



**REQUEST FOR PROPOSALS
FOR LEASE
WAREHOUSE SPACE
+-8000 USABLE SQUARE FEET**

Mississippi Department of Employment Security

PROPOSALS DUE NO LATER THAN:

10:00 a.m. CDT on 4/25/2018

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 18-03

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I. ADVERTISEMENT

The Mississippi Department of Employment Security is soliciting proposals to lease +/- 8000 usable square feet of Office Space in Jackson or surrounding area, Mississippi. Interested parties should contact Danny Lynch at 1235 Echelon Parkway by email at bids@mdes.ms.gov for leasing information. Deadline for Receipt of Proposals is April 25, 2018.

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. The purpose of this RFP is to acquire warehouse space for the Mississippi Department of Employment Security (hereinafter MDES).

First Advertisement:	March 28, 2018
Second Advertisement:	April 4, 2018
Deadline for Receipt of Proposals:	April 25, 2018
Lease Presented to RPM for PPRB Approval:	June 6, 2018
Deadline for Building Occupancy:	July 1, 2018

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
Email: bids@mdes.ms.gov

When e-mailing, 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

MDES 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 MDES, **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 – MDES will review the Proposals for compliance with the required documentation to determine responsiveness. The responsive submittals will then be evaluated by MDES based on the requirements specifically outlined in this RFP, including but not limited to the following criteria:

- Annual cost (Primary)
- Age of the HVAC system(s)
- Qualities and characteristics of building

- Complete and ready for occupancy
2. Right to Reject Submissions – MDES 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 MDES’ best interests. Further, regardless of the number and quality of proposals submitted, MDES shall under no circumstances be responsible for any proposer’s cost, risk or expenses related to the development and submission of this RFP. MDES accepts no responsibility for the return of successful or unsuccessful proposals. This RFP in no way obligates MDES to select a property or to enter into a contract with the property owner. MDES reserves the right to reject a proposal if the subject building contains friable asbestos.
 3. Evaluation Criteria – The qualifications will be reviewed by MDES, 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 MDES has made a decision of the space it wishes to Lease, MDES 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

MDES reserves the right to do a short-list of the top-scoring proposals submitted. Should MDES 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 MDES choose *NOT* to perform a short-list selection, selection will be made based on the original Proposals submitted.

III. SPECIFICATIONS

Total Net Usable Square Feet: +- 8000
(This is to be taken from the RPM-3 Space Evaluation Form)

Preferred Term (Length) of Lease: 5 Years

Type of Space Requested (Design Function):

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

If "Other," please explain: _____

A. SPACE REQUIREMENTS -

- Warehouse space shall be located in or within the surrounding areas of Jackson, MS with preference that the location be in close proximity to the State Headquarters of MDES located at 1235 Echelon Parkway
- Minimum one (1) loading dock and one (1) rollup bay door accessible to semi-tractor trailers and straight box trucks
- Warehouse space must be heated and cooled
- Good lighting – preferably high efficiency lighting
- The building must be secured by working locks on all entrances and doors

B. ADDITIONAL REQUIREMENTS

- **Floor Plan:**
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.
- **Restrooms:**
The warehouse must have at least one working restroom.
- **Environmental Disclosure:**
The premises must be free of any toxic or potentially hazardous substances as defined by Federal and State laws and regulations.

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).

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

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.
- **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.
- **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
 - Generator

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 reasonable possible, all scheduled maintenance to the building and building systems will be performed in a timely manner with minimal interference to MDES employees.

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 MDES will be the responsibility of MDES, 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, including but not limited to Utilities and Janitorial, if needed.

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. 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 (RPM 2: 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. Most recent ad valorem tax amount for the county in which the building is located.

VI. ATTACHMENTS

PROPOSAL FORM

Bureau of Building, Grounds and Real Property Management
RPM-2

CONDITIONS FOR SUBMITAL OF LEASE PROPOSAL:

DEADLINE FOR SUBMITTING PROPOSAL: 10:00 a.m. CDT April 25, 2018
ADDRESS TO RECEIVE PROPOSAL: 1235 Echelon Parkway Jackson, MS 39213
AGENCY REQUESTING PROPOSAL: Mississippi Department of Employment Security
AGENCY CONTACT FOR PROPOSAL: Danny Lynch

ADDENDA RECEIPT ACKNOWLEDGMENT:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____
Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

OFFEROR CERTIFICATION: (This section must be completed by the owner/agent of the property.)

As the owner/agent of the property offered for lease by this proposal, I understand that award of proposal is not contingent solely on the contact rent quoted herein. The costs for utilities, janitorial services, security, parking, relocation expense, and information technology will all be considered in determining the total cost to agency of the lease. Building condition, location, adaptability, accessibility for the handicapped along with all mandatory minimum requirements identified in the Request for Lease Proposal (RLP) will all be factors in determining the responsibility of this proposal.

As owner/agent of the property offered for lease by this proposal, I understand that my proposal of rent cannot be changed or amended in any manner after the time and date set for the receipt of Lease Proposals unless the agency shall establish a common date and time for the submission of any best and final offers. I understand that the agency is not obligated to seek any best and final offers and instead make an award based upon the initial offers received only.

As owner/agent of the property offered for lease by this proposal, I affirm that the space offered for the amount proposed will 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 failure to completely fill in all forms and furnish other information as may be identified in the RLP, submitting all items in the form and method as identified in the RLP including acknowledgment of all addenda issued, by the time and date set for the receipt of Lease Proposals may cause my proposal to be deemed non-responsive.

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 further warrant that the owner(s) of this property will not be in violation of 25-4-105 *Certain actions, activities and business relationships prohibited or authorized* of the Mississippi Code by leasing this property to a state agency.

NOTE: Failure to sign certification will cause proposal to be rejected as non-responsive.

Signature (Property Owner/Agent)

AGENCY CERTIFICATION: (This section filled in by agency representative after receipt of Proposals.)

The building described in this proposal was inspected by _____ (Name) for the using agency and 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.

Signature (Using Agency Representative)

Date

PROPERTY DETAILS: (This section must be completed by the owner/agent of the property.)

NOTE: Failure to respond completely and/or to include/attach any supplemental documentation identified in the RLP may cause proposal to be rejected as non-responsive.

NAME OF PROPERTY OWNER: _____

ADDRESS: _____

NAME OF PROPERTY AGENT: _____

ADDRESS: _____

TYPE OF SPACE OFFICE STORAGE/WAREHOUSE OTHER, DESCRIBE: _____

SPACE IS: EXISTING, "AS IS" TO BE RENOVATED UNDER CONSTRUCTION TO BE CONSTRUCTED

DATE OF COMPLETION: _____

ADDRESS OF SPACE OFFERED: _____

DESCRIPTION OF BUILDING: GROSS SQUARE FEET: _____ FLOORS: _____ AGE: _____

TYPE OF CONSTRUCTION: _____

ORIGINAL USE: _____ PRESENT USE: _____

ROOF TYPE: _____ AGE: _____ ACTIVE WARRANTY IN PLACE? YES NO

A/C TYPE: _____ AGE: _____ LAST DATE SERVICED: _____

HEAT TYPE: _____ AGE: _____ LAST DATE SERVICED: _____

AVG. CEILING HEIGHT: _____ TYPE(S): ACT DRYWALL PLASTER OTHER, DESCRIBE: _____

INTERIOR WALL TYPE(S): DRYWALL PLASTER OTHER, DESCRIBE _____

WALL FINISH TYPE(S):

PAINT, LAST RE-PAINTED DATE: _____

WALL COVERING, LAST REPLACED DATE: _____

CERAMIC/PORCELAIN TILE

OTHER, DESCRIBE: _____

FLOOR COVERING TYPE(S):

CARPET, LAST INSTALLED DATE: _____

VCT/VINYL, LAST INSTALLED DATE: _____

CERAMIC/PORCELAIN TILE, LAST INSTALLED DATE: _____

OTHER, DESCRIBE: _____

POWER DISTRIBUTION: COMPLIES WITH RLP WILL COMPLY PRIOR TO OCCUPANCY

GENERATOR: COMPLIES WITH RLP WILL COMPLY PRIOR TO OCCUPANCY N/A

TYPE: NATURAL GAS DIESEL DUAL FUEL

DATA/TELEPHONE:

CABLE TYPE: _____

OUTLET QUANTITY: COMPLIES WITH RLP WILL COMPLY PRIOR TO OCCUPANCY

SERVER RACKS: COMPLIES WITH RLP WILL COMPLY PRIOR TO OCCUPANCY N/A
DEDICATED SERVER ROOM HVAC: COMPLIES WITH RLP WILL COMPLY PRIOR TO OCCUPANCY
 N/A

LIGHTING: TYPE _____

NUMBER OF BATHROOMS: PUBLIC: _____ TENANT ONLY: _____

ADA COMPLIANT: YES TO BE MODIFIED TO COMPLY WITH ADA

DOES THIS BUILDING CONTAIN ASBESTOS? YES NO

IF YES, IS THE ASBESTOS NON-FRIABLE? YES NO, WILL BE ABATED PRIOR TO OCCUPANCY

IF YES, DESCRIBE BY LOCATION: _____

TOTAL RENTABLE SQUARE FEET PROPOSED FOR LEASE: _____

PROPOSED 1ST FLOOR SPACE (IF ANY): _____ SQ. FT. PROPOSED SPACE OTHER FLOOR LEVELS:
_____ SQ. FT.

ARE ANY SHARED BUILDING SERVICE AREA(S) INCLUDED?

DESCRIBE SPACE(S) INCLUDED: _____

IF INCLUDED, IS THIS PROVIDED AT NO ADDITIONAL COST? YES NO

IF SPACE INCLUDED IN RENTABLE SF, IDENTIFY SF OF SPACE(S) AND PRO-RATED AMOUNT ASSESSED:

NOTE: Rentable Area, in a single-tenant building is equal to Occupant Area. For multi-tenant buildings, Rentable Area is equal to the Occupant Area plus the pro-rated portion of Building Amenity Areas attributable to the Occupant Area. Occupant Area shall be calculated in accordance with BOMA standards and shall exclude Building Service Areas (building lobby, public corridors, and public restrooms in multi-tenant buildings as well as janitors' closets, mechanical, electrical and communications rooms and closet, loading docks, shipping and receiving areas, building management and maintenance areas in all buildings) and Major Vertical Penetrations.

FINANCIAL DETAILS: (This section must be completed by the owner/agent of the property.)

NOTE: Fill out "FLAT RATE" or "GRADUATED RATE" sections as appropriate, but not BOTH.

BASE TERM: 5 Years

ANNUAL \$ AMOUNT (FLAT RATE): \$ _____ = _____ (RENTABLE SF) x _____ (FLAT RATE PER SF)

Total Rent Over 5 Years: \$ _____ (Above Amount Times Base Term Years)

ANNUAL \$ AMOUNT (GRADUATED RATE):

Year 1: \$ _____ = _____ (RENTABLE SF) x _____ (YEAR 1 RATE PER SF)

Year 2: \$ _____ = _____ (RENTABLE SF) x _____ (YEAR 2 RATE PER SF)

Year 3: \$ _____ = _____ (RENTABLE SF) x _____ (YEAR 3 RATE PER SF)

Year 4: \$ _____ = _____ (RENTABLE SF) x _____ (YEAR 4 RATE PER SF)

Year 5: \$ _____ = _____ (RENTABLE SF) x _____ (YEAR 5 RATE PER SF)

Year 6: \$ _____ = _____ (RENTABLE SF) x _____ (YEAR 5 RATE PER SF)

Total Rent Over 5 Years: \$ _____ (Total of Annual Amounts Above)

Rent to be paid on a MONTHLY QUARTERLY YEARLY basis.

FIRST RENEWAL TERM: _____

ANNUAL \$ AMOUNT (FLAT RATE): \$ _____ = _____ (RENTABLE SF) x _____ (FLAT RATE PER SF)

Total Rent First Renewal: \$ _____ (Above Amount Times Renewal Term Years)

ANNUAL \$ AMOUNT (GRADUATED RATE):

Year 1: \$ _____ = _____ (RENTABLE SF) x _____ (YEAR 1 RATE PER SF)

Year 2: \$ _____ = _____ (RENTABLE SF) x _____ (YEAR 2 RATE PER SF)

Total Rent First Renewal: \$ _____ (Total of Annual Amounts Above)

SECOND RENEWAL TERM: _____

ANNUAL \$ AMOUNT (FLAT RATE): \$ _____ = _____ (RENTABLE SF) x _____ (FLAT RATE PER SF)

Total Rent Second Renewal: \$ _____ (Above Amount Times Renewal Term Years)

ANNUAL \$ AMOUNT (GRADUATED RATE):

Year 1: \$ _____ = _____ (RENTABLE SF) x _____ (YEAR 1 RATE PER SF)
Year 2: \$ _____ = _____ (RENTABLE SF) x _____ (YEAR 2 RATE PER SF)
Total Rent Second Renewal: \$ _____ (Total of Annual Amounts Above)

TOTAL RENT (BASE TERM TOTAL PLUS RENEWAL TERM TOTALS): \$ _____

UTILITIES:

Elec. INCLUDED NOT INCLUDED, IDENTIFY ESTIMATED COST: \$ _____ YR.
Gas INCLUDED NOT INCLUDED, IDENTIFY ESTIMATED COST: \$ _____ YR.
Water INCLUDED NOT INCLUDED, IDENTIFY ESTIMATED COST: \$ _____ YR.
Sewer INCLUDED NOT INCLUDED, IDENTIFY ESTIMATED COST: \$ _____ YR.
Trash INCLUDED NOT INCLUDED, IDENTIFY ESTIMATED COST: \$ _____ YR

JANITORIAL:

Services: INCLUDED NOT INCLUDED, IDENTIFY ESTIMATED COST: \$ _____ YR.
Supplies: INCLUDED NOT INCLUDED, IDENTIFY ESTIMATED COST: \$ _____ YR.

TAXES: Owner/agent shall include any applicable taxes in base rent amount. For purposes of reporting only, identify:

PROPERTY TAXES: \$ _____ YR.
OTHER AD VALOREM TAXES: \$ _____ YR.

SECURITY:

Access Control System INCLUDED CONDUIT ONLY NOT INCLUDED MONITORED
ESTIMATED COST FOR MONITORING IF NOT INCLUDED: \$ _____ YR
Building Receptionist YES NO
Building Security Officer(s) INSIDE OUTSIDE BOTH
DAYS OF WEEK INCLUDED IF PROVIDED Monday thru Friday Weekends
HOURS INCLUDED IF PROVIDED Regular Working Hours 24/7

PROPERTY CONDITIONS: (This section must be completed by the owner/agent of the property.)

Owner/agent proposes existing property "as is" and represents that this meets all Agency's requirements without any modifications required prior to occupancy.

NOTE: If space is proposed "as-is" and agency cannot confirm that existing property complies with all noted requirements, proposal may be rejected as non-responsible.

Owner/agent includes in Proposal any/all modifications to existing property required to meet the Agency's requirements prior to occupancy. RPM-2A form must be included with Proposal to be considered responsive. Such modifications required to comply with the Agency's requirements and/or proposed by owner/agent as a part of his Proposal will include:

Revisions to interior layout to comply with space needs: YES NO
Revisions to comply with Code/ADA: YES NO
New paint/wall covering/tile/other finishes (Inside): YES NO PARTIAL (Explain on attachment)
New paint (Outside): YES NO
New floor covering: YES (Explain scope on attachment) NO
New Roof: YES NO
New A/C unit (Inside): YES NO
New A/C unit (Outside): YES NO
New heating equipment: YES NO

FLOODPLAIN: (This section must be completed by the owner/agent of the property.)

Owner/agent represents existing property is not in an "A" or "V" flood zone
 Owner/agent represents existing property is in an "A" or "V" flood zone, but will provide flood insurance as required.

PARKING: (This section must be completed by the owner/agent of the property)

Number of spaces reserved for agency use only: _____ Number of additional spaces available for agency/visitors

Spaces on-site: _____ Spaces adjacent to or near site: _____ If off-site, distance from site: _____
Parking ownership: _____ LESSOR _____ OTHER
Cost of parking: _____ INCLUDED _____ NOT INCLUDED
Cost for parking if not included: \$ _____/YEAR = \$ _____ PER SPACE x _____ NUMBER OF SPACES

NOTE: Only the lease form included in this RLP will be used for execution of this lease. Submission of a Lease Proposal by Offeror shall be considered acquiescence to the terms and conditions such lease. No supplemental terms or conditions or modifications to such lease included by Offeror shall be considered.

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 hereby self-identify 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 the OWNER AGENT of the property offered for lease by this proposal.

Signature (Owner/Agent)

Date

Address

Phone Number

NOTE: For existing properties, include two exterior photos and two interior photos of the building as well as floor plan / diagram indicating existing layout including SF of each space. For new properties or properties where interior layout modifications are proposed, include floor plan / diagram indicating proposed layout including SF of each space.

(COMPLETE ONLY IF APPLICABLE)

NEW CONSTRUCTION / MAJOR ALTERATION CERTIFICATION

Bureau of Building, Grounds and Real Property Management

RPM-2A

PROPOSAL INCLUDING NEW CONSTRUCTION OR MAJOR ALTERATION CERTIFICATION:

As builder/contractor/owner/agent, I understand that the submittal of a 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 unless specifically noted in the Request for Lease Proposal (RLP), that this proposal shall not be construed to be a precursor to an agreement for the ultimate acquisition of real property by the state, and that no agency of the state, or employee of the state, without specific authorizing legislation or the prior approval of the State Bond Commission has the authority to obligate or otherwise commit the state to any continued occupancy beyond the base term specified in the lease.

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/agent 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) unilaterally 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 any cost incurred by the builder/contractor/owner/agent of the building for construction/remodeling/renovation.

I understand that neither the agency executing the lease, nor other agency of the State, will be obligated to pay the builder/contractor/owner/agent 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.

NOTE: Failure to sign certification where proposal includes construction/remodeling/renovation of building proposed for lease will cause such proposal to be rejected as non-responsive.

Signature (Property Owner/Agent)

STANDARD LEASE AGREEMENT
Bureau of Building, Grounds and Real Property Management
RPM-5

RPM Lease Number: _____
PPRB Approval Date: _____

This Lease Agreement entered into on this the 6th day of June, 2018, 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 Employment Security, whose address is P.O. Box 1699, Jackson, MS 39215-1699, (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 the Lessor, the following described property situate in the City of _____, County of _____, State of Mississippi, described as follows, to-wit:

_____ Rentable Square Feet at _____ [_____[Physical Address of the Property to be Leased]_____] and as depicted on floor plan(s) or diagram(s) attached as appendix _____ to this Lease.

SECTION 1. The Base 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 60 [Enter Number] th [Enter "Years" or "Months"], commencing on 7/1/2018, and ending at 12:00 midnight on 6/30/2023. 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 Base 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 (\$ _____) over the course of the entire Base Term to the Lessor for the demised premises, pursuant to the following schedule: [Leases may be "Flat Rate" or "Graduated Rate", eliminate portion that does not apply]

FLAT RATE: \$ _____ per _____ [Enter "Month", "Quarter" or "Year"],
which is based upon a rate of \$ _____ per Rentable Square Foot

GRADUATED RATE: [Add / Delete Lines as required to reflect actual Base Term years]

Year 1: \$ _____ per _____ [Enter "Month", "Quarter" or "Year"]
which is based upon a rate of \$ _____ per Rentable Square Foot
Year 2: \$ _____ per _____ [Enter "Month", "Quarter" or "Year"]
which is based upon a rate of \$ _____ per Rentable Square Foot
Year 3: \$ _____ per _____ [Enter "Month", "Quarter" or "Year"]
which is based upon a rate of \$ _____ per Rentable Square Foot
Year 4: \$ _____ per _____ [Enter "Month", "Quarter" or "Year"]
which is based upon a rate of \$ _____ per Rentable Square Foot
Year 5: \$ _____ per _____ [Enter "Month", "Quarter" or "Year"]
which is based upon a rate of \$ _____ per Rentable Square Foot

SECTION 3. The Lessee shall have, hold and use the demised premises for the purposes of conducting the business activities of Warehouse space for MDES [Enter name agency, department or division thereof]

SECTION 4. The Lessor shall furnish and pay for as part of Base Rent, as and when due so as to prevent any disruption in provision thereof, all utilities consumed or used incidentally to the demised premises, such as electricity, gas, water, sewer, trash and all other public utilities of every nature, kind and description except as specifically EXCLUDED below. The Lessee will, at all times, attempt to act in a prudent manner to conserve the amount of utilities consumed. Any utility excluded from Base Rent shall be the responsibility of the Lessee, however; the ability to meter the usage of any such excluded utility solely within the leased Occupant Area must be provided by Lessor. Utilities that are excluded from Base Rent shall not be permitted to be billed to the Lessee by the Lessor as additional or pass-thru charges by means of pro-rated values or calculations derived from bills from utility providers in the name of the Lessor. In no instance shall Lessee be responsible for additional charges for utility usage of Building Amenity Areas or Building Service Areas.

Electricity, Gas, Water, Phone/Internet, Sewer, Trash, Janitoria Services/Supplies, Security [List any excluded Utility]

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:

Janitorial Services, as defined below:

(1) The following general services are to be provided in areas such as offices, corridors, conference rooms, work rooms, stairwells, elevators, etc:

a. **Daily** – The following shall be performed on a daily basis each working day:

- i. Dust and/or spot clean furniture and furnishings;
- ii. Empty wastebaskets, trash cans and recycling bins and install new liners as needed;
- iii. Vacuum and spot clean all carpeting;
- iv. Clean entrance doors, push/kick plates and glass at all other doors and sidelights;
- v. Spot clean walls and light switch covers;
- vi. Dust mop and wet mop non-carpeted floors;
- vii. Clean and disinfect water fountains; and,
- viii. Wipe chairs and tables and straighten magazines.

b. **Weekly** – The following shall be performed on a weekly basis:

- i. Polish all surfaces, such as desktops, credenzas, tables, bookcases, filing cabinets, etc;
- ii. Vacuum upholstered furniture and spot clean;
- iii. Dust wall décor;
- iv. Damp wipe stairwell railings;
- v. Wet mop stairwells, stair treads and landings; and,
- vi. Clean elevator doors, handrails and switch panels.

(2) The following general services are to be provided in all toilet rooms:

a. **Daily** – The following shall be performed on a daily basis each working day:

- i. Clean and disinfect toilets, urinals and lavatories;
- ii. Empty waste receptacles and install new liners as needed;
- iii. Clean and polish all mirrors;
- iv. Spot clean walls, partitions, doors and push/kick plates;
- v. Sweep and wet mop floors with disinfectant;
- vi. Replenish paper supplies as needed;
- vii. Refill all dispensers as needed; and
- viii. Clean and polish bright metal finished items.

(3) The following general services are to be provided in all break rooms and kitchens:

a. **Daily** – The following shall be performed on a daily basis each working day:

- i. Empty wastebaskets, trash cans, and recycling bins and install new liners as needed;
- ii. Clean all chairs and tables;
- iii. Sweep and wet mop floors;
- iv. Spot clean walls, doors and push/kick plates;
- v. Clean and disinfect water fountains;
- vi. Clean tops of trash receptacles;
- vii. Replenish napkin holders; and,
- viii. Clean appliances and fixtures.

(4) The following tasks shall be provided in all areas:

a. **Monthly** – The following shall be performed on a monthly basis:

- i. Clean the interior of all windows;
- ii. Dust and vacuum vents and grilles;
- iii. Remove spider webs;
- iv. Spot clean exterior entrance walls; and,
- v. Buff and polish all non-carpeted floors.

b. **Annually** – The following shall be performed each year:

- i. Deep clean (strip, wax, seal, buff, steam clean as appropriate to floor type) all non-carpeted flooring; and,
- ii. Deep extraction cleaning of all carpeted areas.

Janitorial Supplies to include toilet paper, paper towels and handwashing soap to be provided on a regularly scheduled basis.

SECTION 6. The Lessor shall pay, during the initial term of this Lease and any renewals or extensions thereof, 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 the Lessee's fixtures and equipment used in said demised premises.

SECTION 7. The Lessee shall not be responsible for any increased costs incurred by the Lessor during the term of the Lease. Escalation and Expense Stop provisions are prohibited from inclusion in the Lease.

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: Mississippi Department of Employment Security
P.O. Box 1699
Jackson, MS 39215-1699

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 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 a reduction in space without penalty or interest or the Lease may be terminated by Lessee. Where return of a portion of space corresponding to reduction in funds is not feasible for Lessor, Lessor may offer a smaller or larger reduction for consideration, or may require termination rather than reduction. 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, the Lessee may unilaterally establish a revised end date for this Lease that is not less than thirty (30) days from the date of written notice by the Lessee to the Lessor and that upon such revised end date 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 base 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. Lessor shall provide proof of insurance policy prior to execution of Lease and shall provide any amendments or changes to such policy throughout the base and any extended term hereof. The Lessor further agrees to provide elevation certificate and proof of flood insurance policy for any properties in zones A, AE, A1-A30, AH, AO, AR, A99, V, VE and V1-V30 prior to execution of Lease and shall provide any amendments or changes to such policy throughout the base and any extended term hereof.

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 and with minimal disruption to the Lessee, 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 be responsible for moving and/or protecting tenant furniture and equipment as required to maintain space in tenantable condition. Tenantable condition shall be defined below for the following components and systems:

(1) Flooring:

- a. Carpet – Carpeted areas shall be in good condition, free from stains, pulls, fraying and shall be less than 10 years old at start of lease or shall be replaced prior to start of lease term. Throughout the initial term and any/all subsequent renewals, all carpet shall be replaced a minimum of every ____ years from date of last installation.
- b. Resilient – Vinyl Composition Tile, Luxury Vinyl Tile or similar resilient tile / plank floors shall be in good condition, free from scratches, chips, blemishes and shall be less than 15 years old at start of lease or shall be replaced prior to start of lease term. Throughout the initial term and any/all subsequent renewals, all resilient flooring shall be replaced a minimum of every 5 years from date of last installation.
- c. Other – Wood, Stone, Terrazzo, Ceramic, Porcelain and other similarly durable flooring shall be in good condition, sound, free from scratches, chips and other damage with any re-finishing, re-sealing, or re-grouting completed prior to start of lease or shall be replaced prior to start of term. Throughout the initial term and any/all subsequent renewals, all such flooring shall be re-finished, re-sealed, or re-grouted on a schedule consistent with respective industry best practice.

(2) Walls:

- a. Painted - Painted drywall or plaster walls and partitions shall be in good condition, free from stains, fading, dents, holes and shall have been painted within the previous 5 years or shall be repainted prior to start of lease term. Throughout the initial term and any/all subsequent renewals, all painted drywall / plaster walls shall be re-painted a minimum of every 3 years

- from date of last application. Painting of walls shall include any / all applicable base, door frames / trim, window frames / trim, casing, crown, wainscot and other such trim components.
- b. Wall Covering – Wall coverings shall be in good condition, free from stains, scratches, peeling, holes and shall have been installed within the previous 5 years or shall be replaced or removed with walls painted prior to start of lease term. Throughout the initial term and any/all subsequent renewals, all wall coverings shall be replaced (or removed with walls painted) a minimum of every 3 years from date of last application.
- (3) **Ceilings:**
- a. Lay-In Acoustical Ceilings – LAT ceilings shall be in good condition, free from warped, yellowed, stained, or otherwise damaged ceiling tiles in properly suspended and supported grid. Ceiling tiles which are in poor condition shall be replaced with tiles matching existing prior to start of lease term. Throughout the initial term and any/all subsequent renewals, all tiles which become damaged over the lease term shall be replaced on at least an annual basis.
- b. Painted – Painted drywall or plaster ceilings shall be in good condition, free from stains, fading, dents, holes and shall have been painted within the previous 5 years or shall be repainted prior to start of lease term. Throughout the initial term and any/all subsequent renewals, all painted drywall / plaster walls shall be re-painted a minimum of every 3 years from date of last application.
- (4) **Building Envelope:**
- a. Roof – Roof(s) shall be in good condition, free from leaks, and properly sloped to drains and maintained in such condition throughout the initial term including any/all subsequent renewals. Flat roofs, if any, shall be under manufacturer's warranty and 20 years or less at start of lease or shall be replaced prior to the start of lease term. Throughout the initial term and any/all subsequent renewals, all flat roofs shall be maintained, repaired, replaced and/or restored such that roof covering tenant space is under a manufacturer's warranty continuously throughout the lease term.
- b. Exterior Walls – Surfaces shall be in good condition, free from cracks, mold, and mildew, water-tight and maintained in such condition throughout the initial term including any/all subsequent renewals. Painted surfaces, if any, shall have been painted within the previous 5 years or shall be repainted prior to start of lease term. Throughout the initial term and any/all subsequent renewals, all painted surfaces shall be re-painted on a stipulated schedule defined in the Lease. Painting of exterior walls shall include any/all applicable exterior doors, door frames / trim, window frames / trim, soffits, and other such trim components and appurtenances.
- c. Joints – All sealant and caulk joints shall be in good condition, free from voids and gaps, water-tight and maintained in such condition throughout the initial term including any/all subsequent renewals.
- d. Windows & Doors – All exterior openings shall be in good condition, free from cracked or damaged glass, water-tight and maintained in such condition throughout the initial term including any/all subsequent renewals. Integrity of sealed insulated and/or coated glazing units shall be maintained throughout the lease term with units that fail during the course of the lease promptly removed and replaced with units matching existing. Window & door hardware, weather-stripping, and related components shall be sound, secure and properly maintained to provide for proper operation of same and to ensure both water-tightness and security of building.
- (5) **Plumbing:**
- a. General – All existing plumbing and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Plumbing Code and Energy Code.
- b. Fixture Quantity – Toilets, urinals, lavatories and drinking fountains shall be included in quantities complying with applicable provisions of the Plumbing Code. In toilet rooms where multiple fixtures are included, such fixtures shall be provided with privacy partitions of phenolic plastic, plastic laminate, enamel finished steel, stainless steel or equivalent. Appropriate toilet room accessories including toilet paper dispensers, soap dispensers, paper towel dispensers and/or electric hand dryers, mirrors, grab bars and coat hooks shall be provided.
- c. Fixture Condition – Toilets, lavatories / vanities and drinking fountains shall be in good working condition, free from cracks, leaks or other damage and maintained in such condition throughout the initial term including any/all subsequent renewals.
- d. Hot Water Boiler(s) – Equipment shall be in good operational condition, comply with all applicable codes and shall be less than median service life in accordance with ASHRAE Equipment Life Expectancy Chart or replaced prior to start of lease term. Equipment shall be maintained in such condition throughout the initial term including any/all subsequent renewals. Any/all equipment which reaches median service life during the lease term shall be carefully reviewed to determine remaining reliable life and shall be replaced by Lessor when equipment becomes un-reliable or highly inefficient at no additional cost to the Lessee.
- (6) **HVAC:**
- a. General – All existing HVAC and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Mechanical Code and Energy Code. HVAC system shall be capable of maintaining temperature within a range of 68 to 78 degrees and humidity within a range 30% to 60%. Indoor Air Quality shall be maintained at all times and in accordance with ASHRAE 62.1 *Ventilation for Acceptable Indoor Air Quality*.
- b. HVAC Equipment – Major equipment and components including air conditioners, heat pumps, chillers, cooling towers, boilers, VAV boxes, fans, coils, pumps, motors, starters and controls shall be in good operational condition, comply with all applicable codes and shall be no less than median service life in accordance with ASHRAE Equipment Life Expectancy Chart or replaced prior to start of lease term. Equipment shall be maintained in such condition, including filter replacement, lubrication, provision of chemicals and other required servicing on a regularly scheduled basis, throughout the initial term including any/all subsequent renewals. Any/all equipment which reaches median service life during the lease term shall be carefully reviewed to determine remaining reliable life and shall be replaced by Lessor when equipment becomes un-reliable or highly inefficient at no additional cost to the Lessee.

- c. Air Quality – Should, at any time during the initial term and any/all subsequent renewals of this Lease, hazardous material, chemical, or odor be discovered in the leased building in any amounts determined by the Mississippi Department of Environmental Quality to be acceptable, 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 at any time after such period with no penalty to the Lessee. The Base Rent shall be reduced on a prorated basis for any period where Lessee must vacate all or portions of the Rentable Area due to existence of such hazardous condition.

(7) Electrical:

- a. General – All existing electrical and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Electrical Code and Energy Code.
- b. Lighting – Fixtures shall be in good operational condition, comply with all applicable codes and shall be maintained in such condition, including ballast, starter, and bulb replacement and other required servicing on a regularly scheduled basis, throughout the initial term including any/all subsequent renewals.

(8) Elevator, Fire Alarm, Fire Suppression, Security, Access Control:

- a. General – All existing and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Electrical Code and Energy Code.
- b. Equipment – Any/all such equipment and systems shall be in good operational condition, comply with all applicable codes and shall be maintained in such condition, including any required servicing on a regularly scheduled basis, throughout the initial term including any/all subsequent renewals. Lessor shall comply with any/all applicable inspection requirements by authorities having jurisdiction and furnish copies of any/all inspection reports promptly to Lessee.

(9) Security:

- a. Doors – Lessor shall be responsible for provision and maintenance of lockable and secure doors to building and tenant spaces.
- b. Lighting – Lessor shall be responsible for provision and maintenance of appropriately lighted lobbies, common areas, exterior and parking areas free from dimly lit areas of potential concealment.
- c. Safe Environment – Lessor shall be responsible for taking all reasonable steps to prevent loitering, vagrancy or other criminal activity on the premises including, but not limited to promptly reporting all such activity to local law enforcement.

(10) Grounds:

- a. General - Ground, pavement and other surfaces directly adjacent to building shall slope away from building to prevent water intrusion. Grade level and sub-grade storm water management features and infrastructure shall be adequate and properly maintained to prevent water intrusion. Lawns, trees, shrubs, landscaped beds, pavements and sidewalks where applicable shall be maintained in good condition throughout the initial term and any/all subsequent renewals.
- b. Lawns shall be full, free from weeds, bare spots, ruts and shall be properly cut on a regularly scheduled basis.
- c. Trees and shrubs shall be properly pruned.
- d. Landscaped beds shall be properly watered and free from weeds.
- e. Joints in pavements and sidewalks shall be properly sealed and free from weeds.
- f. All areas shall be kept clear from all litter, waste and debris.

SECTION 15. Should the leased 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 thereof. Lessee shall have no obligation to pay rent of any nature so long as the leased building is untenable. Lessor may offer comparable space under the same terms and conditions as this Lease, subject to Lessee's approval, which will not be unreasonably withheld.

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 to promptly and faithfully 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.

- (1) **Reservation of Rights:** 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.

(2) Notice:

- a. 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.
- b. Prior to a declaration of forfeiture for default by Lessee in performing covenants other than for payment of 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 responding thereto in not less than fifteen (15) days from receipt of such Notice, copying the Real Property Management Division Director of the Department of Finance and Administration's Bureau of Building, Grounds and Real Property Management, with proposed cure to default to be completed within thirty (30) days or within such longer term as may be reasonably necessary to cure such defect, which shall not be unreasonably rejected.
- c. Prior to a declaration of forfeiture for default by Lessor in performing covenants, Lessee shall give to Lessor a Notice in writing at least thirty (30) days prior thereto in the manner provided for by Section 8 hereof, during which time Lessor may purge itself of the grounds of forfeiture by responding thereto in not less than fifteen (15) days from receipt of such Notice, copying the Real Property Management Division Director of the Department of Finance and Administration's Bureau of Building, Grounds and Real Property Management, with proposed cure to default to be completed within thirty (30) days or

within such longer term as may be reasonably necessary, which shall not be unreasonably rejected. The Base Rent shall be reduced on a prorated basis for any period where Lessee must vacate all or portions of the Rentable Area due to default by Lessor in performing covenants.

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 Rentable Area and all rights, easements and privileges belonging or anywise pertaining thereto, during the initial term including any/all subsequent renewals or extensions thereof. The Lessee shall have reasonable expectation of quite enjoyment of premises. While periodic minimal disruptions in order for Lessor to perform maintenance required to keep premises in tenantable condition are anticipated and generally acceptable to Lessee; however, excessive, repetitive or prolonged disruptions are unacceptable. Lessor shall be entitled to reduce rental payments under such conditions as follows:

- (1) **Minor Disruptions:** Where use of an area constituting less than 25% of the leased area is disrupted due to un-tenantable conditions or maintenance activities for more than 50% of a normal working day, rental payments may be reduced by the Rental Rate times the portion of the Rentable Area so disturbed times the number of days such disruption continues.
- (2) **Major Disruptions:** Where 25% or more of the entire leased area is disrupted due to un-tenantable conditions or maintenance activities for more than 50% of a normal working day, or any disruption necessitating closing of offices by agency or department, rental payments may be reduced by the Rental Rate times the entire Rentable Area times the number of days such disruption continues.
- (3) **Prolonged Disruptions:** Disruptions continuing beyond three normal working days, or multiple disruptions in a one month period, shall constitute cause for termination for default of Lease Contract.

SECTION 18. Lessor will provide paved parking area(s) sufficient for the operation of said agencies on the leased premises, without additional cost to Lessee. Lessor will maintain such parking area(s) throughout the initial term including any/all subsequent renewals or extensions thereof in a serviceable condition. Lessor agrees to keep all parking areas provided to Lessee clean and free of trash and debris. The following number and type of spaces shall be provided:

- (1) **Reserved:** Lessor will furnish and reserve 10 parking spaces exclusively for the use of the Lessee's employees and 0 parking spaces exclusively for the use of the Lessee's visitors in one or more surface lots or parking structures. ADA spaces shall be provided in accordance with ADA guidelines; however, such spaces shall not be counted as part of the number required to be reserved for the exclusive use of Lessee.
- (2) **Shared:** Lessor will provide N/A parking spaces for shared use of by the Lessee as well as other Tenants and/or Visitors to the leased building.

SECTION 19. Lessor hereby grants the 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 initial term or subsequent renewal term where applicable; 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 such term of this Lease. Such extension shall be at the same annual rental rate as the year proceeding the extension term prorated for the number of additional months of such extension. All other terms and conditions set out herein shall be in effect during the term of the extension.

SECTION 20. Any deviations from the standard Sections above desired by the Lessee must be specifically identified below referencing by Section and paragraph the desired modification below. Inclusion of any deviation will become valid and made a part of this Lease only when specifically approved by the Department of Finance and Administration acting through the Real Property Division of the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board, as evidenced by the signature below:

- (1) **Modification #1:** SECTION ____ Modify as follows: ____
- (2) **Modification #2:** SECTION ____ Modify as follows: ____
- (3) **Modification #3:** SECTION ____ Modify as follows: ____

PPRB Approval Date: _____

Signature: _____ Title: _____

SECTION 21. This Lease will not become valid and binding until approved in writing by the Department of Finance and Administration acting through the Real Property Division of the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board.

SECTION 22. It shall be the sole responsibility of the Lessor to provide space that is fully compliant with any/all codes, regulations and other Federal, State and Local requirements. Submission of a Lease Proposal shall constitute representation by offeror that any proposed building including any/all proposed modifications does or will comply with all such items prior to occupancy by Lessee and shall be maintained in such compliance during the initial term and any/all subsequent renewals or extensions thereof. Applicable requirements include, but are not necessarily limited to the following:

- (1) **Building Code**
- (2) **Fire Code**

- (3) **Plumbing Code** (including provisions relating to minimum number of fixtures)
- (4) **Mechanical Code**
- (5) **Electrical Code**
- (6) **Mississippi Conveyance Safety Act**
- (7) **Energy Code**
- (8) **Zoning Regulations**
- (9) **Environmental Regulations**
- (10) **ADA** (as applicable to both occupants and visitors)
- (11) **Antiquities Law** – If proposed space involves any alteration to a National Landmark, Mississippi Landmark or potentially eligible property, obtaining of any required approvals as well as any mitigation must be included at no additional cost to the Lessee. The Lessor, at its sole cost and expense, shall retain the services of a preservation architect who meets or exceeds the Secretary of the Interior’s Professional Qualifications Standards for Historic Architecture as amended and annotated and previously published in the Code of Federal Regulations, 36 CFR part 61 if proposal includes modifications to any such property.

SECTION 23. The Lessor or Lessors herein warrant and that this Lease is not made in violation of Section 25-4-105 *Certain actions, activities and business relationships prohibited or authorized; contracts in violation of section voidable; penalties* of the Mississippi Code of 1972, annotated. Should it be determined during the term of this Lease that it is in violation of Section 25-4-105, the Lessee may terminate this Lease with no less than a written thirty (30) day 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 Real Property Management Division Director of the Department of Finance and Administration’s 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. The Lessor agrees to accept payment via the State of Mississippi’s electronic and remittance vehicle. The Lessee 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, Annotated, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. Payments using the Statewide Accounting System shall be made and remittance information provided electronically as directed by the Lessee. These payments shall be deposited into the bank account of the Lessor’s choice. The Lessee may, at its sole discretion, require the Lessor to submit invoices and supporting documentation electronically at any time during the initial term and any/all subsequent renewals or extensions. The Lessor understands and agrees that the Lessee is exempt from the payment of taxes. All payments shall be in United States currency.

SECTION 26. Provided the Lessor is given reasonable advance written notice and such inspection is made during normal business hours of the Lessor, the Contractor agrees that the Lessee or any of its duly authorized representatives at any time during the term of this Lease shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Lessor related to the Lessor’s charges and performance under this Lease. All records related to this Lease shall be kept by the Lessor for a period of three (3) years after final payment under this Lease and all pending matters are closed unless the Lessee authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Lease has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later. The Lessor agrees to refund to the Lessee any overpayment disclosed by any such audit arising out of or related in any way to this contract.

SECTION 27. The Lease shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Lessor shall comply with applicable federal, state, and local laws and regulations.

SECTION 28. The Lessor shall not assign, sub-contract or otherwise in whole or in part, its right or obligations under this Lease without prior written consent of the Lessee and the Public Procurement Review Board. Any attempted assignment or transfer without said consent shall be void and of no effect. No such approval by Lessee of any sub-contract shall be deemed in any way to provide for the incurrence of any obligation of Lessee in addition to the total fixed price agreed upon in this Lease. Sub-contracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Lessee may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

SECTION 29. The Lessor understands that the Lessee is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Lessor agrees during the initial term and any/all subsequent renewals or extensions that the Lessor will strictly adhere to this policy in its employment practices and provision of services. The Lessor shall comply with, and all activities under this Lease shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SECTION 30. This Lease, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” codified as Section 25-61-1 *et seq.*, Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Lease is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-

issued protective order, this Lease is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Lease to the website, any information identified by the Lessor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

SECTION 31. If applicable, the Lessor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, et seq. of the Mississippi Code of 1972, Annotated, 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 Lessor 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 Lessor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Lessor to the following: (1) termination of this Lease 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 (2) the loss of any license, permit, certification or other document granted to the Lessor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both. In the event of such cancellation/termination, the Lessor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

SECTION 32. This Lease may be modified, altered or changed only by written agreement of both parties subject to approval by the Public Procurement Review Board. The parties agree to renegotiate the Lease if federal, state and/or any applicable laws or regulations make changes in this Lease necessary.

SECTION 33. The Lease shall be governed by the applicable provisions of the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management *Leasing Manual* as adopted by the Public Procurement Review Board, a copy of which is available at 501 North West St., Suite 1401, Jackson, MS 39201 for inspection or downloadable at www.dfa.ms.gov.

SECTION 34. The Lessor represents that it has not retained a person to solicit or secure a Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Lessor's proposal.

SECTION 35. The Lessor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities as set forth in Section 700.5 *Gratuities* of the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management *Leasing Manual*.

SECTION 36. Requirements that are generally considered above and beyond those hereinbefore identified shall be considered as Supplementary Provisions and identified below. Such provisions are only permitted when included within the RLP or addenda thereto.

- (1) **Additional and/or Alternate Hours of Operation:** Unless noted differently in this Section, normal working days shall mean Mondays thru Fridays exclusive of State and Federal Holidays and normal working hours shall mean 8:00 a.m. to 6:00 p.m. each working day.
 - a. For this specific Lease, normal working days shall also include: _____
 - b. For this specific Lease, normal working hours shall also include: _____
- (2) **Additional Security:** _____ [Define scope and schedule of security personnel and provision of security camera, alarm and/or access control systems and monitoring thereof to be provided by Lessor.]
- (3) **Server Room Cooling/UPS Systems:** _____ [Define requirements of system(s) to be provided by Lessor.]
- (4) **Generators:** _____ [Define requirements of system(s) to be provided by Lessor.]
- (5) **Vending:** _____ [Define requirements for space / connections required to be provided by Lessor.]
- (6) **Signage:** _____ [Define requirements for interior and/or exterior signage or conditions required to be provided by Lessor.]
- (7) **Other:** _____ [Define requirements of features, systems or details to be provided by Lessor. Examples include built-in casework, counters, pass-thru windows, and specific finishes.]

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

LESSOR (Individual or Corporation)

By: _____

Title: _____

LESSEE

By: _____

Title: _____

(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 - Individual)

STATE OF MISSISSIPPI

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 - Corporation)

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 _____, 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 _____