



# State of Idaho – State Leasing Program

## Department of Administration, Division of Public Works

*“We serve Idaho by promoting responsible government through expert customer support.”*

**BRAD LITTLE**  
Governor

**STEVE BAILEY**  
Director

**PAT DONALDSON**  
Administrator

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### REQUEST FOR PROPOSALS

TO: Commercial Real Estate Agents, Owners & Managers  
FROM: Richard Brien, Statewide Leasing Manager, State of Idaho, Division of Public Works  
DATE: October 4, 2023

The State of Idaho is seeking to lease approximately 56,000 net rentable square feet of new or existing office space for occupancy by the **Idaho Department of Environmental Quality** in Ada County, Idaho.

#### **DUE DATES**

Proposals are due by **end of business(5:00 PM MT) November 15, 2023** at the Division of Public Works and may be:

- Mailed to 502 N. 4th Street 83702, PO Box 83720 Boise, ID 83720-0072;
- Hand-delivered to 502 N. 4th Street, Boise (office closes @ 5:00 PM - there is no mail slot); or
- Emailed to [Richard.Brien@adm.idaho.gov](mailto:Richard.Brien@adm.idaho.gov).

For further information on the RFP process, contact Richard Brien, Statewide Leasing Manager, Department of Administration, Division of Public Works at (208) 332-1929. The Idaho Department of Environmental Quality is seeking an executed Lease Agreement by the end of January 2024, and occupancy as soon as available but before May 1, 2025.

#### **LOCATION – ADA COUNTY, ID**

All proposed sites must be appropriately zoned and should offer convenient access to the public. The proposed site must be in Ada County, Idaho. The Idaho Department of Environmental Quality has expressed a preference for a location in Boise or Meridian city limits.

#### **COST OF LEASE**

The estimated annual cost of the lease should reflect a competitive market rate per square foot per year and within an estimated first year budget of \$1,540,000. Full-service lease is preferred and would include, but is not limited to property taxes, utilities, facility repair and maintenance, landscape maintenance, snow removal and custodial services. The State may require a background check of personnel such as the custodial staff who have access to the facility. The proposal should detail the amount of the tenant improvement allowance included in the rental rate. The department anticipates its moving costs will be \$235,000.

#### **THE LEASE**

The State’s standard lease form, attached as Exhibit A, will be used. **STANDARD LANGUAGE (EXCLUDING BUSINESS TERMS) WITHIN THE LEASE FORM IS NOT NEGOTIABLE.** The initial term of the lease will be for five years. The lease will contain an annual funding appropriation clause.

#### **PROPOSAL ASSISTANCE**

The department is able to answer questions related to client and staff usage of the proposed space and the relationship between the programs occupying the space. More detailed information on facility requirements and use may be obtained by contacting Carrie Champlin at 208-373-0251 or [carrie.champlin@deq.idaho.gov](mailto:carrie.champlin@deq.idaho.gov).

## **CONFIDENTIALITY**

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

## **PROCESS OF SELECTION**

**INITIAL EVALUATION.** A committee composed of the Leasing Manager of the Department of Administration, Division of Public Works, or a designee, and staff of the division and which may also include other non-state personnel will evaluate each proposal. Each proposal will be evaluated based upon an established set of criteria and a weighted evaluation. The rating factors, with the Department of Administration's recommended range of evaluation weights, can be found on page 7.

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

**FINAL EVALUATION.** Proposals will be ranked and negotiations will begin with the representatives of the top-ranked proposal. If negotiations are successful, a lease will be completed. The State's standard lease form, attached as Exhibit A, will be used. **STANDARD LANGUAGE WITHIN THE LEASE FORM IS NOT NEGOTIABLE.**

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

All final plans and specifications must be prepared by an architect licensed in the State of Idaho. Plans and specifications may also be subject to review by the Permanent Building Fund Advisory Council pursuant to Idaho Code § 67-5710A. Detailed General Outline Specifications and Communication Specifications shall be provided during the negotiation process.

## **ON-GOING REVIEW**

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

## **ACCEPTANCE OF THE FACILITY**

A copy of the certificate of occupancy as issued by the local governing authority, together with a copy of the as-builts and warranties for the facility, shall be furnished to the department prior to occupancy of the facility. At its discretion, the department may have the Division of Building Safety inspect the premises prior to executing the Lease or prior to taking occupancy of the Premises.

## **HOW TO MAKE A PROPOSAL**

All proposal information must be summarized on the Lease Proposal Form attached to this Request for Proposals. A pdf version of the form can be obtained by accessing the Division of Public Works web page at <https://leasing.idaho.gov/requests-for-proposals-rfps/>. A copy can also be sent to you upon request by contacting Richard Brien at (208) 332-1929. **PLEASE PROVIDE ONE ELECTRONIC COPY AND/OR TWO HARD COPIES. DO NOT BIND PROPOSALS. Incomplete items may cause the proposal to be disqualified.**

## **GENERAL PROPERTY REQUIREMENTS IF NEW OR REMODELED CONSTRUCTION**

**PLEASE NOTE:** A turn-key finish is requested. Lessor shall be responsible for obtaining a Certificate of Occupancy prior to the agency's acceptance of the Premises. Additional Lessor requirements shall include:

### **SITE:**

- Exterior Lighting. Adequate outdoor lights, fitted with photocells and timers, shall be placed directly above each outside

entryway and around the perimeter of the building.

- **Parking.** The department seeks 250 parking spaces; 220 for staff, 10 for clients, and 20 for State vehicles, depending on the size of space leased. The parking lot to be paved, striped, and well lit. Public parking at the curb or streetside may not be included in the desired space count. Parking on the property shall be required to accommodate deliveries and other parking priorities.
- **Site Improvements.** Accessible spaces will be in close proximity to the building entrance. All improvements to the site, whether existing or new, must meet or exceed the accessibility requirements by ADA.
- **Signage.** Professionally manufactured signs must be installed and prominently located so as to be visible from the street.
- **Building Exterior.** The exterior of the building and the landscaping should be aesthetically pleasing and project the impression of professional office space. The building's exterior shall be compatible with the surrounding community. In areas with severe weather conditions, the building design shall be appropriate and functional, especially with regard to specific site requirements including drainage, heavy snow situations, and solar orientation.
- **Grounds Maintenance.** Outside ground maintenance shall be provided on an "as needed" basis.
- **Snow Removal.** Snow removal shall include removal of snow from parking lots and walkways. Removal shall be performed seven days per week prior to 8:00 a.m. Priority shall first be given to keeping accessible spaces clear and to ingress, egress, and fire lanes, secondly to customer and employee parking areas, and lastly to overflow parking areas. An area shall be designated for snow storage. Areas subject to ice accumulation shall be treated with de-icing agents as necessary.

#### **GENERAL BUILDING REQUIREMENTS:**

- **ADA.** The Premises and all areas serving the Premises, including common areas, the parking lot and sidewalk, must conform to ADA requirements.
- **Energy.** An Energy Star building, a LEED building certification or a building that has environmental considerations implemented into the construction/remodel, as well as its day-to-day operations, is an important consideration for the state. The Portfolio Manager program through the U.S. Environmental Protection Agency's website at [www.energystar.gov/istar/pmpam/](http://www.energystar.gov/istar/pmpam/) provides an interactive energy management tool that allows buildings owners to assess energy and water consumption, as well as rate energy performance on a scale of 1 to 100.
- **Space Plan.** Upon execution of the Lease, a qualified, professional space planner shall prepare a detailed space plan acceptable to the Lessor and Lessee. The building must be designed by an architect or engineer licensed in Idaho.
- **Crawl Space.** Any crawl space beneath the building should be easily accessible from within the building.
- **Air Standards.** Mechanically operated ventilation systems shall comply with minimum outside air and circulation standards established by the Idaho General Safety and Health Standards in all portions of the building and shall be kept continuously operating when building is occupied. The system should be designed to accommodate any unique needs associated with severe weather conditions, solar gain, or unusual temperature fluctuations.
- **Environmental Hazards.** Lessor must provide a safe work environment, certified to be free of airborne asbestos. Any costs related to abatement will be borne by the Lessor.

#### **BUILDING ENCLOSURE:**

- **Structural Frame.** The building shall be of steel or wood frame, reinforced concrete, or bearing wall construction designed in accordance with governing building codes.
- **Exterior Walls.** The exterior wall assembly shall be of masonry or such other materials as selected by Lessor. Exterior walls at front of suite, if masonry, shall be furred out with 5/8" gypsum wallboard on 1-1/2" z-studs and 1-1/2" rigid insulation, if frame, shall be insulated and clad with gypsum wallboard. Exterior walls at the rear of the Premises, if masonry, shall not be furred out, if frame, shall be insulated and clad with gypsum wallboard. All demising walls (both sides of space) shall be finished out as described below in Interior finishes.
- **Roof Membrane.** The typical roof assembly shall be built-up composition type, as selected by Lessor.
- **Exterior Service Door Assembly.** The door frame and door shall be hollow metal construction. Must be equipped with panic hardware.

#### **INTERIOR FINISHES:**

- Entire space must be brought up to code – exit lighting, doors, storefront vestibules (only if required by code-vestibules not preferred), drinking fountains, sprinkler systems, etc. Any code issues relating to the space and proposed use of the space to be borne by Lessor.

- Ceiling. Clear height between floor slab and acoustical ceiling shall preferably be a minimum of eight feet (8'), as governed by structural design. Ceiling grid lines to be consistent throughout unit, especially in areas where walls have been removed.
- Walls. Demising partitions between areas shall be of wood frame, metal stud (sized as required per Lessor's plans), or masonry as selected by Lessor and shall be gypsum wallboard clad, taped, sanded, textured and painted off-white matte finish. Height above ceiling to be determined by Lessor. Demising wall assembly shall include sound insulation if wood frame or metal stud.
- Door Assemblies. Solid core wood, paint-grade veneer.
- Window. To the extent possible, the building should have windows or skylights to provide natural lighting for employees in work areas. Private offices along interior walls shall have partial glass or sidelights. Functioning window coverings, such as mini blinds, are required on all interior and exterior windows.
- Lighting shall be lay-in ceiling type or better.
- Insulation. Minimum insulation of R36 in the ceiling and R19 in the walls.
- Storage rooms may need to have reinforcement in wall studs to adhere to department purchased industrial shelving racks.
- The Server Room and the Computer Room must have adequate ventilation systems to maintain constant 72-degree temperatures.
- Office area shall comply to these standards or better: be fully carpeted with a 32-ounce commercial grade carpet with a heavy traffic classification, except for restrooms, breakrooms, storage areas and vestibules. Areas not carpeted shall be covered with a high quality commercial vinyl floor. Vestibules shall be covered with ceramic tile.
- Staff breakroom shall be equipped with a sink, laminate countertop, and cupboards. Each breakroom shall be wired and plumbed for hook-up of refrigerator, microwave, coffeemaker, and other countertop appliances.
- The building shall contain a noise mitigation system in the office area. Copy, conference, and restrooms shall be insulated for sound.
- Client lobby shall include a sitting area, drinking fountain, and telephone.

#### **DRY LAB REQUIREMENTS:**

- Vent hood over double bay commercial stainless steel sink.
- Work bench/counter space.
- Open area for lockers or cages.
- Space and utility requirement for free standing refrigerator, freezer, and ice machine.
- Garage or double door access

#### **SANITARY FACILITIES:**

- Toilet Room. Number of toilet rooms (ADA compliant) as required by code. Floors in toilet room(s) shall be sealed concrete. Flooring and/or base material provided if required by local code. Ceiling shall be approximately 8' height and be painted gypsum wallboard. Toilet accessories include a 2' x 3' mirror, grab bars and toilet paper dispenser. Drinking fountain as required by code.
- Janitorial Closet. Janitorial closet to include mop sink, with 4' tall fir to protect walls from splashing and minimum 10-gallon hot water heater, hooked up to serve restroom and mop sink.

#### **HVAC / PLUMBING / ELECTRICAL / FIRE PROTECTION / LIFE SAFETY:**

- HVAC. Lessor shall install air conditioning unit(s), located on the roof, complete with air distribution system, condensate and programmable thermostat to meet a standard of one (1) ton per three hundred fifty (350) square feet of space. Lessor shall install a roof mounted exhaust fan and distribution for toilet room. If using an existing HVAC unit (or units), these units must be serviced prior to occupancy by Lessee. Lessor agrees to warrant the condition of the units for a period of 5 years.
- Water and Sewer. Lessor shall furnish and install water and sewer utilities for toilet facilities, janitorial closet and drinking fountains.
- Electricity. Should be separately metered.
- Telephone and Data Cabling. Phone and data junction box to be installed by Lessor in demarc room. Lessor shall install a conduit with pull string from the Premises Demarcation to the Lessor-provided Telephone Mounting Board.

#### **MISCELLANEOUS:**

- Code Requirements. Provide any other code-required improvements to accommodate Lessee’s use and occupancy of the space, which shall include but not be limited to, emergency lighting, smoke or fire alarms, and/or ADA requirements for occupancy.
- Permits. Prepare and submit plans approved by Lessee for the above improvements to appropriate city agencies and obtain building permits; pay all fees as may be required by such agencies, including sewer hook-up fees, if any; and obtain an occupancy permit as may be required by such agencies following the completion of improvements.
- Division of Building Safety. All buildings renovated specifically for use or occupancy by any state government agency or entity shall conform to all existing state and local codes. If any conflict arises between applicable codes, the more stringent code shall take precedence.
- Final Inspection. All improvements made to the Premises shall require final inspection, acceptance and written approval by the state’s Division of Building Safety and by Lessee. Any deficiencies of work shall immediately be remedied.
- Warrantees. Lessor shall warrant and guarantee all materials, equipment and workmanship for a minimum period of one (1) year or such period. Upon completion of the Improvements, Lessor shall furnish to the Lessee a listing of products, subcontractors, supplier and/or manufacturers and maintenance manuals related to the Premises. All warrantees shall be extended to the Lessee.

**OTHER INFORMATION:**

The efficient use of energy is of prime importance to the well-being of the State of Idaho and energy conservation is to be a major consideration in the construction of all state buildings and the execution of lease agreements.

State-owned or state-lease buildings, facilities or area occupied by state employees shall be designated as “non-smoking” except for custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities.

All buildings owned or maintained by any State government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards, the International Building Code, the International Mechanical Code and the International Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Occupational and Professional Licenses, Building, Construction, and Real Estate Bureau, the State Fire Marshal’s Office and the Permanent Building Fund Advisory Council.

## SPACE ALLOCATION STANDARDS WORKSHEET

AGENCY: Department of Environmental Quality (DEQ)			LOCATION: TBD			
CURRENT SQ FT: 66,863	PROJECTED SQ FT:		55,985			
CURRENT FTE: 235	PROJECTED FTE:		260			
Area/Room	# of	SF /	Total	Hard Walls or	#Data#Phone	Remarks
		FTE*	215	Open Office	Ports	Ports
<b>HARD WALL OFFICE:</b>						
Director of Department	1	240	240			
Deputy Director	1	160	160			
Division Administrator	6	160	960			
Bureau Chief/Director of Brd	17	115	1,955			
Regional/Division Mangers	4	115	460			
Staff Attorney	5	115	575			
<b>OPEN OFFICE AREA:</b>						
Supervisor/Professional 80-96 SF	175	96	16,800			
Case Worker 64-80 SF	0	80	0			
Technical 48-64 SF	0	64	0			
Clerical Staff 48-64 SF	11	64	704			
Clerical Pool 36-48 SF	0	48	0			
Receptionist	2	64	128			
Adjunct Desk Area/Field Worker/Data Entry 36-48 SF	13	48	624			BURP and DEQ interns, 1 DAG intern
Other: Anticipated growth	25	96	2,400			
<b>SPECIALTY AREAS: #/Rm sf/person</b>						
<b>Waiting Area</b> /per person	4	60	240	Open Office		Several waiting areas
<b>Large Conference</b> /per person (joint use among Agencies encouraged)	100	15	1,500	Hard wall		2 rooms that can be cominbed into one
Small conf 4 to 8 seats	20	160	3,200			20 separate rooms / 8 people each
<b>File Storage</b> (active files only, typically along interior circulation)	8	100	800			inactive files stored off site
<b>Classroom</b> / per person	0	30	0	Hard wall		
Library	1		200	Hard Wall		
Mail Room	6	100	600	Hard Wall		6 copy rooms
Computer/Phone Rm	3		200	Hard Wall		
Laboratory	3	900	2,700	Hard Wall		
Equipment storage room	1		3,000	Hard Wall		
Other:	3	500	1,500			Lunch/breakrooms - need at least per floor
<b>Total Net Square Feet (NSF)</b>			38,946			
<b>Circulation Factor</b>		0.25	9,737			
<b>TOTAL Dept. Gross Square Footage(DGSF)</b>			<b>48,683</b>	<b>Add 15% = 55,985</b>		<b>BLDG Gross SF</b>
Open Office space is the standard design approach. Hard walled offices for staff below the Staff Attorney level require written justification. Average SF per workspace (open office & hard wall office) 80 SF. Endeavor to stay within 215 DGSF per FTE for entire space.						
Parking Required: Employee:	220	Client:	10	Staff:		State: 20
Prepared By:	Kristin Ryan			Date:	9/25/2023	
Authorized by:				Date:		
FTE = full time Employee			Restrooms are usually a part of common area			

**RATING FACTORS  
OFFICE AND RETAIL FACILITIES**

<b>AGENCY NAME:</b>		
ADA Access (Yes or No)	"No" may disqualify property	
<b>RATING Total = 100/Type of Factor</b>	<b>FACTOR</b>	<b>EXPLANATION OF FACTOR -</b>
20%	Rent and Escalation	First year's rent within budget. Rate increases, if any, should be capped and within a five year budget. Pass-throughs on bldg. expenses (taxes, insurance, common area maintenance) should be minimal and/or well defined.
15%	Offeror Incentives and Finish Allowance	Renewal options, free rent, reimbursement of moving costs, etc. Can be figured out on a per sq ft basis to obtain an effective lease rate. Remodeled space should have adequate allowance to cover agency needs.
15%	Property Amenities and Quality.	On-site conference facility, break room, fitness facilities, library, on-site storage provided at no or reduced cost to tenants. Interior and exterior maintenance and condition of building. Are surrounding uses professional in nature? Will there be any noise or odor issues? Is the property in a flight pattern?
15%	Adequate Sq Ft	Size and usability of space. Floor plate size, # of stories of bldg., etc.
15%	Employee and Public Access and Security.	Is the property easy to access? Is the property close to the Capitol Mall and other state governmental offices? Will traffic in the area create a problem? Is it publicly visible? Consider auto and pedestrian access with adequate parking for employees and the public. Safety of employees, clients & equipment (exterior lighting, security service, controlled access, fenced parking areas).
10%	Energy and HVAC performance	Cost of energy, efficiency of insulation, heating & air conditioning system, etc.
10%	Agency	Other special requirements unique to Agency, such as fiber and network connectivity, secure access to the space, and operational flow.
<b>TOTALS</b>	<b>100%</b>	

**SAMPLE LEASE AGREEMENT**

**And**

**LESSOR INFORMATION SHEET**

**And**

**INSPECTION/ ACCEPTANCE OF PREMISES  
PRIOR TO OCCUPANCY**



EXHIBIT A – SAMPLE LEASE  
**LEASE AGREEMENT FOR SPACE**

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

**WITNESSETH**

WHEREAS, the parties desire to enter into a Lease Agreement for Space; and

WHEREAS, the Lessee is legally authorized to enter in this amendment by power granted by Title 67, Chapter 57 of Idaho Code, with the approval of the Department of Administration.

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

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

Premises Street Address/Suite  
City, State Zip.

The lease of the Premises includes the right, together with other tenants of the Building and their employees and business invitees, to use the common public areas of the Building for their intended use and subject to the other provisions of this Lease Agreement but includes no other rights not specifically set forth herein.

**2. TERM.** The term of this Lease Agreement is Months (Months #) months. As time is of the essence, the term of this Lease Agreement shall begin on Lease Start, and shall end at midnight on Lease Expiration, subject to Section 7.D Proration and 7.E Adjustments Based on Commencement Date of this Lease Agreement. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement. The Lessee may, at the expiration of the term of this Lease Agreement and without the necessity of renewing said Lease Agreement, continue in its occupancy of the Premises on a month-to-month basis upon the terms and conditions set forth in this Lease Agreement for a period not to exceed one (1) year. The Lessor may terminate the Lessee’s month-to-month occupancy upon ninety (90) days prior written notice to the Lessee.

**3. PAYMENT.** The Lessee shall pay to Lessor a fixed payment for the term of this Lease Agreement in monthly installments of \$Numerical Monthly Rent each, subject to adjustment in accordance with Section 7.C of this Lease Agreement. The lease payment shall be computed at a rate of \$Numerical \$/SF per square foot, per year. The total square footage of the Premises is XXX, subject to measurement using BOMA standard. The total first year lease payment is \$Numerical Annual Rent. Upon election by the Lessee to pay in advance  N/A,  quarterly,  semi-annually, or  annually, the Lessor shall allow Lessee a discount of spell out percentage Percent (numerical percentage%).

The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor’s invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.

**4. ACCEPTANCE OF PREMISES.** Lessor shall deliver the Premises to Lessee in accordance with floor plans and specifications attached to this Lease Agreement as Exhibit A and incorporated herein by reference. Prior to or at occupancy, Lessee shall provide Lessor with a written statement acknowledging inspection and acceptance of the Premises. Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.

**5. NO WASTE; REPAIRS.** Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the Building, grounds, or any other part of the Premises, including fixtures. Lessee further covenants that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear accepted. Repairs, except those actually necessitated by Lessee's waste, disfigurement or defacement, and except for repairs required by the removal of Trade Fixtures as provided for in Section 12 of this Lease Agreement, shall be made solely at the Lessor's expense. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

**6. SERVICES AND PARKING.** The Lessor covenants that it will provide, perform, and pay for the services, maintenance and parking as follows:

**A. Utilities:**

- 1) Domestic water and sewer;
- 2) Electricity;
- 3) Natural gas; and
- 4) Irrigation.

**B. Facility Repair and Maintenance:**

- 1) General building structure and related equipment (interior and exterior);
- 2) Heating system and related equipment;
- 3) Cooling and air handling system and related equipment;
- 4) Electrical system and related equipment;
- 5) Sewer and plumbing systems and related equipment;
- 6) Exterior lighting, including landscaped areas, parking area and walkway;
- 7) Cleaning ground and parking area of debris:  weekly,  monthly, or  other;
- 8) A low environmental impact janitorial service for the common areas of the Building:  daily (excluding weekends and holidays) or  other;
- 9) Trash removal from property:  weekly or  other;
- 10) Furnishing of all washroom materials, including paper products, soap, cleaning supplies and equipment;
- 11) Lamp and light fixture repair and maintenance;
- 12) Outside ground maintenance shall be provided on an "as needed" basis. Snow removal shall include removal of snow from parking lots and walkways. Removal shall be performed weekdays prior to 8:00 a.m. and on an "as needed" basis throughout the day. Priority shall first be given to keeping ADA accessible spaces clear and to ingress, egress, and fire lanes, secondly to customer and employee parking areas, and lastly to overflow parking areas. An area shall be designated for snow storage. Areas subject to ice accumulation shall be treated with de-icing agents as necessary;
- 13) Directory sign with Lessee name;
- 14) Door sign with Lessee name; and
- 15) Lawn and shrubbery care weekly during season.

**C. Custodial Services:**

- 1) A low environmental impact janitorial service for the Premises:  daily (excluding weekends and holidays) or  other;
- 2) Trash removal from Premises:  daily (excluding weekends and holidays),  weekly, or  other;
- 3) Window cleaning:  quarterly,  semi-annually,  annually or  other;
- 4) Carpet spot cleaning:  semi-annually,  annually, or  as needed; and

5) Shampoo carpet:  semi-annually,  annually, or  as needed.

D. Parking. Lighted and paved automotive parking spaces will be maintained with adequate ingress and egress available. ADA accessible spaces will be provided equal to the requirements of the Americans with Disabilities Act (ADA).

## 7. SPECIAL PROVISIONS.

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

B. Adjustments to the Lease Payment. The lease payment set forth in Section 3 of this Lease Agreement shall increase according to the following schedule:

*[Insert Rent Schedule]*

C. Signage. Lessor consents to Lessee's alteration of the Premises, to include the following:

1) Lessor shall allow Lessee to install at Lessee's expense, professionally manufactured signs along front and side fascia of the building, monument, and storefront, subject to current city and local codes and Lessor's reasonable approval.

Upon the termination of the Lease Agreement, the Lessee may remove the signage installed and return the Premises in as close to original condition as possible, reasonable wear and tear excepted.

D. Option to Renew. Lessee shall have One option to renew for a period of Five Years. Lessee shall give written notice to the Lessor of Lessee's intent to renew the Lease Agreement upon the following terms no later than ninety (90) days prior to the expiration of the Lease Agreement or any renewal period of the Lease.

E. Proration of Rent. The first month's lease payment shall be based upon the actual date Lessee accepts and takes possession of the Premises. The first month's lease payment shall be divided by the number of calendar days in the month of occupancy, and then multiplied by the number of calendar days in the month that Lessee occupied the Premises.

F. Adjustment of Dates Based on Commencement Date. If the Commencement Date does not occur on **[Insert date]**, the first year shall be extended from the first day of the next month following Lessee's acceptance of the Premises for a period of twelve (12) months. Each succeeding year shall begin at the expiration of the previous year. The Parties agree to amend the Lease Agreement to adjust the dates of the scheduled lease payment increases, as well as the dates of the option to renew.

G. Lessor's Work. After execution of the Lease Agreement, the Lessor shall, on Lessee's behalf agrees to commence the Work upon receipt of an executed Lease Agreement and to substantially complete the Work on or before **[insert date]**.

During the life of the Leasing Contract and any renewal thereto, the Lessor must keep the Premises, all improvements and all FF&E free and clear of all mechanics liens and other encumbrances unless permitted by the Lessor or otherwise approved in advance by Lessee. The Work shall be built to the Lessor's architects' specifications, subject to Lessee's approval. Lessee shall review and approve the final plans and specifications prior to commencement of the Work. Lessor will allow the Lessee to enter upon the Premises during the construction period for inspection purposes.

PLEASE NOTE: Lessor shall be responsible for obtaining a Certificate of Occupancy prior to the Lessee's acceptance of the Premises. Additional Lessor requirements are listed in Exhibit xxx.

Any contractor or contractors employed by Lessee or any other person who will perform work on or install equipment in the Building shall be:

Fully covered by worker's compensation insurance as required under the Idaho Worker's Compensation Act, and all certificates of worker's compensation insurance shall be furnished to Lessor upon request. Covered by

liability coverage with minimum limits of one million dollars (\$1,000,000) per occurrence, and two million dollars aggregate with an additional insured endorsement in favor of the Lessor and the State of Idaho. By requiring insurance herein, Lessee does not represent that coverages and limits will necessarily be adequate to protect Lessor, Lessee or any contractor or contractors employed by Lessee.

All Work shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Lessee shall obtain any and all permits and inspections applicable to this work which must comply with all applicable codes, ordinances, rules and regulations. Lessee shall warrant and guaranty all materials, equipment and workmanship for a period of one (1) year. Upon completion of the Work, Lessee shall furnish to the Lessor a listing of products, subcontractors, supplier and/or manufacturers and maintenance manuals relative to the work. Lessor shall complete a final cleaning upon completion of the Work.

The trade fixtures installed by Lessee shall, at the option of the Lessee, not become the property of the Lessor. Upon the termination of the Lease Agreement, the Lessee may remove the trade fixtures installed by Lessor and return the Premises in as close to original condition as possible, reasonable wear and tear excepted.

All improvements made to the Premises could require final inspection, acceptance and written approval by the state's Division of Occupational and Professional Licenses, Building, Construction, and Real Estate Bureau, the State Fire Marshall, and by Lessor before being deemed acceptable to Lessor. Should such inspections reveal or determine any deficiencies of work designated as Lessee's, then Lessee shall proceed immediately to remedy and/or complete any such deficiencies. Lessee must additionally procure building permits, secure necessary inspections, and obtain a Certificate of Occupancy for the intended use. All buildings renovated specifically for use or occupancy by any state government agency or entity shall conform to all existing state codes. If any conflict arises between applicable codes, the more stringent code shall take precedence. The minimum building and safety codes adopted by the state of Idaho and the federal government may be amended by the Division of Occupational and Professional Licenses, Building, Construction, and Real Estate Bureau. An accurate listing of their codes can be located at <https://dbs.idaho.gov/>.

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

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

**9. INDEMNIFICATION.** Lessor hereby agrees to defend, indemnify and save Lessee harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Lessee may incur, by reason of any act or omission of the Lessor, its employees or agents or any breach or default of the Lessor in the performance of its obligations under this Lease Agreement. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the Lessee. Nothing contained herein shall be deemed a waiver of Lessee's sovereign immunity, which is hereby expressly retained.

**10. USE OF PREMISES.** Lessee shall use the Premises for the following purposes: to conduct the business of the State of Idaho. Lessor warrants that, upon delivery, the Premises will be in good, clean condition and will comply with all laws, regulations or ordinances of any applicable municipal, county, state, federal or other public authority respecting such use as specified above, including but not limited to health, safety and building codes specified in Section 27 of this Lease Agreement. Lack of compliance shall be an event of default and shall be grounds for termination of this Lease Agreement.

**11. FIRE OR DAMAGE.**

- A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of Lessee so as to render the Premises unfit for occupancy by Lessee, this Lease Agreement shall be automatically terminated and at an end. Lessee shall immediately surrender the Premises to Lessor and shall pay rent only to the time of such surrender. If comparable and acceptable office space can be provided by the Lessor within thirty (30) days of the date of destruction or damage, the Lessee may elect, at its sole option, to relocate to such substitute office space and all relocation costs shall be at the sole expense of the Lessor. Rents will be continued upon occupancy at the lesser of: (i) the current lease rate; or (ii) the market rate for the substitute space. Such relocation shall be for the remainder of this Lease Agreement or any extension.
- B. Some Portion Fit for Occupancy.
- 1) Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) days to as good a condition as originally received, the Lessee may elect to continue this Lease Agreement and Lessor shall have the option to restore the Premises. Lessee shall give written notice of its intention to continue this Lease Agreement within thirty (30) days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, the Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.
  - 2) If the Lessor elects to restore or rebuild pursuant to the option provided in Section 11.B.1, the rents otherwise due Lessor by Lessee shall be abated equal to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Lessee is unable to occupy all or part of the Premises during the restoration, then, at the option of the Lessee, the Lessee may be relocated to comparable and acceptable office space and all relocation costs shall be at the sole expense of the Lessor. If such restoration or rebuilding exceeds ninety (90) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination.
- C. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has prepaid rent, the Lessor shall, within ten (10) days from the date of notification of termination by the Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that the Lessor does not timely remit the full amount of any prepaid rent to the Lessee, the Lessee shall be entitled to collect the full amount of its prepaid rent from insurance proceeds in the manner set forth in this Lease Agreement.

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

**13. DEFAULT.** In the event that either party shall default in the performance of any material term, covenant, or condition of this Lease Agreement, the party not in default may at its option terminate this Lease Agreement. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have five (5) business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should Lessee be in default by surrendering occupancy of the Premises in some manner violative of the terms of the Lease Agreement, Lessor may reenter the Premises without

affecting its right of recovery of accrued rent therefore; provided, however, the Lessor shall exercise due diligence to mitigate any and all future losses of rent or damages that may result due to the failure of the Lessee to occupy the Premises.

**14. SUFFICIENT APPROPRIATION BY LEGISLATURE REQUIRED.** It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement in whole or in part if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments, or requires any return or “give-back” of funds required for the Lessee to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the Parties shall thereupon cease within ten (10) days after the notice to the Lessor. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from State legislative appropriations.

**15. RIGHT TO TERMINATE LEASE AGREEMENT AT DIRECTION OF IDAHO DEPARTMENT OF ADMINISTRATION.** The parties to this Lease Agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 5706, Idaho Code, and, specifically, the right of that Department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate this Lease Agreement at any time after a one (1) year period from the date of the commencement of the Lease Agreement as determined under Section 2, provided that Lessor is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later.

**16. OFFICIALS, AGENTS AND EMPLOYEES OF LESSEE NOT PERSONALLY LIABLE.** It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

**17. RELATION OF PARTIES.** The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

**18. NOTICES.** Notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, (iii) electronic mail, or (iv) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the addresses set forth below, or at such other address as the Parties may designate by written notice in the above manner.

Any notice required to be sent by the Lessee shall be sent to the Lessor's last known address at:

LESSOR  
Attn: LESSOR,  
LESSOR ADDRESS.

Any notice required to be sent by the Lessor shall be sent to the address of the Premises and to the Lessee's last known address at:

LESSEE  
Attn: LESSEE,  
LESSEE ADDRESS.

A copy of any such notice shall also be sent to:

The Department of Administration  
State Leasing Program  
Attn: Statewide Leasing Manager,  
Post Office Box 83720, Boise, ID 83720-0072.

In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

**19. INSURANCE.** The Lessor shall maintain an insurance policy (or policies) for the purpose of insuring any property and liability risks regarding the Premises. Any such policy obtained by the Lessor shall be at its sole and absolute expense, and Lessee shall have no obligation to obtain or pay for such insurance. The Lessor shall provide the Lessee with a certificate of insurance or a copy of its insurance policy on or before the term this Lease Agreement commences and shall provide annual confirmation of coverage prior to the renewal date of the policy (or policies). Should any of Lessor's policy (or policies) be cancelled before its expiration date, the Lessor shall immediately notify the Lessee and provide evidence of a replacement policy.

In the event that the Lessee shall prepay rent in the manner set forth in this Lease Agreement, the insurance policy (or policies) obtained and maintained by the Lessor shall include Business Income Coverage (loss of rental income). The policy (or policies) shall identify the Lessee as an additional loss payee and shall furthermore require the issuing insurer to notify the Lessee of any policy cancellation. The Lessee shall be entitled to receive insurance proceeds in the full amount of any prepaid rent prior to any distribution of insurance proceeds to the Lessor or any other third party not having an insurable interest in the Premises.

The Lessor acknowledges that the State of Idaho and its departments and agencies are self-funded for their public liability exposures. The State of Idaho has created The Retained Risk Fund, administered by the Office of Insurance Management (Idaho Code Section 67-5776), as the method to finance its risk loss. Trade Fixtures are subject to coverage in accordance with state law. Evidence of financial responsibility of Lessee will be provided to Lessor upon request and will consist of a Certificate of Financial Responsibility.

**20. ASSIGNMENT.** Lessor shall not assign this Lease Agreement without the written consent of the Lessee. If the Premise is assigned to another party without the written consent of the Lessee via the State Board of Examiners, Lessee will not and cannot pay rent to the new assigned party. If approved, the assignment is not effective unless it is also approved by the State Board of Examiners in accordance with Idaho Code § 67-1027. An assignment shall not in any way act as a release of any claim by Lessee as against the original Lessor nor shall it act as a waiver of any default under this Lease Agreement existing at the time of such sale or conveyance and assignment to the extent that any such default continues and remains uncured after such sale and assignment. The provisions of the Lease Agreement will continue in full force and effect upon such assignment by Lessee.

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

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

**23. RENEWAL.** Providing there are no other extension provisions or lease extension amendments. This Lease Agreement may be renewed by the written consent of the Lessor and Lessee provided such consent is rendered sixty (60) days in advance of the expiration of the term of this Lease Agreement. Notice of Lessor's offer to renew shall be given by the Lessor one hundred twenty (120) days prior to the expiration of this Lease Agreement, including any extension. Lessee will have thirty (30) days to respond to Lessor's offer. If agreement is not reached by sixty (60) days prior to the expiration

of the Lease Agreement, Lessor may lease the Premises to another party, but not on more favorable terms than offered to Lessee, without first giving Lessee ninety (90) days to accept or reject those new terms.

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

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

**26. ACCESSIBILITY.** Space leased by the State of Idaho will meet or exceed standards for accessibility as set out in the American National Standards Institute (ANSI A117-1); Americans with Disabilities Act, Americans with Disabilities Accessibility Guidelines (ADAAG) and applicable regulations; the International Building Code; all state-adopted codes and standards; and such federal regulations as may be applicable to the occupying agency. If any conflict arises between applicable codes, the more stringent code shall take precedence.

**27. CONSTRUCTION OR RENOVATION OF BUILDINGS.** All buildings owned or maintained by any State government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards, the International Building Code, the International Mechanical Code and the International Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Occupational and Professional Licenses, Building, Construction, and Real Estate Bureau, the State Fire Marshal's Office and the Permanent Building Fund Advisory Council.

**28. LONG TERM ENERGY COSTS.** Long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction and operations of all State buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 13 of the International Building Code; (ii) use of alternative energy sources; (iii) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (iv) "state-of-the-art" systems and equipment to conserve energy economically.

**29. NON-SMOKING BUILDINGS.** All State-owned or State-leased buildings, facilities or area occupied by State employees shall be designated as "non-smoking" except for custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities.



**30. UTILITY INFORMATION.** State agencies are encouraged to implement strategies to reduce greenhouse gases. The Lessor agrees to provide Lessee with ongoing permission to access the utility information of the Building to determine the amount of electricity and heating fuel consumed within the Premises. If Lessee is not able to access this information directly from the utility companies, Lessor agrees to furnish said information to Lessee on a calendar year basis if requested.

**31. INDOOR AIR QUALITY.** Lessor agrees to achieve and maintain indoor air quality management in conjunction with all construction projects in the Building as well as on all ongoing maintenance and repairs of the Building and the Premises. Lessor shall optimize the use of air quality compliant materials inside the Building to reduce the emissions from materials used in the Building. Ongoing indoor air quality requires the use of low or no VOC paints, solvents, adhesives, furniture and fabrics. VOC and chemical component limits shall not exceed Green Seal's Standard GS-11 requirements. Paints used on site shall be low VOC and are to be brush-applied only, spray painting is not allowed on the interior of the Building. Carpet and carpet cushion must meet the requirements of the CRI Green Label Plus Testing Program. Composite panels and agrifiber products must not contain added urea-formaldehyde resins. Laminate adhesives used to fabricate on-site and shop applied assemblies containing these laminate adhesives must contain no urea-formaldehyde.

In the event a health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem and return air quality within or general accepted requirements of the indoor environmental air quality category of Leadership in Energy and Environmental Design; US Green Building Council for non-industrial air quality criteria as tested by a certified industrial hygienist. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of poor air quality or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor. Any preventative and costs, and any other repair or renovation costs associated with air quality or other health hazard, as well as moving costs and consequential damages, will be at the sole expense of the Lessor.

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

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

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

**35. MORTGAGES BY LESSOR.** Lessee recognizes that Lessor may encumber the Premises by a mortgage(s) or other instrument securing Lessor's obligations to a lender. In such event, the following provisions apply as to the holder of any such mortgage or security instrument and to any person or entity acquiring an interest in the Premises through such mortgage or security interest:

- A. In the event of a foreclosure or acquisition by the holder of such mortgage or security instrument (or by a third party at a foreclosure sale), this Lease Agreement shall continue in full force and effect and the holder or other acquiring party shall be entitled to the benefits of the Lessee's performance under this Lease Agreement and shall have such remedies as are available to the Lessor under this Lease Agreement with respect to any default by the Lessee then existing or thereafter occurring.
- B. Upon written notification to Lessee of a completed foreclosure or other acquisition by the holder or third-party purchaser at a foreclosure sale, Lessee will attorn to the acquiring party and shall thereafter perform.
- C. In the event of a foreclosure or acquisition by the holder of such mortgage or other security instrument (or by a third party purchaser at a foreclosure sale), claims by Lessee against the Lessor arising prior to acquisition by

the holder or third party purchaser shall not apply to such holder or third party purchaser; provided, however, that this shall not act as a waiver of any rights of Lessee by reason of default under this Lease Agreement existing at the time of such foreclosure sale or other acquisition or thereafter arising, to the extent that such default is not cured under the provisions of this Lease Agreement.

**36. ESTOPPEL CERTIFICATE.** Lessee agrees, upon reasonable written request, and from time to time, to provide to Lessor an Estoppel Certificate in the form attached hereto as Exhibit B.

**37. COUNTERPARTS/ELECTRONIC SIGNATURES.** This Lease Agreement may be executed in exact counterparts and when so executed by the parties shall be effective in accordance with the terms hereof. This Lease Agreement may be executed and delivered by electronic means and thereupon the Lease Agreement shall be treated in each case and in all manner and respects and for all purposes as an original and shall be considered to have the same binding legal effect as if it were an original manually signed counterpart thereof delivered in person.

**38. HB-1086 CERTIFICATION CONCERNING BOYCOTT OF ISRAEL.** Pursuant to Idaho Code section 67-2346, if payments under the Agreement exceed one hundred thousand dollars (\$100,000) and Lessor employs ten or more persons, Lessor certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

**39. COMPLETE STATEMENT OF TERMS.** No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease Agreement.

*[Signature Page Follows]*

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

**LESSOR:** Lessor Name

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**NOTARY**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of **Lessor Name**, as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

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

\_\_\_\_\_  
Notary Public Signature

Commission expires on \_\_\_\_\_ Residing at \_\_\_\_\_

**LESSEE:** Lessee Name

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**NOTARY**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of **Lessee Name**, as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

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

\_\_\_\_\_  
Notary Public Signature

Commission expires on \_\_\_\_\_ Residing at \_\_\_\_\_

**APPROVED BY:**

\_\_\_\_\_  
Richard Brien, State Leasing Manager Date  
State Leasing Program, Division of Public Works, Department of Administration

**EXHIBIT "A" TO THE LEASE AGREEMENT**  
**THE PREMISES**

Premises Street Address/Suite, Premises City, State Zip

SAMPLE

**EXHIBIT "B" TO THE LEASE AGREEMENT  
ESTOPPEL CERTIFICATE**

**This Estoppel Certificate is made by \_\_\_\_\_, (hereinafter "Lessee") the lessee of those certain premises located at \_\_\_\_\_, \_\_\_\_\_, Idaho, and described as \_\_\_\_\_, and leased by Lessee from \_\_\_\_\_ (hereinafter "Lessor").**

NOW THEREFORE, Lessee certifies and represents to Lessor and its successors, mortgagees and assigns and their attorneys, representatives, with respect to the above described lease as follows:

1. The true, correct and complete copy of the lease, including all amendments or addendum thereto (hereinafter collectively referred to as the "Lease") is attached hereto.
2. The Lease contains the entire agreement between Lessor and Lessee, and to the best of Lessee's knowledge, as of the date hereof, Lessor is not in default in the performance of the terms and provisions of the Lease.
3. The Lease is for approximately \_\_\_\_\_ square feet. The Lease began on \_\_\_\_\_ and will end on \_\_\_\_\_.
4. Lessee has paid all rents due under the Lease for the period through and including \_\_\_\_\_, and Lessee has paid no other rent or compensation in lieu of rent in advance beyond such date. As of the date hereof, rent due from Lessee to Lessor is in the amount of \$ \_\_\_\_\_ per month plus such additional rent as called for in the Lease.

DATE: \_\_\_\_\_

LESSEE:  
  
\_\_\_\_\_

**EXHIBIT "C" TO THE LEASE AGREEMENT  
THE WORK**

SAMPLE



**Please Note! We have enclosed an executed copy of your new lease document. Please complete the following, then return this form and all requested items as noted below.**

### LESSOR INFORMATION SHEET

**Error! Reference source not found. @: Error! Reference source not found., Premises City**

<b>LESSOR INFORMATION: Please fill out all four sections. If all are the same, please check "Same."</b>			
Lessor or Company Name: <b>Error! Reference source not found.</b>	Property Management:	Accounts Receivable:	Legal Notices:
Contact Person:	Contact Person:	Contact Person:	Contact Person:
Address:	<input type="checkbox"/> Same	<input type="checkbox"/> Same	
Telephone Number:	<input type="checkbox"/> Same	<input type="checkbox"/> Same	
Fax Number:	<input type="checkbox"/> Same	<input type="checkbox"/> Same	
Email Address:	<input type="checkbox"/> Same	<input type="checkbox"/> Same	
Which address should we use to send you information on state Request for Proposals, notifying you of new space the state is seeking <input type="checkbox"/> Mailing Address: _____ <input type="checkbox"/> Email Address: _____			
<b>CHECKLIST: A W-9 is required prior to processing invoices. Invoices are required on all rent payments. The lease requires Lessor to copy of its insurance policy prior to the commencement date of the lease. A Certificate of Occupancy is required on all new construction remodeling projects. Please send the following items immediately:</b>			
<input type="checkbox"/> W-9 to ACCOUNTS PAYABLE at: <b>Error! Reference source not found.,</b>			
<input type="checkbox"/> Copy of insurance policy to: <b>Error! Reference source not found., Error! Reference source not found., T. F.</b>			
<input type="checkbox"/> Rent invoices to ACCOUNTS PAYABLE at: <b>Error! Reference source not found., Error! Reference source not found., T.</b>			
<input type="checkbox"/> Copy of Certificate of Occupancy to Division of Public Works, 502 N. 4 <sup>th</sup> St, PO Box 83720, Boise, ID 83720-0072, Fax (208)334-4031 <b>Error! Reference source not found.</b> Fax # (if occupying this particular space for the first time).			
<b>INSPECTION/ACCEPTANCE OF PREMISES: The attached form or its equivalent to be completed jointly by both tenant and landlord occupying this particular space for the first time). Due no later than 15 days after occupancy.</b>			
<input type="checkbox"/> Upon completion of the Inspection/Acceptance of Premises, a copy should be sent to the Division of Public Works, 502 N. 4 <sup>th</sup> Street 83720, Boise, ID 83720-0072, Fax (208)334-4031 and to <b>Error! Reference source not found.,</b> Required only if state is occupying this particular space for the first time).			
<b>NOTICES</b>			
• Notice of an adjustment to the rental payment should go to: <b>Error! Reference source not found., Error! Reference source not found.</b>			
• Any legal notices should go to: <b>Error! Reference source not found., Error! Reference source not found.</b> and to			
• A copy of any legal notice should also be sent to: Division of Public Works, PO Box 83720, Boise, ID 83720-0072, Phone (208)332-1 (208)334-4031			
<b>ADDITIONAL INFORMATION: State web site may provide additional information, found at <a href="http://leasing.idaho.gov/">http://leasing.idaho.gov/</a></b>			
<b>PLEASE SEND COPIES OF THIS COMPLETED FORM TO:</b>			
<input type="checkbox"/> <b>Error! Reference source not found., Error! Reference source not found.</b>			
<input type="checkbox"/> <b>Error! Reference source not found., Error! Reference source not found.</b> (with insurance information)			
<input type="checkbox"/> Division of Public Works, 502 N. 4 <sup>th</sup> Street, PO Box 83720, Boise, ID 83720-0072, Fax (208)334-4031			
<input type="checkbox"/> Accounts Payable @ <b>Error! Reference source not found., Error! Reference source not found.</b> (with W-9 and rent invoices)			





**Please Note!** We have enclosed an executed copy of your new lease document. Please complete the following, then return this form and all requested items noted below.

### AGENCY CHECKLIST

<b>CHECKLIST:</b> You should make sure you receive the following items from your landlord. Provide DPW a copy of the Lessor's Information Sheet, the Certificate of Occupancy (if applicable) and the Inspection/Acceptance of Premises (if applicable).
<input checked="" type="checkbox"/> W-9 (Required prior to processing invoices)
<input checked="" type="checkbox"/> Rent invoices (typically required for all rent payments)
<input checked="" type="checkbox"/> Copy of Lessor's insurance policy (The lease requires Lessor provide a copy of the policy before the Lease starts. The agency should make sure these policies and all subsequent renewals are in effect. The <u>minimum</u> amount of insurance information you should monitor is noted below.)
<input checked="" type="checkbox"/> Copy of Lessor's Information Sheet. <b>Please provide a copy to DPW.</b>
<input checked="" type="checkbox"/> Copy of Certificate of Occupancy (if occupying this particular space for the first time). <b>Please provide a copy to DPW.</b>
<input checked="" type="checkbox"/> Copy of Inspection/Acceptance of Premises (if occupying this particular space for the first time). Please use the attached or an equivalent, signed by both agency & landlord. <b>Please provide a copy to DPW.</b>
<b>NOTICES</b>
<ul style="list-style-type: none"> <li>If you have any questions about the rental amount, please contact DPW.</li> <li>A copy of any legal notice should also be sent to: Division of Public Works, PO Box 83720, Boise, ID 83720-0072, Phone (208)332-1929, Fax (208)334-4031</li> </ul>
<b>ADDITIONAL INFORMATION:</b> Our state web site may provide you with additional information. It can be found at <a href="http://leasing.idaho.gov/">http://leasing.idaho.gov/</a>

INSURANCE CHECKLIST - LANDLORD COVERAGE FOR LEASED FACILITIES										
CITY OF LEASED FACILITY	ADDRESS OF LEASED FACILITY	LEASE BEGIN	LEASE END	LANDLORD NAME	LANDLORD MAILING ADDRESS	DATE REQUEST SENT TO LANDLORD	DATE RECEIVED	INSUR EXP DATE	IF PREPAY RENT, MUST VERIFY	
									Landlord Carries Business Income Coverage (Loss of Rents)	State Named as Loss Payee (or Add'l Insured)

**INSPECTION/ACCEPTANCE OF PREMISES PRIOR TO OCCUPANCY**

Lessee Name, Premises City

**PROPERTY TYPE:**  Suite in Multi-Tenanted Office Building  Single Tenant Office Building  Classroom  Retail Store  Warehouse

This Inspection/Acceptance of Premises is intended to: Establish the Commencement Date of the Lease Agreement; To prevent disputes on property condition at the time of occupancy; and, To prevent disputes on property condition at the time the property is vacated.

**In no event shall Lessee's inspection be deemed a waiver of any defects in the Premises.**

Copies of this completed form should be sent to:

Division of Public Works, 502 N. 4<sup>th</sup> Street, PO Box 83720, Boise, ID 83720-0072, Fax (208) 334-4031

Agency Name, Agency Acronym, Agency Address, Phone: (208), Fax: (208)

ITEM	CONDITION @ TIME OF ACCEPTANCE*	
Exterior Walls		
Exterior Doors		
Lighting (Exterior)		<input type="checkbox"/> Lessee to replace bulbs/tubes after initial occupancy**
Stairs (Interior and Exterior)		
HVAC		<input type="checkbox"/> Lessee to service after initial occupancy**
Electrical		
Ceilings		
Walls		
Window Coverings		
Interior Doors		
Floor Coverings		<input type="checkbox"/> Lessee responsible for carpet cleaning**
Fire Protection (Exit Lighting, Emergency Lighting)		
Fire Extinguishers		<input type="checkbox"/> Lessee to supply & maintain after initial occupancy**
Restrooms		<input type="checkbox"/> Lessee to provide janitorial and paper products**
Lighting (Interior)		<input type="checkbox"/> Lessee to replace bulbs/tubes after initial occupancy**

\* E=Excellent (or new) G= Good F=Fair P=Poor (Must at the least document conditions that are fair or poor – photos are helpful)

\*\* Maintenance responsibilities are defined in the lease. In any event of a conflict, the lease agreement will prevail.

Lessor agrees to remedy the following items:

ITEM	Before Acceptance & Occupancy of Premises	After Occupancy But Before (Date)

The Premises were inspected on \_\_\_\_\_ (Date) by \_\_\_\_\_, representing \_\_\_\_\_ (State Agency) and \_\_\_\_\_, representing \_\_\_\_\_ (Lessor).

**Lessor**

**Lessee**

Lessee shall return the Premises at the end of its occupancy in the same condition as originally received, less reasonable wear and tear.

Reasonable wear and tear shall take into account the following:

- Original Condition at time of occupancy
- Length of tenancy
- Quality & Life Expectancy of the Building product
- Maintenance & Repair responsibilities as detailed in the Lease Agreement
- Number of occupants
- Amount of public traffic in and out of Premises
- Type of use

As an example, the following are some estimates of the lifetime of building products:

Interior paint: 5-10 years

Laminate Countertops: 10-15 years

Solid Core Interior Doors: 30-100 years

Carpet: 7-10 years

Vinyl Flooring: 10-20 years

Drywall: 65-70 years

Faucets: 13-20 years

Overhead Doors: 20-30 years