



**REQUEST FOR PROPOSALS
FOR LEASE
OFFICE SPACE
+/-3302 USABLE SQUARE FEET**

Department of Public

SUMMIT, MISSISSIPPI

PROPOSALS DUE NO LATER THAN:

10:00 A.M. on (CST) Thursday, May 25, 2017.

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

MS Dept. of Public Safety, Procurement Department
4th Floor, Room 402, 1900 E. Woodrow Wilson Boulevard
Jackson, MS 39216

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I. ADVERTISEMENT

The MS Department of Public Safety is soliciting proposals to lease +-3302 usable square feet of office space in Summit Mississippi. Interested parties should contact Betsy Toles or Sonya Toaster, Procurement Department of the MS Dept. of Public Safety, 4th Floor, 1900 E. Woodrow Wilson Ave, Jackson, MS 39215.

Specifications may be obtained from the Procurement Department at the above address or you may contact the following individuals:

Betsy Toles
601-987-1467
btoles@dps.ms.gov

Sonya Toaster
601-987-1305
stoaster@dps.ms.gov

Deadline for Receipt of Proposals is Thursday, May 25, 2017 by 10:00 a.m.

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:	May 8, 2017
Second Advertisement:	May 15, 2017
Deadline for Receipt of Proposals:	May 25, 2017
Review of Proposals and Property Assessments:	May 25 – May 30, 2017
Final Selection:	May 31, 2017
Lease Presented to RPM for PPRB Approval:	June 7, 2017
Deadline for Building Occupancy:	July 1, 2017

B. CLARIFICATIONS

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

Betsy Toles or Sonya Toaster, Procurement Department, MS Dept. of Public Safety, 1900 East Woodrow Wilson Ave, Jackson, MS 39215

For E-Mails, 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 the Agency in writing for clarification.

C. DISQUALIFICATION AND REJECTIONS

The Agency 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. Failure to acknowledge any or all Addenda
- h. The Proposal price is clearly unreasonable
- i. Failure to fill out and sign the RFP-2 form

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: Department of Public Safety,
4th Floor Procurement
1900 E. Woodrow Wilson Ave
Jackson, MS 39215

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 MS Department of Public Safety **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 specifically outlined in this RFP, including but not limited to the following criteria:
 - Annual Cost
 - Age of the HVAC system
 - Building's Professional Aesthetics
2. **Right to Reject Submissions-** The Department 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:

- i. Annual Cost (60 points) - The Annual Cost shall include Rent, Electricity, Gas, and Water. Vendor is to use prior annual amounts utility cost to estimate if available. Documentation of prior utility cost may be requested.
- ii. Age of the HVAC system (20 points) - The Department will evaluate the HVAC systems servicing each proposed location. If the proposer wishes to be evaluated based on the assurance that a new HVAC system will be installed into its location prior to the Department taking possession, the proposer should include this information in its proposal.
- iii. Professional Aesthetics – (20 points) – The Department will allocate points based on the original use at the time of construction. Any building that was built solely for an office space will receive all points. Any building that was built for another purpose, even partially, will not be awarded any points.

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. A sample scoring sheet is attached indicating all formulas for the evaluation criteria. 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: (+/-) 3302 sq. feet
(This is may be calculated based upon the Space Requirements listed below)

Preferred Term (Length) of Lease: 3 Years

Type of Space Requested (Primary Function):

☐	Office
☐	Warehouse/Storage
☐	Clinic / Hospital
☐	Workshop
☐	Residential
☐	Training
☐	Laboratory
☒	Other

If "Other," please explain: Driver's License Station

A. SPACE REQUIREMENTS

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

Private Offices

250 Square Feet:	<u>1</u>
225 Square Feet:	<u>1</u>
175 Square Feet:	<u>1</u>
170 Square Feet:	<u> </u>
140 Square Feet:	<u> </u>

Workspace: 455 Square Feet
Professional Technical: 300 Square Feet

Conference Room Size: 200 Square Feet
(Should be calculated based on 20 square feet / average occupancy)

Number of Additional Meeting Rooms:

Additional Meeting Room Size: Square Feet each
(Should be calculated based on 15 square feet / average occupancy)

Secure Storage Area: Square Feet
(Should be calculated based on 10 square feet / file cabinet)

Copy / Work Room: 50 Square Feet

Receptionist Area: 300 Square Feet

Guest Waiting Area: 600 Square Feet
(Should be calculated based upon 40 square feet / average occupancy at a single time)

Additional (20%) 201 square feet for hallways & public restrooms.

IT / Server Room: 30 Square Feet
(Should be calculated based upon 30 square feet / server rack)

Kitchen / Break Room: 150 Square Feet

(Should be calculated based upon 20 square feet / average occupancy at a single time)

Storage Room: 30 Square Feet

Employee Bathroom: 50 Square Feet

Testing Area: 105 Square Feet

(Should be calculated based upon 15 square feet / average occupancy at a single time)

Other Space Requirements:

There will need to be a customer service counter that divides the Department receptionist personnel from the visiting public. The length of the counters should be 10 feet with a partition in the center. This counter should be located in the reception area near the front entrance of the building and should be bi-level with 30" in height on the Department personnel side. The customer side must be 42" in height for 7 feet and 36" for 3 feet. Each level of the counter should be 2 feet deep. There must be two locking drawers 8" high, 21" wide, and 21" deep on the Department personnel side. A door must connect the guest waiting area with the remaining portion of the office. The copy/work room, receptionist area, workspace and waiting room must all be in an open area together totaling at least 1405 square feet. Additionally, the IT/Server room should be enclosed and air-conditioned. Counter must have at least one ADA compliant customer service counter and one ADA compliant employee service counter. ADA compliance may be of one receiving area.

The proposed space must accommodate signage on the exterior of the building. Such signage will be paid for and installed by the Department. A separate restroom is required for men and women. Any separation between toilets in the restrooms shall be commercial metal or plastic laminate partitions.

Countertops throughout the building must be a minimum of laminate quality. The kitchen/breakroom area must have a sink and at least 4 feet of USABLE counter top space. Cabinets underneath should be commercial office space quality. The space must accommodate a full size refrigerator.

The flooring in the guest waiting area, kitchen, and restrooms should be ceramic or porcelain tile. The IT server room and the secured storage room must be tile. All other rooms are to be carpet as required in this RFP.

The Department will provide its own access control system.

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 quad (1) 110V electrical outlet for a total of five work stations.

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.

B. ADDITIONAL REQUIREMENTS

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

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

Restrooms:

Number of Male Restrooms: 1
Number of Female Restrooms: 1
Number of Employee Restrooms: 1

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: 30
Number of Parking Spaces on Site: 40
Number of Parking Space in Proximity to Site:

The Number of Parking Spaces should be limited to 3.5 spaces per employee. As an example, an office containing 20 employees should require no more than 70 spaces – this accounts for employees and visitors.

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. Any new cabling required for proposed bid should be CAT 6.

Number of Servers: N/A
Number of Racks for Server(s): 1
Total Voltage Required:
Min. Cable Requirement: CAT 6

Landlord required to provide Server Racks? _____ Yes X No

Min. Number of A/C Unit(s) for Server Room: Building A/C

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 2
Cubicles 0
Conference Rooms 1

Meeting Rooms _____ 0 _____ per room
 Copy / Work Room _____ 1 _____
 Receptionist Area _____ 1 _____
 Other Area: _____

(If "Other" clarify type of area): One of the five manager offices should have 6 data connections and drops instead of 3.

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 twenty-four hours a day.

Access Control: _____ Card-Swipe Access _____ Keypad Password
 _____ Fingerprint _____ All Doors 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

C. 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.

	Lessor	Lessee	No Preference
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:	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

For the purposes of this Lease, the Lessor shall be responsible for those operational costs listed above.

D. SQUARE FOOTAGE 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.

E. 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."

F. 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. No charge will be allowed for this in addition to the rent.

All carpet shall be replaced every five (5) years or sooner. No charge will be allowed for this in addition to the rent.

- **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. No charge will be allowed for this in addition to the rent.

- **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

Lessor 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.

G. 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.

H. 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.

I. 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.

IV. INSTRUCTIONS TO PROPOSERS

1. **Occupancy:** The proposed space shall be complete and ready for occupancy no later than July 1, 2017. 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, and as approved by the Public Procurement Review Board.
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.

Preferences: Please refer to A. SPACE REQUIREMENTS AND F. PROPERTY CONDITION UNDER III. MINIMUM MANDATORY REQUIREMENTS.

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
2. Photos of the Interior and Exterior of the Building
3. Proposed Floor Plan / Sketch of layout
4. Proposed security measures, if any
5. RPM-2

VI. SAMPLE LEASE AGREEMENT

(Please see sample lease agreement contained herein.)

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 _____, 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 _____, 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 _____ Months _____, 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:

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.

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 30 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 any way 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.

As an automatic amendment to the lease, Lessor and Lessee agree to incorporate by reference all terms and conditions of the RFP entitled:

REQUEST FOR PROPOSALS
FOR LEASE
+/- 3302 USABLE SQUARE FEET

MS Department of Public Safety

Summit, Mississippi

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: BoB 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 _____

(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 _____

(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.

VII. OFFICIAL PROPOSAL FORM

(Please see official proposal form contained herein.)

OFFICIAL PROPOSAL FORM (To be completed by Proposer)

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: **Sewer, Trash, Insurance Premiums, Taxes, 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: _____

Age of Paint or Other Wall Covering: _____

Floor Covering: _____ Carpet
_____ Tile
_____ Carpet AND Tile
_____ Other

Age of Floor Covering: _____

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

Is this building in a Flood Zone? _____ Yes _____ No.

If Yes, please list the Flood Zone and Floodplain Elevation: _____

Regardless of whether in a Flood Zone, will Lessee insure Lessor's contents against ALL hazards?

_____ Yes _____ No

Is any percentage of the Leased Premises federally funded?

_____ Yes _____ No

Please provide a good faith estimate of the annual utility cost which would be incurred by the DOR for the leased premises: _____

Please provide a good faith estimate of the annual janitorial cost which would be incurred by the DOR for the leased premises: _____

Please provide a good faith estimate of the annual parking cost for the leased premises: _____

Please state the age of the HVAC system which will service the leased premises: _____

I agree that the proposed space, on the first (1st) 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:

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:

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

VIII. SAMPLE SCORING SHEET

(Please see sample scoring sheet contained herein.)

Vendor Name _____

Did vendor meet the minimum requirements which is starting on page 6 - of the RFP?
(Circle Yes or No)

Rating Criteria	Weight	Total
Age of the HVAC system	20%	
Professional Aesthetic	20%	
Annual Cost - shall include Rent, Electricity, Gas and Water. Vendor is to use prior annual amounts utility cost to estimate if available. Documentation of prior utility cost may be requested.	60%	
Total Score	100%	

Evaluator's Signature

IX. RPM 2

CONDITIONS FOR SUBMITAL OF LEASE PROPOSAL

RPM-2

This section filled in by agency representative requesting proposal.

DEADLINE FOR SUBMITTING PROPOSAL: TIME _____ p.m. DAY _____ DATE _____

ADDRESS TO RECEIVE PROPOSAL: _____

AGENCY REQUESTING PROPOSAL: _____

AGENCY CONTACT FOR PROPOSAL: _____

THIS LEASE PROPOSAL IS NOT A BID AND IS NOT SUBJECT TO THE BID LAWS OF THE STATE OF MISSISSIPPI.

As the owner/agent of the property offered for lease by this proposal, I understand that acceptance of my proposal is not contingent solely on the contact rent quoted herein. The costs for utilities, janitorial services, parking, remodeling, moving expense, telephone hook-up, etc. will all be considered in determining the TOTAL COST of the lease. Building condition, location, adaptability, and accessibility for the handicapped will all be factors in determining the most **SUITABLE** space for the agency requesting this proposal.

I understand that my building must meet the minimum requirements for accessibility as described by the Americans with Disabilities Act of 1990. If my building does not meet the minimum requirements for accessibility determined necessary by the agency, my proposal may be declared unacceptable.

As owner/agent of the property offered for lease by this proposal, I have examined the proper authority for the agency requesting this proposal to obtain all the specifications the agency has determined as necessary to qualify as **SUITABLE** space. I understand that the agency has possession of the manual which states the policy and procedures all state agencies must follow when procuring leased space and that the agency can provide me a copy of this manual at my request. I have discussed these procedures with a member of the agency and I understand these procedures for leasing property.

As owner/agent of the property offered for lease by this proposal, I understand that having delivered this proposal to the agency prior to the deadline the agency has imposed, my proposal of rent cannot be changed or amended in any manner, unless the agency, by written notice to me, has informed me that all proposals received were determined to be unacceptable, and that the agency is again requesting proposals for leases.

The space offered for lease by submittal of my proposal should be held available to the agency for a period not less than 60 days from the date listed herein as the deadline for receiving lease proposals. As owner/agent of the property offered for lease by this proposal, I understand that if I cannot hold this property available for this 60 day period the agency may consider my proposal as unacceptable.

Only those proposals submitted to the requesting agency by completion of pages 1-4 of this form will be considered. All proposals are to be submitted in a sealed envelope addressed to the agency requesting this proposal to the attention of the agency contact, and identified on the front of the envelope as "**PROPOSAL FOR LEASE**".

By evidence of my signature, I acknowledge that I have read the conditions stated above before submittal of my proposal and that I fully understand these conditions. I warrant that the owner(s) of this property will not be in violation of Sections 25-4-103 and 25-4-105 of the Mississippi Code by leasing this property to a state agency.

Signature Owner/Agent

Date Submitted

This section filled in by agency representative:

The building described in this proposal was inspected by _____ (Name)

_____ for the agency accompanied by _____ (Name)

for the owner on _____ (Date). As a result of this inspection, I have found the information submitted by this proposal to be

☐ correct or ☐ in error as described by attachment.

Signed (Agency Representative)

RPM2 (Page 1 of 4)
PROPOSAL FOR LEASE RPM-2

(This proposal form must be completed by the owner/agent of the property.)

NAME OF PROPERTY OWNER _____
ADDRESS _____
NAME OF PROPERTY AGENT _____
ADDRESS _____
SUBMITTED TO _____
STATE AGENCY/DEPARTMENT _____
DIVISION _____
TYPE OF SPACE ☐ OFFICE ☐ STORAGE/WAREHOUSE ☐ OTHER ☐
SPACE IS: ☐ EXISTING ☐ UNDER CONSTRUCTION ☐ TO BE CONSTRUCTED
DATE OF COMPLETION _____
ADDRESS OF SPACE OFFERED _____
DESCRIPTION OF BUILDING: GROSS SQUARE FEET _____ AGE _____ TYPE OF CONSTRUCTION _____
ORIGINAL USE _____ PRESENT USE _____
LAST DATE REMODELED _____ (Attach Description)
LAST DATE REPAIRED _____ (Attach Description of Repairs)
ROOF TYPE _____ LAST DATE SERVICED _____
A/C TYPE _____ AGE _____ LAST DATE SERVICED _____
HEAT TYPE _____ AGE _____ LAST DATE SERVICED _____
CEILING HEIGHT _____ TYPE _____
INTERIOR WALLS: ☐ DRY WALLS ☐ PLASTER ☐ PANEL ☐ OTHER _____
LAST DATE PAINTED OR PAPERED _____
FLOOR COVERING: ☐ CARPET ☐ TILE ☐ OTHER _____ LAST DATE INSTALLED _____
ELECTRICAL OUTLETS: # PER ROOM _____ (Average)
LIGHTING: TYPE _____
NUMBER OF BATHROOMS: PUBLIC _____ RESERVED _____ AGE OF FIXTURES: _____
ACCESSIBLE TO HANDICAPPED: ☐ YES ☐ NO
IF NO: I WILL MAKE THE NECESSARY IMPROVEMENTS TO THE SPACE AS REQUIRED BY THE AGENCY TO MEET THE MINIMUM REQUIREMENTS AS DESCRIBED BY THE AMERICANS WITH DISABILITIES ACT 1990. ☐ YES ☐ NO
DOES THIS BUILDING CONTAIN ASBESTOS? ☐ YES ☐ NO IS THE ASBESTOS NON-FRIABLE? ☐ YES ☐ NO
IF YES, DESCRIBE BY LOCATION: _____
TOTAL RENTABLE SQUARE FEET _____ (OFFERED FOR LEASE)
1ST FLOOR _____ SQ. FT. OTHER _____ SQ. FT.
NET USABLE SQ. FT.: OFFICE _____
(Measured per RPM STORAGE _____
Policy, Page 11 in Manual) WAREHOUSE _____
OTHER _____
COMMON AREA _____ (Halls, public restrooms, elec./jan. closet, elevator, stairwell, etc.)
TOTAL NET USABLE SQ. FT.: _____ (Do not include common areas or area not reserve
exclusively for agency's business.)

**BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY
MANAGEMENT
STATE AGENCY LEASING IN NON-STATE-OWNED SPACE**

CONTRACT RENT: _____ LEVEL _____ ESCALATES # OF YEARS OFFERED _____
(Attach Rent Schedule as Below for each Year if Escalating)

ANNUAL \$ AMOUNT: \$ _____ PAID: _____ MO _____

\$ AMOUNT PER SQ. FT.: (Annual Rent - Square Feet Leased)

ANNUAL RENT - TOTAL AREA \$ _____ YR.

ANNUAL RENT - NET USABLE AREA \$ _____ YR.

(Measured per RPM Policy)

UTILITIES: (Elec., Gas, Water, Sewer, Trash) ☐ INCLUDED ☐ NO

ALLOWANCE IF INCLUDED IN RENT: \$ _____ YR.

ESTIMATED IF NOT INCLUDED: \$ _____ YR.

(Previous yr's cost is acceptable)

JANITORIAL COST: (Labor, Supplies) ☐ INCLUDED ☐ NOT INCLUDED

ALLOWANCE IF INCLUDED IN RENT: \$ _____ Year

(Attach a schedule of services, days, time, who furnishes supplies.)

OTHER COST NOT INCLUDED IN RENT: _____

MAINTENANCE: LEASED AREA _____ COMMON AREA _____ BOTH _____

(Fill in if Expenses are Included in Rent)

ESCALATIONS: _____ YES _____ NO EXPENSE STOP: \$ _____ SQ. FT.

Escalations to be based on indexes are not acceptable. Base year will be the year the lease originated.

PRESENT COST OF EACH EXPENSE: (Total building or pro-rate)

\$ _____ UTILITIES: \$ _____ JANITORIAL \$ _____ ADVALOREM TAX
\$ _____ PROPERTY INSURANCE _____ MAINTENANCE CONTRACTS

TOTAL ESCALATIONS for expenses cannot exceed 10% of the cost incurred during the first year of the lease. (Proper receipts of payments for each item of escalation must be provided to the Lessee and the Division of Real Property Management prior to being charged as additional rent.)

NEW PAINT IN RENT: _____ YES _____ NO EXTERIOR _____ INTERIOR

NEW FLOOR COVERING IN RENT: _____ YES _____ NO TYPE _____

REMODEL TO LESSEE'S SPECIFICATIONS: _____ YES _____ NO

TIME TO COMPLETE REMODELING: _____

COST FOR HANDICAP ACCESSIBILITY: _____

TOTAL COST TO REMODEL: _____ (Attach Specifications)

(If cost exceeds \$4.00 sq. ft., "Conditions of Lease Proposal for New Construction" must be included.) Show that portion of this cost attributable to Handicap Accessibility requirements.

COST INCLUDED IN RENT: _____ YES _____ NO

THIS PROPERTY IS LOCATED IN A FLOODPLAIN ZONE: _____ A, _____ B, _____ C ZONE (Certified by Engineer)

I WILL PROVIDE FLOOD INSURANCE FOR THE AGENCY AS REQUIRED BY THE STATE'S FLOODPLAIN POLICY:

_____ YES _____ NO

BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT
STATE AGENCY LEASING IN NON-STATE-OWNED SPACE

RPM2 (Page 3 of 4)

PARKING PROVIDED FOR AGENCY: ☐ YES ☐ NO
NUMBER OF SPACES RESERVED FOR AGENCY:
PARKING ON SITE _____ OR PROXIMITY TO SITE
PARKING OWNED BY: _____ LESSOR _____ OTHER
COST IN RENT: ☐ YES ☐ NO
COST IN ADDITION TO RENT: \$ _____ /YEAR.= \$ _____ PER SPACE

ONLY THE STATE'S STANDARD LEASE FORM WILL BE ACCEPTED FOR OFFICE SPACE.

I warrant that this building will be in good repair on the 1st date of occupancy and that it meets or exceeds all state and local building codes, fire and safety regulations, and zoning ordinances. ☐ YES ☐ NO (If "No" explain on attachment.)

DISCLOSURE of ALL owners, partnerships, or corporate members holding an interest in this property other than the owner/agent listed herein.

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.

The owner(s) of this property have identified themselves as belonging to one or more of the following categories:

☐ American Indian ☐ Hispanic ☐ Black ☐ Asian ☐ Female ☐ Small Business

The owner(s) of this property understand that the purpose of identification by one or more of the above categories is to provide the agency with information concerning minority/small business status. This information will not be used in the analysis of the proposal.

If none of the above categories are marked, the owners will not be identified as a minority/small business.

This proposal is submitted by _____ who is the _____ OWNER _____ AGENT of the property offered for lease by this proposal. The space offered for lease will be held available for the agency until (Date).

Signature Owner/Agent

Date

Address

Phone Number

Other Pertinent Information About Your Property May be Attached to this Proposal.

Attach two exterior photos and two interior photos of the building.

Attach a sketch of the floorplan with dimensions as measured by RPM policy (Page 17 of the Policy and Procedure Manual.)

RPM2 (Page 4 of 4)

**BUREAU OF BUILDING, GROUNDS AND REAL
PROPERTY MANAGEMENT
STATE AGENCY LEASING IN NON-STATE-OWNED
SPACE**

CONDITIONS OF LEASE PROPOSAL FOR NEW CONSTRUCTION

RPM-2A

As builder/contractor/owner, I understand that the submittal of my proposal to lease space to a state agency in a building I intend to build/renovate/remodel will be considered by the agency in the same manner as lease proposals for existing buildings.

I understand that no agency of the state, or employee of the state, without the prior approval of the Public Procurement Review Board and the Office of General Services, has the authority to approve terms of a lease which involves remodeling of a building for use by an agency of the state. Also, the construction/renovating of a building for a state agency requires specific legislation to do so. Neither the Public Procurement Review Board nor the Office of General Services can provide the necessary legislation.

I understand that the agency, when considering my proposal for a lease in a building I intend to construct/remodel/renovate, will view this building as if completed and available for lease to parties other than the state agency receiving my proposal, whether the specifications used for the building were designed by the builder/contractor/owner or other party.

I understand that if the building I intend to construct/remodel/renovate is not completed per the specifications listed in my proposal by the date specified in the lease, the state agency that executed the lease will have the option to (1) reduce the rent proportionately by the number of days after the date specified in the lease that the agency occupies the building, or, (2) terminate the lease. Should the lease be terminated, neither the state agency that executed the lease, nor any other state agency will be liable to pay any of the rent or the cost incurred by the builder/contractor/owner of the building for construction/remodeling/renovation.

I understand that should my proposal be accepted by the agency that it was submitted to, and should my proposal be approved by the Public Procurement Review Board, neither the agency executing the lease, nor other agency of the State, will be obligated to occupy this space for any term beyond the dates specified in the lease.

I understand that neither the agency executing the lease, nor other agency of the State, will be obligated to pay the builder/contractor/owner of the building any amount other than the rent specified in the lease for the term of their occupancy of the building, whether or not this amount fully reimburses the builder/contractor/owner for the cost of the construction/remodeling/renovations of the building.

I understand that no condition of the lease can provide for any lump-sum payment for construction/remodeling/renovation or any payments in advance other than for rent, which shall be prorated in equal payments through the term of the lease.

I understand that should I elect not to sign this agreement, either the agency to which my proposal was submitted or the Division of Real Property Management may refuse to accept my proposal for lease.

By evidence of my signature, I acknowledge that I have read the conditions stated above before submittal of my proposal, and that I fully understand these conditions.

Builder/Contractor/Owner

Date