

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

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 hh/mm/ss DAY of week DATE mm/dd/yyyy
ADDRESS TO RECEIVE PROPOSAL: _____
AGENCY REQUESTING PROPOSAL: _____
AGENCY CONTACT FOR PROPOSAL: _____

PROPOSER CERTIFICATION

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

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

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

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

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

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

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

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

NOTE: FAILURE TO SIGN CERTIFICATION WILL CAUSE PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

Signature Owner/Agent

Date Submitted

AGENCY CERTIFICATION

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)

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PROPERTY DETAILS

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

NOTE: 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: ☐ DRYWALL ☐ PLASTER ☐ PANEL ☐ OTHER
LAST DATE PAINTED AND/OR WALLPAPERED _____
FLOOR COVERING: ☐ CARPET ☐ TILE ☐ OTHER LAST DATE INSTALLED _____
ELECTRICAL OUTLETS: # PER ROOM _____ (Average)
DATA/TELEPHONE OUTLETS: # PER ROOM _____ (Average)
LIGHTING: TYPE _____
NUMBER OF BATHROOMS: PUBLIC _____ RESERVED _____ AGE OF FIXTURES: _____
ACCESSIBLE TO HANDICAPPED: ☐ YES ☐ NO
IF NO: I WILL MAKE THE NECESSARY IMPROVEMENTS TO THE SPACE AS REQUIRED BY THE AGENCY TO MEET THE MINIMUM REQUIREMENTS AS DESCRIBED BY THE AMERICANS WITH DISABILITIES ACT 1990. ☐ YES ☐ NO
DOES THIS BUILDING CONTAIN ASBESTOS? ☐ YES ☐ NO IS THE ASBESTOS NON-FRIABLE? ☐ YES ☐ NO
IF YES, DESCRIBE BY LOCATION: _____
TOTAL RENTABLE SQUARE FEET _____ (OFFERED FOR LEASE)
1ST FLOOR _____ SQ. FT. OTHER _____ SQ. FT.
NET USABLE SQ. FT.: OFFICE _____
(Measured per RPM STORAGE _____
Policy, Page 11 in Manual) WAREHOUSE _____
OTHER _____
COMMON AREA _____(Halls, public restrooms, elec./jan. closet, elevator, stairwell, etc.)
TOTAL NET USABLE SQ. FT.: _____(Do not include common areas or areas not reserved
exclusively for agency's business.)

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FINANCIAL DETAILS (years terms can be altered as needed to best suit offer)

5 YEAR TERM:

ANNUAL \$ AMOUNT: \$ _____ To be paid on a ☐ MONTHLY ☐ QUARTERLY ☐ YEARLY basis.
(Attach Rent Schedule if Annual Amount proposed increases over the proposed lease term)

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

ANNUAL RENT - TOTAL AREA \$ _____ per SF per YR.

ANNUAL RENT - NET USABLE AREA \$ _____ per SF per YR.

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

10 YEAR TERM:

ANNUAL \$ AMOUNT: \$ _____ To be paid on a ☐ MONTHLY ☐ QUARTERLY ☐ YEARLY basis.
(Attach Rent Schedule if Annual Amount proposed increases over the proposed lease term)

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

ANNUAL RENT - TOTAL AREA \$ _____ per SF per YR.

ANNUAL RENT - NET USABLE AREA \$ _____ per SF per YR.

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

15 YEAR TERM:

ANNUAL \$ AMOUNT: \$ _____ To be paid on a ☐ MONTHLY ☐ QUARTERLY ☐ YEARLY basis.
(Attach Rent Schedule if Annual Amount proposed increases over the proposed lease term)

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

ANNUAL RENT - TOTAL AREA \$ _____ per SF per YR.

ANNUAL RENT - NET USABLE AREA \$ _____ per SF per YR.

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

UTILITIES:

Elec. ☐ INCLUDED ☐ NO

Gas ☐ INCLUDED ☐ NO

Water ☐ INCLUDED ☐ NO

Sewer ☐ INCLUDED ☐ NO

Trash ☐ INCLUDED ☐ NO

ESTIMATED COST FOR ANY UTILITY/UTILITIES NOT INCLUDED: \$ _____ YR.

(Previous year's cost is acceptable)

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

(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: \$ _____ YR.

OTHER AD VALOREM TAXES: \$ _____ YR.

SECURITY:

Access Control System ☐ INCLUDED ☐ NOT INCLUDED ☐ MONITORED

ESTIMATED COST FOR MONITORING IF NOT INCLUDED: \$ _____ 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.

RPM-2

PROPERTY CONDITIONS

☐ 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 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 not 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. _____ YES _____ NO (If "No", explain on attachment)

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

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

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

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

The owner(s) of this property understand that the purpose of identification by one or more of the above categories is to provide the agency with information concerning minority/small business status. This information will not be used in the analysis of the proposal. If none of the above categories are marked, the owners will not be identified as a minority/small business.

This proposal is submitted by the ☐ OWNER ☐ AGENT of the property offered for lease by this proposal.

Signature Owner/Agent

Date

Address

Phone Number

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 17 of the Policy and Procedure Manual.)

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RPM-2A

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.

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

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

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

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

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

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

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

Signature Owner/Agent

Date