



**REQUEST FOR PROPOSALS  
FOR LEASE  
OFFICE SPACE  
+-3500 USABLE SQUARE FEET**

**Mississippi Department of Employment Security**  
RFx Number 3120001181 Smart Number 1671-17-R-RFPR-0003

McComb, MISSISSIPPI

**PROPOSALS DUE NO LATER THAN:**

**2:00 p.m. CDT on 7/26/2017**

Proposals shall be delivered in a sealed opaque envelope to the following address:

Danny Lynch  
Department Chief, Procurement  
Mississippi Department of Employment Security  
1235 Echelon Parkway  
P.O. Box 1699  
Jackson, Mississippi 39215-1699  
RFP 17-01

## **TABLE OF CONTENTS**

- I. ADVERTISEMENT
- II. TERMS AND CONDITIONS
- III. SPECIFICATIONS
- IV. INSTRUCTIONS TO PROPOSERS
- V. SCORING AND EVALUATION
- VI. CHECKLIST FOR PROPOSERS
- SAMPLE LEASE AGREEMENT
- OFFICIAL PROPOSAL FORM

## I. ADVERTISEMENT

The Mississippi Department of Employment Security is soliciting proposals to lease +- 3500 usable square feet of Office Space in McComb, Mississippi. Interested parties should contact Danny Lynch at 1235 Echelon Parkway or call 601-321-6134 or email bids@mdes.ms.gov for leasing information. Deadline for Receipt of Proposals is July 26, 2017.

## **II. TERMS AND CONDITIONS**

### **A. SCHEDULE**

The schedule and dates below are subject to change. The dates below are intended to provide all Proposers an estimated time frame for Receipt of Proposals and the selection process.

First Advertisement:	July 6, 2017
Second Advertisement:	July 13, 2017
Deadline for Receipt of Proposals:	July 26, 2017
Review of Proposals and Property Assessments:	On or before July 31, 2017
Final Selection:	On or before August 31, 2017
Lease Presented to RPM for PPRB Approval:	September 6, 2017
Deadline for Building Occupancy:	October 1, 2017

### **B. CLARIFICATIONS**

All requests for additional information related to this RFP shall be directed in writing to:

Danny Lynch  
Mississippi Department of Employment Security  
1235 Echelon Parkway  
Jackson, MS 39213  
601-321-6134  
Email: [bids@mdes.ms.gov](mailto:bids@mdes.ms.gov)

For E-Mails (preferred), please input "Lease RFP" in the subject line. Should a Proposer find discrepancies in, or omissions from, the Proposal Package, or be in doubt as to its meaning, the Proposer should immediately notify MDES in writing for clarification.

### **C. DISQUALIFICATION AND REJECTIONS**

The Agency / Institution reserves the right to reject any and all Proposals. Reasons for rejecting a Proposal include, but are not limited to:

- a. The Proposal is not submitted at or by the specified time
- b. Failure to meet the minimum, mandatory requirements in this RFP
- c. The Proposal is incomplete or contains irregularities, which make the Proposal indefinite or ambiguous
- d. The Proposal is not signed by the Owner or authorized Agent
- e. The Proposal contains false or misleading information
- f. The Proposal ultimately fails to meet the announced requirements of the State in some material aspect
- g. The Proposal price is clearly unreasonable

### **D. ADDENDA**

Any addenda to the Proposal Package issued before the time of Receipt of Proposals shall be included in the Proposal Package and become a part of the Lease contract. The Official Proposal Form will be modified with space to indicate the receipt of all Addenda; OR, the Proposer may elect to print each Addendum, sign and date, and submit the signed and dated Addenda WITH the Proposal. Failure to acknowledge all Addenda may render the Proposal non-responsive, if it is determined that the Addenda had a material impact on the building requirements, price or time frame for building occupancy. An example of an Addendum which would *not* impact building

requirements, price or the time frame for building occupancy would be a correction to a phone number.

**E. SUBMITTAL**

Proposals must be delivered to the address indicated in the Advertisement and in this RFP. A minimum of three (3) copies of the Proposal shall be submitted in a sealed, opaque envelope. Proposals submitted by E-Mail, Fax, or any other method than that identified here will **not be accepted**. The following is an example of the envelope itself and how it should be addressed and labeled on the outside of the envelope:

Responder's Name	
Physical Address	
TO:	MDES 1235 Echelon Parkway Jackson, MS 39213
Attn: Danny Lynch Proposal for Lease	

***NOTE: Please be sure to label the bottom left-hand corner of the envelope as "Proposal for Lease." Without this on the outside of the envelope, the Proposer risks the envelope being mistakenly opened with other mail.***

**F. WITHDRAWAL OF PROPOSAL**

No Proposer will be allowed to withdraw his or her Proposal once submitted and following the Deadline for Receipt of Proposals. Should a Proposer wish to withdraw his or her Proposal due to error or omission, once it has been submitted, the Proposer shall send a notice to the Mississippi Department of Child Protection Services, **IN WRITING**, requesting that the Proposal be withdrawn and the reason for such.

**G. RECEIPT OF PROPOSALS**

Proposals shall not be opened publicly.

**H. MANNER OF EVALUATION AND AWARD**

1. Selection Process – The Department will review the Proposals for compliance with the required documentation to determine responsiveness. The responsive submittals will then be evaluated by the Department based on the requirements specially outlined in this RFP, including but not limited to the following criteria:
  - Annual Cost (Primary)
  - Other things that may be considered
  - Age of the HVAC system(s)
  - Qualities and Characteristics of building
  - Complete and ready for occupancy

2. Right to Reject Submissions – The Department of Employment Security may at any time prior to the selection of a property and entering into final contract may reject any and all proposals and cancel this RFP, without liability therefore, when doing so is deemed to be in the Department's best interests. Further, regardless of the number and quality of proposals submitted, the Department shall under no circumstances be responsible for any proposer's cost, risk or expenses related to the development and submission of this RFP. The Department accepts no responsibility for the return of successful or unsuccessful proposals. This RFP in no way obligates the Department to select a property or to enter into a contract with the property owner. The Department reserves the right to reject a proposal if the subject building contains friable asbestos.
3. Evaluation Criteria – The qualifications will be reviewed by the Department, which will employ the following evaluation criteria: The criteria for this RFP will be the lowest cost per square foot and the overall condition of the facility.

Award, if any, shall be made to the responsive Proposer whose proposal is determined to be the most advantageous to the State, based on the Evaluation Criteria listed above; taking into consideration compliance with the requirements and Preference in this RFP. Once the Agency has made a decision of the space it wishes to Lease, the Agency will furnish all Proposers a Notice of Intent to Award. Final approval must be obtained by the Public Procurement Review Board and any Communication made prior to such approval is subject to same.

#### I. LEASE CONTRACT

The Lease Agreement shall be in the form of the State of Mississippi's Standard Lease Agreement, found in this RFP. By submitting this proposal, you are agreeing to all terms and conditions listed in the attached lease agreement. No changes can be made.

#### J. SHORT-LIST SELECTION AND BEST AND FINAL OFFER

The Agency reserves the right to do a short-list of the top-scoring proposals submitted. Should the Agency elect to perform a short-list selection, followed by Best and Final Offers, no more than three (3) proposals will be selected for the short-list. Should the Agency choose *NOT* to perform a short-list selection, selection will be made based on the original Proposals submitted.

### III. MINIMUM MANDATORY REQUIREMENTS

*This form is required to be completed by any Agency / Institution requesting to lease space from a private property owner. This form is to be included in the documents that are sent to anyone requesting Proposal Information or a Proposal Package. The intent is to provide each Landowner, or his or her representative, with sufficient information in order to formulate a lease price and time frame for any build-out, as needed. The information listed on this form is REQUIRED. The Proposer is required to provide the minimum specifications listed herein, with any and all improvements/renovations/remodeling being included in the rental amount.*

**Total Net Usable Square Feet:** +- 3500  
(This is to be taken from the RPM-3 Space Evaluation Form)

**Preferred Term (Length) of Lease:** 3 Years

**Type of Space Requested (Design Function):**

<u>  X  </u>	Office
<u>      </u>	Warehouse/Storage
<u>      </u>	Clinic / Hospital
<u>      </u>	Residential
<u>      </u>	Other

If "Other," please explain: \_\_\_\_\_

## I. SPACE REQUIREMENTS:

(Please indicate the appropriate number needed according to each type of space / area below).

### Private Offices

250 Square Feet:	_____
225 Square Feet:	<u>1</u>
175 Square Feet:	<u>3</u>
125 Square Feet:	_____
100 Square Feet:	_____

### Cubicles:

96 Square Feet:	_____
75 Square Feet:	<u>14</u>
64 Square Feet:	_____
49 Square Feet:	_____
36 Square Feet:	_____
25 Square Feet:	_____

**Number of Conference Rooms:** 1

**Conference Room Size:** + 500 Square Feet

(Should be calculated based on 25 square feet / average occupancy)

**Additional Meeting Rooms: (IT Scrum Rooms)** \_\_\_\_\_

**Additional Meeting Room Size:** + 500 Square Feet each(training lab)

(Should be calculated based on 25 square feet / average occupancy)

**Secure Storage Area:** +150 Square Feet

(Should be calculated based on 10 square feet / file cabinet)

**Copy / Work Room:** +150 Square Feet

**Receptionist Area:** +200 Square Feet

**Guest Waiting Area:** +800 Square Feet

(Should be calculated based upon 40 square feet / average occupancy at a single time)

**IT / Server Room:** 64 Square Feet

(Should be calculated based upon 30 square feet / server rack)

**Kitchen / Break Room:** +200 Square Feet

(Should be calculated based upon 25 square feet / average occupancy at a single time)

**Auditorium:** n/a Square Feet

(Should be calculated based upon 25 square feet / average occupancy at a single time)

*The following may vary depending on the furniture allocation and layout.*

Each office should contain a minimum of two (2) 110V electrical outlets, as well as one (1) phone connection for each office.

Each cubicle should contain a minimum of two (2) 110V electrical outlets, as well as one (1) phone connection for each cubicle.

Each workstation should contain a minimum of one (1) 110V electrical outlet.

Each conference room should contain a minimum of three (3) 110V electrical outlets for every five-hundred (500) square feet of space. Each conference room shall include one (1) phone / internet connection.

Each Waiting / Receptionist area should include a minimum of two (2) 110V electrical outlets in the waiting area, as well as two (2) 110V electrical outlets for the Receptionist. Receptionist also requires one (1) phone connection.

Storage Spaces shall be heated and cooled as appropriate. Each Storage space should include a minimum of one (1) 110V electrical outlet.

## II. ADDITIONAL REQUIREMENTS

Is Lessor to provide a Conference Room Projector? \_\_\_\_\_ Yes      X   No

Is Lessor to provide Seating for Waiting Area: \_\_\_\_\_ Yes      X   No

### Floor Plan (See Checklist for Proposer - Section V):

Proposer must include a floor plan with the proposal. The floor plan should include a diagram with measurements of the inside layout of the space.

### Building Requirements:

Proposed space must not abut any facility or occupied space where harmful, noxious, and/or potentially harmful odors are or could possibly be emitted.

HVAC system must be able to maintain the building's temperature at an acceptable level. For example, HVAC must be cooling at 72 degrees during summer months and heating at 70 degrees during winter months. Both temperature recommendations must be met even if building is at full occupancy.

### Restrooms:

Number of Male Restrooms:                  2        
Number of Female Restrooms:              2        
Number of Unisex Restrooms:                          

*The Numbers of Restrooms listed above are the minimum number. All restrooms shall meet ADA requirements and the number of stalls, urinals, sinks, etc. shall meet the minimum requirements of the Plumbing Code of the International Code Council (ICC).*

### Parking:

Number of Parking Spaces Required:                  +-20        
Number of Parking Spaces on Site:                  +-20        
Number of Parking Space in Proximity to Site:          +-20      

*Parking must be ADA-compliant. Based on the numbers of parking spaces, all Parking Spaces may be required to be located on site. Parking areas are to be lighted and compliant with ICC Standards for lighting requirements.*



### IT / Network Infrastructure:

The leased premises shall have fiber to the building, with a minimum of CAT 5 cabling. All offices, cubicles, conference rooms, and meeting rooms shall be wired for data services.

Square Footage for IT / Network Room: 64 sq. Ft  
Number of Servers: 0  
Number of Racks for Server(s): 1  
Total Voltage Required: \_\_\_\_\_  
Min. Cable Requirement: Single phase 240/120 CCT 5e  
Landlord required to provide Server Racks? \_\_\_\_\_ Yes X No

Min. Number of A/C Unit(s) for Server Room: A/C duct needed to room and vent in door  
Landlord required to provide A/C unit(s)? X Yes \_\_\_\_\_ No  
Generator: \_\_\_\_\_ Mandatory \_\_\_\_\_ Preferred X No Preference

Generator shall be: \_\_\_\_\_ Natural Gas \_\_\_\_\_ Diesel X No Preference

Landlord required to provide Generator? \_\_\_\_\_ Yes X No

#### Data Connections and Drops per Area:

Private Offices	(4)	<u>16 drops (4 drops per office, 2 each opposite wall)</u>
Cubicles	(14)	<u>28 drops (2 drops per cubicle)</u>
Conference Rooms	(1)	<u>2 drops</u>
Meeting Rooms		<u>0</u> per room
Consumer Examiner Area:		<u>7</u> analog telephone lines
Public/Resource		<u>10 drops</u>
Lab	:	<u>14 drops</u>
Copy / Work Room		<u>3 drops (2 Xerox copiers strategically placed; 1 Pitney Bowes</u>
Receptionist Area		<u>4 drops</u>

*There is not a required size of the A/C Unit for the IT / Server room, but the unit shall be large enough to run this room 24 / 7 / 365. This unit shall be connected to the emergency Generator.*

Access Control: \_\_\_\_\_ Card-Swipe Access \_\_\_\_\_ Keypad Password  
\_\_\_\_\_ Fingerprint X Standard Lock / Key (individual rooms)  
\_\_\_\_\_ Other  
(If "Other," please explain: \_\_\_\_\_)

*NOTE: Access to the main entrances to the space shall be controlled by card-swipe access system, but individual offices and rooms shall be formatted with standard lock and key.*

Landlord required to provide Access Control System? \_\_\_\_\_ Yes X No

### III. OPERATIONAL COSTS:

For the purposes of this Request for Proposals, this shall be a Gross Lease. The following operational costs shall be borne by the party indicated below. In all instances, Lessor is required to pay and provide all Taxes, Insurance Premiums, Sewer, Trash, and Landscaping for the building/facility.

	<b>Lessor</b>	<b>Lessee</b>	<b>No Preference</b>
Taxes	<u>X</u>	_____	_____
Insurance	<u>X</u>	_____	_____
Electricity	_____	<u>X</u>	_____
Gas	_____	<u>X</u>	_____

Water	_____	<u>X</u>	_____
Phone / Internet	_____	<u>X</u>	_____
Sewer	_____	<u>X</u>	_____
Trash	_____	<u>X</u>	_____
Janitorial Services	_____	<u>X</u>	_____
Janitorial Supplies	_____	<u>X</u>	_____
Security	_____	<u>X</u>	_____
Landscaping	<u>X</u>	_____	_____
Other:	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

#### **Other Space Requirements:**

The Generator shall be capable of supplying power for critical and life safety conditions. This shall include standby lighting, the fire protection system, Key-Card / Access Control system, Security system (if provided) and elevators (if the Lessee is not located on the ground floor). Additionally, the Generator shall be capable of supplying power to the IT / Server Room and the A/C unit(s) supplying air to the IT / Server Room. For Access Control, the main access points to the leased space shall be controlled by Key Card Access, but individual offices and rooms should be formatted with standard locks and keys.

#### **SPACE REQUIREMENTS**

The Proposer should ensure that all space requirements, as outlined in these Specifications, are met. The State of Mississippi will allow variances in square footage to a reasonable extent. For instance, if the specifications require one 150-square foot office and the Proposer has an existing office of 140 square feet, the State will allow the deviation in this instance, because the cost of relocating walls and lines for an additional 10 square feet would be cost-prohibitive. However, Proposers should ensure that space measurements are as close to the requirements spaces listed herein as much as possible. All private offices should be hard-walled.

This proposal provides the total number of Net Usable Square Feet as required by the Agency. For the purposes of this RFP, Net Usable Square Feet shall *exclude*:

- Corridors
- Bathrooms
- Stairwells
- Elevator shafts
- Shafts and Ducts
- Janitorial, Electrical, or Mechanical Closets
- Areas for A/C and Heating Systems

In the event that the Building is a multi-tenant building, the Proposer shall identify all Common Area and the prorated share of such space for the Agency.

Proposers should identify not only the Net Usable Square Feet offered for lease, but the TOTAL RENTABLE SQUARE FEET for which the agency will be billed. Rental amounts and payments will be evaluated based on this number.

#### **PROPERTY TYPE**

The Agency reserves the right to give preference to specific properties depending on the type of space requested and its original/intended use. Spaces converted from one function to another will be considered, but the Agency reserves the right to provide preference to those facilities in which the original design purpose meets the intended use of the agency. For example, buildings converted from Warehouse space into Office space will be considered, but preference will be given to those facilities originally designed and constructed as Office space.

It is common for a building to have multiple uses and functions, and to be designed for such. In this event, the State of Mississippi will classify the building's type based upon the majority of square footage. For instance, a building

that is 75% warehouse space and 25% office space will, for the purposes of this Proposal, be considered a Warehouse.

#### PROPERTY CONDITION

It is the responsibility of the Proposer (or Lessor) to ensure that the property is maintained in a reasonable working and operable condition. As such, the Proposer should ensure that the property has operation and maintenance schedules in place for all items related to the building and equipment as appropriate. If awarded a Lease Agreement, the Proposer may be required to provide copies of any operations and maintenance schedules and contracts in place. Below are some schedule items that must be met:

- **ADA Compliance:** Proposer is to ensure that the building is ADA compliant in all aspects. In the event the building is not ADA-compliant, the Proposer will be required to make the necessary modifications to ensure the building is ADA-compliant prior to occupancy. Proposers should follow all Federal and State regulations for ADA compliance to ensure all requirements are met.
- **Electrical and Lighting:** The lighting and electrical system for the building and parking areas must meet all ICC (International Code Council) Standards, Policies, and Procedures related to such.
- **Carpet:** At the inception of the Lease Agreement, carpet should be no more than four (4) years old. If carpet is more than four (4) years old, the Proposer must provide new carpet for the leased space. The minimum standard for carpet should be nylon, 26 oz. weight, Broadloom. Carpet tile is preferred, but Broadloom is acceptable. Should Broadloom be used, replacement of any carpet shall be performed after working hours, and Lessor will be responsible for moving all furniture and equipment, and then moving furniture and equipment back in the appropriate space once carpeting is complete. Damage caused to furniture and/or equipment caused by relocation shall be the responsibility of the Lessor.

All carpet shall be replaced every five (5) years or sooner.

- **Paint and Wall Coverings:** All walls must be painted or papered, as appropriate, every four (4) years or sooner. If walls have not been painted or papered within four (4) years prior to the start date of the Lease Agreement, Lessor shall paint and/or paper walls prior to occupancy.
- **Maintenance Schedules:** Lessor should have in place, at the inception of any Lease Agreement or Renewal Lease, sufficient maintenance schedules for the following items and equipment for the building:
  - Roof
  - Mechanical System
  - Electrical System
  - GeneratorLessor may be called upon to provide copies of any preventative, or scheduled, maintenance contracts to ensure that all equipment and systems in the building are being maintained. Lessor will ensure that, in as much as reasonably possible, all scheduled maintenance to the building and building systems will be performed on weekends or outside of normal business hours.
- **Parking:** Parking area should be maintained in a state of good repair and must meet ADA requirements. Parking area should be clearly striped, and parking spaces designated as appropriate (handicap spaces, space numbers, etc.). Routine checks and maintenance should be performed to the parking structure or surface to ensure longevity and long-term use of the parking surface. In the event of standing water, protruding rebar or rods, large cracks, or uneven surfaces on the parking surface, Lessor may be called upon to correct such areas as needed.

#### FURNITURE AND EQUIPMENT

In the event that the Proposer is required to provide certain furniture or equipment as part of the Lease Agreement, those items will be clearly identified in the specifications listed herein. Otherwise, all furniture and equipment associated with the function and operation of the Agency will be the responsibility of the Agency, and the Proposer will not be responsible for providing those items as part of the Lease.

### OPERATIONAL COSTS

For the purposes of this Lease, the Lessor shall be responsible for all operating costs of the building, with the exception of Phone/Internet. Lessor will be responsible for all other costs associated with the property, including but not limited to Utilities, Janitorial, Taxes, Insurance, and Maintenance Contracts.

### IT / NETWORK

All IT / Network costs for this RFP shall be in accordance with the IT/Network requirements stated above. Proposers shall ensure that the property does, or will prior to occupancy, meet the IT/Network requirements and needs specified.

### FIRE PROTECTION:

Lessor understands that all buildings and facilities shall meet all Local Fire Codes for the City/County in which the property is located.

## **III. INSTRUCTIONS TO PROPOSERS**

1. **Occupancy:** The proposed space shall be complete and ready for occupancy no later than 30 days following execution of the Lease Agreement. Should the space be ready for occupancy prior to this date, the Agency shall have the option to occupy the space sooner, as agreeable between the Lessor and Lessee.
2. **Rentable Square Feet:** Proposers are to identify the number of rentable square feet (the amount of square feet for which rent shall be paid) offered for lease. The Agency has identified the total amount of usable square feet needed, and each Proposer shall identify the rentable square feet offered for Lease, including common area.
3. **Preferences:** N/A
4. **Security:** All Proposers shall submit, WITH THEIR PROPOSALS, any proposed security measures provided to the Lessee. This may include alarms, guards, etc.

## **IV. SCORING AND EVALUATION**

Scoring and Evaluation will be performed in two (2) Phases. For the first (1<sup>st</sup>) Phase, all Proposals shall be evaluated as follows:

GRADING AND SCORING CRITERIA			
Category	Max. Points	Points Received	Formula (If Applicable)
Price	60		<i>Formula: <math>=(\text{Lowest Overall Price} / \text{Proposed Price}) \times \text{Max. Points}</math></i>
Parking	15		
Security	20		
Amenities	5		
<b>TOTALS:</b>	<b>100</b>		

Following the initial scoring identified above, those Proposals meeting an efficient, compact, and contiguous space design will be awarded up to fifteen (15) additional points. All Proposals having efficient Ease of Access to the building and premises will be awarded up to ten (10) additional points.

## **V. CHECKLIST FOR PROPOSERS**

Each Proposer should read carefully to ensure that he or she has included all required forms and documents with the Proposal. The minimum requirements which must be included are:

1. Official Proposal Form, signed and dated (Document can be found in the last section of this RFP)
2. Photos of the Interior and Exterior of the Building
3. A Sketch or Drawing of the floor plan of the proposed space. This should include measurements of the available space.
4. Proposed security measures, if any
5. RPM-5A State of Mississippi Standard Escalation Agreement, initialed where applicable (if escalations apply)

**RPM-5**

New Lease No. \_\_\_\_\_

PPRB Date \_\_\_\_\_

LEASE AGREEMENT

State of Mississippi Standard Form

This Lease Agreement entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which is on or after the date the Public Procurement Review Board approved this Lease by and between \_\_\_\_\_, whose address is \_\_\_\_\_, (hereinafter referred to as "Lessor"), and the Mississippi Department of Banking and Consumer Finance, whose address is \_\_\_\_\_ (hereinafter referred to as "Lessee"). The terms "Lessor" and "Lessee" shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties.

WITNESSETH

FOR AND IN CONSIDERATION of the rental, covenants and conditions hereinafter stipulated to be paid and performed by Lessee, Lessor does hereby demise and let unto Lessee and Lessee does hereby accept and let from Lessor, the following described property situated in the City of Mississippi, County of \_\_\_\_\_, State of Mississippi, described as follows, to-wit:

SECTION 1. The primary term of this Lease (defined for the purpose of this Lease as that period of time for which rent is to be paid) shall be for \_\_\_\_\_, commencing on \_\_\_\_\_, and ending at 12:00 midnight on \_\_\_\_\_. The Lessor agrees that should the above described space not be prepared for occupancy per the specifications agreed between Lessor and Lessee by the first day of the primary term of this Lease, the rent will be prorated accordingly or the Lease may be voided at the option of the Lessee.

SECTION 2. The Lessee agrees to pay \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per \_\_\_\_\_ to the Lessor for the demised premises, pursuant to the following schedule:

SECTION 3. The Lessee shall have, hold and use the demised premises for the purposes of conducting the business activities of \_\_\_\_\_.

SECTION 4. The Lessee will, at all times, attempt to act in a prudent manner to conserve the amount of utilities consumed. The Lessor shall furnish and pay for, as and when due, all utilities consumed or used incidentally to the demised premises, such as electricity, gas, water, sewer and all other public utilities of every nature, kind and description, or, only those utilities listed on the following lines:

**Lessee shall pay for, as and when due, all utilities consumed or used incident to the demised premises**

SECTION 5. The Lessee will, at all times, take good and ordinary care and precaution for the preservation of the demised premises. The Lessor shall furnish the following janitorial services:

**Lessee shall furnish all janitorial services.**

SECTION 6. The Lessor shall pay, during the term of this Lease and any extended term hereof, all state, county and city ad valorem taxes and special assessments assessed against the property herein demised excluding any such taxes as may be assessed against Lessee=s fixtures and equipment used in said demised premises.

SECTION 7. In the event that escalations for Lessor=s expenses are to be incorporated as a provision of this Lease, only those escalations listed, and under terms as described by the attachment of a "State of Mississippi Standard Escalation Agreement" will be acceptable.

SECTION 8. Any notice required to be given by either party to the other party under the terms of this Lease shall be served upon such party by United States Certified Mail, as follows:

To Lessor:

To Lessee:

SECTION 9. It is expressly understood and agreed that the Lessee's assumption of occupancy and the payment of rent is conditional on the receipt of Federal and/or State funds, and in the event of a discontinuance or decrease in Federal and/or State funds, and in the event of a discontinuance or decrease in Federal and/or State funds for any cause necessitating a reduction in the Lessee's staff or need for space, the Lessee's obligation for the payment of rent shall be diminished in proportion to the reduction in space without penalty or interest or the Lease may be terminated. The Lessee shall notify the Lessor at least thirty (30) days in advance of any reduction in space or termination of the Lease necessitated by the discontinuance or decrease in Federal and/or State funds.

SECTION 10. It is distinctly understood and agreed by and between the parties hereto that in the event space becomes available to the Lessee herein in any State-owned building, this Lease shall be terminated not less than 180 days from and after the date of written notice of termination of said Lease by the Lessee to the Lessor and the terms contained herein shall become null and void without further consideration by Lessee.

SECTION 11. The Lessee shall not, without the previous consent in writing of the Lessor, assign this Lease or sublet the whole or any part of the demised premises or any part thereof to be used or occupied by others, which consent by Lessor shall not be unreasonably withheld. In the event Lessor consents to any such assignment or subletting, Lessee shall remain and continue primarily liable for the performance of the covenants and obligations on his part to be performed under this Lease during the primary or any extended term hereof.

SECTION 12. The Lessor agrees to keep the building improvements erected on the demised premises insured against loss or damage by fire and all standard extended coverage perils for the full, fair insurable value thereof in a solvent and responsible company or companies authorized to do business in the State of Mississippi. The Lessor agrees to hold Lessee harmless and indemnified against any liability for injury or death to any person or damage to property in or upon the leased premises not caused directly by an act or omission of the Lessee or employee, agent, or patron of the Lessee.

SECTION 13. At the expiration of the tenancy hereby created and any extended term thereof, Lessee shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted. Lessee's obligation to observe or perform this covenant shall extend past the expiration or other termination of this Lease for not more than thirty (30) days. Any claims of Lessor against Lessee under this section must be delivered in writing to the Lessee as specified in Section 8 no later than thirty (30) days after the expiration or termination of this Lease.

SECTION 14. The Lessor covenants to keep and maintain, at Lessor's expense, said demised premises and facilities in a state of tenantable repair during the term of the Lease. Lessor shall not be called upon to make any such repairs occasioned by the acts of negligence of the Lessee, its agents, patrons, or employees, except where covered under Lessor's fire and extended coverage insurance. Lessor shall supply at Lessor's expense all filters, freon, and parts for the heating and cooling equipment and all bulbs, lamps, tubes and starters needed for light fixtures. All repairs at Lessor's expense shall include, but not be limited to (1) keeping the heating and cooling equipment operational so that temperatures remain between 68 and 78 degrees Fahrenheit; (2) maintaining elevators so as to operate safely; (3) maintaining all doors, locks and windows to operate properly; (4) maintaining all electrical equipment and plumbing pipes and fixtures to operate properly; (5) maintaining all fire and safety equipment as required by local code; (6) maintaining roof and exterior of building to prevent leaking water.

Should, at any time during the term of this Lease, hazardous material, chemical, or odor be discovered in the leased building in amounts determined by the Mississippi Department of Environmental Quality to be unacceptable, the Lessor will have sixty (60) days from the date of written notice by the Lessee to satisfactorily dispose of the hazardous material, chemical, or odor or the Lessee may terminate the Lease after sixty (60) days with no penalty to the Lessee.

SECTION 15. Should the demised building be totally or substantially destroyed by fire, the elements or otherwise, so as to render the demised building untenable, either party shall have the option to cancel the remaining portion of this Lease or of any extended term or period hereof. Lessee shall have no obligation to pay rent of any nature so long as the demised building is untenable. Lessor may offer comparable space under the same terms and conditions as this Lease, subject to Lessee's approval.

SECTION 16. Failure on the part of the Lessee to pay any installment of rent when the same comes due and payable, or failure of either Lessee or Lessor promptly and faithfully to keep and perform each and every covenant agreed and stipulated herein on the part of the Lessee or Lessor to be kept and performed, shall at the option of the Lessor or Lessee cause a forfeiture of this Lease.

Nothing contained in the foregoing paragraph shall be construed to waive either party's right to cancel this Lease in the event of any forfeiture or breach on the part of the other party hereto, all of which rights or cancellation are herein specifically reserved.

Prior to a declaration of forfeiture for default in payment of rent or additional rent, Lessor shall give to Lessee a Notice in writing thirty (30) days prior thereto in the manner provided for by Section 8 hereof, during which time Lessee may purge itself of the grounds of forfeiture by paying such rent. As to default by Lessee in performing covenants other than for payment of rent prior to a declaration of forfeiture, Lessor shall give to Lessee a notice in writing thirty (30) days prior thereto in the manner provided for by Section 8 during which time Lessee may purge itself of the grounds of forfeiture by curing the stated grounds of forfeiture within such thirty (30) days or within such longer term as may be reasonably necessary to cure such defect.

SECTION 17. Lessor covenants that the Lessee, on paying the rent herein determined, and performing the covenants and agreements hereof, shall peaceably have, hold and enjoy the demised premises and all rights, easements and privileges belonging or in anywise pertaining thereto, during the full term of this Lease, and any extension thereof.

SECTION 18. Lessor will provide paved parking area sufficient for the operation of said agencies on the leased premises, without additional cost to Lessee. Lessor will maintain such parking lot throughout the term of this Lease and any extension thereof in a serviceable condition. Lessor will reserve \_\_\_\_\_ spaces exclusively for the Lessee.

Lessor agrees to keep all parking areas provided to Lessee clean and free of trash and debris.

SECTION 19. Lessor hereby grants to Lessee the right and option to extend this Lease for a further term of up to three (3) months commencing at the expiration of the original term; provided, however, that written notice of the exercise of such option shall be given by Lessee to Lessor at least thirty (30) days before the expiration of the term of this Lease. Such extension shall be at the same annual rental rate as that provided herein for the last year of the original term and the actual rental amount shall be prorated according to the length of the additional term. All other terms and conditions set out herein shall be in effect during the term of the extension.

SECTION 20. Any request for amendments or modifications to this Lease by the Lessor or Lessee must be listed below in this section or on an addendum to this Lease as noted by listing such addendum in this section. Approval of any amendments or modifications of this Lease will become valid and made a part of this Lease only when approved by the Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board, as evidenced by the signature of its Administrator.

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date: \_\_\_\_\_

Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management

By: \_\_\_\_\_ Title: RPM Director

SECTION 21. This Lease will not become valid and binding until approved in writing by the Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board. No amendment to or modification of this Lease shall become valid and binding until approved in writing by the Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board.

SECTION 22. Lessor covenants that the demised premises included in this Lease are in compliance with the Americans with Disabilities Act, 1990, Federal and State laws, and local ordinances. At the sole discretion of the Lessee, failure to comply may result in the termination of this Lease by Lessee.

The Lessor warrants that the buildings covered by this Lease comply with all state and local building codes and all zoning ordinances and subdivision covenants.

SECTION 23. The Lessor or Lessors herein warrant that this Lease will be in compliance with Section 25-4-103 and 25-4-105 of the Mississippi Code of 1972, as amended. Should it be determined during the term of this Lease that the Lessor or Lessors are not in compliance with said statutes, the Lessee may terminate this Lease with a written thirty (30) days notice to Lessor with no penalty to the Lessee.



SECTION 24. The Lessee and Lessor may terminate this Lease, upon mutual agreement. The Lessee and Lessor shall agree in writing as to the said termination, specifying the part of the Lease terminated and when the termination becomes effective, with notification to the Bureau of Building, Grounds and Real Property Management. This Section does not affect the Sections herein that pertain to default and/or failure to comply with Lease provisions and pertains only to cancellation and/or termination of Lease, upon mutual agreement of the parties.

SECTION 25. "Contractor" in this Section shall mean Professional, Vendor, Architect, Engineer, Lessor, etc.

The State agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the Mississippi Code of 1972, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice.

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance, and upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit."

IN WITNESS WHEREOF, this Lease Agreement has been duly executed in duplicate originals on the date hereinabove set forth.

LESSOR (Individual or Corporation)

By: \_\_\_\_\_

LESSEE

By: \_\_\_\_\_

This Lease was approved on \_\_\_\_\_ by the Public Procurement Review Board, and regardless of any other date shown within, this Lease is not effective before \_\_\_\_\_, as stated in Section 1 and pursuant to Section 21 of this Lease.

**(Lessee's acknowledgment)**

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, for and on behalf of the State of Mississippi, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

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

(SEAL)

My Commission Expires \_\_\_\_\_

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**(Lessor's acknowledgment for an individual)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

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

(SEAL)

My Commission Expires \_\_\_\_\_

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**(Lessor's acknowledgment for a corporation)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

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

(SEAL)

My Commission Expires \_\_\_\_\_

**STATE OF MISSISSIPPI STANDARD ESCALATION AGREEMENT**      **RPM 5A**

Amendment to State of Mississippi Standard Lease Form **RPM-5** dated \_\_\_\_\_, by and between \_\_\_\_\_, Lessor, and \_\_\_\_\_, Lessee.

Only those Conditions #1 – 4 below initialed by Lessor and Lessee are applicable to this Lease. Condition #5 may not be excluded from this amendment. All increases in expense charged by Lessor to Lessee will be charged as additional rent. "Additional Rent" shall mean the amount of the Lessee's proportionate share of the following expenses for a particular year. Any escalation charged in a partial year of the lease will be prorated to the Lessee's total days of occupancy.

Initial:

Lessor                      Lessee

\_\_\_\_\_ Condition 1: Lessor shall pay all utility service charges assessed against the demised premises during the term of this Lease as set out in Section 4 of this Lease. Lessee agrees to pay any increase in utilities over the total utilities assessed during the first twelve (12) months of the primary term of the lease subject to the limitation in Condition 5 of this agreement, said sum to be charged to Lessee as additional rent. Prior to payment of such additional sums, Lessor shall provide Lessee and the Division of Real Property Management with copies of all utility service charge statements, and all supporting calculations, as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, and approval from the Division of Real Property Management, Lessee shall pay to Lessor such additional sums within sixty (60) days.

\_\_\_\_\_ Condition 2: Lessor shall pay all janitorial service charges assessed against the demised premises during the term of this Lease as set out in Section 5 of this Lease. Lessee agrees to pay any increase in janitorial service over the total janitorial service assessed during the first twelve (12) months of the primary term of the lease subject to the limitation in Condition 5 of this agreement, said sum to be charged to Lessee as additional rent. Prior to payment of such additional sums, Lessor shall provide Lessee and the Division of Real Property Management with copies of all janitorial service charge statements, and all supporting calculations, as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, and approval from the Division of Real Property Management, Lessee shall pay to Lessor such additional sums within sixty (60) days.

\_\_\_\_\_ Condition 3: Lessor shall pay all taxes assessed against the demised premises during the term of this Lease as set out in Section 6 of this Lease. Lessee agrees to pay any increase in taxes over the total taxes assessed during the first twelve (12) months of the primary term of the lease subject to the limitation in Condition 5 of this agreement, said sum to be charged to Lessee as additional rent. Prior to payment of such additional sums, Lessor shall provide Lessee and the Division of Real Property Management with copies of all tax statements, and all supporting calculations, as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, and approval from the Division of Real Property Management, Lessee shall pay to Lessor such additional sums within sixty (60) days.

\_\_\_\_\_ Condition 4: Lessor shall pay all property insurance premiums assessed against the demised premises during the term of this Lease. Lessee agrees to pay any increase in property insurance premiums over the total property insurance premiums during the first twelve (12) months of the primary term of the lease subject to the limitation in Condition 5 of this agreement, said sum to be charged to Lessee as additional rent. Prior to payment of such additional sums, Lessor shall provide Lessee and the Division of Real Property Management with copies of all statements, and all supporting calculations, as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, and approval from the Division of Real Property Management, Lessee shall pay to Lessor such additional sums within sixty (60) days.

\_\_\_\_\_ Condition 5: Lessor agrees that the total additional rent due by the Lessee as payment for any increase as provided by Sections 1 – 4 of this amendment, shall not exceed 10% of the total cost of the expenses included in this lease incurred during the first twelve (12) months of this lease.

## OFFICIAL PROPOSAL FORM

ADDRESS OF PROPERTY: \_\_\_\_\_

NAME OF PROPERTY OWNER: \_\_\_\_\_

NAME OF PROPERTY AGENT (if applicable): \_\_\_\_\_

TYPE OF SPACE (PRIMARY USE): \_\_\_\_\_ Office  
\_\_\_\_\_ Storage / Warehouse  
\_\_\_\_\_ Workshop / Training  
\_\_\_\_\_ Residential  
\_\_\_\_\_ Other

SPACE IS: \_\_\_\_\_ Existing  
\_\_\_\_\_ Under Construction  
\_\_\_\_\_ To be constructed

If the Space is under construction or to be constructed, the completion date is \_\_\_\_\_.

### CONTRACT RENT:

Total Rentable Square Feet Offered for Lease: \_\_\_\_\_  
Total Usable Square Feet Offered for Lease: \_\_\_\_\_  
Rentable Square Feet by Area: \_\_\_\_\_ Office  
\_\_\_\_\_ Storage  
\_\_\_\_\_ Meeting / Conference Rooms  
\_\_\_\_\_ Common Area  
\_\_\_\_\_ Other

Annual Contract Rent: \$ \_\_\_\_\_

Annual Contract Rent Per Rentable Square Foot: \$ \_\_\_\_\_

Lessor agrees to provide the following to be included in the Annual Contract Rent: **Electricity, Gas, Water/Sewer, Trash, Insurance Premiums, Taxes, Janitorial Services, Janitorial Supplies, and Landscaping.** If the Lessor chooses to provide Security for the proposed space, the cost for Security shall also be included in the Annual Contract Rent.

Are Escalations for Operating Expenses included in the Lease? \_\_\_\_\_ Yes \_\_\_\_\_ No  
**If Escalations for Operating Expenses are included in the Lease, the Lessor shall initial and submit WITH THEIR PROPOSAL a copy of the RPM-5A State of Mississippi Standard Escalation Agreement. The Lessor should initial only for those expenses for which the Lessor desires to escalate. The State of Mississippi will not accept a Gross Expense Stop as part of this Lease.**

Number of Parking Spaces included as part of this Lease: \_\_\_\_\_

Additional Parking Costs: \$ \_\_\_\_\_

**It is the responsibility of each Proposer to ensure that sufficient parking is provided pursuant to the requirements in this RFP. Should the Proposer not be the owner of some or all of the proposed parking, it is the responsibility of the Proposer to have an agreement in place with the parking owner to ensure adequate parking is provided.**

BUILDING SPECIFICATIONS (Please provide the information below as it pertains to the proposed building and space):

Gross Square Feet (Entire Building): \_\_\_\_\_

Age: \_\_\_\_\_

Type of Construction (Brick, Concrete, Wood, etc.): \_\_\_\_\_

Original Use of Building: \_\_\_\_\_

Last Major Renovation: \_\_\_\_\_

Roof Type: \_\_\_\_\_

Age of Roof: \_\_\_\_\_

A/C Type: \_\_\_\_\_

Age of A/C: \_\_\_\_\_

Heat Type: \_\_\_\_\_

Age of Heating Unit(s): \_\_\_\_\_

Ceiling Height: \_\_\_\_\_

Interior Walls: \_\_\_\_\_

Floor Covering: \_\_\_\_\_ Carpet  
\_\_\_\_\_ Tile  
\_\_\_\_\_ Carpet AND Tile  
\_\_\_\_\_ Other

Average Number of Electrical Outlets per Room: \_\_\_\_\_

Type of Lighting: \_\_\_\_\_

Number of Restrooms: \_\_\_\_\_ Men  
\_\_\_\_\_ Women  
\_\_\_\_\_ Unisex

I agree that the proposed space is in compliance with the Americans with Disabilities Act of 1990 and subsequent revisions, and if the proposed space is not in compliance with this Act and subsequent revisions, I will make the necessary modifications to bring the building into compliance:

\_\_\_\_\_ Yes \_\_\_\_\_ No

Does the Building contain Asbestos? \_\_\_\_\_ Yes \_\_\_\_\_ No

If "Yes" is the Asbestos non-friable? \_\_\_\_\_ Yes \_\_\_\_\_ No

I agree that the proposed space, on the first (1<sup>st</sup>) date of occupancy, will meet or exceed all State and Local building codes, fire and safety regulations and zoning ordinances. \_\_\_\_\_ Yes \_\_\_\_\_ No

Please DISCLOSE all owners, partners, or corporate members holding an interest in this property other than the Owner/Agent listed herein:

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*The owner(s) of this property warrant that the leasing of this property to a state agency will not be in violation of Sections 25-4-103 and 25-4-105 of the Mississippi Code.*

If the space offered for Lease is located in a multi-tenant building, please list the other tenants at this time:

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This Proposal is submitted by \_\_\_\_\_, who is the Owner of the property, or who is the acting agent of the Owner of the property duly authorized to submit this proposal on behalf of the owner(s). This offer will be held by the Owner of the property until \_\_\_\_\_.

\_\_\_\_\_  
Signature (Owner / Authorized Agent)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address