



CITY OF TORRINGTON
REQUEST FOR PROPOSAL

RFP # LP-08-MRC-01
PROPOSAL TO LEASE 18,000+/- SQ. FT. OF OFFICE SPACE IN TORRINGTON

Due date of proposal: **MARCH 24, 2008** Time: **10:00AM** Location: **Room 109A, City Hall**
Bid Bond or Certified Check required with bid: N/A
Performance Bond required if awarded bid: N/A

SUBMIT AN ORIGINAL PLUS 8 COPIES OF YOUR PROPOSAL

The City of Torrington reserves the right to accept or reject any or all proposals or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: Feb. 27, 2008 Purchasing Agent _____
Pennie Zucco

Item
REQUEST FOR PROPOSAL TO LEASE 18,000 +/- NET USABLE SQUARE FEET OF OFFICE SPACE IN TORRINGTON FOR THE CITY OF TORRINGTON MUNICIPAL OFFICES FOR A TERM OF ONE TO TWO (1-2) YEARS AND MUST BE HANDICAP ACCESSIBLE.

The Purchasing Agent is authorized to offer City based bidders that exceed the lowest bid by up to 6%, the opportunity to match the lowest bid. A City based bidder within the 6% differential who agrees to accept the amount of the lowest bid will be awarded the bid. When multiple City based bidders agree to accept the amount of the low bid then the City based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will then be awarded to the lowest responsive, responsible bidder.

Proposal Submitted By: _____
Name of Company _____
Address _____
Phone _____ Fax _____ Date _____
E-mail address: _____

Signature _____
Title _____

Comments: _____

INSTRUCTIONS TO PROPOSERS

Sealed proposals will be received by the Purchasing Agent, Room 109A, 140 Main St., Torrington, CT until the time and date specified on the cover sheet. The RFP opening is NOT a public opening. The results will not be made available until after the RFP is awarded. Proposals received later than the time specified will not be accepted. Amendments to or withdrawal of any section of the submitted proposal received later than the time & date set for the opening will not be considered. Proposals must remain in effect for a minimum of 60 days unless otherwise noted elsewhere in the RFP documents.

BID DOCUMENTS: are available upon receipt of this invitation over the Internet web site: www.Torringtonct.org. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe at www.adobe.com. Businesses without Internet Access may contact the Purchasing Department at 860-489-2224 for this information.

REPLIES: whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Proposers not marking the envelopes with the RFP number and due date/time on the envelope will have no recourse against the City of Torrington or its employees. Such proposals run the risk of the RFP being opened prior to the scheduled due date & time.

Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

FREIGHT: Prices quoted shall be net delivery **F.O.B. Torrington, CT**. All prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual locations(s) as designated by the Purchasing Agent. All prices are to be submitted on the sheets provided on this RFP. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for interpretation of any portion of the RFP may be made by telephone to the Purchasing Agent at (860)489-2225. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the RFP by the Purchasing Agent) will be made available on the City's web site as an addendum..

In the event of receipt of identical offerings, delivery, service, content, price, etc., the RFP will be awarded in accordance with the information contained in the documents, based on first received as to date and time of receipt of the proposal.

NON-COLLUSION STATEMENTS: In order for proposals to be considered, a non-collusive statement must be submitted with the proposal. A sample non-collusive bid statement is attached. Proposers may elect to submit their own notarized non-collusion statement.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE PROPOSALS: All proposals shall be submitted in the form and manner as indicated by the documents and forms. Any proposal which is not submitted in the form and manner indicated by the RFP documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the Offeror.

TAXES: Omit all State and Federal taxes. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this RFP shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language/wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to this contract, then the term, condition, and/or language/wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language/wording "is applicable in part", then the term, condition, and/or language/wording will apply to the degree applicable, even though an addendum is not issued.

RESPONSIBILITY: The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the City of Torrington, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items. The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) And homeowners from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or

construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitutes and/or alternates that might be offered are guaranteed by the bidder to be of equal or better quality than is reference in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agents opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

SAMPLES: forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items not picked up within 30 days will be disposed of by the City of Torrington or its designated agent.

AWARD: It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

OPTION TO RENEW: This contract may be extended for three (3) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 30 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

BONDS:

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, Savings Account in both the City & Vendor's name or Letter of Credit

Maintenance Bond: The contractor, upon signing a contract and before beginning the work, must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Per Section 49-41 of the Conn General Statutes, on Public Works projects where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

Certificate of Insurance: All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogated against the

City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the additional insured and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

Workman's Compensation Insurance: The Contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

Additional Security: The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

SAFETY: Asbestos: Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

SUBCONTRACTORS: The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

EEO: The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

TERMINATION OF CONTRACT: Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

SAMPLE FORM

Bid # _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____, being first duly sworn, deposes and says that:

1. I am _____ of _____, the bidder that has submitted the attached request for proposal for _____;
2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Bid; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

igned _____

Title _____

Subscribed and sworn to before this _____ day of _____, 20__.

Notary Public

My commission expires _____

NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

SAMPLE FORM

BID # _____

**CONSENT OF SURETY COMPANY
TO RELEASE FINAL PAYMENT**

- City
- Architect
- Contractor
- Surety
- Other

PROJECT/BID NUMBER :

TO: City of Torrington
Attn: Purchasing Agent
140 Main Street
Torrington, CT 06790

CONTRACTOR: _____

In accordance with the provisions of the Contract between the City of Torrington and the Contractor as indicated above, the (insert name & address of Surety Co.)

_____, SURETY COMPANY on bond of
(insert name & address of Contractor) _____

_____, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the CITY OF TORRINGTON as set forth in the Surety Company's bond.

Subscribed and sworn to before this
_____ day of _____, 20__.

Notary Public

Surety Company

Authorized Representative's Signature

My commission expires _____

Title

NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

**INVITATION TO SUBMIT LEASE PROPOSAL
RFP # LP-08-MRC-01**

The City of Torrington will accept lease proposals/site offerings from property owners or their representative(s) through **10 a.m. Monday, March 24, 2008**, to lease a total of **18,000± net usable square feet of office space**, in **Torrington** for use and occupancy by the **City of Torrington Municipal Offices** for a term of one to two (1-2) years. No late proposals will be accepted. Offers from option holders cannot be considered. The premises must be accessible to handicapped individuals.

Proposals should be addressed exclusively to:

City of Torrington
Purchasing Department
Attention: RFP #LP-08-MRC-01
140 Main Street – Room 109-A
Torrington, CT 06790

An original plus eight (8) of the proposal shall be submitted.

Proposals must be submitted using the City of Torrington “Proposal to Lease Space” form together with a “Notice of Listing Agreement”, if applicable. Lease proposal information and related forms may be obtained using the “Leasing” link at http://www.torringtonct.org/Public_Documents/TorringtonCT_Bids/ or by calling (860) 489-2225. The submission of a proposal shall not bind the City of Torrington, nor does it constitute a competitive bid. The City of Torrington reserves the right to reject any and all proposals or any portion thereof, to waive technicalities and to award a contract as will best serve the public interest. ***Faxed proposals will not be accepted.***

AGENCY SPACE REQUEST

Request For Proposal Number: **LP 08-MRC-01**

Agency Name: City of Torrington

Function of facility being requested: Office Space

Geographic area requested: Torrington

Date of need: Immediate Square Feet Required: 18,000, plus/minus

SPACE NEEDS: Private offices, open offices, Computer Equipment & operations area, Conference rooms, Interview room, Employee lounge, Public area for Forms preparation, Public waiting area, Reception area, Records management, Storage for general supplies, etc., Storage for active files, Janitor closet, parking spaces

NOTICE OF LISTING AGREEMENT

RETURN TO:

CITY OF TORRINGTON PURCHASING DEPARTMENT
ATTN: RFP # LP-08-MRC-01
140 MAIN STREET, ROOM 109-A, TORRINGTON, CT 06790

RFP #. LP 08-MRC-01

Date/Time due: 10:00 am. March 24, 2008

_____, 20____

INSTRUCTIONS

This form shall be submitted when an agent has been authorized by the owner(s). The City of Torrington will deal only with owners or their authorized agents. **OPTION HOLDERS CANNOT BE CONSIDERED.**

PARTIES AND PROPERTY

I/We (the Owner(s)) _____, give
[agent(s)] _____ the right to lease my/our
property located at (listed property) _____, CT.

OWNER(S) AND AGENT(S) AGREEMENT:

The parties agree that:

This agreement will go into effect on _____, 20____
and will remain effective through and including _____, _____

SPECIAL INFORMATION (any restrictions, special conditions specific to proposal).

STATEMENTS REQUIRED BY THE CITY OF TORRINGTON:

I, the undersigned, hereby certify that I am an agent of record for the owner(s) of the property which is being offered in the proposal.

By: [Authorized representative(s)] _____

Number and Street: _____

City, State, Zip: _____

Date: _____

Owner(s): _____

Number and Street: _____

City, State, Zip: _____

Date: _____

PROPOSAL TO LEASE SPACE

CITY OF TORRINGTON

RFP # LP-08-MRC-01

Attn: Purchasing Department, Room 109-A

140 Main Street, Torrington, CT 06790

Principal Contact _____ Phone Number _____

Owner(s) of the Property as recorded in Town Land Records _____

Address of Owner(s) _____

Property Offered (Street Address, Town) _____ Zoning _____ Lot Size _____

Frontage (feet) _____ Accessibility to Public Transportation _____

Topography of Site _____ Flood Zone and Other Limiting Conditions _____

Parking Offered Owned _____ On-Site _____ Parking Garage _____ Levels _____
Total Spaces Provided _____ Not owned _____ Off site _____
Off-site locations _____

Building Offered: Rental _____ Office _____ Industrial _____ Other _____

Year Built _____ Year Renovated _____ Describe Renovation : _____

Complies with ADA? _____ Other Codes? _____

Type of Structure (e.g.Steel) _____ Exterior Walls (e.g.Brick) _____

No. of Stories _____

Type of Roof Cover (e.g.shingles) _____ Age of Roof _____

Sprinkler System: Wet ___ Dry ___ None _____

Number of Elevators: Passenger _____ Freight _____ Load Capacity of Floors _____ PPSF

Security System (e.g. electronic, personnel): Describe: _____

Heating System: Type _____ No. Zones _____ Fuel _____ Age (yrs.) _____

When updated? _____

Air Conditioning (if applicable): Type _____ No. Zones _____

Fuel _____ Age _____

Total Bldg. Gross Sq.Ft.(GSF) _____ Total Bldg. Net Usable Sq.Ft.(NUSF) _____ Total NUSF per floor _____

(Note: See below for definition of Net Usable Square Feet.)

Amount of Space Available for Lease:

- 1) _____ NUSF on the _____ floor
- 2) _____ NUSF on the _____ floor
- 3) _____ NUSF on the _____ floor
- 4) _____ NUSF on the _____ floor
- 5) _____ NUSF on the _____ floor

I/we, the owner, attest that the property offered in the proposal is free of liens or encumbrances at the present time, and there are no liens or encumbrances pending.

Owner's signature _____ Date _____

Typed name _____

Definition of Net Usable Square Feet: The interior floor area of a building, used for office and other purposes, within the area leased by a tenant which is for its exclusive use: any space shared in common with other tenants, such as, entrance and elevator lobbies; hallways, bathrooms, or used by management for other tenants, such as janitorial or electronic/mechanical closets, is not part of net usable area: if these areas are for the sole use of a tenant, they may be counted in that tenant's net usable area. The measurement includes structural elements of the building found in the tenant's space, such as columns and projections necessary to the building but excludes vertical space penetrations of the building such as elevators, stairwells, air shafts and stacks. Measurement of net usable space is to the dominant (over 50%) inside face, such as window glass of the exterior wall; to the midpoint of a wall separating a tenant from an adjacent tenant; and to the inside face of a common corridor, elevator shaft, stairway or similar space.

COST PROPOSAL FORM: TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE

Proposal:

1. TENANT IMPROVEMENTS:
Standard allowance for tenant improvements included in Base Rent \$ _____ per NUSF
2. BASE RENT before tenant improvements but including standard allowance \$ _____ per NUSF per year.
3. OPERATING EXPENSES: Who pays for operating expenses?

<u>Expense</u>	<u>Check One</u>	<u>Lessor</u>	<u>Lessee</u>	<u>If Lessee, Estimated Cost per Sq. Ft.</u>
Real Estate Taxes				
Insurance				
Heat				
Electricity				
Air Conditioning				
Hot Water				
Cold Water				
Janitor Services, Premises				
Janitor Services, Common Area				
Window Washing, in/out				
Landscaping				
Snow and Ice Removal				
Rubbish Removal				
Replacement of burnt-out Ballasts, Tubes & Bulbs				
Other Maintenance/Repairs				
Pest Control				
Security System (see above)				
Parking				

4. Total Base Rent and Operating Expenses paid by Lessee : _____
5. Other Conditions (such as date space will be available): (use separate page to explain)
6. **Attach the following to this proposal:**
 - 1) Recent photograph of property
 - 2) Map of neighborhood showing location of building
 - 3) Typical floor plan
 - 4) Flyer or brochure, if available

CERTIFICATE

I, the undersigned, hereby certify that I am an owner or agent of record for an owner of the property which is being offered in this proposal and that the statements made by me on this proposal are complete and true to the best of my knowledge and are made in good faith. I understand that if I knowingly make any misstatement of fact, I am subject to disqualification and other penalty imposed by law. (Note: Read this proposal and your answers carefully before signing.) **Only signed proposals will be considered.** If you are a real estate agent, please include a "Notice of Listing Agreement" authorizing you to present this property.

SIGNED _____ DATE _____

Typed Name _____

