IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

REQUEST FOR PROPOSALS
SPECIFICATION NO. 02-186

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

LEASING OFFICE SPACE
FOR
AGING SERVICES DEPARTMENT

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, August 28, 2002** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

INSTRUCTIONS TO SUBMITTER
CITY OF LINCOLN
PURCHASING DIVISION

1. GENERAL INFORMATION

1.1 The City of Lincoln is requesting sealed proposals for the purpose of leasing office space for the Aging Services Department ("Aging Services").

1.1.2 The facility could be in one existing building or a newly constructed building.

1.2 Depending upon the arrangement of the offices, and other areas specified herein, it is anticipated that approximately 14,000 square feet of net leasable space is needed, plus an additional 4,000 square feet for storage.

1.3 The City may engage an Architect to design, specify and observe the construction of the tenant space.

1.4 Proposals shall be valid for a period of 75 days from the opening date.

1.5 Be sure to carefully read the entire Request for Proposal and complete and submit all documents required by the Request for Proposal and supporting proposal documents.

1.6 Any building proposed shall be free of asbestos and lead-based paint.

1.7 The following forms must be included with the proposal response:

1.7.1 Corporation disclosure statement (Form No. 1)

1.7.2 Personal property tax statement (Form No. 2)

1.8 The owner and the lessor shall hold the City harmless for any existing hazardous waste which may be on the site or in the building.

2. SUBMISSION PROCEDURE

2.1 Proposer shall submit eight (8) complete sets of the proposal documents and all supporting material.

2.1.1 All appropriate blanks shall be completed.

2.1.2 Any interlineation, alteration or erasure on the proposal documents shall be initialed by the signer of the proposal.

2.1.3 Proposer shall not change the proposal forms or make additional stipulations on the proposal documents except as requested or permitted.

2.1.4 Any amplified or qualifying information shall be on the proposer's letterhead indicating the exact section and line number.

2.1.4.1 Firmly attached to the proposal documents.

2.2 Proposal prices shall be submitted on the Proposal Form included in the proposal document and in a sealed envelope with the proposal number and description clearly marked on the outside of the envelope.

2.3 Each proposal must be legibly printed in ink or by typewriter, including the full name, business address, and telephone number of the proposer; and be signed in ink by the proposer.

2.4 A proposal by a firm or organization other than a corporation must include the name and address of each member.

2.5 A proposal by a corporation must be signed in the name of such corporation by a duly authorized official thereof.

2.6 Any person signing a proposal for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.

2.7 Proposals received after the established date and time will be rejected.

3. EQUAL OPPORTUNITY

3.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status.

3.2 In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

4. DATA PRIVACY

4.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents, and patent rights.

4.2 Proposer agrees to hold the City of Lincoln harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

5. PROPOSER'S REPRESENTATION

5.1 Each proposer by signing and submitting a proposal, represents that the proposer has read and understands the proposal documents, and the proposal has been made in accordance therewith.

5.2 Each proposer further represents that the proposer is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the proposal documents.

6. INDEPENDENT PRICE DETERMINATION

6.1 By signing and submitting this proposal, the proposer certifies that the rates and conditions in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to proposal opening directly or indirectly to any other proposer or to any competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a proposal for the purpose of restricting competition.

7. CLARIFICATION OF PROPOSAL DOCUMENTS

7.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the proposal documents.

7.2 Proposers desiring clarification or interpretation of the proposal documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of proposals.

7.3 Interpretations, corrections and changes made to the proposal documents will be made by written addenda.

7.4 Oral interpretations or changes to the proposal documents made in any other manner, will not be binding on the City; and proposers shall not rely upon such interpretations or changes.

8. ADDENDA

8.1 Addenda are written instruments issued by the City of Lincoln prior to the date for receipt of proposals which modify or interpret the proposal document by addition, deletion, clarification, or correction.

8.2 Addenda will be mailed or delivered to all who are known by the City of Lincoln to have received a complete set of proposal documents.

8.3 Copies of addenda will also be made available for inspection at the office of the Purchasing Agent.

8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of proposals, except an addendum withdrawing the invitation to propose, or an addendum which includes postponement of the proposal opening.

8.5 Proposers shall ascertain prior to submitting their proposal that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ALTERNATES

9.1 It is the proposer's responsibility to identify any alternate items offered in the proposal.

9.2 Proposals for alternate items shall be stated in the appropriate blank on the proposal form, or if the proposal form does not contain blanks for alternates, proposer MUST attach to the proposal documents on company letterhead a statement identifying the scope and price of each proposed alternate, plus a complete description of the alternate items and any information necessary for an evaluation.

9.2.1 The proposer must indicate any variances from the proposal document *no matter how slight*.

9.2.2 Proposer must fully explain the variances from the proposal document by section and line number.

9.3 If variations are not stated in the proposal, it will be assumed that the item being proposed fully complies with the proposal documents.

10. PROPOSAL EVALUATION AND AWARD

10.1 The signed proposal shall be considered an offer on the part of the proposer.

10.1.1 Offer shall be deemed accepted upon issuance by the City of Lincoln of a contract award notifications or other appropriate contract documents.

10.2 No proposal shall be modified or withdrawn for a period of seventy-five (75) calendar days after the time and date established for receiving proposals and each proposer so agrees in submitting the proposal.

10.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

10.4 The contract will be awarded to the responsive, responsible proposer whose proposal will be most advantageous to the City of Lincoln and deem will best serve its requirements.

10.5 The City of Lincoln reserves the right to accept or reject any or all proposals or parts of proposals; to request re-submission of proposals; to waive irregularities and technicalities in proposals; such as shall best serve the requirements and interests of the City.

11. LAWS

11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

11.2 Any litigation arising from this proposal, lease or contract shall be conducted in the State of Nebraska.

SPECIFICATIONS
CITY OF LINCOLN
FOR
LEASE OF OFFICE SPACE FOR THE
AGING SERVICES DEPARTMENT

1. SCOPE

1.1 The City of Lincoln is requesting sealed proposals for the purpose of leasing of general office-type space for a Aging Services Department as outlined herein.

1.2 Proposals should be identified as "02-186" and must be received in the office of the Purchasing Agent, Suite 200, K Street Complex, South west wing, 440 South 8th Street, Lincoln, Nebraska 68508, no later than 12:00 noon, Central Daylight Time, August 28, 2002, at which time they will be publicly opened.

1.2.1 At the public opening we will read the names of those submitting proposals.

1.2.2 Selected location/s proposed and fees offered will remain confidential until contract is signed.

1.2.3 Security system plan and arrangements are considered confidential.

1.2.4 Financial statements evidencing financial capability shall be confidential.

1.2.5 Except for sections 1.2.2, 1.2.3 and 1.2.4 information provided to the City as part of this proposal shall be deemed a public record which shall be open and available to inspection by the public.

1.2.6 When preparing the proposal you must keep section 1.2.2, 1.2.3 and 1.2.4 separate so that they can be pulled out of your proposal.

1.3 Proposals shall be valid for a period of seventy-five (75) days from opening date.

1.4 It is anticipated that approximately 14,000 square feet of net leasable space plus storage as shown in 2.2.2 will be needed depending on the arrangement of offices, conference rooms, and other areas as herein specified.

2. GENERAL REQUIREMENTS

2.1 The Lease Space Requirements which follow are approximate requirements and may be adjusted depending on specific existing conditions, building renovation, or new construction requirements or arrangement and efficiencies of the proposed space.

2.2 A breakdown of estimated space requirements:

2.2.1 The proposer shall use the "Space Req'd (sf)" column of figures, which totals 14,000 square feet, as the approximate basis for computing the lease amounts.

2.2.2 At least 4,000 Square feet of storage is required.

2.2.3 Total space needed is roughly 18,000 square feet.

3. ADDITIONAL REQUIREMENTS

3.1 It is preferred that all space be located on one floor.

3.1.1 Two separate floors will be looked at, however full division should be on the same level and additional considerations such as storage and break rooms will need to be accommodated.

3.2 Restrooms of a quantity to satisfy code requirements and the City of Lincoln shall be provided.

3.2.1 Proposer to provide set of restrooms designed to be fully accessible for clients, visitors and employees shall be conveniently located.

3.3 Restrooms, mechanical rooms, telephone/data cable rooms, elevator shafts, stairways, and all circulation space outside the demising walls are not included in the spaces indicated above and should NOT be included in the "net leasable space" proposed.

3.4 Within the 14,000 square feet of space there shall be the following**:**

3.4.1 32 Individual offices (Aging Services intends on using it's existing furniture), plus 1,200 square feet shall be in a rectangular shape to accommodate existing systems furniture.

3.4.1.1 Or, as an option, 25 individual offices and 1,000 square feet of open space for systems furniture, plus 1,200 square feet shall be in a rectangular shape to accommodate existing systems furniture.

3.4.1.2 Professional staff offices shall be approximately 10 X14 and support staff shall be approximately 10 X10

3.4.2 Reception area for two employees

3.4.3 One large conference room to hold 30 people

3.4.4 Two small conference rooms for ten (10) people each

3.4.5 Break room with sink, large enough for ten (10) people

3.4.6 Supply and file room 600 square feet

3.4.6.1 This could be broken up to two rooms of 300 square feet each

3.4.7 Copy machine and FAX machine area

3.4.8 Postage and mail room

3.5 Ability to connect to the City's and State of Nebraska's Institutional Fiberoptic Network

3.6 There shall be good quality lighting and ventilation which is acceptable to the City.

4. AVAILABILITY

4.1 It is desired that the proposed space be finished and available for occupancy by late February, 2003.

4.2 Following is a tentative schedule:

Tentative Schedule

August 28, 2002	Receive Proposals, 12:00 noon Central Daylight time
September 6, 2002	Select Lessor
September 13, 2002	Design and Planning of Space
Late February, 2003	Space Available and Begin Move

5. LEASE PROVISIONS

5.1 Term of lease is to be for a ten (10) year period, with the option to renew for one (1) year periods..

5.1.1 The City of Lincoln may consider a shorter or a longer term lease if it is deemed to be in the best interest of the City to do so.

6. LOCATION

6.1 The City desires the proposed office space be within the limits stated herein.

6.1.1 The general boundary area is 6th to18th, H to R Streets.

6.1.2 Proximity to the Downtown Senior Center at 1005 "O" Street is preferred.

7. PROPOSAL

7.1 To be considered valid, your sealed proposal must contain all information necessary to fully describe the space being offered and the total cost involved.

7.2 At a minimum, each proposal must contain the following documents and/or information.

7.2.1 General Description

7.2.2 A description of space being proposed including the location, name and address of the building, amount of net leasable square feet, approximate age of the building, condition of building, age and condition of the mechanical, electrical and the roofing systems, etc.

7.2.2.1 Floor plan diagrams depicting the proposed space (not as to be finished but as it exists) and its location in the building.

7.2.2.2 Floor plan must indicate, if existing, the location of rest rooms and entrances for the disabled, if different from the main areas and if they are planned to be used in conjunction with this proposal.

7.2.3 If more than one story building is being proposed: A minimum of one (1) elevator access is required for all space above or below the main entrance level.

7.2.3.1 The elevator shall meet all ADAAG requirements.

7.2.4 The City shall be allowed to post a prominent sign at a location which calls attention to its entrance, and the lobby of the building shall contain a prominent sign identifying the City agencies housed in the building.

7.2.5 The building must be open for the transaction of business at the hours designated by the City.

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

7.3 The Lessor shall be responsible for the demolition of the proposed space and for the removal of asbestos and lead-based paint.

7.4 Tentative Description of Lessor Improvements

7.4.1 Elevators and common corridors

7.4.2 Ceramic tile walls, floor and base in toilet rooms

7.4.3 Central heating and air conditioning/packaged units and main feed ductwork to and through demising walls

7.4.4 Lighting and ceilings in corridor common area

7.4.5 Building directories in appropriate locations

7.4.6 Complete sprinkler system as required by law

7.4.7 Painted drywall/plaster all perimeter, demising walls and windows

7.4.8 Demising wall windows and entrances

7.4.9 Demolition of existing construction to be removed

7.4.10 Improvement to stairways and elevators and related lobbies
7.4.11 Utility connections to the premises
7.4.12 Electrical service(s), mains, panels, to and through demising walls
7.4.13 Perimeter wall electrical requirements
7.4.14 Gypcrete floor topping, if required
7.4.15 Existing ceiling repair

8. LEASE FORMAT

8.1 The lease shall include the rental rate, square footage being leased, total annual lease payment, any renewal options and how they will be activated.

8.2 If a lease purchase or an outright purchase is being proposed the purchase price and terms shall be included in the submission of the proposal.

9. SERVICES

9.1 All maintenance-related services to include, but not be limited to, electrical (including light tube/bulb replacement), mechanical (including other routine maintenance services), plumbing, structural, roof, snow removal, trash removal, window cleaning when needed, pest control, carpet cleaning, general repairs, daily custodial services, etc. are to be provided by lessor as part of the lease.

9.1.1 When figuring custodial service keep in mind the City does recycling of paper and figure it into the cost.

9.1.2 Depending upon the cost of custodial services, the City may desire to do these services therefore this cost must be shown separately.

9.1.3 If the proposal does not include these items, separate estimated cost information on these services shall be provided so the City can determine the total cost of occupying the space.

9.2 It is preferred that utilities services with the exception of telephones, be provided by the Lessor as part of the lease.

9.2.1 The City of Lincoln may desire to pay these separately thus they must be broken out.

10. TAXES

10.1 All Real Estate taxes will be paid by the lessor.

10.1.1 All special assessments will be paid by the lessor.

11. PARKING

11.1 A statement of the availability of parking is required.

11.1.1 Indicate the location of parking in relation to the proposed office space.

11.1.2 It is strongly recommended that clients/visitors' parking be located within ½ block of the proposed office space building entrance.

11.1.2.1 Estimated to require three (3) spaces and cost to be included in the lease.

11.1.3 Staff parking shall be located within one (1) block of the facility.

11.1.3.1 Estimated to require forty-four (44) spaces.

11.2 If additional leased parking facilities are proposed, cost for parking of clients/visitors is to be included in the lease.

11.3 At a minimum there shall be at least three (3) handicap parking spaces adjacent to the office place.

11.4 There shall be a loading and unloading area or access to said building.

12. SECURITY

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

12.2 City tenants must have 24-hour access to the building for City-authorized business.

12.3 All entrances are to be equipped with dead bolt locks and keys provided.

13. REFERENCES

13.1 Submit with proposal names of three (3) tenants or other responsible parties who can attest to the performance of the proposer in a leasing or other business arrangement.

14. OWNERSHIP

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

15. PROPOSED SUBMITTAL

15.1 The "Proposal Response" page must be signed by the proposer and submitted with proposal, along with the other required information listed in this RFP.

16. EVALUATION

16.1 All proposals will be evaluated on how complete the information requested above is submitted and how the space being proposed meets the requirements specified.

16.2 Other factors that will be taken into consideration include, but are not limited to:

- 16.2.1 The ability of the proposed space to support the business practices of Aging Services
- 16.2.2 Proximity to the Senior Center at 1005 "O" Street is preferred.
- 16.2.3 The quality (image) of the building and space as relates to government functions,
- 16.2.4 Initial cost to the City and tenants,
- 16.2.5 The rental rates schedule,
- 16.2.6 The ease of public access,
- 16.2.7 Financial capability of proposer,
- 16.2.8 Ability to meet the proposed schedule.
- 16.2.9 The location of required parking and loading area,
- 16.2.10 Access to the City's Institutional Fiberoptic Network and to the State of Nebraska's institutional fiberoptic network.
  - 16.2.10.1 The City will weigh the cost of connection to the network with all proposals.

16.3 City reserves the right for the selection committee to make site visits and/or inspections prior to awarding a lease.

16.4 Proposals must include the name, address, and telephone number of the person(s) necessary to arrange such site visits.

COMPANY NAME_____

PROPOSAL
SPECIFICATION NO. *02-186*

PROPOSAL OPENING TIME: 12:00 NOON
DATE: Wednesday, *August 28, 2002*

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

PROPOSAL SCHEDULE

PROPOSERS COMPANY NAME: _____

PROPOSED LOCATION: _____

- Square ft. offered: _____ sq. ft. total facility

  _____ sq. ft. net leasable/space (if appropriate)

STRAIGHT LEASE OPTION:

- TERM: ____ yrs @ MONTHLY: $_____ = ANNUAL $_____

LEASE W/OPTION TO PURCHASE:

YEARS	MO. LEASE	YEARLY LEASE	PURCHASE PRICE
___ to ___ yrs.:	$_____	$_____	$_____
___ to ___ yrs.:	$_____	$_____	$_____
___ to ___ yrs.:	$_____	$_____	$_____
___ to ___ yrs.:	$_____	$_____	$_____
___ to ___ yrs.:	$_____	$_____	$_____

(attach further detail if necessary)

PARKING SERVICES, as outlined in the proposal - annual cost: $_____

- PUBLIC per stall parking cost per month: $_____/stall/month
- EMPLOYEE per stall parking cost per month: $_____/stall/month

BASIC SERVICES, as outlined in #9 of the specifications: $_____ /yr.

- Basic Services cost breakout per square foot: $ _____/sq.ft./yr.
- Breakout of CUSTODIAL SERVICES: $ _____/yr.

ESTIMATED ANNUAL COST OF UTILITIES: $_____/yr.

- Breakout of est. water and sewer: $_____/yr.
- Breakout of est. electric: $_____/yr.
- Breakout of est. gas: $_____/yr.

OTHER FEES NOT LISTED (details listed below): $_____/yr.

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NOTE:

RETURN 8 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF ENVELOPE AS FOLLOWS:

SEALED PROPOSAL FOR SPEC. #02-186

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The undersigned submitter, having full knowledge of the requirements of the City for the below listed services and the contract documents (which include Request for Proposal, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City of Lincoln for the below listed services for the performance of this specification, complete in every respect, in strict accordance with the contract documents at and for the fees listed below.

_____	_____
COMPANY NAME	**BY (Signature)**
_____	_____
STREET ADDRESS or P.O. BOX	**(Print Name)**
_____	_____
CITY, STATE ZIP CODE	**(Title)**
_____	_____
TELEPHONE No. FAX No.	**(Date)**
_____	_____
EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER	**ESTIMATED DELIVERY DAYS**
_____	_____
E-MAIL ADDRESS	**TERMS OF PAYMENT**

CORPORATION DISCLOSURE STATEMENT

All contractors shall disclose to the City of Lincoln, in writing to the best of their ability the following information:

1. Any knowledge it has of a city or county employee, or the employee's immediate family, or elected official(s) who hold(s) a position of responsibility in the corporation such as officer, director, or trustee, and who is likely to gain a pecuniary benefit from the commission's contract with the contractor;

2. Any knowledge of a business relationship that the corporation or an officer, director, or trustee of said corporation, has with a city or county employee which employee holds a position having decision-making responsibility for an office or department of the city or county governments i.e. a director or department head or elected officials.

Immediate family is defined for the purposes of this policy as a spouse or child. A business relationship is defined for the purposes of this policy as any relationship existing between the parties by written contract or otherwise which provides or creates a situation wherein the parties are engaged in a profit-making activity.

_____
Full Legal Company Name

_____
Authorized Signature

_____
Title of Above Signee

Check below that which applies. If "1" or "2" is checked, please submit a detailed explanation form.

1._____ 2._____ None_____

FORM NO. 2

PERSONAL PROPERTY TAX STATEMENT

To the City of Lincoln

The affiant,_____
(name of person, organization, or company)

located at _____
(address)

After being duly sworn, states the following: The affiant, at the time the bid for _____ _____ was submitted (check one)

____ Was not charged with any delinquent personal property taxes on the general tax list of City of Lincoln, Nebraska

_____ Was charged with delinquent personal property taxes on the general tax list of City of Lincoln, Nebraska, in the principle amount of $_____ with the sum of $_____added due and unpaid penalties and interest.

Further the affiant sayeth naught,

Sworn to and subscribed by _____
(name of person, organization, or company)
this _____ day of _____, 2002.

_____
Signature of person or authorized representative of affiant

STATE OF NEBRASKA:
City of Lincoln:

Before me, a Notary Public, on this _____day of _____, 2002, personally appeared __ _____ the affiant in the foregoing affidavit, who acknowledged the signing thereof to be _____ voluntary act and deed.

In testimony whereof, I have hereto subscribed my name and affixed my seal on this day and year aforesaid.

_____
Notary Public