

REQUEST FOR LEASE PROPOSALS OFFICE SPACE +-8,000 SQUARE FEET

Mississippi Department of Employment Security

Cleveland, Mississippi

PROPOSALS DUE NO LATER THAN:

10:00 a.m. CST on ______ July 16, 2025

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

Jeff Crump Department Chief, Procurement Mississippi Department of Employment Security 1235 Echelon Parkway P.O. Box 1699 Jackson, Mississippi 39215-1699 RLP 25-04

I. 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 Lease Proposals (RLP) and the selection process. The purpose of this RLP is to acquire space to operate a WIN Job Center at the location specified above for the Mississippi Department of Employment Security (hereinafter MDES).

First Advertisement: Second Advertisement: Deadline for Receipt of Proposals: Lease Presented to RPM for PPRB Approval: Deadline for Building Occupancy: Monday June 23, 2025 Monday June 30, 2025 Wednesday July16, 2025 10:00AM CDT September 3, 2025 December 1, 2025

B. CLARIFICATIONS

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

Jeff Crump Mississippi Department of Employment Security 1235 Echelon Parkway Jackson, MS 39213 Email: <u>bids@mdes.ms.gov</u>

When e-mailing, please input "**RLP 2025-04**" 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 RLP
- 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 RLP. 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: Jeff Crump Proposal for Lease RLP 2025-04	

NOTE: Please be sure to label the bottom left-hand corner of the envelope as "Proposal for Lease" along with the RLP number as shown above. 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. After submission, should a Proposer wish to withdraw his or her proposal due to an error or omission, 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

Selection Process – MDES will review the Proposals for compliance with the required documentation to determine responsiveness. Representative(s) from MDES may require a site visit to determine responsiveness, and the proposer will be required to allow access to the proposed space. The responsive submittals will then be evaluated by MDES based on the requirements specifically outlined in this RLP, including but not limited to the following criteria:

• Lowest Cost per Square Foot

- 1. 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 RLP, 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 RLP. MDES accepts no responsibility for the return of successful or unsuccessful proposals. This RLP 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.
- 2. Evaluation Criteria The qualifications will be reviewed by MDES, which will employ the following evaluation criteria: The criteria for this RLP will be the lowest cost per square foot and responsiveness as determined by the overall condition of the facility during a site visit.

Award, if any, shall be made to Proposer who is deemed both responsible and responsive, and whose proposal is determined to be the most advantageous to the State, based on the Evaluation Criteria listed above and taking into consideration compliance with the requirements and preference in this RLP. 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 Section VII of this RLP. By submitting this proposal, <u>you are agreeing to all terms and conditions listed in the attached lease agreement</u>. 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.

II. SPECIFICATIONS

A. SPACE REQUIREMENTS - Layout availability for the following:

- Private offices
- Space for cubicles
- Conference / meeting rooms
- Storage room

- Copy / work room
- Guest waiting area
- IT / Server Room
- Kitchen / Break area

B. ADDITIONAL REQUIREMENTS

Building Requirements:

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

HVAC system must be capable of maintaining the building's temperature at an acceptable level.

Restrooms:

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

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

Parking:

Number of Parking Spaces Required:20 or moreNumber of Parking Spaces on Site:20 or moreNumber of Parking Space in Proximity to Site:20 or more

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.

Location:

The proposed location must be in Cleveland, MS. The office will serve as the Cleveland WIN Job Center.

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	X		
Insurance	X		
Electricity		X	
Gas		X	
Water		X	
Phone / Internet		X	
Sewer	X		
Trash	X		

Janitorial Services		<u> </u>	
Janitorial Supplies		<u> </u>	
Security		<u> </u>	
Landscaping	X		

PROPERTY TYPE

MDES 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 MDES reserves the right to provide preference to those facilities in which the original design purpose meets the intended use of MDES. For example, buildings converted from warehouse space into office space will be considered, but preference will be given to those facilities originally designed and constructed as office space.

It is common for a building to have multiple uses and functions, and to be designed for such. In this event, the State of Mississippi will classify the building's type based upon the majority of square footage. For instance, a building that is 75% warehouse space and 25% office space will, for the purposes of this Proposal, be considered a warehouse.

PROPERTY CONDITION

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

- ADA Compliance: Proposer is to ensure that the building is ADA compliant in all aspects. In the event the building is not ADA-compliant, the Proposer will be required to make the necessary modifications to ensure the building is ADA-compliant prior to occupancy. Proposers should follow all Federal and State regulations for ADA compliance to ensure all requirements are met.
- **Electrical and Lighting:** The lighting and electrical system for the building and parking areas must meet all ICC (International Code Council) Standards, Policies, and Procedures related to such. Lessor will be required to supply all lamps, bulbs, and ballasts.
- **Carpet:** At the inception of the Lease Agreement, all carpet shall be in good condition, free from stains, pulls, and fraying. Throughout the initial term and any/all subsequent renewals, all carpet shall be replaced as needed. 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.
- Paint and Wall Coverings: All walls shall be in good condition free from stains, fading, dents, and holes. Throughout the initial term and any/all subsequent renewals, all painted drywall / plaster walls shall be repainted as needed. Painting of walls shall include any / all applicable base, door frames / trim, window frames / trim, casing, crown, wainscot and other such trim components. Wall coverings shall be in good condition, free from stains, scratches, peeling, and holes. Throughout the initial term and any/all subsequent renewals, all wall coverings shall be repaired 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:
 - o Roof
 - o Mechanical System
 - Electrical System
 - o 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 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. Parking lot striping shall remain visible throughout the term of the lease and restriped as needed.
- Safety: The proposed space must be in a safe location. MDES reserves the right to inspect crime related statistics or information from local law enforcement for the area of the proposed space. Any spaces located in areas marked by higher incidences of criminal activity either reported to local law enforcement or known to the agency will not be considered. Moreover, if the area is marked by higher incidences of criminal activity subsequent to the lease execution or at any point during the duration of the lease, including but not limited to vandalism of the property, this would be cause for termination by the lessee at the lessee's discretion.

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.

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.

- 1. **Occupancy:** The proposed space shall be complete and ready for occupancy following execution of the Lease Agreement. Should the space be ready for occupancy prior to this date, MDES shall have the option to occupy the space sooner, as agreeable between the Lessor and Lessee.
- 2. **Rentable Square Feet:** Proposers are to identify the number of rentable square feet (the amount of square feet for which rent shall be paid) offered for lease.

III. SCORING AND EVALUATION

Scoring and evaluation may be include a site visit to determine responsiveness. Responsiveness will be determined by the factors in the RLP and submitted proposal. If determined to be responsive, **annual cost** will be the final evaluation factor.

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 (Document can be found in the last section of this RLP)

- 2. Completed RPM 2 (Document can be found in the Section V of this RLP)
- 3. Photos of the Interior and Exterior of the Building
- 4. A Sketch or Drawing of the floor plan of the proposed space. This should include measurements of the available space.
- 5. Most recent ad valorem tax amount for the county in which the building is located.
- 6. All instructions contained in the RLP must be followed. Please make sure to read all directions thoroughly before submitting a proposal.

V. ATTACHMENTS

OFFICIAL PROPOSAL FORM (Must be completed and returned with proposal)

ADDRESS OF PROPERTY:	
NAME OF PROPERTY OWNER:	
NAME OF PROPERTY AGENT (if applicate	ble):
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	
CONTRACT RENT:	
Total Rentable Square Feet Offered Total Usable Square Feet Offered fo	
Rentable Square Feet by Area:	Office Storage Meeting / Conference Rooms Common Area Other
Annual Contract Rent: \$	

Annual Contract Rent Per Rentable Square Foot: <u>\$_____</u>

Lessor agrees to provide the following to be included in the Annual Contract Rent: Insurance Premiums, Taxes, and Landscaping.

Number of Parking Spaces included as part of this Lease:

(It is the responsibility of each Proposer to ensure that sufficient parking is provided pursuant to the requirements in this RLP. 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):

Original Use of Building:	•/	
Heat Type: Age of Heating Unit(s):		
Ceiling Height:		
Interior Walls:		
Average Number of Elect	rical Outlets per Room:	
Type of Lighting:		
Number of Restrooms:	Men Women Unisex	
T 4h - 4 4h		

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:

Does the Building contain Asbestos?	Yes	No
If "Yes" is the Asbestos non-friable?	Yes	No

I agree that the proposed space, on the first (1st) date of occupancy, will meet or exceed all State and Local building codes, fire and safety regulations and zoning ordinances. <u>Yes</u> 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

RPM 2 BUREAU OF BUILDING GROUNDS AND REAL PROPERTY MANAGEMENT STATE AGENCY LEASING IN NON-STATE-OWNED SPACE

CONDITIONS FOR SUBMITAL OF LEASE PROPOSAL

This section filled in by agency representative requesting proposal (prior to receipt of Proposals).

 DEADLINE FOR SUBMITTING PROPOSAL: TIME 10:00 A.M. CDT DATE 07/16/2025

 ADDRESS TO RECEIVE PROPOSAL: 1235 Echelon Parkway or P.O. Box 1699Jackson, MS 39215

 1699

 AGENCY REQUESTING PROPOSAL: MS Department of Employment Security

 AGENCY CONTACT FOR PROPOSAL: Jeff Crump

PROPOSER CERTIFICATION

<u>NOTE</u>: 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 contract 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.

<u>NOTE</u>: FAILURE TO SIGN CERTIFICATION MAY CAUSE PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

Signature Owner/Agent

Date Submitted

<u>AGENCY CERTIFICATION (To be completed by Agency)</u>

This section filled in by agency representative (following receipt of Proposals):

The building described in this proposal was inspected by ______(Name) for the 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.

Signed (Agency Representative)

RPM-2 BUREAU OF BUILDING GROUNDS AND REAL PROPERTY MANAGEMENT STATE AGENCY LEASING IN NON-STATE-OWNED SPACE

PROPERTY DETAILS

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

<u>NOTE</u>: FAILURE TO RESPOND COMPLETELY AND/OR INCLUDE/ATTACH ALL INDICATED INFORMATION MAY CAUSE PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

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 TO BE RENOVATED UNDER CONSTRUCTION TO BE CONSTRUCTED
DATE OF EXSPECTED COMPLETION:
ADDRESS OF SPACE OFFERED:
DESCRIPTION OF BUILDING: GROSS SQUARE FEET AGE TYPE OF CONSTRUCTION
ORIGINAL USE PRESENT USE
LAST DATE REMODELED/REPAIRED SCOPE OF LAST MAJOR WORK

ROOF TYPE AGE	LAST DATE SERVICED
A/C TYPE AGE	LAST DATE SERVICED
HEAT TYPE AGE	LAST DATE SERVICED
CEILING HEIGHT	ACOUSTIC TILE DRYWALL PLASTER OTHER
INTERIOR WALLS: D	RYWALL PLASTER PANEL OTHER
LAST DATE PAINTED AND/O	R WALLPAPERED
FLOOR COVERING:	CARPET TILE OTHER LAST DATE INSTALLED
ELECTRICAL OUTLETS: # PE	R ROOM (Average)
DATA/TELEPHONE OUTLETS	: # PER ROOM (Average)
LIGHTING: TYPE	
NUMBER OF BATHROOMS: 1	PUBLIC RESERVED AGE OF FIXTURES:
ACCESSIBLE TO HANDICAPP	PED: YES NO
	ECESSARY IMPROVEMENTS TO THE SPACE AS REQUIRED BY THE AGENCY TO IREMENTS AS DESCRIBED BY THE AMERICANS WITH DISABILITIES ACT 1990.
DOES THIS BUILDING CONTA	AIN ASBESTOS? YES NO IS THE ASBESTOS NON-FRIABLE?
IF YES, DESCRIBE BY LOCAT	ION:
TOTAL RENTABLE SQUARE	FEET (OFFERED FOR LEASE)
IST FLOOR SQ. F	T. OTHER SQ. FT.
NET LISADI E SO ET .	OFFICE
NET USABLE SQ. FT.:	
(Measured per RPM	STORAGE
Policy, Page <u>11</u> 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 areas not reserved
	exclusively for agency's business.)

RPM-2 BUREAU OF BUILDING GROUNDS AND REAL PROPERTY MANAGEMENT STATE AGENCY LEASING IN NON-STATE-OWNED SPACE

FINANCIAL DETAILS

3 YEAR TERM:

ANNUAL \$ AMOUNT: <u>\$</u> To be paid on a <u>MONTHLY</u> QUARTERLY <u>YEARLY</u> basis.

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

ANNUAL RENT - TOTAL AREA <u>\$</u> per SF per YR.

ANNUAL RENT - NET USABLE AREA <u>\$</u> per SF per YR.

(Measured per RPM Policy)(Utilize proposed Year 1 rent for these calculations)

UTILITIES:

Elec. 🔲 INCLUDEI	D NO
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Gas	INCLUDED	NO

Water INCLUDED NO

Sewer	INCLUDED	<u> </u>

Trash _____ INCLUDED _____ NO

ESTIMATED COST FOR ANY UTILITY/UTILITIES NOT INCLUDED: <u>\$</u> YR.

(Previous year's cost is acceptable)

JANITORIAL COST: (La	abor, Supplies) 📃	L INCLUDED	\square	NOT INCLUDED
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(Attach a schedule of services, days, time, who furnishes supplies.)

OTHER COST NOT INCLUDED IN RENT:

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

PROPERTY TAXES: <u>\$</u> YR.
OTHER AD VALOREM TAXES: <u>\$</u> YR.
SECURITY:
Access Control System INCLUDED NOT INCLUDED MONITORED
ESTIMATED COST FOR MONITORING IF NOT INCLUDED: <u>\$</u> YR
Building Receptionist YES NO
Building Security Officer INSIDE OUTSIDE BOTH
DAYS OF WEEK INCLUDED IF PROVIDED Monday thru Friday Weekends
HOURS INCLUDED IF PROVIDED Regular Working Hours 24/7
ESCALATIONS / EXPENSE STOPS:

Inclusion of escalations or expense stops will not be considered by Agency in this Lease.

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

PROPERTY CONDITIONS

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

<u>NOTE</u>: IF PROPOSED "AS IS" AND AGENCY CANNOT CONFIRM 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 (Attach proposed floor plan layout) NO
Revisions to comply with ADA: YES NO
New paint (Inside): YES NO PARTIAL ONLY (Explain on attachment)
New paint (Outside): YES NO
New floor covering: YES NO TYPE(S): PARTIAL ONLY (Explain on attachment)
New Roof: YES NO
New A/C unit (Inside): YES NO
New A/C unit (Outside): YES NO
New heating equipment: YES NO
FLOODPLAIN:
Owner/agent represents existing property is <u>not</u> in a "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:
NUMBER OF SPACES RESERVED FOR AGENCY USE ONLY:
SPACES ON SITE SPACE ADJACENT/NEAR TO SITE (EXPLAIN)
PARKING OWNED BY: LESSOR OTHER
COST OF PARKING: INCLUDED NOT INCLUDED
COST FOR PARKING IF NOT INCLUDED: \$YEAR.= \$PER SPACE
NOTE: 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. <u>YES</u> 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 the _____ OWNER _____ AGENT of the property offered for lease by this proposal.

Signature Owner/Agent

Address

Attach or otherwise include with your Proposal responses to all indicated information. For existing properties, include two exterior photos and two interior photos of the building. For new properties or properties where interior layout modifications are proposed, include a sketch of the floorplan with dimensions as measured by RPM policy (Page <u>17</u> of the Policy and Procedure Manual.)

RPM-2A BUREAU OF BUILDING GROUNDS AND REAL PROPERTY MANAGEMENT STATE AGENCY LEASING IN NON-STATE-OWNED SPACE

CONDITIONS OF LEASE PROPOSAL FOR NEW CONSTRUCTION OR MAJOR ALTERATION

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.

Date

Phone Number

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, not 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.

Signature Owner/Agent