Idaho State Board of Land Commissioners

Brad Little, Governor and President of the Board
Phil McGrane, Secretary of State
Raúl R. Labrador, Attorney General
Brandon D Woolf, State Controller
Debbie Critchfield, Superintendent of Public Instruction

Dustin T. Miller, Secretary to the Board

Agenda

State Board of Land Commissioners Regular Meeting
October 20, 2026, 9:00 AM (MT)
State Capitol, Lincoln Auditorium (WW02), Lower Level, West Wing,
700 W. Jefferson St., Boise, Idaho

The State Board of Land Commissioners will conduct this meeting in person and by virtual means. This meeting is open to the public. No public comment will be taken.

Meeting will be streamed live via IPTV:

https://www.idahoptv.org/shows/idahoinsession/ww02

Reports

1. Department Reports—presented by Dustin Miller, Director
   A. Timber Sales Revenue—September 2026
   B. Leases/Permits Transactions and Revenue—September 2026
   C. Fire Season Report-Final
   D. Land Bank Fund

2. Endowment Fund Investment Board—Chris Anton, EFIB Manager of Investments
   A. Manager's Report
   B. Investment Report

Consent—Action Item(s)

3. Approval of Draft Minutes—September 15, 2026, Regular Meeting

4. Dredge and Placer Permit Application No. P800354, Lowell Cerise - Presented by Derek Young, Section Manager

Regular—Action Item(s)

5. Grangeville Land Exchange – Presented by Bill Haagenson, Deputy Director

6. Endowment Land Notification Policy—presented by Dustin Miller, Director

Information

None

Executive Session

None

This agenda is published pursuant to Idaho Code § 74-204. The agenda is subject to change by the Land Board. To arrange auxiliary aides or services for persons with disabilities, please contact Idaho Department of Lands at (208) 334-0200. Accommodation requests for auxiliary aides or services must be made no less than five working days in advance of the meeting. Agenda materials are available on IDL's website at https://www.idl.idaho.gov/land-board/.

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NOTICE OF PUBLIC MEETING
OCTOBER 2026

The Idaho State Board of Land Commissioners will hold a Regular Meeting on Tuesday, October 20, 2026, in the **State Capitol, Lincoln Auditorium (WW02)**, Lower Level, West Wing, 700 W. Jefferson St., Boise. The meeting is scheduled to begin at 9:00 AM (MT).

The State Board of Land Commissioners will conduct this meeting in person and by virtual means. This meeting is open to the public. No public comment will be taken.

Meeting will be streamed live via IPTV:

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This notice is published pursuant to Idaho Code § 74-204. For additional information regarding Idaho's Open Meeting Law, please see Idaho Code §§ 74-201 through 74-208.

Idaho Department of Lands, 300 N 6th Street, Suite 103, Boise ID 83702, 208.334.0200

TITLE 74
TRANSPARENT AND ETHICAL GOVERNMENT
CHAPTER 2
OPEN MEETINGS LAW

74-206. EXECUTIVE SESSIONS — WHEN AUTHORIZED. (1) An executive session at which members of the public are excluded may be held, but only for the purposes and only in the manner set forth in this section. The motion to go into executive session shall identify the specific subsections of this section that authorize the executive session. There shall be a roll call vote on the motion and the vote shall be recorded in the minutes. An executive session shall be authorized by a two-thirds (2/3) vote of the governing body. An executive session may be held:

(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;

(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student;

(c) To acquire an interest in real property not owned by a public agency;

(d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code;

(e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations;

(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement;

(g) By the commission of pardons and parole, as provided by law;

(h) By the custody review board of the Idaho department of juvenile corrections, as provided by law;

(i) To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement; or

(j) To consider labor contract matters authorized under section 74-206A (1)(a) and (b), Idaho Code.

(2) The exceptions to the general policy in favor of open meetings stated in this section shall be narrowly construed. It shall be a violation of this chapter to change the subject within the executive session to one not identified within the motion to enter the executive session or to any topic for which an executive session is not provided.

(3) No executive session may be held for the purpose of taking any final action or making any final decision.

(4) If the governing board of a public school district, charter district, or public charter school has vacancies such that fewer than two-thirds (2/3) of board members have been seated, then the board may enter into executive session on a simple roll call majority vote.

History:

[74-206, added 2015, ch. 140, sec. 5, p. 371; am. 2015, ch. 271, sec. 1, p. 1125; am. 2018, ch. 169, sec. 25, p. 377; am. 2019, ch. 114, sec. 1, p. 439.]

1A

TIMBER SALES REVENUE

IDAHO DEPARTMENT OF LANDS

STATE BOARD OF LAND COMMISSIONERS
October 20, 2026
Trust Land Revenue

Timber Sales

During September 2026, the Idaho Department of Lands (IDL) sold eight endowment timber sales at auction. Six sales had competitive bidding. The net sale value represents a 7% increase over the appraised value. Six endowment sales did not sell at auction. Good Neighbor Authority (GNA) sold three timber sales at the appraised value. One GNA sale did not sell at auction.

TIMBER SALE AUCTIONS

Sale Name	Area	Sawlog MBF	Cedar Prod MBF	Pulp MBF	Appraised Net Value	Sale Net Value	Net $/MBF	Purchaser
Bodie Adjacent	POL	3,615			$876,209.50	$920,017.50	$254.50	IFG Timber LLC
Scattered Boulder Salvage Ton	PAY	1,230			$108,516.08	$108,516.08	$88.22	IFG Timber LLC
Space Beetle Cedar	MAG	1,275			$366,912.50	$422,150.00	$331.10	Bennett Lumber
Casey Cedar	CLW	7,410			$2,457,533.50	$2,536,625.00	$342.32	Bennett Lumber
Megawatt	PON	7,455			$1,458,646.00	$1,555,148.10	$208.60	IFG Timber LLC
Ford Juice OSR	MC	315			$29,672.00	$29,672.00	$94.20	Cory Pearson
Big Pine Cedar	CLW	2,935			$1,528,538.00	$1,674,741.00	$570.61	Stella-Jones Corp
Gold Hill	CLW	6,950			$1,229,601.00	$1,370,697.60	$197.22	IFG Timber LLC
Endowment		**31,185**	**0**	**0**	**$8,055,628.58**	**$8,617,567.28**	**$276.34**	
Barrinaga GNA Ton	PAYNF	8,310			$473,294.04	$473,294.04	$56.95	Tamarack Mill
Mica Bay GNA Ton	BLM	1,485			$2,643.41	$2,643.41	$1.78	Hubert Jenneskens
Muddy Bits Cedar GNA	NCNF	5,055			$1,132,526.25	$1,132,526.25	$224.04	Stella-Jones Corp
Non-Endowment		**14,850**	**0**	**0**	**$1,608,463.70**	**$1,608,463.70**	**$108.31**	

UNSUCCESSFUL AUCTIONS

Sale Name	Area	Sawlog MBF	Appraised Net Value	Auction Attempt	Reason for No Sale	IDL Action	Reoffer Date
Puma Playground Cedar	MC	4,435	$1,196,040.00	3	High logging costs, low value stumpage.	Volume not sold.	Future Sales Plan
Trapper Keeper OSR	CLW	1,150	$212,030.50	1	Low volume stand, low production.	Adjust logging costs.	Nov. 2026
White Pine OSR	CLW	1,405	$207,788.50	1	Low volume stand, low production.	Adjust logging costs.	Nov. 2026
Smashpaddy Ton	PAY	1,345	$44,163.50	3	Low value salvage sale.	Manage residual stand.	Future Sales Plan
Egale Salvage Ton	PAY	650	$25,558.15	3	Low value salvage sale.	Manage residual stand.	Future Sales Plan
Odonnell Darn Salvage	SJ	2,270	$171,435.50	2	Remote sale area, long haul distance.	Reappraise salvage sale.	Spring 2027
Endowment		**11,255**	**$1,857,016.15**				

PROPOSED TIMBER SALES FOR AUCTION				
Sale Name	**Volume MBF**	**Advertised Net Value**	**Area**	**Auction Date**
North Operations				
Jackass Creek 2	8,385	$1,526,727.50	MICA	10/7/2026
Bald Larch	5,450	$849,498.50	MICA	10/7/2026
Cousin Eddy	2,405	$240,149.50	PL	10/20/2026
Totals	**16,240**	**$2,616,375.50**		
South Operations				
Frenchys Hollow Ton	7,955	$224,313.10	EI	10/6/2026
Cabin Loft Cedar	5,765	$1,470,968.00	MC	10/12/2026
Lower Johnson GNA Ton	565	$19,409.28	BNF	10/22/2026
Roundup Lacey	2,865	$474,628.50	MC	10/19/2026
Totals	**17,150**	**$2,189,318.88**		

VOLUME UNDER CONTRACT as of September 30, 2026				
	Public School	Pooled	Total	3 Year Avg.
Active Contracts			168	168
Total Residual MBF Equivalent	324,251	173,850	498,101	504,924
Estimated residual value	$97,184,485	$54,316,879	$ 151,501,364	$149,175,636
Residual Value ($/MBF)	$299.72	$312.44	$304.16	$295.44

	TIMBER HARVEST RECEIPTS				
	September		**FY to date**	**October Projected**	
	Stumpage	**Interest**	**Harvest Receipts**	**Stumpage**	**Interest**
Public School	$4,589,188.71	$392,504.15	$19,493,984.30	$3,723,755.69	$272,801.75
Pooled	$1,648,098.13	$114,117.73	$7,641,452.25	$1,366,776.37	$61,288.20
General Fund	$0.00	$0.00	$0.00	$0.00	$0.00
Totals	**$6,237,286.84**	**$506,621.88**	**$27,135,436.55**	**$5,090,532.06**	**$334,089.95**

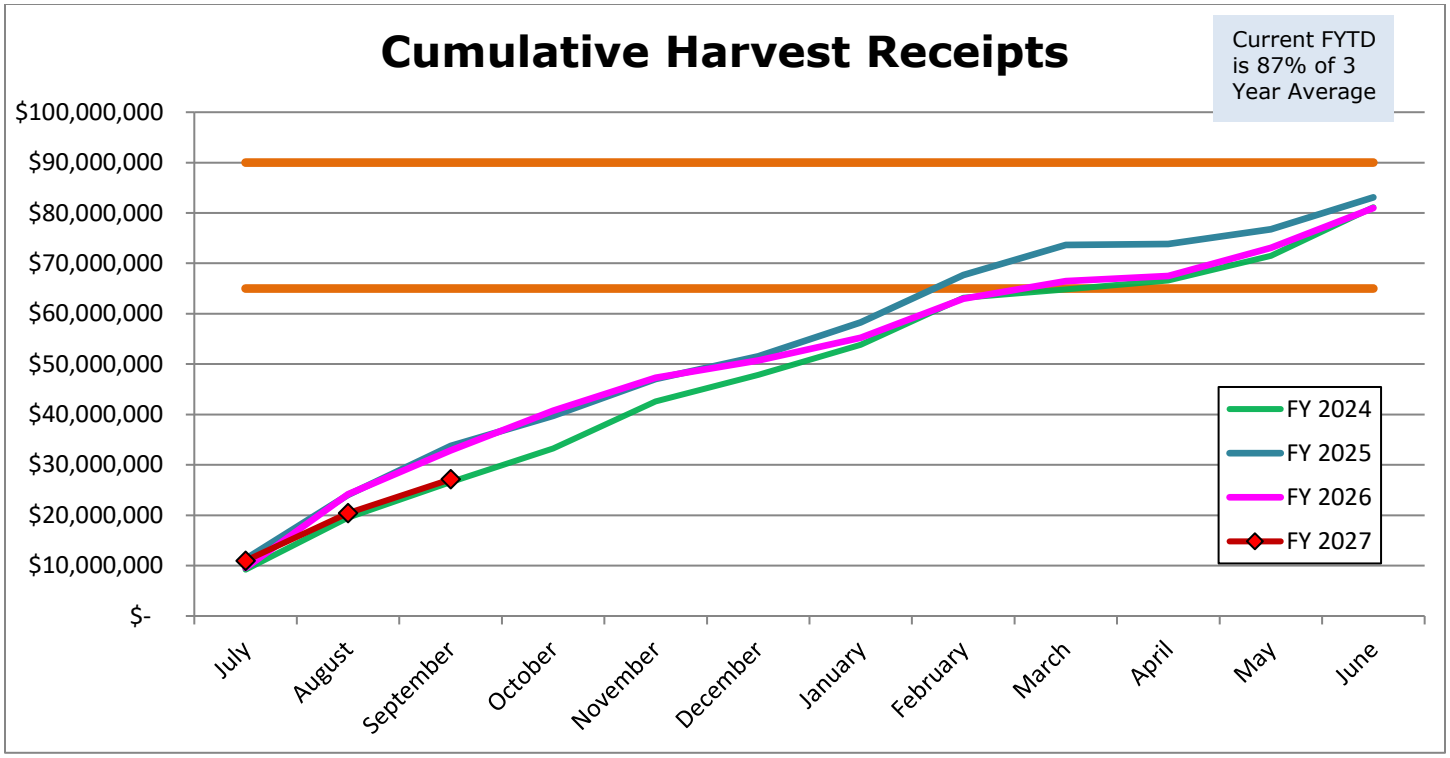
Status of FY 2026 Timber Sale Program						
	MBF Sawlog			Number Poles		
	Public School	Pooled	All Endowments	Public School	Pooled	All Endowments
Sold as of September 30, 2026	201,661	121,454	323,115	29,046	11,232	40,278
Currently Advertised	16,147	948	17,095	0	0	0
In Review	4,248	1,547	5,795	0	0	0
Did Not Sell*	4,467	6,753	11,220	0	0	0
TOTALS	**226,523**	**130,702**	**357,225**	**29,046**	**11,232**	**40,278**
FY-2026 Sales Plan			333,000			20,000
Percent to Date			107%			201%

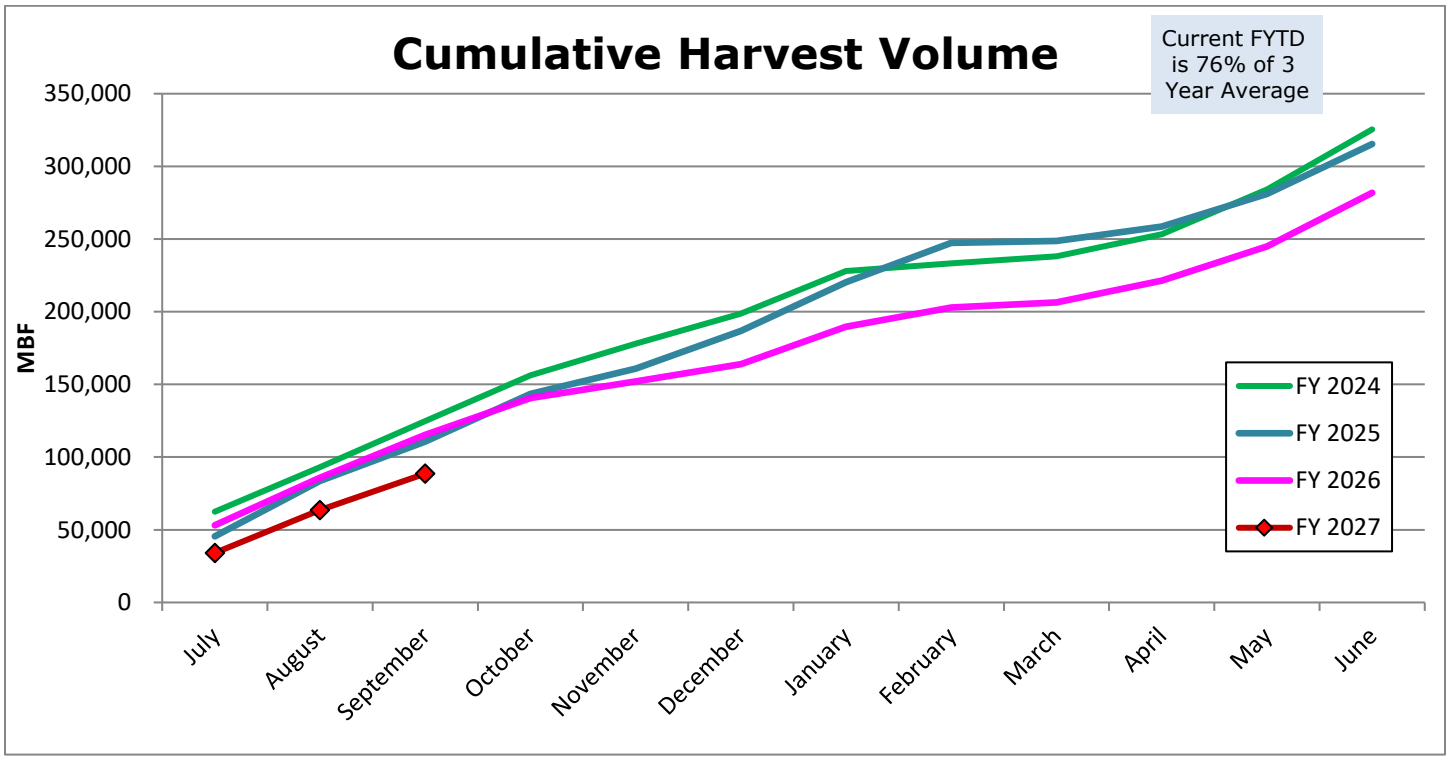
* After three attempts at auction.

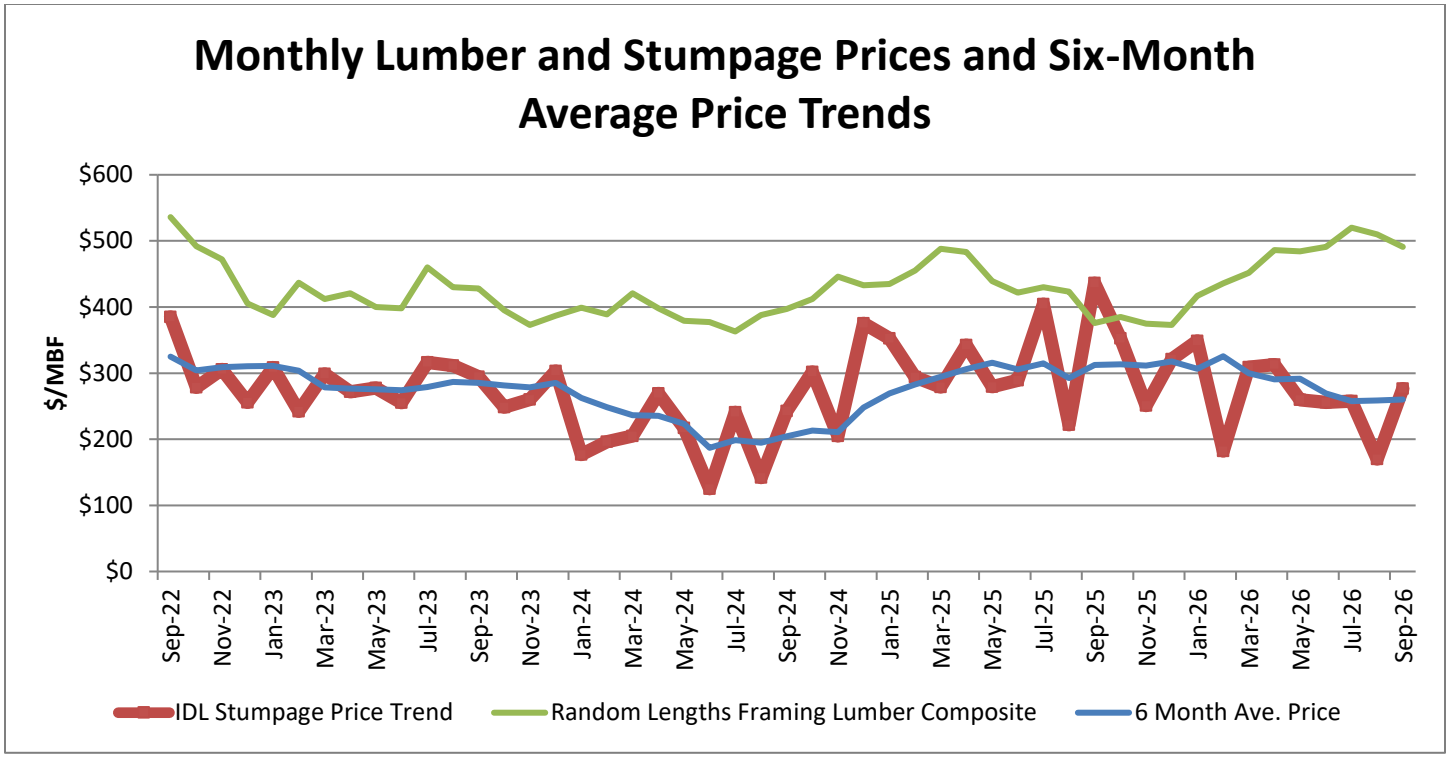
Status of FY 2027 Timber Sale Program						
	MBF Sawlog			Number Poles		
	Public School	Pooled	All Endowments	Public School	Pooled	All Endowments
Sold as of September 30, 2026	26,766	29,218	55,984	14	1,336	1,350
Currently Advertised	18,825	11,500	30,325	500	0	500
In Review	37,493	11,514	49,007	5,313	1,282	6,595
Did Not Sell*	1,995	0	1,995	0	0	0
TOTALS	**85,079**	**52,232**	**137,311**	**5,827**	**2,618**	**8,445**
FY-2027 Sales Plan			328,000			20,000
Percent to Date			42%			42%

* After three attempts at auction.

Timber sales sold during the fiscal year, and the harvest often occurs at different timelines. When IDL sells a timber sale, the purchaser has several years to harvest it. Because of that timber sold this year is not the same timber being harvested this year. Most of what's being harvested now comes from older sales, and much of what we sold in FY 2026 will be harvested in future years. This is why the status of the FY 2026 timber sale program can show a large amount of timber sold, while the harvest-volume graph looks different as it reflects when harvesting happens, not when the sale was awarded.


Cumulative Harvest Receipts
Current FYTD is 87% of 3 Year Average
$100,000,000
$90,000,000
$80,000,000
$70,000,000
$60,000,000
$50,000,000
$40,000,000
$30,000,000
$20,000,000
$10,000,000
$-
July
August
September
October
November
December
January
February
March
April
May
June
FY 2024
FY 2025
FY 2026
FY 2027

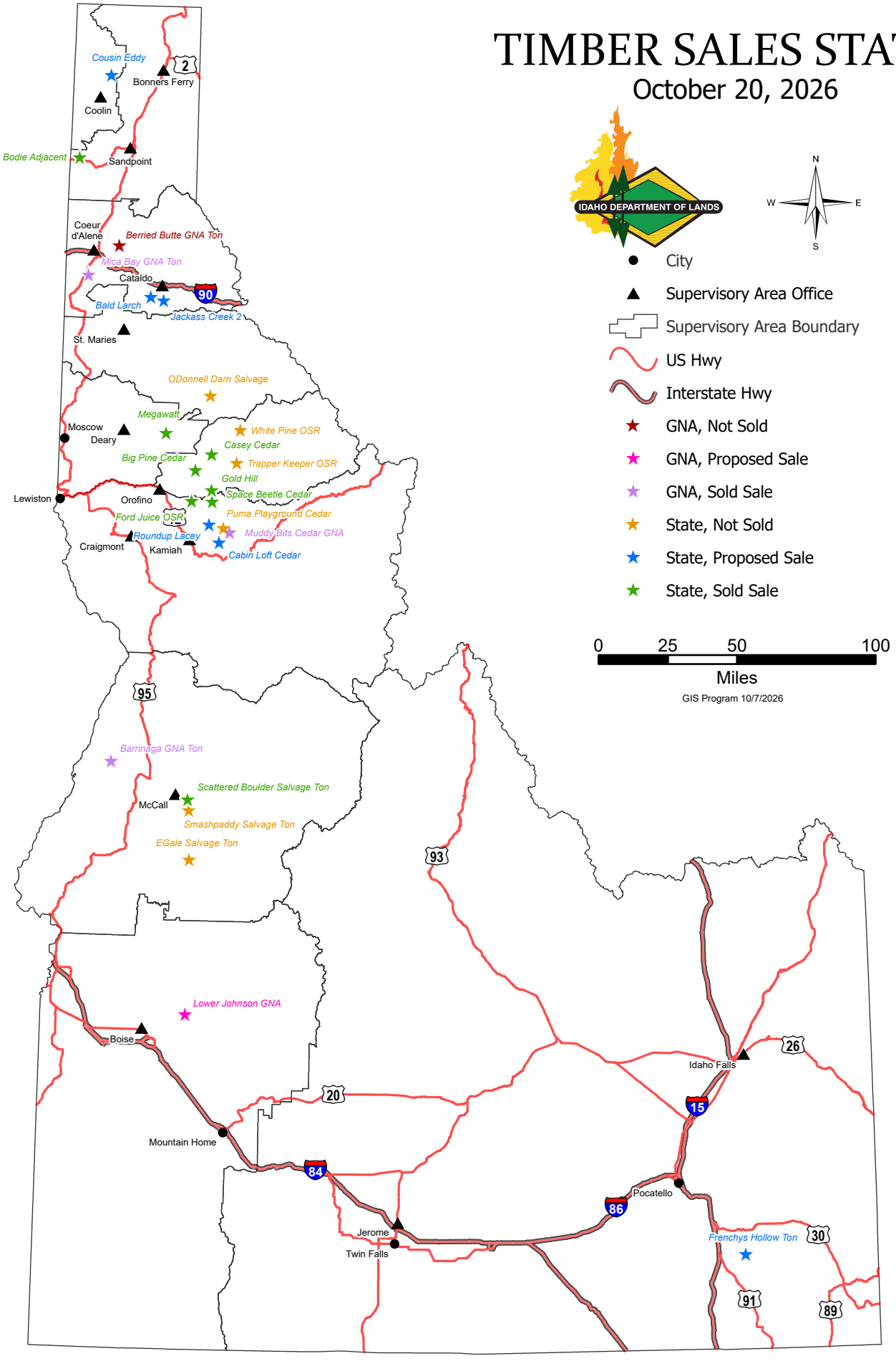

Cumulative Harvest Volume
Current FYTD is 76% of 3 Year Average
MBF
350,000
300,000
250,000
200,000
150,000
100,000
50,000
0
July
August
September
October
November
December
January
February
March
April
May
June
FY 2024
FY 2025
FY 2026
FY 2027



September 2026 6-month average price is $259.89.
September 2025 6-month average price was $312.50.

TIMBER SALES STATUS

October 20, 2026



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1B

LEASES/PERMITS TRANSACTIONS AND REVENUE

IDAHO DEPARTMENT OF LANDS

Trust Lands Division Detailed Transaction Report

SUBJECT

Trust Lands Division Activity and Information Report for the month of September 2026.

New Instruments

Endowment Programs	Instrument No.	Name	Area	Comments
Commercial ComSite	M500044	Idaho State Police	Payette Lakes	New 2026 Lease Lease Term= 9.5 years
Industrial	M700110	Idaho Power Company	Eastern Jerome	New 2026 Lease Lease Term= 10 years
Industrial	M800074	Idaho Power Company	Eastern Id Falls	New 2026 Lease Lease Term= 10 years
Industrial	M800075	Idaho Power Company	Eastern Id Falls	New 2026 Lease Lease Term= 10 years
Industrial	M800076	Idaho Power Company	Eastern Id Falls	New 2026 Lease Lease Term= 10 years
Industrial	M800077	Idaho Power Company	Eastern Id Falls	New 2026 Lease Lease Term= 10 years
Industrial	M800078	Idaho Power Company	Eastern Id Falls	New 2026 Lease Lease Term= 10 years
Industrial	M800079	Idaho Power Company	Eastern Id Falls	New 2026 Lease Lease Term= 10 years
Industrial	M800080	Idaho Power Company	Eastern Id Falls	New 2026 Lease Lease Term= 10 years
Industrial	M800081	Idaho Power Company	Eastern Id Falls	New 2026 Lease Lease Term= 10 years
Industrial	M800082	Idaho Power Company	Eastern Id Falls	New 2026 Lease Lease Term= 10 years
Industrial	M800083	Idaho Power Company	Eastern Id Falls	New 2026 Lease Lease Term= 10 years
Grazing	GR30000028	Denny Land & Livestock, Inc.	St. Joe	New 2026 Lease Lease Term= 10 years
Minerals	E220001	Premier, LLC	Mica	New 2026 Lease Lease Term= 10 years
Minerals	E600133	South Mountain Mines, Inc.	Southwest	New 2026 Lease Lease Term= 20 years

New Instruments

Road/Land Use Permits	Instrument No.	Name	Area	Comments
Land Use Permit	LU100119	Coolin Civic Organization	Priest Lake	1 Year Permit (Extended) Activity = Office Retail
Land Use Permit	LU100127	Priest Lake Adventures	Priest Lake	1 Year Permit Activity = ATV/OHV Trail Ride/Race
Land Use Permit	LU100129	Crown Jewel Rentals Inc.	Priest Lake	8 Month Permit (Extended) Activity = Snowmobile Trail Use/Maintenance

Land Use Permit	LU200087	91 Lights LLC	Pend Oreille Lake	10 year Permit Activity = Access & maintenance of existing intakes and pipelines
Land Use Permit	LU200092	Sandpoint Rotary Charitable Trust, Inc.	Pend Oreille Lake	3 Month Permit Activity = Bike Trail Use/Bike Race
Land Use Permit	LU300117	Lewiston Livestock Market, Inc.	St. Joe	3 Month Permit Activity = Grazing
Land Use Permit	LU400050	Riverside Water and Sewer District	Clearwater	5 Year Permit Activity = Construction of Repeater Antenna Station
Land Use Permit	LU400052	6C Motorcyle Club	Clearwater	1 Day Permit Activity = Motorcycle Race
Land Use Permit	LU400053	Bighorn Botanicals, Inc.	Clearwater	7 Month Permit Activity = Plant Harvesting
Land Use Permit	LU410185	Elk River Fireworks Association	Ponderosa	2 Month Permit Activity = ATV Cycle Fun Run
Land Use Permit	LU410186	Paul Swetik	Ponderosa	5 Year Permit Activity = Buffer of Merchantable Trees
Land Use Permit	LU420045	Kamiah American Legion Post 75	Maggie Creek	3 Day Permit (extended) Activity = Jeep Fun Ride
Land Use Permit	LU420053	Calam Shriners	Maggie Creek	6 Day Permit Activity = Jeep Fun Ride
Land Use Permit	LU500326	Deep Country Outfitters	Payette Lakes	4.5 Year Permit Activity = Outfitter & Guide
Land Use Permit	LU500331	Idaho Wilderness Company	Payette Lakes	4 Year Permit Activity = Outfitter & Guide
Land Use Permit	LU500334	Jeremy Humphrey	Payette Lakes	4 Year Permit Activity = Foot Race
Land Use Permit	LU500337	Soulen Livestock Co.	Payette Lakes	4 Month Permit Activity = Grazing
Land Use Permit	LU600535	Southwest Idaho Trail and Distance Riders Inc.	Southwest	5 Month Permit Activity = Endurance Horse Ride
Land Use Permit	LU707408	The Trailing of the Sheep Cultural Heritage Center	Eastern Jerome	1 Month Permit Activity = Dog Field Trials
Land Use Permit	LU800744	Golden Valley Construction	Eastern Id Falls	2 Month Permit Activity = Plant/Seed Harvesting
Land Use Permit	LU800752	City of Island Park	Eastern Id Falls	2 Year Permit Activity = Site Evaluation
Land Use Permit	LU800757	James Udy	Eastern Id Falls	6 Month Permit Activity = Mineral Extraction

Assignments

Endowment Programs	Instrument No.	Assignor	Assignee	Area	Comments
Grazing	G600140	John P and Jane E Anchustegui	Jane E Anchustegui	Southwest	Full Assignment
Grazing	G600147	John P and Jane E Anchustegui	Jane E Anchustegui	Southwest	Full Assignment
Grazing	G600148	John P and Jane E Anchustegui	Jane E Anchustegui	Southwest	Full Assignment

Grazing	G600172	McGrew Ranch, LLC	David E. Owen Jr	Southwest	Full Assignment
Grazing	G800326	Kenneth L Buckwalter	Glenn A. and Linda J. Schumacher IRR Trust	Eastern Id Falls	Full Assignment
Grazing	GR60000647	McGrew Ranch, LLC	David E. Owen Jr	Southwest	Full Assignment
Land Use Permit	LU600424	Corral Creek Grazing Association, LLC	Skinner Ranches, Inc.	Southwest	Full Assignment
Land Use Permit	LU600425	Corral Creek Grazing Association, LLC	Skinner Ranches, Inc.	Southwest	Full Assignment
Land Use Permit	LU800712	Idaho Communications, LLC	Bannock County	Eastern Id Falls	Full Assignment
Residential	R100429	Daniel James Black	David Hill and Sarah Hill	Priest Lake	Full Assignment
Residential	R500392	Kyle Enzler and Jadean Enzler	Taylor Enzler	Payette Lakes	Full Assignment
Residential	R500394	Liza Marie Goul	Kyle Enzler and Jadean Enzler	Payette Lakes	Full Assignment

Assigned Easements

Transaction Type	Instrument No.	Assignor	Assignee	Area	Comments
Assigned Esmt	ES600116	J & M Solid Rock LLC	Knife River Corporation - Northwest	Southwest	Road

STATE BOARD OF LAND COMMISSIONERS
October 20, 2026
Endowment Transactions

Leases and Permits

FISCAL YEAR 2027 – LEASING & PERMITTING TRANSACTIONS BY MONTH – through September 30, 2026													
ACTIVITY	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**FYTD**
SURFACE													
Agriculture	-	-	-	-	-	-	-	-	-	-	-	-	0
Assignments	-	-	-	-	-	-	-	-	-	-	-	-	0
Communication Sites	-		1	-	-	-	-	-	-	-	-	-	1
Assignments	-	-	-	-	-	-	-	-	-	-	-	-	0
Grazing	-	-	1	-	-	-	-	-	-	-	-	-	1
Assignments	3	-	6	-	-	-	-	-	-	-	-	-	9
Residential	-	-	-	-	-	-	-	-	-	-	-	-	0
Assignments	1	-	3	-	-	-	-	-	-	-	-	-	4
COMMERCIAL													
Alternative Energy	-	-	-	-	-	-	-	-	-	-	-	-	0
Industrial	-	-	11	-	-	-	-	-	-	-	-	-	11
Military	-	-	-	-	-	-	-	-	-	-	-	-	0
Office/Retail	-	-	-	-	-	-	-	-	-	-	-	-	0
Recreation	-	-	-	-	-	-	-	-	-	-	-	-	0
Assignments	-	-	-	-	-	-	-	-	-	-	-	-	0
OTHER													
Conservation	-	-	-	-	-	-	-	-	-	-	-	-	0
Geothermal	1	-	-	-	-	-	-	-	-	-	-	-	1
Minerals	1	-	2	-	-	-	-	-	-	-	-	-	3
Assignments	-	-	-	-	-	-	-	-	-	-	-	-	0
Non-Comm Recreation	-	-	-	-	-	-	-	-	-	-	-	-	0
Oil & Gas	-	-	-	-	-	-	-	-	-	-	-	-	0
PERMITS													
Land Use Permits	1	9	22	-	-	-	-	-	-	-	-	-	32
Assignments			3										3
TOTAL INSTRUMENTS	7	9	49	0	0	0	0	0	0	0	0	0	65

***Notes** : All 11 of the industrial leases are with Idaho Power Company and are executed leases replacing expiring leases.*

Real Estate

FISCAL YEAR 2027– REAL ESTATE TRANSACTIONS BY MONTH – through September 30, 2026													
ACTIVITY	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**FYTD**
Deeds Acquired	1	1	-	-	-	-	-	-	-	-	-	-	2
Deeds Granted	1	-	-	-	-	-	-	-	-	-	-	-	1
Deeds Granted - Surplus	1	-	-	-	-	-	-	-	-	-	-	-	1
Easements Granted	-	-	-	-	-	-	-	-	-	-	-	-	0
Easements Acquired	-	-	-	-	-	-	-	-	-	-	-	-	0
Easements Assigned	-	-	1	-	-	-	-	-	-	-	-	-	1

***Notes** : Easement ES600116 assigned from J & M Solid Rock LLC to Knife River Corporation - Northwest, Boise Jim Madden for road use.*

TRUST LAND MANAGEMENT DIVISION
FY2027 GROSS REVENUE (non-timber) - ACTUAL AND FORECASTED
through September 30, 2026

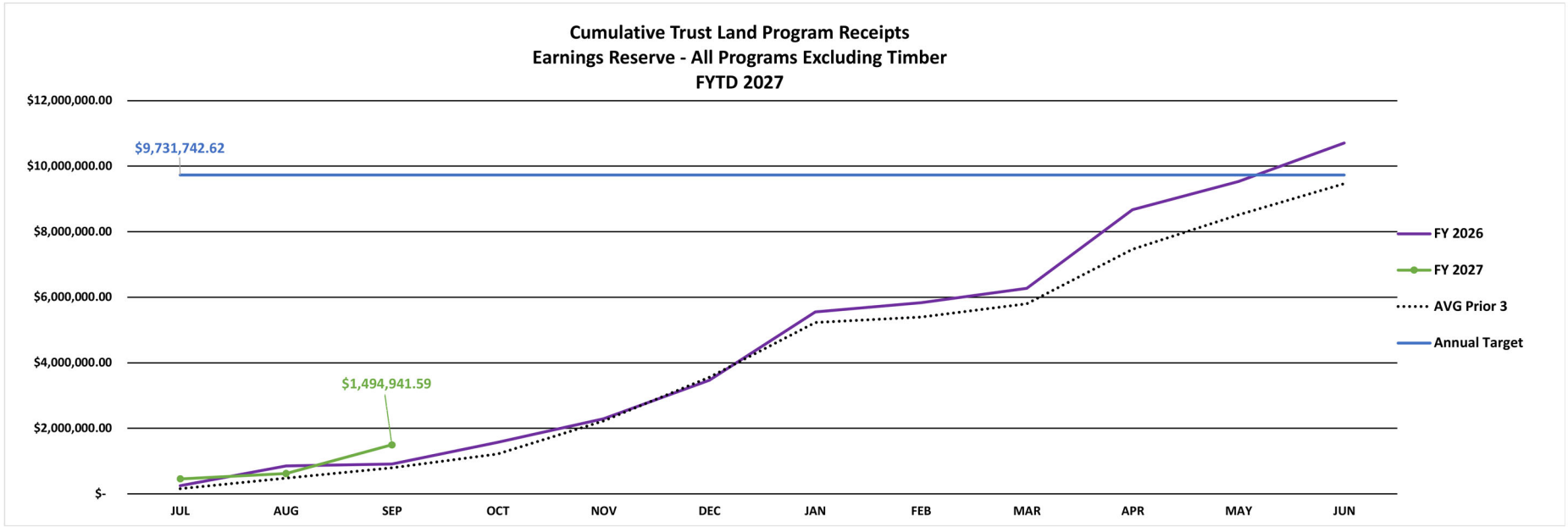
	REVENUE YTD AS OF 09.30.2026	REVENUE EXPECTED BY 09.30.2026*	REVENUE EXPECTED BY 06.30.2027
SURFACE			
AGRICULTURE	$ 4,665	$ 1,000	$ 539,900
COMMUNICATION SITES	$ 116,565	$ 100,000	$ 1,300,000
GRAZING	$ 109,608	$ 53,800	$ 2,817,665
RESIDENTIAL LEASES	$ 50,564	$ -	$ 1,414,132
COMMERCIAL			
COMMERCIAL ENERGY RESOURCES	$ 211,920	$ 150,000	$ 538,370
COMMERCIAL INDUSTRIAL	$ 5,676	$ -	$ 100,000
COMMERCIAL MILITARY	$ 72,865	$ -	$ 125,000
COMMERCIAL OFFICE/RETAIL LEASES	$ 170,796	$ 30,000	$ 900,000
COMMERCIAL RECREATION	$ 667,879	$ 60,000	$ 1,300,000
OTHER			
CONSERVATION LEASES	$ 20	$ -	$ 78,960
GEOTHERMAL	$ 48,465	$ 5,072	$ 64,053
MINERAL LEASES	$ 35,670	$ 8,195	$ 551,239
OIL AND GAS LEASES	$ 250	$ 263	$ 2,423
Sub Total	**$ 1,494,942**	**$ 408,330**	**$ 9,731,743**
REAL ESTATE SERVICES (ER)	$ -	**	
Grand Total - Earnings Reserve	**$ 1,494,942**		

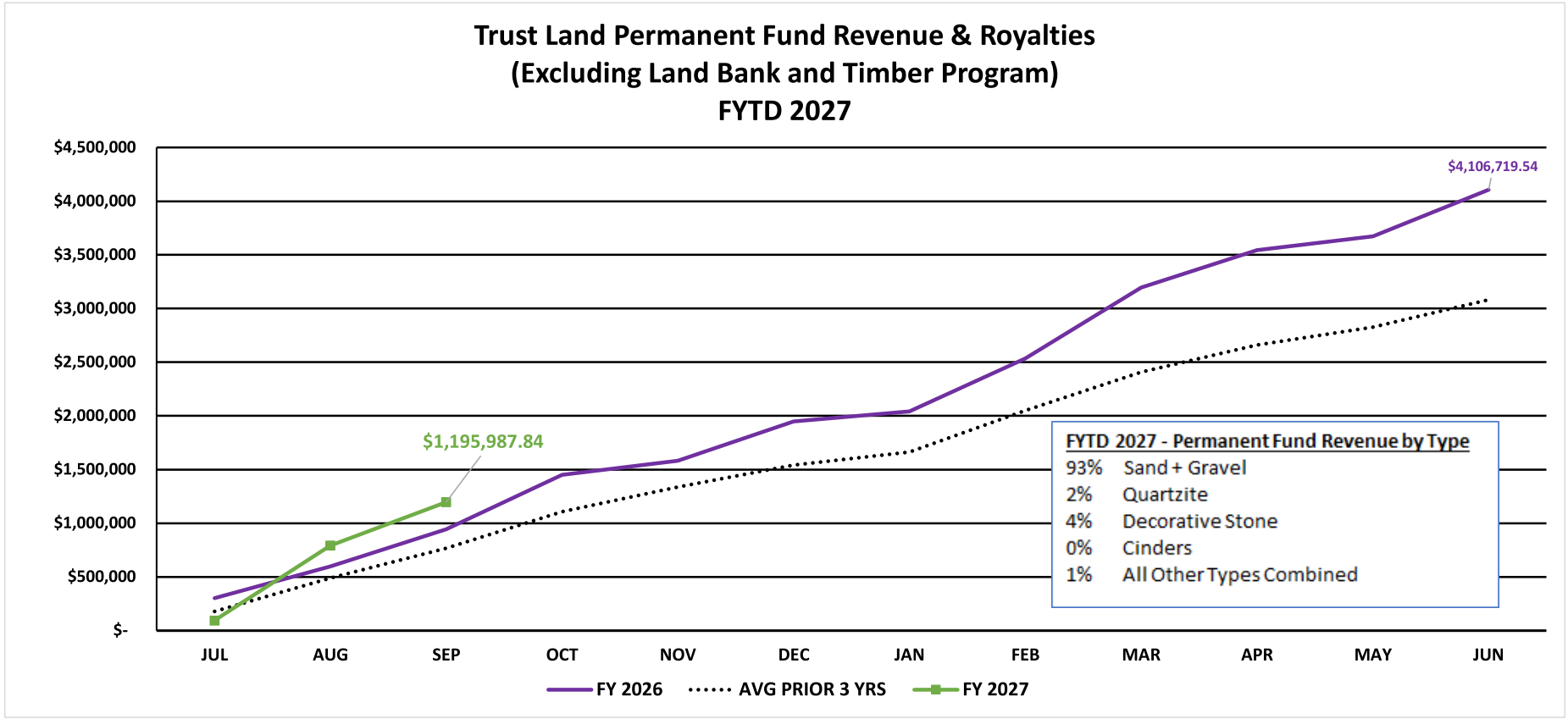
PERMANENT FUND REVENUE		
MINERALS (PF)	**$ 1,195,988**	***

*These figures are based on historic timing of revenue/billing as well as estimates of upcoming lease and permit revenue.

** This category is not included in the annual forecast.

***This category is not included in the annual forecast and represents minerals revenue to the permanent fund.


Cumulative Trust Land Program Receipts
Earnings Reserve - All Programs Excluding Timber
FYTD 2027
$12,000,000.00
$10,000,000.00
$8,000,000.00
$6,000,000.00
$4,000,000.00
$2,000,000.00
$-
$9,731,742.62
$1,494,941.59
JUL
AUG
SEP
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
FY 2026
FY 2027
AVG Prior 3
Annual Target


Trust Land Permanent Fund Revenue & Royalties
(Excluding Land Bank and Timber Program)
FYTD 2027
$4,500,000
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$-
$4,106,719.54
$1,195,987.84
JUL
AUG
SEP
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
FYTD 2027 - Permanent Fund Revenue by Type
93% Sand + Gravel
2% Quartzite
4% Decorative Stone
0% Cinders
1% All Other Types Combined
FY 2026
AVG PRIOR 3 YRS
FY 2027

1C

FIRE SEASON REPORT



STATE BOARD OF LAND COMMISSIONERS
October 20, 2026
Director's Update

Subject

Fire Season Update

Background

As of September 29, Emergency Fire Suppression expenditures are estimated to be $47,300,000. The suppression account will recover an estimated $19,830,000 of reimbursable costs, for a net obligation of $27,470,000. The total obligation includes the 2026 contracted aircraft costs.

Discussion

As shown by the table below, fire occurrence to date for 2026 is 68 percent of the 3-year average and, while the acres burned is 43 percent of the 3-year average.

Fire Season Comparison to Date

Number and Size of Fires (Year to Date)				
Year	**Human**	**Lightning**	**Total**	**Acres**
2023	195	91	286	2,590
2024	217	122	339	65,040
2025	262	118	380	4,870
2026	183	44	227	10,463
3 Yr. Average (2023-2025)			335	24,167

Temperatures and precipitation are returning to seasonal norms and no significant fire danger and activity is expected.

There are no fire restrictions in place.

Total Acres Burned by Ownership 9/29/26	
Surface Owner	**Acres**
US Wildland Fire Service	568,887
Other Federal	14,799
Other State	1,374
Private	163,522
State Endowment	47,275
Tribal	2,363
U.S. Forest Service	53,552
Undetermined	43
Total Acres	**851,814**

Fire Deficiency Warrant Spending - 2026 Fire Season YTD		
Category	**Estimated Costs**	**Notes**
Aviation Resources	$4,900,000	2 SEATS, 4 Scoopers (Fire Boss), 1 Type 1 UH-60 Blackhawk, 1 Air Attack Platform
IDL Non-Team Fires	$12,960,000	IDL/Assn fires including pre-positioning. Based on estimates and actuals.
IDL Team Fires	$4,000,000	Gold Run (T3@CAS), Greer (T3@CTS)
Other Suppression/Non-reimbursable	$5,610,000	Coeur d'Alene Cache: incoming and outgoing supplies not yet billed; Dispatch/Bureau cost when supporting multiple incidents.
Other Suppression/Reimbursable	$19,830,000	Reimbursable (IDL and Fire Department resources supporting non-IDL fires).
Total Estimate YTD	$47,300,000	

Suppression Spending History

Fire Season Estimated Costs from Annual Reports			
	Idaho Fire Suppression Costs	**Reimbursable**	**Idaho Obligation**
2023	$ 22,157,500	$ 4,780,000	$ 17,377,500
2024	$ 66,637,500	$11,340,000	$ 55,297,500
2025	$ 55,218,800	$14,685,000	$ 40,533,800
2026	$ 47,300,000	$19,830,000	$ 27,470,000

*2026 suppression costs are year to date

Attachments

1. Fire Information Map

2026 Wildland Fires in Idaho

9/25/2026

Fire Perimeter Categories

- Current Month
- Last Month
- Two Months Ago
- Three Months and Older

Surface Management

- Idaho Endowment Lands
- Other State
- Private
- U.S. Forest Service
- Bureau of Land Management
- Tribal Lands
- Other Federal

IDAHO DEPARTMENT OF LANDS

N W E S

Perimeters obtained from: NIFC InFORM system.
Only fires greater than 100 acres are displayed on the map unless otherwise requested.

"This map has been compiled using the best information available to the Idaho Department of Lands at the time and may be updated and/or revised without notice. In situations where known accuracy and completeness is required, the user has the responsibility to verify the accuracy of the map and the underlying data sources."

Map Created 9/25/2026 by IDL GIS

0 10 20 40 60 80 100
Miles

Upper Smith
Parker Lake
Silver
Porcupine
Coeur d'Alene
Dudley
Moose Mountain
Moscow
320
Lewiston
Grotto
Three Links
Cascade
Wolf Creek
Grangeville
Cooper
Scimitar
Cherry
Lake
Salmon
McCall
Horse Flat
Challis
Doublesprings
Tartar
Mm81 Hwy55
Wildhorse
Goldy
Custer
Goodson
Crooked
Byrne Side
Big Rock
Boise
Claremont
Buckhorn
Ohio Fire
Idaho Falls
Cave
Cole
Bonneville County Assist 4
Otr 113
Otr 101
Otr 95
Otr 115
Otr 114
Otr 80
Mm115 Hwy 20
Bingham County Assist 5
Bigfoot
Fraser
Reservoir Fire
Shale Butte
Pocatello
Flint
Big Grass
Tuana Gulch
West Windmill
Mcpherson
Rural Assist 7
Twin Falls
Wagon
North Heglar

X:\Projects\FireManagement\WeeklyFireUpdates\2026\AutomateWeeklyFireMap\AutomateWeeklyFireMap.aprx

ATTACHMENT 1

1D

LAND BANK FUND

IDAHO DEPARTMENT OF LANDS

LAND BANK AGING REPORT

Current Remaining Principal Balance By Quarter Receipted - As of September 30, 2026

FY Quarter IN	Public School	Agriculture College	Charitable Institution	Normal Schools	School of Science	State Hospital South	University of Idaho	All Endowments	FY Quarter EXPIRES
2022-01	$ 216,722	$ -	$ -	$ -	$ -	$ -	$ -	$ 216,722	2027-01
2022-02	$ 10,140,720	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,140,720	2027-02
2022-03	$ 9,890,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,890,500	2027-03
2022-04	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2027-04
2023-01	$ 6,125,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,125,000	2028-01
2023-02	$ 9,848,000	$ -	$ -	$ -	$ -	$ 421,410	$ -	$ 10,269,410	2028-02
2023-03	$ 9,800,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,800,000	2028-03
2023-04	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2028-04
2024-01	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2029-01
2024-02	$ 6,006,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,006,000	2029-02
2024-03	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2029-03
2024-04	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2029-04
2025-01	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2030-01
2025-02	$ 10,249,720	$ -	$ -	$ 449,160	$ -	$ 5,563,000	$ -	$ 16,261,880	2030-02
2025-03	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2030-03
2025-04	$ 1,155,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,155,000	2030-04
2026-01	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2031-01
2026-02	$ 6,296,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,296,000	2031-02
2026-03	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2031-03
2026-04	$ 1,605,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,605,000	2031-04
2027-01	$ -	$ -	$ 5,000,000	$ -	$ -	$ -	$ -	$ 5,000,000	2032-01
TOTAL PRINCIPAL REMAINING	**$ 71,332,662**	**$ -**	**$ 5,000,000**	**$ 449,160**	**$ -**	**$ 5,984,410**	**$ -**	**$ 82,766,232**	

LAND BANK CASH BALANCE (with Interest)	**$ 80,390,635**	**$ 5**	**$ 5,005,952**	**$ 496,226**	**$ -**	**$ 6,474,868**	**$ -**	**$ 92,367,686**

IDAHO ENDOWMENT FUND
INVESTMENT BOARD

Thomas J. Wilford, Chair
David Dean
Robert M. Donaldson
Joseph Forney
Irving Littman
James Petzke
Mary Pat Thompson
Jim Woodward
Chris J. Anton, Manager of Investments

Monthly Report to the Board of Land Commissioners

Investment performance through September 30, 2026

Month: -1.80% ***Fiscal year: -1.10%***

Bond and stock prices were under pressure in September as U.S. Treasury yields climbed to new 24-year highs. The 10-year U.S. Treasury yield hit 5.3% and the long-term 30-year Treasury yield surged to 5.6%. Resilient economic data coupled with high energy prices tied to Middle East tensions fueled fears that inflation would remain sticky. The Fed responded by hiking the federal funds rate by 0.25% to a range of 3.75%-4.00%. Stocks in interest sensitive sectors like autos and housing, and small-cap stocks which rely heavily on short-term financing, experienced the biggest impacts. Investors will learn more about the pace of A.I. expansion in mid to late October as third quarter corporate results are released.

Status of endowment fund reserves

Distributions for FY2027 and FY2028 are well secured.

Significant actions of the Endowment Fund Investment Board

Arrowstreet Capital was added as a new global equity manager on October 1, 2026.

Compliance/legal issues or areas of concern

Material deviations from Investment Policy

None

Material legal issues

None

Changes in Investment Board membership or agency staffing

None

Upcoming issues or events

- EFIB Board Meeting–November 17, 2026

IDAHO ENDOWMENT FUND INVESTMENT REPORT

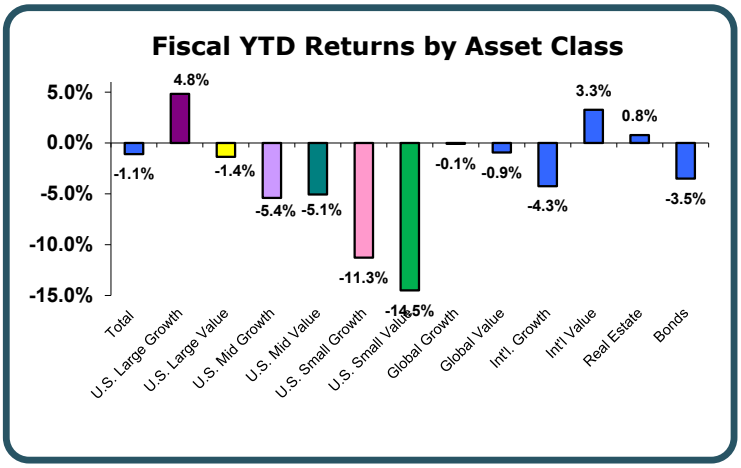
Preliminary Report (Land Grant Fund) — September 30, 2026

	Month	FYTD
Beginning Value of Fund	**$ 4,147,569,741**	**$ 4,120,608,092**
Distributions to Beneficiaries	(9,773,200)	(29,569,600)
Land Revenue net of IDL Expenses	14,376,719	27,292,859
Change in Market Value net of Investment Mgt. Expenses	(79,259,774)	(45,417,865)
Current Value of Fund	**$ 4,072,913,486**	**$ 4,072,913,486**

Gross Returns	One Month	Calendar Y-T-D	Fiscal Y-T-D	One Year	Three Year	Five Year	Ten Year
Total Fund	**-1.8%**	**8.1%**	**-1.1%**	**10.0%**	**14.3%**	**6.8%**	**9.4%**
*66% ACWI IMI, 24% BB Agg, 10% ODCE**	*-1.4%*	*8.4%*	*0.0%*	*11.1%*	*15.1%*	*7.8%*	*9.2%*
Total Fixed	**-2.6%**	**-2.8%**	**-3.5%**	**-1.6%**	**4.6%**	**-0.3%**	**1.4%**
BB U.S. Agg.	*-2.6%*	*-2.9%*	*-3.5%*	*-1.8%*	*4.1%*	*-0.5%*	*1.3%*
Total Equity	**-1.7%**	**13.0%**	**-0.5%**	**15.4%**	**20.5%**	**10.4%**	**13.1%**
*MSCI All Country World IMI**	*-1.4%*	*13.3%*	*1.2%*	*17.1%*	*21.9%*	*11.8%*	*12.9%*
Domestic Equity	**-1.7%**	**13.2%**	**-0.9%**	**15.2%**	**20.3%**	**10.7%**	**14.1%**
*70.3% R1, 18.9% R Mid, 10.8% R2****	*-1.8%*	*12.4%*	*-0.1%*	*15.0%*	*22.2%*	*12.6%*	*14.7%*
Global Equity	**-2.2%**	**7.7%**	**-0.2%**	**11.9%**	**17.2%**	**9.1%**	**11.8%**
MSCI ACWI	*-1.1%*	*13.0%*	*1.6%*	*16.8%*	*21.7%*	*11.6%*	*12.4%*
Int'l. Equity	**-1.6%**	**16.5%**	**0.3%**	**18.5%**	**22.8%**	**10.7%**	**11.8%**
MSCI ACWI ex-US	*-2.4%*	*14.2%*	*0.5%*	*20.0%*	*20.5%*	*9.6%*	*9.2%*
Real Estate		**2.5%**	**0.8%**	**3.2%**	**-1.9%**	**1.1%**	**3.4%**
NCRIEF ODCE Index		3.05%	*1.2%*	*3.6%*	*-1.4%*	*1.8%*	*3.7%*

*Benchmark to Dec. 2025: *37% R 3000, 17% ACWI ex-US, 12% AC, 24% BB Agg.,10% ODCE **56% R3, 25.8% ACWI x-US, 18.2% ACWI *** Russell 3000*

	Market Value	Allocation
U.S. Equity	**$1,482.9**	**36.4%**
Large Cap	1,066.7	26.2%
Mid Cap	267.3	6.6%
Small Cap	148.9	3.7%
Global Equity	**490.7**	**12.0%**
Int'l Equity	**714.1**	**17.5%**
Real Estate	**397.8**	**9.8%**
Bonds	**967.9**	**23.8%**
Cash	**19.6**	**0.5%**
Total Fund	**$4,072.9**	**100.0%**

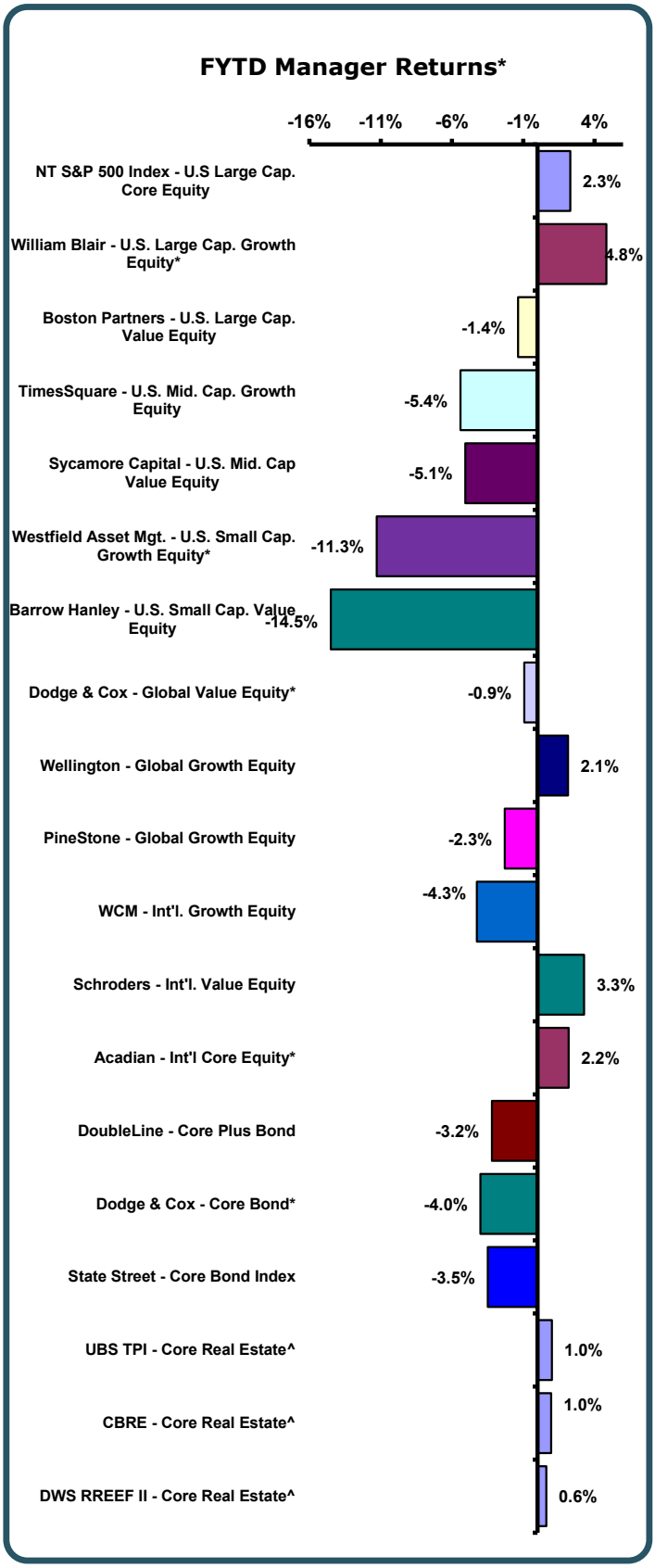


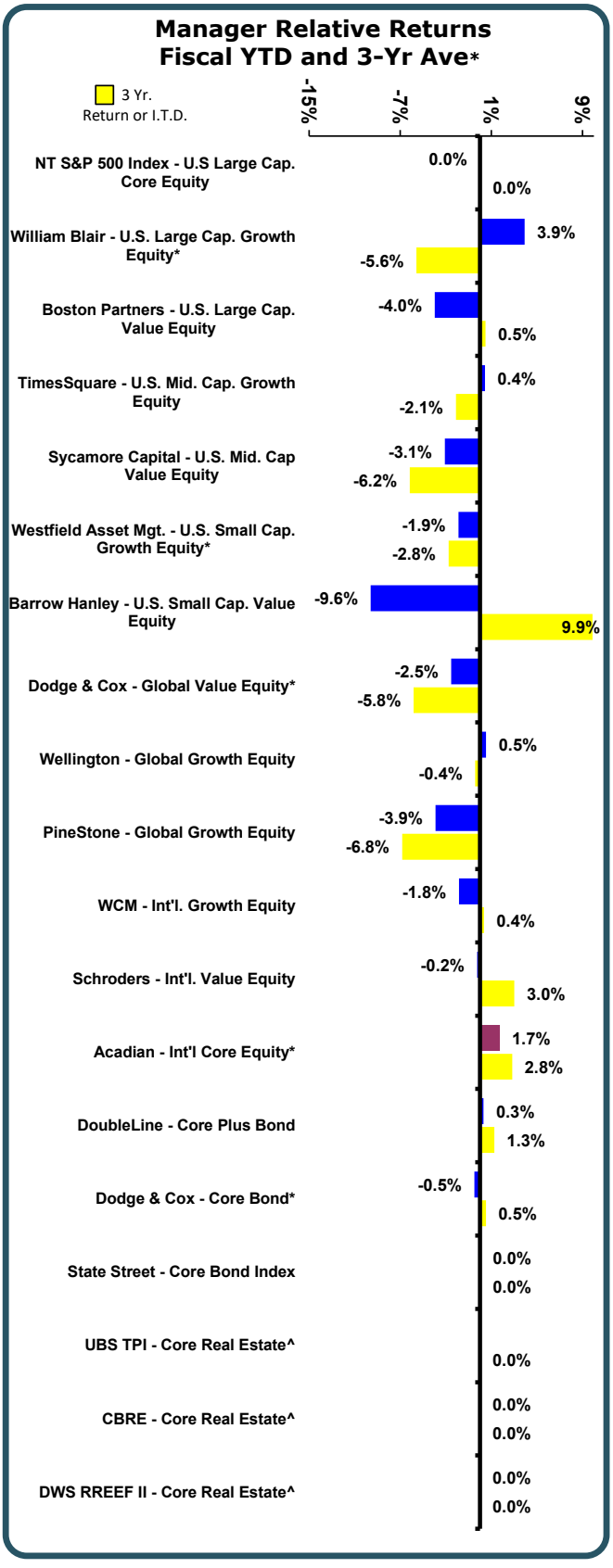
Endowment Fund Staff Comments:

Bond and stock prices were under pressure in September as U.S. Treasury yields climbed to new 24-year highs. The 10-year U.S. Treasury yield hit 5.3% and the long-term 30-year Treasury yield surged to 5.6%. Resilient economic data coupled with high energy prices tied to Middle East tensions fueled fears that inflation would remain sticky. The Fed responded by hiking the federal funds rate by 0.25% to a range of 3.75%-4.00%. Stocks in interest sensitive sectors like autos and housing and small-cap stocks which rely heavily on short-term financing experienced the biggest impacts. Investors will learn more about the pace of A.I. expansion in mid to late October as third quarter corporate results are released.

September 30, 2026

INVESTMENT REPORT





^ Most recent valuation. * I-T-D if no FYTD or 3-yr. history

Idaho State Board of Land Commissioners

Brad Little, Governor and President of the Board
Phil McGrane, Secretary of State
Raúl R. Labrador, Attorney General
Brandon D Woolf, State Controller
Debbie Critchfield, Superintendent of Public Instruction
Dustin T. Miller, Secretary to the Board

Be it remembered that the following proceedings were had and done by the State Board of Land Commissioners of the State of Idaho, created by Section Seven (7) of Article Nine (IX) of the Constitution.

Draft Minutes

State Board of Land Commissioners Regular Meeting
September 15, 2026

The regular meeting of the Idaho State Board of Land Commissioners was held on Tuesday, September 15, 2026, at the State Capitol, Lincoln Auditorium. Governor Brad Little called the meeting to order. The following members were in attendance:

Honorable Governor Brad Little
Honorable Secretary of State Phil McGrane
Honorable Attorney General Raúl Labrador
Honorable State Controller Brandon Woolf
Honorable Superintendent of Public Instruction Debbie Critchfield

Also Present:

Director Dustin Miller, Idaho Department of Lands
Department staff and guests

Reports

1. Department Reports—presented by Dustin Miller, Director
   A. Timber Sales Revenue—August 2026
   B. Leases/Permits Transactions and Revenue—August 2026
   C. Fire Season Update

2. Endowment Fund Investment Board—presented by Chris Anton, EFIB Manager of Investments
   A. Manager's Report
   B. Investment Report

Director's Report

Director Miller reported that the Department of Lands sold 10 endowment timber sales at auction in August. Four received competitive bids averaging 10 percent above appraised value, while five unsold sales will be reevaluated and remarketed. The sold sales were

salvage sales from a North Idaho windthrow event. Through the Good Neighbor Authority program, the Department also sold a U.S. Forest Service sale for 85 percent above appraised value.

Endowment sales totaled approximately 10.8 million board feet and generated more than $1.8 million, or $170 per thousand board feet. The Good Neighbor Authority sale included approximately 9.2 million board feet and generated $2.5 million. Unsold sales were affected by costs, diesel prices, lower salvage volumes per acre, breakage, logging expenses, and road construction costs.

The Department offered 17 sales totaling 65.5 million board feet, with an advertised value of approximately $12.7 million. Active contracts totaled approximately 464 million board feet across 170 contracts valued at about $152 million. Two months into the fiscal year, timber revenue exceeded $20 million, with nearly $7 million expected in September. Approximately 34.7 million board feet from FY26 remained in process, while 109.5 million board feet for FY27 had been sold or was in process. The Department had reached 25 percent of its cedar pole target. Cumulative harvest receipts were at 93 percent of the three-year average, and harvest volume was at 73 percent.

The Inland Northwest lumber market remained relatively strong, supported by constrained supply, Canadian mill closures, tariffs, and reduced Canadian imports. Domestic timber conditions improved, but demand for standing timber remained uneven. Housing starts continued to be limited and volatile because of borrowing costs and mortgage rates. Governor Little questioned whether the market chart accurately reflected futures trends, and Director Miller agreed to review the data.

The extended spring breakup, market conditions, costs, and the emphasis on salvage sales contributed to lower harvest volumes. More than 30 million board feet of salvage timber from December windthrow events had been offered, slowing the harvest of green sales. Salvage sales also typically produce lower volumes per acre.

In August, the Department issued nine land-use permits and completed the acquisition of 25 acres of productive timberland at Betten Butte from Empire Lumber Company. Leasing revenue through August totaled approximately $618,000, nearly twice the projection, due to deferred rent, late fees, an energy-resource execution fee, early office and retail lease payments, and parking revenue. Mineral royalties contributed nearly $800,000 to the Permanent Fund during the fiscal year.

Director Miller reported that 2026 emergency fire suppression costs were estimated at nearly $41 million as of September 14, about $10 million higher than the previous month. After approximately $14.6 million in reimbursable costs, the state and suppression account's net obligation was about $26 million.

The Department recorded more than 220 ignitions and just over 10,000 acres burned on lands under IDL protection. Human activity caused 179 fires, or 81 percent. Although activity was beginning to moderate, significant fire potential remained across the Pacific Northwest, northern Rockies, and Great Basin.
The national preparedness level was 3, with 57 large-fire incidents and more than 13,000 personnel assigned to wildfires. More than 8.4 million acres had burned nationwide. Drought and dry fuels persisted in Idaho, particularly in the southern and central regions, where cured fine fuels contributed to rapid fire growth.

DRAFT

Idaho ended statewide fire restrictions on September 11, although local restrictions and closures could remain. The Department continued to emphasize preparedness, aggressive initial attack, and rapid containment. Above-normal fire potential was expected through September, along with warmer-than-normal conditions, especially in southern Idaho. Precipitation was expected to have limited effect unless widespread and sustained.

Director Miller said final suppression costs remained uncertain because of potential additional fire activity and ongoing reconciliation of federal cost obligations. Governor Little asked whether the estimate included the $5 million to $6 million associated with the Claremont Fire near Boise; Director Miller said it did not. Governor Little requested low, high, and average cost estimates for budget planning, and Director Miller confirmed that some cost shares were not included in the current figure.

Endowment Fund Report

Mr. Anton reported that the investment portfolio rose 1.4% in August and was up 0.7% fiscal year-to-date at the time of the report. Software and biotechnology led the increase, supported by strong software earnings and advances in mRNA-based cancer treatments. Since August, interest rates have become a major market driver. The 10-year Treasury yield exceeded 5%, while inflation was approximately 3.4% to 3.5%. As rates rose, equity markets declined and the portfolio shifted from a 0.7% fiscal-year gain to an approximately 0.6% loss.

In response to Governor Little's questions, Mr. Anton confirmed that the portfolio's 24% fixed-income allocation remained on target. He noted that the Board reviews asset allocation each February and generally maintains its established targets rather than speculating on market movements. Treasury securities could also provide an approximately 5% risk-free return.

Mr. Anton explained that the global portfolio's underperformance over one- and three-year periods reflected challenges for its two quality-growth managers, particularly as markets favored less-profitable artificial-intelligence companies. The Board had approved Arrowstreet Capital to replace Wellington, with the transition expected by early October.

Consent—Action Item(s)

3. Approval of Draft Minutes—August 18, 2026, Regular Meeting
4. Burley American Job Center—presented by Matt Courtney, Real Estate Program Specialist
5. Spirit of Mount Spokane Forest Legacy Project—presented by Jennifer Barker, Forest Legacy Program Manager

Burley American Job Center

Matt Courtney, Real Estate Program Specialist with the Idaho Department of Lands, presented the request to authorize the Department to declare surplus and dispose of the Idaho Department of Labor property known as the Burley American Job Center pursuant to the Surplus Property Act. He stated that the property is in Burley, Idaho, in Minidoka County.

Mr. Courtney explained that the property consists of approximately one acre with improvements, including a 9,537-square-foot commercial building and a large, paved parking lot. Idaho Department of Labor Director Jeannie Revier was also present to answer questions regarding the Department of Labor's request.

Governor Little summarized the required process for surplus property, explaining that the property is declared surplus, offered to state and local agencies, and then auctioned if not otherwise acquired. He asked whether there was anything additional the Board needed to know. Mr. Courtney responded that there was none.

Motion

Secretary McGrane moved to approve the action described by Governor Little.

Spirit of Mount Spokane Forest Legacy Project—Phase 2

Jennifer Barker, Forest Legacy Program Manager, requested conditional approval for Phase 2 of the Spirit of Mount Spokane project, a bi-state forest legacy project spanning Washington and Idaho. The Idaho portion includes more than 33,977 acres of working forest owned by Inland Empire Paper Company.

Because of rising land values, the Idaho project was divided into phases. Phase 1, covering approximately 22,352 acres in Bonner and Kootenai Counties, was approved in February and completed in March. Phase 2 is being funded with $22.7 million through a one-time USDA Forest Service Forest Legacy Program opportunity. Although the funding cleared the required federal reviews and received congressional notification, the grant modification remains pending. Conditional approval would allow the Department to finalize closing documents and complete the project by year-end.

Inland Empire Paper Company remains a willing seller of the development rights and will provide the required 25 percent non-federal match through the donated easement value. Phase 2 would protect the remaining unfragmented forest land in Kootenai County, which would continue to be managed under a forest stewardship plan. The project has broad public and private support, with no identified opposition.

Controller Woolf asked for a county-by-county history of acreage completed through the Forest Legacy Program; Ms. Barker agreed to provide it. Governor Little asked about support letters from the Bonner and Kootenai County Commissioners. Ms. Barker said both counties had supported the project initially, although they had since adopted more neutral positions regarding private property rights.

Governor Little also noted that the Board had previously discussed correspondence about the McCall gravel pit. No action was taken at that meeting, and the Board plans to address the matter in October.

Motion

Controller Woolf moved to approve and adopt the consent agenda. Superintendent Critchfield seconded the motion. The motion passed, with the ayes having it.

Regular—Action Item

6. FY2028 Department of Lands Budget—presented by Rachelle Vance, Financial Executive Officer

FY2028 Department of Lands Budget

Ms. Vance requested the Board's concurrence on the Department's FY2028 budget request, which was submitted to the Division of Financial Management and Legislative Services Office on September 1, 2026. The Department had presented its proposed enhancements in August; timing required Board approval of the complete budget after submission.

The request followed DFM guidelines and included a 1 percent employee compensation placeholder, 25 percent variable benefits, $17,850 in health benefits per full-time employee, contract inflation, and replacement items. The Board's previously approved enhancement units were revised slightly, reducing the total by $59,200. The request included 4.83 new full-time positions and totaled $88,471,600, a 13.10 percent increase over FY2027's original ongoing appropriation. Ms. Vance recommended approval, and the Board approved the request through the consent process.

The Board discussed the increase in federal funding, which Ms. Vance attributed to several U.S. Forest Service grants, including the Private Forest Protection Resilience and Restoration Grant and the I-90 Shoshone Community Wildfire Defense Grant. The Department also planned to apply for two additional Community Wildfire Defense Grants. Ms. Vance explained that a $1 million operating amount, previously included in a combined $3 million Timber and Building request, could support contractor agreements or county subagreements. Because state law permits transfers from operating expenditures to Timber and Building but not the reverse, the funds were requested in operating expenditures while the grant application remained pending.

The Board also discussed fire costs exceeding appropriations. Governor Little explained that Idaho replaced deficiency grants with a fire funding formula and reserved funds, although current law still permits an authorized state official to issue a deficiency warrant when necessary. The Legislature later addresses the resulting obligation.

Secretary McGrane asked whether action was necessary after submission. Controller Woolf and Governor Little confirmed that the action was consistent with historical practice and represented an amendment to the budget previously approved by the Board.

Motion

Controller Woolf moved to approve the Department of Lands' FY2028 budget request as submitted to DFM and the Legislative Services Office on September 1, 2026. Superintendent Critchfield seconded the motion. The motion passed, with Governor Little abstaining.

ADJOURNMENT

Controller Woolf moved to adjourn. Superintendent Critchfield seconded the motion. The motion passed unanimously by voice vote, and the meeting adjourned.

STATE BOARD OF LAND COMMISSIONERS

October 20, 2026
Consent Agenda

Subject

Dredge and Placer Permit Application No. P800354, Lowell Cerise

Question Presented

Shall the Land Board approve Dredge and Placer Permit Application No. P800354?

Background

The Idaho State Board of Land Commissioners is the designated administrative agency of the Idaho Dredge and Placer Mining Protection Act, Title 47, Chapter 13, Idaho Code, which requires that operators obtain a permit prior to conducting a placer or dredge mining operation on lands or natural watercourses in the state of Idaho (I.C. §§ 47-1316 and 1317(a)).

Discussion

On June 1, 2026, Lowell Cerise submitted a dredge and placer permit application for his 81.97 acres of private land in Lemhi County, located approximately 5 miles north of North Fork, Idaho.

Hughes Creek runs through the Cerise property and adjacent to the proposed mining areas. Hughes Creek was extensively mined with a dredge throughout the Cerise property prior to 1945. Much of the property next to Hughes Creek consists of dredge piles left behind from historic mining.

Mr. Cerise proposes seasonal sluice operations between April and October in three areas outside of the active stream channel and adjacent to the historic tailings.

Topsoil will be removed and stockpiled nearby, using heavy equipment. Material will be excavated from the ground and processed through an 8’ x 16’ screen deck, with a 3’ wide sluice. Wash water in Mine Areas #1 and #2 will be sourced from existing ponds, left behind from the historic dredge mining operations, using a 3” or 4” pump. These ponds will also be used to store the dirty water. Small ponds (less than 500 square feet) will be excavated in Mine area #3 and used to provide and store wash water. Screened material will be stockpiled nearby and then placed back onto the mined area before the end of each operating season to prevent runoff during the next spring.

Highly permeable dredge tailings and a vegetation buffer between the creek and the project site leave little possibility of runoff from the site impacting Hughes Creek.

The application was circulated to the Idaho Department of Environmental Quality ("DEQ"), Idaho Department of Fish and Game, Idaho Department of Water Resources ("IDWR"). DEQ and IDWR replied with comments indicating when permits from each agency would be required.

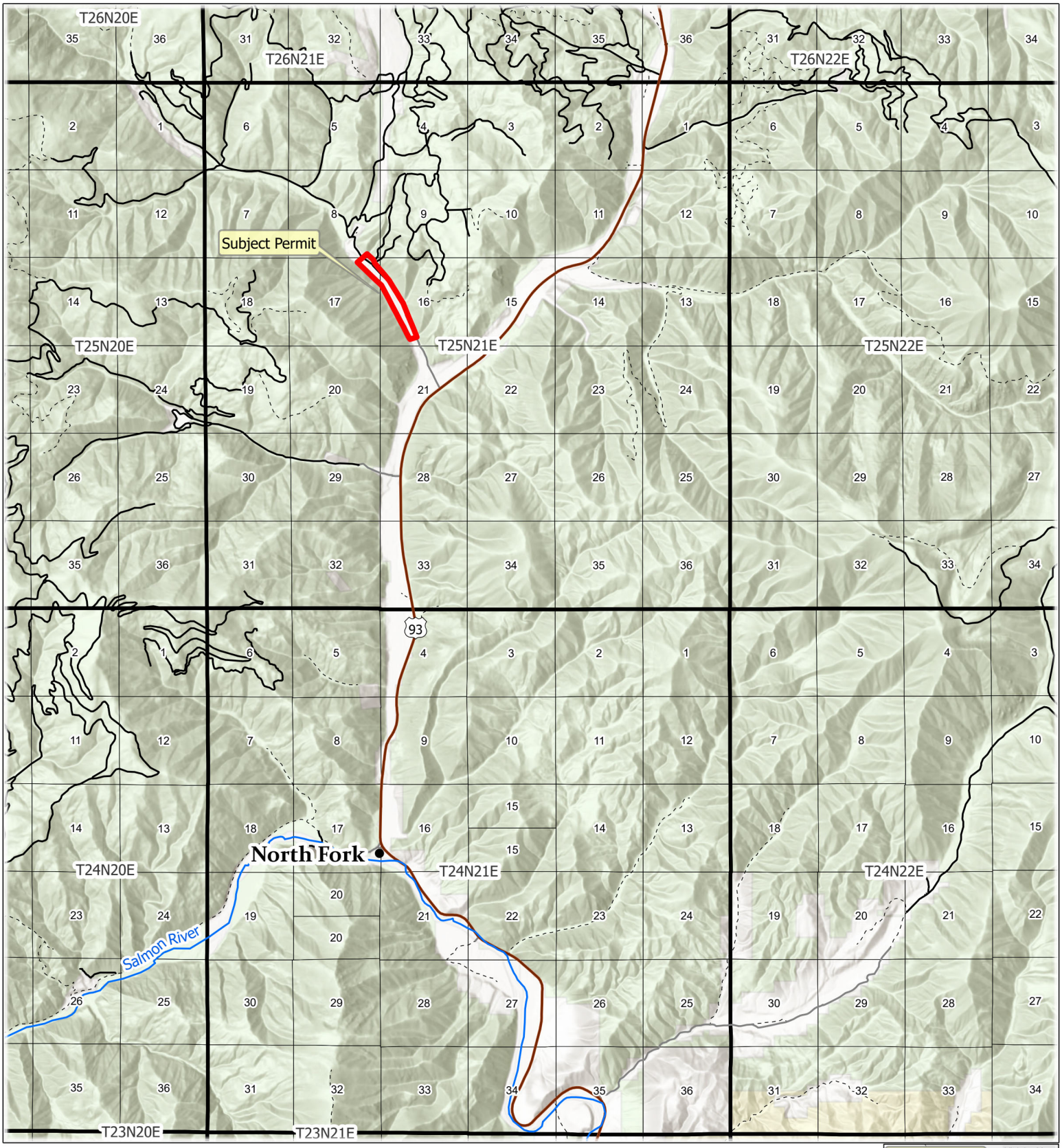
Recommendation

Approve issuance of the attached permit subject to the plan submitted in the application, the Idaho Dredge and Placer Mining Protection Act, the Rules Governing Dredge and Placer Mining Operations in Idaho, and submission of the required financial assurance.

Board Action

Attachments

1. Map
2. Draft Permit



Legend

- Subject Permit Area
- PLSS Township
- PLSS Section
- Private
- BLM
- USFS
- United States
- County
- Secondary
- Spur
- Major Rivers

P800354 - Vicinity

T25N - R21E - Sec 16 and 17

Lehmi County

IDAHO DEPARTMENT OF LANDS

9/17/2026

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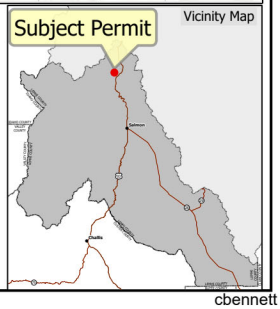
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Map Notes

Projection: Idaho Transverse Mercator, NAD 83

Map Notes and Data Sources

Disclaimer:
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ATTACHMENT 1

State Of Idaho
Department Of Lands

DREDGE/PLACER MINING PERMIT NO. P800354

Pursuant to Dredge/Placer Mining Permit Application No. P800354, approved by the State Board of Land Commissioners on October 20, 2026, **Lowell Cerise, 56 Whiting Road, Salmon, ID 83467,** is hereby authorized to conduct a placer mining operation in conformity with the Idaho Dredge and Placer Mining Protection Act (Idaho Code § 47-13) and the Rules Governing Dredge and Placer Mining Operations in the State of Idaho, IDAPA 20.03.01.000 *et seq.*, on the following described lands:

A 81.97 acre tract located in portions of the W ½ of NW ¼ Section 16, and portions of NE ¼ of NE ¼ section 17 Township 25 North, Range 21 East, B.M., Lemhi County. The land is owned by Lowell Cerise. The permit area is more fully set forth in the Idaho Department of Lands ("IDL") Dredge/Placer Permit File No. P800354.

This permit is subject to and in compliance with the plan of operation and the following stipulations:

1. All refuse, chemical and petroleum products and equipment shall be stored and maintained in a designated location 100 feet away from any surface water and disposed of in such a manner as to prevent their entry into surface and groundwater.
2. Permittee shall ensure that its operation does not result in a violation of state water quality standards at any time during the life of the operation. In the event that a violation of water quality standards occurs, operator must cease mining operations on the site immediately, notify the Idaho Department of Environmental Quality ("DEQ"), and take all corrective actions recommended by DEQ.
3. There will be a 20 foot buffer of undisturbed riparian vegetation maintained between the mining operation and any streams at all times.
4. Erosion and non-point source pollution shall be minimized by careful design of the site access and implementing Best Management Practices which shall include, but are not limited to:
    a. Diverting all surface water flows around the mining operation;
    b. Removing and stockpiling vegetation and slash, except timber, for use in erosion control and reclamation;

DRAFT

c. Removing and stockpiling all topsoil or suitable plant growth material for use in reclamation;

d. Removing and stockpiling fine sand, silt and clay from the settling ponds for use in reclamation; and

e. Constructing settling ponds below ground level when conditions allow.

5. Permittee must provide financial assurance in the amount of $1,800 per affected acre. The initial financial assurance amount will be in the amount of $3,600 will be submitted, prior to issuance of this permit, and maintained with IDL for the acres to be affected.
6. Upon placement of equipment and construction of settling ponds, permittee will provide notification to IDL prior to conduct of actual mining operations.
7. If a stream channel alteration is involved, a Stream Channel Alteration Permit shall be obtained from the Idaho Department of Water Resources and shall govern the diversion of the stream and reconstruction of the permanent channel of the waterway involved.
8. All water intake lines will be screened to prevent fish entrapment, and diversion dams must allow for fish passage.
9. The permitted area must be reclaimed concurrent with mining, according to the approved reclamation plan.

Failure to comply with the Idaho Dredge and Placer Mining Protection Act, the Rules Governing Dredge and Placer Mining in Idaho, the plan of operation and these stipulations may result in cancellation of this permit.

It is understood and agreed that all of the stipulations of this permit must be complied with in the conduct of the mining operation.

_____ _____

DUSTIN T. MILLER, Director Lowell Cerise

* * * * * * * * *

DRAFT

STATE OF IDAHO _____)
) ss
COUNTY OF _____)

On this ____day of _____, 20____, before me, a notary public, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged by me that he executed the same.

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

(SEAL)

_____
Notary Public
My Commission Expires: _____

* * * * * * * * *

STATE OF _____)
: ss
COUNTY OF _____)

On this _____day of _____, 20____, before me, a notary public, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged by me that he executed the same.

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

(SEAL)

_____
Notary Public
My Commission Expires: _____

DRAFT

STATE BOARD OF LAND COMMISSIONERS

October 20, 2026
Regular Agenda

Subject

Final Approval of the Grangeville Land Exchange

Question Presented

Shall the Land Board authorize the Department to complete the Grangeville land exchange and approve the use of land bank funds to offset the difference in value?

Background

In April 2026, the Department received an application for a land exchange from ID Real Estate, LLC. The proposed exchange would trade a .56 acre parking lot (Endowment Land) in downtown Boise in Ada County with a split ownership by Normal Schools (66%) and State Hospital South (34%) for approximately 16 acres of commercial land with improvements in Grangeville in Idaho County (Grangeville Land). Maps of the subject properties are included as Attachments 1 and 2.

On April 28, 2026, Department staff presented the proposed exchange to the Idaho County Commissioners, and on May 11, 2026, to the Ada County Commissioners. Both Boards acknowledged the information presented and expressed support of the proposed land exchange.

At the May 2026 meeting, the Land Board authorized the Department to complete due diligence on the proposed exchange (Attachment 3).

The Department initiated due diligence including but not limited to:

- Title commitments and encumbrance review
- Environmental Site Assessments
- Member of the Appraisal Institute (MAI)- certified appraisals and appraisal reviews
- Building inspections
- Surveys
- Access review
- Neighbor and permittee notifications
- Third-party review by land board advisor Heartland, LLC (Heartland) (Attachment 4)

Discussion

This proposed land exchange is expected to improve the long-term value to the endowments primarily, but also to Idaho, through:

- Acquisition of commercial real estate with value equal to or greater than the real estate to be disposed.
- Future lease income aligned with the asset value.
- Enabling effective fire protection for endowment timberland.
- Avoiding the need for construction of new fire facilities in the region.

In contrast, the endowment parcel proposed for disposal:

- Produces revenue that is not aligned with the asset value.
- Likely has a higher and better use through development opportunities.

The appraised value of the Grangeville Land is $4,510,000 while the Endowment Land has an appraised value of $3,781,000, with both appraisals completed in June 2026 by Langston & Associates, Inc., of Boise. Each appraisal was then reviewed by Mountain States Appraisal, LLC, of Boise. The exchange would require expenditure of $729,000 of Land Bank funds from Normal Schools ($481,140) and State Hospital South ($247,860) to achieve equal value.

Heartland has reviewed the due diligence materials and evaluated the exchange for alignment with the Land Board exchange policy. Heartland specifically reviewed the exchange for the net benefit to the endowment. Their analysis (Attachment 5) showed that the Endowment Land is expected to appreciate at a greater rate with resulting greater net present value from appreciation. However, the Grangeville Land produces greater income and begins with a higher value, resulting in greater total net present value to the endowment.

The Endowment Land has two permits for parking spaces which would be terminated if the exchange were completed. The permit holders have been notified of that possibility.

The Department would secure parking on the site for at least 4 years through agreement with the exchange proponent. This is acknowledged in the proposed land exchange agreement (Attachment 6).

If the Board approves the exchange, the Department would execute a substantively similar land exchange agreement.

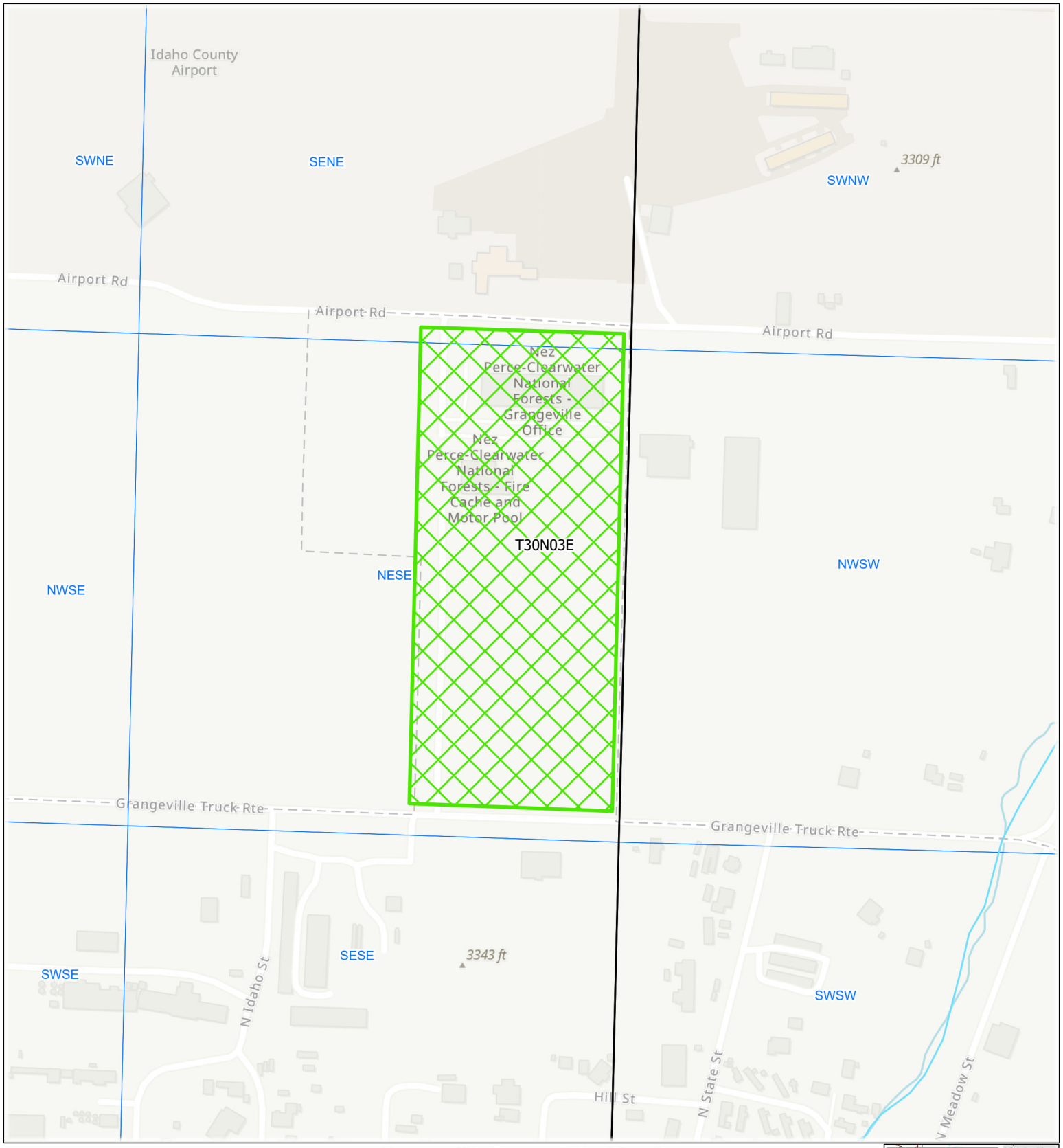
Recommendation

Approve the exchange and direct the Department to complete and close the as-proposed Grangeville land exchange, including using land bank funds to offset the difference in value.

Board Action

Attachments

1. Grangeville Land Map
2. Endowment Land Map
3. May 19, 2026 Approved Memo
4. Heartland, LLC Due Diligence Review
5. Heartland, LLC Long Term Value Analysis
6. Draft Land Exchange Agreement



Legend

- To Be Aquired
- Class II - Perennial
- PLSS Township
- PLSS Section
- PLSS Subsection
- Private

Grangeville-Bannock Parking Lot Land Exchange- To Be Acquired

16 Acres

T30N- R03E- Sec 18

Idaho County

4/21/2026

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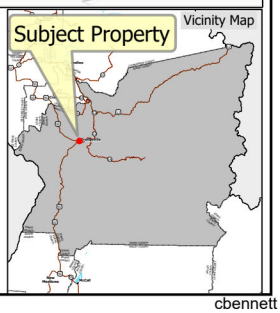
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Map Notes

Projection: Idaho Transverse Mercator, NAD 83

Map Notes and Data Sources

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ATTACHMENT 1



Legend

- To Be Disposed
- PLSS Township
- PLSS Section
- Private
- State

Grangeville-Bannock Parking Lot Land Exchange- To Be Disposed

.56 Acres

T30N- R03E- Sec 18

Ada County

5/18/2026

IDAHO DEPARTMENT OF LANDS

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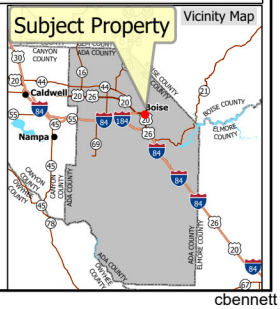
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ATTACHMENT 2

STATE BOARD OF LAND COMMISSIONERS

May 19, 2026
Regular Agenda

Subject

Request approval to proceed with due diligence for the Grangeville Land Exchange

Question Presented

Shall the Land Board authorize the Department to proceed with due diligence for the proposed land exchange?

Background

On April 3, 2026, the Idaho Department of Lands ("Department") received an application for a land exchange from ID Real Estate, LLC (Attachment 1). The proposed exchange would trade a .56 acre parking lot ("Endowment Land") in downtown Boise with a split ownership by Normal Schools (66%) and State Hospital South (34%) for approximately 16 acres of commercial land with over 34,000 square feet of office and warehouse space in Grangeville ("Grangeville Land"). The Endowment Land is in Ada County and the Grangeville Land is in Idaho County. Maps of the subject properties are included as Attachment 2 and 3.

The .56-acre endowment parcel proposed for disposal is located on the corner of 4th street and Bannock St in downtown Boise. The parcel is currently being used for IDL staff and fleet vehicle parking. There is also a permit for parking by Department of Labor for the use of 11 stalls.

The Grangeville Land consists of one parcel with 16 acres of commercial land. The parcel is improved by two structures (24,500 sf of office and 10,200 sf of warehouse/shop space) and an approximately 255 stall parking lot. The south half of the 16-acre property consists of open space providing the opportunity for development. The parcel is located on the south end of the Idaho wood basket, strategically located near the Craig Mountain and Maggie Creek Fire Protection Districts (Attachment 4). This site is currently under lease by the US Forest Service and used in part for an interagency wildland fire dispatch center.

On April 30, 2025, Department staff presented the proposed exchange to the Idaho County Commissioners, who acknowledged the information and expressed support of the land exchange.

On April 20, 2026, a letter was sent to Ada County Commissioners presenting the exchange. In response, Steve Rutherford, Chief Operating Officer of Ada County

reached out to IDL staff. Mr. Rutherford has indicated that the Ada County Commissioners would like to learn more about the proposed land exchange. Department staff will attend an upcoming county commissioner meeting to provide the desired details and obtain their opinion of the proposed land exchange.

Discussion

This proposed land exchange has potential to improve the long-term value to the endowments and to Idaho through the following:

- Acquisition of commercial real estate with value equal to or greater than the real estate to be disposed.
- Future lease income aligned with the asset value.
- Enabling effective fire protection for endowment timberland.
- Potential ongoing fire cache operations.
- Fire engine storage and maintenance facilities.
- Reduced expense for construction of other fire operations centers.
- Availability of space for fire training.
- Consolidation of regional IDL fire operations.
- Potential for seasonal workforce housing to support firefighter recruitment and retention.

In contrast, the endowment parcel proposed for disposal:

- Produces revenue that is not aligned with the asset value.
- Likely has a higher and better use through development opportunities.

Overall, the exchange would divest an underperforming asset and acquire a priority commercial property that improves fire response fire response for endowment timberland, while using an existing facility rather than constructing new fire operations centers in the area. The exchange is expected to enhance financial returns for the Normal School and State Hospital South endowments.

Upon Land Board approval, the next steps for the Land Exchange would be for the Department to perform due diligence consistent with the following and Attachment 5:

- Order a preliminary title report to review the legal descriptions and the current exceptions to title on the properties.
- Complete a Phase 1 Environmental Site Assessment to review the environmental history of the property. The report is intended to identify actual and potential problems based on a review of historical

documentation, regulatory agency databases, and a physical on-site investigation.
- Perform a myriad of structural inspections including, but not limited to, building, mechanical, plumbing, roof, and electrical inspections.
- Verification of legal access for the property.
- A real estate appraisal will be completed by a Member of the Appraisal Institute (MAI) appraiser to determine the market value for each property. Appraisals will be reviewed by a second MAI appraiser to verify the report meets Uniform Standards of Professional Appraisal Practice (USPAP).
- Review any recorded surveys, verify survey pins are placed at the corners, and determine if there is a need to commission a survey.

Based on the review of the due diligence, the Department leadership will consider whether to approve or terminate the exchange. If Department leadership approves, the exchange would be brought back to the Land Board for final approval.

Recommendation

The Department recommends the Land Board approve proceeding with due diligence for the Grangeville land exchange proposal.

Board Action

Superintendent Critchfield moved to approve due diligence for the Grangeville Land Exchange proposal. Secretary McGrane seconded. The motion carried unanimously by voice vote.

Attachments

1. Grangeville LEX Application
2. Grangeville Land Map
3. Endowment Land Map
4. Fire Protection District Map
5. Due Diligence Checklist

HEARTLAND

To: Roger Hall, Idaho Department of Lands

From: Matt Anderson, Evan Schneider, Heartland LLC

Date: October 1, 2026

RE: 3rd Party Due Diligence for Grangeville Land Exchange

Executive Summary & Recommendation

Heartland has reviewed all necessary documentation pertaining to the Grangeville and Boise land exchange as outlined below. The exchange has been adequately assessed by IDL staff and appropriately studied as evidenced in the due diligence documents. Heartland recommends that IDL and the Land Board complete the proposed land exchange based on the net benefit to the endowment.

Scope of Review

Heartland's scope as Commercial Real Estate Advisor is to review the completed due diligence materials and Real Estate Bureau Due Diligence Checklists compiled by the Idaho Department of Lands for the proposed Grangeville Land Exchange. This review includes a review of the due diligence materials provided by IDL, summarized in Appendix A. Heartland's review is intended to evaluate whether the diligence package is adequate to assess the risks and benefits of the proposed exchange and if the exchange adheres to applicable state laws and policies. Heartland's review does not include primary research, testing, or independent verification of third-party data.

Net Benefit to Endowment

Benefits to the endowment include two primary components:

1) **Financial:** Heartland reviewed the appraisals prepared by Langston Appraisals Inc. for the Grangeville and Boise Properties. Both appraisals were reviewed in detail and found to be complete and reasonable. The appraisal reviews conducted by Mountain States Appraisal, LLC concluded the same. The value concluded by the appraisal for the Grangeville property was $4,510,000. The value concluded by the appraisal for the Boise property was $3,781,000. The difference in value results in a net benefit to the endowment of $729,000.

   The existing lease, at the Grangeville property, with the USDA Forest Service provides an additional rental revenue of $61,794.25 per month and expires in October of 2027. Depending on the timing of the execution of the Purchase and Sale Agreement this could equate to 12 months of rent payments or $741,531 in additional revenue. This revenue is, however, subject to the tenant's right to terminate the lease with 60 days notice.

   Future leases of the space by non-endowment uses are expected to generate $250,000 in revenue for the endowment.

2) **Programmatic:** The improvements at the Grangeville property, which include 25,174 rentable square feet of office space and an additional 10,137 rentable square feet of warehouse space, will be utilized in part by IDL Fire Management Bureau and potentially other IDL programs. The

location is adjacent to the Idaho County Airport and provides a strategic locational benefit for the program.

The Grangeville property also consists of 10.10 acres of excess land that could be utilized for future development and/or programmatic expansions. The property is within the City of Grangeville's jurisdiction and is zoned Industrial. The industrial zoning designation does not restrict building height or require setbacks. The designation also allows for a wide array of uses including any uses allowed in Residence A, Residence B and Commercial zones. There are no listed conditional or prohibited uses for the Industrial zone.

Adequacy of Due Diligence Grangeville & Boise

Heartland has reviewed all due diligence documents provided and has found the information to be thorough and consistent with typical commercial real estate transactions. The scope and subjects covered by the due diligence documents was also deemed to be sufficiently complete and the risk of taking ownership and divestment has been adequately addressed by IDL staff.

The following table summarizes the pertinent issues identified within the due diligence materials. All of the issues identified were either of no or very low concern relative to the benefit of the endowment. IDL staff has investigated all issues thoroughly and none of which should have a material impact on value. All other materials, as cataloged in Appendix A, were reviewed and determined to be of non-significance to the benefit of the exchange and or adequately assessed.

Summary of Issues & Solutions

Issues	Category	Significance/Description
1. Grangeville: Organic Growth in Crawler	Property Condition	Property inspection by K&K Consultants Home Inspections and More dated 6/1/2026 provides photo evidence of organic growth in the crawl space. Heartland recommends further study and abatement as needed. IDL staff has reviewed additional confidential information with Heartland regarding this issue. Level of concern relative to benefit of endowment: VERY LOW
2. Grangeville: Failed Sump Pump	Property Condition	Property inspection by K&K Consultants Home Inspections and More dated 6/1/2026 reports standing water in crawl space. Visual inspection by Schacher Construction LLC reports sump pump failure. Structure relies on active dewatering and periodic monitoring is recommended. Invoices dated 7/17/2026 and 7/31/2026 from Williams Plumbing confirm that the failing sump pump was replaced. Additionally, a leaking irrigation pipe was fixed which may have contributed to the water intrusion. A high-water alarm was also installed to notify future user of ponding.

		This item has been reasonably resolved by the proponent. Heartland recommends confirming the new sump pump and high water alarm are operating properly. Level of concern relative to benefit of endowment: NONE
3. Grangeville: Exposed Wire in Attic	Property Condition	Property inspection by K&K Consultants Home Inspections and More dated 6/1/2026 reports a bare wire in the attic. Report notes commercial buildings typically require electrical wire to be in a conduit. Proponent provided letter citing building code that suggests the wire was installed per code at the time of construction. Heartland recommends IDL staff, or other qualified person review the code and confirm the Proponent's assertion. Level of concern relative to benefit of endowment: VERY LOW
4. Grangeville: Crawler Joist Improper Cutting	Property Condition	Property inspection by K&K Consultants Home Inspections and More dated 6/1/2026 reports improper cutting of a joist in the crawler to accommodate plumbing. The photos show that a section of the joist was completely removed. Heartland recommends having a structural engineer provide guidance on an appropriate resolution and a qualified contractor implement the fix. IDL staff has incorporated closing conditions into the exchange agreement that addresses this issue. Level of concern relative to benefit of endowment: VERY LOW
5. Grangeville: Radon Testing	Property Condition	The Radon test results provided by Best Results Radon dated 7/7/2026 notes the equipment's last calibration was 6/29/2023 and that the next calibration was due 6/29/2024. This would suggest the equipment used at the time of the test on 7/1/2026 was not adequately calibrated. Best Results Radon provided a letter dated 9/30/2026 to IDL staff explaining that the calibration would have no impact on the conclusion of their test. This item has been reasonably resolved, and Heartland recommends no further action. Level of concern relative to benefit of endowment: None

6. Grangeville: Projected Revenue	Financial	Email from Bill Haagenson dated 7/31/2026 noted that future revenues from non-endowment related uses should be assumed to be $250,000 per year net. This is significantly less than the amount of projected revenue used to justify the value per the Appraisal performed by Langston & Associates, Inc dated 6/1/2026. The projected revenue is significantly more than current revenue of the Boise parking lot which has $84,240 in annual net revenues. The stabilized return on value (net revenues divided by appraised value) is equal to approximately 5.5%. However, the acquisition price for the Grangeville property could be considered equivalent to the Boise property's value. The return on the exchange therefore is more accurately considered relative to the Boise property value which as appraised would equate to a return of approximately 6.6%. This compares to the current return on value of the Boise property of 2.2%. Based on the future revenue assumptions provided this demonstrates a significant net benefit to the endowment. Level of concern relative to benefit of endowment: NONE
7. Grangeville: Lease	Legal/ Financial	The lease with the USDA Forest Service dated 11/1/2007 includes certain obligations and benefits for the endowment. The contents of the lease have been appropriately reviewed and summarized by IDL Staff. The lease expires on October 31st of 2027. The lease payments are $61,794 per month and although they are limited due to the near-term expiration, any lease revenue received by IDL further enhances the financial benefit to the endowment, over and above the appraised value of the exchange assets. Heartland's review concludes that the lease obligations provide a net benefit to the endowment. Level of concern relative to benefit of endowment: NONE
8. Boise: Title Objections	Legal	The Proponent's due diligence identified a number of exceptions on title that needed to go through the objection process. Heartland's review concludes that this process is consistent with standard commercial real estate transactions. Level of concern relative to benefit of endowment: NONE

Adherence to Idaho Code 58-138(5)

Idaho Code 58-138(5) requires that, prior to any exchange of state endowment lands, the State Board of Land Commissioners obtain appraisals for the properties within the exchange. The code states *"All such appraisals and review appraisals shall be performed by appraisers who are licensed or certificated to perform such work in accordance with chapter 41, title 54, Idaho Code, and who are designated as members of the appraisal institute (MAI).*

Heartland has reviewed the Appraisals and Appraisal Reviews and determined that all appraisals and review appraisals were signed by an MAI appraiser, however, not all appraisers who authored the Appraisals were MAI certified:

- Appraisals: The appraisals for both the exchange properties identifies Sam Langston and Kris Haynes as the authors of the appraisals. Sam Langston is identified as an MAI member and his designation has been confirmed with the Appraisal Institute[1]. Kris Haynes, however, does not hold an MAI designation.
- Review Appraisals: The review appraisals for both exchange properties identifies Jeff Vance, MAI and G. Joseph Corlett, MAI, as authors. Their designations have been confirmed with the Appraisal Institute[2].

All appraisers have active licenses as Certified General Appraisers in the state of Idaho. Heartland has confirmed this with Idaho Department of Occupational and Professional Licenses[3] through their online database.

Conformance to Land Board Policy on Land Exchanges

The table below summarizes Heartland's review of the proposed exchange against the Land Board Policy on Land Exchanges.

Review Area	Conformance Check	Heartland Review
Initiation	Pre-application expectations, process, expense, and timeframe addressed	Conforms
Application	Application complete/accurate; ownership verified; $1,000 fee addressed	Conforms
Initial Valuation	Comparable market data supports similar values; any <=90% value gap addressed	Conforms
Equal/Greater Value	State-acquired land is at least as valuable; highest-and-best-use considered	Conforms
Consolidation	Exchange consolidates or is neutral; does not create isolated endowment parcels	Conforms
Access	Acquired land has feasible legal access; existing endowment access not diminished	Conforms

[1] https://ai.appraisalinstitute.org/eweb/DynamicPage.aspx?webcode=AIFAAMemberProfile&fb0_key=6F5B21BF-2283-4F43-AB06-A72B3C7B6B31

[2] https://ai.appraisalinstitute.org/eweb/DynamicPage.aspx?webcode=AIFAAMemberProfile&fb0_key=54AC8D86-3CEE-4F38-AD0A-17A05B9D97E3 https://ai.appraisalinstitute.org/eweb/DynamicPage.aspx?webcode=AIFAAMemberProfile&fb0_key=8AEE7E7C-FD75-478A-8A47-77336121BFE2

[3] https://edopl.idaho.gov/OnlineServices/_/

Income	Expected income is equal or greater, including leases/licenses/resources	Conforms
Appreciation	Long-term value or revenue growth potential exceeds relinquished land	Conforms
Proponent Land	Ownership or valid unredacted acquisition contract	Exemption Provided
Proponent Funds	Proof of funds documented	Conforms
Disguised Sale	Triggers reviewed; Attorney General advice sought if risk factors exist	Conforms
AMSC Review	Asset Management Steering Committee concept review completed; Land Board initial approval requested as needed	Conforms
Notifications	Adjacent owners, IDL lessees, and county commissioners notified; comments tracked	Conforms
Due Diligence	Prudent-investor due diligence scoped by RES and names IDL as client	Conforms
Appraisals	USPAP appraisal/review completed; value delta and <=10% cash equalization checked	Conforms
Third-Party Review	Detailed RES recommendation reviewed by third-party advisor before final Board action	Conforms
Exchange Agreement	Draft agreement covers values, access, title, minerals, costs, encumbrances, warranties	In progress
Final Approval	Final Land Board memo highlights criteria benefits, due diligence, agreement, and recommendation	Scheduling

Appendix A - Due Diligence Documents

Grangeville

File Name	Folder	File Author	File Date	File Description	Reviewed By	HLLC Notes
FW_Parking Lot LEX	AMSC Approval	*Jim Elbin*	*6/18/2026*	*AMSC Approval*	MA	*Confirms AMSC approval*
26-0128B - Appraisal Review of 104 Airport Rd, Grangeville.pdf	Appraisals	*Mountain States Appraisal, LLC (Jeff Vance, MAI; G. Joseph Corlett, MAI, SRA)*	*7/31/2026*	*Independent USPAP desk review of the Langston & Associates appraisal of the 104 Airport Rd office/warehouse facility, prepared for Idaho Dept. of Lands and ID Real Estate, LLC.*	ES	*Reviewer Appraiser takes no issue with MAI appraisal*
JUNE 2026-06-01 Langston Appraisal (Grangeville).PDF	Appraisals	*Langston & Associates, Inc. (Sam Langston, MAI; Kris Haynes, CGA)*	*6/1/2026 (effective); 6/3/2026 (report)*	*Full self-contained appraisal establishing the 'as is' fee simple market value of the 104 Airport Rd office/warehouse campus on 15.207 acres.*	ES	*Appraisal looks complete and reasonable.*
GrangeLEX-Value Memo	Appreciation Analysis	*Heartland LLC*	*9/1/2026*	*Analysis of long term appreciation and revenue growth potential of the assets within the exchange. Addresses section II.c of Endowment Land Exchange Policy.*	ES/MCA	Confirms long-term value of Grangeville asset is expected to provide net benefit to endowment
104 Airport Road Phase I ESA - Grangeville.pdf	ESA	*191 North, LLC (for ID Real Estate LLC); Project No. 2026-26053*	*6/3/2026*	*ASTM E1527-21 Phase I Environmental Site Assessment of the 104 Airport Road site.*	ES	*No identified issues*
Grangeville property lease_revenue.pdf	Fire Income Analysis	*Bill Haagenson, Deputy Director, Idaho Department of Lands*	*7/31/2026*	*Noted assumptions for potential revenue generation and financial benefit of the facility*	ES	*250k is substantially less than income assumption in appraisal.*
FINAL_Letter to Commissioners Idaho Co_4.20.26.pdf	Idaho County Letter and Response	*Jessica Hale, Real Estate Program Manager, Idaho Department of Lands*	*4/20/2026*	*IDL's formal letter notifying the Idaho County Commissioners of the proposed land exchange and soliciting their position ahead of the Land Board meeting.*	ES	*No identified issues*
Idaho County Letter of Support Parking lot.pdf	Idaho County Letter and Response	*Board of Idaho County Commissioners (R. Skipper Brandt, Ted Lindsley, Brad Higgins)*	*5/12/2026*	*Idaho County Commissioners' response letter to Governor Brad Little formally endorsing the proposed land exchange.*	ES	*No identified issues*
Clearwater Rooter - Sewer Scope Report.pdf	Inspection Reports	*Clearwater Rooter Service, LLC (Lewiston, ID); Invoice 26-868735*	*6/1/2026*	*Video (camera) sewer scope inspection of the sewer laterals serving both buildings.*	ES	*No identified issues*
Crawl Inspection 07-14-26.pdf	Inspection Reports	*Brian Schacher, Schacher Construction LLC (Grangeville, ID)*	*7/14/2026*	*Visual inspection of the crawl space and sump pump systems beneath the main building at 104 Airport Road.*	ES	*Note need for periodic crawler inspection to insure sump pumps are operating correctly. Consider monitoring device*
FULL REPORT_104 Airport Rd, Property Inspection.pdf	Inspection Reports	*K&K Consultants Home Inspections and More*	*6/1/2026*	*Property Inspection Report*	ES	*Overall good shape, crawler and structural to be addressed. Attic wires flagged as potentially not being up to code. Organic growth observed in crawler.*
Grangeville Parking Lot_Power cables attic.pdf	Inspection Reports	*Ryan Erstad, EM-Werks (to James Marria, Jessica Hale, Matt Courtney and IDL team)*	*6/18/2026*	*Email resolving the due diligence question of whether unencapsulated electrical cables in the building attic are code compliant.*	ES	*Needs qualified person to review.*
HVAC Information - Grangeville.pdf	Inspection Reports	*Nicholas Ackerman, Rocky Mountain HVAC (to James Marria, EM-Werks)*	*6/18/2026*	*Servicing contractor's email summarizing HVAC condition, equipment age and future controls upgrade cost.*	ES	*No identified issues*
RADON Test Results_104-Airport-Rd202607070814.pdf	Inspection Reports	*Best Results Radon (Lewiston, ID)*	*7/7/2026 (test 7/1-7/5/2026)*	*Continuous-monitor radon test of the 104 Airport Road building.*	ES	*Passed, well below action levels. Note calibration seems out of date. See below for resolution.*
104 Airport Rd Radon Test	Inspection Reports	*Best Results Radon (Lewiston, ID)*	*9/30/2026*	*Correspondence explaining calibration of equipment insignificant relative to test results*	ES	*No identified issues*
104 Airport Road - Office Building Roof Inspection.pdf	Inspection Reports/Roof	*Adam Engell, Engell Roofing LLC (Lewiston, ID); Estimate EST0459*	*7/8/2026*	*Roof inspection and replacement cost estimate for the 14,747 SF office building roof.*	ES	*No identified issues*
104 Airport Road - Warehouse Building Roof Inspection.pdf	Inspection Reports/Roof	*Adam Engell, Engell Roofing LLC (Lewiston, ID); Estimate EST0458*	*7/8/2026*	*Roof inspection and replacement cost estimate for the 11,838 SF industrial/warehouse building roof.*	ES	*No identified issues*
Roof Condition Email.pdf	Inspection Reports/Roof	*James Marria, EM-Werks (transmitting Engell Roofing inspection notes)*	*7/9/2026*	*Cover email transmitting the roofer's inspection notes and summarizing overall roof condition for both buildings.*	ES	*No identified issues*
T&E_Grangeville Site.pdf	Inspection Reports	*Colton Finch, Idaho Department of Lands (to Matt Courtney, IDL)*	*7/21/2026*	*Internal IDL email confirming there are no threatened or endangered species concerns for the Grangeville parcel.*	ES	*No identified issues*
Inv_4046_From_Williams_Plumbing_19408	Inspection Reports/ Invoices Completed Work	*Williams Plumbing*	*7/17/2026*	*Invoice for sump pump replacement and pipe leak in irrigation*	ES	*May want verification that replacement functions properly*
Inv_4099_From_Williams_Plumbing_19408	Inspection Reports/ Invoices Completed Work	*Williams Plumbing*	*7/31/2026*	*Invoice for installation of high water alarm*	ES	*May want verification that alarm functions properly*

Grangeville Land Exchange_LB Approval May 2026_non stamped.pdf	LB Memo	*Idaho Department of Lands staff to the State Board of Land Commissioners*	*5/2026 (May 2026 Land Board meeting)*	*IDL memo to the State Board of Land Commissioners requesting approval to proceed with due diligence on the Grangeville-Bannock land exchange.*	ES	*No identified issues*
GSA - Grangeville ID - Lease.pdf	Lease Agreement and Review	*USDA Forest Service, Region 1 (Contracting Officer Sandi Sandt); Lease No. 57-0343-7-NE03*	*10/30/2006 (award)*	*The original federal lease awarding office, warehouse and yard space at Airport Road, Grangeville to the property owner.*	ES	*Expires October 2027, rent at $21 for office and warehouse buildings, includes 247 parking stalls. Process to approve transfer of LL obligations understood not to be an impediment to amount of rental revenue but only to timing of rental revenue.*
LA #01 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service / Grangeville Investments LLC; Supplemental Agreement No. 1*	*9/18/2007*	*First supplemental lease agreement covering pre-occupancy tenant improvements to the leased premises.*	ES	*No identified issues*
LA #02 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service / Grangeville Investments LLC; Supplemental Agreement No. 2*	*9/18/2007*	*Second supplemental lease agreement covering additional pre-occupancy build-out changes.*	ES	*No identified issues*
LA #03 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service / Grangeville Investments LLC; Supplemental Agreement No. 3*	*11/8/2007*	*Third supplemental lease agreement settling prorated rent for the partial-occupancy period at commencement.*	ES	*No identified issues*
LA #04 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service Region 1 / Grangeville Investments LLC*	*1/24/2008*	*Supplemental Lease Agreement No. 4 covering the Forest Service's half-share of 120 office chair mats purchased by the lessor.*	ES	*No identified issues*
LA #05 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service Region 1 / Grangeville Investments LLC*	*8/7/2009*	*Supplemental Lease Agreement No. 5 authorizing the Forest Service to install fiber optic cable from the office building to the adjacent government-owned Grangeville Air Center.*	ES	*No identified issues*
LA #06 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service Region 1 / Grangeville Investments LLC*	*10/29/2009 (effective 10/16/2009)*	*Supplemental Lease Agreement No. 6 permitting the Forest Service to install a changing table and wallpaper border in the Parent Room.*	ES	*No identified issues*
LA #07 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service Region 1 / Grangeville Investments LLC*	*12/5/2011 (effective July 2011)*	*Supplemental Lease Agreement No. 7 documenting hallway runner mats installed by the owner and two additional mats reimbursed by the Forest Service.*	ES	*No identified issues*
LA #08 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service Region 1, CO Sandi Sandt / Grangeville Investments LLC*	*12/7/2011*	*Supplemental Lease Agreement No. 8 establishing the mechanics of the lease Tax Adjustment clause and settling the lessor's 2009-2011 real estate tax credit owed to the Government.*	ES	*No identified issues*
LA #09 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service / ARC3 GSGRAID01, LLC (American Realty Capital)*	*5/7/2012 (effective 6/1/2012)*	*Supplemental Lease Agreement No. 9 documenting the change of ownership from Grangeville Investments LLC to ARC3 GSGRAID01, LLC, with an attached Novation Agreement.*	ES	*No identified issues*
LA #10 - GSA Grangeville Lease (never used).pdf	Lease Agreement and Review	*USDA Forest Service / ARC3 GSGRAID01, LLC*	*11/29/2012 (NEVER EXECUTED)*	*Unexecuted draft Supplemental Lease Agreement No. 10 that would have documented yard fencing and vehicle gate improvements at lessor cost.*	ES	*No identified issues*
LA #11 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service / ARC3 GSGRAID01, LLC (VEREIT Operating Partnership LP)*	*7/14/2017 (effective 7/1/2017)*	*Supplemental Lease Agreement No. 11 settling FY2014-FY2016 real estate tax reimbursements owed by the lessor to the Government and updating the lessor's notice address.*	ES	Note signed by lessor and noted that no payment was re
LA #12 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service Northern Region, Acquisition Management / ARC3 GSGRAID01, LLC*	*9/19/2017 (effective 10/1/2017)*	*Lease Amendment No. PLA012, a purely administrative renumbering of the lease contract under the federal DATA Act.*	ES	*No identified issues*
LA #13 - GSA Grangeville Lease (never used).pdf	Lease Agreement and Review	*USDA Forest Service Northern Region / ARC3 GSGRAID01, LLC*	*7/9/2019 (NEVER EXECUTED)*	*Unexecuted draft Lease Amendment No. PLA013 that would have covered rekeying of office and warehouse building locks.*	ES	Not signed by either party
LA #14 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service Northern Region / ARC3 GSGRAID01, LLC*	*3/11/2021 (effective 3/9/2021)*	*Lease Amendment No. PLA014 reducing March 2021 rent by $5,000 as a penalty for the lessor's failure to perform required cyclical re-carpeting and re-painting.*	ES	no identified issues. Lessee paid less due to failure of Landlord to perform lease requirements
LA #15 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service Northern Region, LCO James W. Thompson / ARC3 GSGRAID01, LLC*	*9/28/2021*	*Lease Amendment No. PLA015 processing the 2020 real estate tax adjustment credit due to the Government.*	ES	*No identified issues*

LA #16 - GSA Grangeville Lease (not executed).pdf	Lease Agreement and Review	*USDA Forest Service / ARC3 GSGRAID01, LLC*	*10/27/2021 (NOT EXECUTED)*	*Unexecuted Lease Amendment No. PLA016 that would have incorporated FAR Clause 52.223-99, COVID-19 safety protocols for federal contractors.*	ES	Not signed by either party. No identified issues.
LA #17 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service / Orion Grangeville ID, LLC*	*5/20/2022 (effective 5/19/2022)*	*Lease Amendment No. PLA017 documenting the second ownership change - to Orion Grangeville ID, LLC - via Novation Agreement and restating the rent payee.*	ES	*No identified issues*
LA #18 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service, LCO Sarah Petroff / Orion Grangeville ID, LLC*	*7/20/2022*	*Lease Amendment No. PLA018 processing the 2021 real estate tax adjustment credit due to the Government.*	ES	*No identified issues*
LA #19 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service Northern Region / Orion Grangeville ID, LLC*	*10/31/2022 (effective 11/1/2022)*	*Lease Amendment No. PLA019 exercising the Government's five-year renewal option, extending the lease from November 1, 2022 through October 31, 2027, and adding FAR Clause 52.204-25.*	ES	*No identified issues, note lease can be cancelled with 60 day notice at any time*
LA #20 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service, LCO Kaley Haupt / Orion Grangeville ID, LLC*	*7/31/2023*	*Lease Amendment No. PLA020 processing the 2022 real estate tax adjustment credit due to the Government.*	ES	*No identified issues*
LA #21 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service, LCO Kaley Haupt / Orion Grangeville ID, LLC*	*8/7/2024*	*Lease Amendment No. PLA021 processing the 2023 real estate tax adjustment credit due to the Government.*	ES	*No identified issues*
LA #22 - GSA Grangeville Lease.pdf	Lease Agreement and Review	*USDA Forest Service, LCO Kaley Haupt / Orion Grangeville ID, LLC*	*8/6/2025*	*Lease Amendment No. PLA022 processing the 2024 real estate tax adjustment credit due to the Government - the most recent amendment in the chain.*	ES	*No identified issues*
Grangeville Lease Analysis-LeasingREV-20260626.docx	Lease Agreement and Review/Review	*Jason Laney, Leasing Section Manager, Idaho Department of Lands*	*Jun-26*	*IDL Leasing Section's substantive term-by-term analysis of the 117-page GSA/Forest Service lease, identifying the landlord obligations, termination asymmetry and rent structure a new owner would inherit.*	ES	No identified issues. Lease review seems complete and reasonable. One additional note not contemplated is the significance of the rental income could be significant depending on timing of transaction.
Grangeville_Lease_Review_Meeting_Summary_July_7_2026.docx	Lease Agreement and Review/Review	*Idaho Department of Lands (attendees: Zane Lathim, Matt Courtney, Jason Laney, Kemp Smith, JJ Winters)*	*7/7/2026*	*Internal IDL meeting summary recording the team's consensus on Grangeville lease risk and the action items escalating the decision to executive leadership.*	ES	No identified issues. Favorability to lessee seems reasonable given above market rents. Also lack of escalation also seems reasonable given rents.
LEGAL_Lease Review Notes.pdf	Lease Agreement and Review/Review	*JJ Winters, Attorney, Idaho Department of Lands (thread with Jessica Hale, Jason Laney)*	*6/26/2026 - 7/1/2026*	*Email thread containing IDL counsel's independent legal review of the Grangeville lease, plus the project backstory on deal structure and parties.*	ES	*No identified issues*

EXAMPLE_FINAL_Letter to Neighbors_GrangevilleLEX.pdf	Letters to Neighbors	*Jessica Hale, Real Estate Program Manager, Idaho Department of Lands*	*7/30/2026*	*Template public-notice letter sent to neighboring landowners of both exchange properties soliciting comments for the Land Board's evaluation of the proposed exchange.*	ES	*No identified issues*
Merged Grangeville Maps.pdf	Letters to Neighbors	*Idaho Department of Lands (GIS)*	*5/18/2026 and 4/21/2026*	*Combined IDL exhibit maps depicting both sides of the exchange - the 0.56-acre Boise parcel to be disposed and the 16-acre Grangeville parcel to be acquired.*	ES	*No identified issues*
APPROVED_Legal Description_Grangeville Site.docx	Map_Survey_Legal Description	*Idaho Department of Lands - Land Records (approved by Chris Haines, per Amy Johnson)*	*Approved 7/13/2026*	*The Land Records-approved Exhibit A metes-and-bounds legal description for the Grangeville site to be used in the conveyance documents.*	ES	*No identified issues*
MAP_Grangeville-Bannock Parking Lot Land Exchange - To Be Acquired (with acreage).pdf	Map_Survey_Legal Description	*Idaho Department of Lands (GIS)*	*4/21/2026*	*IDL exhibit map of the 16-acre Grangeville property to be acquired, showing parcel boundaries, adjacent roads and the Forest Service improvements.*	ES	*No identified issues*
SURVEY (5-27-2026) 104 AIRPORT ROAD, GRANGEVILLE, ID.pdf	Map_Survey_Legal Description	*TerraMark (Beaverton, OR) - ALTA/NSPS Land Title Survey*	*5/27/2026*	*Certified ALTA/NSPS Land Title Survey of 104 Airport Road establishing the boundary, building footprints, easements and flood status of the subject property.*	ES	*No identified issues. Note some title items are noted as effecting the entire property, see title exception 11, 14, 15, 16 and 17*
ALTA Commit for Title Ins (7-1-21)-ID (7).PDF	Title Commit	*First American Title Insurance Company - Title Officer May Lin Carlsen; Escrow Officer Tami DeJournett-Albert*	*Commitment Date 5/20/2026*	*First American's ALTA title commitment for 104 Airport Road confirming fee simple vesting in Orion Grangeville ID LLC and listing the requirements and exceptions to be resolved at closing.*	ES	*No identified issues. Legal review to be complete.*
Confidential Reports	Various				ES	*One identified issue, discussed with IDL*

Boise

File Name	Folder	File Author	File Date	File Description	Reviewed by	Heartland Notes:
Ada County Letter of Support.pdf	Ada County Letter and Support	*Ada County Board of Commissioners - Rod Beck, Chair (to Jessica Hale, IDL)*	*5/11/2026*	*Ada County's formal written response supporting the proposed land exchange of the Boise (Bannock St.) endowment parcel.*	*MCA*	*Ada County Support for the Exchange*
FINAL_Letter to Commissioners_Ada Co_Sending_MC4.20.2026.docx	Ada County Letter and Support	*Idaho Department of Lands, Director's Office (Dustin T. Miller, Director) - sent by Matt Courtney*	*4/20/2026*	*IDL's formal notice letter to the Ada County Commissioners describing the proposed exchange and soliciting their support, opposition or neutrality.*	*MCA*	*Part of the support correspondence*
26-0128A Appraisal Review of 406, 410, 416 W. Bannock St., Boise.pdf	Appraisals	Mountain States Appraisal, LLC (Jeff Vance, MAI - authored the review; G. Joseph Corlett, MAI, SRA - reviewed) - MSA File 26-0128A	7/31/2026	Independent USPAP desk review of the Langston & Associates appraisal of the 0.56-acre vacant downtown Boise land at 406, 410 & 416 W. Bannock St., prepared for the Idaho Dept. of Lands and ID Real Estate, LLC.	*MCA*	*Reviewer Appraiser takes no issue with MAI appraisal*
JUNE 2026-06-01 Langston Appraisal (Bannock).PDF	Appraisals	*Langston & Associates, Inc. (Sam Langston, MAI) - LA No. 26.1271v (Rev)*	*6/1/2026 (effective)*	*Appraisal report establishing the fee simple market value of the 0.56-acre downtown Boise vacant-land parcel to be disposed.*	*MCA*	*Appraisal looks complete and reasonable.*
Phase 1 - 406, 410, 416 W. Bannock St. COMPLETE REPORT REV. 6-10.pdf	ESA	*Sage Environmental Services, LLC (Brenda L. Magnuson, Principal / Registered Environmental Assessor, Cert. #06973) - Sage File #26-06941; prepared for ID Real Estate, LLC (c/o James Marria)*	*6/10/2026*	*Phase I Environmental Site Assessment of the 0.56-acre undeveloped land (gravel/asphalt parking lot) at 406, 410 & 416 W. Bannock Street, Boise, performed in conformance with ASTM Practice E1527-21 for the buyer, ID Real Estate, LLC.*	*MCA*	*Phase 1 is clean*
EXAMPLE_FINAL_Letter to Neighbors_GrangevilleLEX.pdf	Letters to Neighbors	*Idaho Department of Lands (Jessica Hale, Real Estate Program Manager)*	*Comment deadline August 21, 2026*	*Template public-notice letter sent to adjoining landowners describing the exchange and inviting written comment (filed on both tabs).*	*MCA*	*Notice documentation*
Merged Grangeville Maps.pdf	Letters to Neighbors	*Idaho Department of Lands (GIS)*	*5/18/2026 and 4/21/2026*	*Combined IDL exhibit maps showing both sides of the exchange - the 0.56-acre Boise parcel to be disposed and the ~16-acre Grangeville parcel to be acquired.*	*MCA*	*Notice documentation*
Bannock Lot SURVEY.pdf	Maps-Survey-Legal Description	*LR Geo (Aaron P. Rush, PLS No. L-12644), Meridian, ID - ALTA/NSPS Land Title Survey*	*Fieldwork 6/15/2026; map dated 7/10/2026*	*Certified 2021 ALTA/NSPS Land Title Survey of the 4th & Bannock parking lot, prepared for the buyer and delivered with the title objection letter.*	*MCA*	*No identified issues*
Grangeville-Bannock Parking Lot Land Exchange - To Be Disposed (with acreage).pdf	Maps-Survey-Legal Description	*Pending document review*	*Pending document review*	*GIS Parcel Map*	*MCA*	*Not material*
Parking Lot Revenue	Parking Lot Revenue	*Gregory Murdock*	*8/28/2026*	*Email outlining existing parking lot revenue*	*MCA*	*Revenues total $84,240 annually*

Leasing PCI Municipal Services_Contract.pdf	PCI Contract (Cover Email, See Below)					
PCI Municipal Services - 7956 - MANAGED PARKING SERVICES - BOISE.pdf	PCI Contract	*State of Idaho, Department of Lands and PCI Municipal Services, LLC (Contractor) - Agreement No. 7956; signed for IDL by Michaelle Sande, Senior Buyer, obo Drew Evans, Procurement Program Manager; COR Roger Hall, Real Estate Bureau Chief*	*8/29/2025*	*State of Idaho / IDL managed-parking services contract (Agreement No. 7956) engaging PCI Municipal Services, LLC to operate and collect revenue on three downtown Boise IDL parking lots, including the Bannock disposal parcel.*	*MCA*	*Parking agreement is not an encumbrance*
99052781 Warranty Deed_Bannock Lot.pdf	Title Commitment and Objections, LUPs	*Grantor: Eberle, Berlin, Kading, Turnbow & McKlveen, Chartered (William J. McKlveen, President). Recorded Ada County, J. David Navarro, Recorder*	*Executed 12/17/1998; recorded 5/26/1999 as Instrument No. 99052781*	*The recorded warranty deed by which the State of Idaho, Department of Lands acquired the Bannock Street parcels - the State's root of title.*	*MCA*	*No issues, pending Legal Review*
LU600468-Dept of Labor-Parking-Amended.pdf	Title Commitment and Objections, LUPs/LUPS of Bannock Lot	*Idaho Department of Lands (Permittor) and Idaho Department of Labor, Administrative Services Division (Permittee)*	*Permit effective 1/1/2024; Amendment dated 4/3/2024*	*Amendment to State Land Use Permit LU600468 granting the Idaho Department of Labor designated parking on the Bannock lot, replacing the site exhibit.*	*MCA*	*Should not be an issue for the exchange.*
LU600469-Dept. of Lands-Parking-2024-08-06.pdf	Title Commitment and Objections, LUPs/LUPS of Bannock Lot	*Idaho Department of Lands (as both Permittor and Permittee)*	*Permit term 7/1/2022 to 6/30/2027 (document dated 8/6/2024)*	*State Land Use Permit LU600469 authorizing IDL itself to use 67 designated parking spaces on the Bannock lot.*	*MCA*	*Should not be an issue for the exchange.*
LU600532-LP Associates & Agriculture-Parking.pdf	Title Commitment and Objections, LUPs/LUPS of Bannock Lot	*Idaho Department of Lands (Permittor) and LP Associates & Agriculture, LLC, an Idaho LLC (Permittee), 55 SW 5th Ave Ste 100, Meridian, ID*	*Rate step-up effective 6/1/2026*	*State Land Use Permit LU600532 granting a private third party five undesignated parking spaces on the Bannock lot.*	*MCA*	*Should not be an issue for the exchange.*
MAY 2026_ Bannock Parking Lot IDL_ALTA Commit for Title Ins.PDF	Title Commitment and Objections, LUPs	*First American Title Insurance Company - Title Officer May Lin Carlsen; Escrow Officer Tami DeJournett-Albert*	*Commitment Date 5/20/2026 at 7:30 AM*	*First American's ALTA title commitment for the 406/410/416 W. Bannock Street parcels, confirming fee simple vesting in the State of Idaho and listing requirements and exceptions.*	*MCA*	*Should not be an issue for the exchange.*
Communication from Proponent regarding title.pdf	Title Commitment and Objections, LUPs/Title Objection and Response	*Email thread: Jessica Hale (IDL), May Lin Carlsen (First American), James Marria (em:werks, for ID Real Estate LLC)*	*7/20/2026 through 7/29/2026*	*Email chain in which IDL routes the buyer's title objections to First American, circulates the title officer's point-by-point responses, and obtains the buyer's written acceptance.*	*MCA*	*Should not be an issue for the exchange.*
Title Objection Letter (VT 7.12.2026).pdf	Title Commitment and Objections, LUPs/Title Objection and Response	*Anne C. Kunkel, Varin Thomas LLP (242 N. 8th St., Suite 220, Boise) - counsel for ID Real Estate LLC (Buyer)*	*7/13/2026 (letter dated); file reference VT 7.12.2026*	*Buyer's counsel's formal title objection notice to IDL on Commitment No. 4125-4388268, with the ALTA survey enclosed.*	*MCA*	*Title correspondence*

Title Objection Response Bannock Lot.pdf	Title Commitment and Objections, LUPs/Title Objection and Response	*First American Title (May Lin Carlsen) and Idaho Department of Lands (Jessica Hale), responding to Varin Thomas*	*Response 7/23/2026 - 7/24/2026; buyer acceptance 7/29/2026*	*The compiled response package answering each of the buyer's title objections, annotated with the title company's and IDL's positions.*	*MCA*	*Resolved*

HEARTLAND

TO: Roger Hall, Jessica Hale, Zane Lathim, Jim Elbin, Matt Courtney, Idaho Department of Lands

FROM: Matt Anderson, Evan Schneider, Heartland LLC

DATE: September 1, 2026

RE: Grangeville Land Exchange: Comparative Long-Term Value Analysis

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Purpose and Context

Heartland's scope as commercial real estate advisor to the Idaho Department of Lands (IDL) is to review the due diligence materials and Real Estate Bureau Due Diligence Checklists compiled by the Department for the proposed Grangeville land exchange, and to evaluate whether that package is adequate to assess the risks and benefits of the exchange and whether the exchange adheres to Land Board policy. That review, transmitted August 19, 2026, found the diligence package thorough and consistent with typical commercial real estate practice, and recommended that IDL and the Land Board complete the exchange based on the net benefit to the endowment.

One criterion of the Land Board Policy on Land Exchanges asks whether the long-term value or revenue growth potential of the land to be acquired exceeds that of the land to be relinquished. The two exchange assets are structurally different—the Boise parcel at 406, 410 & 416 W. Bannock Street is a small, unimproved, high-growth urban land holding generating moderate parking income, while the Grangeville property at 104 Airport Road is a larger improved property with substantial in-place and projected rental income plus excess land. A comparison on appraised value alone therefore does not answer the question, and this memorandum provides the supplemental analysis required to close that criterion.

Methodology and Assumptions

- Basis of value. Starting values are the Market Value of the Fee Simple Estate as of June 1, 2026, per the Langston & Associates reports: $3,781,000 for the Boise parking lot and $4,510,000 for Grangeville.
- Hold period and discount rate. A 20-year hold, with all cash flows and sale proceeds discounted back to June 1, 2026, at a single common discount rate of 5.0% applied to both properties.
- Appreciation component. Each property's appraised value compounds at its own annual appreciation rate and the single sale proceed in year 20 is discounted back. The base case is deliberately unfavorable to the Grangeville property: 5.0% per year for Boise (reflecting downtown Boise land dynamics) against 1.0% per year for Grangeville (reflecting a rural Idaho County industrial market).
- Cash flow component. Year-1 net income escalates at 3.0% per year for both properties and is discounted over the hold. Year-1 income is $84,240 for the Boise parking lot, per updated net parking revenue for the site, and $250,000 for Grangeville, the latter per IDL staff's projection of net revenue from non-endowment uses.

- Combined value. The two components are summed to approximate total return to the endowment—income earned during the hold plus residual value at disposition.
- Excluded from the model. The in-place USDA Forest Service lease at Grangeville ($61,794.25 per month through October 31, 2027), transaction and closing costs, capital and remediation expenditures, and the programmatic benefit of housing IDL Fire Management and other programs at the site. Each of these is discussed qualitatively below.

Value Facts: The Two Exchange Properties

The properties are within $729,000 of one another on appraised value, but roughly three times apart on income.

Value Fact	Boise Parking Lot (Relinquished)	Grangeville Property (Acquired)
Address	406, 410 & 416 W. Bannock St, Boise, ID 83702	104 Airport Road, Grangeville, ID 83530
Description / size	0.56 acres (24,394 sf) vacant land, zoned MX-5	15.207 acres; 35,408 sf of buildings plus 10.10 acres of excess land, zoned Industrial
Appraised market value (6/1/2026)	$3,781,000	$4,510,000
Year-1 net income	$84,240	$250,000 (projected, non-endowment uses)
Yield on own appraised value	2.2%	5.5%
Yield measured against value relinquished ($3,781,000)	2.2%	6.6%
Base-case appreciation rate	5.0% per year	1.0% per year
Income escalation rate	3.0% per year	3.0% per year

Component 1: Appreciation

Treated purely as a hold-and-sell asset, the Boise parcel's base-case appreciation rate (5.0%) equals the discount rate, so growth and discounting cancel and its present value equals today's appraised value. Grangeville, growing at 1.0%, loses ground in present-value terms.

Appreciation (Scenario 1)	Boise Parking Lot	Grangeville Property	Difference (Grangeville - Boise)
Appraised value, Year 0	$3,781,000	$4,510,000	$729,000
Assumed appreciation rate	5.0%	1.0%	—
Value at end of Year 20	$10,032,119	$5,503,057	($4,529,062)
Net present value at 5.0%	**$3,781,000**	**$2,074,044**	**($1,706,956)**

On appreciation alone, the Boise parking lot is the stronger asset by $1,706,956 in present value—an intentionally severe test, since it credits Boise with five times Grangeville's growth rate for two decades without interruption.

Component 2: Cash Flow

Treated as income assets, the two are structurally different: the Boise parcel produces modest surface-parking revenue on land held principally for its appreciation, while Grangeville is an operating asset with improvements, an in-place tenant and projected re-leasing income.

Cash Flow (Scenario 2)	Boise Parking Lot	Grangeville Property	Difference (Grangeville - Boise)
Year-1 net income	$84,240	$250,000	$165,760
Income escalation	3.0%	3.0%	—
Year-20 net income	$147,715	$438,377	$290,662
Cumulative income, Years 1–20 (nominal)	$2,263,560	$6,717,600	$4,454,040
Net present value at 5.0%	**$1,344,873**	**$3,991,196**	**$2,646,323**

The income advantage to Grangeville is $2,646,323 in present value—approximately 1.6 times the size of the appreciation advantage held by Boise. Notably, the Grangeville income stream alone is worth more in present value than the entire Boise parcel is worth today.

Combined Value

Net Present Value, 20-Year Hold at 5.0%	Boise Parking Lot	Grangeville Property	Difference (Grangeville - Boise)
Appreciation component	$3,781,000	$2,074,044	($1,706,956)
Cash flow component	$1,344,873	$3,991,196	$2,646,323
Combined value to endowment	**$5,125,873**	**$6,065,240**	**$939,367**

Findings

- The Grangeville property is the more valuable long-term asset. On a combined basis it is worth approximately $939,000 more in present value than the Boise parking lot—roughly 18% more—which is additive to the $729,000 difference in appraised value already credited to the endowment.
- Despite a higher expected appreciation rate for property values in Boise the increased revenue of the Grangeville asset provides greater long-term value. This is true even with asset value appreciation generously assumed to be 4% higher in Boise.
- Cash flow is the decisive variable. Measured against the value the endowment is relinquishing, the acquired property produces a stabilized return of approximately 6.6%, versus approximately 2.2% today.
- Appreciation break-even. Holding the base case for Grangeville, the Boise parcel would need to appreciate at approximately 6.2% per year, every year for twenty years, simply to match Grangeville's combined value—a sustained rate above long-run land appreciation expectations for a 0.56-acre downtown parcel.
- Income break-even. Grangeville's projected net income could fall from $250,000 to approximately $191,000 per year—a shortfall of roughly 24%—before the two properties converge in combined value under the base case. This provides headroom against the risk that the $250,000 projection proves optimistic, or that operating and capital costs erode net revenue.
- Items excluded from the model further benefit Grangeville. The in-place USDA Forest Service lease (up to approximately $741,531 of additional revenue depending on closing timing, subject to the tenant's 60-day termination right), the 10.10 acres of excess

industrial land available for future development or programmatic expansion, and the intangible benefit of housing IDL Fire Management adjacent to the Idaho County Airport are all excluded from the figures above. Each would widen the margin in favor of Grangeville.

Conclusion

- On a like-for-like, twenty-year basis, the Grangeville property delivers materially greater long-term value to the endowment under every rate assumption tested.
- This is a comparative financial analysis, not an appraisal. It relies on the value conclusions of the Langston & Associates reports dated June 1, 2026, which Heartland reviewed and found complete and reasonable, and which were separately reviewed by Mountain States Appraisal, LLC.
- The $250,000 Grangeville income figure is IDL staff's projection of stabilized net revenue from non-endowment uses and has not been market-tested through a leasing process. The income break-even test above is intended to bracket that uncertainty.
- The model excludes capital expenditures, tenant improvements, leasing commissions, property management costs, and other typical repair and maintenance costs. These items are modest relative to the value differential may reduce net income depending on the structure of the lease.

LAND EXCHANGE AGREEMENT
GRANGEVILLE LAND EXCHANGE

This Land Exchange Agreement ("Agreement") is entered this ___ day of ____, 2026 (the "Effective Date"), by and between the **STATE BOARD OF LAND COMMISSIONERS** (the "Land Board"), acting by and through its administrative state agency, the **IDAHO DEPARTMENT OF LANDS** (the "Department"), and **ID REAL ESTATE LLC**, a Delaware limited liability company ("ID RE"). The Department and ID RE are sometimes collectively referred to herein as the "Party" or "Parties", as the context may require.

WHEREAS, the Department currently manages on behalf of the Land Board certain parcels of State endowment land, some of which are the subject of the exchange set forth in this Agreement. A list of State endowment land parcels to be exchanged in this transaction is more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference ("Endowment Land"); and

WHEREAS, it is the desire of the Department and the Land Board to exchange the Endowment Land for other suitable property of substantially equal value, in this case commercial property. The proposed properties to be acquired will add significant commercial asset to the endowment and achieve a rate of return consistent with the required return identified for the asset type. It is further anticipated that the proposed property to be acquired will add Department Fire Management capabilities and improve the efficiency of fire management in adjacent and nearby fire protection districts under the responsibility of the Department; and

WHEREAS, ID RE has the option to acquire title to a certain commercial property (currently owned by an unrelated third party seller ("Third Party Grangeville Seller")), which commercial property is more particularly described in **Exhibit B**, attached hereto and incorporated herein by reference (the "ID RE Property"), in such a manner as to be fully marketable and insurable at or prior to Closing in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Endowment Land is approximately 0.56 acres of vacant commercial land located in Ada County, currently utilized as a parking lot with compacted gravel, lighting, concrete curb and gutter, and sidewalks around a portion of the perimeter; and

WHEREAS, the ID RE Property is an approximately 15.207 acres commercial site located in Idaho County, improved with two buildings containing an aggregate gross building area of 35,408± square feet and 10.10 acres of excess land. Building one is a 25,251±sf professional office. Building two is a 10,157±sf office/warehouse. Building two has 2,835±sf of finished office space and 7,322±sf of warehouse space; and

WHEREAS, the ID RE Property has an appraised value of Four Million Five Hundred Ten Thousand Dollars ($4,510,000); and

WHEREAS, the Endowment Land has an appraised value of Three Million Seven Hundred Eighty-One Thousand Dollars ($3,781,000); and

WHEREAS, ID RE desires to exchange the ID RE Property for the Endowment Land, and the Department desires to exchange the Endowment Land for The ID RE Property; and

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WHEREAS, the Parties understand and acknowledge that ID RE will pay the purchase price for and close and record the transaction with Third Party Grangeville Seller in order to obtain fee title to the ID RE Property prior to the closing and recording of the land exchange that is the subject of this Agreement. ID RE will then transfer title of the ID RE Property to the Land Board and the Land Board will simultaneously record the transfer of title for the Endowment Land to ID RE to close the transaction.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein, the Parties agree as follows:

1. The above recitals are incorporated in this Agreement as if fully set forth herein, and are contractual in nature and not mere recitals.

2. Exchange of Equal or Greater Value.

   a. The intent of each of the Parties to this Agreement is to effect an exchange of real property of equal value in accordance with the Land Board's constitutional and statutory authority for an exchange.

   b. ID RE may intend that this transaction qualify as a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Whether or not the exchange of properties pursuant to this Agreement qualifies as a valid 1031 exchange, or whether or not there is any boot resulting from the exchange of the properties, shall in no way affect the validity or enforceability of this transaction.

   c. ID RE is not an agent of the Department or the Land Board.

   d. The appraised value of the ID RE Property in the Appraisal Report performed by Sam Langston, MAI of Langston and Associates, Inc, effective as of June 1, 2026, will be the value used for the purposes of this exchange.

   e. The appraised value of the Endowment Land in the Appraisal Report performed by Sam Langston, MAI of Langston and Associates, Inc, effective as of June 1, 2026, will be the value used for the purposes of this exchange.

3. As the appraised value of the ID RE Property exceeds the appraised value of the Endowment Land by Seven Hundred Twenty-Nine Thousand Dollars ($729,000.00), the Parties agree that the Department shall pay the difference in the amount of Seven Hundred Twenty-Nine Thousand Dollars ($729,000.00) to ID RE Closing, as defined below, to equalize the exchange.

4. Due Diligence and Expenses - Department. This Agreement is contingent upon the Department's written acceptance before Closing of studies, reports, and other items related to the Department's due diligence which may include, but is not limited to further Architecture/Engineering Analysis of joists identified as improperly cut in the Property Inspection Report compiled by K and K Consultants dated June 1, 2026 (the "Due Diligence Items"), some of which may currently be in process or may have already been completed as of the Effective Date. At or before Closing, ID RE shall pay:

   a. The cost of the Appraisal Reports dated June 1, 2026, prepared by Sam Langston, MAI of Langston and Associates, Inc for the Endowment Land and the ID RE Property;

b. The cost of the Review Appraisal Reports dated July 31, 2026, prepared by Joe Corlett, MAI of Mountain States Appraisal, LLC for the Endowment Land and the ID RE Property.

c. The cost of the Environmental Assessment, Phase 1 report dated June 10, 2026, prepared by Sage Environmental Services for the Endowment Land.

d. The cost of the Environmental Assessment, Phase 1 report dated June 3, 2026, prepared by 191 North Environmental Consultants for the ID RE Property.

e. The cost of the ALTA Land Survey dated July 10, 2026, prepared by LR GEO for the Endowment Land.

f. The cost of the ALTA Land Survey dated June 22, 2026, prepared by Terramark Inc. for the ID RE Property.

g. The cost of the Property Inspection report date June 1, 2026, prepared by K and K Consultants.

h. The cost of the Sewer Scope Report dated June 1, 2026, prepared by Clearwater Rooter Service, LLC.

i. The cost of the Radon Inspection Report dated July 7, 2026, prepared by Best Results Radon.

j. The cost of any and all other reports deemed necessary by the Department, excluding the third-party due diligence review completed by Heartland LLC.

5. Due Diligence and Expenses – ID RE. This Agreement is contingent upon ID RE's written approval before Closing of studies, reports, and other items related to ID RE's due diligence investigation of the Endowment Land, which may include the same investigations as the Due Diligence Items defined above.

6. Lease Agreements and Land Use Permits – Endowment Land

   a. The Endowment Land does not have any existing leases; however it is the subject of two separate Land Use Permits ("LUPs") for parking. The LUPs will be terminated by the Department prior to the date of Closing. After the exchange is finalized and ID RE is the owner of the Endowment land, ID RE shall rent back certain portions of the Endowment Land to the Department for employee parking consistent with the terms contained in **Exhibit F**.

7. Lease Agreements and Land Use Permits – ID RE Property

   a. The ID RE Property is the subject of a lease agreement (**Exhibit E**) between the current owner, Third Party Grangeville Seller, and the United States Government (the "Government") as administered through the Federal General Services Administration ("GSA Lease"). The Parties understand and agree ID RE shall assume the GSA Lease from Third Party Grangeville Seller prior to Closing of this exchange and that the Land Board will assume the GSA Lease from ID RE at the time of Closing. There is an existing license agreement for farm operations on the vacant southern portion of the property (the "License Agreement"). The License Agreement will be terminated and ID RE shall provide proof of termination to the Department prior to Closing.

   b. ID RE Property – GSA Lease Assignment
   Prior to Closing, ID RE shall assume all right, title, and interest in the GSA

Lease from Third Party Grangeville Seller. At Closing, ID RE shall execute a lease assignment in the form of **Exhibit G** assigning the Land Board all of ID RE's right, title, and interest to the GSA Lease, including all rights, title, and interest to all rents payable from and after the Closing. Parties acknowledge and agree that the transfer of the GSA Lease is subject to the provisions of the Assignment of Claims Act and regulations. ID RE will promptly request from the United States of America, General Service Administration ("GSA") a Novation Agreement with the GSA as Tenant confirming the transfer of ID RE's right, title and interest in the GSA Lease to the Land Board, in a form and substance reasonably satisfactory to ID RE and the Land Board. Land Board, the Department, ID RE agree to (i) cooperate in connection with obtaining the Novation Agreement and (ii) promptly perform such further acts and promptly execute and deliver such further instruments as may be reasonably required by the Government to obtain the Novation Agreement and change the rent payee under such Lease following Closing. The Parties acknowledge that ID RE, Third Party Grangeville Seller, and the GSA may first need to complete the Novation Agreement process assigning the GSA Lease from Third Party Grangeville Seller to ID RE ("Third Party Grangeville Seller Novation") before the Parties may initiate the Novation Agreement process to assign the GSA Lease from ID RE to the Land Board ("Land Board Novation").

c. ID RE Property – GSA Statement of Lease

As a condition precedent to closing, ID RE shall deliver to the Department a GSA Statement of Lease substantively in the form required by the GSA Lease, dated within twenty-one (21) days of the Closing and signed by Tenant. The GSA Statement of Lease shall, at minimum, state, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued to landlord or tenant.

d. ID RE Property – GSA Lease Rental Payments

It is the intent of the Parties that all rent and other amounts payable by the Government under the GSA Lease from and after the Closing shall be remitted to the Department. The parties further acknowledge that until such time as the Third Party Grangeville Seller Novation is complete, rent and other amounts payable by the Government under the GSA Lease after the Closing may be paid to Third Party Grangeville Seller. ID RE represents and warrants that from the date of closing on the transaction to transfer title of the ID RE Property from Third Party Grangeville Seller to ID RE, it shall be entitled to receive all rental payments and other amounts payable by the Government to Third Party Grangeville Seller until such time as the Third Party Grangeville Seller Novation is complete and ID RE becomes the direct payee. The Parties further acknowledge, that once the Third Party Grangeville Seller Novation is completed, rent and other amounts payable by the Government under the GSA Lease after the Closing may be paid to ID RE or its agents until the Land Board Novation is finalized and executed. Any such amounts that ID RE or its agents receives, either from Third Party Grangeville

Seller or directly from the Government, that relates to a period from and after the Closing, shall be remitted promptly by ID RE (but in no event longer than five (5) business days after receipt by ID RE or its agent) to the Department. ID RE shall do all things reasonably necessary to secure rental payments from Third Party Grangeville Seller and the Government and remit such payments to the Land Board until such time as the Land Board Novation is finalized and executed to make the Land Board the direct payee.

e. ID RE Property – Indemnification

i. ID RE shall indemnify, defend, and save harmless the Land Board and the Department, its, agents, employees, and volunteers from and against any and all liability and claims of default arising out of, or in connection with acts or omissions by landlord under the GSA Lease that occurred within the six (6) years prior to Closing. Indemnification shall be for actual damage to the Land Board and IDL, its, agents, employees, and volunteers arising out of such liability or claims of default under the GSA Lease.

ii. Upon receipt of the Department and Land Boards' tender of indemnity and defense, ID RE shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the Department and Land Board, to begin fulfilling its obligation to indemnify, defend, and save harmless the Department and Land Board.

iii. Any legal defense provided by ID RE to the Department and Land Board under this section must be free of any conflicts of interest, even if retention of separate legal counsel is necessary. Any attorney appointed to represent the Department and Land Board must be approved by the General Counsel for the Department. If such defense is assumed by ID RE with counsel so appointed, ID RE will not be subject to any liability for any settlement of such claims made by the Department and Land Board without ID RE's consent, but such consent will not be unreasonably withheld or delayed. The Land Board and IDL must approve all settlement offers and agreements made on its behalf and has the option to attend any settlement or alternative dispute resolution proceedings.

f. In accordance with Section 26 of this Agreement, the provisions of this Section 7 shall survive Closing.

8. Access and Inspections. The Department hereby authorizes ID RE and its agents, access to the Endowment Land; and, upon request of the Department, ID RE will arrange access to the ID RE Property by the Department and its agents for all reasonable inspections related to the Due Diligence Items.

9. "AS-IS" Exchange. ID RE hereby specifically agrees to take and accept the Endowment Land "AS IS", subject to its written approval before Closing of its due diligence investigation as described above. With the exception of any covenant or warranty in any deed of the ID RE Property to the Land Board, the Land Board hereby specifically agrees to take and accept fee title to the ID RE Property "AS IS", subject to its written approval before Closing of its due diligence investigation as described above.

10. Termination for Hazardous Material. Prior to Closing, either Party may terminate this Agreement following the completion of any inspection if either Party determines there is an unacceptable level of risk for hazardous material or solid waste present upon any portion of the ID RE Property or Endowment Land, as applicable, demonstrated by any such inspection or test.

11. Legal Access. ID RE will provide necessary documentation to the title company to enable the Land Board to obtain title insurance including insurance that there is legal access to the ID RE Property.

12. Appurtenances and Water Rights Generally. ID RE will cause all right, title and interest in and to water rights, water right permits, claims to water rights and all other appurtenances, if any, associated with the ID RE Property to be transferred to the Land Board at Closing. The Department will cause all right, title and interest in and to water rights, water right permits, claims to water rights and all other appurtenances, if any, associated with the Endowment Land to be transferred to ID RE at Closing.

13. Mineral rights. ID RE will cause all right title and interest in and to mineral rights, permits, and claims to mineral rights associated with the ID RE Property, if any, to be transferred to the Land Board at Closing, and the Department will cause all right title and interest in and to mineral rights, permits, and claims to mineral rights associated with the Endowment Land, if any, to be transferred to ID RE at Closing.

14. Title Commitment. Each Party may obtain at any time a preliminary title commitment relating to the real property it will acquire in this transaction and may request not less than ten (10) days before Closing that the other Party cause the applicable title insurance company to modify or remove any of the title exceptions disclosed therein, which request the other Party may comply with or not, in its sole discretion.

15. Title Insurance. Each Party may obtain at its sole cost any title insurance policy it desires at or after Closing, in such form and subject to such exceptions as it may approve; provided however, that neither Party shall be obligated to remove any exceptions from its respective real property before Closing except leases, other than the GSA Lease or License Agreement(which will be terminated prior to Closing) with respect to the ID RE Property and mortgages; and, provided further, that Closing is contingent upon each Party's acceptance of the status of title and encumbrances which may appear of record. Before Closing, each Party shall execute and deliver (or cause to be executed or delivered) to any title insurance company that has issued a preliminary title commitment relating to the real property that such Party is exchanging to the other Party, an owner's affidavit and other instruments to the extent requested or required by the title insurance company in order for it to issue a title insurance policy to the other Party at Closing without including exceptions for mechanics' liens and rights of parties in possession.

16. Documents Transferring Title.

    a. Real Property - Transfer of title to the ID RE Property to the Land Board shall be via Warranty Deed in the form of **Exhibit C**, attached hereto. The Land Board shall transfer title to the Endowment Land to ID RE via State of Idaho Deed in the form of **Exhibit D**, attached hereto. ID RE shall bear the costs to record the deeds of the Endowment Land in the County in which the Endowment Land is located. The Land Board is exempt from paying any cost to record the deed to the ID RE Property in the County in which such property is located.

    b. Tangble Personal Property – Transfer of title to tangible personal property on the ID RE Property to the Land Board and to any tangible personal property on the Endowment Land to ID RE shall be via a Bill of Sale in the form of **Exhibit H**.

    c. Intangible Personal Property – Transfer of title to any transferable intangible personal property associated with the ID RE Property to the Land Board shall be via an Assignment of Intangible Property in the form of **Exhibit I**.

17. Real Estate Commissions. Any real estate agent or broker fees or commissions shall be the sole responsibility of ID RE.

18. Representation and Warranties. Each Party warrants and represents it is the owner of the respective property which is the subject of this exchange or that it holds the legal right to become the owner of such property by the date of Closing, and has full power and authority to enter into this exchange transaction and to transfer title to the respective properties. The person or persons executing this Agreement on behalf of each Party has full power to perform all obligations of each Party under this Agreement.

19. The Land Board's Representations and Warranties. ID RE agrees that it is acquiring the Endowment Land in its AS IS condition, subject to the Land Board's and the Department's covenants contained herein, and subject to the Land Board's representations and warranties that, as of the Effective Date, and as of the Closing Date:

    a. Authority. This Agreement and all other documents delivered by the Land Board prior to or at the Closing (i) have been duly authorized by the Land Board and the Land Board, and have been duly executed and delivered by the Land Board; (ii) are binding obligations of the Land Board; (iii) are collectively sufficient to transfer all of the Land Board's right, title and interest in and to the Endowment Land; and (iv) comply with the laws of the State of Idaho. The Land Board has obtained all required consents, releases, and approvals necessary to execute this Agreement and consummate the transaction contemplated by this Agreement.

    b. No Conflicts. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which the Land Board is a party or by which the Land Board or the Endowment Land is bound.

c. Parties in Possession; Preferential Rights. The Endowment Land is not subject to any pledge, mortgage, judgment, writ, levy, easement, covenant or other encumbrance whatsoever other than the LUPs, and other than this Agreement, there are no existing contracts or other agreements for the lease, sale, transfer, assignment or pledge of the Endowment Land (or any portion thereof), or otherwise giving any third party any option, right, direct interest or indirect interest in the Endowment Land (or any portion thereof). The Land Board is in exclusive possession of the Endowment Land and no other party occupies any portion of the Endowment Land or has any valid claim or interest in possessing the Endowment Land or any portion thereof.

20. ID RE's Representations and Warranties. ID RE represents and warrants to and agrees with the Department and the Land Board that, as of the Effective Date, and as of the Closing Date:

a. Authority. This Agreement (i) has been duly authorized, executed, and delivered by ID RE; (ii) is the binding obligation of ID RE; and (iii) does not violate the formation documents of ID RE. ID RE has obtained all required consents, releases, and approvals necessary to execute this Agreement and consummate the transaction contemplated by this Agreement. ID RE further represents that it is a limited liability company, duly organized and existing in good standing under the laws of the State of Delaware and authorized to do business in Idaho.

b. No Conflicts. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which ID RE is a party or by which ID RE or the ID RE Property is bound.

c. No Default. ID RE is not in default under the terms of any contract, agreement, lease, license or understanding related to the ID RE Property, and no condition or event has occurred that, after notice, the passage of time, or otherwise, would constitute a default under or breach of any such terms. ID RE is not aware of any condition that will result in a default under any such terms.

d. No Litigation. There is no equitable, legal, or administrative suit, action, arbitration, or other proceedings pending or threatened against or affecting the ID RE, or to the knowledge of ID RE, the ID RE Property, or the GSA Lease.

e. Conduct Pending Closing. From the Effective Date to Closing, ID RE shall (i) maintain the ID RE Property in good repair and in a broom clean condition unless required to be maintained by the Government under the GSA Lease or the License Agreement, (ii) continue to operate the ID RE Property in the manner previously operated pursuant to the GSA Lease or the License Agreement, (iii) not enter into any contracts or purchase orders relating to the ID RE Property, other than in the ordinary course of operating the ID RE Property, and (iv) perform all acts necessary to insure that the representations, warranties, and covenants of ID RE shall be true, complete, and accurate in all respects on and as of the date of closing to the same force and effect as if made at Closing.

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21. Ad Valorem Taxes and Assessments. ID RE shall be responsible for, and shall pay (or cause to be paid) all real property ad valorem taxes; any taxes or deferred taxes and assessments, if any, accrued on the ID RE Property up to the date of Closing.

22. Prorations. Taxes and assessments for the current year; collected rents; interest; prepaid premiums for insurance,; utilities; and all other items of income and direct expense relating to the ID RE Property (including without limitation existing service or supply contracts, owner's association dues, etc., if any) shall be prorated as of the date of Closing.

23. Land Board's Approval; Date and Place of Closing. Closing is contingent upon the Land Board's approval of this fully executed Agreement. Closing shall occur within a mutually agreed upon commercially reasonable amount of time after Land Board approval, but in no event later than December 31, 2026 (the "Closing") at the office of First American Title Insurance Company, 2150 S. Bonito Way #100, Meridian, Idaho 83642 (the "Title Company"). The time period for Closing may be extended by mutual written agreement of the Parties. Closing shall be deemed complete upon the recordation of all deeds for the Endowment Land and the ID RE Property. In the event the Land Board rejects approval of the exchange contemplated herein or the Closing does not occur within the time specified above, this Agreement shall terminate with no further obligation by either Party other than the payment of all costs and expenses incurred up to the point of such termination to be paid by the Party incurring any such cost or expense, or the Party obligated to pay any such cost or expense as provided for herein. Prior to Closing, either Party may terminate this Agreement, and the payment of all costs and expenses incurred up to the point of such termination shall be paid by the Party incurring any such cost or expense, or the Party obligated to pay any such cost or expense as provided herein.

24. Closing Costs. Except as otherwise specified herein, the Parties shall share equally in all costs of closing, including, but not limited to, any closing agent and escrow fees charged by the Title Company. All other expenses of the transaction shall be paid as set forth in this Agreement.

25. Possession. The Land Board shall be entitled to possession of the ID RE Property upon Closing subject to the GSA Lease. ID RE shall be entitled to possession of the Endowment Land upon Closing.

26. Survival of Terms. The terms and conditions of this Agreement shall survive the Closing and transfer of the respective properties between the Parties.

27. Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded Closing Document, or any notice delivered hereunder will have the same legal effect as an original signature.

28. Modifications. This Agreement may only be modified in writing by mutual written agreement of the Parties prior to Closing, and any such modification shall be attached hereto. Amendments may require Land Board approval as determined by the Department.

DRAFT

[*The remainder of this page is left intentionally blank.]*

DRAFT

IN WITNESS WHEREOF, the Parties have duly executed this Agreement.

ID REAL ESTATE LLC,
a Delaware limited liability company

Date: _____ _____

JAMES MARRIA, Authorized Representative

IDAHO DEPARTMENT OF LANDS

Dated: _____ _____

DUSTIN MILLER, Director

DRAFT

Exhibit A

Endowment Land

The Land referred to herein below is situated in the County of ADA, State of Idaho, and is described as follows:

Lots 3, 4, 5 and 6 in Block 57 of BOISE CITY ORIGINAL TOWNSITE, according to the plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho.

APN: R1013003820, R1013003825, R1013003835

DRAFT

Exhibit B

ID RE Property

The Land referred to herein below is situated in the County of Idaho, State of Idaho, and is described as follows:

Township 30 North, Range 3 East Boise Meridian, Idaho County, Idaho

Section 18:

A parcel of land located in the NE¼SE¼ of said Section 18, more particularly described as follows:
Commencing at the Northeast comer of said NE¼SE¼, a brass cap monument
thence N 89°23'08" W along the North boundary of said NE¼SE¼, 58.25feet to the True Point of Beginning;
thence S 00°08'42" W parallel with the East boundary of said NE¼SE¼, 1284.44 feet to a point on the North boundary of the county road right of way;
thence N 89°14'28" W along said right of way, 516.01 feet
thence N 00°08'42" E parallel with said East boundary, 1283.14 feet to a point on the North boundary of said NE¼SE¼; thence S 89°23'08" E along said North boundary, 516.00 feet to the True Point of Beginning.

Sometimes known as Assessor's Tax No. 869.

APN: RPG00000187200A

DRAFT

Exhibit C
Form of Warranty Deed
ID RE Property

Recording Requested By and
When Recorded Return to:

STATE OF IDAHO,
IDAHO DEPARTMENT OF LANDS,
300 North 6th Street, Suite 103
Boise, Idaho 83720-0050

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

WARRANTY DEED

Deed No._____

THIS **WARRANTY DEED** is made this ___ day of _____, 2026, by **ID REAL ESTATE LLC,** a Delaware Limited Liability company, whose mailing address is 1775 W State Street #130, Boise, ID 83702-3924, ("**Grantor**"), and the **STATE BOARD OF LAND COMMISSIONERS**, through its administrative agency, the **IDAHO DEPARTMENT OF LANDS**, whose mailing address 300 North 6th Street, Boise, ID 83720-0050 ("**Grantee**").

WITNESSETH, that Grantor, for good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, and to Grantee's heirs and assigns forever, all of the following described property in the County of Idaho, State of Idaho, which property is legally described as follows, to-wit:

Township 30 North, Range 3 East Boise Meridian, Idaho County, Idaho

Section 18:

A parcel of land located in the NE¼SE¼ of said Section 18, more particularly described as follows:
Commencing at the Northeast comer of said NE¼SE¼, a brass cap monument
thence N 89°23'08" W along the North boundary of said NE¼SE¼, 58.25feet to the True Point of Beginning;
thence S 00°08'42" W parallel with the East boundary of said NE¼SE¼, 1284.44 feet to a point on the North boundary of the county road right of way;
thence N 89°14'28" W along said right of way, 516.01 feet
thence N 00°08'42" E parallel with said East boundary, 1283.14 feet to a point on the North boundary of said NE¼SE¼; thence S 89°23'08" E along said North boundary, 516.00 feet to the True Point of Beginning.

TOGETHER WITH any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the timber, mineral, and water rights, as well in law as in equity, of Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto Grantee, and to Grantee's heirs and assigns forever. Grantor and Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of Grantee and Grantee's heirs and assigns, against Grantor and Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, Grantor has executed the within instrument the day and year first above written.

GRANTOR: ID REAL ESTATE LLC, a Delaware limited liability company

Dated: _____ By: _____
James Marria, Authorized Representative

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this _____day of _____, 2026, before me, the undersigned a Notary Public in and for said State, personally appeared James Marria, known or identified to me to be an Authorized Representative for **ID REAL ESTATE LLC,** a Delaware limited liability company, the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same in his capacity as Authorized Agent.

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

_____
Notary Public for the State of Idaho(seal)

My Commission Expires: _____

DRAFT

Exhibit D

Form of State Deed

Recording Requested By and
When Recorded Return to:

Varin Thomas LLC
Attn: Anne C. Kunkel
242 North 8th Street, Suite 220
Boise, Idaho 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

STATE OF IDAHO DEED

DEED NO. _____

THIS STATE DEED ("**Deed**") is made this ____ day of _____, 2026, by and between the **STATE BOARD OF LAND COMMISSIONERS**, whose mailing address is P.O. Box 83720, Boise, Idaho 83720-0050 (hereinafter referred to as "**Grantor**"), and **ID REAL ESTATE LLC**, a Delaware limited liability company, whose mailing address is 1775 W State Street #130, Boise, ID 83702-3924 ("**Grantee**").

WITNESSETH: That Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer, sell, convey and release unto Grantee all of Grantor's right, title and interest in and to the entire fee simple estate, including all water and mineral rights, of the following described real property (the "**Property**") situated in Ada County, State of Idaho, to-wit:

Lots 3, 4, 5 and 6 in Block 57 of BOISE CITY ORIGINAL TOWNSITE, according to the plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho.

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining and any other interest Grantor may have in and to the Property.

THE PROPERTY IS CONVEYED "AS IS", with no representation or warranty of any kind as to the fitness of the Property for any particular purpose.

TO HAVE AND TO HOLD, all and singular, the Property unto the said Grantee and its successors and assigns forever.

[Remainder of page intentionally left blank]

DRAFT

IN WITNESS WHEREOF, Grantor has executed this instrument as set forth below.

STATE BOARD OF LAND COMMISSIONERS

_____
President of the State Board of Land Commissioners
and Governor of the State of Idaho

Countersigned:

_____
Secretary of the State of Idaho

_____
Director of the Idaho Department of Lands

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this ___ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared BRAD LITTLE, as the President of the State Board of Land Commissioners and Governor of the State of Idaho, that executed the within instrument, and acknowledged to me that he executed the same as said President and Governor, and that the State Board of Land Commissioners and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

(seal)

_____
Notary Public for State of Idaho
My Commission Expires: _____

DRAFT

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this ___ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared PHIL MCGRANE, as Secretary of the State of Idaho, that executed the within instrument, and acknowledged to me that he executed the within instrument as said Secretary of State and that the State Board of Land Commissioners and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

(seal)

_____
Notary Public for State of Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this ___ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared DUSTIN T. MILLER, the Director of the Idaho Department of Lands and Secretary of the State Board of Land Commissioners, and acknowledged to me that he executed the within instrument as said Director and Secretary, and that the State Board of Land Commissioners and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

(seal)

_____
Notary Public for State of Idaho
My Commission Expires: _____

DRAFT

Exhibit E

Existing USFS Lease Agreement

United States Department of Agriculture | Forest Service | Region 1 | 200 East Broadway, P. O. Box 7669, Missoula, MT 59807

File Code: 6440-3-1 **Date:** October 30, 2006

Subject: Award: Lease Number 57-0343-7-NE03

To: Harold Mildenberger
Box 630
Hamilton, MT 59840

Certified Mail
Return Receipt Requested

The Government hereby accepts your offer and is making award to you in response to SFO R1-06-07 to lease office, warehouse, and wareyard space at Airport Road in Grangeville, Idaho.

The lease is for a 15 year firm term with a 5-year renewal option. There are termination rights by the Government with 60 days' notice after the firm term. The annual lease cost is $741,531.00, payable in arrears ($21.00 per square foot) per your Final Proposal Revision dated October 20, 2006. The additive bid item in Exhibit #5 for modular furniture will not be added to the annual rental rate. A lump sum procurement may be negotiated at a later date. The SF-2 Lease for Real Property and all incorporated documents will be executed upon acceptance of the space by the Government.

We will contact you to schedule a pre-work meeting and discuss layout of the proposed space in Grangeville, Idaho.

If you have any questions please call me at (406) 329-3615. Thank you for your offer in our request for space. We appreciate your efforts and we look forward to working with you.

/s/ Sandi Sandry

SANDI SANDRY
Contracting Officer

cc: Nez Perce National Forest SO
Clearwater Ranger District



Caring for the Land and Serving People

Printed on Recycled Paper

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: **November 1, 2007**

LEASE NO. **57-0343-7-NE03**

THIS LEASE, made and entered into this date by and between **Grangeville Investments LLC**

whose address is **Box 630**
Hamilton, MT 59840
(406) 363-4100

and whose interest in the property hereinafter described is that of Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

Lease of 26,070 Rentable/20,856 Usable (@25%) square feet of office and related space, 10,920 Rentable/8,736 Usable square feet of warehouse space, 88,110 square feet secured wareyard, and approximately 255 parking spaces on:

Office Building: 104 Airport Road, Grangeville, Idaho, 83530
Warehouse Building: 103 Airport Road, Grangeville, Idaho, 83530

to be used for **such purposes as determined by the U.S. Government.**

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **November 1, 2007** through **October 31, 2022**, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the **Lessor annual rent of $741,531.00 at the rate of $61,794.25 per month in arrears.** Rent for a lesser period shall be prorated. Rent checks shall be made payable to: **Grangeville Investments, LLC**
P.O. Box 630
Hamilton, MT 59840

4. The Government may terminate this lease at any time after **October 31, 2022** by giving at least 60 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One (1) – Five (5) year period. Beginning on November 1, 2022 through October 31, 2027, at the annual rent of $741,531.00 at the rate of $61,794.25 per month in arrears.

provided notice be given in writing to the Lessor at least 60 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish and be responsible for, as part of the rental consideration, the following:

a) Maintenance and repair of building systems, insurance, and taxes
b) Lawn, Landscaping and landscaping system maintenance and replacement
c) Water and sewer
d) Garbage collection units, pickup, and disposal
e) Recycling program
f) Snow and ice removal
g) Supply and Replacement of bulbs, tubes, and starters for lighting
h) Janitorial for office and warehouse

The Government is responsible for:

a) Government shall pay electricity and fuel for heating and air conditioning

7. The following are attached and made a part hereof:

a. Award Letter Dated October 30, 2006
b. Mildenberger Final Proposal Revision, Dated October 20, 2006
With all attachments: Letter, GSA Form 1364 Proposal to Lease Space and Attachment Exhibit A, GSA Form 1217, Letters and Certifications, etc.
c. Government Final Proposal Revision Request Letter, Dated October 16, 2006
d. Mildenberger Initial Proposal, Dated September 18, 2006
With all attachments: GSA Form 1364 Proposal to Lease Space and Attachment Exhibit A, GSA Form 1217, Letter, GSA Form 3516A, GSA Form 3517B, GSA Form 3518, Amendments #1 and #2
e. Amendments #1 and #2 to Solicitation For Offer
f. Solicitation For Offers, R1-06-07
g. GSA Form 3516A Solicitation Provisions
h. GSA Form 3517B General Clauses
i. GSA Form 3518 Representations and Certifications

8. The following changes were made in this lease prior to its execution:

Occupancy date was extended (SFO 1.5, page 5)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

BY _____ _____
(Signature) (Signature)

IN PRESENCE OF:

Mary J Borden 106 Lyndale, Hamilton, MT 59840
(Signature) (Address)

UNITED STATES OF AMERICA Department of Agriculture, Forest Service

BY _____ Contracting Officer
(Signature) (Official title)

STANDARD FORM 2
FEBRUARY 1965 EDITION

(2)

PROPOSAL TO LEASE SPACE

IN RESPONSE TO SOLICITATION NUMBER → R1-06-07 FINAL PROPOSAL REVISION

DATED 10/20/06

SECTION I - DESCRIPTION OF PREMISES

1a. BUILDING NAME	2. NUMBER OF FLOORS	3. TOTAL RENTABLE SPACE		
Grangeville Office/Shop		a. GENERAL PURPOSE	b. WAREHOUSE	c. OTHER
1b. BUILDING ADDRESS: Airport Road	1	25,174 sq. ft	10,137 sq. ft	sq. ft

1c. CITY	1d. STATE	4. LIVE FLOOR LOAD	5. MEASUREMENT METHOD	6. TYPE CONSTRUCTION	7. BLDG. AGE
Grangeville	Idaho	lbs./sq. ft		Wood Frame	New
1e. 9-DIGIT ZIP CODE: 83530	1f. CONGR. DISTRICT				

SECTION II - SPACE OFFERED AND RATES

TYPE OF SPACE	FLOOR Full(F)/Partial(P)	RENTABLE SQUARE FEET (a)	COMMON AREA FACTOR*	INITIAL TERM SQ. FT. RATE PER YEAR (b)	INITIAL TERM AMOUNT (a) x (b)	RENEWAL OPTION SQ. FT. RATE PER YEAR (c)	RENEWAL OPTION AMOUNT (a) x (c)
8. GENERAL PURPOSE		25,174		21.00	528,654.00		528,654.00
TOTAL							
9. WARE-HOUSE		10,137		21.00	212,877.00		212,877.00
10. TOTAL		(a) 35,311			(b) 741,531.00		(c) 741,531.00
11. COMPOSITE SQUARE FOOT RATE PER ANNUM				(10b divided by 10a) 21.00		(10c divided by 10a)	

*The Common Area Factor, to be determined by the offeror, is the percentage of the rentable space not available for exclusive use by tenant.

12. a. Initial term rate includes: (1) $ 3.09 / sq. ft. for operating cost base rate and (2) $ 1.79 / sq. ft. for base year taxes.

b. Offeror's estimated total buildout cost to prepare the space for Government occupancy $ NA and estimated amortization rate for buildout NA %.

13.		
a.	Number of parking spaces for the entire building, which are under the control of the offeror	247
b.	Number of parking spaces to be furnished for use by Government employees	247
c.	If the parking spaces shown in item 13b above are provided because of local law or regulation requirements, and no charge for parking is intended. Mark here →	☐
d.	If there is to be a charge for Government employees' parking, show the amount that will be charged for each parking space.	

SECTION III - LEASE TERMS

14. INITIAL LEASE		15. RENEWAL OPTIONS		16. Offer GOOD until AWARD. Land option expires 11/1/06
a. NO. OF YEARS	b. YEARS FIRM	a. YEARS EACH	b. NO. OF OPTIONS	
20	15	5	1	

17. NUMBER OF DAYS NOTICE REQUIRED FOR GOVERNMENT TO TERMINATE LEASE	18. NUMBER OF DAYS NOTICE REQUIRED TO EXERCISE RENEWAL OPTION	19. Space will be altered in accordance with specifications and delivered ~~within XXXXXXXX XXX XXXXXX XXXXX~~. by Oct. 1, 2007 if awarded on or before Nov. 1, 2006
60	60	

PAGE 1 OF 2

GSA FORM 1364 (REV 5/98)

Rcvd 10/23/06 10:45

Nov 08 11 11:32a Christian Child 8012722863 p.1

20. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER *(See solicitation requirements)*

See "Exhibit A"

21. ALTERNATES - ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER

Does not include furniture costs.
Furniture costs have been proposed under a seperate letter.

SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION

22. RECORDED OWNER *(Name and address including ZIP code)*	23. OWNER OPERATES AS A(N)
Harold Mildenberger PO Box 630 Hamilton, MT. 59840	XX INDIVIDUAL PARTNERSHIP CORPORATION *(Specify State):*
24. OFFEROR *(Name and address including ZIP code)*	**25. OFFEROR'S INTEREST IN PROPERTY**
Harold Mildenberger PO Box 630 Hamilton, MT. 59840	XX OWNER AGENT OTHER *(Specify):*

26. The Offeror agrees upon acceptance of this proposal by the herein specified date, to lease to the United States of America, the premises described, upon the terms and conditions as specified herein, in full compliance with and acceptance of the aforementioned Solicitation, with attachments.	a. Addendum No.	b. Date Received
	#1 #2	8/25/06 9/1/06

27. OFFEROR	a. TYPED NAME AND TITLE	b. TELEPHONE NUMBER *(Include area code)*
	Harold Mildenberger Owner	406-363-4100
	c. SIGNATURE	d. DATE SIGNED

PAGE 2 OF 2 GSA FORM 1364 (REV 5/98)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **LESSOR'S ANNUAL COST STATEMENT** IMPORTANT - Read attached *"Instructions"*	1. SOLICITATION FOR OFFERS R1-06-07 FINAL PROPOSAL REVISION		2. STATEMENT DATE 10/20/06
	3. RENTABLE AREA (SQ. FT.) 35,311	3A. ENTIRE BUILDING 35,311	3B. LEASED BY GOVT 35,311

4. BUILDING NAME AND ADDRESS (No., street, city, state, and zip code) Grangeville FS Office
Airport Road
Grangeville, ID. 83530

SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION

SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR (a) ENTIRE BUILDING	(b) GOVT-LEASED AREA	*FOR GOVERNMENT USE ONLY* (c)
A. CLEANING, JANITOR AND/OR CHAR SERVICE 5. SALARIES	30,000		
6. SUPPLIES *(Wax, cleansers, cloths, etc.)*	5,000		
7. CONTRACT SERVICES *(Window washing, waste and snow removal)*	5,000 Snow removal based on 1" spec. by FS.		
B. HEATING 8. SALARIES			
9. FUEL *("x" one)* [ ] OIL [X] GAS [ ] COAL [X] ELECTRIC	Propane & Electric paid by Forest Service		
10. SYSTEM MAINTENANCE AND REPAIR	1,000		
C. ELECTRICAL 11. CURRENT FOR LIGHT AND POWER *(Including elevators)*			
12. REPLACEMENT OF BULBS, TUBES, STARTERS	1,200		
13. POWER FOR SPECIAL EQUIPMENT			
14. SYSTEM MAINTENANCE AND REPAIR *(Ballasts, fixtures, etc.)*	2,000		
D. PLUMBING 15. WATER *(For all purposes)* *(Include sewage charges)* & Trash	31,000		
16. SUPPLIES *(Soap, towels, tissues not in 5 above)*			
17. SYSTEM MAINTENANCE AND REPAIR	1,000		
E. AIR CONDITIONING 18. UTILITIES *(Include electricity, if not in C11)*			
19. SYSTEM MAINTENANCE AND REPAIR	3,900 HVAC yearly maintenance contract		
F. ELEVATORS 20. SALARIES *(Operators, starters, etc.)*			
21. SYSTEM MAINTENANCE AND REPAIR			
G. MISCELLANEOUS *(To the extent not included above)* 22. BUILDING ENGINEER AND/OR MANAGER	15,000		
23. SECURITY *(Watchmen, guards, not janitors)*			
24. SOCIAL SECURITY TAX AND WORKMEN'S COMPENSATION INSURANCE	9,000		
25. LAWN AND LANDSCAPING MAINTENANCE	5,000		
26. OTHER *(Explain on separate sheet)*			
27. TOTAL	$ 109,100.00	$	$
SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES			
28. REAL ESTATE TAXES	63,000		
29. INSURANCE *(Hazard, liability, etc.)*	3,000		
30. BUILDING MAINTENANCE AND RESERVES FOR REPLACEMENT	12,000		
31. LEASE COMMISSION			
32. MANAGEMENT			
33. TOTAL	$ 78,000.00		$

LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities and ownership.

34. SIGNATURE OF [X] OWNER [ ] LEGAL AGENT

TYPED NAME AND TITLE	SIGNATURE	DATE
34A. Harold Mildenberger Owner	34B.	34C. 10-20-06
35A.	35B.	35C.

GSA DC 86-2361 GSA FORM 1217 JUL 94

INSTRUCTIONS
FOR

LESSOR'S ANNUAL COST STATEMENT
GSA FORM 1217

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with prevailing scales in the community for comparable facilities.

ITEM NUMBER

1. Enter the Government lease or Solicitation for Offers number, if available.

2. Enter the date that your statement was prepared and signed.

3. A. Enter in this block a computation of the rentable area (multiple tenancy basis) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (actual or proposed) or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.

4. Identify the property by name and address.

SECTION I
ESTIMATED ANNUAL COST
OF SERVICES AND UTILITIES

5. - 26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

Carefully review the Solicitation for Offers and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

SECTION II
ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF
CAPITAL CHARGES

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

28. Include all applicable real estate taxes imposed upon the property.

29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.

30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boilers, compressors, elevators, and roof coverings.

31. Enter any lease commission which you may be responsible for due to the Government leasing action.

32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.

34./35. Complete Lessor certification.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
2	August 29, 2006	NA	NA

6. ISSUED BY	CODE	0158	7. ADMINISTERED BY (If other than Item 6)	CODE
USDA Forest Service PO Box 7669 Missoula, MT 59807 Sandi Sandry 406-329-3615			Same as Block 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
	☒	R1-06-07 9B. DATED (SEE ITEM 11) August 4, 2006
	☐	10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.

Please see the attached page of clarifications, and modifications to the Solicitation for Offers R1-06-07 dated August 4, 2006 for the Nez Perce National Forest Supervisors Office, Clearwater Ranger District, and Interagency Dispatch Center, in Grangeville Idaho.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Gerry Peterson		Sandi Sandry, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	9-18-06	(Signature of Contracting Officer)	

NSN 7540-01-152-8070 — 30-105 — STANDARD FORM 30 (REV. 10-83)
Previous edition unusable — FAR (48 CFR) 53.243

53

All Changes are in ***Italics*** unless they are a clarification.

1. CORRECT: Page 5, 1.1 AMOUNT AND TYPE OF SPACE
   Add 420 square feet to the warehouse total; correct amount is 8690 square feet from 8270 as originally stated.

2. CORRECT : Page 48, 9.2 TYPE OF SPACE

   WAREHOUSE
   Auto Repair ***1720***

   TOTAL WAREHOUSE SPACE (USABLE) 8690

3. CLARIFICATION & ADDITION: Page 54, C. (1) WAREHOUSE GENERAL
   i. The loading dock must have minimum dimensions of 16' deep x 20' wide

   k. Clarify that the overhead coiling door between the loading dock and the warehouse storage can be garage style or overhead coiling and shall be a minimum of 10' wide x 11' high.

4. ADD & CORRECT: Page 54, C. WAREHOUSE; (2) AUTO REPAIR SHOP (***1720 sq/ft.)***
   g. Change this requirement to provide exhaust fan for a welder in the repair shop instead of a tool sharpening and chainsaw repair fan.

   i. Correct dimensions to: Minimum dimensions will be 43' deep by 40' wide

   m. Add: Provide 4 welder outlets at 480v

   n. Add: Provide a vehicle exhaust system for two auto bays

   o. Add: Provide OSHA approved eyewash station, plumbed into the permanent system

5. CLARIFY: Page 55, C. WAREHOUSE; (9) RADIO/ELECTRONIC SHOP
   b. The 12'x 12' overhead door may be a garage door style or overhead coiling door

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
1	August 22, 2006	NA	NA

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
USDA Forest Service PO Box 7669 Missoula, MT 59807 Sandi Sandry 406-329-3615	0156	Same as Block 6	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NO.
	☒	R1-06-07
		9B. DATED *(SEE ITEM 11)*
		August 4, 2006
	☐	10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED *(SEE ITEM 13)*
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.*

Please see the attached page of clarifications, and modifications to the Solicitation for Offers R1-06-07 dated August 4, 2006 for the Nez Perce National Forest Supervisors Office, Clearwater Ranger District, and Interagency Dispatch Center, in Grangeville Idaho.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Gerry Peterson		Sandi Sandry, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Gerry Peterson *(Signature of person authorized to sign)*	9-18-06	*(Signature of Contracting Officer)*	

NSN 7540-01-152-8070 — 30-105 — STANDARD FORM 30 (REV. 10-83)
Previous edition unusable — FAR (48 CFR) 53.243

49

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective Date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contacting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Item 9, Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. – Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the orginal solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.

(1) Accounting classification _____
Net increase $_____

(2) Accounting classification _____
Net decrease $_____

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification.

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by $_____

(ii) Total contract price decreased by $_____

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF-30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to –

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is no required on solicitation amendments. The contracting officer's signature is normally affixed las on supplemental agreements.

STANDARD FORM 30 BACK (REV. 10-83)

All Changes are in ***Italics*** unless they are a clarification.

1. CHANGE Wording: Page 5, 1.5 OCCUPANCY DATE:
   A. The Government is requesting a space occupancy date of October 1, 2007.

2. CLARIFICATION: Page 31, 6.5 TOILET ROOMS FIXTURE SCHEDULE:
   Office employee count is approximately 145
   Warehouse employee count is approximately 12 maximum

3. CLARIFICATION: Page 32, 6.8 VENTILATION #D2:
   Provide detailed information in the offer with price and technical comparisons if offering an alternative system to the BAS specification.

4. CLARIFY & CORRECT : Page 47-48, 9.2 TYPE OF SPACE

   OFFICE & RELATED
   Open Office Space Supervisor Office 5350
   (44 Full time employees including the Executive Assistant & ***Computer Support Room for 3 employees*** @ 4400 sqft, 2 NOAA @ 200 sqft, 12 employees .5 FTE @ 600 sqft, and 10 seasonals @ 150 sqft)

   WAREHOUSE
   Warehouse ***Storage*** ***3,936***
   Road Maintenance Office ***100***

5. ADD: Page 53, 9.3 SPECIAL REQUIREMENTS, OFFICE GENERAL
   B. SUPERVISOR'S OFFICE & CLEARWATER RANGER DISTRICT
   21) District Ranger Office (150 sq.ft.)

   22) Private Offices for Forest Supervisor's Staff (4 @ 120 sqft each, 480 sqft total)
   a. These offices shall be located near the District Rangers Office.

6. ADD: Page 50, Zone Interagency Dispatch Center
   j. Provide floor receptacles per Specification at 6.11C

   k. Provide access to exterior entrance from or near this space

7. ADD: Page 50, Fire/Conference Room
   k. Provide floor receptacles per Specification at 6.11C

   Clarify: f. This room must be located close to the Interagency Dispatch Center.
   :this room is shared with all tenants ***and must be accessible from a common area***

(51)

8. CLARIFICATION & ADDITION: Page 54, C. (1) WAREHOUSE STORAGE
Change to read C. (1) WAREHOUSE GENERAL:

Add: a. Provide a concrete apron along entire length of warehouse facility extending a minimum of 5 feet from the building. Aprons are not to be included as part of the driveway access.

Clarify: j. 16' ceilings are at a minimum required in the 3 bays of the warehouse.

Add: k. Provide two each (total of six) 6 inch corner protection bollards in front of each of the three bay doors.

Clarify l: There is no air conditioning requirement for the warehouse.

9. ADD: Page 55, C. WAREHOUSE
(12) ROAD MAINTENANCE OFFICE (100 sq. ft)
a. Provide one phone and one computer outlet

(13) WAREHOUSE STORAGE (3,936 sq. ft); moved from C. (1)

10. CLARIFICATION: Page 54-55 C. WAREHOUSE
Interior offices without an exterior window shall have a door with glass to provide natural light from adjacent spaces. Size to be determined by the Lessor with Government approval. Warehouse offices include: #4 Warehouseman and Mechanic Office, #10 Radio/Electronics Office, and #12 Road Maintenance Office

11. CLARIFICATION: Page 55, D. SITE: GENERAL
2) Provide a concrete pad and weather enclosed ***propane 30 kilowatt*** backup generator that will provide back up power to the dispatch center and ***computer/telecomm in the office*** and the radio shop in the warehouse.

12. CLARIFICATION: Page 56, 9.4 PARKING/WAREYARD REQUIREMENTS
4) Design of the secured wareyard will determine the need for one or two 20-foot wide entrance gates to be installed by the Lessor.

52

SOLICITATION FOR OFFERS

Nez Perce National Forest

Forest Supervisor's Office, Clearwater Ranger District &
Interagency Dispatch Center

Grangeville, Idaho

NAME: **Sandi Sandry**

TITLE: **Contracting Officer**
406-329-3615
ssandry@fs.fed.us

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SFO NO. R1-06-07
August 4, 2006

SECTION 1 - SUMMARY/OVERVIEW 5
1.1 AMOUNT AND TYPE OF SPACE 5
1.2 LOCATION 5
1.3 TERM/TERMINATION LEASE 5
1.4 OFFER DUE DATES 5
1.5 OCCUPANCY DATE 5
1.6 HOW TO OFFER 6
1.7 NEGOTIATIONS (MAY 2005) 7
1.8 PRICE EVALUATION (PRESENT VALUE) (MAY 2005) 8
1.9 HISTORIC PREFERENCE, GSAR 552.270-2 (VARIATION) (SEP 1999) 9
1.10 ACCESSIBILITY FOR THE DISABLED 9
1.11 AWARD 10
1.12 LABOR STANDARDS 10
SECTION 2 – AWARD FACTORS 12
2.1 EVALUATION FACTORS FOR AWARD 12
SECTION 3 – GENERAL REQUIREMENTS 13
3.1 ALTERATIONS $100,000 OR LESS 13
3.2 RENTABLE SPACE (SEP 2000) 13
3.3 ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000) 13
3.4 COMMON AREA FACTOR (SEP 2000) 13
3.5 APPURTENANT AREAS 13
3.6 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999) 13
3.7 LEASE RECORDING 14
3.8 CONSTRUCTION SCHEDULE 14
3.9 PROGRESS REPORTS 15
3.10 UNIT COST FOR ADJUSTMENTS 15
3.11 TAX ADJUSTMENT (SEP 2000) 15
3.12 PERCENTAGE OF OCCUPANCY 17
3.13 OPERATING COSTS (SEP 2000) 17
3.14 OPERATING COSTS BASE (SEP 2000) 17
3.15 HOLDOVER TENANCY 17
3.16 CERTIFICATE OF OCCUPANCY 17
3.17 CONSTRUCTION INSPECTIONS 18
3.18 DESIGNATED GOVERNMENT OFFICE FOR SUBMITTING PROPER INVOICE & COMMUNICATION: 18
3.19 CONTRACTING OFFICER'S REPRESENTATIVE (COR) 18
SECTION 4 – GENERAL ARCHITECTURE 19
4.1 QUALITY AND APPEARANCE OF BUILDING 19
4.2 WORK PERFORMANCE (SEP 2000) 19
4.3 BUILDING SYSTEMS CERTIFICATION 20
4.4 ACCESSIBILITY (SEP 2000) 20
4.5 FLOOR PLANS AFTER OCCUPANCY 20
4.6 CAD AS-BUILT FLOOR PLANS 20
4.7 FLOORS AND FLOOR LOAD (SEP 2000) 20
4.8 WINDOWS 20
4.9 DESIGN FOR ENERGY CONSERVATION 20

4.10 EXITS AND ACCESS (SEPT 1991) 21
4.11 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000) 21
4.12 DRAINAGE 21
4.13 CONSTRUCTION WASTE MANAGEMENT (SEP 2000) 21
4.14 INDOOR AIR QUALITY DURING CONSTRUCTION (SEPT 2000) 22
4.15 WOOD PRODUCTS (JUL 2000) 22
4.16 ADHESIVES AND SEALANTS (JUL 2000) 23
4.17 INSULATION: THERMAL, ACOUSTIC, AND HVAC (JUL 2000) 23
4.18 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUL 2000) 23
4.19 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEPT 2000) 23
4.20 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000) 24
SECTION 5 – ARCHITECTURAL FINISHES 25
5.1 LAYOUT AND FINISHES 25
5.2 CEILINGS 25
5.3 PAINTING 25
5.4 DOORS: EXTERIOR 25
5.5 DOORS: INTERIOR 25
5.6 DOORS: HARDWARE 26
5.7 IDENTIFICATION 26
5.8 PARTITIONS 26
5.9 FLOOR COVERING AND PERIMETERS 26
5.10 CARPET: BROADLOOM (SEP 2000) 27
5.11 CARPET TILE (SEP 2000) 27
5.12 ACOUSTICAL REQUIREMENTS 28
5.13 WALL COVERINGS 29
5.14 WINDOW TREATMENT 29
5.15 FLAG POLE 29
SECTION 6 – MECHANICAL, ELECTRICAL, AND PLUMBING 30
6.1 MECHANICAL, ELECTRICAL, PLUMBING, GENERAL 30
6.2 ENERGY COST SAVINGS (JUL 2000) 30
6.3 DRINKING FOUNTAINS 30
6.4 TOILET ROOMS 30
6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000) 31
6.6 JANITOR CLOSETS 31
6.7 HEATING AND AIR CONDITIONING 31
6.8 VENTILATION (JUL 2000) 32
6.9 VENTILATION: TOILET ROOMS (DEC 1993) 32
6.10 ELECTRICAL: GENERAL 32
6.11 ELECTRICAL: DISTRIBUTION 33
6.12 VOICE/DATA: DISTRIBUTION 33
6.13 VOICE/DATA: EQUIPMENT 34
6.14 LIGHTING: INTERIOR AND PARKING (NOV 2005) 34
6.15 SWITCHES 34
6.16 ELEVATORS 35

SECTION 7 – SERVICES, UTILITIES, MAINTENANCE 36
7.1 SERVICES, MAINTENANCE: GENERAL 36
7.2 NORMAL HOURS 36
7.3 ADDITIONAL SERVICES 36
7.4 PLUMBING AND SEWAGE DISPOSAL SERVICES 36
7.5 UTILITIES 36
7.6 OVERTIME UTILITIES (SEP 2000) 36
7.7 MAINTENANCE AND TESTING OF SYSTEMS 37
7.8 JANITORIAL SERVICES 37
7.9 SCHEDULE OF PERIODIC SERVICES 40
7.10 SNOW AND ICE REMOVAL 40
7.11 GARBAGE COLLECTION 40
7.12 LANDSCAPING and LANDSCAPE MAINTENANCE 40
7.13 RECYCLING (SEP 2000) 41
7.14 SECURITY 41
SECTION 8 – SAFETY AND ENVIRONMENTAL MANAGEMENT 42
8.1 FIRE PROTECTION AND LIFE SAFETY (MAY 2005) 42
8.2 AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005) 42
8.3 FIRE ALARM SYSTEM (MAY 2005) 42
8.4 PORTABLE FIRE EXTINGUISHERS 43
8.5 OSHA REQUIREMENTS (SEP 2000) 43
8.6 SMOKE CONTROL AND DETECTION SYSTEMS 43
8.7 EXIT AND EMERGENCY LIGHTING 43
8.8 FIRE DOORS 43
8.9 SAFETY AIR CONTAMINANT LEVELS 43
8.10 INDOOR AIR QUALITY (JUL 2000) 43
8.11 ASBESTOS (SEP 2000) 44
8.12 RADON IN AIR (SEP 2000) 44
8.13 RADON IN WATER (SEP 2000) 46
8.14 HAZARDOUS MATERIALS (OCT 1996) 46
SECTION 9 – SPECIAL REQUIREMENTS 47
9.1 SPACE REQUIREMENTS: 47
9.2 TYPE OF SPACE 47
9.3 SPECIAL REQUIREMENTS 49
9.4 PARKING/WAREYARD REQUIREMENTS 56
SECTION 10 – FORMS & EXHIBITS 57
10.1 FORMS & EXHIBITS 57

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SECTION 1 - SUMMARY/OVERVIEW

1.1 AMOUNT AND TYPE OF SPACE

A. The Government is interested in leasing approximately 24,525 rentable (19,620 usable) square feet of office and related space, and approximately 8,270 rentable square feet of warehouse, a secured wareyard, and 255 parking spaces.

The ANSI/BOMA usable square feet does not include mechanical, janitor space, or code required restrooms and corridors. (25% was used to calculate from usable to rentable, (rounded up) in the office and related space.

All spaces shall be available for use by the Government for personnel, furnishings, and equipment. Details of the space requirement are provided in Sections 9.1 through 9.4 of this solicitation.

B. Offers must be for space located in a quality building of sound and substantial construction and shall conform or be capable of being altered to conform, prior to occupancy, with the requirements, terms, and provisions set forth in this Solicitation for Offers (SFO). Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA usable square feet.

1.2 LOCATION

A. Office and related space should be located within the following areas of consideration: Within one mile of the Grangeville, Idaho established city limits.

B. An offer for a site outside the delineated area will only be considered if no offers are received for sites within the delineated area.

1.3 TERM/TERMINATION LEASE

The lease will be 15 years firm term, with one 5 year renewal option period. After the firm term, the Government may cancel all or part of the lease upon 60 days' written notice. The notice may be issued at anytime prior to the expiration of the firm term, or any time thereafter, but cannot become effective until the expiration of the firm term. No rent shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the mailing.

1.4 OFFER DUE DATES

A. **Offers are due by 5 p.m. Mountain Time on September 19, 2006.**

B. There will be no public opening and all offers received will be kept strictly confidential until a contract has been awarded. Offers must remain open until the lease is awarded unless written notice of the withdrawal of the offer is provided to the Contracting Officer prior to award.

1.5 OCCUPANCY DATE

A. **The space is required to be ready for occupancy by October 1, 2007.**

B. If the Offeror proposes (on GSA Form 1364, Proposal to Lease Space) possession other than the required date, the Contracting Officer shall determine if the proposed possession date will reasonably fulfill the Government's needs. The Government reserves the right to negotiate the possession date with any Offeror and to reject any offer which proposes a delivery date which will not meet the Government's needs.

1.6 HOW TO OFFER

A. Offers are to be submitted to Sandi Sandry at:

USDA Forest Service
Attn: Acquisition Management
PO Box 7669
200 E. Broadway
Missoula, MT 59807

If you have questions please call Sandi @ 406-329-3615 or E-Mail ssandry@fs.fed.us

B. Submit the following as your offer:

(1) GSA Form 1364, Proposal to Lease Space

(2) Attachment No. 1 to GSA Form 1364

(3) GSA Form 1217, Lessor's Annual Cost Statement

(4) Any information that addresses the award factors which are listed in Section 2.1

(5) 2 complete sets of one-eighth inch (preferred) or larger scale plans that have been designed and reviewed by a registered professional engineer and/or architect. Architectural features of the space must be accurately shown to define the relationship of all required spaces, construction and finish materials. The Lessor shall be responsible for providing the initial space layout for the project. The Lessor shall provide layout services to design the space in accordance with the requirements of the lease as well as the desires and directions of the Contracting Officer and tenants that will occupy the space. These services shall be made available throughout the entire process.

(6) If conversion or renovation of a building, or existing building and warehouse, is planned, alterations to meet the requirements of the solicitation must be indicated. Include the plan for alternate work space during renovation, moves, associated costs and time frames. If requested, more informative plans, specifications, or other information must be provided to the Government.

(7) Lessor shall furnish a site plan showing placement of buildings on site, proposed parking and landscape plan, property lines, setbacks, easements, and existing improvements to utilities.

(8) Offerors are encouraged to submit any other information deemed appropriate in order for the Government to perform a complete and adequate analysis of the offer and associated property.

(9) Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. An authorized financial officer must sign such commitments.

(10) Evidence of ownership or control of site that does not expire prior to award (i.e. deed, partnership agreement, corporate resolution, valid purchase option, etc.)

(11) The name of the proposed construction contractor, as well as evidence of the proposed contractor's experience competency and performance capabilities in regard to projects similar in size and scope to that required in this solicitation.

(12) A copy of the license or certification of the individuals and/or firms providing architectural, engineering design services, and commercial interior design services to practice in the state where the facility will be located.

(13) Evidence that local zoning laws will permit the type of facility proposed.

(14) Exhibit 5, Open Office Space Furniture Pricing Sheet

(15) Other information as deemed appropriate by the Offeror or as requested by the Government.

C. See GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer should be contacted.

D. Submission of Offers
(1) Offers and modifications thereof shall be submitted in sealed envelopes or packages.
(a) Addressed to the office specified in the solicitation and
(b) Showing the time specified for receipt, the solicitation number, and the name and address of the Offeror.
(c) Facsimile offers will not be accepted. Modifications or withdrawals will be accepted at Fax #406-329-3682. Please notify Sandi Sandry at 406-329-3615 prior to transmission.
(d) Offers submitted by electronic commerce will not be accepted.

E. Amendments to Solicitations
(1) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.

(2) Offerors shall acknowledge receipt of any amendments to this solicitation by

(a) signing and returning the amendment;
(b) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer;
(c) by letter or telegram; or
(d) facsimile, to 406-329-3682. Please notify the Government prior to transmission and follow up with an original. The Government must receive the acknowledgment by the time specified for receipt of offers.

F. Unnecessarily Elaborate Proposals or Quotations
Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not necessary.

G. Offer Preparation Costs
This solicitation does not commit the Government to pay any costs incurred in the submission of offers or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services or supplies. Further, no costs incurred at the Offeror's expense may later be charged to any resulting contract.

H. Deviations
Offers will be considered to be in full and complete compliance with this solicitation unless the Offeror describes any deviation in the offer. The Contracting Officer will make decisions regarding deviations, which cause the offer to be technically unacceptable.

I. Fair Market Value and Fair Rental Value
(1) Appraisals are required in support of the Fair Market Value whenever it has been completed and much of the basic material therefore must be furnished by the Lessor. The Offeror must make available to the Government any pertinent information, which is in the Lessor's possession.

1.7 NEGOTIATIONS (MAY 2005)
The Government reserves the right to award a lease pursuant to this solicitation based on initial offers. If no such award is made, the Contracting Officer will conduct negotiations on behalf of the

Government. The Contracting Officer will negotiate rental price for the initial term, term and any renewal periods, and any other aspect of the offer as deemed necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offerors initial proposal should contain the offerors best terms from a price and technical standpoint.

Offerors are forbidden from conducting negotiations with unauthorized representatives.

If required, the Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors that are stated in this solicitation.

Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from negotiations. Negotiations will be closed with submission of "Final Proposal Revision".

1.8 PRICE EVALUATION (PRESENT VALUE) (MAY 2005)

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.

B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.

C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.

D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.

3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.

4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.

6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:

   a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.

   b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

   c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.

8. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

1.9 HISTORIC PREFERENCE, GSAR 552.270-2 (VARIATION) (SEP 1999)

A. Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in, the National Register of Historic Places, and to historically-significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:

   1. The offer for space meets the terms and conditions of this SFO as well as any other offer received (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this SFO to maintain the historical integrity of the building, such as high ceilings, wooden floors, etc.) and

   2. The rental is no more than 10 percent higher, on a total annual square foot (ANSI/BOMA Office Area) cost to the Government, than the lowest otherwise acceptable offer.

B. If more than one offer of an historic building is received and they meet the above criteria, an award will then be made to the lowest priced historic property offered.

1.10 ACCESSIBILITY FOR THE DISABLED

To be considered for award, the offered site and/or building(s) must comply with the standards for new construction set forth by 29 CFR Part 36, including Americans with Disabilities Act Architectural Barriers Act Accessibility Guidelines for Buildings and Facilities (ADAABAAG), and any local and state codes. Where discrepancies exist between the two standards, the most stringent shall apply. Link to ADAABAAG website: **http://www.access-board.gov/ada-aba/**

1.11 AWARD

A. After conclusion of negotiations, the Contracting Officer and the Offeror selected for award will execute the proposed lease prepared by the Government, which reflects the proposed agreement of the parties.

B. The proposed lease shall consist of:

(1) Draft Standard Form 2, U.S. Government Lease for Real Property
(2) Required Clauses
(3) Required Representations and Certifications
(4) The pertinent provisions of the offer
(5) The pertinent provisions of the SFO

C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the proposed lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

D. Within 30 calendar days after award, the successful Offeror/Lessor shall provide to the Contracting Officer evidence of a firm commitment of funds in an amount sufficient to perform the work required under this leasehold agreement.

E. If evidence of ownership or control of the site was provided in the form of a valid purchase option at the time of offers, within 30 calendar days after award, the successful Offeror/Lessor shall provide to the Contracting Officer evidence of permanent ownership or control of the site other than a valid purchase option.

F. Two sets of one-eighth inch or larger scale plans that have been reviewed by a registered professional engineer and /or architect depicting all negotiated changes to the plans.

1.12 LABOR STANDARDS (AUG 2003)

A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work performed prior to the Governments acceptance of the space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: *http://www.arnet.gov/far/*

52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-6	Davis-Bacon Act
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination-Debarment
52.222-13	Compliance with Davis-Bacon and Related Act Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility

SECTION 2 – AWARD FACTORS

2.1 EVALUATION FACTORS FOR AWARD

Award will be made to that Offeror whose proposal is (1) technically acceptable and (2) offers the best value to the Government. Technical evaluation factors, in total, are of equal importance to price. The critical factor in making any best value determination is not the difference between the technical ratings, but rather the significance of that difference. The significance of the difference in the ratings will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical factors that would appear to exceed those needed for the successful performance of the work. The Government reserves the right to make best value determinations that are in the best interest and to the advantage of the Government. The following technical factors are listed in DESCENDING ORDER OF IMPORTANCE:

A. **Potential for Efficient Layout.** The space design offered should provide efficient layout and good utilization of the space.

B. **Energy Efficiency.** Demonstrate Energy Efficiency efforts in the design and products chosen for this building. Refer to page 20, Section 4.9 Design for Energy Conservation, and page 30, Section 6.2 Energy Cost Savings for more information.

C. **Physical Characteristics.**

(1) Environment: the physical characteristics of the building, the location and distance above or below grade of the offered space in the building, type of construction, and the area surrounding the environment should project a professional office atmosphere in keeping with the traditional image of a natural resource agency.

(2) The safety of visitors and occupants evaluated in terms of the location and distance above or below grade; the type of business and activities of other occupants, the surrounding area, and the type of commercial, mercantile, and other activities which may contribute to a higher fire potential than the usual office-type functions, such as but not limited to, enclosed garages, shops, storage areas of hazardous materials, manufacturing concerns, automotive repair shops, and multiple types of occupancy buildings, etc.

D. **Location.** Identified sites and any alternate sites offered will be evaluated in accordance with the following:

(1) Accessibility – The site must provide easy access to those arterials that service the site. The site must provide safe and easy access for both local and traveling employees/visitors entering and exiting the site. Access to and from arterial roads shall not present unusual risk to employees or visitors. All approaches and roads to facility must be paved.

(2) Size, Configuration, and Flexibility – The site must be large enough, and configured in such a way, as to provide efficient, safe, convenient, and flexible use of the space.

E. **Past Performance.** Past Performance elements will include client satisfaction, history of professional and responsive behavior, and the quality of work performed. Furnish a list of all similar leases in effect for the past three years. Include a list of relevant work performed by subcontractors or employees. The names and telephone numbers of clients should be submitted. The Government reserves the right to evaluate relevant past performance information not specifically provided by the Offeror.

SECTION 3 – GENERAL REQUIREMENTS

3.1 ALTERATIONS $100,000 OR LESS

A. The unit prices, which the Offeror is required to list (See Attachment No. 1 to GSA Form 1364), may be used, upon acceptance by the Government, during the first year of the lease to price alterations to be performed by the Lessor, which cost $100,000, or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and Government. See also 3.10 Unit Cost for Adjustments.

B. Where unit prices for alterations are not available or where the total cost for alterations exceeds $100,000, the Lessor may be requested, at the Government's option to provide a price proposal for the alterations. Such proposals will be submitted within fifteen (15) calendar days of the Government's request for such. Orders will be placed by issuance of an AD Form 276, Supplemental Lease Agreement or other approved form. The clauses entitled "GSAR 552.232-71, Prompt Payment," and 'GSAR 552.232-72, Invoice Requirements (Variation)," apply to orders for alterations. All orders are subject to the terms and conditions of this lease.

C. Orders may be placed by the Contracting Officer only.

3.2 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3.3 ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)

A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

3.4 COMMON AREA FACTOR (SEP 2000)

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

3.5 APPURTENANT AREAS

The right to use appurtenant areas, public areas, and related facilities is included. This right extends to all areas within the building and the building site; and includes the right to make minor alterations within such areas if such alterations are required as a component of the Government's overall mission. The Government also reserves the right to establish and post Government rules, notices, and/or regulations within the leased premises.

3.6 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.

B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

3.7 LEASE RECORDING

It will be the responsibility of the successful Offeror (Lessor) to record on the public record in the courthouse of the county in which the leased premises are located, the Standard Form 2, (SF-2) portion of the lease, and to furnish proof of such recording to the Contracting Officer within 30 days after acceptance of the space. Associated cost will be at the Lessor's expense.

3.8 CONSTRUCTION SCHEDULE

A. Within 30 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date (see paragraph entitled "1.5 Occupancy Date"). The finalized schedule is to be submitted no later than 45 days after award.

B. The schedule is to include timing for completion of design and construction milestones, including but not limited to, (1) submittal of preliminary plans and specifications, (2) submittal of other Design Development drawings, (3) issuance of a building permit, (4) completed construction documents, (5) start of construction, (6) completion of principal categories of work, (7) phased completion and availability for occupancy of each portion of the Government space (by floor, block, or other appropriate category), and (8) final construction completion.

C. REVIEW OF WORKING/CONSTRUCTION DRAWINGS

The Government's review of the working/construction drawings is limited to the conformance of the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of drawings within 10 working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's working/construction drawings, the Government shall state such in writing to the Lessor, and the Lessor shall have 10 working days to cure all noted defects before returning the working/construction drawings to the Government for a subsequent review.

D. ACCEPTANCE OF SPACE

14 days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have 10 working days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.

2. Before the Government will accept space, the Lessor shall provide to the Contracting Officer 1) evidence of the issuance of a building permit incorporating the construction of required improvements and/or 2) a copy of the Certificate of Occupancy.

E. RENT COMMENCEMENT

The rent commencement date shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in 1.5 Occupancy Date.

F. LEASE COMMENCEMENT

The lease commencement date is established after the acceptance of all space and shall not be prior to the rent commencement date.

3.9 PROGRESS REPORTS

The contracting officer may request, beginning at the point of award and ending with the Government's acceptance of the finished space, written progress reports at intervals appropriate to the phase and scope of work to be accomplished. The reports shall include current status of the project schedule, the percentage of work completed by phase and trade, significant milestones and inspection opportunities planned or next reporting period, a statement of expected completion and occupancy date (with details for each phase of construction), changes introduced into the work, and general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct bi-weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government's leased space. Such meetings shall be held at a location to be designated by the Government.

3.10 UNIT COST FOR ADJUSTMENTS

Several paragraphs in this SFO specify means for determining quantities of materials. These are Government projections to assist the Offeror in cost rental rate. Actual quantities may not be determined until after the lease is awarded and the design intent drawings are completed. To enable an equitable settlement if the Government layout departs from the projection, the Offeror must list a unit cost for each of the materials listed on SFO Attachment No. 1 to GSA Form 1364. The Government, at it's sole discretion, may either use each unit cost indicated on SFO Attachment No. 1 to GSA Form 1364, or consistent with the terms and conditions of this lease agreement, may negotiate a separate price to make a lump sum payment or rental increase if the amount of material required by the layout is more than specified or take credit from rental if the amount is less than specified. Offerors are required to complete SFO Attachment No. 1 to GSA Form 1364 as a component of their offer.

3.11 TAX ADJUSTMENT (SEP 2000)

1. Real estate taxes, as referred to in this paragraph, are only those taxes, which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.

2. *Base year taxes as referred to in this paragraph are the greater of the following: 1) the real estate taxes for the first 12-month period coincident with full assessment or 2) the estimated taxes listed on line 28 of GSA Form 1217 Lessor's Annual Cost Statement.*

3. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.

4. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF

PAYMENT WITHIN 60 DAYS SHALL RELINQUISH THE RIGHT OF THE LESSOR TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.

5. The Government shall 1) make a single annual lump sum, or two semi annual payments to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.

6. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY. The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.

7. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall take a credit for, the pro-rata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

8. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy).

9. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary

for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.12 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.13 OPERATING COSTS (SEP 2000)

A. Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, and certain administrative expenses attributable to occupancy. Applicable costs listed on lines 5-26 column B of GSA Form 1217, Lessor's Annual Cost Statement will be used to determine the base rate for operating costs adjustment.

B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month, which begins each successive 12-month period. For example, a lease which commences in June of 1995 would use the index published in May of 1995, and that figure would be compared with the index published in May of 1996, May of 1997, and so on, to determine the cumulative percent change. The cumulative percent change will be applied to the established original base operating cost. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.

C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

D. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

E. *The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above.* If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364 block 21, Proposal to Lease Space, contained elsewhere in this SFO.

3.14 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet and in accordance with paragraph 3.13 A.

3.15 HOLDOVER TENANCY

If the Government, after the expiration date, retains possession of the premises, the lease shall continue in force and effect on a day-to-day basis not to exceed 90 days and rent will be paid on a pro rata basis at the rate provided herein.

3.16 CERTIFICATE OF OCCUPANCY

All construction work required to provide occupancy for the Government shall comply with permit requirements of the authority (ies) having jurisdiction. The Lessor shall secure required permits.

Certification of completion and acceptance of certificate of occupancy of the authority (ies) having jurisdiction, shall be submitted to the Contracting Officer prior to acceptance of the leased space by the Government.

3.17 CONSTRUCTION INSPECTIONS

A. Construction inspections will be made periodically by the Contracting Officer and/or designated Technical Representatives to review compliance with the solicitation requirements and the final working drawings.

B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information that the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this solicitation.

3.18 DESIGNATED GOVERNMENT OFFICE FOR SUBMITTING PROPER INVOICE & COMMUNICATION:

USDA Forest Service
Attn: Acquisition Management—Sandi Sandry
PO Box 7669
200 E. Broadway
Missoula, MT 59807
ssandry@fs.fed.us
406-329-3615

3.19 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

A COR may be appointed by the Contracting Officer upon award of the contract. A copy of the nomination and delegation of authority will be provided by the Contracting Officer at that time.

SECTION 4 – GENERAL ARCHITECTURE

4.1 QUALITY AND APPEARANCE OF BUILDING

A. The facility shall have a sense of scale and "fitting" appropriate for the neighborhood and community while communicating an aesthetically pleasing professional natural resource image. The building and grounds shall be inviting to the public and also convey a natural resources image. The character of the facility shall reflect responsible expenditure of taxpayers funds, be modest, yet reflective of the industry and the professionalism of the staff.

The space offered should be located in a modern or historically preserved office building with façade of stone, vinyl, metal, wood, or other permanent materials of high quality, good condition acceptable to the Contracting Officer. If not in a new or modern office building, the space offered should be in a building that has undergone, or will undergo by occupancy, restoration or adaptive reuse for office space with modern conveniences, which meets all of the current codes. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer must be submitted as part of the offer.

When storage and warehouse space is combined with the office space, it must have the same exterior finish. Detached buildings proposed for storage and warehouse space must also be modern, high quality structures, of sound and substantial material and construction suitable for the intended use.

B. Refer to the Forest Service BEIG "The Built Environment Image Guide," website http://www.fs.fed.us/recreation/programs/beig/. This guide can be used to assist the Offeror and understand the image and character of the facility the Forest would like to project in the environment they are located in, specifically see Chapters 4.5 or 4.6 as applicable. This is only offered as a guide and in no way mandates how the Offeror should build the facility.

C. All construction and operation in new or existing buildings must be in accordance with the latest edition of the following codes and standards as applicable or local building and health codes that may be more stringent than those codes listed below. Where codes conflict the most stringent shall apply.

International Building Code (IBC)
International Mechanical Code (IMC)
International Plumbing Code (IPC)
National Electrical Code (NEC)
National Fire Codes by National Fire Protection Association (NFPA)
Americans with Disabilities Act Accessibility Architectural Barriers Act Accessibility Guidelines for Buildings and Facilities (ADAABAAG). Where standards conflict, the more stringent standard will be applied.
Federal Fire Safety Act of 1992
Occupational Safety and Health Administration (OSHA)
International Fire Code
ASHRAE (The American Standard of Heating, Refrigerating and Air Conditioning Engineers Inc.)
International Fuel Gas Code
International Energy Conservation Code

4.2 WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

4.3 BUILDING SYSTEMS CERTIFICATION

The Lessor shall furnish, at no cost, a certification by a registered professional engineer(s) and/or architect, or the local building authority that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.4 ACCESSIBILITY (SEP 2000)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the ADAABAAG. Where standards conflict, the more stringent shall apply.

4.5 FLOOR PLANS AFTER OCCUPANCY

Within 45 days after occupancy, the Lessor must provide 1/8-inch as-built full floor plans to the Contracting Officer showing the space under lease as well as corridors, stairways, and core areas. Also submit the site plan at a minimum scale of one inch = 20 feet consistent with the above requirements.

4.6 CAD AS-BUILT FLOOR PLANS

Computer Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, must be provided to the Contracting Officer along with the drawings required above. The plans must be in AutoCAD Release 14 (or later) .dwg format. Clean and purged files are to be submitted on CD-ROM. They shall be labeled with building name, address, and list of drawing(s), date of drawing(s), and Lessor's architect and phone number. The Lessor's operator will demonstrate the submission on Government equipment, if requested by the Contracting Officer.

4.7 FLOORS AND FLOOR LOAD (SEP 2000)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer or architect may be required. Calculations and structural drawings may also be required.

4.8 WINDOWS

A. Office space must have windows in all exterior walls unless waived by the Contracting Officer.

B. The Government does not want opening windows All windows shall be weather-tight, double pane and energy efficient. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

C. All window sills shall be constructed of durable products that are washable and stain proof, and shall not be constructed using gypsum board.

4.9 DESIGN FOR ENERGY CONSERVATION

The required space must be delivered in a building(s) which is designed and constructed in accordance with the requirements of this solicitation and which meets all requirements of the latest edition of ASHRAE (The American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc.) "Energy Efficient Design of New Buildings Except New Low Rise Residential – ASHRAE 90.1-1989 and International Energy Conservation Code."

Energy conservation measures exceeding the minimum requirements of the ASHRAE standards are encouraged provided a life-cycle cost analysis performed in accordance with the National Bureau of Standards Handbook 135 or other generally recognized method shows a favorable savings to investment ratio.

Submit to the Contracting Officer an analysis proving that the building meets or will meet the requirements of the Energy Conservation Code.

The Forest Service requests that the Lessor consider and document in the offer, the use of Bio-energy in the design of the building. The following websites provide information about this program.
http://www.pelletheat.org/2/index/index.html
http://www.fuelsforschools.org/

4.10 EXITS AND ACCESS (SEPT 1991)

All doors at building entrances and vestibules will be glazed to facilitate orientation and safe movement in these highly trafficked areas. All entrance areas shall be constructed such that snow, ice, or rain does not fall or drip on personnel entering or exiting the building.

Vestibules shall be provided at public entrances and secondary entrances if on the exterior of the building. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. All entrance areas require a system to prevent snow, dirt, and moisture from accumulating on the entrance lobby floor and for safety and maintenance.

4.11 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)

If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building, the construction of an addition to an existing building and/or alterations to an existing building then such new building, additions, or altered buildings shall fully meet seismic safety standards for new construction of the current (as of the date of the SFO) edition of the *International Building Code* (IBC).

The Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this SFO) edition of the *International Building Code* (IBC).

All design and engineering documents, including structural engineering calculations, shall be made available for review by the Government during design development.

4.12 DRAINAGE

The proposed building must have provisions for directing water run-off and snow accumulation from the roof away from the building, without directing it over sidewalks or parking areas. Buried drains, recessed drains covered with grates, roof gutters and down spouts, ice shield, heat tape, landscaping or directing water flow away from sidewalks and parking areas are all acceptable means of meeting this requirement. All Offerors must provide detailed plans, or a narrative description of how they will comply.

4.13 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations, which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
ceiling grid and tile; light fixtures, including proper disposal of any transformers, ballasts,

and fluorescent light bulbs; duct work and HVAC equipment; wiring and electrical equipment; aluminum and/or steel doors and frames; hardware; drywall; steel studs; carpet, carpet backing, and carpet padding; wood; insulation; cardboard packaging; pallets; windows and glazing materials; all miscellaneous metals (as in steel support frames for filing equipment); and all other finish and construction materials.

D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.

E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or land filled, quantity, date, and identification of hazardous wastes.

4.14 INDOOR AIR QUALITY DURING CONSTRUCTION (SEPT 2000)

A. The Lessor shall provide to the Government Materials Safety Data Sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces and janitorial cleaning products.

B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS's must comply with OSHA requirements. The Lessor and its agents must comply with all recommended measures in the MSDS's to protect the health and safety of personnel.

D. To the greatest extent possible, Lessor shall sequence the installation of finish materials so that materials that will be high emitters of Volatile Organic Compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may absorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied space, Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. A final flush-out period of 48 to 72 hours should be provided *before occupancy*. Lessor shall ventilate with 100 percent outside air at the recommended air change rate (ASHRAE Standard 62) during installation of materials and finishes. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

4.15 WOOD PRODUCTS (JUL 2000)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, see web sites for the Forest Stewardship Council, the Certified Forest Products Council, or the Sustainable Forest Initiative at *www.fscus.org/* and *www.certifiedwood.org/*, www.aboutsfi.org.

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade and Endangered Species

(CITES). The list of species can be found at
www.certifiedwood.org/Resources/CITES/CITESContent.html.

C. Particleboard, oriented strand board (OSB) strawboard and plywood materials shall comply with HUD Standards for VOC emissions (particleboard: 0.2 ppm of formaldehyde, plywood: 0.3 ppm of formaldehyde).

4.16 ADHESIVES AND SEALANTS (JUL 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, wood adhesive, or sealants) shall be those with the lowest possible Volatile Organic Compound (VOC) content below 20 g/L. and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

4.17 INSULATION: THERMAL, ACOUSTIC, AND HVAC (JUL 2000)

All insulation products shall contain recovered materials as required by EPA's Comprehensive Procurement Guideline and related recycled content recommendations.

No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

All insulation containing fibrous materials exposed to airflow must be rated for that exposure or encapsulated.

Insulating properties for all materials must meet or exceed applicable industry standards. Polystyrene products shall meet ASTM C578-91.

4.18 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUL 2000)

The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor must use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency in the Comprehensive Procurement Guideline (CPG), 40 CFR Part 247, and its accompanying Recovered Material Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA=s recommendations, and lists of manufacturers and suppliers of the products can be found at www.epa.gov/cpg/products.htm.

The Offeror, if unable to comply with the CPG and RMAN list, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:

The cost of the recommended product is unreasonable.
Inadequate competition exists.
Items are not available within a reasonable period of time.
Items do not meet the solicitation's performance standards.

4.19 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEPT 2000)

A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.

B. Refer to EPA's environmentally preferable products web site, *www.epa.gov/opptintr/epp*. In general, environmentally preferable products and materials do one or more of the following -

C. Contain recycled material, are biobased, or have other positive environmental attributes;
Minimize the consumption of resources, energy, or water;
Prevent the creation of solid waste, air pollution, or water pollution;
Promote the use of non-toxic substances and avoid toxic materials or processes.

4.20 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

The Lessor shall submit a reuse plan to the Contracting Officer.

SECTION 5 – ARCHITECTURAL FINISHES

5.1 LAYOUT AND FINISHES

All required finish selection samples must be provided within 30 days of the request for such by the Contracting Officer. The Government will deliver layout drawings and necessary finish selection to the Lessor within 30 days after award or after receipt of plans and samples, whichever is later.

5.2 CEILINGS

Ceilings must be at least 9 feet and no more than 11 feet measured from floor to the lowest obstruction. Areas with raised flooring must maintain these ceiling height limitations above the finished raised flooring. The ceiling must have a minimum noise reduction coefficient (NRC) of 0.60 and a minimum Sound Transmission Class (STC) of 40 (when tested in accordance with ASTM standard E413-87) throughout the Government occupied space. Bulkheads and hanging or surface mounted light fixtures, which impede traffic ways, shall be avoided.

Ceilings planes must be level in each room and suspended with fluorescent recessed fixtures and finished as follows unless an alternate finish is approved by the Contracting Officer.

Toilet Rooms: plaster or painted and taped gypsum board.
Offices and Conference Rooms: mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or equivalent quality to be approved by the Contracting Officer.
Corridors and Breakroom areas: plaster or painted and taped gypsum board or mineral acoustical tile.

5.3 PAINTING

A. Prior to occupancy all surfaces designated by the Government for painting must be newly painted in colors acceptable to the Government. All painted surfaces, including any partitioning installed by the Government or Lessor after Government occupancy, must be repainted after working hours at Lessor expense at least every 5 years. Public areas must be painted at least every 3 years. This includes moving and return of furniture (at Lessor's expense). If systems furniture requires movement, a qualified systems furniture mover shall be used.

B. Where feasible, reprocessed or consolidated latex paint with low VOC should be used in accordance with EPA's Comprehensive Procurement Guideline. The type and finish of paint shall be approved by the Contracting Officer. Lessor shall follow manufacturer's recommendations for the application and maintenance of all paint products.

C. Exterior surfaces must be painted when chipping or pealing is visible.

5.4 DOORS: EXTERIOR

All doors shall meet the applicable building code and ADAABAAG requirements. The main entrance to the building must be equipped with a card controlled automatic button-operated door opener. Exterior doors must be 16 gauge steel, heavy duty, full flush, hollow steel construction, insulated solid core wood, or insulated tempered glass. Wood doors shall be at least 1.75 inches (4.45 cm) thick and 36 inches (91.44 cm). Exterior doors shall be weather-tight, equipped with automatic door closures, and open outward. Hinges, pivots, and pins shall be installed in a manner, which prevents removal when the door is closed and locked. Door assemblies shall be of durable finish and shall have acceptable aesthetically pleasing appearance acceptable to the Contracting Officer. A keyless lock system shall be provided for employee entrance, and shall be installed so that the system is protected from harsh elements. See Exhibit 2, Smart card access specifications.

5.5 DOORS: INTERIOR

Doors shall be a minimum of 36 inches (91 cm) by 80 inches (203 cm). Doors must be solid core, 1.75 inches 4.45 cm) thick, with natural wood, veneer face or equivalent finish, as approved by the Contracting Officer. They shall be operable by a single effort and must be in accordance with applicable building code requirements.

5.6 DOORS: HARDWARE

All door hardware shall meet the applicable building code and ADAABAAG requirements. Exit doors must be equipped with kick plates, pull bars or handles, and automatic door closures. All fire-rated doors require automatic door closures. All locks must be master keyed. The Government must be furnished at least two master keys and two keys for each lock. The Contracting Officer shall approve the keying schedule for all doors.

5.7 IDENTIFICATION

Room identification shall be installed in approved locations adjacent to office entrances. Toilet, stairway(s), and corridor doors must be identified by the international symbol of accessibility and wherever possible, mounted on the wall at the latch side of the door. All signs must be a standard product line, which is easily interchangeable and readily available. The Contracting Officer must be provided with sign choices. All signage must meet ADAABAAG requirements.

5.8 PARTITIONS

A. Permanent partitions must be provided as necessary to surround stairs, corridors, elevator shafts, toilet rooms, janitor closets, those areas otherwise required by law or building code, and the Government occupied premises from other tenants on the floor.

B. Office subdividing partitions shall comply with local requirements. Partitioning must be designed to provide a minimum Sound Transmission Class (STC) of 40 (unless designated otherwise in Section 9.3). The Lessor at locations as specified in Section 9 of this Solicitation for Offers shall install partitioning. The partitioning shall extend from the finished floor to the finished ceiling. Any demolition of existing improvements, which is necessary to satisfy the Government's layout, shall be done at the Lessor's expense.

C. Partitions may be prefinished or taped and painted. HVAC must be rebalanced and lighting repositioned, as appropriate, after installation of partitions. Corner protectors shall be installed on corners of all interior partitions.

5.9 FLOOR COVERING AND PERIMETERS

A. Floor covering shall be carpet, except as otherwise specified in this solicitation. Floor perimeters at partitions must have wood, rubber, vinyl, or carpet base. The Contracting Officer must approve exceptions. All floor covering must meet EPA and OSHA environmental health and safety requirements.

B. Office Areas: Prior to occupancy, carpet or carpet tiles must cover all office areas partitioned or unpartitioned, including hallways and conference rooms. The Contracting Officer may approve the use of existing carpet; however, existing carpet must be shampooed before occupancy and must meet the static buildup requirement for new carpet. When carpet must be newly installed or changed, the Offeror shall provide the Government with a minimum of 5 samples that vary in color. The Contracting Officer must approve the sample, color, and adhesive.

C. Specialty Areas: Non-conductive Vinyl or Ceramic tile is to be used in storage areas, vestibules, computer room, food service room, and the telephone room. The Offeror shall provide the Government with samples. The Contracting Officer, prior to installation, must approve the sample and color.

D. Toilet and Service Areas: Terrazzo, composite vinyl, unglazed ceramic tile, and/or quarry tile shall be used in all toilet and service areas unless the Contracting Officer approves another covering. All surfaces shall be sealed to prevent water absorption.

E. Carpet Installation: Carpet must be installed in accordance with manufacturing instructions to lie smoothly and evenly. Only non-solvent based or pre-applied adhesive is to be used.

F. Carpet Replacement: Carpet shall be replaced at least every 10 years during Government occupancy or any time during the lease when:

(1) Backing or underlayment is exposed, excessive wear marks or unremovable stains, or seams are split.

(2) There are noticeable variations in surface color or texture.

(3) Delamination or edge ravel occurs.

G. Vinyl and Ceramic Floor Covering Replacement: The floor covering shall be replaced by the Lessor at no cost to the Government prior to or during Government occupancy when it has curls, upturned edges, or other noticeable variations in texture; creates a safety hazard due to splits, tears or separations; or if it is chipped or cracked.

H. Replacement of any floor covering shall include moving and return of furniture at the Lessor's expense.

5.10 CARPET: BROADLOOM (SEP 2000)

A. Any carpet to be newly installed shall meet the following specifications:

(1) Pile Yarn Content. Pile yarn content shall be staple filament or continuous filament branded Type 6 or 6.6 by a fiber producer (e.g., Allied, Dupont, Monsanto, BASF, Talisman Mills, wool blend), soil-hiding nylon, or wool nylon blends or polyethylene terephthalate (PET) resin. Carpet fiber must be solution-dyed or bleach resistant.

(2)Environmental Requirements. The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.

(3)Carpet Pile Construction. Carpet pile construction shall be level loop, textured loop; level cut and loop, or frise.

(4)Pile Weight. Pile weight shall be a minimum of 30 ounces per square yard for level-loop or textured-loop construction. Pile weight shall be a minimum weight of 32 ounces per square yard for cut and loop, or fries.

(5)Secondary Back. The secondary back shall be jute or synthetic fiber for glue-down installation.

(6)Density. The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.

(7)Pile Height. The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.

(8)Static Buildup. Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.

5.11 CARPET TILE (SEP 2000)

A. Any carpet to be newly installed shall meet the following specifications:

(1)Pile Yarn Content. Pile yarn content shall be staple filament or continuous filament branded Type 6 or 6.6 by a fiber producer (e.g., Allied, Dupont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin. Carpet fiber must be solution-dyed or bleach resistant.

(2)Environmental Requirements. The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.

(3)Carpet Pile Construction. Carpet pile construction shall be tufted level loop; cut and loop pile, or frise.

(4)Pile Weight. Pile weight shall be a minimum of 30 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.

(5)Secondary Back. The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.

(6)Total Weight. Total weight shall be a minimum of 130 ounces per square yard.

(7)Density. The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.

(8)Pile Height. The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).

(9)Static Buildup. Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.

(10)Carpet Construction. Carpet construction shall be a minimum of 64 tufts per square inch.

B. If carpet tiles are installed, the Lessor will be required to provide an excess of 10 percent carpet tiles over the number required.

5.12 ACOUSTICAL REQUIREMENTS

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

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

C. Noise Isolation: Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following Sound Transmission Class (STC) Standards when tested in accordance with ASTM E-336:

(1) conference rooms STC 50

(2) offices, minimum STC 40

(3) dispatch STC 50 or greater

D. Testing:

(1) The contracting officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

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

5.13 WALL COVERINGS

Wall coverings shall be certified to comply with flame spread requirements of the applicable code(s). Vinyl wall coverings are not recommended or desired.

5.14 WINDOW TREATMENT

All exterior windows shall be equipped with window blinds. If vertical blinds are used, they may be aluminum or plastic. Horizontal blinds must have aluminum slats of one-inch width or less. The use of any other material must be approved by the Contracting Officer. The window blinds must have non-corroding mechanisms and synthetic tapes. The Contracting Officer must approve the use of existing window treatment.

5.15 FLAG POLE

An exterior flagpole shall be provided at a location to be approved by the Contracting Officer. The flagpole shall extend a minimum of 30 feet (9.14m) above the ground and have an internal Halyard system. The Government will provide the flag. Lessor shall provide a spotlight on the flag to be switch and photocell controlled.

SECTION 6 – MECHANICAL, ELECTRICAL, AND PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING, GENERAL

The Lessor shall provide, operate, and maintain all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. The Lessor shall provide mains, lines, and meters for utilities. Exposed ducts, piping, and conduits are not permitted in office space. Refer to the International Energy Conservation Code for additional guidance.

6.2 ENERGY COST SAVINGS (JUL 2000)

A. All Offerors are encouraged to use Energy Savings Performance Contracts (ESPC) or utility agreements to achieve, maintain and/or exceed the ENERGY STAR Benchmark Score of 75. The ENERGY STAR Online Benchmark Tool can be found athttp://www.energystar.gov/
Energy Star rated appliances are highly recommended. Also see
http://www.energystar.gov/index.cfm?c=government.bus_government

B. All new construction and renovation of existing buildings shall achieve an ENERGY STAR Building Label within one year after reaching 95 percent occupancy and continue to maintain the level of performance.

C. Offerors may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC's, as well as additional information on cost effective energy efficiency, renewables, and water conservation is available at *www.eren.doe.gov/femp* or by calling the FEMP Help Desk at 1-800-566-2877 for the ESPC qualified list.

6.3 DRINKING FOUNTAINS

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet (45.72m) of travel distance and in accordance with ADAABAAG.

6.4 TOILET ROOMS

A. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. Toilet room fixtures shall meet all codes. The facilities must be located so that employees will not be required to travel more than 150 feet (45.72m) on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room) and hot and cold water. Water closets and urinals shall not be visible when the exterior door is open. For lavatory use, the domestic hot water equipment shall be automatically controlled and shall have sufficient capacity to deliver 105 degree Fahrenheit (40.6°C) water for each hot water faucet at the point of use.

B. Each main toilet room shall contain the following equipment:

(1) A mirror above each lavatory, or full wall mirror.

(2) Toilet paper dispensers in each water closet stall that will hold at least two rolls and allow easy unrestricted dispensing.

(3) Coats hook on inside face of door to each water closet stall.

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

(5) Ceramic tile or other water repellant wainscot from the floor to a minimum height of 54" (1.37m) on all walls.

(6) A disposable toilet seat cover dispenser in each restroom stall.

(7) A counter area of at least 2 feet in length, exclusive of the lavatories with a mirror above and a ground fault interrupt type convenience outlet located adjacent to the counter area.

(8) Must meet Accessibility Standards.
Link: http://www.access-board.gov/ada-aba/

6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. The toilet fixture schedule specified below shall be applied to each full floor based on prorating the occupants equally over the floors in a ratio of 50 percent men and 50 percent women. Use the most current International Plumbing Code fixture requirements or the schedule below for quantities or whichever is more stringent.

B. Refer to the schedule separately for each sex.

NUMBER OF MEN*/WOMEN	WATER CLOSETS	LAVATORIES
1 - 15	1	1
16 - 35	2	2
36 - 55	3	3
56 - 60	4	3
61 - 80	4	4
81 - 90	5	4
91 - 110	5	5
111 - 125	6	5
126 - 150	6	**
> 150	***	

* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.

** Add one lavatory for each 45 additional employees over 125.

*** Add one water closet for each 40 additional employees over 150.

C. For new installations:

(1) Water closets shall not use more than 1.6 gallons per flush.
(2) Urinals shall not use more than 1.0 gallons per flush.
(3) Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6 JANITOR CLOSETS

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Janitor closets shall have a key entry lockable door.

6.7 HEATING AND AIR CONDITIONING

A. For office space, temperatures shall be maintained between 68 and 74 degrees Fahrenheit (20 and 23° C). Temperatures in the warehouse will be a minimum of 55 degrees Fahrenheit. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.

B. During non-working hours, heating temperatures shall be set no higher than 55 degrees Fahrenheit (13° C) and air conditioning will not be provided, except as specified in Section 7, and as necessary to return space temperatures to a suitable level for the *beginning* of working hours. Thermostats shall be secured from manual operation by key or locked cage. The Lessor must provide a night setback temperature control system, including a 7-day time switch and night thermostat.

C. Simultaneous heating and cooling are not permitted.

D. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

E. Zone Control: Individual thermostat control shall be provided for office space with control areas not to exceed 2000 ANSI/BOMA Usable Square Feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air-conditioning equipment. Special purpose areas (such as fire dispatch, photocopy centers and large conference rooms) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air-conditioning equipment shall be provided to meet localized spot cooling of tenant specialized equipment. Portable space heaters are prohibited from use.

F. Prior to occupancy, the Lessor shall have the HVAC balanced by a licensed engineer and the report shall be submitted to the Contracting Officer.

6.8 VENTILATION (JUL 2000)

A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.

B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ASHRAE Standard 52. Pre-filters shall be 30 percent to 35 percent efficient. Final filters should be 80 percent to 85 percent efficient for particles at 3 microns.

C. The Lessor shall conduct HVAC system balancing after all HVAC system alterations; and make a reasonable attempt to schedule major construction outside of office hours.

D. Where the Government shall pay utilities, the following shall apply:

(1) An automatic air or water economizer cycle must be provided to all air handling equipment.

(2) The building shall have a fully functional building automation system (BAS) capable of control, regulation, and monitoring of all environmental conditioning equipment. The BAS shall be fully supported by a service and maintenance contract.

6.9 VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour unless otherwise approved by the Contracting Officer.

6.10 ELECTRICAL: GENERAL

A. The Lessor shall be responsible for meeting the applicable requirements of the latest version of the National Electric Code, the National Electric Safety Code, standards of the National Electric Manufacturer's Association, Insulated Power Cable Engineer's Association, the American Institute of Electrical Engineers, and local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities will be enclosed or be of the locking type. The enclosure may not be used for storage or other purposes.

B. A grounding electrode system with a resistance to ground of 10 ohms or less, regardless of soil moisture, is required. Resistance to ground must be measured during the driest portion of the year for verification.

6.11 ELECTRICAL: DISTRIBUTION

A. Main power distribution switchboards, distribution and lighting panel boards shall be circuit breaker type. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads with 25% space circuit spaces and capacity. Feeders and branch circuits shall have equipment grounding conductors ran with circuit conductors. The electrical distribution system shall be protected from surges in accordance with the attached wiring specification *Exhibit #3

B. All tenant outlets shall be marked and coded for ease of circuit tracing. All floor outlets must be flush with the plane of the finished floor with closable outlet covers. All receptacle outlets shall be commercial specification grade or better. Outlets located on walls shall meet ADAABAAG mounting height requirements.

C. Duplex receptacle outlets shall be installed so that no point along the floor line in any wall space; except building service areas, restrooms, storage areas, telecommunications closets, computer room, and corridors; is more than 4 feet (1.22m) measured horizontally from any outlet in that space. Receptacles in private offices shall be installed at a 6-foot (1.83m) wall space requirement. Rooms wider than 16 feet (4.88m) may also have floor receptacles (including a telecommunications outlet), as approved by the Government, mounted on an 8' x 8' (2.44m x 2.44m) grid, with no receptacle closer than 6 feet (1.83m) to a wall. The grid size can be negotiated based on evidence in the electrical layout that demonstrates sufficient capacity by the Lessor to meet the needs of the Government. Floor receptacles shall be recessed sufficiently to allow electrical cords and data/communication cables to be plugged-in and still meet allowed curve/bending radii per manufacturer specifications.

D. Locations noted in Section 9 to have counters, not including rest rooms and storage areas, shall have duplex receptacles provided as follows: A receptacle outlet shall be installed at each wall counter space 12 inches (305mm) or wider. Receptacle outlets shall be installed so that no point along the wall line or centerline of each island or peninsula counter top is more than 24 inches (610 mm), measured horizontally from a receptacle outlet in that space.

E. Supply a minimum of one duplex receptacle outlet in each building service area, restroom, and storage room at no cost to the Government. Corridors shall have duplex receptacle outlets supplied at no greater than 30 feet (9.14m) between receptacles.

F. No more than six duplex outlets may be installed on a 20-amp circuit in the offices. Outlets must be circuited separately from lighting.

G. Telecommunications closets and computer room are covered in Section 9 and the attached voice and data wiring specification.

H. Modular/Systems furniture will be utilized throughout the office space while traditional office furniture will be utilized in the smaller private offices. The Lessor shall provide electrical, voice and data to accommodate the modular furniture. Coordination with the Contracting Officer during layout will be necessary. See Exhibit #5 for additional bid items and information for Lessor furnished modular furniture.

6.12 VOICE/DATA: DISTRIBUTION

A. Telecommunications closets and computer room are covered in Section 9 and the attached voice and data wiring specification. See Exhibit #3.

B. Work area telecommunications outlets shall be installed next to each required floor receptacle outlet. Work area telecommunications outlets shall be installed at the same wall space requirement as

receptacle outlets. Work area telecommunications outlets and associated wiring shall be covered in the attached wiring specification.

6.13 VOICE/DATA: EQUIPMENT

A. The Lessor shall provide the telecommunications (voice and data) wiring. This data wiring must meet specifications listed under EIA Commercial Building Telecommunications Wiring Standard, EIA/TIA 568, 568A,and EIA Commercial Building Telecommunications Pathways and Spaces, EIA/TIA-569, and specification. Perform all testing required. Telecommunications closets, and related spaces shall be enclosed. The enclosure may not be used for storage or other purposes and shall have a Smart Card access reader.

B. A service entrance shall be provided to accommodate a telephone company entrance cable. The service entrance shall be large enough to accommodate at least 250* 2 pair telephone cables and an additional 50*2-pair cable for future growth (129 planned employees), a minimum of 4-inch (10.16cm) conduit is required and an additional 4-inch (10.16 cm) conduit is required for radio antenna coax. (See specification Exhibit #3 for further details). The interior end of the service entrance shall be terminated within the telecommunications (entrance room) closet. The Lessor shall be responsible for ascertaining from the telephone company both the location for termination of the exterior position of the service entrance and the requirement for service entrance installation.

C. The Government reserves the right to provide and install additional telecommunication (voice and data) service in the space to be leased. The Government may: Contract with another party to have the additional inside wiring and telephone equipment installed; and/or require the Lessor to install (at the Government's expense) additional inside wiring and/or telephone equipment.

6.14 LIGHTING: INTERIOR AND PARKING (NOV 2005)

A. Unless specified otherwise in Section 9 or Exhibit #3, modern diffused, fluorescent fixtures using electronic ballasts with energy efficient lamps (T-8 or better) tubes shall be provided. Fixtures shall be capable of producing and maintaining a uniform light level of 50 foot-candles at working surface height throughout the space. In addition, restroom lighting shall be 30 foot-candles measured at counter height and 20 foot-candles measured at the floor in enclosed corridors.

B. Exterior parking areas, vehicle driveways, pedestrian walkways and building perimeter shall have a minimum of 1 foot-candle measured at the ground of illumination and be designed based on Illumination Engineering Society standards. Exterior lighting shall be sufficient to accommodate security monitoring (i.e., closed circuit television camera).

C. The Lessor shall provide occupancy sensors and/or scheduling controls through building automation system to reduce the hours the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.

D. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Usable Square Feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control with an adjustable timer to control the amount of time the lighting is manually activated. Such switches shall be located by door openings in accordance with the Americans with Disabilities Act Architectural Barriers Act Accessibility Guidelines for Buildings and Facilities. (ADAABAAG)

6.15 SWITCHES

A. Switches shall be located on columns or walls by door openings in accordance with the requirements of ADAABAAG.

B. Multilevel switching shall be provided in all offices with two switches per bank of lights. The switching and ballasting in offices shall be installed so each switch controls a minimum of one lamp in each fixture. When using three-lamp light fixtures, switching shall provide a 33-percent lighting level with one switch on alone, a 66-percent lighting level with the second switch on alone, or a 100-percent lighting level with both switches on. When using four-lamp light fixtures, each switch shall control two lamps in each fixture providing a 50-percent lighting level with one switch on alone, or a 100-percent lighting level with both switches on.

C. Lighting in toilet rooms shall be switched (on/off) using automatic light control motion detector switches and a wall switch. Rooms with more than one means of ingress shall be provided with either three-way or four-way switches as appropriate.

6.16 ELEVATORS

A. The Lessor shall provide suitable passenger elevator service to all multilevel Government-leased space. Service shall be during the hours specified in the paragraph entitled "Normal Hours" in the Services, Utilities, Maintenance" section of this SFO. However, one passenger elevator shall be available at all times for Government use. The Government will be given 24-hour advance notice if the service is to be interrupted. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor must also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current edition of the American National Standard A17.1, for Elevators and Escalators, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall, and elevator lobby smoke detectors must not activate the building fire alarm system, but must signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current requirements of the American National Standard A17.2, Inspector's Manual for Elevators.

C. Safety Systems: Elevators are to be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and reach an emergency communication location manned during normal operating hours when the elevators are in service. When Government occupancy is three or more floors above grade, automatic elevator emergency recall is required.

D. Speed: The passenger elevators must have capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 125 ANSI/BOMA Usable square feet (11.61 m2) per person). Further, the dispatch interval between elevators during the up-peak demand period should not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls and floor must have a finish acceptable to the Contracting Officer.

SECTION 7 – SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, MAINTENANCE: GENERAL

The Lessor as part of the rental consideration shall provide services and maintenance. The Lessor must have a building superintendent or a designated local representative available to promptly correct deficiencies.

7.2 NORMAL HOURS

Services, utilities, and maintenance will be provided daily, extending from 6:00 pm to 6:00 am, except Saturdays, Sundays, and Federal holidays. Computer/radio/telecomm rooms shall require heating/cooling 24 hours per day, 7 days a week. Access to all space will be required 24 hours a day, 7 days a week.

7.3 ADDITIONAL SERVICES

Lessor will not be paid for any services, which are not authorized in advance by the Contracting Officer. Upon presentation of a properly certified invoice, payment will be made by the Government for services requested and furnished.

7.4 PLUMBING AND SEWAGE DISPOSAL SERVICES

Plumbing and sewage service must be provided and systems must be operated and serviced in conformity to state and local codes. Drinking water must meet all state regulations required of a public community drinking water system for primary and secondary contaminants even if the system classification is other than public community.

7.5 UTILITIES

A. *The Government will pay for all utilities required under this lease, except for water, sewer and trash collection, which will be the responsibility of the Lessor.* The Government shall have access to the leased space at all times, including the use of elevators, toilets, lights, and small business machines without additional payment.

B. The Lessor shall ensure that utilities necessary for operation are available. The Lessor shall provide separate meters for utilities to be paid for by the Government, and will provide written verification of the meter numbers and certification that these meters measure Government usage only. Proration is not permissible. When propane or an alternate gas requiring a storage tank is proposed, the Lessor shall be responsible for providing and installing the tank. Such alternate sources may be proposed only when public utilities are not available. If the initial lease is written to accept alternate sources of energy, which are not public utilities, and public utilities become available during the term of the lease, the Lessor agrees to convert the leased space to public utilities at his/her expense. Such conversion must be completed within 90 days of such public utilities becoming available.

7.6 OVERTIME UTILITIES (SEP 2000)

A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer. When ordered, services shall be provided at the hourly rate established in the contract, or through negotiation with the Contracting Officer.

C. When the cost of service is $2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than $2,000 shall be placed using GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3517, General Clauses, 552.232-75, Prompt Payment, and 552.232-70, Invoice Requirements (Variation), apply to all orders for overtime services.

D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

7.7 MAINTENANCE AND TESTING OF SYSTEMS

A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include those required for the building, the site, and any private access roads. All equipment and systems, that are part of the rental consideration, shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities or noises, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance testing and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate.

B. Without any additional charge, the Government reserves the right to require the Lessor or his representative to test once a year, with proper notice, such systems as fire alarm, sprinkler, emergency generator, etc., to ensure proper operation. Upon request, appropriate operations and maintenance shall be made available for the Government's review during these tests. A representative of the Contracting Officer shall witness these tests.

C. The Lessor shall provide the labor, material, and supervision to adequately maintain the structure, the roof, the exterior walls, windows, doors and any other necessary building appurtenances to provide watertight integrity, structural soundness, and acceptable appearance. All filters on HVAC systems will be replaced or cleaned quarterly or in accordance with the manufacturer's instructions, whichever is more frequent.

7.8 JANITORIAL SERVICES

The Lessor shall be responsible for the janitorial services of the leased space, public areas, and all the common areas and shall provide replacement of supplies.

A. Daily Services

Toilets

1) Floors shall be swept and wet-mopped or scrubbed.
2) Water closets and urinals shall be washed and sanitized. No rust or encrustation shall remain. Traps shall be maintained free from odor at all times. Washbasins shall be cleaned.
3) Mirrors, shelving, dispensers, and chromium fixtures shall be damp-wiped and polished.
4) All other surfaces shall be spot-cleaned and horizontal surfaces dusted.
5) Paper towel waste receptacles shall be emptied and towel, soap, and toilet paper dispensers serviced prior to occupant's working hours

Room Cleaning

1) Office areas, file rooms, libraries, conference rooms, food service area, and the corridor space adjacent to these areas shall receive the below listed daily cleaning.
2) Wastebaskets shall be emptied and the wastepaper and trash removed to main disposal area.
3) The floor area shall be spot swept to remove all obvious surface dirt from traffic areas and from under furniture. Exposed floor areas in partially carpeted offices are also to be spot swept.
4) Rugs or carpeted areas are to be spot vacuumed to remove all obvious surface dirt from traffic areas and from under furniture; carpets shall be cleaned with vacuum cleaners equipped with brushes and/or beater bars.

Lobbies and Corridors
1) Floors shall be swept or, if carpeted, vacuumed. Hard floors shall be wet-mopped or scrubbed and resilient floors damp-mopped and buffed on those floors having exterior building entrances. Drinking fountains shall be cleaned and paper cups replenished, if required.

Stairways
1) Stair landings and steps shall be swept or vacuumed. Hand railings, ledges, grilles, fire apparatus, doors, etc., shall be dusted.

Waste Collection and Removal
1) All refuse, trash and garbage, including that from break room and vending machines, shall be collected and removed from the building.

B. Weekly Services

Grounds, Sidewalks, and Garages
1) All sidewalks, parking areas, garages, driveways, lawns, and shrubbery shall be free from litter.

Storage Space
1) Sweep full floor area of any storage space.

Room Cleaning
1) Dust exposed surfaces of files, tables, desks, etc.
2) The full floor area is to be swept to remove all dirt, dust, and litter.
3) The full rug area is to be vacuumed to remove all dirt, dust, and litter. Carpets shall be cleaned with vacuum cleaners equipped with brushes and/or beater bars.

Lobbies and Corridors.
1) Resilient floors shall be damp-mopped and buffed and hard floors shall be scrubbed or wet-mopped on all floors not having exterior building entrances.

Outside Entrances
1) Landings, steps, and sidewalks adjacent to entrances shall be hosed down (except in freezing weather) and the water removed. All unpainted metal doors and handrails shall be damp-wiped.

Garage, Sidewalks, and Parking
1) Garages, ramps, driveways, paved parking areas, and sidewalks shall be swept. If a power sweeper is used, it must be equipped with a vacuum dust control system.

C. Every Other Week Services

Stairways
1) Steps, risers, and landings shall be wet-mopped or scrubbed; glass surfaces cleaned; bright metal and woodwork polished. Walls shall be spot-cleaned to a height of approximately 70".

D. Monthly Services

Restrooms
1) Wastepaper receptacles shall be damp-wiped inside and out. The full surface area of wall stall partitions, doors, window frames, and sills shall be damp-wiped. Toilet resilient floors shall be stripped, waxed, and buffed. Use nonslip floor wax.

Room Cleaning

1) Wall surfaces within approximately 70" of the floor, vertical surfaces, and under surfaces (knee wells, chair rungs, table legs, etc.) shall be dusted. Glass in doors, partitions, pictures, and bookcases shall be damp-wiped. On a monthly schedule in between the normal quarterly waxing performance, floors shall be damp-mopped and buffed.

Lobbies and Corridors
1) Main corridors and other heavy-traffic areas having resilient flooring shall be stripped, waxed, and buffed.

E. Quarterly Services (every 90 days)

Room Cleaning
1) Resilient flooring shall be stripped, waxed, and buffed. Use nonslip floor wax. In areas with rugs, the rugs shall be turned back to permit finishing underneath the rug for at least 1'.

Lobbies and corridors
1) Resilient flooring in normal traffic areas in public space shall be stripped, waxed, and buffed. Metal door thresholds shall be cleaned and polished.

F. Twice-a-year Services

Room Cleaning
1) All window glass, glass defectors, clear and opaque glass in partitions, doors, and transoms shall be washed. All carpets in corridors and lobbies shall be shampooed. Wash exposed areas of file cabinets.

Areaways and Roofs
1) Balconies, ledges, courts, areaways, and flat roofs shall be cleaned.

G. Annual Services

Room Cleaning
1) All blinds shall be cleaned. When removed for cleaning, the blinds shall be replaced within 5 days. All light fixtures shall be washed. All carpets in the office space shall be shampooed.

Triannual Service (every 3 calendar years)

1) All carpets in conference rooms, libraries, and any other similar type space shall be shampooed.
2) All drapes shall be cleaned once every 3 years during the repainting cycle.

H. Services to Be Performed As Required

Room Cleaning
1) Stains shall be removed from all carpets in the building.

Entrances
1) Entrance rugs shall be cleaned and shampooed as needed to provide a good appearance. During inclement weather, entrance lobby floors shall be damp-mopped to keep clean and dry.

Wastebaskets
1) The inside and outside surfaces of wastebaskets shall be washed or damp wiped as necessary to keep them in a clean condition.

Insect and Rodent Control
1) Furnish services necessary to exterminate rodents and insects in the building.

I. Supplies

1) Provide all necessary cleaning supplies, materials, and equipment. Furnish toilet supplies, such as toilet tissue, toilet soap and hand towels of a satisfactory quality suitable to the needs of the personnel.

2) Furnish and install replacement tubes, lamps, ballasts, and starters.

7.9 SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed.

7.10 SNOW AND ICE REMOVAL

Lessor is responsible for removal of snow and ice from entrances, exterior walks, and parking lots of the building before 6:00 am. Maintain entrances, sidewalks, including all designated accessible routes, and visitor parking as required during normal working hours if accumulation is greater than once inch. Chemicals or sand shall be used to reduce safety hazards due to ice and snow.

7.11 GARBAGE COLLECTION

The Lessor shall provide garbage collection units outside the building obscured from public view and also provide and pay for garbage pickup and disposal from the units.

7.12 LANDSCAPING and LANDSCAPE MAINTENANCE

Where topographical conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well adapted to local growing conditions. Drawings submitted with the offer must include a representation of the Offeror's landscaping scheme as well as spatial relationships of buildings, parking areas, and landscaped areas. After award the Contracting Officer shall approve the final landscaping plan to be provided.

The construction drawings after and specifications submitted by the successful Offeror must include the following: complete planting plans, sprinkler plan, topography contours with key spot elevations, and pedestrian plan. These shall be accompanied by any necessary details to support the construction of these elements or any other associated site amenities (i.e. benches, picnic tables, retaining walls, stairs, waste receptacles, etc.).

Plants selected shall be in character with the project site plant communities. Indigenous plants selected shall be nursery propagated from sources as close as practicable to the project area. Native plants collected from existing indigenous populations shall not be used unless they are salvaged from an area where they would otherwise be destroyed in the near-term. Where native plant seeds are to be used for federal projects, they should be unadulterated by other plant species. Lessor shall use landscaping products with recycled content as required by EPA's Comprehensive Procurement Guidelines for landscaping products. (www.epa.gov/cpg). The landscaping design and layout should support efforts to provide reasonable facility security.

Landscaped areas may be watered by means of a fully automatic underground sprinkling system. Landscaped areas shall be maintained throughout the year.
Weeds shall be removed from around building, parking areas, and fence borders. Lawns shall be mowed, edged, and watered. Shrubbery shall be trimmed and watered. Lawns and plantings shall be repaired or replaced as necessary to maintain a presentable appearance.

Maintenance includes, but is not limited to mowing, weeding, fertilizing, pruning, supplemental watering and applications of necessary herbicides, fungicides, and pesticides. Landscape management practices shall prevent pollution by: employing practices which minimize the need for fertilizers and pesticides.

The use of 2,4D and organophosphates is prohibited.

Any dead or dying plant material shall be replaced promptly with plants of a similar size and similar variety approved by the Contracting Officer.

7.13 RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, "*Compliance with Applicable Law*." In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

7.14 SECURITY

A. The Lessor shall provide a level of security, which reasonably deters loitering or disruptive acts in and around the leased space during duty and non duty hours.

B. The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, his contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.

C. If required, the Contracting Officer will furnish the Lessor with Form SF-87, "Fingerprinting Chart" and SF-85 "Questionnaire for Non-Sensitive Positions" to be completed for each employee and returned by the Lessor to the Contracting Officer or his designated representative within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for his assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor will be required to provide the same data within 10 working days from the addition of new employee(s) to the work force.

D. Contractors/subcontractors are not required to submit another set of these forms for employees previously cleared through this process while employed by a former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form SF-87 and SF-85 for every employee covered by this clause on a 3-year basis.

E. Off street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device. Locks on windows or doors leading to the fire escapes shall be a type that can easily be opened from within the building without any special knowledge or effort.

SECTION 8 – SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 FIRE PROTECTION AND LIFE SAFETY (MAY 2005)

A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, *Life Safety Code*, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.

B. Offered space shall provide unrestrictive access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit.

8.2 AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005)

A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For buildings in which any portion of the offered space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements of the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems*.

E. Definitions:

1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.

2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

8.3 FIRE ALARM SYSTEM (MAY 2005)

A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located.

B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code*. The fire alarm system wiring and

equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.

8.4 PORTABLE FIRE EXTINGUISHERS

Portable fire extinguishers meeting requirements of NFPA Standard No. 10 shall be provided and maintained by the Lessor. The Lessor shall provide initial and replacement charges for fire extinguishers. Inspection (quick check) and maintenance (thorough check) of these extinguishers shall be done in accordance with NFPA Standard No. 10.

8.5 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

8.6 SMOKE CONTROL AND DETECTION SYSTEMS

A. Smoke detectors shall be located in storage rooms, break rooms, mechanical areas, and public areas. All smoke detectors must be interwired with each other. An alternate power source is required for each smoke detector.

B. Engineered smoke control systems are required in buildings, which are to be constructed to meet SFO requirements, and will be 12 or more stories in height. Such systems shall be maintained with the Manufacturer's recommendations. While such systems are not required in existing buildings to be leased by the Government, they shall be maintained in accordance with the Manufacturer's recommendations if present.

8.7 EXIT AND EMERGENCY LIGHTING

Emergency lighting must provide at least 0.5-foot-candle of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building. The emergency lighting system used must be such that it will operate even if the public utility power fails.

8.8 FIRE DOORS

Fire doors shall conform to NFPA Standard No. 80.

8.9 SAFETY AIR CONTAMINANT LEVELS

Air contaminant levels (e.g. dust, vapor, fumes, and gases) shall not exceed those in 29 CFR 1910.1000 and 1910.1001. When actual concentration levels equal or exceed 50 percent of the levels in 29 CFR 1910, control actions shall be initiated. Ventilation systems having air streams which pass through water shall have the water treated with an EPA registered biocide to control etiological organisms.

8.10 INDOOR AIR QUALITY (JUL 2000)

A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO_2), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 parts per million (ppm) time-weighted average (TWA - 8-hour sample); CO_2 - 1000 ppm (TWA); formaldehyde - 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and heating, ventilating and air conditioning (HVAC) system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces, and adequately ventilate those spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint when requested to do so by the Contracting Officer.

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

E. The Lessor shall provide to the Government Materials Safety Data Sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Government' lease space, common building areas and ventilation systems and zones serving the leased space, and the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

8.11 ASBESTOS (SEP 2000)

A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building areas; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.

B. Definition. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet the conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.

D. Management Plan. If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and reoccupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

8.12 RADON IN AIR (SEP 2000)

A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 Pico Curies per liter (pCi/L), herein called "EPA's action concentration."

B. INITIAL TESTING:

(1) The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting

Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.

(2) Testing sequence. The Lessor shall measure radon by the standard test in subparagraph D(1), completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D(2).

(3) If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. CORRECTIVE ACTION PROGRAM:

(1) Program Initiation and Procedures.

(a) If either the Government or the Lessor detects radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.

(b) If either the Government or the Lessor detects a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.

(c) If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.

(d) The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation, which would affect the program or increase the radon concentration to or above the EPA action level.

(2) The Lessor shall perform the standard test in subparagraph D(1) to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D(2) to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.

(3) All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.

(4) If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

(1) Standard Test. Place alpha track detectors or ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only

devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.

(2) Short Test. Place alpha track detectors for at least 14 days, or electric ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

8.13 RADON IN WATER (SEP 2000)

A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods, which reduce the radon levels to below this action level.

8.14 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable Federal, State, and local environmental regulations.

SECTION 9 – SPECIAL REQUIREMENTS

9.1 SPACE REQUIREMENTS:

The Government is requesting space for the Nez Perce National Forest Supervisors Office, the Clearwater Ranger District, and the Zone Interagency Dispatch Center. The three entities will share space throughout the office building as well as maintaining their own identities in certain office areas. These spaces are all identified in Section 9 and throughout Exhibit 1.

Exhibit 1is a conceptual rendition, is not to scale, and is included not to dictate design but to graphically relate spatial relationships and traffic patterns. (Written performance specifications will govern inconsistencies between written and conceptual drawings.)

See Section 10 for listing of Exhibits and Forms

9.2 TYPE OF SPACE	TOTAL USABLE SQ FT	
OFFICE & RELATED		
Office – Private (Forest Supervisor)	150	
Office – Private (FS Staff)	600	(5 @ 120 sq ft each)
Office – Private (CO, Budget, NOAA)	360	(3 @ 120 sq. ft. each)
Office – Private (District Ranger)	150	
Office – Private (District Staff)	480	(4 @ 120 sq ft each)
Office – Private (Law Enforcement)	350	(4 employees)
Office – Private (Interagency Dispatch Supervisor)	120	
Open Office Space (Interagency Dispatch)	2750	(19 & 6 employees)
Open Office Space Supervisor Office	5350	
(44 Full time employees including the Executive Assistant @ 4400 sqft, 2 NOAA @ 200 sqft, 12 employees .5 FTE @ 600 sqft, and 10 seasonals @ 150 sqft)		
Open Office Space Clearwater RD Office	3450	
(25 Full time employees @ 2500 sqft, 10 employees .5 FTE @ 500 sqft, & 30 seasonals @ 450 sqft)		

See Exhibit #5. Open office space will have 73, 9x9 work stations and 12, 2 person 9x9 workstations

TOTAL OFFICE & RELATED SPACE (Usable) 13,760

SPECIAL PURPOSE SPACE		
Central Files/Copy/Printer Office Supplies/Mailroom	800	
Reception	400	(2 wrkstns, 1employee)
Computer/Telecom Room	300	
Breakroom	400	
Conference Room	1600	
Fire / Conference Room	800	
Conference Rooms	400	(2 @ 200 sq ft each)
ADP/Computer/Tape Storage Room	300	
Realty Spec Storage Room	100	
Secured Storage Room	100	
Fiscal/Planning/District Files Room	180	
Working Parent Room	120	
FS A/V Storage Room	60	
Maps/Copier Room	300	
TOTAL SPECIAL PURPOSE SPACE (Usable)	**5,860**	

***TOTAL OFFICE, RELATED, & SPECIAL PURPOSE SPACE (Usable) 19,620**

WAREHOUSE		
Warehouse	4,036	
Bath/Shower (per ADAABAAG code)		
Secure Storage Rooms	864	(6 @ 144 sq. ft each)
Auto Repair	1300	
Auto Repair Tool Room	170	
Warehouseman and Mechanic Office	200	
Water Lab	300	
Radio/Electronics Shop	400	
Radio/Electronics Storage	700	
Radio/Electronics Office	100	
Radio/Repair	200	
***TOTAL WAREHOUSE SPACE (Usable)**		**8,270**

WAREYARD

*Total **88,110**

(110 vehicles (70 Govt', 40 seasonal) @ 405 sqft + 43,560 sqft of misc. equipment and recreation storage)

PARKING: See also Section 9.4
9 Visitor, of which 1 is accessible
2 RV pull through space
134 Employee parking spaces of which 5 are accessible
110 Parking spaces in wareyard (70 Government and 40 Seasonal)

9.3 SPECIAL REQUIREMENTS

A. OFFICE: GENERAL

1) Provide natural lighting for as much interior spaces as practical.

2) The Government reserves the right to route telephone/data/radio cable throughout the space. Coordination during build out is required.

3) Provide a design that allows after hours use of the building for public meetings at the discretion of the resident government agencies. Public access during these times should be limited to the (1600 sq.ft.) conference room, break room, and public restrooms with all other office areas to be secured from public entry.

4) Front entrance door shall be ADAABAAG electric push button accessible.

5) Provide glazing units in all passageway doors.

6) All offices will have a minimum of STC 40 and conference rooms shall have acoustically-treated insulated interior walls to provide STC 50 unless otherwise noted.

7) If the location is not on a municipal water system, provide a water conditioning system.

8) All exterior entrances shall be accessed via Smart Card System. In addition, interior access doors to Law Enforcement, Communication/Data Room, and door from receptionist area to main office areas of the building shall be controlled with Smart Cards, with the ability to give public access to office area.

9) Interior offices without an exterior window shall have a door with glass to provide the maximum amount of natural light from adjacent interior spaces. Size to be determined by the Lessor with Government approval.

10) The Lessor shall provide and install a sound system with public address capability, similar and/or equivalent to Valcom V-2006A, with individually controlled speakers and associated wiring to a central location to be determined by the Government (typically Electronics/Telecommunications/ Computer equipment room), for all occupied space within the complex. The sound system will have public address capability to clearly hear public announcements in all habitable spaces used by employees, to include private offices, corridors, restrooms and exterior work spaces. The system will also permit the auxiliary input of recorded voice or music. The system shall permit the public address system to address the entire space at once, or to limit announcements to individual zones or any combination of zones with a minimum of central manipulation (including the Wareyard and Warehouse).

11) All windows shall be equipped with blinds.

12) Offices shall be located next to an exterior wall with windows wherever possible.

B. SUPERVISOR'S OFFICE AND CLEARWATER RANGER DISTRICT: GENERAL:

1) Forest Supervisor Office (150 sq.ft.)

2) Private Offices for Forest Supervisor's Staff, (8 at 120 sq.ft. each, 960 sq.ft. total)
   a. One of these rooms is to be within close proximity to the Reception Area.
   b. These offices shall be located near the Forest Supervisors Office.

3) Private Office for Interagency Dispatch Center Supervisor (120 sq.ft.)

a. If possible, this office should have windows facing north and west and be near the Dispatch Center.

4) **Zone Interagency Dispatch Center (2,750 sq.ft.)**
   a. Provide zoned HVAC capable of maintaining standard office temperatures with controls that maintains this area only.
   b. Ceiling mounted bracket or similar to mount TV/VCR, with upper wall mounted electrical outlet and cable connection.
   c. Provide hook-up for Cable Television. Monthly services to be provided by the Government.
   d. Need a minimum of two walls free for mounting of fire status control boards (25 total linear feet at a minimum).
   e. Provide three cat 6 cables per work station in dispatch.
   f. Provide 25 pair cables between each work station in dispatch.
   g. Provide an AC plug in for each computer work station in dispatch.
   h. If possible, this office should have windows facing north and west, to observe incoming weather.
   i. Provide lighting on three grids.

5) **Fire/Conference Room (800 sq.ft.) (to be shared)**
   a. Provide zoned HVAC capable of maintaining standard office temperatures with controls that can maintain this area separate from rest of building (for maximum occupancy of 53 people) with independent temperature control gauge.
   b. A telescoping flat-panel partition (minimum STC 45) that will allow the room to be separated in half.
   c. Provide independent lighting for each half of the conference room.
   d. Two-stage switch for dimming control on fluorescent lighting fixtures in Section 6.
   e. Room is to be column free.
   f. This room must be located close to the Interagency Dispatch Center.
   g. Provide and install a stainless steel double bowl sink in base cabinet with hot and cold dual controlled faucet, with 5 ft of counter space and cabinets with doors, above and below the sink. The sink area shall be made ADAABAAG accessible.
   h. Provide a presentation screen (minimum 7 ft) in the conference room for presentations.
   i. Provide an outlet in the conference room for a Government provided full size refrigerator near the sink.
   j. Provide four cabinets 6 to 8 ft high, 30" deep, 30" wide that are lockable and have adjustable shelves.

6) **Large Conference Room (1600 sq. ft.) (to be shared by the Supervisor's Office and the Clearwater Ranger District) Occupancy load requires two separate exits from this space.**
   a. Provide separately controlled and zoned HVAC capable of maintaining standard office temperatures with controls that can maintain this area separate from rest of building for maximum occupancy of 106.
   b. A telescoping flat-panel partition (minimum STC 45) that will allow the room to be separated in half).
   c. A telescoping flat-panel partition (minimum STC 45) that will allow the room to be divided into quarters.
   d. Provide 25 additional telecommunication drops (floor receptacles) for training/dispatch use. See specification 6.11 Electrical Distribution.
   e. Two-stage switch for dimming control on fluorescent lighting fixtures in addition to general light specifications in Section 6.
   f. Provide independent lighting for each quadrant of the conference room.
   g. Room is to be column free.
   h. Provide hook-up and outlet for Cable Television with ceiling mounted bracket or similar to mount TV/VCR. Monthly services to be provided by the Government

i. Provide a presentation screen (minimum 7 ft) in the conference room for presentations.

7) **Break Room (400 sq.ft.) (to be shared)**
   a. Provide and install a stainless steel double bowl sink in base cabinet with hot and cold dual controlled faucet. The sink area shall be made ADAABAAG accessible.
   b. Provide a minimum of 5 linear feet of uninterrupted counter space with 3 four-plex GFCI electrical wall outlets evenly spaced.
   c. Provide a minimum of 5 linear feet of base cabinets, with lockable double doors.
   d. Each cabinet will have 2 adjustable shelves.
   e. Provide vinyl composite flooring in the area in front of the sink and cabinet area. Minimum 5 ft depth in front of the sink and cabinet area.
   f. Provide adequate space and required electrical for two vending machines.
   g. Provide required electrical location for a Government-provided refrigerator next to cabinetry.

8) **Reception Area (400 sq.ft.) (to be shared)**
   a. A chime shall be installed on the front door entering the reception area to alert employees to the entrance of visitors.
   b. This space must be attached to the Central file, Mailroom.
   c. A built-in counter approximately 10' in length and 40" high and 30" deep shall be provided for the receptionist to serve as a place to deal with the public in providing information, laying out maps, posters and other literature, exchanging money, etc.
      1. Counter:
         - Counter should have filing bins and cabinets to store brochures, maps, etc.
         - At least three under-counter cabinets should lock, with internal adjustable shelving.
         - Counter must also provide for the receptionist to use the telephone, computer, and conduct business with the public.
         - Counter shall provide an easy, secure access to a security alert/panic button that will instantly alert the back office, at two locations to be determined by the Government.
         - Provide a low counter space at one end with open space under the counter to meet accessibility standards.
         - Provide 4-plex electrical outlets every 4 feet within the counter.
         - Counter shall have a laminate top, be enclosed on the public side (except the accessible portion which shall be recessed to comply with accessibility standards), and have open adjustable shelving on the receptionist side.

      2. Workstations:
         a. Provide two workstations approximately 3 feet wide by 60" in length. The workstations are located under the service counter
         b. The workstations will have one computer drop, one phone drop, 2 dual electrical outlets, and one dedicated analog phone drop for the credit card machine.
         c. The workstations are to be well lit and ergonomically designed. Provide a low counter space at one end to meet accessibility standards for the disabled.
         d. Provide a dedicated electrical circuit for a cash register at one work station.

   d. In the open reception area provide one data line for computer hookup, and one phone jack for public use.
   e. Lessor will provide and install brochure rack(s) in the front vestibule (120 s.f.) that meets ADAABAAG requirements, and shall match the Forest Service reception counter.

1. Clear acrylic front panels hold literature in place
2. Brochure "pockets" should be 9" wide x 11" high and 2" deep with removable acrylic dividers, which are used when displaying 4" brochures with a minimum of 62 pockets.

f. Design of Reception Area is to be approved by the Contracting Officer.

9) Central Files/Copy/Printer Room/Mailroom (800 sq.ft.) (to be shared)

a. Provide two dedicated outlets for copiers in addition to standard telecommunication requirements (phone and data).
b. Provide anti-static vinyl composite tile flooring.
c. Space must be connected to the Reception Area. The receptionist will need to be able to see if the public enters the reception area from this room.
d. Acoustically-treated slab-to-slab insulated interior partitioning to STC 50.
e. Provide two data outlets each and 1 duplex receptacle for each of 2 printers in a location to be determined by the Government.
f. Provide built-in cabinetry for storage of copier paper, 5 feet in length and 4 feet high, with adjustable shelving.
g. This room needs two doors, one for the receptionists, and one for the employees.

10) ADP/Computer Work Rm/Tape Storage (300 sq.ft) (To be shared)

11) Maps/Copier Room (300 sq.ft.)

a. Provide two outlets for plotters/maps copy machines.
b. Provide two outlets for standard copy machines.

12) Computer Telecomm Room (300 sq.ft.) (To be shared by Supervisor's Office and Clearwater Ranger District)

a. Access to this room will be accessed via Smart Card system.
b. Provide 10 linear feet of unobstructed wall space for the installation of LAN/WAN/Voice/radios. Mount ¾" plywood, coated with fire retardant paint along entire wall next to LAN/WAN/Voice/radio cabinets.
c. Provide one dedicated 120 volt, 30 AMP circuit with "true" earth ground terminated into a NEMA L5-30R twist-locking receptacle. The receptacle shall be located within a maximum distance of 4 feet from the back of the LAN/WAN/Voice cabinet.
d. Six 110 vac duplex electrical outlets on a separate circuit.
e. Provide anti-static vinyl composite tile flooring.
f. No windows or skylights to this space.
g. No utility or janitor sinks allowed in this space.
h. Light fixtures in this space shall be capable of producing and maintaining a uniform lighting level of 80 foot-candles at 5 feet above floor level.
i. Provide a 120/240 volt, 1-phase load center with a minimum of a 60-ampere shunt trip main breaker and an isolated ground along with the equipment ground. Provide surface metal raceway with divider equivalent to wire mold G-6000 around the room perimeter. The top half of the raceway shall be reserved for data lines and shall contain the required workstation interfaces (WSI). Mount two hubble IF-2710 isolated ground twist lock receptacles on two separate circuits and six duplex 20 ampere isolated ground receptacles on three separate circuits in the bottom half of the raceway. A 1.25 inch conduit shall be installed from the computer room to the reception counter to support radio and/or telephone equipment. All bends shall be sweeping – no elbows are permitted.
j. Provide 8 linear feet of unobstructed wall space for the installation of radio equipment.
k. Twelve 110 vac duplex electrical outlets on a separate circuit for use with radio equipment.
l. Provide a one-hour fire rated room. The Forest Service will furnish its own telephone, computer, and radio systems with the exception of the wiring as required herein. See attached wiring specification 16745 for more detailed wiring instructions.
m. Provide separately zoned HVAC capable of maintaining standard office temperature.

n. Voice and data outlets at spacing intervals specified in Section 6.12.
o. Electrical outlets at spacing intervals specified in Section 6.11. The room shall also have floor receptacles at spacing intervals specified in Section 6.11.
p. Provide Two cat 6 cables per work station.
q. Provide an AC plug in at each work station.

13) Small Conference Rooms – (2 @ 200 sq. ft., 400 sq. ft. total) (to be shared)
a. Provide data, telephone, and electrical outlets to meet code.
b. See Section 6.15 for two stage switching requirements.
c. Locate one 200 sq. ft. conference room within the Clearwater Ranger District area and one 200 sq. ft conference room within the Supervisor's Office work area.
d. Provide at least one floor outlet in each conference room.

14) Law Enforcement Offices (350 usable sq. ft., 438 sq.ft. rentable; circulation space needs to remain in this space)
a. Within this area, provide 1 office – at 100 rentable sq. ft.
b. Within this area, provide 1 lockable closet area approximately 60 rentable sq. ft. for criminal evidence storage.
c. Within this area, provide 278 rentable sq. ft. of open office space.
d. Provide communication/data drops for 3 employees within the open work area with adequate electrical outlets.
e. Interior entrance door needs Smart Card reader.
f. This office will need floor strength to support a Schwab 5000 four drawer file safe that weighs 670 pounds.

15) FS A/V Storage Room (60 sq. ft.)
a. Located in the shared, common use area.
b. Provide a locking door.

16) LA/Realty Spec Storage Room (100 sq. ft.)
a. Located in the shared common use area.
b. Provide a locking door.

17) Secured Storage Room (100 sq. ft.)
a. Locate in the shared, common use area.
b. Provide a locking door.

18) Fiscal/Planning/District File Room (180 sq. ft.)
a. Provide a locking door.
b. Provide two dedicated outlets for copiers in addition to standard telecommunication requirements (phone and data).

19) Working Parent Room (120 sq. ft.)

20) Computer Support Room for three employees (300 sq. ft.)
a. This room will have 3 system/modular furniture workstations.

C. **WAREHOUSE:** (approximately 8,270 sq.ft)

(1) **WAREHOUSE STORAGE (4,036 sq.ft.)**

a. Aprons are not to be included as part of the driveway access.
b. The heating system utilized shall be gas forced air and must be capable of maintaining a temperature of 55 degrees Fahrenheit minimum throughout the space.
c. The floor shall be constructed of sealed concrete, except in bathroom/shower area.
d. Two exterior personnel doors with proximity card reader measuring a minimum of 3' x 6'8" will be required.
e. Provide speaker and sound system to support office system.
f. Must be able to access all warehouse space through interior doors.
g. Provide one frost proof water hydrant (with vacuum breaker) at one end of the warehouse building to fill Engines (approximately 40 gpm capacity), and one attached outside faucet at other end of the building.
h. Two outside electrical outlets located on the front of the warehouse/shop.
i. A loading dock
j. A minimum of 16 feet clear ceiling height is required in warehouse space.
k. Provide one overhead coiling door for access between the loading dock and the warehouse storage.

(2) **AUTO REPAIR SHOP (1,300 sq. ft.)**

a. A minimum of 16 feet clear ceiling height is required in the two Auto Repair bays.
b. Provide normal sloping concrete floor for drainage out bay doors
c. Provide and install two 12' wide x 14' high insulated overhead garage doors and electric openers with light panels.
d. Space must have a clear span, unobstructed by the presence of any pillars, columns, or other support structure.
e. Sealed concrete slab to support a 26,000 lb GVW engine.
f. Provide one dedicated 220 vac 30 amp outlet.
g. Provide exhaust fan at tool area to meet code necessary for tool sharpening and chainsaw repairs.
h. Two phone outlets.
i. Minimum dimensions will be 43' x 30'.
j. Install a 4 post hoist, 15,000 pound lift capable.
k. Do not provide a floor drain in the auto repair shop.
l. Provide a sloping floor to drain to the exterior overhead garage doors.

(3) **AUTO REPAIR TOOL ROOM (170 sq. ft.)**

a. Attach to Auto Repair Shop and next to Warehouseman and Mechanics Office.

(4) **WAREHOUSEMAN AND MECHANICS OFFICE (200 sq. ft.)**

a. Attached to Auto Repair Shop
b. 2 computer and 2 phone outlets

(5) **BATHROOM/SHOWER:**

a. Provide 1 individual shower stall in each restroom and a 3-foot bench adjacent to each shower stall. Each area will have one wall-mounted double shower hook.
b. Provide industrial composite vinyl flooring, and water resistant wall material
c. Meet accessibility standards, ADAABAAG.

(6) **SECURED STORAGE (6) each at 144 sq. ft: (Total 864 sq. ft.)**

a. 1 room each for Engineering, Ecosystems, Natural Resources, Fire, Public Affairs, & Fleet
b. The Public Affairs storage room requires a 48sqft lockable closet for Map Storage.

(7) **WATER LAB (300 sq. ft.)**

a. Provide hot/cold running water with a large deep sink.

b. Provide 15 ft of counter space with cabinets above and below the counter space.
c. The cabinets must be installed with doors.
d. Provide a vinyl floor.
e. 4 GFCI electrical outlets, one on each wall are required.
f. This area must be heated.
g. Provide a 15 ft long set of adjustable shelves on wall opposite sink and counter space.

(8) **RADIO / ELECTRONICS STORAGE (400 sq. ft.)**

(9) **RADIO / ELECTRONICS SHOP (700 sq. ft.)**
a. This bay needs to be at least 27 feet in length to accommodate one vehicle.
b. Provide a 12 ft by 12 ft overhead coiling door.
c. Provide approximately 400 sq. ft of ground, external to the radio warehouse shop for 4 operational 45 ft each, Government furnished communication towers.

(10) **RADIO / ELECTRONICS OFFICE (100 sq. ft.)**
a. Provide one phone and one computer outlet

(11) **RADIO REPAIR (200 sq. ft.)**
a. Provide one phone and one computer outlet

NOTE: Separate keys are required for each area with one Master Key as follows: Radio Shop, Water Lab, Auto Repair, Warehouse, Fleet, Engineering, Ecosystems, Fire, Public Affairs, Natural Sciences, and Map Storage.

D. SITE: GENERAL

1) Provide a graveled or grass exterior employee break area large enough for three Government-provided picnic tables that is obscured from public view and in a location that takes advantage of solar gain. Locate this area convenient to an office rear entrance.

2) Provide a concrete pad and weather enclosed backup generator that will provide back up to the dispatch center, radio shop, and main office. Secure the generator to the concrete pad.

3) If city water and sewer are not available, proposed systems must meet State code and be reviewed and approved by the Contracting Officer. All utility lines will be underground.

4) Provide two frost-proof water yard hydrants (with vacuum breaker) at locations to be determined by the Government.

5) Provide photocell lighting to illuminate around the entire complex with a minimum of 1 foot candle at ground level. Lighting shall be installed so that it is directed within the perimeter of the facility and toward the ground. No lighting is to be directed above the light fixture.

6) Space shall be provided in front of the building for two standard USDA- Forest Service administrative site signs (2 bases at 100 sq. ft each for the Supervisor's Office and the Clearwater Ranger District). Also provide 90 sq. ft for an Interagency Dispatch Center/Fire Danger/General Information Display sign. All to meet city-zoning ordinances. The Government will furnish the signs, bases, and any installation necessary for mounting the signs.

9.4 PARKING/WAREYARD REQUIREMENTS

1) Visitor Parking: Provide 9 visitor parking spaces, of which at least 1 shall be accessible for the disabled, located nearest to the public entrance and on a barrier-free access route. Additionally, provide two pull-through parking spaces for recreational vehicles. Visitor parking must not be encumbered by traffic from Forest Service vehicles or employee vehicles.

2) The entrance to the visitor parking area shall have two points of ingress/egress.

3) Wareyard/Parking: 88,110 square feet
Provide gravel surfaced space for 110 vehicles (70 Government, 40 seasonal vehicles @ 405 sqft) for a total of approximately 44,550 square feet of parking, plus 43,560 sqft of miscellaneous equipment and recreation storage.

4) Security Fencing: The security fence shall encompass the entire complex (less office building, visitor parking, employee parking, and possibly the warehouse, design dependent) and be 8 feet high. Two 20-foot wide entrance gates shall be installed. These gates are not to be located adjacent to each other. If the gate provided is a swing-style gate it shall have a mechanism to lock the gate in the open position. Design must consider ease of snow removal and snow storage. Security fence should be 8 ft total height (6 ft chain link and outward sloping 2 ft high triple strand barbed wire).

5) Wareyard drive through entrance gate must have a proximity card reader mounted on a pedestal to allow control from vehicles for entry and exit. Drive through exit gate must have a proximity card reader mounted on a pedestal to provide control of vehicles exiting. Personnel gate must also have Smart card proximity reader.

6) Employee Parking: Offerors shall provide 134 employee parking spaces, of which at least 5 shall be accessible for the disabled, located nearest to the employee entrance and on a barrier-free access route.

7) The wareyard and warehouse shall be accessible for deliveries by 30' freight trucks.

8) NOTE: OTHER THAN LANDSCAPED AREAS, ALL EMPLOYEE PARKING AREAS, APPROACHES AND ROADS TO THE FACILITY, ETC. MUST BE PAVED.

9) NOTE: WAREYARD VEHICLE PARKING MUST BE GRAVEL SURFACED.

SECTION 10 – FORMS & EXHIBITS

10.1 FORMS & EXHIBITS

GSA-1364, Proposal to Lease Space

Attachment No. 1 Continuation of AD-1364

GSA-1217, Lessors Annual Cost Statement

GSA-3516A, Solicitation Provisions

GSA-3517B, General Clauses

GSA-3518, Representations and Certifications

Standard Form 2, U. S. Government Lease for Real Property

Exhibit 1 – Conceptual Office & Warehouse Design

Exhibit 2 – Smart Card Requirements

Exhibit 3 – Voice and Data Wiring System

Exhibit 4 – Davis-Bacon Wage Determination

Exhibit 5 – Systems / Modular Furniture

SOLICITATION PROVISIONS
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (MAR 1998)

(a) Definitions. As used in this provision—

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

(i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and
(ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.

(i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:

(A) It was sent by registered or certified mail not later than the 5th calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).
(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.
(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays.
(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.
(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.
(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.

(4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

(7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

126

(d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets].

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(e) Lease award.

(1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
(2) The Government may reject any or all proposals if such action is in the Government's interest.
(3) The Government may waive informalities and minor irregularities in proposals received.
(4) The Government intends to evaluate proposals and award a lease after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
(6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
(7) The unconditional written acceptance of an offer establishes a valid contract.
(8) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;
(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
(iii) A summary of the rationale for award.

2. 52.222-24 - PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of $10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of $10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

3. 552.270-3 - PARTIES TO EXECUTE LEASE (SEP 1999)

(a) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of his power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

(b) If the Lessor is a partnership, the lease must be signed with the partnership name, followed by the name of the legally authorized partner signing the same, and, if requested by the Government, a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.

(c) If the Lessor is a corporation, the lease must be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority so to act shall be furnished.

4. 52.233-2 - SERVICE OF PROTEST (AUG 1996) (VARIATION)

(Applies to leases over $100,000 average net annual rental, including option periods.)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

5. 552.233-70 - PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)

(Applies to leases over $100,000 average net annual rental, including option periods.)

(a) The following definitions apply in this provision:

"Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

"Deciding official" means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.

(b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.

(c) A protest filed directly with the General Services Administration (GSA) must:

(1) Indicate that it is a protest to the agency.
(2) Be filed with the Contracting Officer.
(3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
(4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
(5) Include the information required by FAR 33.103(d)(2):

(i) Name, address, fax number, and telephone number of the protester.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.



(vii) All information establishing that the protester is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).

(d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.

(e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.

(f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.

(h) The following procedures apply to information submitted in support of or in response to an agency protest:

(1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
(2) GSA procedures do not provide for any discovery.
(3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.
(4) Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
(5) If the agency makes a written response to the protest, the following filing requirements apply:

(i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.

(ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.

(i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.

(k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.

(m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

6. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: [insert telephone number].

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

7. FLOOD PLAINS AND WETLANDS (APR 1984)

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined it to be the only practicable alternative.



GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.		CL
DEFINITIONS	1	552.270-4	Definitions (Variation)	
GENERAL	2	552.270-5	Subletting and Assignment	
	3	552.270-11	Successors Bound	
	4	552.270-23	Subordination, Nondisturbance and Attornment	
	5	552.270-24	Statement of Lease	
	6	552.270-25	Substitution of Tenant Agency	
	7	552.270-26	No Waiver	
	8	552.270-27	Integrated Agreement	
	9	552.270-28	Mutuality of Obligation	
PERFORMANCE	10	552.270-17	Delivery and Condition	
	11	552.270-18	Default in Delivery—Time Extensions (Variation)	
	12	552.270-19	Progressive Occupancy	
	13	552.270-21	Effect of Acceptance and Occupancy	
	14	552.270-6	Maintenance of Building and Premises—Right of Entry (Variation)	
	15	552.270-10	Failure in Performance	
	16	552.270-22	Default by Lessor During the Term	
	17	552.270-7	Fire and Casualty Damage	
	18	552.270-8	Compliance with Applicable Law	
	19	552.270-12	Alterations	
	20	552.270-29	Acceptance of Space (Variation)	
INSPECTION	21	552.270-9	Inspection—Right of Entry	
PAYMENT	22	52.204-7	Central Contractor Registration (Variation)	
	23	552.232-75	Prompt Payment	
	24	552.232-76	Electronic Funds Transfer Payment (Variation)	
	25	552.232-70	Invoice Requirements (Variation)	
	26	52.232-23	Assignment of Claims	
	27	552.270-20	Payment (Variation)	
STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees	
	29	52.203-7	Anti-Kickback Procedures	
	30	52.223-6	Drug-Free Workplace	
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity	
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data	
	33	552.270-13	Proposals for Adjustment	
	34	552.270-14	Changes (Variation)	
AUDITS	35	552.215-70	Examination of Records by GSA	
	36	52.215-2	Audit and Records—Negotiation	
DISPUTES	37	52.233-1	Disputes	

INITIALS: _____ & _____
LESSOR GOVERNMENT

GSA FORM 3517B PAGE 1 (REV 11/05)

LABOR STANDARDS	38	52.222-26	Equal Opportunity
	39	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
	40	52.222-21	Prohibition of Segregated Facilities
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
	42	52.222-36	Affirmative Action for Workers with Disabilities
	43	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
SUBCONTRACTING	44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
	45	52.215-12	Subcontractor Cost or Pricing Data
	46	52.219-8	Utilization of Small Business Concerns
	47	52.219-9	Small Business Subcontracting Plan
	48	52.219-16	Liquidated Damages—Subcontracting Plan

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: _____ & _____
LESSOR GOVERNMENT

GSA FORM 3517B PAGE 2 (REV 11/05)

132

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. **552.270-4 DEFINITIONS (SEP 1999) (VARIATION)**

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

(a) "Commencement Date" means the first day of the term.

(b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.

(c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.

(e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.

(f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
(1) acts of God or of the public enemy,
(2) acts of the United States of America in either its sovereign or contractual capacity,
(3) acts of another contractor in the performance of a contract with the Government,
(4) fires,
(5) floods,
(6) epidemics,
(7) quarantine restrictions,
(8) strikes,
(9) freight embargoes,
(10) unusually severe weather, or
(11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.

(g) "Lessor" means the sub-lessor if this lease is a sublease.

(h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.

(i) "Notice" means written notice sent by certified or registered mail, Express Mail or Comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.

(j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.

(l) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

(m) "Usable square feet" means the ANSI/BOMA Z65.1-1996 definition for BOMA usable office area, which means "The area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

(n) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

INITIALS: _____ & _____
LESSOR GOVERNMENT

2. **552.270-5 SUBLETTING AND ASSIGNMENT (SEP 1999)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

3. **552.270-11 SUCCESSORS BOUND (SEP 1999)**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. **552.270-23 SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999)**

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. **552.270-24 STATEMENT OF LEASE (SEP 1999)**

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. 552.270-26 NO WAIVER (SEP1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-27 INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-17 DELIVERY AND CONDITION (SEP 1999)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.

(b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-18 DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999) (VARIATION)

(a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:

(1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases,

in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.

(3) Other, additional relief provided for in this lease, at law, or in equity.

(b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.

(c) Delivery by Lessor of less than the minimum ANSI/BOMA Office Area square footage required by this lease shall in no event be construed as substantial completion, except as the Contracting Officer permits.

(d) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

12. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-21 EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-6 MAINTENANCE OF BUILDING AND PREMISES—RIGHT OF ENTRY (SEP 1999) (VARIATION)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-10 FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide

any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-22 DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

(1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.

(2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

17. 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 1999)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, as determined by the Government; the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. 552.270-29 ACCEPTANCE OF SPACE (SEP 1999) (VARIATION)

(a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.

(b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Office Area square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-9 INSPECTION—RIGHT OF ENTRY (SEP 1999)

(a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:

(1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers;
(2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
(3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
(4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.

(b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)

(a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Offeror" means the owner of the property offered, not an individual or agent representing the owner.

"Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active."

(b) (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee must be registered with D&B and in the CCR database prior to

award, during performance, and through final payment of any contract resulting from this solicitation.

(2) The Offeror shall enter in the appropriate block, on the GSA Form 3518, entitled Representations and Certifications, the legal entity's name and address, followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.

(c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number—
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:
(i) Company legal business.
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(iii) Company Physical Street Address, City, State, and ZIP Code.
(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
(v) Company Telephone Number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide the responsible Contracting Officer a fully revised and initialed/signed GSA Form 3518, entitled Representations and Certifications, along with written notification of its intention to (A) change the name in the CCR database; and (B) provide the Contracting Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

23. 552.232-75 PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date.*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
(i) Name and address of the Contractor.
(ii) Invoice date.
(iii) Lease number.
(iv) Government's order number or other authorization.
(v) Description, price, and quantity of work or services delivered.
(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than $1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

24. 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)

(a) The Government will make payments under this lease by electronic funds transfer (EFT). The Lessor must, no later than 30 days before the first payment:

(1) Designate a financial institution for receipt of EFT payments.

(2) Submit this designation to the Contracting Officer or other Government official, as directed.

(b) The Lessor must provide the following information:

(1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit Form SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, before payment can be processed.

(c) If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the:

(1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.

(2) Lessor's name.

(3) Lease number.

(e) Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

25. 552.232-70 INVOICE REQUIREMENTS (SEP 1999) (VARIATION)

(This clause is applicable to payments other than rent.)

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.

(b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

(c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

26. 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Applicable to leases over $2,500.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

27. 552.270-20 PAYMENT (SEP 1999) (VARIATION)

(a) When space is offered and accepted, the ANSI/BOMA Office Area square footage delivered will be confirmed by:

(1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Office Area square footage stated in the lease.

(c) If it is determined that the amount of ANSI/BOMA Office Area square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Office Area square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

28. 552.203-5 COVENANT AGAINST CONTINGENT FEES (FEB 1990)

(Applicable to leases over $100,000.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from

the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

29. 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applicable to leases over $100,000 average net annual rental, including option periods.)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price

charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed $100,000.

30. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) *Definitions*. As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—
   (i) The dangers of drug abuse in the workplace;
   (ii) The Contractor's policy of maintaining a drug-free workplace;
   (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
   (i) Abide by the terms of the statement; and
   (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
   (i) Taking appropriate personnel action against such employee, up to and including termination; or
   (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

31. 552.203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applicable to leases over $100,000.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than

30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

32. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applicable when cost or pricing data are required for work or services over $500,000.)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—
(1) The actual subcontract or
(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
(ii) An offset shall not be allowed if—
(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the

available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

33. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds $100,000. The proposal, including all subcontractor work, will contain at least the following detail—

(1) Material quantities and unit costs;

(2) Labor costs (identified with specific item or material to be placed or operation to be performed;

(3) Equipment costs;

(4) Worker's compensation and public liability insurance;

(5) Overhead;

(6) Profit; and

(7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding $500,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds $500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

34. 552.270-14 CHANGES (SEP 1999) (VARIATION)

(a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

(1) Specifications (including drawings and designs);

(2) Work or services;

(3) Facilities or space layout; or

(4) Amount of space, provided the Lessor consents to the change.

(b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:

(1) A modification of the delivery date;

(2) An equitable adjustment in the rental rate;

(3) A lump sum equitable adjustment; or

(4) An equitable adjustment of the annual operating costs per ANSI/BOMA Office Area square foot specified in this lease.

(c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

(d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

35. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding $100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

36. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) *Comptroller General.*

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

37. 52.233-1 **DISPUTES (JUL 2002)**

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted

is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.
(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

38. 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(Applicable to leases over $10,000.)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall

not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
(i) Employment;
(ii) Upgrading;
(iii) Demotion;
(iv) Transfer;
(v) Recruitment or recruitment advertising;
(vi) Layoff or termination;
(vii) Rates of pay or other forms of compensation; and
(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100, (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase

order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

39. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

(Applicable to leases over $10,000,000.)

If a contract in the amount of $10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of $10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

40. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Applicable to leases over $10,000.)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

41. 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(Applicable to leases over $25,000.)

(a) *Definitions*. As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
  (i) Rated at 30 percent or more; or
  (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
  (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
  (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.*

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—
  (i) Recruitment, advertising, and job application procedures;
  (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  (iii) Rate of pay or any other form of compensation and changes in compensation;
  (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  (v) Leaves of absence, sick leave, or any other leave;
  (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and

other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) *Listing openings.*

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) *Postings.*

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) *Noncompliance*. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) *Subcontracts*. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

42. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(Applicable to leases over $10,000.)

(a) *General*.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;
(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
(iii) Rates of pay or any other form of compensation and changes in compensation;
(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
(v) Leaves of absence, sick leave, or any other leave;
(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
(viii) Activities sponsored by the Contractor, including social or recreational programs; and
(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings*.

(1) The Contractor agrees to post employment notices stating—

(i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and
(ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) *Noncompliance*. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

43. 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(Applicable to leases over $25,000.)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

44. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(Applicable to leases over $25,000.)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

45. 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applicable when the clause at FAR 52.215-10 is applicable.)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

46. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(Applicable to leases over $100,000 average net annual rental, including option periods.)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further

the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—
  (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

47. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)

(Applicable to leases over $500,000.)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the Offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the Offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

(d) The Offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned

small business;
(v) Total dollars planned to be subcontracted to HUBZone small business concerns;
(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
(i) Small business concerns;
(ii) Veteran-owned small business concerns;
(iii) Service-disabled veteran-owned small business concerns;
(iv) HUBZone small business concerns;
(v) Small disadvantaged business concerns; and
(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
(i) Small business concerns;
(ii) Veteran-owned small business concerns;
(iii) Service-disabled veteran-owned small business concerns;
(iv) HUBZone small business concerns;
(v) Small disadvantaged business concerns; and
(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $500,000 ($1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will—
(i) Cooperate in any studies or surveys as may be required;
(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone

small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business,

HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—

(1) The master plan has been approved;

(2) The Offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the Offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns"; or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts.* This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report.* This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

48. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over $500,000.)

(a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number R1-06-07	Dated 9-18-06

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.

(2) The small business size standard is $17.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The Offeror represents as part of its offer that it [X] is, [ ] is not a small business concern.

(2) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents, for general statistical purposes, that it [ ] is, [X] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents as part of its offer that it [ ] is, [X] is not a women-owned small business concern.

(4) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents as part of its offer that it [X] is, [ ] is not a veteran-owned small business concern.

(5) [*Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The Offeror represents as part of its offer that it [ ] is, [X] is not a service-disabled veteran-owned small business concern.

(6) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents, as part of its offer, that—

(i) It [ ] is, [X] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [X] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:* _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled

INITIALS: _____ & _____
LESSOR GOVERNMENT

165

veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. **52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [ ] is a women-owned business concern.

3. **52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

(Applicable to leases over $10,000.)

The Offeror represents that—

(a) It [X] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [X] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. **52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

(Applicable to leases over $10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

(a) It [X] has developed and has on file, [ ] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. **52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(Applicable to leases over $100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above Gerry Peterson Construction Manager [Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

INITIALS: _____ & _____
LESSOR GOVERNMENT

6. **52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(Applicable to leases over $100,000.)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

7. **52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(Applicable to leases over $100,000 average net annual rental, including option periods.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [ ] are not [X] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [X], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [X] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [X], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within

a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[ ] TIN: SS# 517-34-0616
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

[X] Sole proprietorship;
[ ] Partnership;
[ ] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;
[ ] International organization per 26 CFR 1.6049-4;
[ ] Other _____

(f) *Common Parent.*

[X] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
[ ] Name and TIN of common parent:

Name _____

TIN _____

9. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number—
  (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
  (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:
  (i) Company legal business name.
  (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  (iii) Company physical street address, city, state and zip code.
  (iv) Company mailing address, city, state and zip code (if separate from physical).
  (v) Company telephone number.
  (vi) Date the company was started.
  (vii) Number of employees at your location.
  (viii) Chief executive officer/key manager.
  (ix) Line of business (industry).
  (x) Company Headquarters name and address (reporting relationship within your entity).

10. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 13734 9952

11. CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the

INITIALS: _____ & _____
LESSOR GOVERNMENT

Internet at http://www.ccr.gov. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

Registration is active. Yes [ ] No [ ] Will register [ ]

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
Harold Mildenberger Gerry Peterson	Harold Mildenberger Box 630 Hamilton, MT. 59840 Signature	406-363-4100 406-370-0466 9-16-06. Date

INITIALS: _____ & _____
LESSOR GOVERNMENT

GSA FORM 3518 PAGE 7 (REV 7/04)

171

United States Department of Agriculture	Supplemental Agreement No. 1	Date : September 18, 2007
SUPPLEMENTAL LEASE AGREEMENT	To Lease No. 57-0343-7-NE03	

Address of Premises: **Nez Perce Supervisor's Office/Clearwater Ranger District/Interagency Dispatch, Grangeville, ID**

THIS AGREEMENT, made and entered into this date by and between Grangeville Investments LLC whose address is **Box 630, Hamilton, MT 59840**

hereinafter called the Lessor, and the United States of America, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective **September 18, 2007 as follows:**

To include changes prior to occupancy for lump sum payment after acceptance of space by the Forest Service:

Install a 40' radio tower, base and multiple Government furnished antennae s at the warehouse. (see attached invoice for more information)

Total of the attached changes due to Lessor = $55,000.00

Lump sum payment will be made upon execution of the Lease.

The lessor hereby waives any future rights to restoration as a result of the alterations described above, effective this 9/18 **day of** Sept. **, 2007.**

Lessor Signature and Title: _____

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

By _____ (Signature) Managing member (Title)

In Presence of

Mary T Borden (Signature) 106 Lyndale, Hamilton, MT (Address)

UNITED STATES OF AMERICA

_____ (Signature) Contracting Officer (Official Title)

United States Department of Agriculture	Supplemental Agreement No. 2	Date : September 18, 2007
SUPPLEMENTAL LEASE AGREEMENT	To Lease No. 57-0343-7-N 03	

Address of Premises: **Nez Perce Supervisor's Office/Clearwater Ranger District/Interagency Dispatch, Grangeville, ID**

THIS AGREEMENT, made and entered into this date by and between **Grangeville Investments LLC** whose address is **Box 630, Hamilton, MT 59840**

hereinafter called the Lessor, and the United States of America, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective **September 18, 2007 as follows:**

To include changes prior to occupancy for lump sum payment after acceptance of space by the Forest Service:

See attached changes of this SLA.

Total of the attached changes due to Lessor = $25,951.00

Lump sum payment will be made upon execution of the Lease.

The lessor hereby waives any future rights to restoration as a result of the alterations described above, effective this 9/18 **day of** Sept. **, 2007.**

Lessor Signature and Title: _____

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

By _____ Managing member
(Signature) (Title)

In Presence of

_____ 106 Lyndale, Hamilton, MT
(Signature) (Address)

UNITED STATES OF AMERICA

_____ Contracting Officer _____
(Signature) (Official Title)

USDA DC 68-1176 AD Form 276 (Rev. 9/85)

United States Department of Agriculture	Supplemental Agreement No. 3	Date : **November 8, 2007**
SUPPLEMENTAL LEASE AGREEMENT	To Lease No. **57-0343-7-NE03**	

Address of Premises: **Nez Perce Supervisor's Office/Clearwater Ranger District/Interagency Dispatch, 104 Airport Road and Warehouse, 103 Airport Road, Grangeville, ID 83530**

THIS AGREEMENT, made and entered into this date by and between **Grangeville Investments LLC** whose address is **Box 630, Hamilton, MT 59840**

hereinafter called the Lessor, and the United States of America, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective **October 22, 2007** as follows:

The Government shall pay the **Lessor** the agreed upon lump sum of **$14,221.14** in arrears (10 days x $2,031.59 rent/day = $20,315.91 x 70% = $14,221.14 rounded), this represents **70%** completion during Government occupancy starting **October 22, 2007 through October 31, 2007**.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

By _____ (Signature) _____ (Title)

In Presence of

_____ (Signature) 106 Lyndale, Hamilton, MT (Address)

UNITED STATES OF AMERICA

_____ (Signature) Contracting Officer (Official Title)

USDA DC 68-1176 AD Form 276 (Rev. 9/85)

United States Department of Agriculture	Supplemental Agreement No. 4	Date : **January 24, 2008**
SUPPLEMENTAL LEASE AGREEMENT		To Lease No. **57-0343-7-NE03**

Address of Premises: **Nez Perce Supervisor's Office/Clearwater Ranger District/Interagency Dispatch, Grangeville, ID**

THIS AGREEMENT, made and entered into this date by and between **Grangeville Investments LLC** whose address is **Box 630, Hamilton, MT 59840**

hereinafter called the Lessor, and the United States of America, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective **January 24, 2008 as follows:**

~~$5,040.00~~ $5,040.00 $5,040

To include Forest Service portion (1/2) of the expense for 120 chair mats purchased by the lessor, for a total amount of ~~$5,014.80~~, to be installed at each occupied workstation by the Forest Service and which becomes property of the Forest Service at time of delivery to above premise address.

Total lumpsum payment due to Lessor = $2,520.00

The lessor hereby waives any future rights to ownership of the 120 chair mats, effective this day of January 24 **, 2008.**

Lessor Signature and Title: [signature]

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

By [signature] _____
(Signature) (Title)

In Presence of
Karla Wallace 135 High Rd Hamilton. MT. 59840
(Signature) (Address)

UNITED STATES OF AMERICA

[signature] Contracting Officer
(Signature) (Official Title)

USDA DC 68-1176 AD Form 276 (Rev. 9/85)

United States Department of Agriculture	Supplemental Agreement No. 5	Date : **August 7, 2009**
SUPPLEMENTAL LEASE AGREEMENT	To Lease No. **57-0343-7-NE03**	

Address of Premises: **Nez Perce Supervisor's Office/Clearwater Ranger District/Interagency Dispatch, Grangeville, ID**

THIS AGREEMENT, made and entered into this date by and between **Grangeville Investments LLC** whose address is **Box 630, Hamilton, MT 59840**

hereinafter called the Lessor, and the United States of America, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective **August 7, 2009 as follows:**

The Forest Service install Fiber Optic cable from the Office Building to the Forest Service owned Grangeville Air Center across Airport Road. The work will be funded by the Forest Service and paid directly to the contractor. The project specifications and drawing s are attached for reference.

The lessor hereby waives any future rights to restoration as a result of the alterations described above, effective this 13 **day of** August **, 2009**

Lessor Signature and Title: _____

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

By _____ _____
(Signature) (Title)

In Presence of

_____ 551 Lolo Corner Rd. Hamilton, MT
(Signature) (Address)

UNITED STATES OF AMERICA

_____ Contracting Officer
(Signature) (Official Title)

USDA DC 68-1176 AD Form 276 (Rev. 9/85)

GRANGEVILLE EXPENSES
2010

	January	February	March	April	May	June	July	August	September	October	November	December	
Trash, sewer,water	$414.66	$413.17	$420.18	$431.02	$421.07	$419.29	$434.33	$572.65	$662.74	$652.02	$589.88	$540.03	$ 5,971.04
Snow & Lawn	$721.19	$279.99		$175.00	$175.00	$746.00	$475.00	$370.00	$637.50	$362.50	$280.00	$800.00	$ 5,022.18
Cleaning	$2,652.00	$2,652.00	$2,652.00	$2,652.00	$2,652.00	$2,652.00	$2,652.00	$2,652.00	$2,652.00	$2,652.00	$2,652.00	$2,652.00	$ 31,824.00
Repairs	$995.74		$3,611.10	$1,300.17		$1,213.04	$1,962.50	$37.50	$510.45	$100.00	$1,771.41	$1,010.80	$ 12,512.71
Products	$135.68	$281.49	$170.40	$220.32	$182.85	$155.03	$145.88	$305.44	$208.02	$123.23	$241.09	$155.03	$ 2,324.46
Maintenance	$323.96	$465.73	$514.91	$387.87		$871.85	$404.00	$1,205.96	$452.31	$619.22	$321.22	$973.61	$ 6,540.64
Labor													$ -
Insurance						$4,645.00							$ 4,645.00
Land							$15.00			$60.00		$335.00	$ 410.00
Taxes												$40,149.14	$ 40,149.14
Misc.					$959.13				$30.19		$562.50		$ 1,551.82
	$5,243.23	$4,092.38	$ 7,368.59	$ 5,166.38	$4,390.05	$ 10,702.21	$6,088.71	$5,143.55	$ 5,153.21	$ 4,568.97	$ 6,418.10	$46,615.61	$ 110,950.99

GRANGEVILLE EXPENSES
2011

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Trash, sewer,water	$537.24	$530.42	$534.29	$457.50	$486.08	$505.30	$487.42	$618.83	$700.34	$748.62			$5,606.04
Snow & Lawn	$1,490.00	$440.00	$1,225.00	$310.00		$312.50	$550.00		$295.00				$4,622.50
Cleaning	$2,652.00	$2,652.00	$2,652.00	$2,652.00	$2,652.00	$2,652.00	$2,652.00	$2,652.00	$2,652.00	$2,652.00			$26,520.00
Repairs	$475.86	$728.26	$192.07	$1,432.03	$1,439.56	$315.00		$256.55	$1,535.88	$333.73			$6,708.94
Products	$163.76	$214.65	$63.60	$207.45	$156.09	$204.32	$283.75	$160.60	$203.94	$297.59			$1,955.75
Maintenance	$813.13	$232.50	$150.00	$626.60	$719.48	$583.80	$135.00	$357.50	$247.50	$691.07			$4,556.58
Labor													$0.00
Insurance						$4,807.00							$4,807.00
Land				$888.92									$888.92
Taxes													$0.00
				$75.00	$2,037.44	$343.75	$5,601.94						$8,058.13
Misc.													
	$6,131.99	$ 4,797.83	$ 4,816.96	$ 6,649.50	$7,490.65	$ 9,723.67	$9,710.11	$ 4,045.48	$ 5,634.66	$ 4,723.01	$ -	$ -	$63,723.86

United States Department of Agriculture	Supplemental Agreement No. 6	Date : **October 29, 2009**
SUPPLEMENTAL LEASE AGREEMENT	To Lease No. **57-0343-7-NE03**	

Address of Premises: **Nez Perce Supervisor's Office/Clearwater Ranger District/Interagency Dispatch, Grangeville, ID**

THIS AGREEMENT, made and entered into this date by and between **Grangeville Investments LLC** whose address is **Box 630, Hamilton, MT 59840**

hereinafter called the Lessor, and the United States of America, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective **October 16, 2009 as follows:**

The Forest Service has a need to make changes to the Parent Room to include installation of a changing table and wall paper border per agreement by the Forest to restore the space to it's original condition upon completion of the lease. Material, labor, and cost is the responsibility of the Forest Service.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

By _____ _____
(Signature) (Title)

In Presence of

_____ 551 Golf Course Rd
(Signature) (Address) Hamilton, MT

UNITED STATES OF AMERICA

_____ Contracting Officer_____
(Signature) (Official Title)

USDA DC 68-1176 AD Form 276 (Rev. 9/85)

United States Department of Agriculture	Supplemental Agreement No. 7	Date: December 5, 2011
SUPPLEMENTAL LEASE AGREEMENT		To Lease No. **57-0343-7-NE03**

Address of Premises: **Nez Perce Supervisor's Office/Clearwater Ranger District/Interagency Dispatch, Grangeville, ID**

THIS AGREEMENT, made and entered into this date by and between **Grangeville Investments LLC** whose address is **Box 630, Hamilton, MT 59840**

hereinafter called the Lessor, and the United States of America, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, **effective July 2011 as follows:**

In July 2011 the building owner purchased and installed hallway runner mats for all of the corridors with tile flooring to provide a safer walking surface and to reduce noise in the office and conference spaces along these corridors per lease requirements.

In November 2011 the Forest Service requested that the building owner purchase two additional runner mats for the backdoor area. The Forest Service will reimburse the owner approximately $638.00 for these mats (1 rug 4'x9'; 1 rug 6'x19') and the owner will install, maintain, and add them to their janitorial schedule with the rest of the floor mats in the building.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

By _____ Managing Member
(Signature) (Title)

In Presence of

Debbie Peterson _____ 551 Golf Course Rd
(Signature) (Address) Hamilton, MT 59840

UNITED STATES OF AMERICA

Sandi Sandy _____ Contracting Officer _____
(Signature) (Official Title)

USDA DC 68-1176 AD Form 276 (Rev. 9/85)

United States Department of Agriculture
Forest Service
Region 1
200 East Broadway
P. O. Box 7669
Missoula, MT 59807

File Code: 6440-4-1
Route To:

Date: December 7, 2011

Subject: Lease No. 57-0343-7-NE03, Supplemental Lease Agreement (SLA) No. 8

To: Harold Mildenberger
Box 630
Hamilton, MT 59840

Enclosed is Supplemental Lease Agreement No. 8 to document the agreement and assessment plan per 3.11 Tax Clause, page 15 of the lease. It also releases your obligation to the Government for the tax credit due from 2009 through 2011.

Please sign both of the enclosed Supplemental Lease Agreements (SLA) and return one fully executed SLA to the address above, the other is for your records.

If you have any questions please don't hesitate in calling me at 329-3615 or by email at ssandry@fs.fed.us.

Sandi Sandry

SANDI SANDRY
Contracting Officer

Cc: Nez Perce National Forest

United States Department of Agriculture	Supplemental Agreement No. 8	Date: December 7, 2011
SUPPLEMENTAL LEASE AGREEMENT	To Lease No. **57-0343-7-NE03**	

Address of Premises: **Nez Perce Supervisor's Office/Clearwater Ranger District/Interagency Dispatch, Grangeville, ID**

THIS AGREEMENT, made and entered into this date by and between **Grangeville Investments LLC** whose address is **Box 630, Hamilton, MT 59840**

hereinafter called the Lessor, and the United States of America, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, **effective December 7, 2011 as follows:**

SLA 8 documents the agreement by the Lessor and Government in administration of the Tax Clause per 3.11 page 15 of the lease.

The Base Year Tax amount is $63,000 (from line 28 of GSA From 1217 Real Estate Taxes) and remains in full force and effect for the entire term of the lease.

Until such time the tax assessment exceeds the base year of $63,000, a credit is due the Government for the difference in taxes.

Each year upon receipt of the Property Tax Assessment in November, the Lessor shall provide a copy to the Government within 10 calendar days. Upon receipt of the assessment from the Lessor the Government will calculate the amount due (base year tax of $63,000 minus each years' assessment) and reduce the rent by amortizing that amount over 12 months.

To fulfill the current obligation due the Government from 2009 through 2011 the Lessor shall pay the following:

$63000 (Base Tax) minus 2009 Tax Assessment ($37,378.96)	= $25,621.04
$63,000 minus 2010 Tax Assessment ($39,660.94)	= $23,339.06
$63,000 minus 2011 Tax Assessment ($38,100.78)	= $24,899.22
	$73,859.32

For the Lessor to fulfill this obligation to the Government by the end of December 2011, the Grangeville, ID Lease rental payment of $61,794.25 will not be paid to the Lessor for the month of December 2011; and the remaining balance of $12,065.07 will be deducted from the Hamilton, MT Forest Service lease with Harold Mildenberger for the month of December 2011.

This fulfills the current Lessor's obligation to the Government through receipt of the 2011 tax assessment.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

By _____ Managing Member
(Signature) (Title)

In Presence of

_____ 551 Sandy Corner Rd
(Signature) (Address) Hamilton, Mt
59840

UNITED STATES OF AMERICA

Sandi Sandry Contracting Officer
(Signature) (Official Title)

USDA DC 68-1176 AD Form 276 (Rev. 9/85)

United States Department of Agriculture	Supplemental Agreement No. 9	Date: May 7, 2012
SUPPLEMENTAL LEASE AGREEMENT	To Lease No. 57-0343-7-NE03	

Address of Premises: **Nez Perce Supervisor's Office/Clearwater Ranger District/Interagency Dispatch, 104 Airport Road, Grangeville, ID 83530**

THIS AGREEMENT, made and entered into this date by and between **ARC3 GSGRAID01, LLC American Realty Capital whose address is 106 York Road, Jenkintown, PA 19046 (Edward M. Weil, President at 212-415-6500)**

****Property Manager for all correspondence and matters related to the lease; CB Richard Ellis of Virginia, Attn: Jessica Wilkins Lease Administrator 6641 West Broad Street, Suite 101, Richmond, VA 23230 at 804-267-7220 or Jessica.wilkins@cbre.com**

hereinafter called the Lessor/Owner, and the United States of America, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, **effective June 1, 2012 as follows:**

SLA 9 documents the change in ownership from Grangeville Enterprises to **ARC3 GSGRAID01, LLC**

3. The Government shall pay the Lessor annual rent of $741,531.00 at the rate of $61,794.25 per months in arrears. Rent for a lessor period shall be prorated. Rent shall be made payable to: **ARC3 GSGRAID01, LLC, 6641 W. Broad St., Ste 101, Richmond, VA 23230-1728**

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

By _____ (Signature) **Edward M. Weil, Jr. President** (Title)

In Presence of

_____ (Signature) 405 Park Avenue (Address) NY NY 10022

UNITED STATES OF AMERICA

_____ (Signature) Contracting Officer (Official Title)

USDA DC 68-1176 AD Form 276 (Rev. 9/85)

NOVATION AGREEMENT
PURSUANT TO 41 U.S.C. §15

rangeville Investments, LLC, Transferor, a limited liability company, existing under the laws of the State of ontana, with its principal office in Hamilton, MT; ARC3 GSGRAID01, LLC, Transferee, a Limited Liability Company, organized and existing under the laws of the State of Delaware with its principal office in Jenkintown, PA; and the United States of America, acting by and through the General Services Administration, Government, enter into this Agreement as of this ___th day February 2012 (Date of property transfer):

(a) The Parties agree to the following facts:

(1) The Government, represented by its Contracting Officer of the General Services Administration, has entered into certain leases with the Transferor, namely: Lease No. 57-0343-7-NE03. The term "the Lease", as used in this Agreement, means the above lease including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these leases). Included in the term "the lease" are also all modifications made under the terms and conditions of this lease between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of __th day of February, 2012, the Transferor has transferred to the Transferee the subject building of the Transferor by virtue of various instruments, including but not limited to a deed between the Transferor and the Transferee.

(3) The Transferee has acquired all interest in the subject real estate and building by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the lease by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the lease.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the lease.

(7) Evidence of the above transfer has been filed with the Government.

(b) In Consideration of these Facts, the Parties Agree that by This Agreement:

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the lease.

(2) The Transferee agrees to be bound by and to perform each lease in accordance with the conditions contained in the lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the lease as if the Transferee were the original party to the lease.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the lease, with the same force and effect as if that action had been taken by the Transferee.

The Government recognizes the Transferee as the Transferor's successor in interest in and to the lease. The ansferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the

GS-08P-14426

lease as if the Transferee were the original party to the lease. Following the effective date of this Agreement, the term Lessor, as used in the lease, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the lease, shall be considered to have discharged those parts of the Government's obligations under the lease. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the lease, to the extent of the amounts paid or reimbursed.

(7) The Transferor and Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the lease.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee—(i) Assumes under this Agreement or (ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The lease shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

(10) Each individual executing this Novation Agreement represents that he or she is authorized to do so by the respective party and to thereby legally bind that party hereto.

WHEREFORE, the parties, pursuant to 41 U.S.C. §15 and 48 C.F.R. §42.1204, execute this Novation Agreement as shown below.

United State of America
~~General Services Administration (GSA)~~ US Forest Service

By: _____

Title: Leasing Specialist

Transferor:
Grangeville Investments, LLC

By: _____
Brad Mildenberger, Member

Transferee:
ARC3 GSGRAID01, LLC

By: American Realty Capital Operating Partnership III, L.P., its sole member

By: _____
Edward M. Weil, Jr., President

GS-08P-14426

CERTIFICATE

Brad Mildenberger, certify that I am the Member of Grangeville Investments, LLC a Montana limited liability ompany, who signed this Agreement for this limited liability company, and that this Agreement was duly signed for and on behalf of this limited liability company by authority of its governing body and within the scope of its powers.

Witness my hand this ___day of February 2012.

By _____

CERTIFICATE

I, Edward M. Weil, Jr., certify that I am the President of American Realty Capital Operating Partnership III, L.P., a Delaware limited partnership and the sole member of ARC3 GSGRAID01, LLC a Delaware limited liability company, who signed this Agreement for this limited liability corporation, and that this Agreement was duly signed for and on behalf of this limited liability company by authority of its governing body and within the scope of its powers.

Witness my hand this ___day of February 2012.

By _____

United States Department of Agriculture	Supplemental Agreement No. 10	Date: November 29, 2012
SUPPLEMENTAL LEASE AGREEMENT	To Lease No. 57-0343-7-NE03	

Address of Premises: **Nez Perce Supervisor's Office/Clearwater Ranger District/Interagency Dispatch, 104 Airport Road, Grangeville, ID 83530**

THIS AGREEMENT, made and entered into this date by and between **ARC3 GSGRAID01, LLC American Realty Capital whose address is 106 York Road, Jenkintown, PA 19046 (Edward M. Weil, President at 212-415-6500) Property Manager; CB Richard Ellis of Virginia, Attn: Jessica Wilkins Lease Administrator 6641 West Broad Street, Suite 101, Richmond, VA 23230 at 804-267-7220.**

hereinafter called the Lessor/Owner, and the United States of America, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, **effective November 29, 2012 as follows:**

SLA 10 documents the changes to the wareyard fencing and vehicle gate as described in attached contractor bid and wareyard site plan drawing. The Lessor shall pay all labor, materials and costs to complete the work.

The Lessor hereby waives any future rights to restoration as a result of the alterations described above on attached documents, effective this _____ day of _____, 2012,

Lessor Signature and Title:_____.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

By _____ _____
(Signature) (Title)

In Presence of

_____ _____
(Signature) (Address)

UNITED STATES OF AMERICA

_____ Contracting Officer
(Signature) (Official Title)

USDA DC 68-1176 AD Form 276 (Rev. 9/85)

SLA Never used - Lessor fixed fence gates at their expense.

United States Department of Agriculture	Supplemental Agreement No. 11	Date: **July 14, 2017**
SUPPLEMENTAL LEASE AGREEMENT		To Lease No. **57-0343-7-NE03**

Address of Premises: **Nez Perce Supervisor's Office/Clearwater Ranger District/Interagency Dispatch, 104 Airport Road, Grangeville, ID 83530**

THIS AGREEMENT, made and entered into this date by and between **ARC3 GSGRAID01, LLC VERIT Operating Partnership LP whose address is 2325 E. Camelback Rd, Ste 1100, Phoenix, AZ 85016.**

hereinafter called the Lessor/Owner (change of address above), and the United States of America, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, **effective July 1, 2017 as follows:**

SLA 11 documents the tax reimbursements to the Government by the Lessor for Fiscal Years 2014, 2015 and 2016 based on Lessor tax statements, Lease GSA Form 1217 Line 28 Real Estate Taxes amount of $63,000.00 and Lease Tax Clause 3.11 on page 15. The Lessor and Government have mutually agreed upon the total reimbursement amount of $10,~~140.55~~ and to withhold that amount ($10,140.55) from the July 2017 only rent payment, which will be $51,~~653.70~~.

217.13 577.42

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

By _____ _____
(Signature) (Title)

In Presence of Never Received from Lessor Property Management Company

_____ _____
(Signature) (Address)

UNITED STATES OF AMERICA

_____ Contracting Officer
(Signature) (Official Title)

USDA DC 68-1176 AD Form 276 (Rev. 9/85)

USDA Forest Service, Northern Region Acquisition Management **LEASE AMENDMENT**	LEASE AMENDMENT No. PLA012 LEASE No. **12034307L1703**
ADDRESS OF PREMISES: ez Perce-Clearwater Supervisor's Office/Clearwater Ranger District/Interagency Dispatch 104 Airport Road, Grangeville, ID 83530	DATE: 09/19/2017

THIS AMENDMENT is made and entered into between **ARC3 GSGRAID01, LLC**

whose address is: 106 York Road, Jenkintown, PA 19046
hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease ***to change the Lease Contract Number***

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, ***effective October 1, 2017*** as follows:

The Government policy on Lease Contract Numbering has changed per the Data Act, Public Law 113-101 and Uniform Procurement Identification requirements.

Effective October 1, 2017 the current lease number of 57-0343-7-NE03 is replaced with lease number 12034307L1703.

Lease Amendment Numbers will also be modified as follows: ex. PLA003

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: NA

Name: _____

Title: _____

Entity Name: _____

Date: _____

FOR THE GOVERNMENT:

Signature: _____

Name: James W Thompson

Title: Lease Contracting Officer
Northern Region Acquisition Management

Date: 9/19/17

WITNESSED FOR THE LESSOR BY:

Signature: NA

Name: _____

Title: _____

Date: _____

USDA Forest Service, Northern Region Acquisition Management **LEASE AMENDMENT**	LEASE AMENDMENT No. PLA013 LEASE No. **12034307L1703**
ADDRESS OF PREMISES: Nez Perce-Clearwater Supervisor's Office/Clearwater Ranger District/Interagency Dispatch 104 Airport Road, Grangeville, ID 83530	DATE: 07/9/2019

THIS AMENDMENT is made and entered into between **ARC3 GSGRAID01, LLC**

whose address is: 106 York Road, Jenkintown, PA 19046
hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease ***to rekey office and warehouse building locks and with new keys to the leased facilities in Grangeville, Idaho.***

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, ***effective July 9, 2019*** as follows:

The Government requests rekeying of 7 locks and providing 40 keys for the warehouse building and rekeying 5 locks and providing 10 keys for the Office building. The locksmith estimate of $605.00 is accepted and request completion of the rekeying. Once rekeying is complete, the Government will reimburse the Lessor through the Lease rent bank account with an electronic deposit.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____

Name: _____

Title: _____

Entity Name: _____

Date: _____

FOR THE GOVERNMENT:

Signature: _____

Name: _____
Title: Lease Contracting Officer
Northern Region Acquisition Management

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

USDA Forest Service, Northern Region Acquisition Management **LEASE AMENDMENT**	LEASE AMENDMENT No. PLA014 LEASE No. **12034307L1703**
ADDRESS OF PREMISES: Nez Perce-Clearwater Supervisor's Office/Clearwater Ranger District/Interagency Dispatch 104 Airport Road, Grangeville, ID 83530	DATE: 03/11/2021

THIS AMENDMENT is made and entered into between **ARC3 GSGRAID01, LLC**

whose address is: 106 York Road, Jenkintown, PA 19046
hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the Government hereto desires to amend the above Lease ***to reduce the rent for the month of March 2021 as a result of the Lessor's failure to comply with the Lease requirements to the leased facilities in Grangeville, Idaho.***

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, ***effective March 9, 2021*** as follows:

The Government will reduce the March 2021 rent from $61,794.25 to $56,794.25 as a result of the Lessor failing to comply with the Lease Requirements for cyclical Re-carpeting and Re-Painting according to the Lease Solicitation of Offers Sections 5.3 PAINTING paragraph A and 5.9 FLOOR COVERING AND PERIMETERS paragraph F. Carpet Replacement. In compliance with the General Clause #9, 48 CFR 552.270-28 MUTUALITY OF OBLIGATION, the failure to comply by the Lessor to perform then results in the Government adjusting the rent accordingly to compensate for the decreased service by decreasing the rent. The rent will be adjusted through the electronic rent deposit for the month of March 2021.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: NA

Name: _____

Title: _____

Entity Name: _____

Date: _____

FOR THE GOVERNMENT:

Signature: _____

Name: JAMES W THOMPSON

Title: Lease Contracting Officer
Northern Region Acquisition Management

Date: 3/11/21

WITNESSED FOR THE LESSOR BY:

Signature: NA

Name: _____

Title: _____

Date: _____

USDA Forest Service, Northern Region Acquisition Management **LEASE AMENDMENT**	LEASE AMENDMENT No. PLA015 LEASE No. **12034307L1703**
ADDRESS OF PREMISES: 104 Airport Road, Grangeville, ID 83530	DATE: 09/28/2021

THIS AMENDMENT is made and entered into between **ARC3 GSGRAID01, LLC**

whose address is: 106 York Road, Jenkintown, PA 19046

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the Government hereto desires to amend the above Lease **to process 2020 tax adjustment per 3.11 TAX ADJUSTMENT**

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, ***effective September 28, 2021*** as follows:

Per 3.11 TAX ADJUSTMENT, the 2020 tax reimbursement calculation is as follows:

Total Tax Bill for 2020	$48,707.72
Total Base Year Taxes	- $63,000.00
2020 Total due the Government	**$ 14,292.28**

The $14,292.28 rental credit due the Government will be withheld from your October 2021 rent payment. The October 2021 payment will be in the amount of $47,501.97. ($61,794.25 - $14,292.28 = $47, 501.97)

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: __NOT REQUIRED_____

Name: _____

Title: _____

Entity Name: _____

Date: _____

FOR THE GOVERNMENT:

Signature: _____

Name: James W. Thompson
Title: Lease Contracting Officer
Northern Region Acquisition Management

Date: 9/27/21

WITNESSED FOR THE LESSOR BY:

Signature: ____NOT REQUIRED____

Name: _____

Title: _____

Date: _____

Lease Amendment Form 12/12

United States Department of Agriculture **LEASE AMENDMENT**	LEASE AMENDMENT No. **PLA** 016 TO LEASE NO. 12034307L1703
ADDRESS OF PREMISES 104 AIRPORT ROAD GRANGEVILLE, ID 83530	**N/A**

THIS AMENDMENT is made and entered into between ARC3 GSGRAID01, LLC

whose address is: 106 YORK ROAD
JENKINTOWN, PA
19046

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to add FAR Clause 52.233-99, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (DEVIATION)

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree the said lease is amended, Effective 10/27/21 as follows:

52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition.* As used in this clause –

United States or its outlying areas means—

(1) The fifty States;
(2) The District of Columbia;
(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

This Lease Amendment contains 2 page(s).
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
USDA Forest Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

Lease Amendment Form 12/12

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at https://www.saferfederalworkforce.gov/contractors/.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

INITIALS: _____ & _____
LESSOR GOV'T

UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. PLA017 TO LEASE NO. 12034307L1703
ADDRESS OF PREMISES 103 & 104 Airport Road Grangeville, ID 83530	

THIS AMENDMENT is made and entered into between **Orion Grangeville ID LLC**

whose address is: 2325 East Camelback Road, Suite 850, Phoenix, AZ 85016

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease **to implement a change to the Lessor/Payee by means of Novation Agreement**

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **May 19, 2022** as follows:

Paragraph 3 of the lease is hereby deleted and replaced with the following:

3. The Government shall pay the Lessor annual rent of $741,531.00 to be paid monthly at a rate of $61,794.25 in arrears. Rent for lesser periods shall be prorated. Rent will be paid via electronic payment to ORION GRANGEVILLE ID LLC.

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

DocuSigned by:
Signature: Chris Day
Name: Chris Day
Title: Chief Operating Officer, EVP
Entity Name: Orion Grangeville ID LLC
Date: May 20, 2022

FOR THE GOVERNMENT:

Signature:
Name: SARAH PETROFF
Title: Lease Contracting Officer
Date: 5/26/2022

WITNESSED FOR THE LESSOR BY:

DocuSigned by:
Signature: Justin Shuler
Name: Justin Shuler
Title: Assistant General Counsel
Date: May 25, 2022

Lease Amendment Form 12/12

UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE **LEASE AMENDMENT**	LEASE AMENDMENT No. **PLA018** TO LEASE NO. **12034307L1703**
ADDRESS OF PREMISES: **103 &104 Airport Road** GRANGEVILLE, ID 83530	

THIS AMENDMENT is made and entered into between **Orion Grangeville ID, LLC**

whose address is: 2325 East Camelback Road, Suite 850, Phoenix, AZ 85016

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the Government hereto desires to amend the above Lease ***to process 2021 tax adjustment per 3.11 TAX ADJUSTMENT***

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, ***effective July 20, 2022*** as follows:

Per 3.11 TAX ADJUSTMENT, the 2021 tax reimbursement calculation is as follows:

Total Tax Bill for 2021	$43,038.92
Total Base Year Taxes	- $63,000.00
2021 Total due the Government	**$ 19,961.08**

The $19,961.08 rental credit due the Government will be withheld from your August 2022 rent payment.

The August 2022 payment will be in the amount of $41,833.17. ($61,794.25 - $19,961.08 = $41,833.17)

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: ***No Signature Required***
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: SARAH PETROFF
Title: **Lease Contracting Officer**
Date: July 20, 2022

WITNESSED FOR THE LESSOR BY:

Signature: ***No Signature Required***
Name: _____
Title: _____
Date: _____

DocuSign Envelope ID: F414DDF2-F7FD-4AA1-949A-B5A14F1E703B

UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. **PLA019** TO LEASE NO. **12034307L1703**
ADDRESS OF PREMISES: **103 &104 Airport Road** GRANGEVILLE, ID 83530	

THIS AMENDMENT is made and entered into between **Orion Grangeville ID, LLC**

whose address is: 2325 East Camelback Road, Suite 850, Phoenix, AZ 85016

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the Government hereto desires to amend the above Lease ***to execute a Lease Renewal action***

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, ***effective November 1, 2022*** as follows:

1. ***Notice of Lease Renewal: Continuation of all terms and conditions to cover the period beginning November 1, 2022, through October 31, 2027, inclusive.***
2. ***The annual rental rate for this period is $741,531.00 as provided in Clause 5 of the original lease Standard Form-2 (effective November 1, 2007). The Government shall pay the Lessor at the rate of $61,794.25 per month in arrears. Rent for a lesser period shall be prorated.***
3. ***Per Clause 4 of the original lease Standard Form-2, the Government may terminate this lease at any time during the renewal period by giving at least 60 days notice in writing to the Lessor.***
4. ***Notice of Lease Modification effective November 1, 2022: This lease is modified to include FAR Clause 52.204-25. Please read, initial, and return the attached document containing FAR Clause 52.204-25 regarding prohibited telecommunications equipment or services. This document is now incorporated into the Lease No. 120343107L1703. See Attachment 2 (3 pages)***

This Lease Amendment contains 4 pages. All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: DocuSigned by:

Signature: Gary Landrian
Name: Gary Landrian
Title: Chief Investment Officer, EVP
Entity Name: Orion Grangeville ID, LLC
Date:

FOR THE GOVERNMENT:

Signature: Lexie Pitre
Name: ~~SANDI SANDRY~~ Lexie Pitre
Title: **Lease Contracting Officer**
Date: 10/31/2022

WITNESSED FOR THE LESSOR BY:

Signature: Justin Shuler
Name: Justin Shuler
Title: Assistant General Counsel
Date:

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Dircctor of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. **PLA020** TO LEASE NO. **12034307L1703**
ADDRESS OF PREMISES: **103 &104 Airport Road** GRANGEVILLE, ID 83530	

THIS AMENDMENT is made and entered into between **Orion Grangeville ID, LLC**

whose address is: 2325 East Camelback Road, Suite 850, Phoenix, AZ 85016

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the Government hereto desires to amend the above Lease ***to process 2022 tax adjustment per 3.11 TAX ADJUSTMENT***

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, ***effective July 31, 2023*** as follows:

Per Clause 3.11 TAX ADJUSTMENT, Subsection 1, special assessments shall not be included in the tax adjustment. As such, the "Plus: Specials" line item of the provided 2022 tax invoice has been removed from the total.

The 2022 tax reimbursement calculation is as follows:

Total Tax Bill for 2022	$33,977.60
Total Base Year Taxes	- $63,000.00
2022 Total due the Government	**$ 29,022.40**

The $29,022.40 rental credit due the Government will be withheld from your August 2023 rent payment.

The August 2023 payment will be in the amount of $32,771.85. ($61,794.25 - $29,022.40 = $32,771.85).

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: ***No Signature Required***
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: KALEY HAUPT Digitally signed by KALEY HAUPT Date: 2023.07.31 16:01:15 -06'00'
Name: Kaley Haupt
Title: **Lease Contracting Officer**
Date: 7/31/23

WITNESSED FOR THE LESSOR BY:

Signature: ***No Signature Required***
Name: _____
Title: _____
Date: _____

Lease Amendment Form 12/12

Orion
Office REIT

INVOICE

Dated: June 13, 2023
GRID06132023RET

ATTN: Lease Administrator
Tenant General Services Administration - USDA
Prop ID# ONL143
Bldg Name: Orion Grangeville ID LLC/ GSA USDA Grangeville ID
Address: 103 & 104 Airport Road, Grangeville ID 83530
Email: kaley.haupt@usda.gov
RE: 2022 Real Estate Taxes LEASE ID#12034307L1703

Date	Vendor	Description	Amount
06/13/2023	Orion Grangeville ID LLC	Idaho County Treasurer/Tax Collector	$ 34,016.00
		2022 Tax Statement	
		Less: Base Year	-$ 63,000.00
	Taxes Due:		***-$ 28,984.00***

Please remit balance due upon receipt of this invoice in accordance with SAMS.

Please Remit Payment To:
Orion Grangeville ID LLC
ONL143
2398 E. Camelback Road, Suite 1060
Phoenix, AZ 85016

Should you have any questions. Please contact
Orion Office REIT, Accounting Dept
cgonzales@onlreit.com Ph: 602-618-5369

Orion Grangeville ID LLC
GSA Lease ID#:12034307L1703
ONL143 GSA USDA Grangeville ID
103 & 104 Airport Road, Grangeville ID 83530
Real Estate Tax Billing 2022

ONL143 GSA USDA Grangeville ID	
Account Number	RPG00000187200A
Tax Year	2022
Due Date	6/20/2023
Net Market Value	5,050,451.00
Total Taxes	$ 34,016.00
Less Base Year	$ (63,000.00)
Net Taxes Due	**$ (28,984.00)**

12/05/22 TAX MASTER INQUIRY - IDAHO COUNTY

PMPKEY: RP G00000187200 A YEAR 2022 BILL# 4729
TXPKEY: RPG00000187200A BILLED TO: ORION GRANGEVILLE ID LLC
NAME ORION GRANGEVILLE ID LLC CODE AREA 1-0000 ACCT TYP
* BANK FLB OWNER PUP

	MARKET VALUE	5,050,451
ADDRESS 2325 E CAMELBACK ROAD STE 850	HARDSHIP	
	HOMEOWNER	
PHOENIX AZ 85016	NET MARKET	5,050,451
	TAX AMOUNT	33,977.60
LEGAL GRANGEVILLE	LESS: CIRCUIT	
TAX # 869 15.207 AC	PLUS: SPECIALS	39.30
	NET TAX BILLED	34,016.90
	TAX PAYMENTS	
	TAX CANCELLED	
	SPEC CANCELLED	
	REMAINING TAX DUE	34,016.90

104 AIRPORT ROAD 83530

NEXT PARCEL# RP _____ A OR NEXT BILL# RP _____ 2022
F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE
F4=TAX COMMENTS

First installment Due 12/20/22

Idaho County Treasurer
320 W Main St Rm 2 Chourthouse
Grangeville, ID 83530

12/05/22 TAX MASTER INQUIRY - IDAHO COUNTY

PMPKEY: RP G00000187200 A YEAR 2022 BILL# 4729
TXPKEY: RPG00000187200A BILLED TO: ORION GRANGEVILLE ID LLC
NAME ORION GRANGEVILLE ID LLC CODE AREA 1-0000 ACCT TYP
* BANK FLB OWNER PUP

	MARKET VALUE	5,050,451
ADDRESS 2325 E CAMELBACK ROAD STE 850	HARDSHIP	
	HOMEOWNER	
PHOENIX AZ 85016	NET MARKET	5,050,451
	TAX AMOUNT	33,977.60
LEGAL GRANGEVILLE	LESS: CIRCUIT	
TAX # 869 15.207 AC	PLUS: SPECIALS	39.30
	NET TAX BILLED	34,016.90
	TAX PAYMENTS	
	TAX CANCELLED	
	SPEC CANCELLED	
	REMAINING TAX DUE	34,016.90

104 AIRPORT ROAD 83530

NEXT PARCEL# RP _____ A OR NEXT BILL# RP _____ 2022
F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE
F4=TAX COMMENTS

First installment Due 12/20/22

Idaho County Treasurer
320 W Main St Rm 2 Chourthouse
Grangeville, ID 83530

Second half installment due: $17,008.45 by 06/20/2023

6/13/23 Tax Transaction Details 11:25:14

Parcel Key RP G00000187200 A Tax Year 2022
Bill Number 4729 Code Area 1-0000

	Date	Batch#	Tran#	Tax	Late Chg	Interest	Cost	Total
	Remarks		Payor				User	PUP
H	12162022	121312	82	17008.45				17,008.45
	CK 17008.45			RYAN TAX COMP.		155	ABBIE	
H	05302023	53053	6	17008.45				17,008.45
	CK 17,149.15			ORION GRANGEVILLE ID LLC		231	COLLEEN	

Bottom

F1=Help F3=Exit F6=Display/Hide Remarks, payor F8=TAX COMMENTS F15=PRINT

UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE **LEASE AMENDMENT**	LEASE AMENDMENT No. **PLA021** TO LEASE NO. **12034307L1703**
ADDRESS OF PREMISES: **103 &104 Airport Road** GRANGEVILLE, ID 83530	

THIS AMENDMENT is made and entered into between **Orion Grangeville ID, LLC**

whose address is: 2325 East Camelback Road, Suite 850, Phoenix, AZ 85016

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the Government hereto desires to amend the above Lease ***to process 2023 tax adjustment per 3.11 TAX ADJUSTMENT***

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, ***effective upon LCO signature*** as follows:

Per Clause 3.11 TAX ADJUSTMENT, the 2023 tax reimbursement calculation is as follows:

Total Tax Bill for 2023	$31,259.66
Total Base Year Taxes	- $63,000.00
2023 Total due the Government	**$ 31,740.34**

The $31,740.34 rental credit due the Government will be withheld from your August 2024 rent payment.

The August 2024 payment will be in the amount of $30,053.91. ($61,794.25 - $31,740.34 = $30,053.91).

This Lease Amendment contains 5 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: ***Unilateral - No Signature Required***
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: Kaley Haupt
Title: **Lease Contracting Officer**
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: ***Unilateral - No Signature Required***
Name: _____
Title: _____
Date: _____

Orion
Office REIT

INVOICE

Dated: August 5, 2024
GRID08052024RET

ATTN: Lease Administrator
Tenant General Services Administration - USDA
Prop ID# ONL143
Bldg Name: Orion Grangeville ID LLC/ GSA USDA Grangeville ID
Address: 103 & 104 Airport Road, Grangeville ID 83530
Email: kaley.haupt@usda.gov
RE: 2023 Real Estate Taxes LEASE ID#12034307L1703

Date	Vendor	Description	Amount
08/05/2024	Orion Grangeville ID LLC	Idaho County Treasurer/Tax Collector	$ 31,298.96
		2023 Tax Statement	
		Less: Solid Waste	-$39.30
		Less: Base Year	-$ 63,000.00
	Taxes Due:		***-$ 31,740.34***

Please remit balance due upon receipt of this invoice in accordance with SAMS.

Please Remit Payment To:
Orion Grangeville ID LLC
ONL143
2398 E. Camelback Road, Suite 1060
Phoenix, AZ 85016

Should you have any questions. Please contact
Orion Office REIT, Accounting Dept
cgonzales@onlreit.com Ph: 602-618-5369

INITIALS: N/A (LESSOR) & KMH (GOV'T)

Orion
Office REIT

Orion Grangeville ID LLC
GSA Lease ID#:12034307L1703
ONL143 GSA USDA Grangeville ID
103 & 104 Airport Road, Grangeville ID 83530
Real Estate Tax Billing 2023

ONL143 GSA USDA Grangeville ID	
Account Number	RPG00000187200A
Tax Year	2023
Due Date	6/20/2024
Net Market Value	5,094,937.00
Total Taxes	$ 31,298.96
Less Solid Waste	$ (39.30)
Less Base Year	$ (63,000.00)
Net Taxes Due	**$ (31,740.34)**

INITIALS: N/A (LESSOR) & KMH (GOV'T)

MAKE CHECK PAYABLE TO:
ABBIE HUDSON
IDAHO COUNTY TREAS/TAX COLL
320 WEST MAIN, ROOM 2
GRANGEVILLE, ID 83530-1994

2023 TAX BILL/RECEIPT
BILL# 4579
CODE AREA 1-0000

PARCEL# **RPG00000187200A**

1ST HALF DUE	2ND HALF DUE	FULL DUE
TAX 15,649.48	TAX 15,649.48	TAX 31,298.96
LATE	LATE	LATE
INT	INT	INT
COST	COST	COST
TOT	TOT	TOT

TAX YEARS	2023	2022
LAND	618,642	
IMPROVEMENT	4,476,331	
TOT MKT	5,094,973	5,050,451
TOT TAX	**31,645.82**	34,016.90
TOT ACRES	15.207	

ORION GRANGEVILLE ID LLC
*
P O BOX 460069 DEPT 811
HOUSTON TX 77056

*Tax Relief given by the Legislature

For Information on Bonds visit:
WWW.IDAHOCOUNTY.ORG/TREASURER

GRANGEVILLE
TAX # 869 15.207 AC

104 AIRPORT ROAD 83530

★★★IMPORTANT★★★
PLEASE READ BOTH FRONT AND BACK
★★★ MONTHLY PAYMENTS ARE ACCEPTED ★★★

TO AVOID LATE CHARGES, PAYMENTS MUST BE RECEIVED OR POSTMARKED BY THE DUE DATE.

COPY
QUESTIONS? 208-983-2801 $15.00 CHARGE
FOR ALL RETURNED CHECKS

TAXING DISTRICT	RATE	
STATE	.000000000	
COUNTY	.001233173	6,282.98
G'VILLE CITY	.004286650	21,840.36
#244 BOND		
#244 SUPPLEMTAL		
#244 OTHER	.000025071	127.74
G'VILLE HWY	.000122396	623.60
G'VILLE CEM	.000244532	1,245.88
SYRINGA HOSP	.000291655	1,485.96
DISTRICT TOTAL	.006203477	31,606.52
SOLID WASTE		39.30
*Additional Tax Relief		346.86
AMOUNT DUE		31,298.96

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE

ORION GRANGEVILLE ID LLC *COPY*

2023
BILL# 4579

2ND HALF

RPG00000187200A
1-0000
AMOUNT DUE 15,649.48

IDAHO COUNTY

LATE
INT
COST
TOTAL

DELINQUENT IF NOT PAID ON OR BEFORE JUNE 20, 2024

DATE PAID CHECK #
PAID BY CASH

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE

ORION GRANGEVILLE ID LLC *COPY*

2023
BILL# 4579

1ST HALF | FULL

RPG00000187200A
1-0000
AMOUNT DUE 15,649.48 31,298.96

IDAHO COUNTY

LATE
INT
COST
TOTAL

DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 20, 2023

DATE PAID CHECK #
PAID BY CASH

INITIALS: N/A (LESSOR) & KMH (GOVT)

8/05/24 Tax Transaction Details 12:04:57

Parcel Key RP G00000187200 A Tax Year 2023
Bill Number 4579 Code Area 1-0000

	Date	Batch#	Tran#	Tax	Late Chg	Interest	Cost	Total
	Remarks			Payor			User	PUP
P	12202023	122913	22	15649.48				15,649.48
	CK 15790.18			RYAN, LLC		294	ABBIE	
P	05282024	52834	6	15649.48				15,649.48
	CK 15790.18			RYAN LLC FOR ORION		379	BUDDY	

Bottom

F1=Help F3=Exit F6=Display/Hide Remarks, payor F8=TAX COMMENTS F15=PRINT

INITIALS: N/A (LESSOR) & KMH (GOVT)

UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE **LEASE AMENDMENT**	LEASE AMENDMENT No. **PLA022** TO LEASE NO. **12034307L1703**
ADDRESS OF PREMISES: **103 &104 Airport Road** GRANGEVILLE, ID 83530	

THIS AMENDMENT is made and entered into between **Orion Grangeville ID, LLC**

whose address is: 2325 East Camelback Road, Suite 850, Phoenix, AZ 85016

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the Government hereto desires to amend the above Lease ***to process 2024 tax adjustment per 3.11 TAX ADJUSTMENT***

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, ***effective upon LCO signature*** as follows:

Per Clause 3.11 TAX ADJUSTMENT, the 2024 tax reimbursement calculation is as follows:

Total Tax Bill for 2024 (Government share =100%)	$40,948.22
Less Solid Waste	- $39.20
Total Base Year Taxes	- $63,000.00
2024 Total due the Government	**$ 22,091.08**

The $22,091.08 rental credit due the Government will be withheld from your August 2025 rent payment.

The August 2025 payment will be in the amount of $39,703.17. ($61,794.25 - $22,091.08 = $39,703.17).

This Lease Amendment contains 4 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: ***Unilateral - No Signature Required***
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: Kaley Haupt
Title: **Lease Contracting Officer**
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: ***Unilateral - No Signature Required***
Name: _____
Title: _____
Date: _____

INVOICE

Orion Properties

ATTN:
Tenant Prop ID# Bldg Name:
Address:

Lease Administrator
General Services Administration - USDA ONL143
Orion Grangeville ID LLC/ GSA USDA Grangeville ID 103 & 104 Airport Road, Grangeville ID 83530

Dated: July 31, 2025 GRID07312025RET

Email: kaley.haupt@usda.gov

RE: 2024 Real Estate Taxes LEASE ID#12034307L1703

Date	Vendor	Description	Amount
07/31/2025	Orion Grangeville ID LLC	Idaho County Treasurer/Tax Collector	$ 40,948.22
		2024 Tax Statement	
		Less: Solid Waste	-$39.30
		Less: Base Year	-$ 63,000.00
	Taxes Due:		***-$ 22,091.08***

Please remit balance due upon receipt of this invoice in accordance with SAMS.

Please Remit Payment To:
Orion Grangeville ID LLC
ONL143
2398 E. Camelback Road, Suite 1060
Phoenix, AZ 85016

INITIALS: N/A (LESSOR) & KMH (GOV'T)

MAKE CHECK PAYABLE TO:
ABBIE HUDSON

IDAHO COUNTY TREAS/TAX COLL
320 WEST MAIN, ROOM 2
GRANGEVILLE, ID 83530-1994

2024 TAX BILL/RECEIPT

BILL# 4575
4575
CODE AREA 1-0000

PARCEL# RPG00000187200A

	2024	2023
TAX YEARS	2024	2023
LAND	618,642	
IMPRVMNT	4,476,331	
TOT MKT	5,094,973	5,094,973
TOT TAX	40,948.22	31,645.82
	40,948.22	
TOT ACRES	15.207	

1ST HALF DUE		2ND HALF DUE	
TAX	20,474.11	TAX	20,474.11
LATE		LATE	
INT		INT	
COST		COST	
TOT		TOT	

RECEIVED
DEC 03 2024
Ryan PTS
Houston, TX

ORION GRANGEVILLE ID LLC
DEPT 811
PO BOX 460069
HOUSTON, TX 77056-8069

*School Facilities Fund Savings reduced taxes by 1,806.62

*Tax Relief given by the legislature

GRANGEVILLE
TAX # 869 15.207 AC

104 AIRPORT ROAD 83530

TAXING DISTRICT	RATE	
STATE	.000000000	
COUNTY	.001506154	7,673.80
G'VILLE CITY	.004415925	22,499.02
#244 BOND		
#244 SUPPLEMTAL	.001421664	7,243.34
#244 OTHER	.000026533	135.18
G'VILLE HWY	.000121049	616.74
G'VILLE CEM	.000242531	1,235.68
SYRINGA HOSP	.000295422	1,505.16
DISTRICT TOTAL	.008029278	40,908.92
SOLID WASTE		39.30
AMOUNT DUE		40,948.22

★★★IMPORTANT★★★
PLEASE READ BOTH FRONT AND BACK
★★★ MONTHLY PAYMENTS ARE ACCEPTED ★★★

TO AVOID LATE CHARGES, PAYMENTS MUST BE RECEIVED OR POSTMARKED BY THE DUE DATE.

For Information on Bonds visit:
WWW.IDAHOCOUNTY.ORG/TREASURER

QUESTIONS? 208-983-2801 $15.00 CHARGE FOR ALL RETURNED CHECKS

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

ORION GRANGEVILLE ID LLC

2024
Bill #: 4575

RPG00000187200A
1-0000

2ND HALF

AMOUNT DUE 20,474.11

IDAHO COUNTY TREAS/TAX COLL
320 WEST MAIN, ROOM 2
GRANGEVILLE, ID 83530-1994

LATE
INT
COST
TOTAL

DELINQUENT IF NOT PAID ON OR BEFORE JUNE 20, 2025
DATE PAID CHECK #
PAID BY CASH

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

ORION GRANGEVILLE ID LLC

2024
Bill #: 4575

RPG00000187200A
1-0000

	1ST HALF	FULL
AMOUNT DUE	20,474.11	40,948.22

IDAHO COUNTY TREAS/TAX COLL
320 WEST MAIN, ROOM 2
GRANGEVILLE, ID 83530-1994

LATE
INT
COST
TOTAL

DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 20, 2024
DATE PAID CHECK #
PAID BY CASH

TXNT 0102

INITIALS: N/A & KMH
LESSOR GOV'T

From: Alysia Kindrick
To: Steffen, Mallory - FS, CA
Subject: Re: 104 Airport Road Grangeville, ID -2024 Taxes
Date: Wednesday, August 6, 2025 9:15:26 AM
Attachments: image001.png

8/06/25 Tax Transaction Details 09:54:16

Parcel Key RP G00000187200 A Tax Year 2024
Bill Number 4575 Code Area 1-0000

Date	Batch#	Tran#	Tax	Late Chg	Interest	Cost	Total
Remarks	Payor			User	PUP		
H 12202024	121814	53	20474.11				20,474.11
CK 20614.81	RYAN LLC			440	ABBIE		
H 06032025	60315	9	20474.11				20,474.11
CK 20614.81	RYAN LLC			537	ABBIE		

8/06/25 Tax Transaction Details 09:54:55

Parcel Key PP /SW000001802 A Tax Year 2024
Bill Number 2645 Code Area 31-0000

Date	Batch#	Tran#	Tax	Late Chg	Interest	Cost	Total
Remarks	Payor			User	PUP		
H 12202024	121814	53	140.70				140.70
CK 20614.81	RYAN LLC			440	ABBIE		
H 06032025	60315	9	140.70				140.70
CK 20614.81	RYAN LLC			537	ABBIE		

Hi Mallory ,

Here is a screenshot of the taxes paid, the dates are highlighted when payment was received, thank you.

INITIALS:
Lessor: N/A & GOV: KMH

EXHIBIT F

Parking Lease Terms

PARKING LEASE PROPOSAL – BANNOCK LOT

Lessor:	ID Real Estate LLC
Lessee:	Idaho Department of Lands
Premises:	67 parking permits granting access to park at 406, 410, and 416 W Bannock Street in Boise, ID 83702, (collectively, "Bannock Lot").
Commencement:	The date that Lessor is the fee simple owner of the Bannock Lot
Lease Term:	5 years
Payment:	Upon commencement of the lease, Lessee shall make rent payments as noted below by the 5th of each calendar month. Lease Year 1: $3,685 ($55/permit) Lease Year 2: $3,819 ($57/permit) Lease Year 3: $3,953 ($59/permit) Lease Year 4: $4,087 ($61/permit) Lease Year 5: $4,221 ($63/permit)
Termination Right:	Lessor shall have the right to terminate the parking lease on or after the commencement of 5th lease year, provided Lessor gives Lessee ninety (90) days' notice and Lessor shall pay Lessee a termination payment equal to ten thousand dollars ($10,000.00).
Lessor Improvements:	Lessor shall have the right to improve the Bannock Lot, which may include but not be limited to: installing fencing, parking gates/security devices, and additional parking blocks/striping. Any improvements will be coordinated with Lessee to minimize parking disruptions.

EXHIBIT G

GSA Lease Assignment

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment** ") is made as of the _____ day of _____, 2026 (the "**Assignment Date**"), by and between **ID REAL ESTATE LLC**, a Delaware limited liability company ("**Assignor**") and the **STATE BOARD OF LAND COMMISSIONERS** (the "**Land Board**"), acting by and through its administrative state agency, the **IDAHO DEPARTMENT OF LANDS** (the "**Department**", with the Land Board "**Assignee**") (Assignee together with Assignor, collectively, the "**Parties**").

WHEREAS, Assignor is transferring Assignor's interest in and to the real property described on Exhibit A attached hereto (the "**Property**") to Assignee as of the Assignment Date pursuant to a Land Exchange Agreement dated as of _____, 2026 (the "**Land Exchange Agreement**"); and

WHEREAS, Assignor is presently the holder of the landlord's interest under the lease listed on Exhibit B attached hereto (including any amendments or supplements thereto, and any guaranty held by Assignor relating thereto, the "**Lease**"), which Lease affects the Property.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in, to and under the Lease arising from and after the Assignment Date, including without limitation all of Assignor's right, title and interest in and to all rents payable under the Lease, and any other rights arising under the Lease, from and after the Assignment Date. Assignor hereby expressly reserves all rights to, and retains the right to enforce, any insurance, indemnity, or other claims or rights of Assignor under or with respect to the Lease or the Property arising or relating to Assignor's ownership of the Property prior to the Assignment Date.

2. Assignee hereby assumes and agrees to pay all sums and perform, fulfill, and comply with all covenants and obligations that are to be paid, performed, fulfilled, and complied with by the landlord under the Lease from and after the Assignment Date, subject to any amendments entered into between the Assignee and other parties to the Lease.

3. The officer that executes this Assignment on behalf of Assignor is authorized to bind and obligate the entity defined herein as Assignor. The officer that executes this Assignment on behalf of Assignee is authorized to bind and obligate the entity defined herein as Assignee.

4. This Assignment will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns. This Assignment is executed and delivered pursuant to, and is subject to the applicable terms and conditions of, the Land Exchange Agreement.

5. This Assignment will be governed by and construed in accordance with the laws of the State of Idaho.

6. The Parties agree that this Assignment may be executed by the Parties in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

7. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand, or limit in any way the rights of the Parties under, or the terms of, the Land Exchange Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Land Exchange Agreement, the Land Exchange Agreement shall govern.

8. This Assignment and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Assignment shall be governed by and enforced in accordance with the Laws of the State of Idaho applicable to contracts made and performed in such State, without giving effect to any Laws of the State of Idaho that would require or permit the application of the Laws of any other jurisdiction.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Assignment Date written above.

ASSIGNOR:

ID REAL ESTATE, LLC
a Delaware limited liability company

By:_____
Name: James Marria
Title: Authorized Representative

ASSIGNEE:

IDAHO STATE BOARD OF LAND COMMISSIONERS,
By and through Idaho Department of Lands

By:_____
Name: **DUSTIN T. MILLER**
Title: Director, Idaho Department of Lands

EXHIBIT A LEGAL DESCRIPTION
EXHIBIT B LEASE

EXHIBIT A LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Idaho, State of Idaho, and is described as follows:

Township 30 North, Range 3 East Boise Meridian, Idaho County, Idaho

Section 18:

A parcel of land located in the NE¼SE¼ of said Section 18, more particularly described as follows:
Commencing at the Northeast comer of said NE¼SE¼, a brass cap monument
thence N 89°23'08" W along the North boundary of said NE¼SE¼, 58.25feet to the True Point of Beginning;
thence S 00°08'42" W parallel with the East boundary of said NE¼SE¼, 1284.44 feet to a point on the North boundary of the county road right of way;
thence N 89°14'28" W along said right of way, 516.01 feet
thence N 00°08'42" E parallel with said East boundary, 1283.14 feet to a point on the North boundary of said NE¼SE¼; thence S 89°23'08" E along said North boundary, 516.00 feet to the True Point of Beginning.

Sometimes known as Assessor's Tax No. 869.

APN: RPG00000187200A

EXHIBIT B LEASE
(attached)

EXHIBIT H

Bill of Sale

BILL OF SALE

THIS BILL OF SALE (this "**Bill of Sale**") is made as of the ____ day of _____, 2026 (the "**Sale Date**") between **ID REAL ESTATE LLC**, a Delaware limited liability company ("**Seller**"), and the **STATE BOARD OF LAND COMMISSIONERS** (the "**Land Board**"), acting by and through its administrative state agency, the **IDAHO DEPARTMENT OF LANDS** (the "**Department**", with the Land Board, "**Buyer**").

In connection with the sale by Seller to Buyer of the real property described on Exhibit A attached hereto (the "**Property**") pursuant to a Land Exchange Agreement dated as of _____, 2026 (as may have been amended and/or assigned, the "**Purchase Agreement**"), and for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller does hereby grant, sell, assign, transfer, convey, set over, and deliver to Buyer all right, title and interest of Seller in and to any and all buildings, structures, improvements, fixtures, equipment, machinery, furnishings, and other tangible personal property owned by Seller and located within or upon the Property (the "**Personal Property**"). The Personal Property expressly excludes the property of any tenant occupying space in the Property, any motorized vehicles, and any property owned by any utilities company, property management company, or other third party. Seller hereby sells and transfers the Personal Property to Buyer "AS IS". The Personal Property is hereby sold and transferred to Buyer and to Buyer's successors and assigns forever.

Seller hereby covenants with and represents and warrants to Buyer, its successors and assigns, that Seller has good and marketable title to the Personal Property, full authority to sell and transfer the same, and that the Personal Property is sold free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever.

This Bill of Sale (i) will be governed by and construed in accordance with the laws of the State of Idaho; (ii) may be executed by the parties in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument; and (iii) is executed and delivered pursuant to, and is subject to the applicable terms and conditions of, the Purchase Agreement.

[SIGNATURES COMMENCE ON THE NEXT PAGE]

IN WITNESS WHEREOF, Seller and Buyer have caused this Bill of Sale to be duly executed as of the Sale Date written above.

SELLER:

ID REAL ESTATE, LLC
a Delaware limited liability company

By:_____
Name: James Marria
Title: Authorized Representative

BUYER:

IDAHO STATE BOARD OF LAND COMMISSIONERS,
By and through Idaho Department of Lands

By:_____
Name: **DUSTIN T. MILLER**
Title: Director, Idaho Department of Lands

EXHIBIT A LEGAL DESCRIPTION

ID RE Property

The Land referred to herein below is situated in the County of Idaho, State of Idaho, and is described as follows:

Township 30 North, Range 3 East Boise Meridian, Idaho County, Idaho

Section 18:

A parcel of land located in the NE¼SE¼ of said Section 18, more particularly described as follows:
Commencing at the Northeast comer of said NE¼SE¼, a brass cap monument
thence N 89°23'08" W along the North boundary of said NE¼SE¼, 58.25feet to the True Point of Beginning;
thence S 00°08'42" W parallel with the East boundary of said NE¼SE¼, 1284.44 feet to a point on the North boundary of the county road right of way;
thence N 89°14'28" W along said right of way, 516.01 feet
thence N 00°08'42" E parallel with said East boundary, 1283.14 feet to a point on the North boundary of said NE¼SE¼; thence S 89°23'08" E along said North boundary, 516.00 feet to the True Point of Beginning.

Sometimes known as Assessor's Tax No. 869.

APN: RPG00000187200A

BILL OF SALE - 3

Exhibit I

Assignment of Intangible Property

ASSIGNMENT OF
INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (this "**Assignment**") is made as of the ____ day of _____, 2026 (the "**Assignment Date**"), by and between **ID REAL ESTATE LLC**, a Delaware limited liability company ("**Assignor**") and **STATE BOARD OF LAND COMMISSIONERS** (the "**Land Board**"), acting by and through its administrative state agency, the **IDAHO DEPARTMENT OF LANDS** (the "**Department**", with the Land Board, "**Assignee**") (Assignee together with Assignor, collectively, the "**Parties**").

WHEREAS, Assignor is transferring Assignor's interest in and to the real property described on Exhibit A attached hereto (the "**Property**") to Assignee as of the Assignment Date pursuant to a Land Exchange Agreement dated as of _____, 2026 (the "**Land Exchange Agreement**"); and

WHEREAS, Assignor desires to transfer to Assignee and Assignee desires to receive all of Assignor's right, title and interest in and to certain Intangible Property that relates to the Property.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, interest in each and all of the following Intangible Property: (i) all warranties and guaranties pertaining to any property of any kind used in or about the Property including but not limited to all warranties from contractors, architects, engineers and material and labor suppliers (whether written or implied) ("**Warranties**"); and (ii) any and all other contracts associated with management of the Property ("**Other Contracts**"); (iii) all records, books of account, catalogs, advertising material, manuals and correspondence maintained by Assignor in connection with the Property (with the exception of Assignor's standard operational manuals), including any reports (but excluding management reports) prepared by Assignor relating to the past, present or future development of the Property, in whatever mode maintained, including information contained on computer discs, provided, however, that none of the foregoing shall include any correspondence or other communication between Assignor and its attorneys; (iv) all licenses, franchises, certifications, authorizations, approvals, rights, privileges, entitlements and permits issued or approved by any governmental or quasi-governmental authority or other person or entity having authority over the Property ("**Permits**"), and all applications, filings and submittals therefor, in each case relating to the operation ownership, subdivision, development, use or maintenance of the Property or any part thereof, including without limitation, construction permits, grading permits, elevator permits, machinery permits, business licenses, ingress and egress permits, development agreements, subdivision, parcel and tract maps and approvals thereof, utility agreements and commitments, improvement agreements, certificates of occupancy and the like, but excluding therefrom for all purposes of this Assignment any licenses issued to or solely on behalf of any tenant; and (v) all other intangible property right relating to the use, occupancy or operation of the Property.

2. This Assignment shall not be construed as a representation or warranty by Assignor as to the transferability of the Intangible Property, and Assignor shall have no liability to Assignee in the event that any or all of the Intangible Property (a) is not transferable to Assignee or (b) is canceled or impaired by reason of this Assignment or any acts of Assignee.

3. This Assignment is made by Assignor without recourse and without any express or implied representation or warranty of any kind, except as may be expressly set forth in the Purchase Agreement.

4. Assignee hereby accepts and assumes all of Assignor's right title and interest Intangible Property described herein.

5. This Assignment will apply to, inure to the benefit of, and will be binding upon the parties hereto and their respective successors and assigns. This Assignment is executed and delivered pursuant to, and is subject to the applicable terms and conditions of, the Land Exchange Agreement.

6. This Assignment will be governed by and construed in accordance with the laws of the State of Idaho.

7. The parties agree that this Assignment may be executed by the parties in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

8. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand, or limit in any way the rights of the Parties under, or the terms of, the Land Exchange Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Land Exchange Agreement, the Land Exchange Agreement shall govern.

9. This Assignment and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Assignment shall be governed by and enforced in accordance with the Laws of the State of Idaho applicable to contracts made and performed in such State, without giving effect to any Laws of the State of Idaho that would require or permit the application of the Laws of any other jurisdiction.

10. The officer that executes this Assignment on behalf of Assignor is authorized to bind and obligate the entity defined herein as Assignor. The officer that executes this Assignment on behalf of Assignee is authorized to bind and obligate the entity defined herein as Assignee.

ASSIGNMENT OF INTANGIBLE PROPERTY - 2

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Assignment Date written above.

ASSIGNOR:

ID REAL ESTATE, LLC
a Delaware limited liability company

By:_____
Name: James Marria
Title: Authorized Representative

ASSIGNEE:

IDAHO STATE BOARD OF LAND COMMISSIONERS,
By and through Idaho Department of Lands

By:_____
Name: **DUSTIN T. MILLER**
Title: Director, Idaho Department of Lands

EXHIBIT A LEGAL DESCRIPTION

ID RE Property

The Land referred to herein below is situated in the County of Idaho, State of Idaho, and is described as follows:

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Section 18:

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thence N 89°23'08" W along the North boundary of said NE¼SE¼, 58.25feet to the True Point of Beginning;
thence S 00°08'42" W parallel with the East boundary of said NE¼SE¼, 1284.44 feet to a point on the North boundary of the county road right of way;
thence N 89°14'28" W along said right of way, 516.01 feet
thence N 00°08'42" E parallel with said East boundary, 1283.14 feet to a point on the North boundary of said NE¼SE¼; thence S 89°23'08" E along said North boundary, 516.00 feet to the True Point of Beginning.

Sometimes known as Assessor's Tax No. 869.

APN: RPG00000187200A

STATE BOARD OF LAND COMMISSIONERS

October 20, 2026
Regular Agenda

Subject

Endowment Land Management Notification Policy

Question Presented

Shall the Land Board adopt the proposed Endowment Land Management Notification Policy?

Background

Notification and advertising of endowment land management and leasing has evolved in recent years. In March 2019 the Board directed that the Department, "…in association with the Office of the Attorney General (OAG), examine current auction and leasing processes and determine how they could be improved, and in fulfilling the Board's fiduciary duty."

In September 2019 the Board approved the Department's revised lease advertising and auction process intended to facilitate greater public awareness regarding lease auction opportunities and provide increased opportunities for alternative proposals and competitive bidding. While ensuring continued adherence to requirements in statute and rule related to leasing processes, the revised leasing process required the following:

- Leases to be advertised in the newspaper of record for the appropriate county for at least four weeks
- Lease advertisements posted in the Supervisory Area Office
- Expiring leases and lease advertisements posted on the Department's website with detailed information
- Certain leases or lease types advertised in industry-appropriate media
- Properties being promoted for lease application may have signs posted on the property

The Department may provide additional notification, such as to neighboring landowners, though that is not done for every land management or leasing project.

Discussion

At the July 2026 meeting the Board indicated desire for a stronger, more comprehensive notification process. The Board also recognized the need to provide the Department with clear direction.

In response, the Department has drafted an Endowment Land Management Notification Policy for Board consideration (Attachment 1). The draft policy is intended to provide the Department with clear intent of the Board. The Department would then develop the internal procedures necessary to ensure the Board's intent is followed.

The draft Board policy includes:

- Background information about endowment land management, the responsibilities of the Board, and the Board's support for transparency
- Guiding principles
- A tiered notification system for two tiers of land management actions
- Notification timeframes for each tier of actions
- Scope and limitations for the policy
- Direction for the Department to develop and maintain procedures

Recommendation

Adopt the Endowment Land Management Notification Policy and direct the Department to develop procedures for implementation.

Board Action

Attachments

1. Draft Endowment Land Management Notification Policy

Endowment Land Management Notification Policy - DRAFT

This guidance document is not a new law. This is an interpretation of existing law, except as authorized by Idaho Code or incorporated into a contract.

1. Agency Contact

Director

2. Purpose

This policy directs a consistent, transparent, and impact-based process for providing reasonable advanced notice of endowment land management activities.

3. Background and Intent

The State of Idaho holds approximately 2.5 million acres of endowment land in trust for the support public schools and other designated public institutions. Under the Idaho Constitution, the Idaho State Board of Land Commissioners serves as trustee of the endowment trust and is directed to manage these lands to "secure the maximum long-term financial return" to the beneficiaries. As trustee, the Land Board must manage endowment lands in a manner consistent with its fiduciary obligations to the beneficiaries as well as the specific terms of the trust as outlined in the Idaho Admissions Act and Idaho Constitution.

To that end, the Land Board is obligated to manage the assets of the trust with a duty of undivided loyalty to the trust beneficiaries. Under this trust framework, revenue generating actives on endowment lands and earnings invested funds provide millions of dollars annually in support of Idaho's public school system and numerous other state of Idaho institutions.

While endowment lands are managed exclusively for the interests of the trust beneficiaries, the Land Board recognizes that specific management activities on endowment land may impact adjacent landowners, local governments, and stakeholders or may otherwise attract interest from members of the public.

The Land Board supports a general policy of transparency in endowment land management and, while these individuals or groups may not hold legal rights

within the endowment trust framework, they may nonetheless have practical, informational, or situational interests in upcoming management activities.

To acknowledge these important interests and advance transparency in endowment management, this policy provides standard processes for advance notification of certain management activities on endowment lands in a manner consistent with the Land Board's constitutional and fiduciary obligations.

4. Associated Policies

TBD

5. Definitions

None

6. Policy

a. Guiding Principles

- *Transparency* – Notifications provide clear and accurate information regarding endowment land management actions.
- *Consistency* – Notifications provide similar information across varied actions and locations.
- *Timeliness* – Ensure notifications occur with sufficient time in advance of Land Board action.
- *Proportionality* – The level of notification aligns with the significance of the action.
- *Operational Efficiency* – Notification practices support efficient implementation of endowment land management actions.
- *Mission Alignment* – Notification practices remain consistent with the Idaho constitutional mandate to manage endowment lands in a manner to secure maximum long-term financial returns to the endowment beneficiaries and with the fiduciary obligations of the Land Board as trustees of the endowment.

b. Tiered Notification System

Tier 1 – Routine Actions

Traditional land and resource management actions such as:

- Timber sales
- Leases consistent with past use
- Acquisition/grants of access

Notifications shall include website posting and adjacent landowner notification via mail or direct contact.

Routine actions shall be considered Tier 2 when located within communities or reasonably expected to receive high public interest and in those cases Tier 2 notification requirements shall apply.

Tier 2 – Change of Use/High Interest Actions

Actions that differ from past use or are likely to be of high interest due to the location or the nature of the action, such as:

- Leases that differ from past use and/or include significant development
- New developed recreation projects
- Actions affecting public access to or across endowment land on more than a temporary basis
- Land exchanges or dispositions
- Actions within communities
- Actions that can reasonably be expected to be of high local interest

Notifications shall include website posting, site signage, GovDelivery email, notification of adjacent landowners, issuing press releases, social media posts, and notifications to local officials and stakeholder groups.

c. Notification Timeframes

Tier 1 - Routine Actions
Notice when advertised.

Tier 2 - Change of Use/High Interest Actions
Notice when the new activity is advertised and prior to any required Land Board action.

Notification timeframe must be flexible based on the specific action; notification shall always allow the Land Board to be informed of the notification actions taken and any feedback received prior to a Land Board agenda item requiring action.

d. Scope and Limitations

This policy is intended to promote transparency and provide advance information regarding endowment management activities to potentially interested or affected parties. In accordance with trust principles and

fiduciary obligations of the Land Board, the notice described in this policy is informational only and does not create any right to comment, negotiate, consent, influence, or otherwise participate in Land Board or Idaho Department of Lands endowment management decisions, all of which must remain firmly directed toward fulfilling the trust's duty to the beneficiaries.

Failure to receive notice of any endowment land management activity will not be independently sufficient grounds for delay, reconsideration, alteration, or invalidation of endowment land management decisions or activities.

7. Procedures

The Department shall develop and maintain procedures sufficient to ensure that endowment land management actions are appropriately and consistently noticed.

8. Revision History (Board Action)