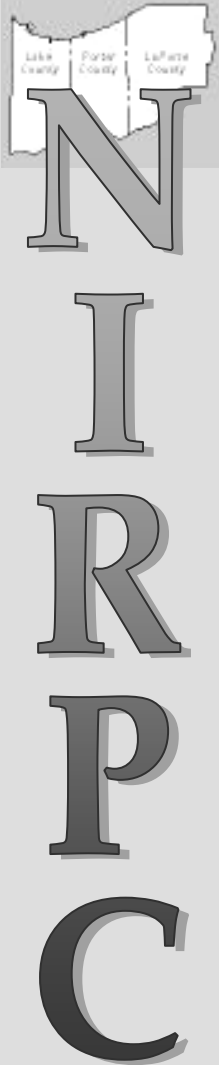


6100 Southport
Road, Portage,
Indiana 46368
www.nirpc.org

Phone: (219) 763-6060



REQUEST FOR PROPOSALS

RFP 13-02

**TO LEASE SPACE FOR THE
OFFICES OF THE
NORTHWESTERN INDIANA REGIONAL
PLANNING COMMISSION
AND/OR
THE NORTHWEST INDIANA FORUM**

Available in alternate formats, upon request

RFP RELEASE DATE: March 27, 2013

PROJECT TITLE: Office Space Lease

DESCRIPTION OF PROJECT: Northwestern Indiana Regional Planning Commission (NIRPC) and the Northwest Indiana Forum (Forum) are seeking to lease space which will meet the needs of each organization for their respective offices.

SUBMITTAL DEADLINE: Friday the 26th of April 2013 by 10:00 A.M. CDT

Solicitation Schedule

Release date: Wednesday the 27th of March 2013

Pre-submittal conference: Wednesday the 10th of April 2013 at 10:00 A.M. CDT

Deadline for inquiries: Friday the 12th of April 2013 by 10:00 A.M. CDT

Deadline for submittals: Friday the 26th of April 2013 by 10:00 A.M. CDT

I. INTRODUCTION

The Northwestern Indiana Regional Planning Commission (NIRPC) and the Northwest Indiana Forum (Forum) are requesting proposals for the lease of space which would serve as the offices of one or both of these organizations.

II. ORGANIZATIONS - BACKGROUND

Northwestern Indiana Regional Planning Commission (NIRPC): NIRPC is a multi-purpose, area-wide planning agency representing local governments within Lake, Porter, and La Porte counties in Indiana. It is governed by a board of fifty-three Commissioners, all being elected officials. The 1,520 square mile planning area has a population of 771,815 according to the 2010 decennial census.

NIRPC is a unit of government and besides being the regional council of local governments, it is the designated Metropolitan Planning Organization (MPO) for transportation planning and programming in Northwest Indiana with approximately thirty (30) employees.

Northwest Indiana Forum (Forum): The Forum is the regional voice for the business community and the premier source of a full package of services that promote economic development and retention of quality jobs. With more than 130

member organizations, the Forum's mission is to increase the broad-based wealth in Northwest Indiana through economic development.

The Forum works to create a positive business climate promoting investment and job creation two critical components of a sustainable regional economy. Enabling this growth includes stable tax policies, reasonable operations and living costs and a workable regulatory environment that protects the quality of life and does not inhibit growth and opportunities.

III. CURRENT SITUATION

NIRPC currently shares a building with the Forum in the Southport Industrial Park in Portage, Indiana. The NIRPC/Forum Building is located immediately north of Interstate 94 and west of State Road 249 at the Portage and Port of Indiana exit.

Current leases for both NIRPC and the Forum expire on December 31, 2013. Each agency intends to lease new office space or to make the necessary renovations at the current location.

Previously, NIRPC and the Forum retained Design Organization to conduct a space needs study. The results of that study are attached and define the requirements of each organization for office space as well as for meeting/conference space which would be utilized by both organizations.

IV. DEFINITION OF TERMS

In this RFP, the following terms shall have the following meanings.

NIRPC or Commission shall mean the Northwestern Indiana Regional Planning Commission as a sole entity.

Forum shall mean the Northwest Indiana Forum as a sole entity.

Tenants shall mean NIRPC and the Forum. Often, though not exclusively, the term Tenants will be used when both NIRPC and the Forum have identical requirements for space that would be leased. Where the facility will be within the space leased solely to NIRPC or the Forum, NIRPC or the Forum shall be the tenant who will make the determination for that issue within the space they will lease. Within common areas, the determination will be made by NIRPC.

V. EXECUTION OF LEASES

As previously noted, NIRPC and the Forum currently lease space within a single building. Both organizations have found that this has led to benefits which each has

found valuable. Hence, both separately as well as together desire to obtain Proposals which would continue the leases by each of space within a single facility.

Leases will be executed as individual entities for the space which they occupy for their offices.

However, though NIRPC and the Forum are seeking bids for space in a single facility, neither warrants that they will at the end of this RFP process lease space within a single facility. Thus, NIRPC and the Forum separately and jointly retain the option to unilaterally reject all proposals.

A proposed draft or form of lease should be included in the submittal. The lease term should be for an initial period of five years with three additional five year options to be exercised by NIRPC. Lease terms will be a significant but not exclusive consideration.

VI. Bidder(s) Responsibility

The Bidder(s) shall have the responsibility of satisfying all parts of this solicitation. It is the desire of the Commission and the Forum to procure goods and services of the finest quality. No advantage shall be taken by the Bidder(s) in the omission of any part of detail that would be necessary to fully satisfy all work required in this solicitation.

VII. Right of Rejection

The Commission and the Forum reserve the right to postpone the closing/opening date for its own convenience and to reject any or all Bid(s) for any reason.

VIII. Cancellation of Procurement

The Commission reserves the right to cancel the procurement, for sound business reasons, at any time before the Contract is fully executed and approved on behalf of the Commission. The Forum reserves the right to cancel the procurement, for sound business reasons, at any time before the Contract is fully executed and approved on behalf other Forum's Managing Board of Directors.

IX. Inquiries

Any question related to this solicitation shall be directed to the contact whose name appears herein. The Bidder(s) shall not contact or ask questions of others who work at the Tenants or serve on either the Commission or the Forum Managing Board. Questions shall be submitted in writing or by e-mail. Any correspondence related to

a solicitation should refer to the appropriate Solicitation number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written solicitation amendment will be binding.

It is the interested parties' responsibility to contact whose name appears below and get added to the mail/e-mail list. If the interested party is not on that mail/e-mail list, they will not be sent any addenda, questions, answered, and etc. **This can be done by submitting an email to the Procurement Coordinator with the subject line: RFP 13-02 – Add Vendor to List.**

All addenda, questions, answered, and etc. will not be shared by any other method except via email or by mail if requested.

All questions and clarification are due by Friday the 12th of April 2013 by 10:00 A.M. CDT with subject line: RFP 13-02 Office Lease Space.

X. Addenda

It is the interested parties' responsibility to contact the individual whose name appears below and get added to the mail/e-mail list. If the interested party is not on that mail/e-mail list, they will not be sent any addenda, questions, answered, and etc. **This can be done by submitting an email to the Procurement Coordinator with the subject line: RFP 13-02 – Add Vendor to List. All addenda, questions, answered, and etc. will not be shared by any other method except via email or mail if requested.**

XI. Evaluation Process

Each proposal will initially be reviewed to determine if it meets the minimum requirements. The proposal must be complete, in the required format and in compliance with all the requirements of this RFP.

XII. Evaluation Criteria

Responsive proposals will be evaluated in accordance with the following six evaluation and selection criteria, listed in general order of relative importance. The Commission will evaluate the offers received based on the following criteria:

1. Price: 25 points

Cost of lease premises should be stated on a per square foot basis. Cost will be a significant but not exclusive consideration.

2. Telecommunications: 20 points

Internet feed with a minimum of 20 Mbps download and 5 Mbps upload is required.

There shall be a telecommunications room in the facility as identified in the scope of work.

3. Location: 20 points

Office space must be located in Lake, Porter or La Porte Counties. Central location and accessibility for NIRPC staff, Commissioners and members of the public. The location should have two public access roads. The office space shall be fully compliant with ADA requirements.

4. Timing: 15 points

Leased premises must be move in ready before the end of the current lease period.

5. Green Components: 15 points

Specify the manner(s) in which building is “green” and constructed equally to a high performance facility that reduces water, energy and resource consumption, lowers operational costs, improves indoor air quality, and mitigates negative environmental impacts.

6. Draft Lease: 5 points

A proposed draft or form of lease should be included in the submittal. The lease term should be for an initial period of five years with three additional five year options to be exercised by NIRPC. Lease terms will be a significant but not exclusive consideration.

XIII. Evaluation Procedures – Commission

The evaluation committee is comprised of the Commission’s Finance and Personnel Committee. The committee members will evaluate the written proposals using criteria identified in this solicitation. A list of top ranked proposals will be developed based upon the totals of each committee member’s score for each proposal. The committee may ask bidders to interview and/or give a presentation on their proposal. Very short notice may be given in case of interviews/ presentations.

At the conclusion of the evaluation process, the Finance and Personnel Committee will recommend to the Commission the proposal that is most advantageous to the Commission.

Evaluation Procedures - Forum

The evaluation committee is comprised of the Forum President & CEO and such other individuals as he shall designate in his sole discretion. The committee members will evaluate the written proposals using criteria identified in this solicitation. A list of top ranked proposals will be developed based upon the totals of each committee member’s score for each proposal. The committee may ask bidders to interview and/or give a presentation on their proposal. Very short notice may be given in case of interviews/ presentations.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Executive Committee the bidder whose proposal is most advantageous to the Forum.

Evaluation Procedures - Commission & Forum

Bidder acknowledges that discussion may, and likely will, occur between the Commission Evaluation Committee and the Forum Evaluation Committee or their designated representatives.

XIV. Instructions for Submittal:

Bidders must include the following information in the order outlined below in their submission of Bid(s). If there are items that are not covered below use your own discretion and add those items on a separate page. The Bid(s) must include and are to be evaluated on the basis of:

1. Name of Bidder;
2. Full address of Bidder's principal office;
3. Bidder's telephone number;
4. Name(s) telephone number(s) fax number(s) and addresses if different from above, of primary contact(s) in the Bidder's organization with responsibility for responding to this solicitation and to whom matters regarding this solicitation should be directed;
5. Company: Qualifications of and relevant experience of the company or companies;
6. References: Names, titles, addresses, email addresses and telephone numbers of five client references;
7. Bidder(s) shall provide a narrative based on the items below while addressing the Scope of Work. The Bidder(s) shall
 - a. state the cost on a per square foot basis;
 - b. describe the proposed site location and the internet feed available;
 - c. outline how proposed site meets the scope of work requirements;
 - d. note all green initiatives proposed in the site location;
 - e. detail the timeline in having the site available for tenant occupancy;
 - f. identify any special issues or problems that are likely to be encountered in this project and how the Bidder(s) would propose to address them; and
 - g. bidder(s) is encouraged to propose enhancements of procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.
8. Executed exhibits: Bidder(s) must submit all the attached Exhibits.
- 9. Submission: Each Bidder(s) must submit 30 hard-copy sets of Proposals, including one signed original, plus the contents of the proposals on one**

compact disc, in a sealed envelope marked on the outside as follows: “NIRPC RFP 13-02 Office Lease Space”

10. Completeness: All Bid(s) materials must be complete and be received at the offices of and addressed to: Northwestern Indiana Regional Planning Commission, 6100 Southport Road, Portage, IN 46368-6409.

XV. Deadline

All Bid(s) must be received at the Commission by **Friday the 26th of April 2013 by 10:00 A.M. CDT.** No Bid(s) will be accepted after this time and date. The Commission and the Forum reserve the right to reject any or all Bid(s) received for any reason separately or jointly.

I. Late Submissions

Late submissions will not be accepted after the closing date.

DELIVER SUBMITTAL TO:

Bob Niezgodski, Procurement Coordinator
Northwestern Indiana Regional Planning Commission
6100 Southport Road
Portage IN 46368
P: 219-763-6060 ext. 146
F: 219-762-1653

SCOPE OF WORK REQUIREMENTS

OFFICE SPACE

A. GENERAL ARCHITECTURAL

1.01 Quality and Appearance of Building Exterior

The building must be of Class A “first-class” quality and sound and substantial construction with a potential for efficient layout. The space offered should be located in a building with facade of stone, marble, brick, precast concrete panels, stainless steel, aluminum, wood, or other normally accepted building material in good condition, acceptable to the Tenants. The following materials are acceptable for the exterior wall skin: masonry (no painted finish), architecturally finished concrete; and insulated composite building panels with decorative aggregate or textured fiber reinforced cement material (example: DRYVIT SYSTEM) exterior finish.

The building should be compatible with its surroundings. Overall the building should project a professional appearance. The entry shall be an integral part of the structure, not "tacked on." The main entry shall lead directly to a reception area that will serve as a single-point of control for the Commission's space. The Forum shall have a separate entrance from the reception area into its offices.

The building should have energy efficient windows or glass areas consistent with the structural integrity of the building. The facade, down spouts, roof trim, and window casings are to be clean and in good condition. If restoration work is underway or proposed, then architectural plans acceptable to the Commission must be submitted as part of the offer. The building shall be developed and designed, or renovated in case of an existing building, by a licensed architect.

1.02 Landscaping

Where topographical conditions permit, the site shall be landscaped with native trees, shrubbery, and other appropriate plantings.

1.03 Work Performance

The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements.

1.04 Building Systems Certification

Space offered must have a current occupancy permit issued by the local jurisdiction.

Prior to occupancy, the Lessor shall furnish, at no cost to the Tenants, a certification bearing the seal of a registered architect/engineer(s), licensed to practice in the state of Indiana, that the building and its systems, as designed and constructed, will satisfy the requirements of this lease and all applicable federal, state, and local building codes, fire codes, life safety codes, and accessibility codes in the municipality where the facility was constructed.

The above seal will also indicate that the site and building design will also conform to the Technical Requirements of the Americans with Disabilities Act (ADA), entitled the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Reference requirements as set forth in 28 CFR Part 36. This will include accessibility to the site (including distributed accessible parking and accessible routes to building entrances), building entrances, access to common-use areas such as lobbies, corridors, meeting rooms, or resource rooms, public telephones and water fountains, vending and break areas, and fully accessible rest rooms.

1.05 Space Efficiency

The design of the space offered must be conducive to efficient layout and good utilization, while providing full accessibility for persons with disabilities.

The NIRPC space to be leased shall be a minimum of 15,140 usable square feet of office space located adjacent to optional meeting rooms. The office space must be appropriate to house approximately 30 persons and designed as an open concept.

The Forum space to be leased shall be a minimum of 2,900 usable square feet of office space located adjacent to optional meeting rooms. The office space must be appropriate to house approximately 8 persons and designed as an open concept or with hard-walled offices.

1.06 Floor Plans After Occupancy

Within 45 days after occupancy, one set of reproducible, as-built, full floor plans including room and open space work area dimensions, drawn to a minimum scale of 1/8-in. equals 1-ft. showing the space under lease as well rooms, and core areas and one set of as-built construction drawings must be provided to the Commission and another set to the Forum. A drawing detailing HVAC zones/service areas shall also be supplied.

1.07 Exits and Access

All entrances, exits, corridors, aisles, and passageways that may be used by the Tenants shall comply with the ADA and the National Fire Protection Association (NFPA) Standard No. 101, except that there must be at least two separate exits available. The minimum width of any corridor or passageway serving as a required exit or means of travel to or from a required exit must be not less than 44-in. clear width.

Main entrance door(s) shall be equipped with air-lock vestibule. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

1.09 Windows

Office space must have windows on exterior perimeter walls, unless waived by the Commission.

All windows shall be weather tight. Operable windows must be equipped with locks and screens.

1.10 Parking and Loading Zones

A minimum of 145 parking spaces shall be provided for Tenants use for the of office

space and public meeting rooms, with a minimum of 5 spaces closest to the building designated for use by the physically disabled. Of the minimum parking spaces required, 3 spaces shall be specifically designated for use by carpool vehicles and 2 spaces specifically designated for short term visitor parking.

On-site parking must at least meet current local code requirements.

Spaces designated for use by the physically disabled should be at least 8-ft. wide with a 5-ft. access aisle to walks and ramps. Two accessible parking spaces may share a common aisle. These spaces should be designated so the disabled are not compelled to wheel or walk behind parked cars. If necessary, curb cuts or ramps shall be provided. Accessible spaces shall be designated as reserved for the disabled by a sign with a symbol of accessibility. Such signs shall not be obscured by a vehicle parked in the space.

1.11 **Garage**

The Commission seeks proposals for a single car garage with an overhead door sufficient to house a full sized van filled with equipment used by the Commission. This garage should be positioned near or within the space which NIRPC will lease. The ideal solution would have an enclosed connection between the Commission's leased office space and the garage. While not required, an enclosed connection will be favored.

1.12 **Green Components**

Specify if the building is fairly “green” and constructed equally to a high performance facility that reduces water, energy and resource consumption, lowers operational costs, improves indoor air quality, and mitigates negative environmental impacts.

Types of Green building should include and are not limited to:

- Building design that lower energy usage and costs.
- Providing bike racks or storage and preferred parking for car-sharing and car pools
- Increase access to natural light and air by maximizing open spaces as part of the building design.
- Low flow water fixtures, faucet aerators, flow sensors, and waterless urinals.
- Capture of rainwater and other water reuse technologies to reduce potable water needs and wastewater flows.
- High-efficiency mechanical systems ENERGY STAR-rated appliances and office equipment.
- Use daylight to reduce the need for artificial light and operable windows to provide natural ventilation and reduce mechanical cooling.
- Specify if building materials are made with recycled products.
- Recharging post for up to two (2) electric vehicles. The post shall have the capability to recharge electric vehicles with either 110 or 220 volt systems.

- Access and proximity to regional walking trails and bike paths.
- Potential for transit access and availability.
- Other initiatives the bidder may propose.

1.13 Signage

The building must offer appropriate area for signage. The signage and its placement will be negotiated by Tenants with the Lessor.

1.14 Accessibility for the Disabled

ACCESSIBILITY SHALL FULLY COMPLY WITH ADA REQUIREMENTS.

Walks: At least one accessible route having no steps or abrupt changes in level shall be provided from the accessible parking space(s), public sidewalk(s), and transportation stop(s), if provided, into each accessible primary building entrance. Public walks in these access paths should be at least 36-in. wide with a slope no greater than 1-ft. rise in 20-ft. If an accessible walk is less than 60-in. wide, then it shall have level passing zones, spaced at no more than 200-ft. apart, measuring a minimum of 60-in. by 60-in. It shall be stable, firm, and slip resistant. Changes in level up to

.25-in. may be vertical and without edge treatment. Level changes between .25-in. and less than .50-in. shall be beveled with a slope no greater than 1:2 ratio. Changes exceeding .50-in. shall be treated as a ramp. Whenever possible, gratings should not be located within or along walks. Walks shall have a level platform at the top in accordance with the maneuvering clearance for doors.

Ramps: Where ramps are necessary or desired, they shall be of a non-slip surface, with a slope no greater than 1-ft. rise in 12-ft. They must have a minimum clear width of 3-ft. with level landings at the top and bottom of each ramp run. Each landing shall be as wide as the widest ramp run leading into it. Landings on a straight run ramp shall be a minimum 5-ft. in length. Intermediate landings for ramps turning directions shall be a minimum of 5-ft. by 5-ft. Continuous handrails shall be provided on both sides of all ramps with a vertical rise greater than 6-in. Ramps with vertical drop-offs greater than 6-in. shall have curbs, walls, railings, or projecting surfaces.

Entrances: At least one main entrance shall be accessible. It shall be connected by an accessible walk to parking for the disabled, public street(s), accessible elevator(s), and other accessible elements and spaces throughout the building. If power-operated entrance doors are provided, they shall comply with the provisions of American National Standards Institute (ANSI) 156.10 (1979). Where vestibules are provided, doors in a series, in a straight line, shall swing in the same direction or away from the space between doors and be at a distance of 48-in. plus the width of any door swinging into the space.

Accessible entrances shall be identified by the international symbol of accessibility. The signs shall be located so that handicapped individuals approaching the building will be directed to the accessible entrance.

Handrails: Stairs shall have continuous handrails on both sides that extend a minimum of 12-in. beyond the top riser and 12-in. plus the width of one tread on one side beyond the bottom riser. At the top, the 12-in. extension shall be parallel with the floor. At the bottom, the handrail shall continue to slope for a distance of one tread width from the bottom riser with the 12-in. remainder being horizontal and parallel with the floor. The inside handrail on switchback, dogleg stairs or ramps shall always be continuous. Handrails shall not present a hazard and shall be either rounded or returned smoothly to the floor, wall, or post. All handrails and adjacent surfaces shall be free of any sharp or abrasive elements. Clear space between handrails and the wall shall be 1.5-in. Gripping surfaces shall be uninterrupted and mounted between 30 and 34-in. above stair platform/tread surface. The diameter or width of the gripping surfaces of a handrail shall be 1.25-in. to 1.5-in., or the shape shall provide an equivalent gripping surface. Handrails shall not rotate within their fittings.

B. ARCHITECTURAL FEATURES AND FINISHES

2.00 General

Paint colors, tiles, carpet, door finishes, cove base, etc., shall be color coordinated. Selection of these items must be approved by the Tenants.

2.01 Ceilings

Ceilings in the office space must be at least 9-ft. and no more than 11-ft. from the floor to the lowest obstruction. Areas with raised flooring must also maintain these limitations above the finished raised flooring. Protrusions of fixtures into traffic ways shall be avoided.

In the building protected throughout by a sprinkler system meeting the Tenants approval, ceilings and interior finishes in areas not part of the normal exit may have flame spread and smoke development limits of 200, in lieu of 25 for the flame spread and 50 for smoke development (ASTM E-84).

In sprinkler-protected exits or enclosed corridors leading to exits, ceilings and interior finishes may be composed of materials having a flame spread rating of 75 or less and a smoke development rating of 100 or less in lieu of 25 for flame spread and 50 for smoke development (ASTM E-84).

Ceilings must be flat plane in each room with fluorescent recessed fixtures. Fixtures in the industrial space work areas are not required to be recessed. Ceilings are to

be finished as follows unless an alternate finish is approved by the Tenants.

Restrooms: Plaster or painted and taped gypsum board, unless alternatives are approved by the Tenants.

Offices and Conferences Rooms: Mineral acoustical tile or lay-in panels with textured or patterned surface and concealed grid, regular edges or equivalent quality to be approved by the Tenants.

Corridors and Eating/Galley Areas: Plaster or painted and taped gypsum board or mineral acoustical tile.

(Reference Section 2.18, "Acoustical Requirements," for additional specifications.)

2.02 Wall Coverings

Physical Requirements: Prior to occupancy, wall coverings in office space areas are to be generally flat surfaces with a finish approved by the Tenants.

Prior to occupancy, all restrooms offered to comply with the restroom fixture schedule of this solicitation must have ceramic tile in splash areas and vinyl wall covering not less than 13-ounces per square yard as specified in FS CCC-W-408C on remaining wall areas or equivalent quality as approved by the Tenants unless an alternate finish is approved by the Tenants.

Replacement: All wall covering is to be maintained in "like new" condition for the life of the lease. Wall covering must be replaced or repaired at the Lessor's expense, including moving and replacing furnishings (except where wall covering has been damaged due to the negligence of the Tenants) any time during the occupancy by the Tenants if it is torn, peeling, or permanently stained; the ceramic tile in the restrooms must be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work is to be done after working hours.

2.03 Doors (Exterior)

Exterior doors shall have a minimum opening of 36-in. width for a single door or 72-in. width for double doors, shall be heavy duty, full flush, hollow steel construction, solid core wood, or aluminum-framed insulated tempered glass. Wood doors shall be at least 1.75-in. thick. Exterior doors shall be weather tight, equipped with automatic door closers, and shall open outward at least 90 degrees. Exterior double doors equipped with an astragal shall have an installed coordinator for proper closure. Rear entrance door(s) shall include a double door with a minimum opening of 72-in. by 80-in. adjacent to loading zone.

Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

2.04 Doors (Interior)

Doors must have a minimum opening of 36-in. by 80-in. Doors shall be 1.75- in. thick, solid core, mounted in metal frames. The maximum leaf size on exit doors is 4-ft. They must be flush, natural wood, veneer faced, or equivalent finish as approved by the Tenants. They shall be operable by a single effort and must be in accordance with Uniform Building Code requirements. All designated exit doors must open at least 90 degrees in the direction of travel for personnel egress.

2.05 Doors (Maneuvering Clearances)

The walk, landing or floor area for doors that open onto walkways, ramps, corridors, and other pedestrian paths of travel, shall be clear and level, with a slope no greater than 1:50 ratio and extend a minimum of 5-ft. from the swing side of the door, 4-ft. from the opposite side, a minimum of 1.50-ft. past the latch side (pull side), and a minimum of 1-ft. past the latch side (push side) of the door. Dimensions of the level maneuvering space at doors shall conform to ADA.

2.06 Doors (Hardware)

Doors must have heavy duty hardware with hardware stops (wall or floor mounted). All public use doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door closures. Operating hardware on accessible doors shall have a grip and operation which facilitates use with one hand without tight grasping, tight pinching, or twisting of the wrist.

Outside and perimeter doors must be equipped with 5-pin, tumbler cylinder locks and strike plates and must be operable from the inside. The Tenants reserves the right to request cylinder locks on interior corridor doors, as required. All locks must be equipped with new core locks and be master keyed prior to occupancy. The Tenants must be furnished at least two master keys and two keys for each lock. The Lessor shall strictly account for all keys (exterior and interior) distributed to the Tenants and Lessor's support personnel, by location and use.

2.07 Doors (Identification)

Door identification shall be installed in approved locations adjacent to office entrances. The form of door identification must be approved by the Tenants. Toilet, and corridor doors must be identified by the international symbol of accessibility at a height of 54 to 66-in. above the floor to the centerline of the sign, and wherever possible, mounted on the wall at the latch side of the door. Seldom-used doors to areas posing danger to the blind must have knurled or acceptable

plastic abrasive coated handles.

Tactile warning indicators shall be used to identify exit stairs. Exit doors must be provided with lighted signs, prominently displayed above the door.

2.08 Partitions (General)

Partitions and dividers must be provided as outlined below. Partitioning requirements may be met with existing partitions if they meet the Tenants' standards and layout requirements.

2.08.01 Partitions (Permanent)

Permanent partitions must be provided as necessary to surround stairs, corridors, elevator shafts, toilet rooms, janitor closets, and Commission-occupied or Forum-occupied premises from other tenants on the floor. They shall extend from the structural floor slab to the structural ceiling slab.

2.08.02 Partitions (Subdivision)

Subdividing partitions shall comply with local requirements. They must extend from the finished floor to at least the finished ceiling, unless the use of modular furniture is proposed as an alternative. The Tenants will not be responsible for demolition expense of existing improvements necessary to satisfy space requirements.

Partitions may be prefinished or taped and painted. HVAC must be rebalanced and lighting repositioned, as appropriate, after installation of partitions. Where partitions do not extend above suspended ceiling, acoustical insulation shall be provided in the space above the ceiling to ensure that inter-office sound transmissions are minimized and on the order of that to be expected of the walls continued to the underside of the structural system above.

2.08.03 Partitions (Movable)

All movable partitions will be supplied by the Lessor. Selection of these items must be approved by the Tenants.

2.09 Floor Coverings and Perimeters

In all office space areas, floor covering may be either resilient flooring or carpet except as otherwise specified in this solicitation. Floor perimeters on partitions must be wood, rubber, vinyl, or carpet base.

Office and Support Areas: Prior to occupancy, resilient flooring, carpet or carpet tiles must cover all office and office support areas, partitioned or non-partitioned, including interior hallways, conference rooms, lobby areas, and other support areas as identified by the Tenants.

Break/Kitchen Areas: Resilient flooring is to be used in break/kitchen areas as outlined in Section 2.26, "Rooms."

Toilet and Service Areas: Terrazzo, unglazed ceramic tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is approved by the Tenants.

Carpet (Physical Requirements): Any carpet to be newly installed must meet the following specifications and be approved by the Tenants prior to installation.

Pile Yarn Content: Staple filament or continuous filament branded soil-hiding nylon, wool/nylon, or olefin combinations.

Carpet Pile Construction: Level loop, textured loop, tufted level loop, level cut pile, or level cut/uncut pile.

Pile Weight: 26-ounces per square yard minimum for level loop, textured loop, and cut pile. 32-ounces per square yard minimum for level cut/uncut pile, plush and tuft.

Pile Height: ½-in. maximum over firm pad or no pad.

Secondary Back: Synthetic fiber or jute for glue-down installation.

Total Weight: 64-ounces per square yard minimum.

Density: 100 percent nylon (loop and cut pile) - minimum 4000; other fibers, including blends and combinations - minimum 4500.

Static Buildup: 3.5 KV maximum with built-in static dissipation is recommended; "Static-Controlled" is acceptable.

Carpet and Resilient Flooring (Replacement): The flooring shall be replaced by the Lessor at no cost to the Tenants prior to or during Tenants occupancy when it has curls, upturned edges, backing or underlayment is exposed, or other noticeable variations in surface color or texture. Includes moving and return of furniture.

2.10 Window Coverings

Window Blinds: All exterior windows in other than open space work areas shall be equipped with window blinds. The blinds may be aluminum, plastic, or vinyl. They may be horizontal or vertical. The use of any other material must be approved by the Tenants. The window blinds must have non-corroding mechanisms and synthetic tapes. Color selection will be approved by the Tenants.

2.11 Mechanical, Electrical, Plumbing (General)

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. The Lessor shall maintain preventative maintenance records for the life of the lease. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

2.12 Drinking Fountains

The Lessor shall provide a minimum of one chilled drinking fountain. The water fountains shall be accessible to and usable by the physically disabled. They shall have an up-front spout and control which is located no higher than 36-in. above the finished floor. Controls shall be hand or hand and foot operated. Conventional floor mounted water fountains can be serviceable to individuals in wheelchairs if a clear floor space of 30-in. by 48-in. is provided adjacent to the fountain or if accessible mounted disposable water cups are provided adjacent to the water fountain. A fully recessed water fountain is not recommended.

2.13 Restrooms

Separate toilet facilities for men and women shall be provided on each floor occupied by the Tenants in the building. The facilities must be located so that employees will not be required to travel more than 200-ft. on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room) separated by panels at least 2-ft. deep and 4-ft. high, and hot and cold water. Each toilet room shall also be equipped with recessed floor drains. Water closets and urinals shall not be visible when the exterior door is open. Each main toilet room shall contain:

Equipment:

A mirror above the lavatory.

A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy unrestricted dispensing.

A coat hook on inside face of door to each water closet stall.

At least one modern paper towel dispenser, soap dispenser and waste receptacle for every two lavatories.

Ceramic tile or comparable wainscot from the floor to a minimum height of 4- ft. 6-

in.

A counter area of at least 2-ft. in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

Toilets for the Disabled: All public toilet rooms shall be located along an accessible path of travel and must have accessible fixtures, accessories, doors, and adequate maneuvering clearances. Facilities shall comply with ADA. The interior shall allow an unobstructed floor space of 5-ft. in diameter, measured 12-in. above the floor. At least one men's and one women's toilet room on each floor where the Tenants leases part of the floor, or all public toilet rooms where the Tenants leases the entire floor, shall have one toilet that:

Is 60-in. wide.

Has a minimum depth of 56-in. when wall mounted closets are used, or 59-in. when floor mounted closets are used.

Has a clear floor area.

Has a stall door located in the corner opposite the toilet and swings out. Has sturdy grab bars on each side (front transfer stall) or on the side and back (side transfer stall). They shall be 33 to 36-in. high and parallel to the floor, 1.25-in. to 1.50-in. in outside diameter, with 1.50-in. clearance between rail and wall, and fastened securely at ends and center. They shall have no sharp edges and must permit the continuous sliding of hands.

Has a water closet mounted at a height from 17 to 19-in., measured from the floor to the top of the seat and 18-in. from a side stall wall. Hand-operated or automatic flush controls shall be mounted no higher than 44-in. above the floor.

Alternate Toilet Stalls for the Physically Disabled: A stall measuring at least 42-in. or 48-in. wide by 66-in. (preferably 72-in.) deep may be acceptable as determined by the Tenants.

Accessible Lavatory: At least one lavatory shall be mounted with the rim or counter surface no higher than 34-in. above the finished floor. Provide a clearance of at least 29-in. from the floor to the bottom of the apron. Faucets shall be lever operated, push type, or electronically activated for one hand operation without the need for tight pinching or grasping. Drain pipes and hot water pipes under a lavatory must be covered, insulated, or recessed far enough so that wheelchair individuals or individuals without sensation will not burn themselves.

Other Accessibility Requirements: One mirror with shelf shall be provided above the lavatory at a height as low as possible and no higher than 40-in. above the floor, measured from the top of the shelf and the bottom of the mirror. A common mirror provided for both the able and disabled must provide a convenient view for both. Toilet rooms for men shall have one wall-mounted urinal with an elongated lip, with the basin opening no more than 17-in. above the floor. Accessible floor-mounted stall urinals with basins at the level of the floor are acceptable. The toilet rooms shall have at least one towel rack, towel dispensers, and other dispensers and disposal units mounted no higher than 48-in. from the floor or 54-in. where side-reach is possible.

2.14 **Break/Kitchen Area**

Break/kitchen area(s) shall contain sufficient electrical capacity to supply a drink machine, refrigerated vending machine, refrigerator(s), microwave oven(s), and a high volume coffee maker.

Each break/kitchen area shall also be equipped with a minimum 6-ft. long counter including storage cabinets above and below with one minimum 30-in. wide accessible counter area with knee space clearance for a person using a wheelchair, in accordance with ADA. An accessible sink, equipped with sanitary drain, shall be located within the counter top area, with knee clearance below, and shall provide hot and cold potable water. Sufficient water connections shall be provided to accommodate refrigerator ice maker(s). A modern commercial grade paper towel dispenser and waste receptacle shall also be located in this area, also conforming to the reach heights over obstructions as required by ADA.

2.15 **Janitor Closets**

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided.

2.16 **Acoustical Requirements**

Reverberation Control: Ceilings in carpeted space shall have a Noise Reduction Coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.

Ambient Noise Control: Ambient noise from mechanical equipment shall not exceed Noise Criteria curve (NC) 35 in accordance with the ASHRAE Handbook in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

Noise Isolation: Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following Noise

Isolation Class (NIC) Standards when tested in accordance with ASTM E-336:
Conference Rooms: NIC-40
Offices: NIC-35

Certification: The Tenants may require at no cost to the Tenants, a certification attesting that acoustical requirements have been met. Certification must be accompanied by test reports by a qualified acoustical consultant verifying requirements for control of ambient noise and noise isolation.

The requirements of this Acoustical Requirements paragraph shall take precedence over any additional specifications in this solicitation if there is a conflict.

2.17 Heating and Air Conditioning

The HVAC system for all areas shall be capable of maintaining temperatures conforming to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. However, thermostats shall not be set below 65 degrees Fahrenheit during the heating season nor above 78 degrees Fahrenheit during the cooling season. Temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.

Thermostats shall be secured from manual operation by key or locked cage, unless waived by the Tenants. A key shall be provided to the Tenants. Areas having excessive heat gain, heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

Lessor will provide a programmable thermostat for after-hour and weekend control, with a 3-hour override capability to restore normal workday temperature settings.

Zone Control: Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 square feet. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal load in excess of 5 tons shall be independently controlled. Concealed package air-conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

Equipment Performance: Temperature control for all spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 watt/sq. ft. to minus 1.5 watts/sq. ft. from initial design requirements of the tenant.

All filters shall be regularly replaced with new filters in accordance with

manufacturers recommended operating procedures.

2.18 Ventilation

During working hours in periods of heating and cooling, ventilation shall be provided in accordance with American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc. (ASHRAE) Standard 62, Ventilation for Acceptable Indoor Air Quality, where physically practical. Where not physically practical, the maximum allowable amount of ventilation shall be provided during periods of heating and cooling and opportunities to increase ventilation up to current standards shall be pursued during the normal cycle of owner-initiated building improvements, retrofits, and upgrades. In no event shall outside air be provided to all space at less than a minimum of 20 cubic feet per minute for each person. Economizer cycle free cooling, using outside air, may be used for cooling.

An automatic air or water economizer cycle must be provided to all air handling equipment, where practicable. The building shall have a fully functional building automation system capable of control regulation, and monitoring of all environmental conditioning equipment. The system shall be fully supported by a service and maintenance contract.

Restrooms shall be ventilated with a minimum 15 air changes per hour. Provisions shall be made for night and weekend shutdown of restroom exhaust fans.

2.19 Electrical (General)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities will be enclosed. The enclosure may not be used for storage or other purposes. Distribution panels must be circuit breaker type with 10 percent spare power load and circuits; dedicated circuits for copy machines must be provided. The electrical service must be capable of accommodating one personal computer and associated peripheral equipment (i.e., printers, hard drives, back-up storage devices, modems, etc.), as well as common office machines for each individual workstation.

2.20 Electrical (Distribution)

All floors must have 120/208 volt, 3-phase, 4-wire/60-Hertz electric service available. Duplex outlets shall be circuited separately from the lighting. A minimum of four duplex receptacles, one per wall, rated at 20-amps, 120 volts are required in each office; a minimum of two per wall required in larger rooms (conference room, copier room, etc.). Each office shall be provided one dedicated 20-amp circuit. Outlets and raceways shall be concealed except when surface-mounting is approved in open space areas.

Work rooms must have at least one or two dedicated 20 amp, 120 volt circuit for copiers, facsimile machines, specialized printers, etc., as identified by the Tenants.

Break rooms must have a minimum of two dedicated circuits capable of accommodating refrigerator, microwave, ice machine, coffee machine(s), and vending machine(s). Reference Section 2.15 "Break/Kitchen Areas."

Electrical plans shall be submitted for Tenants approval prior to installation. Based upon review, the Tenants reserves the right to add additional receptacles, as required, prior to final plan approval.

2.21 Telephone and Data Equipment

There shall be a central or main telecommunications area (room) in the facility as identified and provided by the Lessor. The room shall be located within the area it serves so that the maximum linear distance of cabling between the telecommunications room and the telecommunications outlets does not exceed 295 ft. for office space areas.

The room for the Commission shall be capable of being secured with a touchpad keyless entry and shall be of sufficient size (refer to Section 2.25, "Rooms").

Lessor shall furnish and install 4-ft. by 8-ft. sheets of 3/4-in. plywood mounted to the walls in the telecommunications room. An exposed building ground bus mounted on the plywood on the wall shall be provided to allow for the connection of a 6 gauge ground wire to each cabinet or rack. Electrical power (a 10 circuit lighting panel with 60 amp main circuit breaker) will be provided by dedicated circuit to accommodate the telecommunications equipment power requirements. A minimum of two NEMA 5-15 quad plugs and minimum of four NEMA 5-20 plugs will be provided by the Lessor.

A separate heating, air conditioning, and ventilation system shall be provided to maintain the room temperature between 65 and 75 °F and the relative humidity not greater than 55 percent, assuming an equipment load of 5kw. The room shall not include storage areas for any machinery, equipment or supplies not directly related to the telecommunication function.

The Tenants shall be permitted to install DOE fiber optic cabling (preferred) or AT&T fiber optic cabling into the central or main room. If more than one room is necessary, fiber optic cabling or at least one Category 5E or greater copper cable shall be installed between the telecommunications areas or rooms.

The Lessor will provide, or subcontract to another party, the supply and installation of continuous non-spliced internal voice and data wiring from the telecommunications room(s) to each separate office and office support area. Prior

to purchasing the voice and data cables or prior to occupancy by the Commission, the Lessor shall contact a designated Telecommunications representative of the Tenants to review and verify the cable requirements as described below. The Tenants' designated representative shall approve the Lessor's proposed cable requirements or existing cable in place at the facility. The voice cable shall be ANSI/TIA/EIA standard Category 5E, or greater. The data cable shall be ANSI/TIA/EIA standard Category 5E or greater.

All offices and supplemental space, excluding the break room, shall have at least two voice and two data drop. Each voice/data drop shall consist of a voice and data cable, identified on both ends with the appropriate room number and outlet number, routed between the telecommunications room and the space being served. 12-in. (minimum) of spare cable shall be left at each voice/data drop for the Tenants' connection. In the telecommunications room(s), a measure of cable equal to the floor-to-ceiling distance shall be left for the Tenants' connections. Wall penetrations in the offices and supplemental space shall be adequate for installation by the Tenants of an integrated voice/data outlet or a blank faceplate. Lessor will be responsible for providing voice and data wiring to main junction boxes to accommodate cubical offices for planned work areas, if required. When cable consists of multiple runs, cable trays, j-hooks, or rings shall be provided to insure cable does not come into contact with suspended ceilings or other items.

The Tenants will provide, install, and maintain telecommunications equipment including telephones, multiplexers, Ethernet switches, wireless network access points, interface equipment, and peripheral equipment, as required. Additional voice/data drops, as needed after occupancy, may be pulled by Verizon or other designated cable installers under subcontract with the Tenants.

Plans denoting location of voice and data wiring drops shall be submitted for the Tenants' approval prior to installation. Based upon review, the Tenants reserves the right to add additional drops, as required, prior to final plan approval.

The Tenants' acceptance of the Lessor provided and installed voice/data cable is contingent upon the Lessor's successful testing of the completed system, including wiring and terminations, by a third party certified cable installer under subcontract with the Lessor. The test results data shall be provided to the Tenants prior to occupancy of the office space. Any problems associated with the Lessor supplied cable and/or installation of the cable must be corrected by the Lessor at no additional cost to the Tenants.

2.22 Telecommunications

The Tenants requires an internet feed with a minimum 20 Mbps download and 5 Mbps upload. The cable wiring is to be provided by the Lessor. The Tenants will pay the monthly service provider fees.

2.23 Lighting

Modern low brightness, parabolic type 2-ft. by 4-ft. or 2-ft. by 2-ft. fluorescent fixtures using no more than 2.0 watts per square foot shall be provided. Such fixtures shall be capable of producing and maintaining a uniform lighting level of 50-ft. candles at working surface height throughout the space. A lighting level of at least 20-ft. candles at foot level should be maintained in corridors providing ingress and egress to the Commission leased space. One to 10-ft. candles or minimum levels sufficient to ensure safety should be maintained in other nonworking areas. When the space is not in use by the Commission, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

Variable lighting shall be provided in auditorium and conference rooms. Dimmer control is sufficient.

Building entrances, exits, and parking areas must be lighted. Lighting in these areas shall be controlled by electric eye. Ballasts are to be rapid-start, thermally-protected, voltage-regulating type, UL listed and ETL approved.

Outdoor parking areas shall have a minimum of 1-ft. candle of illumination at the walking surface. Shielded lighting to preserve dark skies is preferred.

Lighting must be switched so as to allow direct control of power for each office, hallway, or conference room.

2.24 **Switches**

Switches and controls for lighting, heat, fire alarms, and all similar controls of frequent or essential use shall be placed no higher than 54-in. from the floor with 48-in. preferred. Switches shall be located on columns or walls by door openings. No more than 1000 square feet of open space shall be controlled by one light switch.

2.25 **Rooms**

In addition to the schedule, as stated in the attached "Space Needs" document developed by Design Organization, there must be other rooms as indicated elsewhere, i.e., restrooms, mechanical rooms, electrical rooms, janitor closets, etc.

One large meeting room with an estimated 4,000 square feet must be included with the possibility of dividing the room into two or three smaller rooms. The room must include an area for a sink, coffeemaker, counter top, and storage cabinets. AV equipment needed for presentations should be built in and computer compatible. Lessor is to provide the room dividers, counter top, storage cabinets, and AV equipment.

In addition, there must be a reception area with an estimated 150 square feet

which must be adjacent to a reception station. Installation and/or relocation of furniture within the leased space will be provided by the Commission or a contractor satisfactory to the Commission. All furniture will be provided by the Commission, unless furniture is available as an alternative.

The space shall contain the following as described in the attached "Space Needs" document developed by Design Organization.

2.26 Special Requirements

Access Control

The Lessor shall provide an on-the-wall electronic key-pad, magnetically driven lock with a manual override, and a crash bar to the door. This door must meet ADA regulations, but does not need to have an automatic door opener.

Built-In Storage

Storage rooms shall have built-in storage shelves to be installed on two (2) walls, 8 -ft. long by 7-ft. high, with a minimum depth of 2 ft.

Locker/Shower Facility

The provision of a shower facility is desirable.

C. SERVICES, UTILITIES, AND MAINTENANCE

3.01 General

The infrastructure for services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies.

3.02 Normal Hours

Services, utilities, and maintenance shall be provided daily except Saturdays, Sundays, and Commission holidays. Normal duty hours are 7:00 a.m. to 7:00 p.m. for the office space. On duty days, heating or cooling shall be for a significant portion of the day. The office space building must be at least 65 degrees Fahrenheit by 6:30 a.m. in the winter and down to or lower than 78 degrees Fahrenheit by 6:30 a.m. in the summer.

3.03 Overtime Usage

The Tenants shall have access to the leased space at all times, including the use

of toilets, lights, HVAC systems, and small business machines.

3.04 Utilities

The Lessor shall ensure that utilities necessary for operation are provided. The Lessor shall provide separate metering as required for electrical/gas service and the Tenants will be responsible for paying the monthly electrical/gas costs for the building (or that portion of the building leased by the Tenants), for that service.

The Lessor shall furnish the Tenants, prior to occupancy, written verification of the meter numbers and certification that these meters measure Commission or Forum usage only. Proration is not permissible.

3.05 Security

The Lessor's facility shall be equipped with intrusion alarms (windows, doors, and motion detectors) to prevent illegal entry or loitering in the space leased and to prevent unauthorized entry during off-duty hours. Wires from intrusion detection systems shall not be exposed to casual viewing. Reporting of the intrusion alarm system shall be to the local police department having jurisdiction. Telephone lines for this reporting shall be safeguarded as satisfactory to the Tenants. Preventive maintenance shall be conducted annually and documentation provided to the Tenants upon completion.

3.06 Janitorial Services

The Tenants shall be responsible for interior janitorial services excluding the following: wash all interior and exterior windows twice a year, wash all Venetian blinds annually, clean ventilation ducts annually, shampoo carpeting in all offices, meeting rooms and other nonpublic areas annually, strip and apply four coats of finish to resilient floors in toilets, and strip and refinish main corridors and other heavy traffic areas.

The Lessor shall maintain the lease premises, including outside areas and landscaping, in a clean condition, and shall provide supplies and equipment.

As Required: Properly maintain plants and lawns, remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, starters and battery packs (as appropriate). Replace worn floor coverings (this includes moving and return of furniture). Exterminate pests.

3.07 Maintenance Services and Testing of Systems

The Lessor is responsible for the total maintenance and repair of the leased

premises. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be retained by the Lessor and provided to the Tenants upon request.

Annual: Without any additional charge, the Tenants reserves the right to require the Lessor or his representative to test once a year, with proper notice, such systems as fire alarm, sprinkler, emergency generator, etc., to ensure proper operation. These tests shall be witnessed by a representative of the Tenants.

Every Three Years: Paint all public and high traffic public areas. Includes moving and return of furniture.

Every Five Years: Paint all remaining interior walls. Includes moving and return of furniture. Carpet shall be replaced. Includes moving and return of furniture.

3.08 Schedule of Periodic Services

Within 60 days after occupancy by the Tenants, the Lessor shall provide the contracting officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

3.09 Building Operating Plan

The Tenants shall have control over all start-up and shut-down times for operation of each building system, such as lighting, heating, cooling, ventilation, and plumbing, which is necessary for the operation of the building.

3.10 Landscape Maintenance

Performance will be based on the Tenants' evaluation of results and not the frequency or the method of performance. Landscape maintenance is to be performed during the growing season on a weekly cycle and will consist of watering, mowing, and policing area to keep it free of debris. Pruning and fertilization are to be done on an as-needed basis. In addition, dead or dying plants are to be replaced.

D. SAFETY AND FIRE PREVENTION

4.01 Code Violations

Space offered must have a current occupancy permit issued by the local jurisdiction. If the local jurisdiction does not issue occupancy permits, Lessor should consult the Tenants to determine if other documentation may be needed. Equipment, services, or utilities furnished and activities or other occupants shall be free of safety, health, and fire hazards and from accessibility obstructions. When hazards or obstructions are detected, they must be promptly corrected at the Lessor's expense.

4.02 Portable Fire Extinguishers and Smoke Detectors

Portable type fire extinguishers meeting requirements of NFPA Standard No. 10 shall be provided and maintained by the Lessor. Mounting heights, cabinet controls and accessibility (including weights) shall also comply with ADA.

At least two smoke detectors shall be provided. They shall be tested at least twice per year and maintained in good operating order by the Lessor. The detectors shall be placed so as to provide the best effective coverage. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

4.03 Manual Fire Alarm System

A manual fire alarm system shall be provided, maintained, and tested by the Lessor in accordance with NFPA Standard No. 71 and 72. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station (NFPA Standard No. 71). Emergency power must be provided in accordance with NFPA Standards No. 70 and 72.

In all new construction, and in existing buildings where the fire alarm system is being replaced or installed, the fire alarm system is required to have the following:

- a. (Noncoded) audible and visible alarm devices in accordance with NFPA Standard No. 72, or
- b. (Noncoded) audible and visible alarm devices in accordance with NFPA Standard No. 72 and an equivalent specialized warning system for the hearing impaired. When utilizing visible alarm devices, the indirect primary signaling method is recommended to be used. Also, notification characteristics of the audible and visual alarm devices shall be in accordance with NFPA Standard No. 72.

4.04 Exit and Emergency Lighting

Emergency lighting must provide at least .5-ft. candle of illumination throughout the exit path, including exit access routes or other routes such as passageways to the outside of the building. The emergency lighting system used must be such that it will operate even if the public utility power fails. The system may be powered from connections to separate substations or to a network system from the public utility. Automatic switching must be provided for the emergency power supply.

4.05 Fire Doors

Fire doors shall conform with NFPA Standard No. 80.

4.06 Indoor Air Quality

Control of contaminants at the source and operation of the space shall be conducted in such a manner that indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas are as follows: CO - 9 parts per million (PPM) time weighted averaged (TWA—8-hour sample); CO₂ - 1000 PPM (TWA); HCHO - 0.1 PPM (TWA).

Indoor air quality complaints shall be investigated promptly at no cost to the Tenants. Controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.) shall be performed.

Tenants reserve the right to conduct independent indoor air quality assessments and detailed studies in space it occupies, as well as in space serving the Commission leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Tenants in its assessments and detailed studies by making available information on building operations and activities, providing access to space for assessment and testing, if required, and implement corrective measures required by the Tenants.

4.07 Radon Measurement and Corrective Action

Radon levels in space leased to the Tenants shall not equal or exceed the Environmental Protection Agency (EPA) action level for homes of 4 picocuries per liter (pCi/l). Lessor agrees to measure the premises for radon and mitigate radon levels which equal or exceed 4 pCi/l.

The portion of the space proposed for lease to the Tenants that is in ground contact shall be measured by the Lessor for radon and the results certified on a form provided by the Tenants (see Representations and Certifications (1-93)). Radon detectors shall be placed throughout the required area to ensure each

detector covers no more than 2,000 net usable square feet. Radon must be measured:

- a. for a minimum of 90 days using either Alpha Track Detectors or Electret Ion Chambers, herein called the "Standard Test." The Lessor shall submit the certification within 30 days after the test is complete, but no later than 150 days after award, unless Tenants determine that there is not enough time for the Standard Test, in which case,
- b. the Lessor shall measure Alpha Track Detectors for a minimum period of 2 to 4 weeks or Charcoal Canister or Electret Ion Chambers for a period of 2 to 3 days, herein called the "Short Test," as determined by the Tenants. The Lessor shall being the Short Test not later than 1 week after lease award and submit the certification no later than 7 days after the completion of the measurements. Follow-up measurements using the Standard Test shall be completed as set forth under (1) above.

If space offered for lease to the Tenants is in a building under construction or proposed for construction, the Lessor shall perform, if possible, the Standard Test for radon before or during building and submit the required certification to the Tenants within 30 days after the test is completed, but prior to Tenants' occupancy of the space. If it is not possible to complete the Standard Test before, or during build-out, the Short Test shall be completed before occupancy and the radon certification submitted not later than 7 days after completion. In addition, the Standard Test shall be completed not later than 150 days after occupancy and the radon certification shall be submitted within 30 days after completion.

If measurements, as required by this paragraph, reveal radon levels at or above 4 pCi/l, the Lessor shall develop a plan of correction action. The Lessor shall carry out the plan prior to occupancy by the Tenants. If Lessor's measurements taken after occupancy reveal radon levels at or above 4 pCi/l, the Lessor shall develop and carry out a plan of correction action as set forth below, to include follow-up measurements using the Standard Test after the correction action is completed. If the Lessor fails to exercise due diligence, or is otherwise unable to correct excessive radon levels, the Commission or the Forum, at their sole discretion, may terminate the lease. The Tenants reserves the right to measure radon in the space it leases at any time during the term of the lease. If radon at or above 200 pCi/l is detected, the Lessor shall initiate correction action to reduce the level to below 4 pCi/l. If radon at or above 200 pCi/l is detected, the Lessor shall restrict the use of the area and provide comparable temporary space, as agreed by the Tenants, for the Tenants until the correction action is completed. Follow-up measurements using the Standard Test shall be conducted by the Lessor to assess the effectiveness of the correction action. All corrective action, tenant relocation, and follow-up measurement shall be provided by the Lessor at no additional cost to the Tenants. The Lessor shall provide the Tenants with prior written notice of any proposed corrective action or

tenant relocation.

4.08 Occupational Safety and Health Administration (OSHA) Requirements

It is the Tenants' policy to lease space which does not expose the occupant to undue safety and environmental risks.

The Lessor agrees to comply with OSHA Standards which are located at Title 29 of the Code of Federal Regulations (29 CFR 1910 and 1926).

All tools and equipment provided by the Lessor for Tenants use must comply with the applicable standards of 29 CFR 1910.

Any construction/repair and alteration work done for/by the Lessor shall comply with the current edition of the OSHA Standards for Construction Industry, 29 CFR 1926 and applicable portions of 29 CFR 1910.

E. DEFINITION OF USABLE SPACE

"Usable Space" consistent with the "Space Needs" study as attached, is the actual space to be occupied by the Tenants. It is determined as follows:

If the space is on a single-tenancy floor, compute the inside gross area by measuring between the inside finish of permanent exterior building walls or from the face of convectors (pipes and other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.

If the space is on a multiple-tenancy floor, measure from the exterior building walls as above and to the room side finish of fixed corridor and shaft walls and/or the center of tenant-separating partitions.

In all measurements, make no deductions for columns and projections enclosing the structural elements of the building and deduct the following area from the gross area including their enclosing walls:

- stairwells and restrooms,
- elevators and escalator shafts,
- building equipment and service areas,
- entrance and elevator lobbies,
- stacks and shafts, and
- permanent corridors in place or required by local codes and ordinances and/or required by the Tenants to provide an acceptable level of safety and/or to provide access to all essential building elements.

The right to use appurtenant areas and facilities is included.

F. Lease Payments - Forgiveness

Lessor shall prepare an option, including the costs, for Tenants to lease and occupy the spaces that the Tenants lease beginning December 1, 2013. These payments shall also assume that the Tenants do not pay monthly lease payments until February 1, 2014.

Required Exhibits:

- **NON-COLLUSION AFFIDAVIT**
- **DISBARMENT OR SUSPENSION CERTIFICATION**

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

The undersigned Bidder(s) or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person from bidding not to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Bidder(s) (Firm)

Signature of Bidder(s) or Agent

DISBARMENT OR SUSPENSION CERTIFICATION

CERTIFICATION OF COMPLIANCE WITH GOVERNMENT-WIDE DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PROVISIONS – LOWER TIER COVERED TRANSACTIONS (To be submitted with each bid or offer exceeding \$25,000)

In regard to 49 CFR Part 29 and Executive Order 12549 By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below in accordance with the following instructions:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the COMMISSION may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to COMMISSION if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact COMMISSION for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by COMMISSION.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, COMMISSION may pursue available remedies including suspension and/or debarment. Pursuant to the above instructions:

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 CFR § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ Date

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

Space Description	Quantity	SF	Total SF	Comments
Kankakee Valley Basin				
Workstations	1	65	65	Consultant Position
Filing	5	10	50	
Sub-Total Kankakee Valley Basin			115	
I.T. Department				
Workstations	1	65	65	Consultant Positions. May be Located in P.C. Build/Fix Room
Server Room	1	150	150	Lockable. With Supplemental Cooling Unit
P.C. Storage, Build/Fix Room	1	150	150	
Sub-Total I.T. Department			365	
Total Square Footage			11,645	
Circulation Factor	30%		3,495	

Total USF for NIRPC 15,140



OPTION A - Forum Would Share a Location with NIRPC

January 29, 2013

Space Needs

Space Description	Quantity	SF	Total SF	Comments
Common Areas				
Lobby/Waiting	1	100	100	Seating for 2-4
Reception Station	1	65	65	Existing Furniture
Mens Restroom (Staff)	1	100	100	Single Use
Womens Restroom (Staff)	1	100	100	Single Use
Copy/Print Center	1	120	120	
Production Room	1	200	200	Stand-Up Height Counters with Flat Storage for 24x36 Boards/Posters
Storage Room	1	250	250	Adjacent to Production Room
Sub-Total Common Area			935	
Forum Office Space				
Executive Office	1	300	300	Centrally Located. Existing Furniture w/ Table for (4)
Director Office	4	200	800	Existing Furniture
Visitor/Consultant Office	1	150	150	
Admin./Visitor/Consultant Workstation	2	65	130	Existing Furniture
Conference Room for (25)	1	600	600	Movable Table Configuration
Files/Bookcases	5	10	50	
Conferences for 40 to 100 Would be Held in NIRPC Auditorium Space(s)				
Sub-Total Office Space			2030	
Total Square Footage			2,965	
Circulation Factor	30%		890	

Total USF for Forum

3,855



Northwestern Indiana Regional Planning Commission



January 29, 2013

Space Needs - Summary (Shared Space)

Space Description	Quantity	SF
Common Areas		
Auditorium	1	
Board Room	1	
Sub-Total Common Area		6,840
NIRPC Office Space		
Executive Office	1	
Director Office	3	
Workstation	24	
Intern workstation	10	
Cunsultant Workstation	3	
Visitor Workstation	5	
4 Person Conference Room	3	
6-8 Person Conference Room	4	
10-12 Person Conference Room	1	
Sub-Total Office Space		4,805
Forum Common/Office Space		
Executive Office	1	
Director Office	4	
Visitor Office	1	
Visitor Workstation	3	
25 Person Conference Room	1	
Sub-Total Common/Office Space		2,965
Total Square Footage		14,610
Circulation Factor	30%	4,385

Total USF for NIRPC/Forum 18,995