY2004	FY2005
TENANT IMPROVEMENT CALCULATOR MAY HELP	$ -	$ -	$ -	$ -	$ -
OTHER (if paid in addition to rent)	FY 2001	FY 2002	FY2003	FY2004	FY2005
OTHER EXPENSES CALCULATOR MAY SIMPLIFY PROCESS	$ -	$ -	$ -	$ -	$ -
TOTAL	FY 2001	FY 2002	FY2003	FY2004	FY2005
Totals do NOT transfer automatically to 5 year Plan.	$ -	$ -	$ -	$ -	$ -

UTILITY CALCULATOR	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct
Electricity										
Water & Sewer										
Gas										
Other Utilities										
Total	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

JANITORIAL CALCULATOR	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct
Cleaning Service										
Other Exp (Paper Products & Cleaning Supplies)										
Total	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

BLDG MAINTENANCE CALCULATOR	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct
Service Contracts										
Other Expense (Materials, Labor, etc.)										
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

TENANT IMPROVEMENT CALCULATOR		
Was this paid within last 3 years and in less than 12 payment		Example
If yes, please indicate the total amount paid	$0	$ 12,000
Length of current lease (in # of years)	1	3
Cost Per Year	$ -	$ 4,000
- OR -		
Has this amount been amortized (spread out over term of lease)?		
If yes, please show the total amount due per mon	$0	$ 52
The number of months the amount is due	-	36
Total Tenant Improvement Cost	$ -	$ 1,872
Length of current lease (in # of years)	1	3
Cost Per Year	0	$624

PARKING CALCULATOR	
Does the agency pay for any parking spaces?	
If yes, please indicate the total number of spaces	
Cost per space per month	
Cost Per Year	

OTHER EXPENSES CALCULATOR	
Taxes paid by agency to Lessor (Show annual cost)	$0
Insurance paid by agency to Lessor (Show annual cost)	
Operating Expenses paid by agency to Lessor (Show annual cost)	
Other Expenses paid by agency to Lessor (Show annual cost)	
Cost Per Year	$0

FACILITY: Please list each facility separately by city and street address.
PRIVATE PARTY: Leased from a private party.
STATE AGENCY: Leased from other State entity or in State-owned office building.
FUNCTION/USE OF FACILITY: Describe use of facility. Examples could be administrative office, client counseling services, hearing rooms, field offices, etc. Address any "specialized needs" which require additional footage. DO NOT deduct the square footage of your "specialized needs" from the "Current and Projected Square Feet"! The "Current and Projected Square Feet" must agree with lease agreements and/or MOU's.
COMMENTS: Comments may be used to further describe use of facility, to address reasons for expanding or relocating, etc. Indicate the number of FTP, group positions, independent contractors and other people, such as auditors, using the facility. Indicate amount of space provided to other entities, such as other State agencies, federal agencies, etc. and indicate the amount they pay for the facility.
CURRENT COST PER YEAR: Include annual rent, plus all other facility-related costs, such as utilities, janitorial service, property taxes, or building maintenance, the agency is paying the Lessor for any improvements to the facility. (This must be included as a facility-related cost as well). Do not include telephone costs or rent discounts. Use calculation sheet by clicking "Calculation Sheet" tab at the bottom of screen if you need assistance. Deduct the amount of rent received from other entities, such as other State agencies, federal agencies, etc., from the rent total.
SURPLUS PROPERTY: To be disposed of and funds re-utilized for replacement of building or renovation of facilities. This could also include leased facilities if the leased premises are to be vacated prior to the expiration of the lease.
CURRENT AND PROJECTED NUMBER OF WORK AREAS: Work Areas would include areas occupied by full time personnel, contractors, seasonal employees, auditors, etc. (3 people working in 1 office area would be 3 work areas).
CURRENT AND PROJECTED SQUARE FEET: Use net rentable square feet if in a facility leased from a private party; use "usable" square feet if in a State-owned office facility. Typically, this will be the figure shown in the lease documents or MOU's.
PROJECTED TOTAL COST PER YEAR: Include annual rent, plus all other facility-related costs, as described above in "Current Costs Per Year". If the

10 STATE LEASE AGREEMENT

LEASE AGREEMENT FOR SPACE

THIS LEASE AGREEMENT FOR SPACE ("Lease Agreement") is entered effective upon the date of the last required signature (the "Effective Date"), by and between _____ **Tax ID #** _____ (the "Lessor"), and the STATE OF IDAHO, by and through _____ (the "Lessee"), for the leasing of that real property described below and referred to as the "Premises." The Lessor and the Lessee may be referred to collectively as the "Parties." The Parties specifically agree and acknowledge that the approval signature of the State Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

WITNESSETH

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

1. Lease of Premises. The Lessor does hereby demise and lease to the Lessee the Premises situated in the City of _____, County of _____, State of Idaho, known and described as follows: _____.

2. Term. The term of this Lease Agreement is _____ months. As time is of the essence, the term of this Lease Agreement shall begin on _____ and shall end at midnight on _____. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement. The Lessee may, at the expiration of the term of this Lease Agreement and without the necessity of renewing said Lease Agreement, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Agreement for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.

SAMPLE

3. Payment. The Lessee shall pay to Lessor a fixed payment for the term of this Lease Agreement in monthly installments of approximately _____ each. The lease payment shall be computed at a rate of _____ per square foot, per year. The total square footage of the Premises is _____, subject to measurement using BOMA standard. The total yearly lease payment is _____. Upon election by the Lessee to pay in advance __ quarterly**,** __ semi-annually, or __ annually, the Lessor shall allow Lessee a discount of ___**%**. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.

4. Acceptance of Premises. Lessor shall deliver the Premises to Lessee in accordance with floor plans and specifications attached to this Lease Agreement as Exhibit A, and incorporated herein by reference. Prior to or at occupancy, Lessee shall provide Lessor with a written statement acknowledging inspection and acceptance of the Premises. Anything contained in this

Lease Agreement notwithstanding, Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.

5. No Waste; Repairs. Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures. Lessee further covenants that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear excepted. Repairs, except those actually necessitated by Lessee's waste, disfigurement or defacement, and except for repairs required by the removal of Trade Fixtures as provided for in Paragraph 13 of this Lease Agreement, shall be made solely at the Lessor's expense. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

6. Services and Parking. The Lessor covenants that it will provide, perform, and pay for the services, maintenance and parking as follows:

A. Utilities:

Domestic water and sewer.
Electricity.
Natural Gas.
Irrigation.

B. Facility Repair and Maintenance:

General Building structure and related equipment (Interior and Exterior).
Heating system and related equipment.
Cooling and air handling systems and related equipment.
Electrical systems and related equipment.
Sewer and plumbing systems and related equipment.
Exterior lighting including landscaped areas, parking area and walkway.
Cleaning ground and parking area of debris **X** weekly _ other: _____.
Common area janitorial service **X** daily (excluding weekends and holidays) _ other: .
Trash removal from property **X** weekly __ other: _____.
Furnishing of all washroom materials, including paper products, soap, cleaning supplies and equipment.
Light bulb and fluorescent tube replacement.
Ice and snow removal prior to start of each business day.
Directory sign with Lessee name.
Door sign with Lessee name.
Lawn and shrubbery care weekly during season.

C. Custodial Services:

Complete janitorial service **X** daily (excluding weekends and holidays) __ other: _____ and as further defined in "Janitorial Standards" attached as Exhibit B.
Trash removal from Premises **X** daily (excluding weekends and holidays) __ weekly _ other: _____
Window cleaning **X** quarterly __ other: _____
Carpet spot cleaning __ semi-annually __ annually **X** as needed.
Shampoo carpet **X** semi-annually _ annually _ as needed.

D. Parking:

SAMPLE

A total of __ lighted and paved automotive parking spaces (including __ of which will be secured) will be maintained with adequate ingress and egress available. Handicapped spaces will be provided equal to the requirements of the Americans With Disabilities Act (ADA).

7. Special Provisions.

A. Taxes. Lessor shall pay and discharge all taxes and assessments whatsoever charged against the Premises whether charged by federal, state, county, city or other public authority.

B. Other Special Provisions. No other special provisions exist.

8. Failure to Repair, Maintain or Service. In the event that the Lessor shall fail or refuse to makesuch repairs, perform such maintenance, provide such services, or to take any other action required of the Lessor pursuant to this Lease Agreement, Lessee shall give Lessor reasonable notice and time to cure and, failing such cure, Lessee may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and deduct such sums expended doing so from the lease payments due to the Lessor. In the event that such failure or refusal prevents Lessee from occupying any or all of the Premises, Lessee may deduct a pro rata sum from its lease payments equal to the greater of the monthly cost per square foot of those Premises not acceptable for occupancy or the actual cost incurred by the Lessee to secure and occupy alternate premises. Lessee's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Lease Agreement, at law or in equity.

9. Personal Injury Damages. Subject to any applicable provisions of the Idaho Tort Claims Act, Lessee agrees to defend and hold Lessor harmless for any and all claims based on proven personal injury damages suffered by public business invitees of the Lessee, provided, however, that Lessee shall have such obligation only for injury and damages resulting from the negligent acts or omissions of employees of the Lessee and shall have no such obligation related to acts or omissions of employees or invitees of the Lessor.

SAMPLE

10. Indemnification. Lessor hereby agrees to defend, indemnify and save Lessee harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Lessee may incur, by reason of any act or omission of the Lessor, its employees or agents or any breach or default of the Lessor in the performance of its obligations under this Lease Agreement. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the Lessee.

11. Use of Premises. Lessee shall use the Premises for the following purposes:

_____

Lessor warrants that, upon delivery, the Premises will be in good, clean condition and will comply with all laws, regulations or ordinances of any applicable municipal, county, state, federal or other public authority respecting such use as specified above. Lack of compliance shall be an event of default and shall be grounds for termination of this Lease Agreement.

12. Fire or Damage.

A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of Lessee so as to render the Premises unfit for occupancy by Lessee, this Lease Agreement shall be automatically terminated and at an end. Lessee shall immediately surrender the Premises to Lessor and shall pay rent only to the time of such surrender. If comparable and acceptable office space can be provided by the Lessor within thirty (30) days of the date of destruction or damage, the Lessee may elect, at its sole

option, to relocate to such substitute office space and all relocation costs shall be at the sole expense of the Lessor. Rents will be continued upon occupancy at the lesser of: (i) the current lease rate; or (ii) the market rate for the substitute space. Such relocation shall be for the remainder of this Lease Agreement or any extension.

B. Some Portion Fit for Occupancy.

(i) Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) days to as good a condition as originally received, the Lessee may elect to continue this Lease Agreement and Lessor shall have the option to restore the Premises. Lessee shall give written notice of its intention to continue this Lease Agreement within thirty (30) days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, the Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.

(ii) If the Lessor elects to restore or rebuild pursuant to the option provided in paragraph 12.B.(i), the rents otherwise due Lessor by Lessee shall be abated equal to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Lessee is unable to occupy all or part of the Premises during the restoration then, at the option of the Lessee, the Lessee may be relocated to comparable and acceptable office space and all relocation costs shall be at the sole expense of the Lessor. If such restoration or rebuilding exceeds ninety (90) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination.

C. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has prepaid rent, the Lessor shall, within ten (10) days from the date of notification of termination by the Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that the Lessor does not timely remit the full amount of any prepaid rent to the Lessee, the Lessee shall be entitled to collect the full amount of its prepaid rent from insurance proceeds in the manner set forth in this Lease Agreement.

SAMPLE

13. Alterations. Except as otherwise agreed, subsequent to the Effective Date and during the term of this Lease Agreement and any extension, neither Lessor nor Lessee shall make any alterations, additions or improvements to the Premises without the prior written consent of the other. Any and all alterations and improvements made by Lessee shall be made at Lessee's sole expense and, subject to the exception for Trade Fixtures provided below, shall, upon termination of this Lease Agreement, and without disturbance or injury, become the property of the Lessor, and shall remain in and be surrendered with the Premises. Any such alterations, whether performed by Lessor or Lessee, must be made in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Notwithstanding any other provision of this Lease Agreement, Trade Fixtures, as defined in this Lease Agreement, installed by Lessee shall, at the option of the Lessee, not become the property of the Lessor and, upon the termination of this Lease Agreement, the Lessee may remove such Trade Fixtures and return the Premises in as close to original condition as possible, reasonable wear and tear excepted. For purposes of this Lease Agreement, a Trade Fixture is defined as personal property used by the Lessee in the conduct of its business and includes items such as, but not limited to, shelves and reception counters.

14. Default. In the event that either party shall default in the performance of any material term, covenant, or condition of this Lease Agreement, the party not in default may at its option terminate this Lease Agreement. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) business

days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should Lessee be in default by surrendering occupancy of the Premises in some manner violative of the terms of the Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued rent therefor; provided, however, the Lessor shall exercise due diligence to mitigate any and all future losses of rent or damages that may result due to the failure of the Lessee to occupy the Premises.

15. Sufficient Appropriation by Legislature Required. It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments. All future rights and liabilities of the Parties shall thereupon cease within ten (10) days after the notice to the Lessor. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from State legislative appropriations.

16. Assignment by Lessee - Right to Terminate Lease Agreement at Direction of Idaho Department of Administration. The parties to this Lease Agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 57, Idaho Code, and, specifically, the right of that department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate the Lease Agreement at any time after a one-year period from the date of the commencement of the Lease Agreement as determined under Paragraph 2, provided the Lessee is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later. Additionally, the Department of Administration, at its option, upon providing thirty (30) days' written notice to the Lessor, may relocate the Lessee and assign the space to another state agency, department or institution. The provisions of the Lease Agreement will continue in full force and effect upon such assignment by the Department of Administration.

SAMPLE

17. Officials, Agents and Employees of Lessee Not Personally Liable. It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

18. Relation of Parties. The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

19. Notices. Any notice required to be served in accordance with the terms of this Lease Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Lessee shall be sent to the Lessor's last known address at _____ and any notice required to be

sent by the Lessor shall be sent to the address of the Premises and to the Lessee's address in Boise, i.e., _____. A copy of any such notice shall also be sent to the Department of Administration, Division of Public Works, Attn: State Leasing Manager, Post Office Box 83720, Boise, ID 83720-0072. In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

20. Insurance. The Lessor shall maintain an insurance policy (or policies) for the purpose of insuring any property and liability risks regarding the Premises. Any such policy obtained by the Lessor shall be at its sole and absolute expense, and Lessee shall have no obligation to obtain or pay for such insurance. In the event that the Lessee shall prepay rent in the manner set forth in this Lease Agreement, the insurance policy (or policies) obtained and maintained by the Lessor shall identify the Lessee as a named insured under the terms of the policy. Any such insurance policy shall further state that the Lessee shall be entitled to receive insurance proceeds in the full amount of any prepaid rent prior to any distribution of insurance proceeds to the Lessor or any other third party not having an insurable interest in the Premises. The Lessor shall provide the Lessee with a copy of its insurance policy on or before the term this Lease Agreement commences. The Lessee acknowledges that its personal property is subject to coverage in accordance with state law.

21. Termination. This Lease Agreement shall automatically terminate at the end of its term unless otherwise continued, terminated or renewed in accordance with the terms of this Lease Agreement.

22. Heirs and Assigns. The terms of this Lease Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Lessor and the Lessee in like manner as to the original parties. An assignment of this Lease Agreement by the Lessor must be approved by the prior written consent of the Lessee, which consent shall not be unreasonably withheld.

SAMPLE

23. Nonwaiver. The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.

24 Modification. This Lease Agreement may be modified in any particular only by the prior written consent of authorized representatives of the Lessor and Lessee. **Anything else contained herein notwithstanding, modifications to this Lease Agreement shall be of no force and effect until approved in writing by the Department of Administration, Division of Public Works.**

25. Renewal. This Lease Agreement may be renewed by the written consent of the Lessor and Lessee provided such consent is rendered sixty (60) days in advance of the expiration of the term of this Lease Agreement. Notice of Lessor's offer to renew shall be given by the Lessor one hundred twenty (120) days prior to the expiration of this Lease Agreement, including any extension. Lessee will have thirty (30) days to respond to Lessor's offer. If agreement is not reached by sixty (60) days prior to the expiration of the Lease Agreement, Lessor may lease the Premises to another party, but not on more favorable terms than offered to Lessee, without first giving Lessee ninety (90) days to accept or reject those new terms.

26. Asbestos and Health Hazards. Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknown or existing health hazard including, but not limited to, such hazards which may exist due to the use or suspected

use of asbestos or asbestos products in the Premises. The Lessor warrants that it has inspected the Premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor. Any asbestos abatement costs, and any other repair or renovation costs associated with asbestos or other health hazard, as well as moving costs and consequential damages, will be at the sole expense of the Lessor.

27. Non Discrimination. The Lessor hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975 and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Lessor further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Lessor hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, and to comply with all amendments to these acts and pertinent federal rules and regulations regarding these acts during the term of the Lease Agreement.

SAMPLE

28. Handicap Accessibility. Any space leased by the State of Idaho will meet or exceed standards for handicap accessibility as set forth in the American National Standards Institute A117-1, 1992; Americans With Disabilities Act, Public Law 101-336 and applicable regulations; Uniform Building Code Chapter 11, and federal regulations applicable to the occupying agency.

29. Executive Order 99-06. All buildings owned or maintained by any state government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards, the Uniform Building Code, the Uniform Mechanical Code and the Uniform Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety and the Permanent Building Fund Advisory Council.

30. Executive Order 2000-12. Executive Order 2000-12 requires that long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of all state buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 13 of the Uniform Building Code, 1997 Edition; (ii) use of alternative energy sources; (iii) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (iv) "state-of-the-art" systems and equipment to conserve energy economically.

31. Executive Order 2000-01. Executive Order 2000-01 requires that all state-owned or state-lease buildings, facilities or area occupied by state employees shall be designated as "non-smoking" except for custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities.

32. Material Representations. The Parties agree and acknowledge that the representations and acknowledgments made in this Lease Agreement are material and the Parties have relied upon them in entering this Lease Agreement.

33. Severability. If any term or provision of this Lease Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be continued and enforced as if the invalid term or provision were not contained in this Lease Agreement.

34. Lessor's Right to Lease. The Lessor warrants that it is lawfully possessed of the Premises and has good, right and lawful authority to enter into this Lease Agreement and that the Lessor shall put the Lessee into actual possession of the Premises at the commencement of the term of this Lease Agreement and shall ensure to the Lessee the sole, peaceable, and uninterrupted use and occupancy of the Premises during the full term of this Lease Agreement and any extension.

SAMPLE

35. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease Agreement.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as set forth above.

LESSOR: _____

_____

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of _____ as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____

Commission expires on _____ Residing at _____

LESSEE: _____

_____

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of _____ as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____

Commission expires on _____ Residing at _____

APPROVED BY:

_____ _____

State Leasing Manager Date
Division of Public Works, Department of Administration

SAMPLE

EXHIBIT B
JANITORIAL STANDARDS

Janitorial service shall be rendered:

☐ Daily ☐ 2 Times per Week ☐ 3 Times per Week ☐ Weekly,
(excluding weekends and State holidays)

OFFICE AREAS

DAILY

a. Empty all waste containers and replace liners as needed.
b. Remove all trash to disposal areas.
c. No smoking in buildings.
d. Spot clean all interior partition glass.
e. Wash both sides of glass doors.
f. Remove fingerprints from around doors and light switches.
g. Power vacuum all carpeted areas.
h. Spot clean carpeted areas.
i. Dust mop all hard-surfaced floors. Damp mop to remove any spills or soil.
j. Secure all suite doors and turn off all lights.

WEEKLY

a. Dust all lower areas of chairs, file cabinets, desks, etc.
b. Dust tops of picture frames and high ledges.
c. Dust both sides of partitions and other vertical surfaces.
d. Damp mop and spray buff tile floors as needed.
e. Dust all levelor blinds
f. Dust tops of all furniture, window ledges, telephones, partitions, file cabinets, radiators and other horizontal surfaces.

MONTHLY

a. Light scrub, machine clean or spray buff all resilient tile floors.
b. Power vacuum upholstered furniture.
c. Dust all window ledges.

EVERY SIX MONTHS

a. Strip and refinish all tile floors. Buff to shine.
b. Clean all baseboards and doorjambs.
c. Shampoo (or steam clean) carpeting.

LAVATORIES

DAILY

a. Empty and clean waste receptacles.
b. Replenish all paper towel, tissue and handsoap dispensers.
c. Dust all ledges, dispensers and partitions.
d. Clean top, bottom and side surfaces, inside and out of all stools and urinals using a disinfectant cleaner.
e. Clean both sides of stool seats using a disinfectant cleaner.
f. Clean and polish all bright work.
g. Clean wash basins inside and out.

h. Clean mirrors and counter tops.
i. Mop all floors using a disinfectant cleaner.
j. Report any malfunctioning equipment or vandalism to supervisor.
k. Level all blinds.

WEEKLY

a. Wipe down all partitions, doors and walls using a disinfectant cleaner.
b. Clean stools and urinals with non-acid bowl cleaner as needed.
c. Clean baseboards using a disinfectant cleaner.
d. Clean baseboards using a disinfectant cleaner.
e. Dust all levelor blinds.
f. Add water to floor drains.

MONTHLY

a. Machine scrub restroom floors.
b. High dust all walls and air diffusers.
c. Damp wipe and clean wall tile using a disinfectant cleaner.
d. Remove any wax or soap residue along wall perimeters.

LOBBY OR ENTRY AREA

DAILY (or more frequently if required during the day)

a. Power vacuum carpets, spot clean soil and spills as needed.
b. Clean and disinfect all drinking fountains.
c. Clean both sides of entrance doors and metal around doors.
d. Clean directory sign, tables.
e. Spot clean all partition glass and plant containers.
f. Spot clean all wood paneling and baseboard.
g. Level all blinds including entry area.
h. Sweep hard floor.

WEEKLY

a. Dust all top ledges and walls.
b. Spray buff and clean hard floors.
c. Wash all partition glass and plant containers.
d. Power vacuum all upholstered furniture.
e. Clean all wood paneling.
f. Dust all levelor blinds.
g. Damp mop hard floors.

ELEVATOR

DAILY

a. Power vacuum and spot clean carpets.
b. Dust all walls and ledges.
c. Damp wipe fingerprints and smudges from all surfaces.

WEEKLY

a. Shampoo elevator carpet as needed.

STAIRWAY

DAILY

a. Sweep or power vacuum all stairs.
b. Dust handrails.
c. Spot clean as needed.

WEEKLY

a. Damp mop stairs.
b. Spot clean doors.
c. Wipe off spots on walls and doors.
d. Report any burnt out lights to management office.

EXTERIOR

DAILY

a. Sweep entry tiles.
b. Spot clean entry doors.
c. Empty and clean ashtrays and change sand as necessary.

WEEKLY

a. Hose down entry tiles.

COMMON AREAS (HALLWAYS)

DAILY

a. Power vacuum and spot clean carpets.
b. Spot clean walls.
c. Dust blinds and set all to same position.
d. Clean and disinfect all drinking fountains.

WEEKLY

a. Dust all blinds.
b. Dust tops of doorframes.

MONTHLY

a. Clean all baseboards and doorjambs.

11 LEASE PROPOSAL FORM

LEASE PROPOSAL FOR: _____

LOCATION:_____ PROPOSED OCCUPANCY DATE:_____

THE OFFEROR

PROPOSAL SUBMITTED BY _____(Company)

_____(Contact Person)

_____(Street Address

_____(City, State, ZIP)

_____(Phone/Fax/Email)

CREDIT REFERENCES (Please provide three verifiable references as noted below):

BANK REFERENCE: _____(Company)

_____(Contact Person)

_____(Street Address)

_____(City, State, ZIP)

_____(Phone/Fax/Email)

TRADE REFERENCE: _____(Company)

_____(Contact Person)

_____(Street Address)

_____(City, State, ZIP)

_____(Phone/Fax/Email)

TENANT REFERENCE: _____(Company)

_____(Contact Person)

_____(Street Address)

_____(City, State, ZIP)

_____(Phone/Fax/Email)

QUALIFICATIONS (Please provide information as noted below):

COMMERCIAL DEVELOPMENT EXPERIENCE: _____

_____

_____

_____

_____

(Please provide brief narrative detailing size and nature of properties developed, locations and tenancies. A copy of your company's professional brochure may be attached to this proposal as additional information.)

COMMERCIAL PROPERTY MANAGEMENT EXPERIENCE: _____

_____

_____

_____

(Please provide brief narrative detailing size and nature of properties managed, professional designations in property management, if any, landlord/tenant relationships with other governmental entities, etc. A copy of your company's professional brochure may be attached to this proposal as additional information.)

CAUTION: Any incomplete items in this proposal form may cause proposal to be discarded.

LEASE PROPOSAL FORM Page Two

LEASE PROPOSAL FOR: _____

LOCATION:_____PROPOSED OCCUPANCY DATE:_____

COST OF THE FACILITY

RENT SCHEDULE: Please fill in each yrs' rent. The RFP requests a full-service lease. If any expenses such as utilities or janitorial are not included in the rent, please note on the line below the rent schedule.

Initial Lease Term	Annual Rent	Rent per Sq Ft per Year*	Option Period	Annual Rent	Rent/ Sq Ft/ Year*
Year 1	$	$	Year 6	$	$
Year 2	$	$	Year 7	$	$
Year 3	$	$	Year 8	$	$
Year 4	$	$	Year 9	$	$
Year 5	$	$	Year 10	$	$
Years 1-5	$	$	Years 6-10	$	$

ITEMS NOT INCLUDED IN RENT: _____

RENT ESCALATION PROVISIONS: The State prefers a flat lease rate during the Initial Lease Term. Proposals without escalations will be given the highest points. All others will be prorated according to the perceived degree of cost exposure to the State.

CONSUMER PRICE INDEX BASE YR: _____				**FIXED INCREASE %:** _____ **$/Sq Ft*:** ____			**BASE YR EXPENSE STOP**						
							Base $/Sq Ft*						
Initial Lease Term	Yes	No	% Cap	Initial Lease Term	Yes	No	Initial **Lease Term**	Taxes	Insur	Util	Janit	Common Area Maint	% Cap
Yr 1			%	Yr 1			Yr 1						
Yr 2			%	Yr 2			Yr 2						
Yr 3			%	Yr 3			Yr 3						
Yr 4			%	Yr 4			Yr 4						
Yr 5			%	Yr 5			Yr 5						

DIRECT PASS-THROUGH OF BUILDING EXPENSES							**WHAT WOULD BE CHARGED AS COMMON AREA MAINTENANCE**
% of BLDG AREA:							
$/Sq Ft*							
Initial Lease Term	**Taxes**	**Insur**	**Util**	**Janit**	**Common Area Maint**	**NNN Lease**	
Yr 1							
Yr 2							

Yr 3								
Yr 4								
Yr 5								

CAUTION: Any incomplete items in this proposal form may cause proposal to be discarded.

**Rent & Costs per Sq Ft to be based upon Net Rentable Area, as established by the BOMA method for measuring floor space.*

LEASE PROPOSAL FORM Page Three

LEASE PROPOSAL FOR: _____
LOCATION:_____ PROPOSED OCCUPANCY DATE:_____
_____

COST OF THE FACILITY (CON'T)

TENANT FINISH ALLOWANCE: The State prefers the facility be finished according to the needs and specifications of the agency. Since we do not wish to expose the agencies to any unanticipated financial outlay, we require that all potential tenant finish costs be disclosed. Please provide these costs on a per square foot basis. Proposals with higher finish allowance will be given higher points. All others will be prorated according to the perceived degree of cost exposure to the State. In order to control costs, any changes to the plans after they are approved by the agency must be in writing and must include a cost estimate. Allowance for Tenant Finish: $ _____

Based upon: Net Rentable Area _ Usable Area _____
Other: _____Please detail: _____

Does the Tenant Finish Allowance includes space planning cost and architectural fees? If so, how much is estimated towards these costs? $_____.

Do you anticipate that the agency's stated needs will exceed the Tenant Finish Allowance as noted above?
_____(Yes) _____(No) If yes, Cost: $_____.

Please provide any recommendations to reduce the tenant finish cost to the Lessor (which will ultimately result in cost savings to both Lessor and the State): _____
_____
_____

PHONE/DATA WIRING ALLOWANCE: The State prefers the data and phone wiring be performed by the Lessor to minimize disruptions to the Agency and damages to the facility. We realize it may be difficult to accurately determine the cost of these items until more specific plans and specifications can be agreed to between the parties. We, therefore, request that the Offeror provide an allowance towards this anticipated Lessor expense.

Allowance for Data/Phone Installation: $_____

Based upon: Net Rentable Area _ Usable Area _____ Other: _____Please detail: _____

Are fiberoptics available? _____

LESSOR INCENTIVES TO LEASE SPACE: The State can potentially provide a Lessor with a long-term tenancy and the security of a viable tenant. As such, please detail any financial incentives you would be willing to offer to offset the agency's moving expense and financial exposure:

Rent Discount For Annual Prepayment Of The Lease: _____%. (Rent will be prorated based upon the State's fiscal Yr, which begins in July of each Yr).

Moving Expense Reimbursement: $_____. The ____ anticipates its moving expense will be $_____. Additional Services: _____
_____
_____
_____.(Several examples would be enhanced building maintenance, additional services, provision of additional amenities which the Offeror feels will enhance the proposal beyond what is requested.)

Other Incentives: _____

_____

_____

_____

_____ (Several examples would be free rent for a stated period of time, no escalations in rent for a stated period of time, allowance toward office furniture, additional tenant finish allowance, first right of refusal on adjacent space, etc.)

CAUTION: Any incomplete items in this proposal form may cause proposal to be discarded

LEASE PROPOSAL FORM Page Four

LEASE PROPOSAL FOR: _____

LOCATION:_____ PROPOSED OCCUPANCY DATE:_____

_____

THE FACILITY

SQ FT: _____(Usable) _____(Net Rentable) _____(Gross) Load Factor: _____%

Please attach a floor plan to this Lease Proposal which will indicate how the Proposed Facility will fit within the configuration of the building. The State does not wish to have the Offeror expend a large amount of funds on initial floor plans and renderings since agency review will generally cause revisions. We are seeking more of a rough floor plan to provide the committee with a concept of the facility.

DESCRIPTION OF FACILITY: _____(Date of Construction)

____(New Construction) _____(To Be Built) _____(To Be Renovated) _____(As Is)

_____(Single User Facility) _____(Multi-tenanted Bldg.)

____(Single-Story Bldg) _____(Multi-storied Bldg - _____# of Floors - _____Floor Plate Size

Would any expansion areas be available to the State in the future? _____(Sq Ft) _____(No)

QUALITY OF LEASED SPACE:

Carpet weight: _____ Windows: __Single glazed _____Double glazed _____

Window coverings: _____(Exterior windows) _____(Interior windows)

Class of Bldg: _____

(Please detail overall quality of the leased space, by "Class A", "Class B", Class C" type space classifications as commonly used in the real estate industry. Photos and a property brochure may be attached to this proposal as supplemental information.)

Type of HVAC System: _____

Offeror agrees to meet or exceed the handicapped accessibility requirements by ADA, including the interior of the facility and all site improvements._____(Yes) _____(No) Exceptions, if any

_____

PROPERTY AMENITIES: _____

_____

_____

_____

(Amenities available at the facility, such as fiberoptics,on-site conference room, breakroom, fitness facility, library, on-site storage. Photos and a property brochure may be attached to this proposal as supplemental information.)

PROFESSIONAL STAFF:

ARCHITECT: _____(Company)

(must be licensed in _____(Contact Person)

the State of Idaho) _____(Credentials)

_____(Street Address)

_____(City, State, ZIP)

_____(Phone/Fax/Email)

ENGINEER: _____(Company)

(must be licensed in the State of Idaho)	_____ (Contact Person)
	_____ (Credentials)
	_____ (Street Address)
	_____ (City, State, ZIP)
	_____ (Phone/Fax/Email)

CAUTION: Any incomplete items in this proposal form may cause proposal to be discarded

LEASE PROPOSAL FORM Page Five

LEASE PROPOSAL FOR: _____

LOCATION:_____ PROPOSED OCCUPANCY DATE:_____

THE FACILITY (CON'T)

SPACE PLANNER: _____(Company)

(must be licensed in _____(Contact Person)

the State of Idaho) _____(Credentials)

_____(Street Address)

_____(City, State, ZIP)

_____(Phone/Fax/Email)

PROPERTY MANAGEMENT: _____(On-site) _____(Off-site, located @ _____

_____(Company)

_____(Contact Person)

_____(Credentials)

_____(Street Address)

_____(City, State, ZIP)

_____(Phone/Fax/Email)

SERVICES INCLUDED IN LEASE:

Utilities: _____Electricity _____Gas _____Water _____Sewer _____Other(_____)

Services: __ Janitorial Service, with a frequency of _____ times per week.

____Snow Removal _____Landscape Maintenance _____Security ___ Patrol/Service

____Facility Maintenance and Repair

PARKING:

_____(# of Employee Spaces) _____(# of Client Spaces) _____(# of ADA Spaces)

Parking is ___(Off-street) _____(On street) _____(Paved) _____(Gravel)

Would a secured or fenced parking area be available for State vehicles? ___(# of Spaces) _____(No)

Would there be any cost for the use of this parking? ___(Yes) _____(No) If yes, Cost: $_____

SITE:

_____(Current Zoning) _____(Proposed Zoning) Is a design review required?__(Yes)_____(No)

Will the current zoning designation present any timing issues: _____

Are public utilities available to the site? _____(Yes)____(No). If no, detail potential issues and proposed resolution: _____

Has a Phase One Report been completed? _____(Yes)____(No) Are there any known environmental issues? _____(Yes)____(No). If yes, detail potential issues and proposed resolution: _____

_____

Are there any anticipated land development issues: _____(Yes)__(No) If yes, detail potential issues and proposed resolution:_____

Is exterior lighting in parking/loading area planned (or already in place)? ___(Yes) _____(No)

LEASE/PURCHASE OPTION

In some cases, the State may be seeking to acquire facilities to meet its long-term facility needs.

The Offeror would provide a lease/purchase option for this facility: ___(Yes) _____(No)

Proposed Purchase Price	**Yr of the Lease**	**Comments and Terms of Purchase**

CAUTION: Any incomplete items in this proposal form may cause proposal to be discarded.

LEASE PROPOSAL FORM Page Six

LEASE PROPOSAL FOR: _____

LOCATION:_____ PROPOSED OCCUPANCY DATE:_____

_____

LOCATION OF THE FACILITY

LOCATION OF THE FACILITY: _____(Street Address)

_____(City, State, ZIP)

NEAREST CROSS STREETS: _____

_____

ADJACENT PROPERTY USES:

_____(to the East

_____(to the West)

_____(to the North)

_____(to the South)

PROXIMITY TO BUS ROUTE:_____(# of Blocks)

PROXIMITY TO FEDERAL, STATE AND LOCAL AGENCIES WITHIN 1 MILE RADIUS: _____

_____

_____

BENEFITS OF THIS LOCATION TO THE STATE: _____

_____

_____

_____

_____

_____

(Please provide brief narrative detailing amenities available and other benefits to this location, etc. A copy of the property brochure may be attached to this proposal as additional information.)

CERTIFICATIONS

1. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of ninety (90) days from the deadline for receipt of proposals unless the property is leased to another party; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining Lease signature and approval. If the proposed property is leased to another party, I agree to immediately notify the Division of Public Works in writing so the property may be removed from consideration.
2. It is the objective of the Division of Public Works to obtain the highest quality space at a competitive market rate. All terms listed in the proposal shall be subject to negotiation between the Offeror and the committee. No understanding, whether oral or written, whether make prior to or contemporaneously with the lease negotiations, shall serve to enlarge, modify, limit or otherwise affect the terms and conditions as ultimately detailed in the executed Lease Agreement.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

_____ Name: _____
Offeror Signature (Please Print)
Title: _____ Date: _____

CAUTION: Any incomplete items in this proposal form may cause proposal to be discarded.

12 LEASE INFORMATION

Lessor Name							
Lessor Address							
Lessor Phone Number				Lessor Tax ID #			
Agency							
Street (Premises)							
City (Premises)				County (Premises)			
Lease Term (Mos)		Beginning			Ending:		
$/Month		$/Yr:		Sq Ft		$/Sq Ft/Yr	
Discount for Prepayment	%	□ Quarterly	□ Semi-annually	□ Annually			
Rent Escalations:	□ None	□ Annual CPI, commencing _____	$_____ $_____ $_____ $_____	Effective ___ _____ _____ _____	Other: _____ _____ _____ _____		
Util Pd by Lessor:	□ All	□Water&Sewer	□ Trash	□ Electricity	□ Natural Gas	□ Irrigation	
Facility Services and Repairs Provided by Lessor:							
□ All	□ HVAC	□ Elec System	□ Parking Lot	□ Plumbing	□ Lawn Maint.	□ Outside Lights	
□ Light Bulbs	□ Snow Removal	□ Door Sign	□ Directory Sign	□ Furnish Restrm Products			

Frequency of Services Provided by Lessor (Janitorial, Trash, Window Cleaning, Carpet Shampoo):					
□ Janitorial	□ Trash	□ Window Clean	□ Clean Cpt	□ Cpt Stains	□ Other_____
□ Daily	□ Daily	□ Daily	□ Daily	□ Daily	□ Daily
□ Weekly	□ Weekly	□ Weekly	□ Weekly	□ Weekly	□ Weekly
□ Monthly	□ Monthly	□ Monthly	□ Monthly	□ Monthly	□ Monthly
□ Qrtly	□ Qrtly	□ Qrtly	□ Qrtly	□ Qrtly	□ Qrtly
□ Semi-Annually	□ Semi-Annually	□ Semi-Annually	□ Semi-Annually	□ Semi-Annually	□ Semi-Annually
□ Annually	□ Annually	□ Annually	□ Annually	□ Annually	□ Annually

Parking:	# of Spaces		# of Secured Spaces		Special Needs: _____
Use of Premises:					
Lessee Address (for Notices)					
Special Provisions (Options, etc.)			□ First right of refusal on adjacent space		
□ Option to renew lease:	# of Yrs:		Rental Rate:		
Right to Purchase:	□ @ Appraised Value	Date: _____	□ @ Specified Price of $_____	Date: _____	
Rent Concessions:	□ __ Mos Free Rent:	□ Moving Allowance $_____	□ Phone $_____	Other:___	
Operating Exp Escalation	□ Exp Stop:	Base Yr: _____	or	Base Cost: $_____	□ Full Pass Thru
Total Bldg Area:		% of Bldg Leased:			
Types of Expenses:	□ Operating Expenses	□ Common Area Maintenance	□ Utilities		
□ Other: _____	□ Other: _____	□ Insurance	□ R E Taxes		

Tenant Improvements: Completion Date: _____	Pd by Agency	Total Cost: $ _____	□ Pd Up-Front	□ Pd Monthly	# of Mos		$/Mo:

	Detail Improvements:
□ Pd by Lessor	Detail Improvements:
Comments:	

13 REQUEST FOR PROPOSALS

TO: Commercial Real Estate Agents, Owners & Managers
FROM: Linda S. Wildhagen, Leasing Manager
DATE:

CAUTION: This represents a revision of the Division of Public Works' Request for Proposal process. Please read this revised document carefully. Certain requirements have been changed in order to expedite the evaluation of lease offers. A LEASE PROPOSAL FORM MUST BE FILLED OUT COMPLETELY IN ORDER FOR THE LEASE PROPOSAL TO BE CONSIDERED. Submittal of the Lease Proposal Form indicates Offeror's acceptance of the conditions governing this procurement and conformance with all requirements of the Request for Proposal.

The State of Idaho is seeking to lease approximately ____ **usable** square feet of either new or existing office space to the _____. Proposals shall base facility costs upon Net Rentable Area, as defined by the Building Owners and Managers Association (BOMA) standard for measuring floor space. Net Rentable Area will vary from building to building but should include usable square feet plus prorated common area space, if applicable. At the discretion of the Division of Public Works, the lease proposals received may also be used for the procurement of leased space for other State agencies.

SAMPLE

USE

_____ shall provide local services to the community with _____ in this facility. It is projected that _____ will be working in the facility and that _____ will be visiting the facility during peak operating hours.

LOCATION

All proposed sites must be appropriately zoned and should offer convenient access to the public. Proposed sites should be within or near the city of _____, County of _____, Idaho Suggested locations could include:

TERM OF THE LEASE

The term of the lease will be for _____ years with an option for an additional five-year period. The lease will contain an annual funding appropriation clause as required by State law. **Offeror should provide Lessee with an option to purchase the facility at some point in time during the term of the lease.**

COST OF LEASE

The estimated annual cost of the lease will be at a competitive market rate per square foot per year for a full-service lease. Full-service will include, but is not limited to: property taxes, utilities, facility repair and maintenance, landscape maintenance, snow removal and custodial services. The State may require a background check of personnel such as the custodial staff who have access to the leased facility. The proposal should also detail the amount of tenant improvement allowance included in the rental rate.

DUE DATES

Proposals are due by _____ at the Division of Public Works, 502 N. Fourth Street 83702, PO Box 83720 Boise, ID 83720-0072. The department is seeking a tentative occupancy date of _____. For further information, contact Linda Wildhagen, Leasing Manager, Division of Public Works @ (208) 332-1929.

PROPOSAL ASSISTANCE

The ____ is able to assist persons and firms in the preparation of their proposal by discussing the client and staff usage of the proposed space and the relationship between the programs occupying the space. More detailed information on facility requirements and use may be obtained by contacting _____.

CONFIDENTIALITY

All proposals will remain confidential until a lease has been awarded. Submitted proposals will become the property of the State of Idaho and will not be returned.

PROCESS OF SELECTION

INITIAL EVALUATION. A committee chaired by the Leasing Manager of the Division of Public Works, or a designee, and comprised of staff of the «Agency1» will evaluate each proposal. Each proposal will be evaluated based upon an established set of criteria and a weighted evaluation. Information provided in the proposals, together with an established set of criteria, is used to weigh proposals received.

SAMPLE

INTERMEDIATE EVALUATION. The committee may request clarification of any of the ranked factors during the initial intermediate evaluation from one or more of the respondents. Some of the clarification requested may include a credit report, financial statements and an affidavit indicating that Offeror is not in default in payment of any taxes, excises and license fees due to the State, its sub-divisions, municipal and quasi-municipal corporations. If Lessor is a partnership or a corporation, Lessor may be required to submit evidence that the entity is authorized to do business in the State of Idaho. The committee may elect to visit one or more of the proposed sites to evaluate location and facility issues.

FINAL EVALUATION. Proposals will be ranked and negotiations will begin with the representatives of the top ranked proposal. If negotiations are successful, a lease will be completed. The standard lease form, as provided by the Division of Public Works and revised 3/99, will be used. Standard language within the lease form is not negotiable. A copy of the standard lease form is available upon request from the Division of Public Works @ (208) 332-1929.

Should negotiations be unsuccessful with the top Offeror, negotiations will be opened with the second ranking Offeror and so forth until a suitable lease is obtained. The State reserves the right to disqualify all proposals as unacceptable and to take any necessary action to obtain suitable space.

All final plans and specifications must be prepared by an architect licensed in the State of Idaho. Detailed General Outline Specifications and Communication Specifications shall be provided to Offeror during the negotiation process.

ON-GOING REVIEW

At the State's option, the State may require the Lessor to provide insurance certificates prior to the commencement of any construction to indemnify and defend the State against any claims and to warrant and guaranty material, equipment and workmanship. If facility shall be new construction, Lessor shall furnish to the Division of Public Works a copy of the Lender's commitment on the permanent loan, together with a copy of the title policy for the facility as soon as they can be made available.

ACCEPTANCE OF THE FACILITY

A copy of the certificate of occupancy as issued by the local governing authority, together with a copy of the as-builts and warrantees for the facility, shall be furnished to the _____ upon occupancy of the facility.

HOW TO MAKE A PROPOSAL

All proposal information should be summarized on the Lease Proposal Form. Lease Proposal Forms are attached to all Requests for Proposals mailed out to the local real estate community. The form can also be obtained by accessing the Division of Public Works web page, entering the leasing section and then opening the "Lease Proposal Form" tab. A copy can also be sent to you upon request. **PLEASE PROVIDE _____ COPIES AND DO NOT BIND PROPOSALS. Incomplete items may cause the proposal to be disqualified.**

SAMPLE

GENERAL PROPERTY REQUIREMENTS

SITE:

- Parking lot to be paved, striped, and well lit. Adequate outdoor lights, fitted with photocells and timers, shall be placed directly above each outside entryway and around the perimeter of the building. Parking shall include ____ paved parking spots. Of the required parking spaces, ___ shall be for the staff of _____ and _____ for clients. _____ shall be enclosed within a fenced and lit parking area. Public parking at the curb or street side will not be included in the required space count. Parking on the property shall also be required to accommodate deliveries and other parking priorities.

- Handicapped spaces will be in close proximity to the building entrance. All improvements to the site, whether existing or new, will meet or exceed the handicapped accessibility requirements by ADA.
- Professionally manufactured signs will be installed and prominently located so as to be visible from the street. At a minimum the sign will include the agency name, street number and logo.
- The exterior of the building and the landscaping should be aesthetically pleasing and project the impression of professional office space. The building's exterior shall be compatible with the surrounding community. In areas with severe weather conditions, the building design shall be appropriate and functional, especially with regard to specific site requirements, drainage, heavy snow situations, solar orientation, etc.

BUILDING:

- All areas within the proposed building must be accessible to the handicapped.
- The interior office will be divided into usable space per the attached requirements. For acoustic value, a dropped ceiling may be required.
- To the extent possible, the building should have windows or skylights to provide natural lighting for employees in their work areas. Private offices along interior walls shall have partial glass or sidelights. Window coverings, such as mini-blinds, are required on all interior and exterior windows.
- The Offeror will provide a qualified, professional space planner to prepare a detailed space plan acceptable to the Lessor and Lessee. The building will be designed by an architect or engineer licensed in the State of Idaho.
- Lessor shall allow Lessee to install exterior cameras on building perimeter. Lessor to supply electricity to building perimeter and inside lobby to accommodate security cameras. Locations to be detailed by _____ on final drawings.
- Lessor shall supply professional manufactured identification signs for each department, which will be installed in the vestibule or the building lobby. All restrooms and all public areas, such as conference rooms and the department identification signs, shall include Braille lettering.
- Any crawl space beneath the building should be easily accessible from within the building.
- Front entry should have a "double-entry" arrangement so the public must pass through two sets of doors to enter into the office area. This is to reduce wind blowing directly into the office and to reduce loss of heat during the winter.
- All exterior doors shall be equipped with security card access or deadbolts and key locksets for a secure building. Additional security system design and configuration for interior security controlled areas will be determined jointly by agency and the State Security Manager.
- The building will be required to have a central heating, ventilation and air-conditioning (HVAC) system designed and installed to provide a consistent temperature of 68 to 76 degrees throughout the building. The HVAC system shall meet the requirements of Section 612, Idaho Safety Code 1, requiring that the mechanically operated ventilation system shall supply a minimum of 5 cubic feet per minute of outside air with a total circulation of not less than 15 cubic feet per minute per occupancy in all portions of the building and kept continuously operating when building is occupied. The system should be designed to accommodate any unique needs associated with severe weather conditions, solar gain, or unusual temperature fluctuations.
- Office area shall be fully carpeted with a 28-ounce or better commercial grade carpet with a heavy traffic classification, except for restrooms, breakrooms, storage areas and vestibules. Areas not carpeted shall be covered with a high quality commercial vinyl floor. Vestibule shall be covered with ceramic tile.
- Lessor will provide a safe work environment, certified to be free of airborne asbestos. Any costs related to abatement will be born by the Lessor. Public restrooms to be designed to meet ADA standards with number of facilities as required.
- Public restrooms to be designed to meet ADA standards with number of facilities as required.
- A full-service lease is preferred. At a minimum, daily custodial services such as damp mopping vinyl areas, vacuuming carpeted areas, sanitizing restrooms, emptying waste

SAMPLE

receptacles, cleaning door and partition glass, dusting, etc., are to be provided. Custodial service shall provide adequate matting at all entries and at reception counter. Matting shall be periodically cleaned on an “as needed” basis.

- Outside ground maintenance shall be required on an “as needed” basis. Snow removal shall include removal of snow from parking lots and walkways. Removal shall be performed weekdays prior to 8 a.m. Great care shall be taken to leave handicapped spaces clear. Priority shall first be given to ingress, egress, and fire lanes, secondly to customer and employee parking areas, and lastly to overflow parking areas. An area shall be designated for snow storage. Areas subject to ice accumulation shall require de-icing agents as necessary.
- Lighting shall be full spectrum fluorescent lamps, lay-in ceiling type.
- Mechanical and electrical rooms may be divided to allow a janitorial closet with hot water heater.

DATA & PHONE:

- At a minimum, the building will be pre-wired for voice and data communications. The cost for pre-wiring to be borne by Lessor, in compliance with Department’s explicit specifications and as identified on the agreed-upon interior office design layout completed prior to construction. At a minimum, this will require the installation to each work area duplex outlets and two sets each of modular four-plex jacks for data hook-ups with enhanced Level 5 communications cable.
- Contractor is to pull four parallel runs of standard 4-pair (Type #) twisted pair cable to each outlet/workstation for telephone and data communications, label both ends, and terminate two pair of each run at the modular RJ-45 duplex jacks and at the patch panel block in the data/phone room. Additional runs will be required in some locations to accommodate areas that have the concentrations of computer peripherals. Cables shall be tested and certified prior to occupancy. Installation and materials supplied shall be in accordance with current EIA/TIA 568.
- The data/phone room is not to be located in the same room as the mechanical, electrical and janitorial room. The data/phone room is to allow access to _____. It must have a dedicated electrical circuit for communication and phone control equipment with a minimum of ___electrical outlets in close proximity to the panel and block. Air-cooling and airflow will allow the room not to exceed a temperature of 72◦.
- Dedicated circuits shall be provided for the computer network file server, copier, FAX, and the central printer.

SAMPLE

EXECUTIVE ORDERS: Executive Order 2000-12 requires that long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of all state buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 53 of the Uniform Building Code; (ii) use of alternative energy sources such as solar, geothermal, and co-generation; (iii) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (iv) "state-of-the-art" systems and equipment to conserve energy economically.
Executive Order 2000-01 requires that all state-owned or state-lease buildings, facilities or area occupied by state employees shall be designated as “non-smoking” except for

custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities.

Executive Order 98-02 requires that all buildings owned or maintained by any State government agency or entity, or constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the IDAPA 17.10.01 and the Idaho General Safety and Health Standards Code No. 1, the Uniform Building Code, the Uniform Mechanical Code and the Uniform Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. **Prior to construction, or remodeling** of such buildings, where appropriate, plans shall be reviewed and approved by the **Division of Building Safety** and the Permanent Building Fund Advisory Council. **Any cost associated with that review will be at the expense of the Offeror.**

BUILDING STANDARDS/CODES: The following codes are the minimum building and safety codes adopted by the State of Idaho and the federal government. Local governments have jurisdiction over privately owned buildings in the target area. Lessors leasing space to the State must procure building permits, secure necessary inspections, and obtain a Certificate of Occupancy for the intended use prior to the lease taking effect.

1. Idaho Code Title 67, Chapter 57, Section 8
2. Uniform Building Code, 1997 Edition
3. Uniform Mechanical Code, 1997 Edition
4. Uniform Plumbing Code, 1997 Edition
5. NFPA 101, 1997 Revision, Life Safety Code
6. NFPA 70, 1997 Revision, National Electrical Code
7. Handicap Accessibility, Americans with Disabilities Act
8. Section 612 Idaho Safety Code 1, Air Standards
9. BOMA International, Standard Method of Floor Measurement
10. American National Standards Institute (ANSI)
11. Federal Regulations Applicable to the occupying agency
12. Electronic Industry Association/Telecommunication Industry Association Standard, 1995, EIA/TIA-568 Standard
13. All Local Codes

SAMPLE