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	LEASE NO.
November 1, 2000	V531R-0010

THIS LEASE, made and entered into this date by and between

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

whose address is

P.O. BOX 1907
TWIN FALLS, IDAHO 83301

and whose interest in the property hereinafter described is that of

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:

Lots 13,14,15,and 16, Block 88, TWINFALLS TOWNSITE, Twin Falls County Idaho, according to the final and amended plat thereof recorded in Book 1 of Plats, page 7, records of Twin Falls County, Idaho.

to be used for

Department of Veterans Affairs Community Based Outpatient Clinic

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 1, 2000 through October 31, 2010, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of $ 1.00 at the rate of $ 1.00 per year in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Twin Falls Urban Renewal Agency

4. The Government may terminate this lease at any time by giving at least 90 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) year at $1.00/year.

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 to the Government, as part of the rental consideration, the following:

Use of land as listed in this contract and attachments.

7. The following are attached and made a part hereof:
~~The General Provisions and Instructions (Standard Form 2 - A _____ edition).~~

GSA Form 3517
GSA Form 3518
V531R-0010 Pages 1 through 20

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

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:

_____ (Signature) P.O. Box 1907 Twin Falls, ID. 83303 (Address)

UNITED STATES OF AMERICA **DEPARTMENT OF VETERANS AFFAIRS**

BY _____ (Signature) Contracting Officer (Official title)

SOLICITATION PROVISIONS
(Acquisition of Leasehold Interests in Real Property)

1. 52.252-1 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (VARIATION) (JUN 1988)

   This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available or the full text may be found as GSA Form 3516A on the Internet at http://w3.gsa.gov/web/p/standcla.nsf/

2. The following provisions are incorporated by reference:

GSAR 552.270-1	INSTRUCTIONS TO OFFERORS -- ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (MAR 1998)
FAR 52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984) (Applicable to leases exceeding $10 million)
GSAR 552.270-6	PARTIES TO EXECUTE LEASE (AUG 1992)
FAR 52.233-2	SERVICE OF PROTEST (AUG 1996)
(unnumbered)	PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION

3. 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)

1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Variation) (FEB 1998)

   This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available or the full text may be found on the Internet as GSA Form 3517B at http://www.gsa.gov/pbs/pe/standcla/standcla.nsf/

2. The following clauses are incorporated by reference:

Category	Clause No.	48 CFR Ref.	Clause Title
DEFINITIONS	1	552.270-4	Definitions (SEP 1999)
GENERAL	2	552.270-5	Subletting and Assignment (SEP 1999)
	3	552.270-11	Successors Bound (SEP 1999)
	4	552.270-23	Subordination, Nondisturbance and Attornment (SEP 1999)
	5	552.270-24	Statement of Lease (SEP 1999)
	6	552.270-25	Substitution of Tenant Agency (SEP 1999)
	7	552.270-26	No Waiver (SEP 1999)
	8	552.270-27	Integrated Agreement (SEP 1999)
	9	552.270-28	Mutuality of Obligation (SEP 1999)
PERFORMANCE	10	552.270-17	Delivery and Condition (SEP 1999)
	11	552.270-18	Default in Delivery - Time Extensions (SEP 1999)
	12	552.270-19	Progressive Occupancy (SEP 1999)
	13	552.270-21	Effect of Acceptance and Occupancy (SEP 1999)
	14	552.270-6	Maintenance of Building and Premises-Right of Entry (SEP 1999)
	15	552.270-10	Failure in Performance (SEP 1999)
	16	552.270-22	Default by Lessor During the Term (SEP 1999)
	17	552.270-7	Fire and Casualty Damage (SEP 1999)
	18	552.270-8	Compliance with Applicable Law (SEP 1999)
	19	552.270-12	Alterations (SEP 1999)
	20	552.270-29	Acceptance of Space (SEP 1999)
INSPECTION	21	552.270-9	Inspection-Right of Entry (SEP 1999)
PAYMENT	22	552.232-75	Prompt Payment (SEP 1999)
	23	552.232-76	Electronic Funds Transfer Payment (SEP 1999) (Variation)
	24	552.232-70	Invoice Requirements (SEP 1999)
	25	52.232-23	Assignment of Claims (JAN 1986)
	26	552.270-20	Payment (SEP 1999) (Variation)
STANDARDS OF CONDUCT	27	552.203-5	Covenant Against Contingent Fees (FEB 1990)
	28	52.203-7	Anti-Kickback Procedures (JUL 1995)
	29	52.223-6	Drug-Free Workplace (JAN 1997)
ADJUSTMENTS	30	552.203-70	Price Adjustment for Illegal or Improper Activity (SEP 1999) (Applicable to leases over $100,000.)
	31	52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997)
	32	552.270-13	Proposals for Adjustment (SEP 1999)
	33	552.270-14	Changes (SEP 1999)

AUDITS	34	552.215-70	Examination of Records by GSA (FEB 1996)
	35	52.215-2	Audit and Records—Negotiation (JUN 1999)
DISPUTES	36	52.233-1	Disputes (DEC 1998)
LABOR STANDARDS	37	52.222-26	Equal Opportunity (FEB 1999) (Applicable to leases over $10,000)
	38	52-222-21	Prohibition of Segregated Facilities (FEB 1999)
	39	52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (Applicable to leases over $10,000.)
	40	52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998) (Applicable to leases over $2,500.)
	41	52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (Applicable to leases over $10,000.)
SUBCONTRACTING	42	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (AUG 1995) (Applicable to leases over $25,000.)
	43	52.215-12	Subcontractor Cost or Pricing Data (OCT 1997)
	44	52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JUN 1997)
	45	52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996) (Applicable to leases over $500,000.)
	46	52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999) (Applicable to leases over $500,000.)
ADVERTISING	47	552.203-71	Restriction on Advertising (SEP 1999)

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.

REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number 531-42-00	Dated 7/21/00

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 (JAN 1997) (VARIATION)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 6515.

(2) The small business size standard applicable to this acquisition is average annual gross revenues of $15 million or less for the preceding three fiscal years.

(b) *Representations.*

(1) The Offeror represents as part of its offer that it [ ] is, [X] is not a small business concern. (GOVERNMENTAL ENTITY)

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The Offeror represents as part of its offer that it [ ] is, [X] is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The Offeror represents as part of its offer that it [ ] is, [X] is not a women-owned small business concern.

(c) *Definitions. Small business concern*, as use in this provision, 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.

Small disadvantaged business concern, as use in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by an economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as use in this provision, means a small business concern--

(1) 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 the stock of which is owned by one ore 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 or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 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 (OCT 1995)

(a) *Representation.* The Offeror represents that it [ ] is, [ ] is not a women-owned business concern.

(b) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more; 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 whose management and daily business operations are controlled by one or more women.

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The Offeror represents that --

(a) It [ ] has, [X] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [X] 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)

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 [ ] 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. 52.222-21 - CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, 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, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the Offeror certifies 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 Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
(2) Retain the certifications in the files; and
(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
(Approved by OMB under Control Number 1215-0072.)

6. 552.203-4 - CONTINGENT FEE REPRESENTATION AND AGREEMENT (MAY 1989)

(Applies to leases which exceed $100,000 average net annual rental, including option periods.)

(a) Representation. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror or bona fide established real estate agents or brokers maintained by the Offeror for the purpose of securing business, the Offeror --

[Note: The Offeror must check the appropriate boxes. For interpretation of the term "bona fide employee or agency," see paragraph (b) of the Covenant Against Contingent Fees clause.]

(1) [ ] Has, [ ] has not, employed or retained any company or persons to solicit or obtain this lease; and
(2) [ ] Has, [ ] has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

N/A

INITIALS: _____ & _____
LESSOR GOVERNMENT

(b) Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer --

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

7. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applies to leases which exceed $100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that-- N/A

(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 _____ [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.

8. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)

(Applies to leases which exceed $100,000.) N/A

(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 resulting from this solicitation.
(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.

9. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996) N/A

(Applies to leases which exceed $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 subdivision (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.

10. 52.204-3 - TAXPAYER IDENTIFICATION (SEP 1989) (VARIATION)

(a) The Offeror is required to submit taxpayer identification information in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure or refusal by the Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract. Taxpayer information on the payee, if different from the offeror, is also required; however, it may be provided at the time of award.

(b) Offeror's Taxpayer Identification Number (TIN).

[x] TIN: 82-6000270. [ ] TIN has been applied for. [ ] TIN is not required.

(c) Corporate Status.

MUNICIPAL

[x] Corporation; [ ] Not a corporate entity; [ ] Sole proprietorship [ ] Partnership

(d) Common Parent.

"Common parent," as used in this solicitation 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.

[ ] Offeror is not owned or controlled by a common parent.
[ ] Name and TIN of common parent: Name _____ TIN _____

(e) Payee's Taxpayer Identification Number.

[x] TIN: 82-6000270. [ ] TIN has been applied for. [ ] TIN is not required.

11. OFFEROR'S DUNS NUMBER (APR 1996)

Enter number, if known: _____

INITIALS: _____ & _____
LESSOR GOVERNMENT

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code) Twin Falls Urban Renewal Agency P.O. Box 1907 Twin Falls, ID. 83303 Fred Harder Signature	Telephone Number 208-735-7290 Date

INITIALS: _____ & _____
LESSOR GOVERNMENT

1. BASIC SOLICITATION REQUIREMENTS

SECTION 1: SUMMARY

1.1 AMOUNT AND TYPE OF SPACE
1.2 AREA OF CONSIDERATION
1.3 QUALITY OF SPACE
1.4 TERM
1.5 OFFER DUE
1.6 OCCUPANCY DATE
1.7 HOW TO OFFER
1.8 UNIQUE FACTORS
1.9 PARKING
1.10 SITE
1.11 BUILDING
1.12 FIRE PROTECTION & SAFETY
1.13 OCCUPATIONAL PROTECTION, HEALTH & ENVIRONMENTAL SAFETY
1.14 LAYOUT, COMPATIBILITY AND LOCAL PLANS
1.15 HANDICAPPED PERSONS ACCESSIBILITY
1.16 EXPANSION CAPABILITY
1.17 NEGOTIATIONS

SECTION 2: AWARD

2.1 EVALUATION OF OFFERS
2.2 PRICE EVLUATION
2.3 OTHER AWARD FACTORS
2.4 AWARD

SECTION 3: MISCELLANEOUS

3.1 APPURENANT AREAS
3.2 CHANGES
3.3 WAIVER OF CLAIMS FOR WASTE OR DAMAGES
3.4 RECORDATION REQUIREMENT
3.5 VENDING FACILITIES
3.6 ADJUSTMENT FOR VACATED PREMISES
3.7 RELOCATION ASSISTANCE ACT
3.8 EVIDENCE OF CAPABILITY TO PERFORM PRIOR TO AWARD
3.9 EVIDENCE OF CAPABILITY TOPERFORM AFTER AWARD
3.10 SIGNAGE AND BUILDING DIRECTOR
3.11 FLAGPOLE

SECTION 4: HANDICAPPED PERSONS ACCESSIBILITY

4.1 PARKING
4.2 WALKS

SECTION 5: SAFETY, FIRE PROTECTION & ENVIRONMENTAL MANAGEMENT

5.1 CODE VIOLATIONS
5.2 RADON MEASUREMENTS AND CORRECTIVE ACTION

SECTION 6: INSTRUCTIONS AND PREPARATION

6.1 NOTICE TO OFFERORS
6.2 DEVIATIONS
6.3 ERASURES OR CHANGES
6.4 COMPLETON OF GSA FORM 3518

SECTION 1: SUMMARY:

1.1 AMOUNT AND TYPE OF SPACE:

The Department of Veterans Affairs (VA) is interested in leasing approximately 12,408 square feet of undeveloped land. The land must be available for use by VA for building, personnel, furnishings, and equipment. Offers must be within the square footage range, as described above, to be considered.

1.2 AREA OF CONSIDERATION:

The space must be located within the following delineated area:

North – Pole Line Road
West – Washington Street
South – Kimberley Road
East – Eastland Drive

No property within the 100-year base flood plain will be considered.

1.3 QUALITY OF SPACE:

If space in a city center neighborhood, it must be located in a prime commercial office lot and be suitable for medical purpose use. If space is outside of a city center neighborhood, it must be located an office, research, technology, or business park.

1.4 TERM:

Proposals are invited based on a 10 – year firm term.

1.5 OFFER DUE:

Offers are due by September 15, 2000, and must remain open until December 15, 2000.

1.6 OCCUPANCY DATE:

Occupancy is required by November 1, 2000.

1.7 HOW TO OFFER:

Offers must be received by the Contracting Officer no later than 4:00p.m.,local time on September 15, 2000.

Department of Veterans Affairs
Medical Center
Contracting Officer (90)
500 West Fort Street
Boise, Idaho 83702

The following documents, properly executed, must be submitted:

a. Standard form 2, U.S. Government Lease for Real Property

b. Form 3518, Representations and Certifications;

c. Information which addresses any award factors which are listed in the solicitation paragraph 2.3 of the Solicitation.

1.7 HOW TO OFFER (Cont'd):

Instructions for preparation of offers can be found in GSA Form 3516, Solicitation Provisions, and in Section 10 (Instructions and Preparations) of this solicitation. If additional information is needed, the Contracting Officer should be contacted. Whenever GSA Forms 3516, 3517, and 3518 contain a reference to GSA, it should be construed to read VA.

There will be no public opening of offers, and all offers will be confidential until the lease has been awarded; however, the Government may release proposals outside the Government to b Government support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. Offerors who desire to maximize protection of information in their offers may apply the restriction notice to their offers as prescribed in the provision entitled "52.215-12, Restriction on Disclosure and Use of Data (see GSA Form 3516, Solicitation Provisions).

1.8 UNIQUE FACTORS:

Refer to paragraphs 1.10 through 1.12 below.

1.9 PARKING:

TWENTY-SIX (26) ~~Thirty (30)~~ vehicle parking spaces, public parking, must be provided for use by patients and official Government vehicles, and must be included as part of the rental at no charge during the term of this lease. public parking lot must be available and accessible to all VA Clients & staff vehicle parking spaces. ~~Nine (9)~~ THREE (3) spaces to be handicapped.

1.10 SITE:

The site offered must meet the following minimum characteristics:

a. Be able to accommodate the proposed building and provide appropriately located parking, barrier free access to handicapped and service entrances, and safe ways of passage for pedestrians.

b. Topography of generally flat nature with no steep grades and not effected by the 100 year floodplain.

c. Prominent visibility of VA's presence and dominant ingress/egress to on-site pedestrian and vehicle circulation from primary access routes.

d. Be capable of providing visibility of VA's presence from public thoroughfares.

1.11 BUILDING:

To be provided by Veterans Administration.

1.12 FIRE PROTECTION & SAFETY:

The City of Twin Falls will provide fire protection for building on this leased lot at no charge for the duration of this lease.

1.13 OCCUPATIONAL PROTECTION, HEALTH & ENVIRONMENTAL SAFETY:

It is VA policy to lease space that does not expose the occupant to undue safety and environmental risks.

1.14 LAYOUT, COMPATIBILITY AND LOCAL PLANS:

The following must be met:

a. Potential for efficient layout for design by the Government;

b. Consistency of highest and best use in consideration with the Government's intended use, and;

c. Consistency of the proposed development with state, regional, local plans and programs.

1.15 HANDICAPPED PERSONS ACCESSIBLITY:

The lot shall comply with uniform Federal Accessibility Standards (UFAS) and VA Publication H-08-13 (Barrier Free Design Handbook). The Government will give consideration only to those offers that fully meet the requirements contained in these publications. Copies of H-08-13 and UFAS are attached to this Solicitation.

1.16 EXPANSION CAPABILITY:

During the lease term, the Government may notify the lessor of its intention to have a structural addition to the leased premises constructed, which may, at the option of the Government, contain up to 2,000 occupiable square feet. This addition will be provided by the Department of Veterans Affairs.

1.17 NEGOTIATIONS:

Negotiations will be conducted on behalf of the government by the VA Contracting Officer. The VA Contracting Officer is named on the cover of this Solicitation.

SECTION 2: AWARD

2.1 EVALUATION OF OFFERS:

Evaluation of offers and subsequent award will be made on the basis of the following factors listed in or square foot, including any option period; (1) the annual price per square foot, including any option period:(2) the quality of the site.

2.2 PRICE EVALUATION:

Price is the most important factor. The price is all inclusive of all fees and taxes.

2.3 OTHER AWARD FACTORS:

In addition to price, offers will be evaluated against the following factors, which, in accordance with paragraph 2.1 are listed in descending order of importance; the subfactors within each of the following three factors are also listed in descending order of importance:

a. **QUALITY OF SITE:** The quality of site is the next most important factor. The offeror must address each factor listed below within his design concept narrative. The VA will also use information about the site obtained during the market survey.

(1) **Degree of access to Major Highways and Public Transportation:** This factor considers ease of commuting for staff and patients, ease of public transportation, and traffic safety.

(2) **Compatibility of Surrounding Land Usage:** This factor considers the degree to which the proposed clinic will be located in a neighborhood consistent with medical office use and security of patients and personnel.

(3) **Degree of Access to Nearest Hospital Care Medical Facility:** This factor considers the location of the proposed clinic to emergency service for patients and resource sharing for staff. Offerors must provide within the design concept narrative the time and miles to nearest hospital care medical facility.

(4) **Size and Shape of Parcel, and its Topography:** This factor considers the degree to which the site can flexibly accommodate the footprints, parking and traffic patterns.

(5) **Degree of Access to Shopping and Eating Establishments:** this factor considers the location of the proposed clinic to a variety of eating and shopping establishments which may be conveniently used by VA's patients, family and staff. Offerors must provide this information within the design concept narrative.

2.4 AWARDS:

To be considered for award, offers must meet all technical requirements and specifications set out in this Solicitation. The requirements and specifications contained in this Solicitation are mandatory.

After conclusion of negotiations and review of Best and Final offers is completed, the lease will be awarded to the offeror whose offer will be most advantageous to the Government, price and other factors considered. The Contracting Officer will require the offeror selected for award to execute the proposed VA prepared lease that reflects the proposed agreement of the parties.

The proposed lease shall consist:

a. Standard Form 2 – U.S. Government Lease for Real Property

b. Form 3517, General Clauses

c. Form 3518, Representations and Certifications

d. The pertinent provisions of the offer

d. The provisions contained in this Solicitation

The award by the Government occurs upon execution of the lease by the VA Contracting Officer.

SECTION 3: MISCELLANEOUS

3.1 APPURENANT AREAS:

The right to use appurtenant areas and facilities is included. The government reserves the right to post Government rules and regulations where the Government leases space.

3.2 CHANGES:

At any time, the Contracting Officer may make changes within the scope of the lease by a written order pursuant to the Changes clause set forth in paragraph 17 of GSA Form 3517, attached hereto and made a part hereof. Such changes include correcting problems arising from on-site condition, and/or better definition of requirements. If a change causes an increase or decrease in the cost of or the time required for work performance, an equitable adjustment shall be made by lump sum payment, change in the rental rate, or revision of the delivery schedule.

Upon receipt of a written order from the Contracting Officer for a change(s), the lessor shall immediately begin to implement such a change(s). Any dispute involving entitlement to additional compensation or additional time for work performed will be resolved pursuant to the terms of the Disputes Clause, if not otherwise resolve by the parties. However, nothing in that clause shall excuse the lessor from proceeding with the lease as changed.

Lump sum payment for changes shall be made upon completion and acceptance of the change.

3.3 WAIVER OF CLAIMS FOR WASTE OR DAMAGES:

The lessor will be required to waive the right to claim for waste or damages arising from the making or removing of alterations.

3.4 RECORDATION REQUIRMENTS:

The Lessor will be required to execute all documents necessary to record the lese in the country or political subdivision in which the building is located.

3.5 VENDING FACILITIES:

The lessor will have no right to control or receive income from automatic vending machines located in the vending facility. The VA will ensure that the facility does not compete with other facilities having exclusive rights in the building., Offerors must advise the VA is such rights exist.

3.6 ADJUSTMENT FOR VACATED PREMISES:

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 firm term of the lease, the rental rate shall be reduced as follows:

The rate shall be reduced by that portion of the cost per square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 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 RELOCATION ASSISTANCE ACT:

If an improved site is offered and new construction will result in the displacement of individuals or business, the successful offeror shall be responsible for payment of relocation costs for displaced persons in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and 49 CFR Part 24.

3.8 EVIDENCE OF CAPABIITY TO PERFORM PRIOR TO AWARD:

At the time of submission of offers, offerors shall submit to the Contracting Officer:

3.9 EVIDENCE OF CAPABILITY TO PERFORM AFTER AWARD

a. Satisfactory title showing fee simple ownership of the property, or an executed lease showing a sufficient leasehold interest in the property for the term of the VA lease, including all renewal options. Fee simple title must be free of any encumbrances that may limit the rights, responsibilities or liabilities of the parties to the VA lease. If a leasehold interest is submitted as proof of control over the property, such lease must be consistent with the terms and conditions of

3.9 EVIDENCE OF CAPABILITY TO PERFORM AFTER AWARD (Continued):

the VA lease in all respects and may not be modified without the prior written approval of the Contracting officer.

FAILURE TO MEET ANY OR ALL OF THE REQUIREMENTS AS SET FORTH PARAGRAPHS 3.21 AND 3.22 WITHIN THE SPECIFIED TIME FRAMCES SHALL BE A BASIS FOR DETERMINATION OF NON-RESPONSIBILITY OR FOR TERMINATIN OF THE CONTRACT FOR DEFAULT.

FAILURE ON THE PART OF THE GOVERNMENT TO ENFORCE ITS RIGHTS TO DECLARE A DEFAULT WILL NOT BE DEEMED A WAIER OF ANY OF THE GOVERNMENT'S RIGHTS UNDER THIS SOLICITATION.

3.10 SIGNAGE AND BUILDING DIRECTORY:

VA will provide an exterior sign designating building.

3.11 FLAGPOLE:

The VA shall provide a flagpole at a location to be approved by the Contracting Officer. It must extend at least 30 feet above the ground. The Government will provide the flag. This requirement will be waived if determined inappropriate by the Government.

SECTION 4: HANDICAPPED PERSONS ACCESSIBILITY

4.1 PARKING

Locate accessible parking spaces as close as possible to accessible entrances and to an accessible walk serving these entrances.

The width of accessible parking spaces shall be at least 8' – 0".

Provide access aisles, measuring at least 5'-0" wide, on both sides of each parking space. Access aisles shall not have a slope greater than 1:50 and shall blend with the adjoining walk. Mark the access aisles to prevent vehicles parking within their limits. Use a surface for the access aisles which is stable, firm and of sufficient texture or abrasion to resist slippage.

Maintain the minimum clear width of adjoining walkways, wheelstops, railings, bollards or other devices as required.

Identify parking spaces as reserved for the handicapped through the display of the "International Symbol of Accessibility." In large lots (more than 200 spaces), provide routing signage at the entrance to the lot and other locations to direct handicapped drivers to the accessible parking spaces.

The following should be included for vans adapted for disabled drivers:

a. Three (3) spaces shall be specifically for vans. These will be included as part of the nine (9) handicapped parking spaces required in paragraph 1.9 of this Solicitation.

b. The size of accessible parking spaces for vans shall be at least 16' – 0" wide and 21'-0" long. (If access aisles are already in place, the width may be reduced to 11'-0".)

c. Appropriately identify accessible van parking spaces.

4.2 WALKS:

Provide at least one accessible walk from accessible parking spaces, passenger loading areas, public streets and sidewalks, and public transportation stops, where provided, into each accessible entrance of the building they serve. Provide at least one accessible walk between buildings on a common site.

Accessible walks shall be free of steps and abrupt changes of level. The clear width shall be at least 5'-0". A running slope exceeding 1:33 shall be treated as a ramp, but walk width shall apply. Across slope shall not exceed 1:96.

Provide level rest zones for accessible walks which have running slopes between 1:50 and 1:33. The rest zones shall be spaced at no more than 2000 feet apart and measure a minimum of 5'-0" long by the full width of the walk.

A change in level in an accessible walk between ¼" and ½" shall be beveled with a slope no greater than 1:2. A change in level exceeding ½" shall be treated as a ramp.

The surface of accessible walks shall be stable, firm and of sufficient texture to resist slippage. Where gratings are unavoidable in accessible walks, the spaces of the grating shall not be greater than ½" in the direction of travel. Grating having elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.

SECTION 5: SAFETY, FIRE PROTECTION & ENVIRONMENTAL MANAGEMENT

5.1 CODE VIOLATIONS:

Space offered must have a current occupancy permit issued by the local jurisdiction. Equipment, services, or utilities furnished and activities of other occupants shall be free of safety, health, and fire hazards. When hazards are detected, they must be promptly corrected at the lessor's expense. Where requirements conflict, the decision of the Contracting officer shall be final.

5.2 RADON MEASUREMENT AND CORRECTIVE ACTION:

Radon levels in space leased to the Government shall not equal or exceed the Environmental Protection Agency (EPA) action level for homes of 4 picocuries per liter (PCI/L).

The portion of the spaces proposed for lease to the Government which is in ground contact or closest to the ground (e.g., if space offered is on floors 4 through 8, measurement is required for the 4th floor only) shall be measured by the offeror for radon and the results certified. Radon detectors shall be placed throughout the required area to ensure each detector covers no ore than 2,000 square feet of space. Radon must be measured for a minimum of 90 days using either Alpha Track Detectors or Electret Ion Chambers except when time is of the essence, in which case the Alpha Tract Detectors may be used for a minimum period of 2 to 4 weeks or Charcoal Canisters or Electret Ion Chambers for a period of 2 to 3 days. If measurement are less than 90 days, follow-up measurements for a minimum of 90 days using either Alpha Track Detectors of Electret Ion Chambers must be done. Al laboratory detector analyses shall be performed by a laboratory successfully participating in the EPA-sponsored radon measurement proficiency program. Actual radon measurements for each detector used in support of the certification must be available for review by the Government upon request.

The radon certification shall be provided to the Contracting officer as soon as possible, but not later than the time for submission of best and final offers. If measurement reveals radon levels at or above 4PCI/L., the offeror shall develop a plan of corrective action. The successful offeror shall implement the plan prior to occupancy by the Government. When the Government determines that an award must be made prior to obtaining the radon certification, the successful offeror must provide the certification, based on

measurements done for a minimum of 90 days using either Alpha Detectors or Electret Ion Chambers, within 30 days after the test is completed, but not later than 150 days afterward.

If the spaces offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall perform the necessary radon testing and submit a certification to the Contracting Officer within 30 days after the test is completed, but not later than 150 days after the Government occupies the space.

SECTION 6: INSTRUCTION AND PREPARATION

6.1 NOTICE TO OFFRORS:

Offerors should read all parts of this Solicitation. All forms required for offer are included in this Solicitation. Any additional information must be requested in writing. Oral instructions are not binding.

6.2 DEVIATONS:

Offers will be construed to be in full and complete compliance with this Solicitation unless the offeror descries any deviation in the offer. Decisions regarding deviations which cause the offer to be non-responsive shall be made by the Contracting Officer.

6.3 ERASURES OR CHANGES:

Erasures on, or changes to, the offer forms must be initialed by the person signing the offer.

6.4 COMPLETION OF GSA FORM 3518:

The offeror must submit with the offer a signed copy of GSA Form 3518, "Representations and Certifications", with all information requested.