ADVERTISEMENT INFORMATION
FOR LEASE SPACE

For posting on DFA/BoB website

(not the Ad to the Newspaper)

AGENCY / INSTITUTION: Mississippi Department of Public Safety

PREFERRED TERM (LENGTH) OF LEASE: 3 years

SQUARE FEET: 3605 (+/-) Square Feet

PROPOSED USE OF SPACE (PURPOSE): Driver License Station

LOCATION FOR LEASE SPACE: Gulfport, Harrison County, Mississippi

AGENCY CONTACT PERSON: Betsy M. Toles or Sonya Toaster

AGENCY CONTACT ADDRESS: P.O. Box 958 Jackson, MS 39205

AGENCY CONTACT PHONE: 601-987-1467 or 601-987-1305

AGENCY CONTACT EMAIL: btoles@dps.ms.gov or stoaster@dps.ms.gov

ANY SPECIFIC NEEDS / REQUIREMENTS OF SPACE: **1 Private Offices, Workstations or Offices, Copy/Work Room, Receptionists, Guest Waiting Additional, IT/Server Room, Kitchen/Break Room, File Room, Storage Area, Employee Bathroom, Testing Area**

DEADLINE FOR RECEIPT OF PROPOSALS: Date: 10/07/2020 Time: 10:00:00 AM

Advertisement Dates:

(You will fill in these 2 dates once you have sent the Ad to the Local Newspaper and know which dates the Ad will run for use on our website as well)

August 21, 2020 & August 28, 2020

SPACE EVALUATION FORM

Bureau of Building, Grounds and Real Property Management

RPM-3

OFFICE SPACES	Quantity		SF	Total
Executive, Deputy or Division Directors		x	225	0 SF
Top Management (Office/Bureau Directors or Equivalent)	1	x	175	175 SF
Middle Management (Assistant Directors, Supervisors or Equivalent)		x	125	0 SF
Executive Administrative Support (hard-walled office)		x	125	0 SF
Professional and/or Technical (hard-walled office or cubicle)		x	100	0 SF
Clerical and/or Administrative I (cubicle)		x	80	0 SF
Clerical and/or Administrative II (cubicle)		x	64	0 SF
Workstations				
125 SF per above + 5 SF per additional person	5	x	130	650 SF
100 SF per above + 5 SF per additional person	1	x	100	100 SF
80 SF per above + 5 SF per additional person		x		0 SF
64 SF per above + 5 SF per additional person		x		0 SF
Transient User Workstations		x	48	0 SF
TOTAL OFFICE AREA (Equal to total of above x 120%)				**1,110 SF**

SUPPORT SPACES	Quantity		SF	Total
Waiting Areas (15 SF/Person - receptionist should be accounted above)	100	x	15	1,500 SF
Conference, Meeting or Training Spaces (25 SF/Person)		x	25	0 SF
Testing Rooms	1	x	125	125 SF
Break Rooms	1	x	125	125 SF
IT Server Room	1	x	50	50 SF
File Rooms	1	x	100	100 SF
Storage Areas	1	x	75	75 SF
Other Areas				
Area 1 Purpose: Employee Only Restroom	1	x	50	50 SF
Justification: **Restroom for Employees only with one toilet and 1 sink**				
Area 2 Purpose:		x		0 SF
Justification:				
Area 3 Purpose:		x		0 SF
Justification:				
Area 4 Purpose:		x		0 SF
Justification:				
TOTAL SUPPORT SPACES (Equal to total of Support Spaces above)				**2,025 SF**

TOTAL OCCUPANT AREA (Equal to total of Total Office Area plus Total Support Spaces x 115%) **3,605 SF**

NUMBER OF TOTAL REGULAR OCCUPANTS 8

OVERALL SPACE EFFICIENCY (Total Occupant Area / Total Regular Occupants) **451**

NOTE: An Overall Space Efficiency value of 225 SF/Occupant or better is recommended and shall in no case exceed 250 SF/Occupant without approval by PPRB.

REQUEST FOR PROPOSALS
FOR LEASE
OFFICE SPACE/TESTING CENTER
+/- 3,605 USABLE SQUARE FEET

Mississippi Department of Public Safety

GULFPORT, HARRISON COUNTY, MISSISSIPPI

PROPOSALS RFP# 3120002066
DUE NO LATER THAN:

Date: October 07, 2020 Time: 10:00 A.M.
(CST)

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

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

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I. ADVERTISEMENT

The Department of Public Safety is soliciting proposals to lease (+-) 3,605 usable square feet of Office Space in Gulfport, Harrison County, Mississippi. Interested parties should contact Betsy Toles or Sonya Toaster at 1900 E. Woodrow Wilson Avenue, Jackson, MS 39216 or call 601-987-1467 or 601-987-1305 or btoles@dps.ms.gov or stoaster@dps.ms.gov; for leasing information. Deadline for receipt of proposals is Wednesday, October 07, 2020 time 10:00 a.m. (CST)

II. TERMS AND CONDITIONS

A. SCHEDULE

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

First Advertisement:	August 21, 2020
Second Advertisement:	August 28, 2020
Deadline for Receipt of Proposals:	October 7, 2020
Review of Proposals and Property Assessments:	October 14, 2020
Final Selection:	October 21, 2020
Lease Presented to RPM for PPRB Approval:	November 4, 2020
Deadline for Building Occupancy:	January 4, 2021

B. CLARIFICATIONS

All requests for additional information related to this RFP shall be directed in writing to: Procurement Department, 1900 East Woodrow Wilson Avenue, Jackson, MS 39216 and 601-987-1467 or 601-987-1305 or btoles@dps.ms.gov or stoaster@dps.ms.gov

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

C. DISQUALIFICATION AND REJECTIONS

The MS Dept. of Public Safety reserves the right to reject any and all Proposals. Reasons for rejecting a Proposal include, but are not limited to:

a. The Proposal is not submitted at or by the specified time
b. Failure to meet the minimum, mandatory requirements in this RFP
c. The Proposal is incomplete or contains irregularities, which make the Proposal indefinite or ambiguous
d. The Proposal is not signed by the Owner or authorized Agent
e. The Proposal contains false or misleading information
f. The Proposal ultimately fails to meet the announced requirements of the State in some material aspect
g. Failure to acknowledge any or all Addenda
h. The Proposal price is clearly unreasonable
i. Failure to fill out and sign out RPM 2

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: MS Dept. of Public Safety 4TH Floor Procurement 1900 E. Woodrow Wilson Ave Jackson, MS 39216
Attn: Betsy Toles or Sonya Toaster	

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

F. **WITHDRAWAL OF PROPOSAL**

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

G. **RECEIPT OF PROPOSALS**

Proposals shall not be opened publicly.

H. MANNER OF EVALUATION AND AWARD

1. Selection Process – The MS Dept. of Public Safety will review the Proposals for compliance with the required documentation to determine responsiveness. The responsive submittals will then be evaluated by the MS Dept. of Public Safety based on the requirements specially outlined in this RFP, including but not limited to the following criteria:

   - Annual Cost (Primary)

   Other things that <u>may</u> be considered

   - Age of the HVAC system(s)

III. MINIMUM MANDATORY REQUIREMENTS

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

Total Net Usable Square Feet: (+-) 3,605 sq. feet
(This is may be calculated based upon the Space Requirements listed below)

Preferred Term (Length) of Lease: 3 Years

Type of Space Requested (Design Function):

_____ Office
_____ Warehouse/Storage
_____ Clinic / Hospital
_____ Workshop
_____ Residential
X Other

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

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

Private Offices
250 Square Feet: _____
225 Square Feet: _____
175 Square Feet: 1
125 Square Feet: _____
100 Square Feet: _____

Workspace:
750 Square Feet: 1

Additional (20%) 185 square feet added to total above

Storage Area: 75 Square Feet
(Should be calculated based on 10 square feet / file cabinet)

Testing Room: 125 Square Feet

File Room: 100 Square Feet

Guest Waiting Area: 1500 Square Feet
(Should be calculated based upon 40 square feet / average occupancy at a single time)

Additional (15%) 470 square feet for hallways & public restrooms.

IT / Server Room: 50 Square Feet
(Should be calculated based upon 30 square feet / server rack)

Kitchen / Break Room: 125 Square Feet
(Should be calculated based upon 25 square feet / average occupancy at a single time)

Employee Bathroom: _____50_____Square Feet

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

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

Each office should contain a minimum of three (3) 110V electrical outlets, as well as one (1) phone connection for each office and two (2) data connection

This facility will require six (6) workstations. Five (5) workstations on a 10 inch raised platform and one (1) workstation to serve as a handicap service workstation on finished floor. Each workstation should contain a minimum of three (3) 110V electrical outlets, as well as one (1) phone connection and two (2) data connections. See Section VIII Standard Driver's License Workstation Layout for the typical workstation countertop layout.

Testing Room should contain a minimum of five (5) 110V electrical outlets, one for each testing station. Testing Room shall include five (5) data connections, one for each testing station. Testing Room shall have glass within walls so that the examiners working at the workstations can see into the testing room.

Each Waiting / Receptionist area should include a minimum of four (4) 110V electrical outlets in the waiting area, as well as two (2) 110V electrical outlets for the Receptionist. Receptionist also requires one (1) phone and one (1) data connection.

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

II. ADDITIONAL REQUIREMENTS

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

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

Restrooms:

Number of Male Restrooms: _____1_____
Number of Female Restrooms: _____1_____
Number of Unisex Restrooms: _____1_____

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

Parking:

Number of Parking Spaces Required: _____55_____
Number of Parking Spaces on Site: _____55_____
Gated Parking Area: No

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.

Workstation Construction:

IT / Network Infrastructure:
The leased premises shall have fiber to the building, with a minimum of CAT 5E cabling. All offices and workstations shall be wired for data services.

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

Landlord required to provide Server Racks? ____ Yes X No

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

Landlord required to provide A/C unit(s)? X Yes ____ No

Generator: ____ Mandatory ____ Preferred X No Preference

Generator shall be: ____ Natural Gas ____ Diesel X No Preference

Landlord required to provide Generator? ____ Yes X No

Access Control: ____ Card-Swipe Access ____ Keypad Password
____ Fingerprint All Doors Standard Lock / Key (individual rooms)
____ Other

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

Landlord required to provide Access Control System? ____ Yes X No

Construction Schedule:

The successful bidder hereby agrees to complete all required construction activities needed and referred to in this document within 60 days from acceptance of bid.

III. OPERATIONAL COSTS:

For the purposes of this Request for Proposals, this shall be a Gross Lease. The following operational costs shall be borne by the party indicated below.

	Lessor	Lessee	No Preference
Taxes	X		
Insurance	X		
Electricity		X	
Gas		X	
Water		X	

Phone / Internet		X	
Sewer	X		
Trash	X		
Janitorial Services		X	
Janitorial Supplies		X	
Security		X	
Landscaping		X	
Other:			

Other Space Requirements:

SPACE (SQUARE FOOTAGE) REQUIREMENTS

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

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

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

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

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

PROPERTY CONDITION

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

- **ADA Compliance:** Proposer is to ensure that the building is ADA compliant in all aspects. In the event the building is not ADA-compliant, the Proposer will be required to make the necessary modifications to ensure the building is ADA-compliant prior to occupancy. Proposers should follow all Federal and State regulations for ADA compliance to ensure all requirements are met.

- **Electrical and Lighting:** The lighting and electrical system for the building and parking areas must meet all ICC (International Code Council) Standards, Policies, and Procedures related to such.

- **Carpet:** At the inception of the Lease Agreement, carpet should be no more than four (5) years old. If carpet is more than four (5) years old, the Proposer must provide new carpet for the leased space. The minimum standard for carpet should be nylon, 26 oz. weight, Broadloom. Carpet tile is preferred, but Broadloom is acceptable. Should Broadloom be used, replacement of any carpet shall be performed after working hours, and Lessor will be responsible for moving all furniture and equipment, and then moving furniture and equipment back in the appropriate space once carpeting is complete. Damage caused to furniture and/or equipment caused by relocation shall be the responsibility of the Lessor.

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

- **Paint and Wall Coverings:** All walls must be painted or papered, as appropriate, every four (4) years or sooner. If walls have not been painted or papered within four (4) years prior to the start date of the Lease Agreement, Lessor shall paint and/or paper walls prior to occupancy. No charge will be allowed for this in addition to the rent.

- **Maintenance Schedules**: Lessor should have in place, at the inception of any Lease Agreement or Renewal Lease, sufficient maintenance schedules for the following items and equipment for the building:
  - Roof
  - Mechanical System
  - Electrical System
  - 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.

FURNITURE AND EQUIPMENT

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

OPERATIONAL COSTS

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

IT / NETWORK

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

FIRE PROTECTION:

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

IV. INSTRUCTIONS TO PROPOSERS

1. **Occupancy:** The proposed space shall be complete and ready for occupancy no later than January 4, 2021. Should the space be ready for occupancy prior to this date, the Agency shall have the option to occupy the space sooner, as agreeable between the Lessor and Lessee, and as approved by the Public Procurement Review Board.

2. **Rentable Square Feet:** Proposers are to identify the number of rentable square feet (the amount of square feet for which rent shall be paid) offered for lease. The Agency has identified the total amount of usable square feet needed, and each Proposer shall identify the rentable square feet offered for Lease, including common area.

3. **Preferences: (to be specified, examples below)**

- (+/-) 3605 sf usable space
- Key card entry to building
- Camera security
- Gated parking area
- 55 minimum parking spaces
- Furnished with workstations and office furniture
- Employee break room
- Integrated Phone system
- Fiber optic cable with air conditioned IT room
- Two 350 kw diesel powered generators for backup power
- Loading Dock

V. CHECKLIST FOR PROPOSERS

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

1. Official Proposal Form, signed and dated (RPM-2)
2. Photos of the Interior and Exterior of the Building
3. Proposed Floor Plan / Sketch of layout
4. Proposed security measures, if any
5. Signed RPM-5 Lease Contract

VI. SAMPLE LEASE AGREEMENT

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 _____ day of _____, _____, 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 _____, whose address is _____, (hereinafter referred to as "Lessee"). The terms "Lessor" and "Lessee" shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties.

WITNESSETH

FOR AND IN CONSIDERATION of the rental, covenants and conditions hereinafter stipulated to be paid and performed by Lessee, Lessor does hereby demise and let unto Lessee and Lessee does hereby accept and let from the Lessor, premises for the purposes of conducting the business activities of _____ [Enter name agency, department or division thereof] 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 _____ [Enter Number] _____ [Enter "Years" or "Months"], commencing on _____, and ending at 12:00 midnight on _____. The Lessor agrees that should the above described space not be prepared for occupancy per the specifications agreed between Lessor and Lessee by the first day of the 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 Lessor hereby grants the Lessee the right and option to extend this Lease for _____ additional terms of _____ years each commencing at the expiration of the initial term or subsequent renewal term where applicable; provided, however, that written notice of intent to exercise such option shall be given by Lessee to Lessor at least one hundred twenty (120) days before the expiration of such term of this Lease or subsequent extension thereof. Such extension shall be at the same annual rental rate as the year proceeding the extension term unless otherwise noted below. All other terms and conditions set out herein shall be in effect during the term of the extension. No such renewal term shall 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 where applicable.

1st RENEWAL TERM (FLAT RATE): $_____ per _____[Enter "Month", "Quarter" or "Year"),
which is based upon a rate of $_____ per Rentable Square Foot

2nd RENEWAL TERM (FLAT RATE): $_____ per _____[Enter "Month", "Quarter" or "Year"),
which is based upon a rate of $_____ per Rentable Square Foot

1st RENEWAL TERM (GRADUATED RATE): [Add / Delete Lines as required to reflect actual Renewal 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

2nd RENEWAL TERM (GRADUATED RATE): [Add / Delete Lines as required to reflect actual Renewal 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 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.

_____ [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 (boxes left unchecked shall not apply):

☐ 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: ____

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 _____ 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 _____ 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 replace 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 _____ 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 _____ 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 replace 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 untenantable. 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 beach 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 _____ parking spaces exclusively for the use of the Lessee's employees and _____ 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 _____ 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 _____

VII. OFFICIAL PROPOSAL FORM

OFFICIAL PROPOSAL FORM (To be completed by Proposer)

ADDRESS OF PROPERTY:

NAME OF PROPERTY OWNER:

NAME OF PROPERTY AGENT (if applicable)

TYPE OF SPACE (PRIMARY USE):

Office
_____ Storage / Warehouse
_____ Workshop / Training
Residential
Other

SPACE IS

Existing
Under Construction
To be constructed

If the Space is under construction or to be constructed, the completion date is _____

CONTRACT RENT:

Total Rentable Square Feet Offered for Lease:
Total Usable Square Feet Offered for Lease:
Rentable Square Feet by Area:

Office
Storage
Meeting / Conference Rooms
Common Area
Other

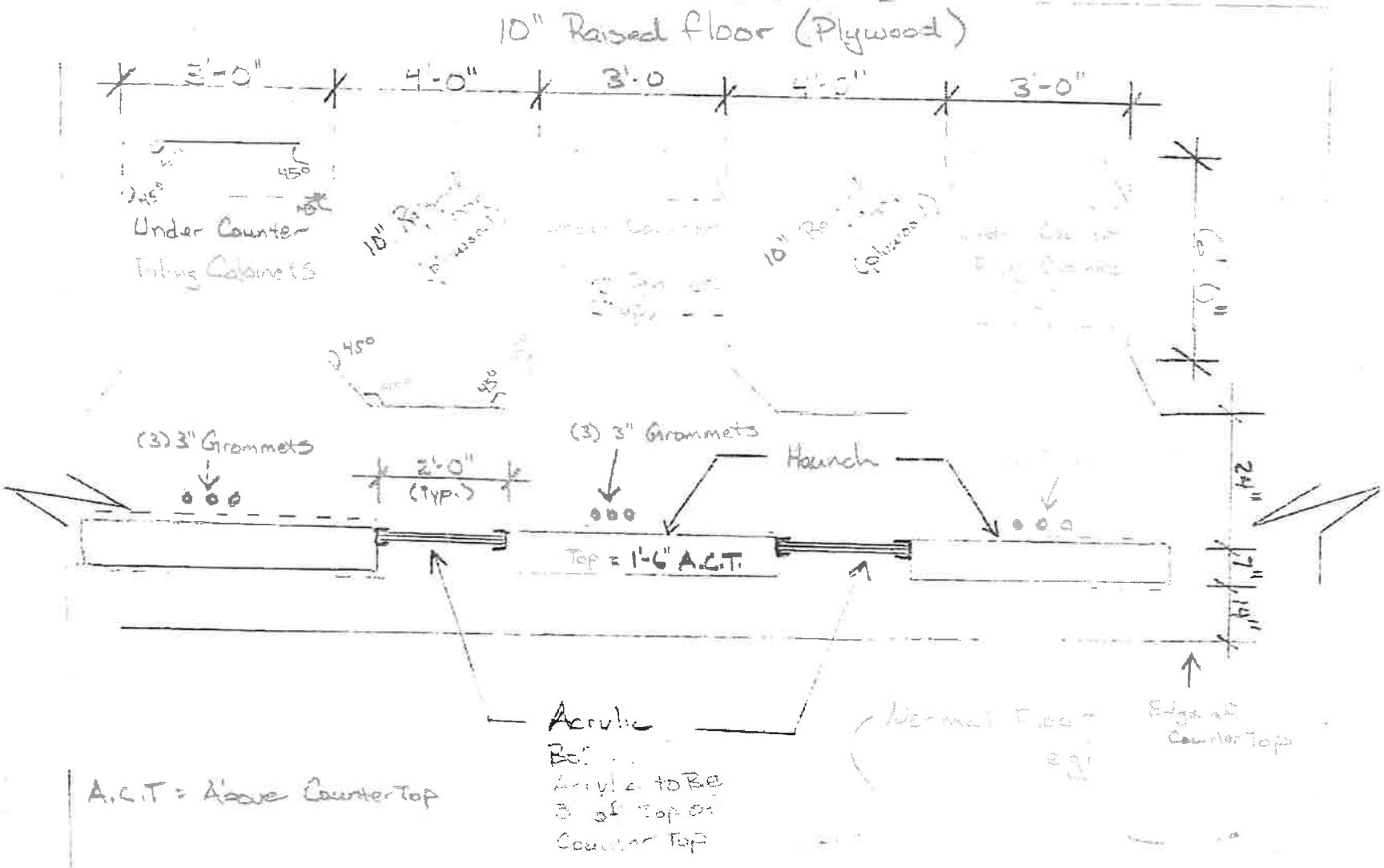
Annual Contract Rent: $

Annual Contract Rent Per Rentable Square Foot: $

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

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

Number of Parking Spaces included as part of this Lease: _____
Additional Parking Costs: $
It is the responsibility of each Proposer to ensure that sufficient parking is provided pursuant to the requirements in this RFP. Should the Proposer not be the owner of some or all of the proposed parking, it is the responsibility of the Proposer to have an agreement in place with the parking owner to ensure adequate parking is provided.

VIII. STANDARD DRIVER'S LICENSE WORKSTATION LAYOUT

Standard Driver's License Workstation Layout