

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

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STATE AGENCY LEASING

Authorization:

Section 29-5-2 (C), *Mississippi Code Annotated* (Revised 1990), lists the following as one of the duties of the Office of General Services, Bureau of Building, Grounds and Real Property Management;

To approve or disapprove through the Division of Real Property Management, and with the concurrence of the Public Procurement Review Board, any lease or rental agreements by any state agency or department, including any state agency financed entirely by federal and special funds, for space outside the buildings under the jurisdiction of the Office of General Services. In no event shall any employee, officer, department, federally funded agency or bureau of the state be authorized to enter a lease or rental agreement without prior approval of the Office of General Services and the Public Procurement Review Board.

The Department of Finance and Administration shall be substituted in instances throughout this manual where there are references to the Office of General Services.

Statement of Facts:

The rental markets throughout the State are, in most cases, unique to their particular area as to the availability and cost of the different classifications of rental property. Also, State Agencies have property needs and require usage that is unique to that particular agency.

In realizing that deriving one (1) set of policies and procedures, which would be adaptable to all occasions, statewide, for each agency, would be difficult, the Division of Real Property Management, Office of General Services, and/or the Public Procurement Review Board retain the authority to amend the procedures in this manual at their discretion.

The Division of Real Property Management, Office of General Services, and/or the Public Procurement Review Board may require an agency to submit any information deemed necessary to determine whether or not certain procedures in this manual are pertinent to a particular lease.

In its sole discretion, the Division of Real Property Management, Office of General Services, and/or the Public Procurement Review Board may deviate from policies with regard to rent ceilings, space allowances, lease forms, leasing procedures, and leasing terms at any time without revision of the policies and procedures stated in this manual.

The Leasing policies and procedures in this package have been developed as guidelines to simplify the leasing process for State Agencies, as well as to assist in determining the correct space needs for any given agency.

Included are instructions for all leasing functions, space criteria guidelines, STATEMENT OF FACTS (**RPM-1**), PROPOSALS FOR LEASE (**RPM-2**) and the STANDARD LEASE FORM (**RPM-5**). It should be noted that should escalations for expenses be required, only the Standard Escalation Agreement may be used. The choices simplify the leasing process if the agency should encounter a bona fide request from a lessor that includes the need for an escalation clause.

In all cases, the STANDARD LEASE FORM will be used, since it will insure that no hidden deterrents to amicable leasing will occur. Present lessors to the State appear to find our Lease a mutually satisfactory one.

The following pages have been compiled to provide every State Agency Board or Commission with written standards for the most economical and efficient utilization of space together with written procedures to be followed in leasing that space.

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General Guidelines to be followed are:

1. Request for space should be made NO LATER than sixty (60) days prior to need. They should be received by RPM at least three (3) weeks before the first Wednesday of each month. Proposals received by the Bureau of Building, Grounds and Real Property Management after this day may not be placed on the next month's Public Procurement Review Board Agenda. It is the responsibility of each Agency to follow a procedure that will insure the necessary forms are received by the Division of Real Property Management far enough in advance of the commencement date of their new lease as to provide for the timely preparation of lease proposals to be submitted to the Public Procurement Review Board.
2. Each Agency may receive a reminder notice from the Division of Real Property Management six (6) months before their lease is scheduled to expire. It is the responsibility of each agency to set a deadline for submitting proposals for that lease. Each Agency is to notify the Division of Real Property Management, in writing, of that deadline within thirty (30) days of receiving the expiration notice.
3. Except for special circumstances, space allocation will be made on the basis of existing positions, not future expectations. All space requested must be accompanied by a narrative report which provides justification for all the space requested.
4. Wherever possible, agencies will be housed in State-owned buildings. However, at all times, moves will be kept to a minimum. It is suggested that each Agency submit more than one lease proposal for space that is acceptable for their use in the order of their preference. In the event the first choice becomes unavailable or is ruled to be unacceptable, the second or another choice can be submitted without repeating the submission process.
5. When examining rental rates, the State will not exceed the rental rate prevailing in the community for comparable facilities. Square foot price limits will be based on current market conditions in a locality and rental rates will vary from city to city within the State. . . (per Code 7-7-27(1), . . . *the goods or services specified on each invoice have been received or performed . . .* , therefore rent payment will be monthly unless waived by State of Mississippi's DFA through BOB/RPM [PPRB] Board and DFA's Financial Control Division) (statement regarding existing Code added 062909)
6. Net usable area will be computed on the basis of the attached criteria.
7. Relocatable buildings, trailers, and/or modular units used and occupied by State Agencies as leased space fall under the procedures established for "equipment" and should follow the guidelines in the Office of Purchasing, Travel and Fleet Management Procedure Manual for leasing equipment. (amended by 060408 PPRB approval and 071508 SOS approval)
8. Information concerning existing leases is public information and may be released to any person making inquiry. However, information concerning a lease under negotiation is confidential and shall not be released to the public until negotiations become final. Release of rental information requires approval of the Executive Director of the Agency.
9. In computing square footage to accommodate an Agency's needs, square footage should be no more than fifteen percent (15%) greater than the space determination shown as "Net Usable Area Required" on **RPM-3**. The "Allowable Space" as shown on **RPM-3** includes this 15% and is the maximum space allowed the agency.
10. Building condition, location, and adaptability will all be factors in determining the most suitable Agency location. The cost of utilities, janitorial services, parking, remodeling, moving expenses, telephone hook-ups, etc., will all be considered in determining the TOTAL COST of the lease.
11. Decisions of the Division of Real Property Management may be contested in the manner described in the Mississippi State Agency Leasing Procedure Manual. Proposals under contest may not receive special consideration for Public Procurement Review Board agenda deadlines and could be delayed from appearing on a Public Procurement Review Board agenda until determined appropriate by the Director of the Office of General Services.

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THE DEADLINE FOR THE DIVISION OF REAL PROPERTY MANAGEMENT TO HAVE RECEIVED LEASE PROPOSALS WILL BE APPROXIMATELY FORTY-FIVE (45) DAYS BEFORE THE EXPIRATION OF THE LEASE:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 PPRB usually meets the 1st Wednesday	2	3	4
5	6	7	8	9	10	11
12	13 submit to RPM – not through another agency	14 submit 45 days before old lease expires	15 14+- days before PPRB, the Agenda closes at 5:00 p.m.	16 after this date, proposals probably	17 WILL BE held over for next month’s meeting	18 be sure your start date IS NOT before PPRB meets
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOTE: PPRB ON OCCASION WILL CHANGE THEIR MEETING DATE.

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REAL PROPERTY MANAGEMENT POLICY

The Bureau of Building, Grounds and Real Property Management approves the following:

The function of the Division of Real Property Management in the review of leases submitted by State Agencies and departments is as follows:

1. Review the lease proposals submitted to this office from the Agencies or from private property owners;
2. Evaluate the proposals submitted to insure to the State that the Policy and Procedure, as required by the Division of Real Property Management for submittal of lease proposals, was followed;
3. Recommend to the Director of the Office of General Services and/or the Public Procurement Review Board the approval of the lease proposal which, after proper review by the Division of Real Property Management, was the most equitable proposal submitted per the Division of Real Property Management Policy and Procedure;
4. Lease proposals submitted which, after review by the Division of Real Property Management, are ruled unacceptable due to failure of the Agency to follow the Policy and Procedure required by the Division of Real Property Management will be promptly returned to that Agency with written explanation of the reasons the proposal was found to be unacceptable. The Division of Real Property Management should first notify the Agency by telephone of any problem which will delay a decision on a lease proposal.
5. Unless requested in writing by an Agency, no member of the Division of Real Property Management is to enter into negotiation with any property owner for lease proposals for any specific Agency. Without a specific request from an Agency, the function of the personnel of the Division of Real Property Management is to be limited to the review of the proposals submitted. In the event the Division of Real Property Management, after proper review of lease proposals submitted, concludes that more equitable terms could be obtained for a specific lease, the proper official for the Agency concerned should be notified by telephone with conversations to be recorded by memo to file and followed by a letter from the Division of Real Property Management. The staff of the Division of Real Property Management may recommend to that official the specific terms that should be negotiated or may recommend that the Agency continue to negotiate in general for more equitable terms. No member of the Division of Real Property Management is to enter into direct negotiation with any property owner whose lease proposal has been submitted by an Agency to the Division of Real Property Management for review.

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PROCEDURE FOR LEASING PRIVATE PROPERTY

1. Determine the NEED for leased space. Inform the Division of Real Property Management of the Agency's intent to lease space.
2. Determine the square feet required to be leased. (Use the **RPM-3**)
3. Determine the specifications most suitable for the use intended of the leased space.
4. Prepare a description, written and by a sample of a floor plan sketch, of the specifications of suitable space to be presented to any person who wishes to offer their space for lease.
5. Determine the terms of the lease that will be acceptable to the Agency. (Air condition, number of years, whether utilities and janitorial are included or extra, etc.)
6. Place an ad in the local newspaper which states (a) the Agency to lease the space; (b) the approximate square feet to be leased; (c) the use for the space; (d) the general location desired for the leased space; (e) the person to contact for additional information; (f) where to contact this person; (g) the date of the deadline for the Agency to have received the lease proposals.
7. Prepare a proposal package to be presented to each person who wishes to offer his/her space for lease. This package should include (a) Forms **RPM-2** and **RPM-2A** – Proposal for Lease; (b) description of suitable space; (c) copy of the State's lease; (d) specific terms of the Agency (if any).
8. Personnel from the Agency should examine the rental market of the area where the Agency intends to locate. List and examine vacant space, as well as leased space, comparable in size and use to the type space to be leased. Prepare the **Market Rent Survey RPM-4**.
9. Personnel from the Agency should solicit proposals from property owners in addition to newspaper ad. This should be done by contacting property owners who have advertised their space for lease and by inquiring as to the ownership and potential for lease of vacant property found in the area that has not been advertised. Inquiry should be made during the market rent survey for properties that could possibly be leased.

The Agency shall post an ad, which is similar to the ad placed in the newspaper, in public buildings such as the local Post Office, City Hall, State Offices, etc.
10. After the deadline for receiving proposals, the Agency should review each proposal submitted, examine the space listed on the proposal, and interview the submitter. The square footage should be checked by the Agency and all blanks should be completed on the proposal form by the property owner.
11. In the event a submitter has made an error on his proposal, other than in the amount of annual rent, the proposal should be returned to the submitter with instructions to make the correction and initial and date the correction. If the mistake requires a change in the annual rent originally submitted, then (a) the submitter must be allowed to withdraw his proposal from consideration; (b) he must be allowed to honor the annual rent proposal and other terms as submitted; or (c) all the proposals received must be returned to the submitters with instructions that they may resubmit their original proposal or submit a new proposal with an adjustment for rent.
12. The proposals should be considered in order of preference by the Agency. A lease for the property chosen by the Agency as first and second choice should be prepared by the Agency and signed by the property owner. If none of the proposals is acceptable to the Agency, the proposals are to be returned and the leasing procedure started again.
13. The request for approval of a lease should be prepared by the Agency and submitted to the Division of Real Property Management as required.
14. After a lease has been approved by the Division of Real Property Management and the Public Procurement Review Board, the Agency should sign the lease and return a copy of the signed lease to the Division of Real Property Management.

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EXTENSION OF A LEASE WITH NO INCREASE IN COST OR SPACE

The following guidelines must be followed for the renewal of a lease with no increase in cost or space:

- Step 1: Six (6) months **before** a lease is scheduled to expire, the Agency should decide if the leased space and the terms of the lease remain satisfactory. The Agency is responsible for tracking expiration of their leases; however, they may receive a notice from the Division of Real Property Management approximately six (6) months before a lease is scheduled to expire.
- Step 2: The deadline for the Division of Real Property Management to have received lease extension requests will be three (3) weeks prior to the first (1st) Wednesday of each month. Extension requests received after this day may not be placed on the next month's Public Procurement Review Board Agenda. All requests for lease extensions submitted to the Division of Real Property Management for consideration of approval must contain the following:
1. Justification letter stating that this is an extension of time for a lease previously approved by the Public Procurement Review Board and that all terms of the extension will be exactly the same as the original lease with the exception of the date of expiration.
 2. A narrative of the duties and responsibilities to be conducted from this location.
 3. **RPM-1:** Statement of Facts filled out in its entirety.
 4. **RPM-2:** Completed Lease Proposal. The property included in the proposal must be inspected by a member of the Agency. All information on the proposal must be checked for accuracy.
 5. **RPM-3:** Space Evaluation Form.
 6. Written Justification: Justification for space [square footage] as required on the **RPM-3.**
 7. **RPM 4:** Market Rent Survey: A Market Rent Survey of the area in which the Agency wants to locate. This survey can include occupied as well as vacant space. The purpose of this survey is to determine the correct market rent for the area. Should the rent for space presently leased by an Agency exceed the per square foot amount determined acceptable by the Division of Real Property Management for that particular location, it will be necessary for the Agency to proceed along the guidelines for "New Space".
 8. Other pertinent information for leases.
 9. A copy of the completed, unsigned, Lease Extension Agreement (or signed by Lessor only – See last sentence of Step 4 below) A "copy" signed by both parties should be submitted after Public Procurement Review Board approval.
- Step 3: The Division of Real Property Management will then review and approve/disapprove the request for a lease. Should there be a problem with the lease request, a conference will be arranged between the Agency and the Division of Real Property Management for further explanation. The lease proposals may be returned to the Agency.
- Step 4: If approved, the Division of Real Property Management will then submit the lease request to the Director of the Bureau of Building, Grounds and Real Property Management, and the Director of the Office of General Services for their approval/disapproval. After approval, the request will be placed on the proper Public Procurement Review Board Agenda. After approval by the Public Procurement Review Board, a notification letter will be sent to the Agency informing them of approval of their lease. State Law **prohibits** any Agency from executing a lease prior to the consent of the Public Procurement Review Board. Leases cannot have a commencement date *prior* to the date of approval by the Public Procurement Review Board.

ADDITION OF SPACE AT THE SAME LOCATION

The Public Procurement Review Board will consider the addition of space at the same location without requiring the Agency to solicit the public for competitive proposals under the following conditions:

1. Present lease has to have more than six (6) months remaining prior to the expiration date approved by the Public Procurement Review Board.
2. Revised Space Evaluation Form must justify the total amount of space to be leased. Add new space with existing space on revised Space Evaluation Form (**RPM-3**).
3. The terms and conditions of the lease for added space must be exactly the same as the present lease. This includes rent, expenses and expiration date.
4. The use for the additional space must be totally dependent on the existing space. Agency must show that the added space cannot function efficiently at another location.

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LEASING IN NEW SPACE OR SPACE WITH AN INCREASE IN COST OR SIZE

The following guidelines must be followed when leasing space from the private sector. The Agency is advised to submit more than one acceptable lease proposal. The Agency is required to advertise for space and submit to the Division of Real Property Management proof of advertisement. Advertisements for rental space must include the deadline that the lease proposals are to be submitted to your agency. In addition, a list of all space reviewed but found to be unacceptable is to be submitted along with the reasons the space does not meet Agency requirements.

The Agency must set a deadline for receiving proposals for that lease and notify the Division of Real Property Management, in writing, of that deadline thirty (30) days prior to their acceptance of any proposal.

Step 1: The deadline for the Division of Real Property Management to have received lease proposals will be forty-five (45) days before the expiration of the current lease. Proposals received after this day may not be placed on the next month's Public Procurement Review Board agenda. All lease proposals submitted to the Division of Real Property Management for consideration of approval must contain:

1. Justification letter stating why they need the space [in that town].
2. A narrative of the duties and responsibilities to be conducted from this location.
3. If moving from present location, a letter explaining why the present location is no longer acceptable. A copy of the notice given the present landlord of your intent to vacate is also required.
4. **RPM-1 Statement of Facts:** Filled out in its entirety for the proposals listed as a preference.
5. **RPM-2 Lease Proposal:** One completed form for each proposal received. Also a list of all rent space examined by your agency or offered to your agency with reasons for acceptance or rejection. The agency must solicit for proposals in addition to the newspaper advertisement. The property included in the proposal must be inspected by a member of the Agency. All information on the proposal must be checked for accuracy.
6. **RPM-3 Space Evaluation Form**
7. Written justification: Justification for space [square footage] as required on the **RPM-3**.
8. **RPM-4 Market Rent Survey:** A Market Rent Survey of the area in which the Agency wants to locate. This survey can include occupied as well as vacant space. Refer to Page 32 of this Manual entitled "Market Rent Survey".
9. Other pertinent information for leases.
10. A *copy* of the **RPM-5 Standard Lease** executed by Lessor. If the Agency elects to fill in Section 20 of the Standard Lease, the *original* Lease must be forwarded to the Division of Real Property Management. Approved original leases will be returned for execution by the Agency. A copy signed by both parties should be submitted after Public Procurement Review Board approval. (See last sentence of Step 3 below.)

Step 2: The Division of Real Property Management will then review and approve/disapprove the request for a lease. Should there be a problem with the lease request, a conference will be arranged between the Agency and the Division of Real Property Management for further explanation. The lease proposals may be returned to the Agency.

Step 3: If approved, the Division of Real Property Management will then submit the lease request to the Director of the Bureau of Building, Grounds and Real Property Management and the Director of the Office of General Services for their approval/disapproval. After approval, the request will be placed on the proper Public Procurement Review Board Agenda. After approval by the Public Procurement Review Board, a notification letter will be sent to the Agency informing them of approval of their lease. State Law prohibits any Agency from executing a lease prior to the consent of the Public Procurement Review Board. Leases cannot have a commencement date *prior* to the date of approval by the Public Procurement Review Board.

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VACANT LAND, PARKING SPACE, MINI-STORAGE,
CERTAIN MONTH-TO-MONTH LEASES
AND RESIDENTIAL PROPERTY

Only those leases for vacant land, parking spaces, mini-storage facilities, and other uses as determined applicable by the Division of Real Property Management, Office of General Services, and the Public Procurement Review Board will qualify to be submitted under this category. Leases for “office space or office-type use” do not qualify under this category except under emergency conditions as determined by the Division of Real Property Management, Office of General Services, and the Public Procurement Review Board.

To qualify as a month-to-month lease:

1. The term of the lease must be for a month-to-month period.
2. The Agency must have the option to terminate the lease after providing the Lessor written notice not less than ten (10) days in advance of the date the Agency intends to terminate the lease.
3. The total term covered by the lease must not exceed eleven (11) months. The lease may be renewed by proper request to the Division of Real Property Management.
4. The rent to be paid by the Agency cannot escalate during the term of the lease.

Once you have met these qualifications and choose to request a month-to-month lease, then proceed to the following guidelines.

The following guidelines will apply to vacant land, parking space, mini storage, month-to-month, and residential property leases:

Step 1: The deadline for the Division of Real Property Management to have received lease proposals will be forty-five (45) days before the expiration of the current lease. Proposals received after this day may not be placed on the next month’s Public Procurement Review Board agenda. All vacant land, parking space, mini-storage and month-to-month lease proposals submitted to the Division of Real Property Management for consideration of approval must contain:

1. Justification letter stating why they need the space.
2. A narrative that fully explains the procedure that the Agency followed in locating and selecting the property they intend to lease.
3. **RPM-1:** Statement of Facts filled out as applicable for the proposal listed as a preference.
4. **RPM-2:** A signed proposal from the Lessor that fully describes the property to be leased and the terms and conditions of the lease. Page 1 of the **RPM-2** must be completed and attached to any proposal submitted.
5. **RPM-4:** Market Rent Survey: A Market Rent Survey of the area in which the agency wants to locate. The survey must include properties which have the same use and that are comparable to the property the agency wishes to lease. This survey can include occupied, as well as, vacant space.
6. Other pertinent information for leases.
7. A copy of the completed, unsigned, Lease Agreement or the Lease Extension Agreement (or signed by Lessor only) the agency intends to execute. If other than the Standard Lease Agreement, the lease to be used must first be approved by the Division of Real Property Management. A copy signed by both parties should be submitted after Public Procurement Review Board approval.

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- Step 2: The Division of Real Property Management will then review and approve/disapprove the request for a lease. Should there be a problem with the lease request, a conference will be arranged between the Agency and the Division of Real Property management for further explanation. The lease proposals may be returned to the Agency.
- Step 3: If approved, the Division of Real Property Management will then submit the lease request to the Director of the Bureau of Building, Grounds and Real Property Management and the Director of the Office of General Services for their approval/disapproval. After approval, the request will be placed on the Proper Public Procurement Review Board Agenda. After approval by the Public Procurement Review Board, a notification letter will be sent to the Agency informing them of approval of their lease. State Law prohibits any agency from executing a lease prior to the consent of the Public Procurement Review Board. Leases cannot have a commencement date *prior* to the date of approval by the Public Procurement Review Board.

All proposals to lease residential property should include the following information:

TOTAL SQUARE FEET OF LIVING AREA - This is all the heated and cooled area inside the house. Basements and attics are not to be included in this area unless they are used as bedrooms, dens, utility rooms, etc. The LIVING AREA is the equivalent of NET USABLE AREA on Form **RPM-1** and **RPM-2**. On page 3 of **RPM-2**, list the LIVING AREA under NET USABLE SQUARE FEET "OTHER" and TOTAL NET USABLE SQUARE FEET.

Annual rent per square foot - This is the cost per square foot derived from the TOTAL ANNUAL RENT divided by the TOTAL SQUARE FEET OF LIVING AREA.

Form **RPM-3** Space Evaluation - List the total square feet of LIVING AREA in the blank headed as "Other Space". On an attached page, list the number of bedrooms, bathrooms, and all other rooms included in the LIVING AREA. Exterior porches, carports, garages, utility and storage buildings not attached to the house are not to be calculated into the square feet leased. This area can be listed on Form **RPM-1** at "Other pertinent information" and on **RPM-2** as GROSS SQUARE FEET on Page 2 and RENTABLE SQUARE FEET on page 3.

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SIXTEENTH SECTION LAND

Sixteenth Section Land shall follow the following guidelines per Code 29-3-82 (added by 060408 PPRB approval and 071508 SOS approval)

1. Approved by the Board of Education - Code 29-3-82 says to make application to the Superintendent of Education (Lease will be signed by the President of the Board of Education).
2. Be approved by the County Supervisors - Code 29-3-82 says Education will present the Lease to the Board of Supervisors (Lease will be signed by the President of the Board of Supervisors).
3. Be approved by the Secretary of State as to compliance with state law - Code 29-3-82 calls this the Land Commissioner but 7-11-4 changes Land Commissioner to Secretary of State. Our contact is Bill Cheney, Attorney. 601-359-6377. SOS Attorney usually writes a Letter of Compliance.
4. Be approved by the BOB/RPM Board (PPRB – first Wednesday of each month) after the above have signed or issued a letter as to their approval along with our usual forms (It is usually forwarded to BOB/RPM at this point already signed by Education and Supervisors). Our Board will ask "if everyone has approved it" .
5. After PPRB approval, Lease shall then be signed by Lessee .
6. Forwarded to the Chancery Clerk (coordinate this step with Education and Board of Supervisors).

MARKET RENT SURVEY

RPM 4

INSTRUCTIONS

A Market Rent Survey **RPM-4** is to be included with each request for a lease submitted to the Division of Real Property Management. It must be conducted by an employee of the Agency requesting the lease. The purpose of this survey is to indicate the market rent for the particular town or area where the agency wishes to locate. This survey can include both occupied space as well as vacant space. The space surveyed should be comparable in size and in use to the space the agency intends to lease.

This survey must include the following information:

1. Address of the property surveyed;
2. Owner or agent of the property interviewed by the agency;
3. Representative of the agency requesting the information;
4. The rent asked or being paid for the space;
5. Amount of space available or leased;
6. Items included in the rent, such as utilities, janitorial services, parking, etc.

The properties included in this survey should be representative of the space available for rent in the area the agency wants to locate. All proposals that do not contain this survey shall be returned. This survey is required for both new space and space presently occupied. Show the space being requested, as well as, at least 3 more comparables.

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CHAPTER 59 ARCHIVES AND RECORDS MANAGEMENT

§ 25-59-1. Short title

This chapter shall be known and may be cited as the "Mississippi Archives and Records Management Law of 1981"

§ 25-59-3. Definitions

For the purposes of this chapter:

- (a) "Department" shall mean the Mississippi Department of Archives and History.
- (b) "Public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings or other materials regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency or by any appointed or elected official. Books, periodicals and other published material normally found in a library are excluded from this definition.
- (c) "State record" shall mean a record which normally is maintained within the custody or control of a state agency or by any appointed or elected state official or any other record which is designated or treated as a state record according to general law.
- (d) "Vital record" shall mean any record vital to the resumption of the legal and financial status of government in the state or to the protection and fulfillment of obligations to the citizens of the state of Mississippi.
- (e) "Agency" shall mean any state office, department, division, board, bureau, commission, institution of higher learning or other separate unit or institution of state government created or established by law.
- (f) "Mississippi State Archives" shall mean an establishment maintained by the department for the preservation of those public records and other documentary materials that have been determined by the department to have sufficient historical or other enduring value to warrant their continued preservation by the state and that have been accepted by the department for deposit in its custody.
- (g) "Records center" shall mean an establishment maintained by the department primarily for the

processing, servicing and security of public records that must be retained for varying periods of time but need not be retained in an agency's office, equipment or space.

- (h) "Records control schedule" shall mean a set of instructions prescribing how long, where or in what form records shall be kept.
- (i) "Records management" shall mean the application of management techniques to the creation, utilization, maintenance, retention, preservation and disposal of records undertaken to reduce costs and improve efficiency of record-keeping. Records management includes management of filing and microfilm equipment and supplies, filing and information retrieval systems, historical documentation, micrographics, records system scheduling and vital records protection.
- (j) "Director" shall mean the director of the Mississippi Department of Archives and History.
- (k) "State records committee" shall mean a committee established by this chapter whose duties are to review, approve, disapprove, amend or modify records control schedules submitted by agency heads.

§ 25-59-5. Department of archives and history to be archival and records management agency.

The archival and records management agency of the state of Mississippi shall be the Mississippi Department of Archives and History.

§ 25-59-7. State records committee; duties as to records control schedules.

There is hereby created the state records committee to be composed of the governor, state registrar of vital records, state auditor of public accounts, secretary of state and the director of the department of archives and history, or their designated representatives. It shall be the duty of the committee to review, approve, disapprove, amend or modify records control schedules submitted by agency heads or appointed and elected state officials through the department for the disposition of records based on administrative, legal, fiscal or historical value. Such records control schedules, once approved, shall be authoritative and directive, and shall have the force and effect of law. A records schedule may be determined by three (3) members of the

committee. Records control schedules may be amended by the committee on change of program mission, legislative change or other actions affecting the basic mission of the agency and in turn affecting the records. The director of the department shall serve as chairman of the committee and shall schedule meetings of the committee as required. Each agency has the right of appeal to the committee for actions taken.

§ 25-59-9. Powers and duties of department of archives and history.

The Mississippi Department of Archives and History, with respect to the Mississippi Archives and Records Management Law, shall have the following powers and duties:

- (a) The department may make and enter into contracts and agreements with other agencies, organizations, associations, corporations and individuals or federal agencies as it may determine are necessary, expedient or incidental to the performance of its duties or the execution of its powers under this chapter.
- (b) The department shall adopt such rules and regulations deemed necessary to carry out its duties and responsibilities under this chapter, which rules shall be binding on all agencies and the persons affected thereby. The department shall publish said rules and regulations in accordance with the provisions of the Administrative Procedures Act, [Sections 25-43-1](#) et seq., Mississippi Code of 1972.
- (c) Conduct a records management program including a records center and subject to the availability of staff and funds, conduct a centralized microfilming program for the benefit of all state agencies; and provide advice, assistance and training to all state agencies in matters pertaining to the economical and efficient management of public records.
- (d) Cooperate with and assist, insofar as possible, state institutions, departments, agencies, counties, municipalities and individuals engaged in the field of state archives, manuscripts and history.
- (e) Establish safeguards against unauthorized or unlawful removal or loss of records.
- (f) Initiate appropriate action to recover records removed unlawfully or without authorization.
- (g) Establish and maintain a program in cooperation with each agency for the

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selection and preservation of vital records considered essential to the operation of government and to the protection of the rights and privileges of citizens; make or have made preservation duplicates, or designate existing copies as preservation duplicates to be preserved in a place of safekeeping as prescribed by the department.

- (h) Promulgate rules and regulations permitting the storage, use and dissemination of records which are transferred by any local governmental body in this state to a local historical or archival group which has been incorporated and operates as a private, nonprofit corporation. Such rules and regulations shall be in accordance with the provisions of [Section 25-59-25](#).

§ 25-59-11. Transfer of responsibility and title from central records storage facility to state records center.

The central records storage facility shall become the state records center. The commission of budget and accounting is hereby authorized to transfer the responsibility for the operation of the facility to the department of archives and history. The commission shall also transfer title to the building, equipment and property associated with the facility to the department.

§ 25-59-13. Procedures for transfer of records to the department of archives and history.

The transfer of records to the Mississippi Department of Archives and History shall be in accordance with the following:

- (a) Agencies and appointed or elected officials are hereby authorized and empowered to turn over to the department any records no longer in current official use and the department is authorized, after conducting appropriate archival appraisal, to accept such records and to provide for their administration and preservation.
- (b) All records of state agencies transferred to the department may be held in the records center or placed directly in the Mississippi State Archives as deemed appropriate.
- (c) Title to any record placed in the records center shall remain in the agency transferring such records to the department.
- (d) Title to any record transferred to the Mississippi State Archives shall be vested in the department.

- (e) The department may make certified copies under seal of any records transferred to it upon the application of any person and said certificates signed by the director shall have the same force and effect as if made by the agency from which the records were received.
- (f) The department may prescribe and charge reasonable fees for said services, which shall not be less than the actual cost thereof.

§ 25-59-15. Records management duties of state agencies and officials.

It shall be the duty of each state agency and each appointed or elected state official to:

- (a) Cooperate with the department in complying with the provisions of this chapter.
- (b) Establish and maintain an active and continuing program for the economical and efficient management of records.
- (c) Cause to be made and preserved records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures and essential transactions of the agency or office and designed to furnish the information necessary to protect the legal and financial rights of the government and of the persons directly affected by the agency's activities.
- (d) Submit to the department for review by the state records committee and in accordance with the rules and regulations of the department, a recommended retention schedule for records in its custody, except schedules for certain types of records common to all agencies or offices which may be established by the department and the state records committee. No records will be scheduled for retention any longer than is absolutely necessary in the performance of the required functions of the agency or office. Records not actively required for the performance of the agency's or official's duties will be transferred to the records center or the Mississippi State Archives in accordance with rules and regulations established by the department. Records which have been identified as archival, or which must be retained permanently, may be transferred directly to the Mississippi State

Archives, consistent with the provisions of this chapter.

- (e) As of the effective date of this chapter, state agencies and appointed or elected state officials shall not lease additional space for records storage or renew existing leases for that purpose without approval of the state records committee. Further, with the development of records control schedules, such records now in storage in leased offsite facilities will be removed from them in accordance with the rules and regulations of the department.
- (f) Nothing in this chapter shall be construed to divest state agency heads or appointed or elected state officials of the authority to determine the nature and form of records acquired in the administration of their several responsibilities.

§ 25-59-17. Record control schedules for courts; destruction of court records.

The Mississippi Supreme Court may, by rule of the court, provide for the development of records control schedules for the various and several courts in the Mississippi judiciary system, provided that the director of the department of archives and history shall be consulted prior to the destruction of any court records.

The Mississippi Supreme Court may rule that the courts will cooperate with the department in the establishment of records control schedules for the records of the courts.

In the alternative, the courts in the individual counties may cooperate with the board of supervisors in that county in the development of an overall records management program and records control schedules. The director of the department of archives and history shall be consulted prior to the destruction of any county court records. The director shall respond to such requests within sixty (60) days.

The destruction of court records by authorized retention schedules shall not be construed as affecting the status of that court as a court of record.

OFFICE SPACE CRITERIA GUIDELINES

These space guidelines have been developed by the Division of Real Property Management in conjunction with information published by surrounding states and are considered carefully when developing space needs for an Agency. Should there be questions concerning the amount of space allocated to a particular position within the requesting Agency, feel free to notify the Division of Real Property Management for assistance in ascertaining the necessary square footage for those requiring new or adjusted space.

It should be understood in applying the following standards that these figures are subject to adjustment, depending on the circumstances surrounding the specific function for which they are to be applied. For instance, if the Department or Agency Head, by nature of his business, receives large delegations who convene within his own office and no conference room is available, then his office may be authorized to exceed the figure listed. In the case of a second-level administrator who would be supervising an engineering or drafting function and his normal course of business requires that he have a drafting board in his office, this might dictate a slightly larger office than is indicated as standard. The above are examples, but the principle should be applied when using any of the figures listed below. Also, there may be requirements for more or less space, depending upon the modular concept of the building.

Executive or Division Directors:	225 s. f.
Top Management (Administrators or Bureau Directors).....	175 s. f.
Middle Management (Supervisors)	125 s. f.
Professional and/or Technical	100 s. f.
Clerical and/or Support	80 s. f.
Work Station	25 s. f.

(One workstation allotted for each two clerical support. If need is proven, one workstation can be allotted for some categories.)

- A workstation is an area used for the location of the furniture and equipment used by a specific employee to perform the task assigned. The workstation is not to include the primary desk used by the employee and is not for any additional area intended for conference use.

Multiply the total of office and workstation space by 20% to allow accommodations for circulation and bathroom areas. No common areas are to be included. The office space requested should not exceed an average of 170 sq. ft. per person. This figure includes all categories of personnel within an Agency. Space requested which exceeds this average requires written justification.

If other space such as a public hearing area, computer rooms, testing facilities, etc., is a requirement for the Agency, specify. Justification for this additional space will be required.

Waiting Room	15 s. f.
--------------------	----------

(Per person based on average occupancy for a typical one-hour period)

Conference Room.....	25 s. f.
----------------------	----------

(Per person based on average occupancy)

Other use – The square footage needed along with an explanation of how this square footage was determined.

(Add this total to the total office space required to determine the net usable area required. Multiply the net usable area by 15% to obtain the maximum sq. ft. allowable.)

STANDARD METHOD OF SPACE MEASUREMENT

The purpose of this standard is to permit communication and computation on a clear and understandable basis. Another important purpose is to allow comparison of values on the basis of a generally agreed upon unit of measurement (net usable square footage).

It should also be noted that this standard can and should be used in measuring space in old, as well as new buildings; leased space, as well as State-owned space. It is applicable to any architectural design or type of construction because it is based on the premise that the area being measured is that which the Agency has assigned for its employees and furnishings.

This standard method of measuring space measures only occupiable space, undistorted by variances in design from one building to another. It measures the area of a building that actually has usable value and, therefore, as a standard, can be used by all parties with confidence and with a clear understanding of what is being leased.

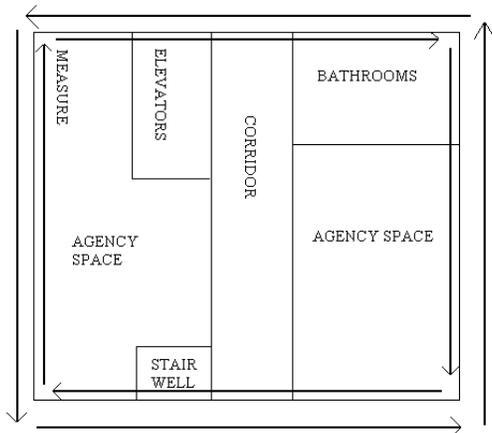
All usable office space shall be computed by:

Measuring to the inside finish of permanent outer building walls to the office side of corridors and/or other permanent partitions, and to the center of partitions that separate the premises from adjoining usable areas.

This usable area shall EXCLUDE:

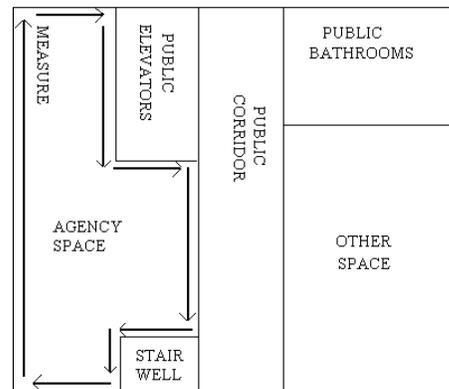
Corridors, bathrooms, stairs, elevator shafts, flues, pipe shafts, vertical ducts, air-conditioning rooms, fan rooms, janitor closets, electrical closets, and such other rooms not actually assigned to the tenant nor useful for his furnishings and personnel.

GROSS SPACE (Outside)
 TOTAL RENTABLE SPACE (Inside)



NOTE: In this instance, space other than office would be noted on **RPM-1**

NET USABLE SPACE
 (Common areas and areas not necessary to the Agency for conducting its business are excluded)



This measurement is used by RPM to compute TOTAL COST of lease and to make comparisons between buildings

AD FOR LEASE PROPOSALS

The Division of Real Property Management suggests the ad for lease proposals should contain no less than the following:

(AGENCY NAME) is soliciting proposals to lease approximately (#) sq. ft. of (TYPE) space in (CITY), MS. Interested parties should contact (AGENCY REPRESENTATIVE NAME AND ADDRESS) or call (AGENCY PHONE #) for leasing information. Deadline for receipt of proposals is (DATE & TIME).

In the event that none of the proposals submitted is acceptable to the Agency, the proposals received are to be returned to the submitter with notice that all proposals were rejected. The Agency will then begin to solicit for new proposals by repeating the leasing procedure. This includes re-advertising and establishing a new deadline for receipt of proposals.

In the event that no proposals are received by the deadline as advertised, the Agency must again advertise for proposals and extend the date of the deadline.

The Division of Real Property Management recommends that these ads run at least twice, seven (7) days apart with the deadline not to be less than five (5) working days after the second appearance of the ad.. Details in Code 31-8-11.

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DESCRIPTION OF SUITABLE SPACE

(THIS FORM IS **OPTIONAL**. THE AGENCY MAY SUBSTITUTE THE FORM THEY USE TO DESCRIBE THEIR SPECIFICATIONS FOR SPACE TO BE LEASED AS PRESENTED TO POTENTIAL LESSORS.)

SUITABLE SPACE for the Agency will comply as closely as possible to the following specifications:

Minimum sq. ft. _____ (Net Usable Area)

Maximum sq. ft. _____ (Total Rentable Area)

Private Offices: Total # _____ as follows:

_____ Approx. Size _____ sq. ft.

110V Electrical outlets per office # _____

Telephone hookups per office # _____

Additional requirements for offices: _____

Conference Room (s) # _____ Approx. Size _____

_____ Approx. Size _____

110V Electrical outlets per office # _____

Telephone hookups per office # _____

Waiting Room # _____ Approx. Size _____

110V Electrical outlets per office # _____

Telephone hookups per office # _____

Clerical Area (s) # _____ Approx. Size _____

110V Electrical outlets per office # _____

Telephone hookups per office # _____

Other Space:

_____ Approx. Size _____

_____ Approx. Size _____

_____ Approx. Size _____

_____ Approx. Size _____

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Additional Electrical Outlets:

_____ Volts _____ Location _____
_____ Volts _____ Location _____
_____ Volts _____ Location _____

Additional Telephone Hookups:

_____ Location _____
_____ Location _____
_____ Location _____

Bathrooms: Total # _____

_____ Men's Private # _____ Women's Private
_____ Men's Public # _____ Women's Public
_____ Handicapped Men's # _____ Handicapped Women's

Parking Spaces # _____

Other Requirements:

Measurements for net usable area and total rentable area are to be made as shown on Page 15 of the Mississippi State Agency Leasing Procedures Manual.

Buildings will not be considered as Handicapped Accessible unless they meet the minimum requirements as listed on Pages 19 – 21 of the Mississippi State Agency Leasing Procedures Manual.

NOTE: The proposal for rent is to be based on the property being finished and in the condition as required in the specifications. The Agency will not pay a lump sum to remodel or renovate.

HANDICAPPED ACCESSIBILITY GUIDELINES

On July 26, 1990, the Americans with Disabilities Act became a law. This law mandates that by December 1991, all activities of state and local governments must be accessible. It is recommended that all space leased by State Agencies require no less than the minimum standards listed below for existing buildings or comply fully with Section 35.150, Volume 56, No. 144 of the Federal Register, Rules and Regulations, issued by the Department of Justice, 7/26/91.

1. Wheelchair access to at least one primary entrance. Ramps must not exceed a three (3) inch rise in height for each two (2) ft. in length. It must have a minimum width of thirty-six (36) inches.
2. At least one (1) parking space allotted to the handicapped visitor and it should be clearly marked. There should be one (1) handicapped space for every twenty-five (25) parking spaces in the lot.
3. Additionally, one (1) clearly marked parking space should be reserved for **each** handicapped employee of the agency.
4. Curb breaks or ramp from parking to building area access.
5. Minimum exterior door opening clearance of thirty-two (32) inches.
6. Minimum corridor width of forty-eight (48) inches.
7. Elevator controls at forty-eight (48) inches from the floor for multi-story buildings. The door must open a minimum of thirty-six (36) inches. Elevator dimensions may not be less than fifty-one (51) inches front to rear and sixty-eight (68) inches side to side. (In some cases, a minimum floor area of 48" x 48" will be acceptable.)
8. At least one restroom door measuring thirty-two (32) inches wide and opening outward. Handrails must be provided per the minimum standards. Toilet seats must be seventeen (17) inches to nineteen (19) inches above the floor. Lavatories must have a rim no higher than thirty-four (34) inches above the floor with knee space extending no less than seventeen (17) inches from front to back. Stalls are optional. If used, they must meet the minimum standards. Clear turning space must be provided per the minimum standards.
9. Water fountains should have front controls, either hand operated or hand and foot operated. The fountain should not exceed thirty-six (36) inches from floor to top of spout.

These are only a few requirements for handicap accessibility. Federal guidelines for handicapped accessibility are printed in the Federal Register, "Uniform Federal Accessibility Standards". Copies may be obtained by contacting:

or

Architectural and Transportation
Barriers Compliance Board
Washington, DC 20202

Office of Handicapped Services

When constructing or remodeling a building for use by a State Agency, refer to the requirements as established by the Americans with Disabilities Act, and Section 35.150, Volume 56, No. 144 of the Federal Register, Rules and Regulations, issued by the Department of Justice, 7/26/91.

Subpart D – Program Accessibility

§35.149 Discrimination prohibited.

Except as otherwise provided in §35.150, no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.

§35.150 Existing facilities.

(a) *General.* A public entity shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. This paragraph does not –

(1) Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities;

(2) Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or

(3) Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

(b) *Methods.* (1) *General.* A public entity may comply with the requirements of this section through such means as redesign of equipment, reassignment of services to accessible buildings, assignment of aides to beneficiaries, home visits, delivery of services at alternate accessible sites, alteration of existing facilities and

construction of new facilities, use of accessible rolling stock or other conveyances, or any other methods that result in making its services, programs, or activities readily accessible to and usable by individuals with disabilities. A public entity is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section. A public entity, in making alterations to existing buildings, shall meet the accessibility requirements of §35.151. In choosing among available methods for meeting the requirements of this section, a public entity shall give priority to those methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate.

(2) *Historic preservation programs.* In meeting the requirements of §35.150(a) in historic preservation programs, a public entity shall give priority to methods that provide physical access to individuals with disabilities. In cases where a physical alteration to an historic property is not required because of paragraph (a)(2) or (a)(3) of this section, alternative methods of achieving program accessibility include –

(i) Using audio-visual materials and devices to depict those portions of an historic property that cannot otherwise be made accessible;

(ii) Assigning persons to guide individuals with handicaps into or through portions of historic properties that cannot otherwise be made accessible; or

(iii) Adopting other innovative methods.

(c) *Time period for compliance.* Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of January 26, 1992, but in any event as expeditiously as possible.

(d) *Transition plan.* (1) In the event that structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop, within six months of January 26, 1992, a transition plan setting forth the steps necessary to complete such changes. A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of the transition plan by submitting comments. A copy of the transition plan shall be made available for public inspection.

(2) If a public entity has responsibility or authority over streets, roads, or walkways, its transition plan shall include a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs, giving

priority to walkways serving entities covered by the Act, including State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.

(3) The plan shall, at a minimum –

(i) Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;

(ii) Describe in detail the methods that will be used to make the facilities accessible;

(iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and

(iv) Indicate the official responsible for implementation of the plan.

(4) If a public entity has already complied with the transition plan requirement of a Federal agency regulation implementing section 504 of the Rehabilitation Act of 1973, then the requirements of this paragraph (d) shall apply only to those policies and practices that were not included in the previous transition plan.

§35.151 New construction and alterations.

(a) *Design and construction.* Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992.

(b) *Alteration.* Each facility or part of a facility altered by, on behalf of, or for the use of a public entity in a manner that affects or could affect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities, if the alteration was commenced after January 26, 1992.

(c) *Accessibility standards.* Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) (Appendix A to 41 CFR part 101-19.6) or with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR part 36 shall be deemed

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to comply with the requirements of this section with respect to those facilities, except that the

Departures from particular requirements of either standard by the use of other methods shall be permitted when it is clearly evident that equivalent access to the facility or part of the facility is thereby provided.

(d) *Alterations: Historic properties.* (1) Alterations to historic properties shall comply, to the maximum extent feasible, with 4.1.7 of UFAS or 4.1.7 of ADAAG.

(2) If it is not feasible to provide physical access to an historic property in a manner that will not threaten or destroy the historic significance of the building or facility, alternative methods of access shall be provided pursuant to the requirements of 35.150.

(e) *Curb ramps.* (1) Newly constructed or altered streets, roads, and highways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level pedestrian walkway.

(2) Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways.

elevator exemption contained at 4.1.3(5) and 4.1.6(1)(j) of ADAAG shall not apply.

Existing buildings leased by the public entity after the effective date of this part are not required by the regulation to meet accessibility standards simply by virtue of being leased. They are subject, however, to the program accessibility standard for existing facilities in §35.150. To the extent the buildings are newly constructed or altered, they must also meet the new construction and alteration requirements of §35.151.

The Department received many comments urging that the Department require that public entities lease only accessible buildings. Federal practice under section 504 has always treated newly leased buildings as subject to the existing facility program accessibility standard. Section 204(b) of the Act states that, in the area of “program accessibility, existing facilities,” the title II regulations must be consistent with section 504 regulations. Thus, the Department has adopted the section 504 principles for these types of leased buildings. Unlike the construction of new buildings where architectural barriers can be avoided at little or no cost, the application of new construction standards to an existing building being leased raises the same prospect of retrofitting buildings as the use of an existing Federal facility, and the same program accessibility standard should apply to both owned and leased existing

buildings. Similarly, requiring that public entities only lease accessible space would significantly restrict the options of State and local governments in seeking leased space, which would be particularly burdensome in rural or sparsely populated areas.

On the other hand, the more accessible the leased space is, the fewer structural modifications will be required in the future for particular employees whose disabilities may necessitate barrier removal as a reasonable accommodation. Pursuant to the requirements for leased buildings contained in the Minimum Guidelines and Requirements for Accessible Design published under the Architectural Barriers Act by the ATBCB, 36 CFR 1190.34, the Federal Government may not lease a building unless it contains (1) one accessible route from an accessible entrance to those areas in which the principal activities for which the building is leased are conducted, (2) accessible toilet facilities, and (3) accessible parking facilities, if a parking area is included within the lease (36 CFR 1190.34). Although these requirements are not applicable to buildings leased by public entities covered by this regulation, such entities are encouraged to look for the most accessible space available to lease and to attempt to find space complying at least with these minimum Federal requirements.

FLOODPLAIN MANAGEMENT

The Department of Finance and Administration is charged by law with purchasing flood insurance for State-owned buildings and/or contents. In order for us to carry out this task, we have included in our Statement of Facts **RPM-1** a space to include this information. (Floodplain Zone: _____ Floodplain Elevation: _____) There is a zone and elevation for every location. A copy of that part of the following tow map types showing the proposed site and community panel # and date:

- 1) Flood Insurance Rate Map (FIRM)
- 2) Flood Hazard Boundary Map (FHB)

Floodplain information should be obtainable from all city/county engineers and from the Mississippi Emergency Management Agency. Property insurance agencies may also have Floodplain Maps.

Flood Insurance for State Property will be required for buildings located in Zones A, B, or V.

If flood insurance is required, a copy of the policy is to be submitted along with a copy of the executed lease to the Division of Real Property Management.

PROTESTING A DECISION OF THE DIVISION OF REAL PROPERTY MANAGEMENT

In the event a member of any Agency or any person/company disagrees with a decision made by the Division of Real Property Management, Office of General Services concerning the approval/disapproval of a lease proposal, or the manner by which a lease proposal was submitted or excluded for consideration, the party in disagreement should:

1. Request in writing to the member of the concerned Agency, who is responsible for the management and supervision of leased space for that particular Agency, a meeting to discuss the matters of the lease.

If not satisfied with the proceeding of this meeting, you may:

2. Request in writing to the Executive Director or his/her representative of the concerned Agency a meeting to discuss the matters of the lease.

If not satisfied with the proceeding of this meeting, you may:

3. Request in writing to the Division of Real Property Management a meeting to discuss the matters of the lease. Copies of letters sent to the appropriate members of the Agency must accompany this request.

If not satisfied with the proceeding of this meeting, you may:

4. Request in writing to the Director of the Bureau of Building, Grounds and Real Property Management permission to appear at the next scheduled meeting of the Bureau of Building, Grounds and Real Property Management to discuss the matters of the lease.

The Executive Director of the Agency may submit a request for a meeting directly with the Director of the Bureau of Building, Grounds and Real Property Management should he/she disagree with a decision concerning a lease with his/her Agency.

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STATEMENT OF FACTS

RPM-1

_____ This is a renewal lease with no increase in cost.
 _____ This is a renewal lease with an increase in cost.
 _____ This is a new lease for space not presently occupied.

_____ This lease is for parking
 _____ This lease is for mini-storage.
 _____ This lease is for vacant land.

PREVIOUS LEASE NO.: _____
 LESSOR NO.: _____
 NEW LEASE NO.: (assigned by RPM) _____

AGENCY PREFERENCE: #1 #2 #3
 AGENCY NAME: _____
 AGENCY CONTACT: _____
 ADDRESS: _____
 TELEPHONE: _____ FAX: _____
 AGENCY CONTACT E-MAIL: _____

LESSOR NO.: _____
 LESSOR NAME: _____
 ADDRESS: _____
 CITY: _____

LEASE BEGINS: _____
LEASE EXPIRES: _____
TOTAL SQUARE FEET: (gross) _____ <small>(outside measurements – to be billed on)</small>
TYPE OF SPACE: (Net Usable)
Office Space Square Feet _____
Warehouse Space Square Feet _____
Storage Space Square Feet _____
Other _____ Space Square Feet _____ <small>(inside measurements – usable space – does not equal total above)</small>
ANNUAL COST PER SQUARE FOOT: _____
ANNUAL RENT: \$ _____
MONTHLY RENT: \$ _____
ARE UTILITIES INCLUDED? _____ Y _____ N
ARE JANITORIAL SERVICES INCLUDED? _____ Y _____ N
FOR OFFICE SPACE:
Number of Employees: _____
Square Foot Per Employee: _____
Cost Per Employee: \$ _____
FOR SERVICE AGENCY: Square Foot per Patron? _____
PARKING PROVIDED: _____ Y _____ N
PARKING AVAILABLE: _____ Y _____ N
BUILDING HANDICAP ACCESSIBLE? _____ Y _____ N
BUILDING WHEELCHAIR ACCESSIBLE? _____ Y _____ N
ESCALATION CLAUSE INCLUDED? _____ Y _____ N
Explain: _____
DEVIATION FROM STANDARD LEASE: _____ Y _____ N
Explain: _____

ADDRESS OF PROPERTY: _____
 CITY: _____
 PERCENT FEDERALLY FUNDED: _____
 PROPOSED USE OF SPACE: _____

 FLOODPLAIN ZONE: _____ Yes, in Zone _____; or _____ No
 Regardless, will Lessee insure contents against ALL hazards? _____ Y _____ N
 FLOODPLAIN ELEVATION: _____

DOES THIS BUILDING CONTAIN ASBESTOS: _____ Y _____ N
 IS ASBESTOS NON-FRIABLE? _____ Y; _____ NO = reason for rejection

DOES THIS BUILDING MEET MINIMUM HANDICAPPED ACCESSIBILITY REGULATIONS: _____ Y _____ N

ESTIMATED TOTAL UTILITY COST PER YEAR: \$ _____
 ESTIMATED TOTAL JANITORIAL COST PER YEAR: \$ _____

TOTAL NUMBER OF EMPLOYEES AT THIS LOCATION: _____

NUMBER OF PARTICIPANTS/CLIENTS SERVED BY THIS SPACE? _____

NUMBER OF PARKING SPACES: _____
 PARKING COST PER YEAR: \$ _____

DOES YOUR BUDGET INCLUDE ENOUGH FUNDS FOR THIS LEASE? _____ Y _____ N

EXPENSES SUBJECT TO ESCALATIONS:
 Taxes _____ Insurance Prem. _____ Utilities _____ Janitorial _____

NO. OF VISITORS OTHER THAN STATE EMPLOYEES EXPECTED?
 Daily? _____ Weekly? _____

Other Pertinent Information: _____

If this lease provides more than the allowable space as determined by **RPM-3**, attach a narrative explaining the reasons for submitting this lease as a preference.
 If this lease is a new location, attach documented move cost for office fixtures and telecommunication equipment, and all other cost to the Agency required to occupy new space.
 Is this space owned all or in part by any official or employee of the State of Mississippi? _____ Y _____ N
 If yes, will this be in violation of Section 25-4-103 and 25-4-105 of the *Mississippi Code*? _____
 Has this space been measured according to the RPM Guidelines by a member of your Agency and found to be correct? _____ Y _____ N
 DATE: _____ SIGNATURE OF AGENCY HEAD: _____

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

CONDITIONS FOR SUBMITTAL OF LEASE PROPOSAL _____ **RPM-2**

This section filled in by Agency representative requesting proposal.

DEADLINE FOR SUBMITTING PROPOSAL: TIME _____ pm DAY _____ DATE _____

ADDRESS TO RECEIVE PROPOSAL: _____

AGENCY REQUESTING PROPOSAL: _____

AGENCY CONTACT FOR PROPOSAL: _____

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

As the owner/agent of the property offered for lease by this proposal, I understand that acceptance of my proposal is not contingent solely on the 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 of 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 necessary to qualify as **SUITABLE** space. I understand that the Agency has possession of the Mississippi State Agency Leasing Procedure Manual that 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 sixty (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 sixty (60) day period the Agency may consider my proposal as unacceptable.

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

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

Signature Owner/Agent

Date Submitted

This section filled in by Agency representative:

The building described in this proposal was inspected by _____ (Name)
for the Agency accompanied by _____ (Name)
for the owner on _____ (Date). As a result of this inspection, I have found the information submitted by this
proposal to be _____ correct or _____ in error as described by the attachment.

Signed (Agency Representative)

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

PROPOSAL FOR LEASE

RPM-2

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

NAME OF PROPERTY OWNER: _____
ADDRESS: _____
NAME OF PROPERTY AGENT: _____
ADDRESS: _____
SUBMITTED TO: (State Agency/Department) _____
DIVISION: _____
TYPE OF SPACE: _____ OFFICE _____ STORAGE/WAREHOUSE _____ OTHER _____
SPACE IS: _____ EXISTING _____ UNDER CONSTRUCTION _____ TO BE CONSTRUCTED _____
DATE OF COMPLETION: _____
ADDRESS OF SPACE OFFERED: _____

DESCRIPTION OF BUILDING: GROSS SQUARE FEET _____ AGE _____ TYPE OF CONSTRUCTION _____
ORIGINAL USE _____ PRESENT USE _____
LAST DATE REMODELED _____ (attach description)
LAST DATE REPAIRED _____ (attach description of repairs)
ROOF TYPE _____ LAST DATE SERVICED _____
A/C TYPE _____ AGE _____ LAST DATE SERVICED _____
HEAT TYPE _____ AGE _____ LAST DATE SERVICED _____
CEILING HEIGHT _____ TYPE _____
INTERIOR WALLS: DRY WALL _____ PLASTER _____ PANEL _____ OTHER _____
LAST DATE PAINTED OR PAPERED _____
FLOOR COVERING: CARPET _____ TILE _____ OTHER _____
LAST DATE INSTALLED _____
ELECTRICAL OUTLETS: # PER ROOM _____ (average)
LIGHTING: TYPE _____
NUMBER OF BATHROOMS: PUBLIC _____ RESERVED _____ AGE OF FIXTURES: _____

ACCESSIBLE TO HANDICAPPED: YES _____ NO _____
IF NO: I WILL MAKE THE NECESSARY IMPROVEMENTS TO THE SPACE AS REQUIRED BY THE AGENCY TO MEET THE MINIMUM REQUIREMENTS AS DESCRIBED BY THE AMERICANS WITH DISABILITIES ACT 1990.
_____ YES _____ NO

DOES THIS BUILDING CONTAIN ASBESTOS? YES _____ NO _____ IS THE ASBESTOS NON-FRIABLE? YES _____ No _____
IF YES, DESCRIBE BY LOCATION: _____

TOTAL RENTABLE SQUARE FEET: _____ (Offered for lease)

1ST FLOOR _____ SQ. FT. OTHER _____ SQ. FT.

NET USABLE SQ. FT.: OFFICE _____
(Measured per RPM STORAGE _____
Policy, Page 15 in the WAREHOUSE _____
Mississippi State Agency OTHER _____
Leasing Procedure Manual) COMMON AREA _____ (Halls, public restrooms, elec./jan. closet, elevator, stairwell, etc.)
TOTAL NET USABLE SQ. FT.: _____ (Do not include common areas or area not reserved exclusively for agency's business)

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

CONTRACT RENT: _____ LEVEL _____ ESCALATES # OF YEARS OFFERED _____

(Attach Rent Schedule as Below for each Year if Escalating)

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

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

ANNUAL RENT – TOTAL AREA \$ _____ YR

ANNUAL RENT – NET USABLE AREA: \$ _____ YR

(Measured per RPM policy)

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

ALLOWANCE IF INCLUDED IN RENT: \$ _____ YR

ESTIMATED IF NOT INCLUDED: \$ _____ YR

(Previous yr's cost is acceptable)

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

ALLOWANCE IF INCLUDED IN RENT: \$ _____ YR

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

OTHER COST NOT INCLUDED IN RENT: _____
MAINTENANCE: LEASED AREA _____ COMMON AREA _____ BOTH _____

(Fill in if Expenses are Included in Rent)

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

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

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

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

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

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

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

REMODEL TO LESSEE'S SPECIFICATIONS: _____ YES _____ NO

TIME TO COMPLETE REMODELING: _____

COST FOR HANDICAPPED ACCESSIBILITY: _____

TOTAL COST TO REMODEL: _____ (Attach Specifications)

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

COST INCLUDED IN RENT: _____ YES _____ NO

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

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

I WILL PROVIDE FLOOD INSURANCE FOR THE AGENCY AS REQUIRED BY THE STATE'S FLOODPLAIN POLICY:
_____ YES _____ NO

PARKING PROVIDED FOR AGENCY: _____ YES _____ NO

NUMBER OF SPACES RESERVED FOR AGENCY: _____

PARKING ON SITE: _____ OR PROXIMITY TO SITE _____

PARKING OWNED BY: _____ LESSOR _____ OTHER

COST IN RENT: _____ YES _____ NO

COST IN ADDITION TO RENT: \$ _____ /YEAR = \$ _____ PER SPACE

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

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

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

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

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

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

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

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

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

Signature Owner/Agent

Date

Address

Phone Number

Other pertinent information about your property may be attached to this Proposal.

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

Attach a sketch of the floor plan with dimensions as measured by RPM Policy (Page 15 of the Mississippi State agency Leasing Procedure Manual.)

CONDITIONS OF LEASE PROPOSAL FOR NEW CONSTRUCTION

Instructions

In the event an Agency is offered a proposal for rental space in non-State property which involves (1) the construction of a building; (2) completing a building under construction; (3) major renovation of an existing building, or; (4) extensive remodeling of an existing building, Form **RPM-2A** (Conditions of Lease Proposal for New Construction) must be presented to the person offering the proposal to the Agency, and it must be signed and included with Form **RPM-2** to be considered by the Division of Real Property Management.

“Major Renovation” and “Extensive Remodeling” will apply when the cost to renovate or remodel an existing building exceeds \$4.00 per sq. ft. of the area to be leased.

CONDITIONS OF LEASE PROPOSAL FOR NEW CONSTRUCTION

RPM-2A

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

I understand that no Agency of the State, or employee of the State, without 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 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 construction/remodeling/renovations of the building.

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

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

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

Builder/Contractor/Owner

Date

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

FORM TO CALCULATE TOTAL ANNUAL COST OF RENT

		Proposal # <u> </u>	Proposal # <u> </u>	Proposal # <u> </u>
A) (1) Annual Base Rent (# sq. ft Leased x Cost per sq. ft.)	=	\$ _____	\$ _____	\$ _____
(2) Annual Cost for Utilities (\$0 if included in Base Rent – Estimated or actual cost from previous 12 months)	=	\$ _____	\$ _____	\$ _____
(3) Annual Cost for Janitorial (\$0 if included in Base Rent – Estimated or actual cost from previous 12 months)	=	\$ _____	\$ _____	\$ _____
(4) Annual Cost for Moving (Total cost to move divided by number of years to be leased – Estimated or actual cost from previous 12 months)	=	\$ _____	\$ _____	\$ _____
(5) Annual Cost for Telephone (Total cost of telephones plus installation, divided by number of years to be leased – Estimated or actual cost from previous 12 months)	=	\$ _____	\$ _____	\$ _____
(6) Annual Cost for Parking (\$0 if included in Base Rent)	=	\$ _____	\$ _____	\$ _____
* (7) Other Cost to be Paid by Agency Required to Occupy Rent Space (Total cost divided by number of years to be leased)	=	\$ _____	\$ _____	\$ _____
TOTAL ANNUAL COST:	=	\$ _____	\$ _____	\$ _____
Effective Cost Per Square Foot:	=	\$ _____	\$ _____	\$ _____

*List other costs: (Include remodeling, taxes, insurance premiums, security cost, cost for special equipment, etc., not included in Base Rent):

1. _____	\$ _____	4. _____	\$ _____
2. _____	\$ _____	5. _____	\$ _____
3. _____	\$ _____	6. _____	\$ _____
Total Other Cost: \$ _____ (Divide by # years and enter at #7)			

B) For Lease Proposals with Rent Escalation:

(Use total escalations for expenses and/or Base Rent increases as shown on Proposal Form **RPM 2**)

- (1) Determine total annual cost for each year of lease per (A)
- (2) Add total annual costs for each year of lease.
- (3) Divide total cost for all years leased by number of years leased.
- (4) Average total annual cost \$ _____

(Add additional pages as needed for other proposals)

SPACE EVALUATION FORM

RPM-3

The Division of Real Property Management does not dictate to the Agency the size of each room. The purpose of the square feet assigned each category on this form is to determine the maximum allowable square feet an Agency may lease. EMPLOYEES ARE CLASSIFIED INTO THE FOLLOWING CATEGORIES:

Employee	Number	Allotment	Requirement
Executive / Division Director (DR)	_____	X 225 s.f.	= _____
Top Management (TM)	_____	X 175 s.f.	= _____
Middle Management (MM)	_____	X 125 s.f.	= _____
Professional Technical, Other (Except Clerical)	_____	X 100 s.f.	= _____
Work Stations (WS) 1 per person with justification	_____	X 50 s.f.	= _____
Clerical and/or Support (CS)	_____	X 80 s.f.	= _____
Work Station (WS) ½ per person with justification	_____	X 25 s.f.	= _____
Add 20% for Bathroom and Hallway	Sub Total = _____		
ADDITIONAL AREA NEEDS *All area listed below requires a narrative explaining the necessity for this space	Sub Total _____ x 1.2 (20%) =		
	Average Sq. Ft. per person _____		
Waiting Room (s) Based on average occupancy for a typical 1 hour period of the day	_____	X 15 s.f.	= _____
Conference Room (s) Based on average occupancy	_____	X 25 s.f.	= _____
Supply/Storage Room Office Machine(s) File Cabinets	ACTUAL FLOOR SPACE REQUIRED _____ (Allow for traffic)		_____
Other Space	Describe by narrative. Explain Method used to determine area.		_____

Sub Total = _____

NET USABLE AREA REQUIRED _____

MAXIMUM ALLOWABLE SPACE (NET + 15%) = _____ SQ. FT.

MARKET RENT SURVEY

RPM 4

INSTRUCTIONS

A Market Rent Survey **RPM-4** is to be included with each request for a lease submitted to the Division of Real Property Management. It must be conducted by an employee of the Agency requesting the lease. The purpose of this survey is to indicate the market rent for the particular town or area where the agency wishes to locate. This survey can include both occupied space as well as vacant space. The space surveyed should be comparable in size and in use to the space the agency intends to lease.

This survey must include the following information:

7. Address of the property surveyed;
8. Owner or agent of the property interviewed by the agency;
9. Representative of the agency requesting the information;
10. The rent asked or being paid for the space;
11. Amount of space available or leased;
12. Items included in the rent, such as utilities, janitorial services, parking, etc.

The properties included in this survey should be representative of the space available for rent in the area the agency wants to locate. All proposals that do not contain this survey shall be returned. This survey is required for both new space and space presently occupied.

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STATE AGENCY LEASING IN NON-STATE OWNED SPACE**

MARKET RENT SURVEY

RPM 4

The Division of Real Property Management has not set a minimum number of comparable rentals to be used. The number of reliable comparables will vary from town to town and will usually be reflective of the population of that town. The Division of Real Property Management recommends at least three (3) comparables be submitted; however, the Division of Real Property Management may, in their discretion, require more than three comparables, but will not require more than six (6). These comparables can be either available space or leased space.

LOCATION _____ DATE _____ PREPARED BY _____

* Enter your #1 choice on your request plus, at least, three (3) comparables.

<p>Property Address: _____ _____</p> <p>Rent/Yr. \$ _____ = \$ _____ Square Feet Rent: As Is _____ Remodeled _____</p> <p>Rent Includes: All Utilities _____ Janitorial _____ Parking _____</p> <p>Leased: _____ Available: _____</p> <p>Building Square Feet: _____ Lot Square Feet: _____</p> <p>Present use: _____ Information from: _____ Phone #: (____) _____</p>	<p>Property Address: _____ _____</p> <p>Rent/Yr. \$ _____ = \$ _____ Square Feet Rent: As Is _____ Remodeled _____</p> <p>Rent Includes: All Utilities _____ Janitorial _____ Parking _____</p> <p>Leased: _____ Available: _____</p> <p>Building Square Feet: _____ Lot Square Feet: _____</p> <p>Present use: _____ Information from: _____ Phone #: (____) _____</p>
<p>Property Address: _____ _____</p> <p>Rent/Yr. \$ _____ = \$ _____ Square Feet Rent: As Is _____ Remodeled _____</p> <p>Rent Includes: All Utilities _____ Janitorial _____ Parking _____</p> <p>Leased: _____ Available: _____</p> <p>Building Square Feet: _____ Lot Square Feet: _____</p> <p>Present use: _____ Information from: _____ Phone #: (____) _____</p>	<p>Property Address: _____ _____</p> <p>Rent/Yr. \$ _____ = \$ _____ Square Feet Rent: As Is _____ Remodeled _____</p> <p>Rent Includes: All Utilities _____ Janitorial _____ Parking _____</p> <p>Leased: _____ Available: _____</p> <p>Building Square Feet: _____ Lot Square Feet: _____</p> <p>Present use: _____ Information from: _____ Phone #: (____) _____</p>
<p>Property Address: _____ _____</p> <p>Rent/Yr. \$ _____ = \$ _____ Square Feet Rent: As Is _____ Remodeled _____</p> <p>Rent Includes: All Utilities _____ Janitorial _____ Parking _____</p> <p>Leased: _____ Available: _____</p> <p>Building Square Feet: _____ Lot Square Feet: _____</p> <p>Present use: _____ Information from: _____ Phone #: (____) _____</p>	<p>Property Address: _____ _____</p> <p>Rent/Yr. \$ _____ = \$ _____ Square Feet Rent: As Is _____ Remodeled _____</p> <p>Rent Includes: All Utilities _____ Janitorial _____ Parking _____</p> <p>Leased: _____ Available: _____</p> <p>Building Square Feet: _____ Lot Square Feet: _____</p> <p>Present use: _____ Information from: _____ Phone #: (____) _____</p>

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

RPM-5

New Lease No. _____

PPRB Date _____

LEASE AGREEMENT

State of Mississippi Standard Form

This Lease Agreement entered into on this the _____ day of _____, 20____, which is on or after the date the Public Procurement Review Board approved this Lease by and between _____, whose address is _____, (hereinafter referred to as "Lessor"), and the _____, whose address is _____, (hereinafter referred to as "Lessee"). The terms "Lessor" and "Lessee" shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties.

WITNESSETH

FOR AND IN CONSIDERATION of the rental, covenants and conditions hereinafter stipulated to be paid and performed by Lessee, Lessor does hereby demise and let unto Lessee and Lessee does hereby accept and let from Lessor, the following described property situated in the City of _____, County of _____, State of Mississippi, described as follows, to-wit:

SECTION 1. The primary term of this Lease (defined for the purpose of this Lease as that period of time for which rent is to be paid) shall be for _____, commencing on _____, and ending at 12:00 midnight on _____. The Lessor agrees that should the above described space not be prepared for occupancy per the specifications agreed between Lessor and Lessee by the first day of the primary term of this Lease, the rent will be prorated accordingly or the Lease may be voided at the option of the Lessee.

SECTION 2. The Lessee agrees to pay _____ Dollars (\$ _____) per _____ to the Lessor for the demised premises, pursuant to the following schedule:

SECTION 3. The Lessee shall have, hold and use the demised premises for the purposes of conducting the business activities of _____.

SECTION 4. The Lessee will, at all times, attempt to act in a prudent manner to conserve the amount of utilities consumed. The Lessor shall furnish and pay for, as and when due, all utilities consumed or used incidently to the demised premises, such as electricity, gas, water, sewer and all other public utilities of every nature, kind and description, or, only those utilities listed on the following lines:

SECTION 5. The Lessee will, at all times, take good and ordinary care and precaution for the preservation of the demised premises. The Lessor shall furnish the following janitorial services:

SECTION 6. The Lessor shall pay, during the term of this Lease and any extended term hereof, all state, county and city ad valorem taxes and special assessments assessed against the property herein demised excluding any such taxes as may be assessed against Lessee's fixtures and equipment used in said demised premises.

SECTION 7. In the event that escalations for Lessor's expenses are to be incorporated as a provision of this Lease, only those escalations listed, and under terms as described by the attachment of a "State of Mississippi Standard Escalation Agreement," will be acceptable.

SECTION 8. Any notice required to be given by either party to the other party under the terms of this Lease shall be served upon such party by United States Certified Mail, as follows:

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STATE AGENCY LEASING IN NON-STATE OWNED SPACE**

To Lessor:

To Lessee:

SECTION 9. It is expressly understood and agreed that the Lessee's assumption of occupancy and the payment of rent is conditional on the receipt of Federal and/or State funds, and in the event of a discontinuance or decrease in Federal and/or State funds, and in the event of a discontinuance or decrease in Federal and/or State funds for any cause necessitating a reduction in the Lessee's staff or need for space, the Lessee's obligation for the payment of rent shall be diminished in proportion to the reduction in space without penalty or interest or the Lease may be terminated. The Lessee shall notify the Lessor at least thirty (30) days in advance of any reduction in space or termination of the Lease necessitated by the discontinuance or decrease in Federal and/or State funds.

SECTION 10. It is distinctly understood and agreed by and between the parties hereto that in the event space becomes available to the Lessee herein in any State-owned building, this Lease shall be terminated within thirty (30) days from and after the date of written notice of termination of said Lease by the Lessee to the Lessor and the terms contained herein shall become null and void without further consideration by Lessee.

SECTION 11. The Lessee shall not, without the previous consent in writing of the Lessor, assign this Lease or sublet the whole or any part of the demised premises or any part thereof to be used or occupied by others, which consent by Lessor shall not be unreasonably withheld. In the event Lessor consents to any such assignment or subletting, Lessee shall remain and continue primarily liable for the performance of the covenants and obligations on his part to be performed under this Lease during the primary or any extended term hereof.

SECTION 12. The Lessor agrees to keep the building improvements erected on the demised premises insured against loss or damage by fire and all standard extended coverage perils for the full, fair insurable value thereof in a solvent and responsible company or companies authorized to do business in the State of Mississippi. The Lessor agrees to hold Lessee harmless and indemnified against any liability for injury or death to any person or damage to property in or upon the leased premises not caused directly by an act or omission of the Lessee or employee, agent, or patron of the Lessee.

SECTION 13. At the expiration of the tenancy hereby created and any extended term thereof, Lessee shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted. Lessee's obligation to observe or perform this covenant shall extend past the expiration or other termination of this Lease for not more than thirty (30) days. Any claims of Lessor against Lessee under this section must be delivered in writing to the Lessee as specified in Section 8 no later than thirty (30) days after the expiration or termination of this Lease.

SECTION 14. The Lessor covenants to keep and maintain, at Lessor's expense, said demised premises and facilities in a state of tenable repair during the term of the Lease. Lessor shall not be called upon to make any such repairs occasioned by the acts of negligence of the Lessee, its agents, patrons, or employees, except where covered under Lessor's fire and extended coverage insurance. Lessor shall supply at Lessor's expense all filters, freon, and parts for the heating and cooling equipment and all bulbs, lamps, tubes and starters needed for light fixtures. All repairs at Lessor's expense shall include, but not be limited to (1) keeping the heating and cooling equipment operational so that temperatures remain between 68 and 78 degrees Fahrenheit; (2) maintaining elevators so as to operate safely; (3) maintaining all doors, locks and windows to operate properly; (4) maintaining all electrical equipment and plumbing pipes and fixtures to operate properly; (5) maintaining all fire and safety equipment as required by local code; (6) maintaining roof and exterior of building to prevent leaking water.

Should, at any time during the term of this Lease, hazardous material, chemical, or odor be discovered in the leased building in amounts determined by the Mississippi Department of Environmental Quality to be unacceptable, the Lessor will have sixty (60) days from the date of written notice by the Lessee to satisfactorily dispose of the hazardous material, chemical, or odor or the Lessee may terminate the Lease after sixty (60) days with no penalty to the Lessee.

SECTION 15. Should the demised building be totally or substantially destroyed by fire, the elements or otherwise, so as to render the demised building untenable, either party shall have the option to cancel the remaining portion of this Lease or of any extended term or period hereof. Lessee shall have no obligation to pay rent of any nature so long as the demised building is untenable. Lessor may offer comparable space under the same terms and conditions as this Lease, subject to Lessee's approval.

SECTION 16. Failure on the part of the Lessee to pay any installment of rent when the same comes due and payable, or failure of either Lessee or Lessor promptly and faithfully to keep and perform each and every covenant agreed and stipulated herein on the part of the Lessee or Lessor to be kept and performed, shall at the option of the Lessor or Lessee cause a forfeiture of this Lease.

Nothing contained in the foregoing paragraph shall be construed to waive either party's right to cancel this Lease in the event of any forfeiture or breach on the part of the other party hereto, all of which rights or cancellation are herein specifically reserved.

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

Prior to a declaration of forfeiture for default in payment of rent or additional rent, Lessor shall give to Lessee a Notice in writing thirty (30) days prior thereto in the manner provided for by Section 8 hereof, during which time Lessee may purge itself of the grounds of forfeiture by paying such rent. As to default by Lessee in performing covenants other than for payment of rent prior to a declaration of forfeiture, Lessor shall give to Lessee a notice in writing thirty (30) days prior thereto in the manner provided for by Section 8 during which time Lessee may purge itself of the grounds of forfeiture by curing the stated grounds of forfeiture within such thirty (30) days or within such longer term as may be reasonably necessary to cure such defect.

SECTION 17. Lessor covenants that the Lessee, on paying the rent herein determined, and performing the covenants and agreements hereof, shall peaceably have, hold and enjoy the demised premises and all rights, easements and privileges belonging or otherwise pertaining thereto, during the full term of this Lease, and any extension thereof.

SECTION 18. Lessor will provide paved parking area sufficient for the operation of said agencies on the leased premises, without additional cost to Lessee. Lessor will maintain such parking lot throughout the term of this Lease and any extension thereof in a serviceable condition. Lessor will reserve _____ spaces exclusively for the Lessee.

Lessor agrees to keep all parking areas provided to Lessee clean and free of trash and debris.

SECTION 19. Lessor hereby grants to Lessee the right and option to extend this Lease for a further term of up to three (3) months commencing at the expiration of the original term; provided, however, that written notice of the exercise of such option shall be given by Lessee to Lessor at least thirty (30) days before the expiration of the term of this Lease. Such extension shall be at the same annual rental rate as that provided herein for the last year of the original term and the actual rental amount shall be prorated according to the length of the additional term. All other terms and conditions set out herein shall be in effect during the term of the extension.

SECTION 20. Any request for amendments or modifications to this Lease by the Lessor or Lessee must be listed below in this section or on an addendum to this Lease as noted by listing such addendum in this section. Approval of any amendments or modifications of this Lease will become valid and made a part of this Lease only when approved by the Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board, as evidenced by the signature of its Administrator.

Approved _____ Disapproved _____ Date: _____

Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management

By: _____ Title: RPM Director

SECTION 21. This Lease will not become valid and binding until approved in writing by the Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board. No amendment to or modification of this Lease shall become valid and binding until approved in writing by the Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board.

SECTION 22. Lessor covenants that the demised premises included in this Lease are in compliance with the Americans with Disabilities Act, 1990, Federal and State laws, and local ordinances. At the sole discretion of the Lessee, failure to comply may result in the termination of this Lease by Lessee.

The Lessor warrants that the buildings covered by this Lease comply with all state and local building codes and all zoning ordinances and subdivision covenants.

SECTION 23. The Lessor or Lessors herein warrant that this Lease will be in compliance with Section 25-4-103 and 25-4-105 of the Mississippi Code of 1972, as amended. Should it be determined during the term of this Lease that the Lessor or Lessors are not in compliance with said statutes, the Lessee may terminate this Lease with a written thirty (30) days notice to Lessor with no penalty to the Lessee.

SECTION 24. The Lessee and Lessor may terminate this Lease, upon mutual agreement. The Lessee and Lessor shall agree in writing as to the said termination, specifying the part of the Lease terminated and when the termination becomes effective, with notification to the Bureau of Building, Grounds and Real Property Management. This Section does not affect the Sections herein that pertain to default and/or failure to comply with Lease provisions and pertains only to cancellation and/or termination of Lease, upon mutual agreement of the parties.

SECTION 25. "Contractor" in this Section shall mean Professional, Vendor, Architect, Engineer, Lessor, etc.

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~~The State agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the Mississippi Code of 1972, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice.~~

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance, and upon request of the State and approval of the Social Security Administration or Department of Homeland Security, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit."

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

LESSOR (Individual or Corporation)

By: _____

LESSEE

By: _____

"This Lease was approved on _____ by the Public Procurement Review Board, and regardless of any other date shown within, this Lease is not effective before _____, as stated in Section 1 and pursuant to Section 21 of this Lease.

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

(Lessee's acknowledgment)

STATE OF MISSISSIPPI
COUNTY OF

On this the _____ day of _____, _____, before me, the undersigned Notary, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, for and on behalf of the State of Mississippi, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

(SEAL)

My Commission Expires

(Lessor's acknowledgment for an individual)

STATE OF
COUNTY OF

On this the _____ day of _____, _____, before me, the undersigned Notary, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

(SEAL)

My Commission Expires

(Lessor's acknowledgment for a corporation)

STATE OF 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

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

7/27/09 tw

(Page 5 of 5 **RPM-5**)

STATE OF MISSISSIPPI STANDARD ESCALATION AGREEMENT

RPM 5A

Amendment to State of Mississippi Standard Lease Form **RPM-5** dated _____ between
_____, Lessor, and _____, Lessee.

Only those Conditions #1 – 4 below initialed by Lessor and Lessee are applicable to this Lease. Condition #5 may not be excluded from this amendment. All increases in expense charged by Lessor to Lessee will be charged as additional rent. “Additional Rent” shall mean the amount of the Lessee’s proportionate share of the following expenses for a particular year. Any escalation charged in a partial year of the lease will be prorated to the Lessee’s total days of occupancy.

Initial:

Lessor Lessee

_____ _____ Condition 1: Lessor shall pay all utility service charges assessed against the demised premises during the term of this Lease as set out in Section 4 of this Lease. Lessee agrees to pay any increase in utilities over the total utilities assessed during the first twelve (12) months of the primary term of the lease subject to the limitation in Condition 5 of this agreement, said sum to be charged to Lessee as additional rent. Prior to payment of such additional sums, Lessor shall provide Lessee and the Division of Real Property Management with copies of all utility service charge statements, and all supporting calculations, as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, and approval from the Division of Real Property Management, Lessee shall pay to Lessor such additional sums within sixty (60) days.

_____ _____ Condition 2: Lessor shall pay all janitorial service charges assessed against the demised premises during the term of this Lease as set out in Section 5 of this Lease. Lessee agrees to pay any increase in janitorial service over the total janitorial service assessed during the first twelve (12) months of the primary term of the lease subject to the limitation in Condition 5 of this agreement, said sum to be charged to Lessee as additional rent. Prior to payment of such additional sums, Lessor shall provide Lessee and the Division of Real Property Management with copies of all janitorial service charge statements, and all supporting calculations, as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, and approval from the Division of Real Property Management, Lessee shall pay to Lessor such additional sums within sixty (60) days.

_____ _____ Condition 3: Lessor shall pay all taxes assessed against the demised premises during the term of this Lease as set out in Section 6 of this Lease. Lessee agrees to pay any increase in taxes over the total taxes assessed during the first twelve (12) months of the primary term of the lease subject to the limitation in Condition 5 of this agreement, said sum to be charged to Lessee as additional rent. Prior to payment of such additional sums, Lessor shall provide Lessee and the Division of Real Property Management with copies of all tax statements, and all supporting calculations, as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, and approval from the Division of Real Property Management, Lessee shall pay to Lessor such additional sums within sixty (60) days.

_____ _____ Condition 4: Lessor shall pay all property insurance premiums assessed against the demised premises during the term of this Lease. Lessee agrees to pay any increase in property insurance premiums over the total property insurance premiums during the first twelve (12) months of the primary term of the lease subject to the limitation in Condition 5 of this agreement, said sum to be charged to Lessee as additional rent. Prior to payment of such additional sums, Lessor shall provide Lessee and the Division of Real Property Management with copies of all statements, and all supporting calculations, as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, and approval from the Division of Real Property Management, Lessee shall pay to Lessor such additional sums within sixty (60) days.

_____ _____ Condition 5: Lessor agrees that the total additional rent due by the Lessee as payment for any increase as provided by Sections 1 – 4 of this amendment, shall not exceed 10% of the total cost of the expenses included in this lease incurred during the first twelve (12) months of this lease.

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STATE AGENCY LEASING IN NON-STATE OWNED SPACE**

(Page 1 of 1 **RPM-5A**)

**LEASE EXTENSION AGREEMENT
(renewal of current lease with no increase)**

STATE OF MISSISSIPPI STANDARD FORM

The effective date of this Lease Extension Agreement is the ____ day of Put new date, 20 __, which is the date (or after) that the Public Procurement Review Board approved this Agreement to begin, by and between put landlord's name, whose address is _____ (hereinafter referred to as "Lessor"), and put agency name, 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

That on the ____ day of put original start date, 20 __, the Lessor and Lessee herein entered into a Lease Agreement to lease space located at _____ (Street) _____ (Suite/Room#), _____ (City), Mississippi, said Lease having first been approved by the Public Procurement Review Board at their meeting on put original PPRB approval date, and which Lease is scheduled to expire by its terms on current expiration date. The Lessor and Lessee herein agree to extend the expiration of said Lease until new expiration date, for the same rental, covenants and conditions as contained in the primary term of the original lease.

By approval of this Lease Extension Agreement, this Agreement becomes part of an attachment to the original Lease Agreement between Lessor and Lessee named herein, effective on the date first stated above, having been approved for extension by the Public Procurement Review Board at their meeting on put current PPRB approval date, and further identified as RPM Lease # _____.

LESSOR

LESSEE

EXPENSE ESCALATIONS

Should a Lessor request an escalation agreement as part of the terms of the lease, only those expenses for utilities, janitorial services, ad valorem taxes, and property insurance premiums may be considered. The Lessor/Lessee may agree on one or all these expenses to be included.

Should the agency agree to any escalation terms, the State of Mississippi Standard Escalation Agreement Form must be used. The expenses subject to escalation are to be identified on this form by the initials of both the Lessor and Lessee next to the appropriate "Condition".

Condition #5 of the escalation agreement must be included or no escalations will be approved. The Division of Real Property Management, General Services, and/or PPRB may disapprove any escalation agreement requested at their discretion.

When considering whether or not to include an escalation agreement in the lease, the agency is to consider the possibility of the escalation carrying the "total rent" due over the cap fore rent as set forth by the Division of Real Property Management. If the escalation causes the total rent paid to exceed the per sq. ft. cap, it is possible the lease would be rejected if a renewal is requested by an agency.

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STATE AGENCY LEASING IN NON-STATE OWNED SPACE**

New Lease No. _____
PPRB Date _____

**VACANT LAND/PARKING LEASE
STATE OF MISSISSIPPI STANDARD FORM**

RPM-7

This Lease made and executed on this the _____ day of _____, 20____, which is the [current] date (or after) that the Public Procurement Review Board approved this Agreement to be Executed/renewed/extended, by and between _____, _____ County, Mississippi, as Landlord/Lessor, and the _____, as Lessee [state agency], witnesseth, as follows, to-wit:

In consideration of the rent to be paid by Lessee, and in further consideration of the obligations herein assumed by Lessee, Lessor hereby leases and lets unto Lessee for the term hereinafter specified, and Lessee hereby rents from Lessor, certain property located in _____, Mississippi, _____ County, described as follows, to-wit:

Lessee shall have, hold, and use the demised premises for the purposes of _____.

This Lease shall be for a term of _____ beginning 20____, and extending for _____ thereafter or until midnight on _____, 20____.

As rent, Lessee agrees to pay Lessor on the first day of the term of this Lease, or on _____, 20____, and on the _____ day of each succeeding month during the term of this Lease, the sum of _____ (\$_____).

It is expressly understood and agreed that the Lessee's assumption of occupancy and the payment of rental is conditional upon the receipt of Federal and State Funds, and in the event of a discontinuance or decrease in Federal and/or State funds for any cause necessitating a reduction in the Lessee's staff or need for this Lease, the Lessee's obligation for the payment of rental shall be diminished in proportion to the reduction in space, or the Lessee may elect to terminate the Lease without penalty or interest.

As a condition precedent to the reduction of rental paid by Lessee herein, the Lessee shall notify the Lessor at least thirty (30) days in advance of any reduction in space necessitated by the discontinuance or decrease in Federal and/or State funds.

It is distinctly understood and agreed by and between the parties hereto that in the event similar property becomes available to the Lessee herein at any state-owned property, this Lease shall be terminated within thirty (30) days from and after the date of written notice of termination of said Lease by the Lessee to the Lessor.

During the term of this Lease, the Lessee shall have, and hereby is granted, the full and unrestricted right to use the leased property for _____. At the end of the term of this Lease, Lessee agrees to surrender the leased property peaceably to the Lessor.

Lessor will maintain such property throughout the term of this Lease and any extension thereof in serviceable condition. Lessor agrees to keep all parking areas provided (if any are included in this Lease) to Lessee clean and free of trash and debris.

Should Lessee fail to pay as and when due the rent herein prescribed, or should Lessee otherwise fail to comply fully and timely with each and every provision herein contained, Lessor, at their option, may give Lessee written notice specifying any such default and stating that this Lease will terminate thirty (30) days thereafter unless, within such time, the default be remedied. Insofar as such fault consists of a failure to pay rent, if the default shall not have been remedied within said thirty (30) day period, Lessor, at their own option, may terminate this Lease in its entirety at the end of said thirty (30) day period. Insofar as any such default may involve something other than a failure to pay money, if the default shall not have been remedied within said thirty (30) day period or a good faith attempt to remedy same commenced within said thirty (30) day period and thereafter prosecuted to completion without unreasonable interpretation or delay, Lessor at their option may terminate this Lease in its entirety at the end of thirty (30) day period. Upon any termination by Lessor, Lessee agrees to surrender the leased property peaceably to Lessor without further notice of demand. Lessor's failure from time to time to object to Lessee's breach of any one or more provisions of this shall not constitute a waiver thereof, and shall not bar Lessor from insisting upon future compliance therewith, but no action to enforce forfeiture shall be instituted until Lessor shall first have given notice as prescribed in this paragraph. Nothing in this paragraph shall be interpreted as limiting or restricting any rights or remedies otherwise available to Lessor because of Lessee's failure to comply with any one or more of the provisions of this Lease; to the contrary, the provisions of this paragraph shall be considered to be in addition to any such other rights and remedies.

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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: _____

Lessor hereby covenants and agrees with Lessee that Lessor has good and merchantable fee simple title to the leased property, and good and unrestricted right to execute this Lease, and Lessee agrees and covenants to defend the Lessee's leasehold title to the leased property until Lessee against all lawful claims and demands of all persons and entities.

The provisions hereof shall be binding upon and shall inure to the benefit of Lessor and their executors, administrators, heirs, successors, and assigns. The provisions hereof shall be binding upon and shall inure to the benefit of Lessee and its successors and assigns.

Lessor hereby grants to Lessee the right and option to extend this Lease for a further term of up to three (3) months commencing at the expiration of the original term; provided, however, that written notice of the exercise of such option shall be given by Lessee to Lessor at least thirty (30) days before the expiration of the term of this Lease. Such extension shall be at the same annual rental rate as that provided herein for the last year of the original term and the actual rental amount shall be prorated according to the length of the additional term. All other terms and conditions set out herein shall be in effect during the term of the extension.

The Lease will not become valid and binding until approved, in writing, by the Division of Real Property Management and the Public Procurement Review Board. No amendment or modification of this Lease shall become valid and binding until approved, in writing, by the Division of Real Property Management and the Public Procurement Review Board.

The Lessee and Lessor may terminate this Contract, upon mutual agreement. The Lessee and Lessor shall agree in writing as to the said termination, specifying the part of the Contract terminated and when the termination becomes effective, with notification to the Bureau of Building, Grounds and Real Property Management. This Section does not affect the Sections herein that pertain to default and/or failure to comply with Lease provisions and pertains only to cancellation and/or termination of Lease. Amendments are addressed in Section 21.

E-Payment and E-Invoice. The word "contractor" herein shall mean Professional, Vendor, Architect, Engineer, Lessor, etc.

The State agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the Mississippi Code of 1972, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice.

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

E-Verify – Employee Status Verification System. The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance, and upon request of the State, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such termination/cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do

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business in Mississippi for up to one (1) year, or (c) both. In the event of such cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.”

WITNESS the signature of Lessor and Lessee on this the _____ day of _____, 20_____.

LESSOR

BY: _____

LESSEE

BY: _____

This Lease was approved on _____ by the Public Procurement Review Board, and regardless of any other date shown within, the Lease became effective on or after this PPRB date.

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

(Lessee's acknowledgment)

STATE OF MISSISSIPPI
COUNTY OF

On this the _____ day of _____, _____, before me, the undersigned Notary, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, for and on behalf of the State of Mississippi, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

(SEAL)

My Commission Expires

(Lessor's acknowledgment for an individual)

STATE OF
COUNTY OF

On this the _____ day of _____, _____, before me, the undersigned Notary, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

(SEAL)

My Commission Expires

(Lessor's acknowledgment for a corporation)

STATE OF 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

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STATE AGENCY LEASING IN NON-STATE OWNED SPACE

7/27/09 tw

(Page 4 of 4) RPM 7

CHECK LIST FOR AGENCIES

1. Statement of Facts (**RPM-1**) filled out for each proposal submitted. _____
2. Cover letter or letter of Justification stating why space is needed. _____
3. Lease Proposal Forms (**RPM 2**). _____
4. Conditions of Lease Proposal for New Construction Form **RPM-2A** (Must be included if construction, remodeling or renovation of space is needed.) _____
5. Space Evaluation Form (**RPM-3**). _____
6. Written justification for additional space as requested on **RPM-3**. _____
7. **Market Rent Survey (RPM 4)** from the area. _____
8. Copy of ad stating agency's deadline for receiving proposals. _____
9. Narrative of Duties and Responsibilities conducted by office. _____
10. Copy of notice given to Landlord of your intent to vacate. _____
11. If moving from present location, a letter explaining why present location is no longer acceptable _____
12. List of all space examined. _____
13. Floodplain information. _____
14. Four photographs of each proposal submitted (2 interior and 2 exterior) _____
15. If the Director of Real Property Management must sign Section 20, please send Original **Lease Agreement**; otherwise, send Photocopy of **Lease Agreement** executed by Lessor. _____

NOTE: The Division of Real Property Management will not accept documents **RPM-1**, **RPM 2**, or **Lease Agreement** if white-out has been used on these documents.

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

GLOSSARY OF TERMS FOR
REAL PROPERTY MANAGEMENT

ABATEMENT – A reduction of rent, interest, or other amount due.

ABSORPTION RATE – The rate at which a market can absorb space designed for a specific use, i.e., office space.

ADDENDUM – A legal document that adds to or amends the terms of a standard form lease.

AESTHETICS, GENERAL – The subject property's visual appeal, including landscaping, greenery, views, maintenance of surrounding areas, quality of design and finish, etc.

AGENT – An individual authorized to represent and act on behalf of another person or entity (referred to as the principal).

ALTERATION PROVISION – A lease provision that prohibits a tenant from making any alteration of or improvement to the leased premises without ownership's express consent.

AMENITIES – Tangible and intangible features that enhance and add to the subject property's desirability and perceived value, e.g., cafeteria, indoor parking, special janitorial services.

ANTI-DISCRIMINATION LAWS – Statutes that provide for civil action against persons conducting business establishments by aggrieved persons claiming discrimination on account of color, race, religion, ancestry, national origin or sex.

ASSIGNMENT OF LEASE – The transfer of all a lessee's title, right and interest in certain real property. Also, the document used to convey a lease-hold is called an assignment of lease rather than a deed.

ATRIUM – The central area of a building, equipped with a ceiling of translucent material that allows natural light to fall on the interior.

BASE YEAR – The year in a lease term that ownership uses as a standard in a rent escalation clause. During the next year, operating costs are compared with the base year and judged higher or lower, and the tenant's rent adjustment is decided accordingly.

BROKER – A person who, for compensation, acts for another in a real estate or related transaction.

BUILDING CODE – A set of rules and specifications established by local government authorities for the construction of buildings or other permanent structures.

BUILDING INTELLIGENCE – The presence of special electric or computer services that allow a building's operating costs to be reduced, and technological services to be shared by tenants.

BUILDING STANDARDS – The specific items of construction which a developer or owner decides to use throughout a building; for example, in an office building, standards would include a certain type of carpeting, wall and floor coverings, etc.

CAD – Computer Assisted Design Systems. A computerized system used by architects, space planners, and building managers to facilitate space planning. Makes it possible to create space plans and revisions much more quickly than by traditional methods.

CANCELLATION – Termination before the time of expiration.

CENTRAL BUSINESS DISTRICT – Downtown area of a major city.

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CLOSE – The signing of a lease after negotiations have been concluded.

COMMERCIAL PROPERTY – Real property used for the conduct of retail or service business that invites public patronage by display of signs, merchandising, advertising, and other stimulants for public participation.

COMMON AREA – Areas of a building used by two or more tenants, not under the exclusive control of a single tenant.

COMMISSION – A fee paid to an agent or broker for negotiating a sale; a wage incentive that rewards for the amount of responsibility assumed and the level of productivity achieved.

COMPANY – An association of those carrying on some joint business or enterprise, whether incorporated or not.

CONCESSION – A rent reduction of allowance granted in slow markets in order to lease new space or retain an existing tenant.

CONSTRUCTION RIDER – That part of the lease listing in detail all work that is to be done for the tenant by the landlord; also called a work letter.

CORE SPACE – The central or arterial area in a building that houses the building's function and service needs; usually includes elevator banks, washrooms, stairwells, and electrical and janitorial closets.

CORPORATION – A form of business organization created by statute law and consisting of owners who are regarded legally as a single entity.

CORRIDOR – A hallway or a passageway which provides a common way of travel to an exit, another office, etc.

COVENANT – A promise by one party to another of performance or nonperformance of certain acts or a promise that certain conditions do or do not exist.

DEFAULT – Nonperformance of a duty or failure to meet an obligation when it is due.

DEFERRED MAINTENANCE – Ordinarily, unperformed maintenance on a property that noticeably affects its use, occupancy, welfare, and value.

DEMISING WALL – A partition or wall separating one tenant's leased space from that of another tenant.

DESTRUCTION PROVISION – A lease provision stating that applicable procedure and rights in the event that the leased premises are damaged or destroyed by fire or other mishap. As a rule, the Lessee will be held financially liable if deemed responsible.

DEVELOPER – A person who organizes and supervises the construction of improvements on land, often on a speculative basis.

DOWNTIME – A period when machinery, equipment, or employees are idle because of breakdowns, adjustments, etc.

ESCALATION CLAUSE – Clause in a lease, contract, etc., providing for increases in wages, rent, interest, etc., based upon fluctuations in certain economic indexes, costs, or taxes.

ESTOPPEL CERTIFICATE – A written certificate in which a tenant sets forth the condition of the lease agreement at the time of certification, any modifications made to the lease, and whether any promises made by ownership have yet to be fulfilled. Required by potential buyers or mortgagees of property, as assurance that the leases held by ownership are valid and without offsets or claims pending.

EVICITION – Legal process to oust a person from possession of real estate.

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EXHIBIT – Lease attachment elaborating on points agreed to in the lease.

EXPENSE STOP – A lease clause providing for ownership to pay operating costs up to a certain amount per square foot, with tenants paying their pro rata share of any costs in excess of this figure.

FINISH SCHEDULE – A list of items, such as floor coverings, wall coverings, and paint colors that finish off a suite design.

FLOOR LOAD CAPACITY – The weight per square foot that a building's floors are able to sustain.

FLOOR PLAN – Architectural drawings showing the floor layout of a building and including precise room sizes and their interrelationships.

GRADUATED RENT – Rental payments that begin at a low fixed rate and increase at set intervals as the lease term matures.

GROSS LEASE – A type of lease under which the tenant pays a fixed rent and the owner pays all other operating expenses related to the property.

GROSS SQUARE FOOT – A unit of space measurement, particularly useful in measurement and study of building energy consumption. A floor's number of gross feet is the total number of square feet on that floor, whether usable by the tenant or not.

HOLD HARMLESS LEASE CLAUSE – A standard provision that states that the owner will not be liable for damages or injury sustained in, on or about the leased premises.

HOLDING OVER – A tenant's retaining possession of its leased premises after the lease term has expired.

HVAC SYSTEM – A building's heating, ventilating, and air conditioning system.

IMPROVEMENT – Something done or added to real property in order to increase its value.

INSURANCE PROVISION – A lease clause requiring the tenant to obtain a certain amount of public liability insurance and name ownership as co-insured in that policy.

JOB DESCRIPTION – A listing of regular and ongoing tasks to be performed by the person occupying a given position and assignment of parameters of responsibility and authority.

JOB ESTIMATE FORM – An organized, at-a-glance means of estimating the cost of tenant improvements.

KEY MAP – A map of a tenant's leased premises attached as an exhibit to the lease.

LANDLORD – The owner of the leased premises; under a lease, the landlord is referred to as the Lessor.

LEASE – A contract that transfers the right to use and enjoy a given piece of real estate from the owner of the property to a tenant for a definite period of time and under specific conditions.

LEASE CONDITIONS – The provisions setting forth the agreed-upon privileges, obligations, and restrictions under which a lease is made; lease terms.

LEASE LOG – A form or document that traces every movement of the lease from drafting through authorizations and signatures, and which should be carefully maintained by the leasing secretary.

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LEASE PROPOSAL – A presentation made to a prospect setting forth the general terms and conditions of a proposed lease.

LESSEE – The individual or entity to whom property is rented or leased; tenant.

LESSOR – The individual or entity who rents or leases property to another; landlord.

LIFE-SUPPORT SYSTEM – A building's security and protection services, e.g., television surveillance, communications systems, fire protections.

MAINTENANCE – Care and work necessary to keep a property in good physical and operating condition and appearance.

MARKET SURVEY – Up to date information collected and analyzed on other products distributed in a given area. In the office building market, a survey is made of comparable buildings located in the subject property's area and includes such information as net rentable area, amenities, number of stories, etc.

MORTGAGE LIEN – The claim on real estate given to the mortgagee when the mortgager executes a mortgage or trust deed to secure the note.

MORTGAGEE – The lender in a mortgage loan transaction.

MORTGAGER – The borrower; the owner of the real estate who conveys the property as a security for the loan.

MULTIPLE-TENANCY FLOOR – A floor of an office building that houses several businesses.

NEGOTIATION – The art of making mutually profitable agreements; a business transaction aimed at reaching a meeting of the minds among the parties involved.

NEIGHBORHOOD – A district or locality, often defined by reference to its character or inhabitants; a grouping of similar or complementary land uses, such as office buildings and retail establishments.

NET LEASE – A type of lease under which the tenant assumes payments usually made by ownership, e.g., operating expenses, real estate taxes, insurance premiums, and debt service, usually in return for a reduced rent. Net-net and triple-net leases are also used, depending on the degree of costs assumed by the tenant. Terms vary by market.

NET USABLE – See Usable Area.

NET RENTAL AREA – Actual square footage of a building that can be rented.

NONCOMPETITIVE OFFICE SPACE – Office space occupied by building owners or long term tenants (those holding leases with ten or more years remaining) which consequently is not available to satisfy immediate demand.

OCCUPANCY REPORT – Statement on the number of occupied units in a building and consequently, the vacancy factor.

OFFICE BUILDING – A single- or multi-story building designed for conducting business, generally divided into individual offices and offering space for rent or lease.

OPEN SPACE PLAN – An office design eliminating fixed partitions and allowing tenants to rearrange their workstations as the need arises.

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OPERATING BUDGET – Estimate of income and expenses required to maintain a property or business and keep it productive and its services for a given period, usually one year.

OPTION – A provision that gives a tenant some future right or privilege not otherwise granted in the standard rental agreement, e.g., option to expand, option to renew, option to cancel.

OWNERSHIP – Legal right of possession; the owner(s) of an office building employing a leasing agent.

PARTNERSHIP – A type of business organization formed by agreement in which two or more persons enter into a business as joint principals to share in its profits and losses.

PERSONAL PROPERTY – Any property other than real property that is moveable and not permanently affixed to real property.

PRE-LEASING – The leasing of space in a project before and during construction so that a high level of occupancy is ensured when the project is complete. A certain percentage of pre-leased space is sometimes required to obtain project financing.

PROPERTY MANAGEMENT – A professional activity in which someone appointed by the owner oversees the operation of a parcel of real estate and assists ownership in achieving its investment objectives.

PROPERTY TAX – A tax levied on various kinds of real and personal property by state and local governments.

PROSPECT – A potential customer or tenant.

PUBLIC AREA – A space at a property for general public use and not restricted for use by any lease or other agreement.

PUNCH LIST – A list of office improvements, both building standard and tenant paid, that should be finished or accounted for before move-in; used for reference by management to guide final inspection of premises before delivery.

QUIET ENJOYMENT – A clause in most leases stating that the tenant has a right of peaceful and disturbance-free possession of the premises, and that ownership will protect the tenant against the claims of others.

REAL ESTATE – Land and objects permanently attached to it.

RENTABLE AREA – Total interior area in a building, usually expressed in square feet that may be leased to tenants.

RENT ROLL – A record of rents and other income payable from and paid by tenants.

RENTAL CLAUSE – In an office lease, a provision stating the amount of rent to be paid, the method of payment, and to whom the payment is to be made.

RENTAL SCHEDULE – A listing of rental rates for space – units, suites, square feet – in a given area.

RIDER TO LEASE – A legal document that adds to or amends the terms of a standard form lease. (Addendum)

RIGHTS AND OBLIGATIONS – A section of a typical office lease clearly outlining the rights and obligations of the parties named in the lease.

SIGNAGE – A building's signs and graphics.

SINGLE TENANCY FLOOR – An office building housing a single business.

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SOLE PROPRIETORSHIP – A form of business organization in which an individual owns and manages the entire enterprise.

SPACE ALLOCATION – In a new development, the process of assigning prospects to space in such a way that the building or structure fills evenly, and space is promoted equally by agents. Prevents preferred treatment of certain prospects or agents, but reserves the right to accommodate clients making major commitments. Allows building traffic to be controlled and prevents overtaxing building services through overcrowding or clustering.

SPACE PLANNING – The process of deciding how office can be most efficiently and effectively used; based on a potential tenants' operational and aesthetic requirements and financial limitations.

STANDARD FORM LEASE – Ownership's lease form, into which clauses or provisions may be written or from which they may be deleted, depending on the state of the current office market and ownership's leasing objectives.

STRICT PERFORMANCE – A lease article stating that ownership's waiver of one default does not constitute a waiver of any other, either of a different nature or of the same nature at a later date.

SUBLEASE – A lease given by a Lessee to a Sub-lessee, for all or a part of the leasehold interest, for a shorter term. Lessee remains liable to ownership should Sub-lessee default.

SUBCHAPTER S CORPORATION – Form of business corporation that permits corporate income to pass through to shareholders as personal income.

SUBORDINATION CLAUSE – A lease clause, usually required by the mortgagee, making the lease subject to any first mortgage.

SUBSTITUTION OF PREMISES CLAUSE – A lease clause reserving the owner's right to relocate the tenant to comparable space in the building.

TENANCY – The occupancy or holding of land or other real estate on a rental basis, with or without a written lease.

TENANT – The individual or entity that exclusively possesses or holds property for a specified period of time.

TENANT IMPROVEMENTS – Fixed improvements made to tenants' office, determined in advance by ownership but negotiable in a slow market.

TENANT MIX – The combination of occupant types in a building.

TENANT PROFILE – A study and listing of the similar and dissimilar characteristics of a property's current tenants.

USABLE AREA – On a given floor, any area that could be used solely by a tenant. On a multi-tenant floor, the gross area minus core space. (Core space – public corridors, elevators, washrooms, stairwells, janitorial closets.) On a single-tenant floor, the gross square footage excluding the building lobby, ducts, stairwells and elevators.

USE CLAUSE – A lease clause indicating the purpose for which the leased space is to be used.

UTILITIES AND SERVICES CLAUSE – A lease clause detailing any and all utilities and services that the owner is to provide to the tenant.