Solicitation Information
January 17, 2014

RFP # 7548408

TITLE: Lease of Commercial Office Space, Department of Corrections - Providence

SUBMISSION DEADLINE: Wednesday, March 5, 2014 at 10:00 am (Local Prevailing Time)

PRE-BID CONFERENCE: YES DATE: Wednesday, January 29, 2014 TIME: 2:00 pm (LPT)
Mandatory: NO
Location: One Capitol Hill, 2nd Floor Conference Room B, Providence, RI

Questions concerning this solicitation may also be e-mailed to the Division of Purchases at questions@purchasing.ri.gov no later than **February 5, 2014 at 4:00 pm** (LPT). Questions should be submitted in a *Microsoft Word attachment.* Please reference the RFP # on all correspondence. Questions received, if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: NO
BOND REQUIRED: NO

Thomas Bovis
Interdepartmental Project Manager

Vendors must register on-line at the State Purchasing Website at www.purchasing.ri.gov to be able to download a Bidder Certification Cover form which must accompany each offer.

NOTE TO VENDORS:
Offers received without the entire completed four-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

DEPARTMENT OF CORRECTIONS

ADULT PROBATION AND PAROLE

REQUEST FOR PROPOSALS

OFFICE SPACE LOCATED IN PROVIDENCE, RI

LP 170

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SECTION A

A) GENERAL INFORMATION
B) GENERAL SPECIFICATIONS

STATE OF RHODE ISLAND

DEPARTMENT OF CORRECTIONS
ADULT PROBATION AND PAROLE
PROVIDENCE OFFICE // LP 170
REQUEST FOR PROPOSALS (RFP)

A. GENERAL INFORMATION
1. SUMMARY

The Rhode Island Department of Administration (RIDOA) invites proposals to lease commercial office space for use by the state agency listed below (the User Agency), in accordance with the terms, conditions, and specifications identified in this RFP.

1.1.	**User Agency**:	Department of Corrections (DOC)
1.2.	**Project Name**:	Department of Corrections **Request for Proposals (LP 170)**
1.3.	**Proposal Submission Deadline**:	March 5, 2014 by 10:00 a.m.
1.4.	**Program Description**:	The leased premises will serve as the DOC/Adult Probation and Parole Providence office.
1.5.	**Summary of Space Needs:**	
	Location:	City of Providence, RI **NOTE**: ***The space offered must not be located in close proximity to a school or day care facility.***
	Amount of Space:	Offerors are invited to submit proposals that meet the following space requirements. Approximately 5,000 square feet of office space {Usable Area (as defined in §A-4.5) (see attached Space Program – Conceptual Schematic Floor Plan // Attachment C-1} **NOTE**: *The Department of Corrections will pay a vendor to assemble fourteen (14) modular furniture workstations in the selected office space. This vendor will coordinate the modular furniture assembly with the owner's architect and project manager.*
	Type of Space:	Commercial Office/Customer Service
	Type of Agreement:	State of Rhode Island Lease (Attachment C-2)
	Term:	Five (5) year with a five-year option term subject to RI General Assembly approval.

Desired Date of Occupancy:	7/1/2014: Offeror must clearly identify the earliest date that the leased premises will be available for occupancy after a fully executed lease is in place. (including the build-out of the space in accordance with the RFP specification).
Parking:	Twenty-five (25) parking spaces located on-site or in close proximity (approximately 1/10 mile) to the leased premises. Landlord shall provide this parking at no additional cost.
NOTE:	The State will pay no broker's fee, finder's fee, commission, or other compensation to any party claiming to counsel or represent any offeror regarding the leasing of space.

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INTRODUCTION

The Rhode Island Department of Administration (RIDOA), Division of Capital Projects and Property Management (RIDOA/DCPPM) invites proposals to lease commercial office space for use by the Department of Corrections in accordance with the State of Rhode Island Office Lease in § C-2 and General Specifications in § B.

As leasing representative for all Rhode Island state agencies RIDOA/DCPPM is required to provide for an open and competitive process for selecting lease space, by informing all potential offerors of: 1) the steps offerors must take in order to have their proposals considered; 2) the procedures followed by RIDOA/DCPPM to evaluate and select the proposal which is most advantageous to the State's needs; 3) the criteria for such evaluation and selection; and, 4) the form of lease agreement to be executed between the selected offeror and RIDOA/DCPPM, acting on behalf of the user agency, including the any improvements and or services which may be required of the landlord.

Section D of this RFP contains the form to be used to submit a proposal. Please read the accompanying instructions before completing the form. Contact the RIDOA/DCPPM Project Manager if there are questions about this RFP.

4. DEFINITIONS

For the purposes of this RFP and the lease, the following definitions apply:

4.1. **RIDOA/DCPPM**: The Department of Administration is State agency that issues the RFP and, together with the user agency, makes the final selection of the successful proposal, subject to the approval of the State Properties Committee. The RIDOA Director has the legal authority to bind the State of Rhode Island by signing a lease contract. Within RIDOA, the Division of Capital Projects and Property Management is responsible for handling all matters related to real estate leases.

4.2. **User Agency**: The State agency, as identified in § 1.1, that will occupy the commercial office space once a lease agreement is finalized.

4.3. **Eligible Offerors**: The record owner(s) of the real estate suited for use as commercial office space and or the tenant(s) of real estate suited for use as commercial office space whose lease permits subleasing.

4.4. **Qualifying Proposals**: Proposals that meet the requirements set forth Section A-6 of this RFP. Proposals that are determined not to meet one or more of these requirements are non-qualifying proposals.

4.5. **Usable Area**: For the purposes of this RFP, "Usable Area" means, with respect to the leased premises or any space removed from or added to the leased premises, the square footage of which is determined by measuring the entire floor area of

the leased premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside building walls that abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. Deductions are not made for columns or other structural elements, or for partitions subdividing the leased premises. Notwithstanding the foregoing, under no circumstances does the Usable Area include major vertical penetrations such as ventilation shafts, elevator shafts, stairwells, atria, or lightwells, and their respective enclosing walls, and it does not include vestibules, elevator-machine rooms, and other building-equipment areas, janitorial, electrical, and mechanical closets, loading platforms, restrooms, and their respective enclosing walls, irrespective of whether the User Agency will occupy a portion of a floor, an entire floor, or an entire Building.

4.6. **Parking**: Parking spaces which are readily available and accessible for use by the User Agency's staff, clients, and visitors and either located on site or within close proximity (approximately 1/10 mile) to the leased premises.

4.7 **Parking Accessible for the Disabled**: Parking spaces complying with all State Federal and municipal regulations, including those of the Americans with Disabilities Act Access Guide for Title II (ADA).

5. PROCEDURES FOR EVALUATION, SELECTION AND LEASE EXECUTION

The RIDOA's objective is to obtain commercial office space suitable for use by the User Agency for the best possible price. To this end, RIDOA will evaluate each proposal for conformity to the requirements of this RFP and the degree to which it satisfies the qualitative and other criteria of this RFP. RIDOA will consider the components of evaluation in combination, not in isolation.

Evaluation of proposals will be based on information in the proposals, obtained on site visits, clarified by RIDOA, provided by offerors at RIDOA's request, and provided by references identified in the proposals. In addition, evaluation of proposals may include consideration of information from State agencies, individuals, and entities with knowledge of any element of any proposal, from RIDOA and other State of Rhode Island files, and from other available and verifiable information.

RIDOA reserves the right, if deemed to be in the best interest of the State of Rhode Island, to; (i) waive portions of the RFP for all offerors; (ii) excuse minor informalities in any proposal; (iii) discuss any provision of any proposal with the offeror of that proposal in order to clarify the proposal; (iv) request all offerors who submitted qualifying proposals to submit best-and-final offers; (v) reject any part of any proposal; and, (vi) reject all proposals.

5.1. **Initial Review**: RIDOA will accept for consideration only those proposals that meet the submission requirements in Section A-6.1.1, subject to RIDOA's right to

waive portions of the RFP for all offerors. All proposals must be received on or before the proposal submission deadline. Any proposals submitted after the proposal submission deadline shall not be accepted. This requirement is not subject to waiver by RIDOA.

RIDOA will prepare a list of the names and addresses of offerors whose proposals are accepted for consideration and will mail this list to the User Agency and to each offeror.

RIDOA and the User Agency will review each proposal accepted for consideration to determine whether it meets the requirements of this RFP. If RIDOA is unable to determine whether a proposal meets one or more of the requirements, RIDOA may request clarification from the offeror.

Proposals that do not meet one or more of the RFP requirements may be rejected as non-qualifying, subject to RIDOA's right to waive portions of the RFP for all offerors. RIDOA reserves the right to eliminate from further consideration any proposals that are found to be excessively priced in relation to the majority of the proposals received. Such excessively priced proposals will be considered non-qualifying.

5.2. **Site Visits**: RIDOA and the User Agency reserve the right to conduct site visits of the premises identified in any proposal to verify the information in the proposal and to facilitate detailed evaluation of the proposal. The offerors or knowledgeable and authorized representatives of the offerors must be present at any site visit. RIDOA will contact offerors to schedule a mutually convenient date and time for the site visit. After completion of a site visit, RIDOA may determine that a proposal does not meet one or more of the requirements of this RFP, subject to RIDOA's right to waive portions of the RFP for all offerors.

5.3. **Evaluation of Proposals**: RIDOA shall notify in writing each offeror whose proposal has been determined to be non-qualifying stating the reason for such determination. All qualifying proposals shall be evaluated based on the qualitative and other criteria of this RFP. RIDOA shall prepare a cost analysis that estimates and compares the total costs of occupancy for all proposals evaluated. RIDOA shall make a tentative selection of a proposal, based upon its the analysis of proposals and the recommendation of the User Agency. The tentative selection of a proposal shall be subject to approval of the State Properties Committee.

5.4. **Notification of Offerors**: After tentative selection of a proposal, RIDOA shall notify other offerors in writing that a tentative selection has been made. The tentative selection of a proposal does not represent a contract and does not commit the RIDOA or the User Agency to enter into a lease. The tentative selection of a proposal may be conditioned upon the offeror satisfying specific conditions established by RIDOA and the User Agency. It is assumed that the

parties will make a good-faith effort to negotiate lease terms acceptable to the User Agency, RIDOA, and the offeror, but if agreement is not reached, the RIDOA reserves the right to terminate the tentative selection and either select another proposal, terminate the conditional selection without taking further action, or cancel the solicitation in its entirety.

5.5. **Preparation of the Lease**: RIDOA, the User Agency, and the selected offeror shall work together to finalize a lease. The provisions of the lease must be consistent with the RFP and the selected proposal, and must be substantially in the form of the standard lease document attached to this RFP as Attachment C-2.

5.6. **Review and Execution of the Lease by RIDOA**: The selected offeror shall sign the lease and submit it to the User Agency for signature by its authorized representative. The User Agency shall sign the lease and submit it to the State Properties Committee for review and approval. Please note that Tenant under the Lease shall be the "State of Rhode Island, acting by and through the Department of Corrections. **No lease is binding until the State Properties Committee has executed it.**

5.7. **Design and Build-out of the Landlord's Improvements**: Following execution of the lease, it shall be the successful offeror's responsibility to deliver the premises to the User Agency in conformance with the lease, including Exhibit B (Schematic Space Plan of the Premises), Exhibit C (Specifications for the Premises), Exhibit D (Project Schedule), and the Working Drawings prepared by the successful offeror., as necessary Please note that, in accordance with Section 4 of the standard form lease, the successful offeror, as landlord, is responsible for the completion of Working Drawings prepared by licensed professionals, furnishing all labor and materials, and securing all permits necessary to complete the Landlord's Improvements, and for achieving substantial completion in accordance with the provisions of the lease.

5.8. **Occupancy**: The User Agency shall take possession of the premises only after construction of the Landlord's Improvements is substantially complete and the premises are deemed available for occupancy in accordance with Section 3.2 of the lease document. RIDOA will confirm the date of occupancy, which shall be the commencement date of the User Agency's obligation to pay rent and the commencement date of the initial lease term.

6. REQUIREMENTS

Proposals must meet the following requirements in order to be considered qualifying and undergo further evaluation.

6.1. General Requirements

6.1.1. **Submission**: Proposals must be submitted to RIDOA as follows:

6.1.1.1. Proposals must be submitted to the Division of Purchases on the Lease Proposal form included with this RFP. A proposal consists of the Lease Proposal form and such attachments as are requested in the Lease Proposal or this RFP. Disclosure Certificates as well as the "Offeror Background Survey" must be submitted with each proposal.

Please submit one original and four copies of the Lease Proposal, each signed by the offeror.

Note: a Microsoft Word format of the Lease Proposal will be provided to each offeror after the pre-proposal conference. When filling out the Lease Proposal form electronically, use the tab key to move from block to block. For blocks that need to be filled in with a checkmark, tab to the appropriate block(s), and type in "X."

6.1.1.2. Proposals must be substantially completed. Proposals that contain material omissions shall be deemed non-qualifying if allowing the missing information to be supplied after the opening of proposals would be prejudicial to fair competition.

6.1.1.3 Proposals must be submitted in a sealed envelope on which the following information is clearly marked: **the name of the User Agency, the Project Number, and the Proposal Submission Deadline. This information is contained on Page A-1 of the RFP. In addition, the name and address of the offeror must be on the envelope.**

6.1.1.4 Proposals must be received in the Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, 2nd Floor (Purchases' Reception Desk) Providence, Rhode Island 02908 on or before the proposal submission deadline stated on page A-1 of this RFP. The time-stamp clock located in the reception area of the Rhode Island Division of Purchases establishes the official date and time of receipt of each proposal.

6.1.1.5 PROJECT TIMETABLE

The following is the timetable for submission. Any dates and times listed elsewhere that conflict with this timetable are mistakes to be corrected by the offeror. Any phase and all subsequent phases in this timetable may be adjusted whenever uncontrollable conditions prevent the timely completion of a phase. The interval between any two phases may be change at the RIDOA's discretion.

Phase I: Pre-Proposal Conference:	Date and Time **January 29, 2014 @ 2:00 p.m..**
Location:	One Capitol Hill, Providence Conference Room "B"
Offeror questions deadline:	**February 5, 2014**
Questions and responses posted:	**February 7, 2014**
Phase II: Proposals Due:	**March 5, 2014 @ 10:00 A.M.** **(Proposals opened and acknowledged only)**
Phase III: Presentation by offerors	TBD after proposal submission

All questions regarding this Request for Proposals are to be **e-mailed** by 12:00 p.m. on **February 5, 2014** to:

Rhode Island Department of Administration
Division of Purchases
One Capitol Hill,
Providence, RI 02908
questions@purchasing.ri.gov

All questions and responses thereto shall be posted on the Division of Purchases website (as an amendment to the subject RFP) by 4:00 p.m. on **February 7, 2014**.

Be advised that all questions and responses shall be made public and shared with all offeror's, not only the offeror making the inquiry.

6.1.1.6 **OTHER RULES**

Presentation

After the proposal opening, offerors with qualifying proposals may be invited to make a formal presentation to the RIDOA and User Agency.

Amendment

The RIDOA reserves the right to amend the requirements of this RFP prior to the date for proposal submission. Amendments will only be distributed to those parties attending the offeror's conference or submitting questions. Submissions by the offerors shall not be changed for any purposes after the public opening.

Cost of Preparing Proposal
Costs for developing the submissions are solely the responsibility of the offeror. The RIDOA shall not reimburse offerors for any such costs. Costs associated with any presentations will be the responsibility of the offerors and will in no way be billable to the State.

Acceptance of Proposals
RIDOA reserves the right to reject any and all proposals received, or to cancel this RFP according to the best interests of the State. Any submission that contains material irregularities, is conditional or incomplete may be rejected. The State may waive an immaterial defect, but such waiver shall in no way modify the requirements or excuse the offeror from full compliance with the specifications set forth herein.

Disposition of Proposals
All proposals become the property of the RIDOA upon submission. The successful proposal shall be incorporated by reference into the resulting lease agreement and shall become a public record.

Rules for Withdrawal of Proposals
RIDOA will not accept any amendments, revisions or alterations to proposals after the proposal due date.

Prior to the submission due date, a proposal may be withdrawn by an offeror by submitting a written request for its withdrawal to Richard A. Licht, Director of the Department of Administration, and signed by the offeror or an authorized agent of the firm. No amendments will be accepted after the submission date.

Any submitted proposal shall remain a valid for one hundred twenty (120) days or until a lease agreement is approved by the State Properties Committee and the Rhode Island General Assembly. (if applicable)

State Properties Committee
All lease agreements are subject to approval by the State Properties Committee. **Note**: Leases for a term of more than five years or with an aggregate rent in excess of $500,000 also require approval by the Rhode Island General Assembly.

6.1.2. **Eligible Proposer**: The proposal must be submitted by an eligible offeror, as defined in Section A-4.3.

6.1.3. **Type of Agreement and Term**: The proposal must represent that the proposed offeror agrees to sign a lease for the term identified in Section A-1.3 and substantially in the form of the State of Rhode Island Office

Lease (Attachment C-2) without material modification, and the proposal must include any modifications of standard provisions sought by the offeror. RIDOA reserves the right to refuse to consider modifications requested after the proposal submission deadline.

6.1.4. **Contact During the RFP Process:** From the date of this RFP through the date on which a conditional selection is made, the RIDOA Project Manager for this project is the only authorized point of contact for the RIDOA or the User Agency regarding this RFP. If an offeror or a offeror's representative engages in unauthorized contact with RIDOA or User Agency employees or officials, then its proposal may be deemed non-qualifying. Unauthorized contact includes, by way of example and not limitation, contact by the offeror or the offeror's representative with the User Agency regarding the subject matter of this RFP.

6.2. Location

6.2.1. **Search Area**: The proposed building must be located within the search area identified in Section A-1.3, Location.

6.2.2. **Parking**: There must be a sufficient number of public parking spaces, as described in Section A-1.3, to meet the estimated demand. If public parking is insufficient to meet the estimated demand, the offeror must indicate in the proposal how the estimated demand for parking will otherwise be met.

The proposal must include the number of reserved parking spaces as described in Section A-1.3. If such spaces are not proposed to be included in the Lease, the RIDOA must be able to determine that such spaces can be leased separately.

6.3. Building Conditions: Building Codes, Barrier-Free Access, and Hazardous Substances

6.3.1. **Building Codes**: The building in which the proposed commercial office space is located must comply with all applicable federal, state, and local code requirements, or RIDOA must be satisfied that it can and will be brought into substantial compliance by the desired date of occupancy. If a proposal is accepted subject to the offeror meeting certain code requirements, the User Agency shall not take occupancy of the space until all code deficiencies have been fully corrected.

The facility must be in compliance with all appropriate local, state and federal codes including, but not limited to;

- the Americans With Disabilities Act

- the Rhode Island State Fire Safety Code
- **NOTE:** If space offered is part of a larger building or building complex, the entire building or building complex must be in compliance with the Rhode Island Fire Safety Code.
- the Rhode Island Rehabilitation Code
- the Rhode Island State Building Code
- accessibility provisions of RIGL 37-8-15
- all state and federal codes relating to hazardous substances, hazardous wastes, lead mitigation and asbestos abatement.

NOTE: A copy of the certificate of occupancy shall be forwarded to the Division of Capital Projects and Property Management prior to User Agency occupancy.

6.3.2. **Barrier-Free Access**: The proposed commercial office space must meet the requirements in Section B-2.1.3 for access for individuals with disabilities.

6.3.3. **Hazardous Substance**: The offeror must warrant and represent that any and all hazardous substances, whether presently known or subsequently discovered, have been or will be remediated in accordance with the provisions of Section 5.6 of the proposed lease and all applicable laws and regulations before the User Agency takes occupancy of the proposed premises.

6.4. **Building Conditions: Proposed Premises**

6.4.1. **Usable Area and Type of Space**: The proposal must offer the amount of space in usable square feet (see Section A-4.5 for definition of Usable Area) stated in Section A-1.3 of this RFP. RIDOA reserves the right to accept proposals for an amount of space that varies from this amount, provided that it meets the User Agency's needs.

The proposal must offer the type of space sought and RIDOA must be satisfied that the proposed space is, or will be made, functional for and compatible with the stated purpose.

6.4.2. **Landlord's Improvements**: The offeror must agree to substantially meet the General Specifications in Section B, or must suggest, within the proposal, alternatives acceptable to RIDOA and the User Agency.

6.4.3. **Floor Loading**: The offeror must confirm that the building in which the proposed commercial office space is located will meet any special floor loading requirements identified in Section B.

6.5. **Landlord Capacity**: The offeror must agree to provide the landlord's services in the General Specifications in Section B or must suggest, within the proposal, alternatives acceptable to RIDOA and the User Agency.

7. QUALITATIVE CRITERIA

The following criteria will be used to evaluate qualifying proposals.

7.1. **Execution of the State of Rhode Island Office Lease**: The offeror's willingness to enter into the State of Rhode Island Office Lease, as evidenced by the extent and nature of any modification to the standard provisions that is requested by the offeror.

7.2. **Location**: The suitability of the proposed location for the operations of the User Agency, including:

7.2.1. **Access**: Ease of access to the proposed location by public transportation, shuttle, automobile, and on foot. RIDOA will consider the ease of vehicular access and the degree of congestion on streets and roadways in proximity of the building, the availability and frequency-of-service of public transportation and shuttle service, the distance from public-transportation stops and shuttle service stops to the main entrance of the building in which the proposed commercial office space is located, and whether paths of travel from such stops to the main entrance of the building are well-lit, well-traveled, and accessible for the disabled.

7.2.2. **Parking**: Proximity, accessibility, and availability of parking identified in Section A-1.5. RIDOA will consider the availability of parking spaces during the User Agency's hours of operation and whether parking areas and the walkways between them and the proposed building in which the proposed commercial office space is located are well-lit and the walkways easily traversed.

7.2.3. **Neighborhood Characteristics**: The characteristics of the surrounding neighborhood, including compatibility of adjacent uses with the User Agency's operations, the safety and security for persons and property, and the availability of basic services and amenities during the hours of operation.

7.3. **Building Conditions**: **Exterior Envelope, Systems, and Common Areas**: Quality, condition, and functional efficiency of the building in which the proposed commercial office space is located. This includes specific consideration of:

7.3.1. **Building Envelope and Systems**: The existing and proposed condition of the building envelope (including the roof, foundation, walls, and exterior windows and doors), and the HVAC, plumbing, and electrical systems and

their capacities to meet the User Agency's needs throughout the term in a reliable and efficient manner.

7.3.2. **Life Safety**: The existing and proposed condition of fire-protection equipment including, but not limited to, fire doors, fire walls, fire stops, fire extinguishers, exit-route diagrams, exit signs, and alarm systems, and the existing and proposed condition of emergency lighting.

The fire alarm protection system in the building in which the proposed commercial office space is located shall be provided in accordance with the latest edition of the State of Rhode Island Fire Safety Code and the requirements for detectors by the local authority having jurisdiction. All smoke detectors, heat detectors, pull stations, horn/light devices, emergency and exit lighting shall be provided, in accordance with the latest code provisions. "Grand-fathered" systems are not acceptable.

7.3.3. **Building Common Areas**: The existing and proposed location, accessibility, and condition of public or common areas, including the building entrance, lobby, vestibules, paths of egress, stairways, corridors, ramps, elevators, loading dock, and restrooms. RIDOA will consider the type, size, and condition of the common areas and adequacy to meet the needs of the User Agency.

Vestibule: Whether the proposed premises have direct access to the outside. Premises that have a vestibule for weather control and worker comfort, with the exterior door opening into the vestibule and entry into the proposed premises through entrance doors from the vestibule, will receive a higher rating on this evaluation criterion. Vestibules must have a minimum of 20 foot-candles lighting at floor level.

Restrooms: The existing and proposed condition of the restrooms, including the adequacy of the ventilation, the condition of the floors and walls, toilet partitions, plumbing fixtures, sinks, counters, mirrors, and restroom accessories. Proposed premises with restrooms equipped with water-saving plumbing devices such as hands-free motion-sensor operated faucets and flush valves will be rated higher on this evaluation criterion.

7.3.4. **Compatibility of Use**: The compatibility of other activities and uses in the building in which the proposed commercial office space is located or adjacent office complex with the User Agency's operations. Proposals that provide feasible opportunities to co-locate two or more State agencies in the building in which the proposed commercial office space is located or complex of buildings and that create related economic benefits will be rated higher on this evaluation criterion.

7.4. **Building Conditions: Proposed Premises**: The suitability of the proposed premises for program layout by the User Agency, including specific consideration of:

7.4.1. **Configuration**: The degree to which the configuration of the premises meets the User Agency's programmatic needs, taking into account the size and shape of the space and any internal barriers to efficient design and accessibility.

7.4.2. **Building Module and Column Spacing**: A regular, consistent building module that allows for a regular, consistent office and workstation layout and the efficient utilization of space is generally desired, as is column-bay spacing at 25' to 35' on center.

7.4.3. **Entrances**: Proximity and access from the proposed premises to building entrances and support areas.

Proposals that, in addition to the main building entrance, provide a separate and discrete entrance to the proposed premises, which would not be used in common with other building tenants, will be rated higher on this evaluation criterion.

7.4.4. **Location and Distribution of Space**: Upper-level floors are usually sought for administrative functions, lower-level floors for offices generating substantial foot traffic. Basement space free from water or obstructions and with adequate window area will be considered. Contiguous space is preferred, on one floor for a small office and one or more floors for a large office. For a large office, a large floor plate that minimizes the number of floors is preferred.

Proposals offering space located on the first or second floor will be rated higher on this evaluation criterion.

7.4.5. **Daylighting**: Premises that provide window area equal to at least 25% of the exterior wall surface area are preferred and will receive a higher rating on this evaluation criterion.

7.4.6. **Finished Ceiling Heights**: Finished ceiling heights of 8'-6" to 9'-6" high are preferred.

7.5. **Landlord Capacity**: The demonstrated capacity of the offeror to prepare the proposed space for occupancy by the User Agency and to provide the Landlord's Services and the Landlord's Improvements specified in the RFP and in accordance with the provisions of the proposed lease. Consideration will be given to the extent to which the proposed build-out meets the needs of the User Agency described in this RFP. The qualifications and experience of the offeror, design team, contractor, and property manager will also be considered.

If the User Agency occupies the proposed premises and the proposal includes Landlord's Improvements, RIDOA will consider whether the proposed plan for completing such improvements will enable the User Agency to conduct business without unreasonable interference or interruption and whether the proposed plan will be implemented without additional cost to the User Agency.

7.5.1. **Timely Completion of Work**: The demonstrated capacity of the offeror, the design team, and contractor to substantially complete the design and construction of all improvements to the premises required for the User Agency's occupancy by the date of occupancy identified in Section A-1 of this RFP.

7.5.2. **Capacity to Complete the Project**: The demonstrated capacity of the offeror to finance the required improvements, and the demonstrated capacity of the offeror, design team, and contractor to design and construct the proposed space to meet the User Agency's needs.

Evaluation will consider the experience of the offeror in completing projects of similar cost and complexity and the experience of the proposed design team, contractor and property manager in designing, constructing, and managing projects and properties of a similar complexity, type, and size.

7.5.3. **Capacity to Operate and Maintain the Property**: The demonstrated capacity of the offeror, either directly or through contract, to provide the Landlord's Services specified in this RFP in a professional and timely manner and in accordance with the provisions of the Lease.

8. STATE OF RHODE ISLAND POLICY OBJECTIVES; COST

8.1. **State of Rhode Island Policy Objectives**: Whenever feasible, it is RIDOA's policy to acquire leased space in a manner that supports:

. **Cost**: RIDOA will evaluate costs based on the present value of the total costs that will be incurred by the User Agency to use and occupy the proposed premises under the provisions of the proposal throughout the term of the lease. These costs include the rent, any additional rent and other sums paid to landlord, operating expenses paid directly by the User Agency, such as separately metered utilities, and all other costs directly associated with the use of the premises, such as the cost of shuttle service required to compensate for the location of the building in which the proposed commercial office space is located . Costs not contained in the proposal will be estimated based on information provided by the User Agency or other state leases, or obtained from market data.

Offerors are urged to read Section 2 of the proposed lease agreement (Section C-1 of this RFP) carefully. All cost information, including offers of free rent, alternative reduced rent schedules, etc., must be included in the proposal.

B. GENERAL SPECIFICATIONS

The Landlord's Services in Section B-1 describe the services that the offeror is to provide to the User Agency under the State of Rhode Island Office Lease. The Landlord's Services, with any modifications agreed to by the RIDOA based on the selected proposal, will be incorporated into the lease document. The offeror must clearly identify in the proposal each proposed modification so that RIDOA, in consultation with the User Agency, can take this into account in evaluating the proposal. The RIDOA reserves the right to require an offeror to withdraw a proposed lease modification as a condition of acceptance of a proposal.

The Landlord's Improvements in Section B-2 describe the improvements that offerors must provide to the User Agency under the State of Rhode Island Office Lease. The Landlord's Improvements, with any modifications agreed to by the RIDOA based on the selected proposal, will be incorporated into the lease document. The offeror must clearly identify in the proposal any proposed modification so that RIDOA, in consultation with the User Agency, can take this into account in evaluating the proposal. The RIDOA reserves the right to require an offeror to withdraw a proposed lease modification as a condition of acceptance of a proposal.

RIDOA encourages offerors to suggest ways to use existing or less costly improvements to meet the needs of the User Agency and to submit alternative proposals that meet the needs of the User Agency in a better or more cost-effective manner. RIDOA's intention is to provide a clear basis for determining whether proposals are acceptable and comparable while also making it possible to take advantage of useful and cost-effective alternatives.

1. LANDLORD'S SERVICES

Proposals submitted in response to this RFP must include provisions for delivery of the following services to the User Agency:

1.1. **Hours of Operation**: Hours of operation are from 8:00 a.m. to 5:00 p.m. Monday through Friday except state holidays.

1.2. **Utilities**: Landlord must ensure the delivery of the following utility services to the Building and Premises: (1) water, sewer, gas, fuel, and electricity, (2) heating, ventilation, and air-conditioning (HVAC), (3) all common-area lighting, and (4) power for the User Agency's office equipment and lighting within the Premises.

During the hours of operation, Landlord must ensure that HVAC is available and properly operating and functioning throughout the Premises and must maintain the temperature within 70° and 74° Fahrenheit in the wintertime and within 72° and 76° Fahrenheit in the summertime. In the Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) rooms, Landlord must maintain the temperature at no more than 68° Fahrenheit 24/7.

1.3. **Maintenance of Premises, Appurtenant Areas, and Building**: Landlord must provide the continuous maintenance and repair services needed to maintain the Premises, appurtenant areas, systems, equipment, and the Building in good repair and tenantable condition.

Landlord must keep the Building and appurtenant areas clean and free from litter and from pests, through implementation of an Integrated Pest Management program. Landlord must maintain common pedestrian walkways and landscaped areas. Landlord must remove snow and ice from all entrances, exits, sidewalks, and parking areas before the hours of operation and during such hours if snow, ice, or both accumulate. Landlord must use environmentally preferable ice-melt and sand as necessary to ensure safety. Landlord must supply, install, and maintain entry mats at all building entrances.

Landlord must maintain and repair the Building envelope and systems including, by way of example and not limitation, roofs, windows, floors and floor covering, walls and wall coverings, ceilings, locks, fire-protection equipment, lighting fixtures and lamps, and all mechanical, electrical, and plumbing systems serving the Building and the Premises. Landlord must service heating, ventilating, and air-conditioning equipment in accordance with the manufacturer's recommendations and must replace filters quarterly or more often if indicated or dictated by local

conditions or by the manufacturer's recommendations. Landlord must maintain the heating, ventilating, and air-conditioning equipment so that the indoor air quality is consistent with each IAQ Standard/Guideline identified in the table under Initial Indoor Air Quality Testing in § B-1. Landlord must replace worn or damaged ceiling tiles and floor coverings with equal or better goods and must repair and repaint worn or damaged wall surfaces in the Premises.

1.4. **Building Security and Access**: Landlord must enable authorized employees of the User Agency to access the Premises at any time (24/7). Landlord may enable such access via security guards, a master key, an electronic card, or a similar restrictive entry system.

Landlord must maintain and service, at Landlord's sole cost and expense, the security systems described in § B-2. For the intrusion alarm system and the water detection and temperature and humidity monitoring systems in the MDF and IDF, Landlord must provide a 24/7 security monitoring service to alert Landlord's property manager and User Agency of an alarm. All service fees, including the cost of the telephone line(s) required to operate the system are at Landlord's sole cost and expense.

1.5. **Janitorial Services**: Landlord must provide the janitorial services of a professional cleaning-service company that consistently, adequately, and sufficiently supervises the employees of such company and ensures that standard office-cleaning practices are followed and performed at all times. The Landlord must submit to the User Agency a business profile of the selected cleaning company with the name and telephone number of the day-time contact person, as well as a list of employees performing the service, and the name of the person responsible for daily supervision. The Landlord must update this information as necessary for the User Agency during the term of the lease.

Landlord must provide Material Safety Data Sheets for all cleaning products used on site to Tenant and User Agency. All janitorial services must be provided after normal daytime working hours. Services include:

Daily: Empty waste baskets; remove trash; wash and clean all fixtures, counters, and floors in restrooms and Staff Support Rooms, replenish paper and soap products in all restrooms, replenish paper products in all Staff Support Rooms, sweep uncarpeted floors (including entrances, lobbies, and corridors); vacuum carpeting in the main reception area with HEPA-filter vacuum; clean drinking fountains and H_20 points of use.

Bi-Weekly: Vacuum carpeting in the offices, conference rooms and and open cubicle areas.

Weekly: Wash all uncarpeted floors, dust furniture and all horizontal surfaces, including, by way of example and not limitation, fixtures, blinds, window sills, and convection units; clean and sanitize all restroom plumbing fixtures; buff uncarpeted floors; clean all door-entry window glass, visual-glass panels on room doors, all glass sidelights, all office visual-glass panels, and all modular-furniture Plexiglas panels.

Quarterly: Strip, wax, and buff uncarpeted floors; vacuum air diffusers and return grilles.

Semi-Annually: Clean carpet using a cleaning method consistent with carpet manufacturer's instructions; wash windows (inside and outside); damp-wash air diffusers, return grilles, and surrounding walls and ceilings.

Annually: Wash blinds; dust all high surfaces.

As Needed: Supply and replenish all paper and soap products in restrooms; supply and replace paper towels in Staff Support Rooms, supply and replace all liners for all waste and sanitary napkin receptacles; exterminate pests; spot-clean carpets.

Recyclables Collection: As needed but not less than once per week, empty Landlord-provided white-paper recycling receptacles located in each office and at each workstation into Landlord-provided recycling bins for recycling by Landlord. Landlord must institute or maintain recycling programs for the Building for items including, by way of example and not limitation, delivery pallets, cardboard, glass, and recyclable plastic and metals.

Cleaning Products and Methods; Hand Soap and Paper Supplies: Landlord and Landlord's professional cleaning-service company must use environmentally preferable cleaning products and methods, provide hand soap with bio-based ingredients in the restrooms, and supply paper products with post-consumer waste recycled content.

1.6. **Preparation for Occupancy by Tenant**: Before Tenant occupies the Premises, Landlord must perform (or Landlord must cause Landlord's professional cleaning-service company to perform) a comprehensive cleaning of the Premises including, by way of example and not limitation: vacuum and wash all horizontal surfaces (including, by way of example and not limitation, soffits, window sills, counters, work surfaces, interiors of millwork cabinets installed by Landlord); wash, wax, and buff all uncarpeted floors; vacuum all carpeting with HEPA-filter vacuums; and wash windows inside and outside. In addition, Landlord must verify that all ductwork has been cleaned, all grilles have been washed, and all temporary filters have been replaced, as specified in § 2.7.3 Ventilation.

1.7. **Initial Indoor Air Quality Testing**: Within 30 days after the Date of Occupancy, Landlord must conduct, at Landlord's sole cost and expense, initial indoor air quality testing (Initial IAQ Testing) of the Premises using a Certified Industrial Hygienist approved by Tenant. Initial IAQ Testing must include, without limitation, direct-reading measurements of temperature, relative humidity, carbon dioxide, carbon monoxide, airborne particulates, and volatile organic compounds in a representative sampling of the Premises that demonstrates results consistent with those identified below, and a moisture survey of readily accessible porous building materials in areas where water is or is likely to be present.

Material Measured	IAQ Standard/Guideline	Source
Carbon dioxide	800 ppm	RI DOH
Carbon monoxide	Less than or equal to outdoor concentrations	RI DOH
Particulate in air	.035mg/m^3	US EPA
VOCs	Less than or equal to outdoor concentrations	RI DOH

Landlord must deliver to Tenant and User Agency a written report (the Initial IAQ Report) of the results of the Initial IAQ Testing. If the Initial IAQ Report identifies any deficiencies in the indoor air quality or HVAC system of the Premises or Building, Landlord and Tenant must establish a schedule to remedy the deficiencies and Landlord, at Landlord's sole cost and expense, must immediately commence such remediation and pursue it diligently to completion. Upon completion of this remediation, Landlord must undertake additional IAQ Testing and must deliver to Tenant and User Agency a written report of the results of the additional IAQ Testing that demonstrates that the deficiencies have been remediated.

1.8. **Professional Services**: Landlord must provide promptly, following selection of its proposal, professional design services to the User Agency to complete the Schematic Space Plan of the Premises that will be incorporated into and made part of the Lease as Exhibit B. These services must be provided at no additional cost.

1.9. **As-Built Plans; Cable Documentation**: Landlord must provide two complete sets of "as-built" plans in AutoCAD DWG format, one each to Tenant and User Agency, and the Cable Documentation described in § B-2.8.6 to User Agency, both no later than 60 days after the Date of Occupancy.

2. LANDLORD'S IMPROVEMENTS

Proposals submitted in response to this RFP must include provisions for the following improvements to the premises prior to occupancy the User Agency:

2.1. General Conditions

2.1.1. **Improvements**: All improvements to the Premises and related areas (the Landlord's Improvements, as defined in the Lease) must be provided and installed by Landlord and must be completed in accordance with the approved Working Drawings (as defined in the Lease) that are based on these General Specifications.

2.1.2. **Code and Regulatory Requirements**: All Building improvements must comply with the Rhode Island State Building Code, Where federal or local codes, or regulations, ordinances, or zoning laws apply (with respect to egress requirements, area allowances, rated assembly requirements, flame spread and smoke-generation characteristics of materials, etc.), the more restrictive regulation must be followed.

2.1.3. **Access for Individuals with Disabilities**: The Building and the Premises must be free of barriers preventing access to and use of the Premises by individuals with disabilities in accordance with applicable state and federal regulations.

2.1.4. **Submittals**: During the final design phase of the Working Drawings, Landlord must submit to the User Agency, for review, approval, and color selection, cuts, samples, and color swatches necessary to show the manufacturer's product line for any new finishes. The submittals covered include floor, wall, ceiling, and architectural-woodwork finishes and materials.

Landlord must provide Material Safety Data Sheets for materials used in construction upon or before submission of the Certificate of Completion (see § 3.2 of the Lease).

Architectural, Interior Plans and Code Enforcement
All design documents must be submitted to the Division of Capital Projects and Property Management and be approved in writing. Design documents shall be submitted to the Rhode Island State Building Code Commission for comments prior to submitting the documents to the local building and fire code authorities for building and other permits.

2.1.5. **Materials**: Whenever feasible, Landlord must use environmentally preferable materials such as materials with low emissions of volatile organic compounds (VOCs), materials with recycled content, or materials that are recyclable.

2.1.6 **Project Manager**
The landlord shall assign a full-time project manager, at his/her expense, to coordinate the project and assist the User Agency in administering the project. Architectural/engineering and interior design services shall also be provided at no cost to the User Agency.

2.1.7. **Schedule**: At RIDOA's request, Landlord must submit, along with the Working Drawings, a comprehensive schedule outlining tasks to be performed by Landlord and Tenant, and highlighting critical dates, and a critical-path schedule for the completion of the Landlord's Improvements, showing the work of all trades and equipment installations

2.1.8. **Project Status Reports**
The landlord shall keep the Rhode Island Department of Administration informed as to the status of construction, production, delivery, installation and completion schedules for all material, equipment, and furnishing on a weekly basis. The vendor shall be responsible to maintain and distribute written minutes associated with such project meetings.

2.1.9. **Work in Occupied Areas**: If the Landlord's Improvements are to be carried out in Premises that will be occupied in whole or in part by the User Agency during the work, Landlord must isolate the occupied areas from the construction areas with appropriate temporary, air-tight physical barriers and must schedule construction activities that are likely to disrupt the User Agency's operations for times after the Hours of Operation. Before commencing work, Landlord must submit a work plan to Tenant's Representative for review and approval identifying proposed measures to prevent migration of construction-generated pollutants to occupied areas and to ensure the continuity of the User Agency's ongoing operations.

2.2. **Walls**: Walls must be located as shown on approved Working Drawings. The standard wall is assumed to be 5/8" gypsum wallboard (GWB) on metal studding, spacing as recommended by manufacturer of metal

studding. Other materials, including pre-finished wall systems, providing similar acoustics, durability, and physical appearance are acceptable.

To limit the production of dust and construction debris, RIDOA encourages the use to the greatest extent possible of pre-finished, demountable wall systems that provide the same durability, acoustical performance, and physical appearance as the conventional 5/8" gypsum wallboard (GWB) on metal studding assembly. For all new wall construction, Landlord must offset electrical outlets and similar openings. Landlord must provide and install 2" x 6" wood blocking as required for support of all wall-mounted elements. Landlord must refinish existing walls to match new partitions. All surfaces must be clean and smooth, and existing walls and/or partitions to be incorporated into the Premises must be prepared to receive the new finish specified.

RIDOA uses sound transmission coefficient (STC) ratings to specify minimum acoustical requirements. A specific STC rating may be achieved by a number of different construction assemblies, as published by several organizations including the Gypsum Association.

2.2.1. **Demising Wall**: Demising walls separating the proposed Premises from other tenants and Building common areas must meet code requirements for fire separation. Demising walls must extend tight to the structural ceiling, meet an STC rating of 45 or better, and be finished to match adjacent walls. A suggested assembly consists of 3 5/8" 25-gauge metal studs and tracks, fastened securely to floor and structural ceiling (and a row of horizontal stiffeners at midpoint of wall where required), with one layer Type X 5/8" GWB on each side with taped and finished joints with a three-coat system below acoustical ceilings and a one-coat system above the ceiling. Landlord must apply acoustical sealant at bottom and top and at all penetrations, and provide and install sound attenuating blanket between studs.

2.2.2. **Full-Height Partition**: Landlord must provide and install full-height partitions as indicated on the Space Allocation and Finish Schedule in § B-2. Full-height partitions must achieve an STC rating of 40 or better. A suggested assembly consists of 3 5/8" 25-gauge metal studs and tracks with one layer 5/8" GWB on each side extending six inches above the acoustical tile with taped and finished joints with a three-coat system below acoustical ceilings and a one-coat system above the ceiling. Landlord must fasten tracks directly to floor and structural ceiling or install angle bracing from the structural ceiling to top of track to provide a rigid assembly.

RIDOA encourages the use of pre-finished, demountable wall systems that provide the same durability, acoustical performance, and physical appearance.

2.3. **Doors**: Doors and frames must match the acoustical, fire code, and/or security qualities of the surrounding walls. Dimensions and locations of doors and hardware must comply with all applicable accessibility requirements. Where required by code, Landlord must provide and install UL labeled fire-rated metal doors and frames. Door/frame finish must consist of either one coat sealer/primer and two coats semi-gloss enamel, up to three colors selected by the User Agency, or two coats polyurethane, with or without stain. New doors must not contain particleboard components made with urea-formaldehyde binders. All existing doors and frames that will remain are to be prepared to receive new finishes.

2.3.1. **Tenant Entry Doors**: Landlord must provide and install 1 3/4" thick x 3'-0" wide x 6'-8" to 7'-0" high, 16-gauge metal or solid core wood doors with hardwood stain grade veneer in 16-gauge welded steel frames. Landlord must add 18" x 6'-8" to 7'-0" high, tempered glass sidelight in metal or wood frame adjacent to door; actual size to be confirmed during final design.

2.3.2. **Standard Interior Door and Frame**: Landlord must provide and install 1 3/4" thick x 3'-0" wide x 6'-8" to 7'-0" high solid core wood flush doors with hardwood stain grade veneer in extruded aluminum or 16 gauge steel frames, knock-down construction, with 5/8" deep stops, with factory-applied transparent finish or with factory-applied primer to receive two coats of compatible paint finish on-site.

2.3.2.1. **Sidelight**: Landlord must add one 18" wide X 6'-8" to 7'-0" high tempered glass sidelight in matching frame next to each door of all offices, meeting rooms, training rooms, interview rooms, and conference rooms.

2.3.2.2. **Vision Panel**: Landlord must add door manufacturer's standard glass vision panel, approximately 9" wide x 30" high located at eye level on the latch side of the door for all passageways and equipment rooms such as mail rooms, storage rooms, file rooms, MDF and IDF rooms.

2.3.3. **Client Room Door**: Landlord must provide and install in the Client Room one 1 3/4" thick x 3' wide x 6'-8" to 7'high, 16-gauge metal or solid core wood door with hardwood stain grade veneer and 1 16-gauge welded steel frame. Landlord must add an

18" to 36" by 6'-8" to 7'-0" high, tempered glass sidelight in a metal or wood frame adjacent to the door; exact size to be determined by the User Agency during final design.

2.3.4. **Interior Glass and Glazing**: All interior glass and glazing is to conform to Rhode Island State Building Code with attention to the Specific Hazardous Locations provisions.

2.3.4.1. **Privacy Film**: Landlord must provide and install privacy film on the interior face of all glass sidelights, with pattern, size, and height to be confirmed by the User Agency during the design phase.

2.4. Hardware

2.4.1. **Standard Hardware Package**: On standard interior doors, Landlord must provide and install Grade 2 hardware package including 1½ pair non-rising pin butt hinges; latchset with lever handles; silencers; floor or wall-mounted door stops 5/8" deep. Latchsets are to be Arrow, Best or Schlage only. All hardware must be stainless steel with commercial grade US32D satin finish. Landlord must provide and install one coat hook on the inside face of each office door.

2.4.2. **Locks**: Landlord must provide and install cylinder lockset using interchangeable core cylinders to allow immediate re-keying of lock, keyed to the User Agency master, at all storage and equipment rooms, tenant entry doors.

2.4.3. **Heavy-Duty Hardware Package**: Landlord must provide and install heavy-duty Grade 1 hardware including ball bearing hinges, cylinder lockset, and deadbolt with minimum 1" throw and concealed hardened steel roller. Latchsets are to be Arrow, Best or Schlage only. Landlord must provide and install turnpiece on inside face of door. Landlord must install closers and panic bars as required by code.

2.4.4. **Remote Door Release**: Landlord must provide and install, at the door leading from the reception waiting area to the office area, an electronic strikeplate, powered and wired to the reception desk and/or other locations designated by the User Agency.

2.4.5. **Agency Master**: Landlord must provide and install interchangeable core cylinders not keyed to the building master.

2.4.6. **Door Closer**: Landlord must provide and install a Grade 2 door closer on the Staff Support Room door.

2.5. **Finishes and Specialties**: The following finishes and specialties are minimum standards; all finishes are subject to approval. New finishes must be chosen from manufacturers' open stock to allow proper matching.

2.5.1. **Ceilings**: Ceilings may be new or existing acoustical tile systems, or exposed ceilings may be acceptable in historic renovations, subject to RIDOA's approval, if utilities are organized and the visual appearance is pleasing. For new installation, Landlord must provide and install an acoustical tile ceiling system consisting of 2' x 2' x 5/8" or 2' x 4' x 5/8" lay-in panels in a lay-in suspension system. New ceiling tiles must contain post-consumer recycled material and must not contain formaldehyde or vinyl facing. Ceilings must be at least 8 feet and no more than 11 feet from the floor. All piping must be concealed in hung ceiling. If the existing system is to be reused, it must be level and meet standards of new construction. Landlord must remove all soiled or damaged ceiling tiles and replace to match finish, pattern, and color of surrounding tiles. Landlord must replace bent or otherwise damaged grid members.

2.5.2. **Floors**: Floor finishes for all rooms/areas are specified on the Finish Schedule in § B-3, and must comply with all applicable accessibility requirements with regard to floor materials, door threshold, carpeting height, and anchoring details. All floors must be level and smooth before laying down agency floor finishes.
NOTE: *Load limits on all floors must withstand current building code minimum loads for all functions with the exception of records/file rooms. For such records/file rooms, a load limit rating of at least 250 pounds per square foot (PSF) will be required.*

2.5.2.1. **Carpet Tile and Straight Base**: Except where otherwise indicated on the Finish Schedule in § B-3, Landlord must provide and install solution dyed stain-resistant carpet tile with minimum pile thickness of .101 inch, minimum pile density of 6,000 ounces per cubic yard, and minimum weight density of 100,000 ounces per cubic yard. Carpet tile must have a minimum ten-year guarantee, anti-static warranty, and a Green Label or Green Label Plus certification from the Carpet and Rug Institute Indoor Air Quality Test Program. Where adhesive use is required, Landlord must use water-based or low resin adhesives that meet the Green Label or Green Label Plus certification and must adjust maintenance procedures to ensure durability of

resins, as per manufacturer's recommendations. Landlord must provide and install 4" rubber or wood straight wall base.

2.5.2.2. **Resilient Tile Flooring and Cove Rubber Base**: In areas indicated on the Finish Schedule in § B-3, Landlord must provide and install 2.5 mm thick commercial-grade linoleum tile flooring. Landlord must install 4" cove rubber base along all walls.

2.5.3. **Wall Finish**

2.5.3.1. **Paint**: Landlord must provide and install one coat of appropriate primer/sealer and two coats of egg-shell or semi-gloss latex paint; up to three colors, selected by the User Agency. All painted and sealed surfaces must be lightly sanded between coats to give a clean smooth finish. All paints must be of low-or no-VOC content and meet current Green Seal or Greenguard standards for interior coatings.

2.5.4. **Specialties**

2.5.4.1. **Signage**: Landlord must provide and install a User Agency signage system that includes all room numbers and room names (e.g., conference, storage, etc.) with changeable inserts or applied dye-cut vinyl letters. Landlord must provide and install directories at main entrance(s) and each floor of multi-story buildings to allow visitors to easily find their way to the leased Premises. In buildings occupied solely by the State of Rhode Island, Landlord must provide and install exterior sign(s) indicating the State of Rhode Island, the User Agency name(s), street address, and town. Landlord must provide and install signs to meet all applicable accessibility requirements.

2.5.4.2. **Window Coverings**: Landlord must provide and install window coverings that allow transmission of visible light, such as polyester screencloth with UV resistance, and that have anti-fungi and anti-bacterial characteristics. The type and color are to be selected by the User Agency.

2.6. **Plumbing**

2.6.1. **Plumbing for Staff Support Room:** Landlord must provide and install an ADA-compliant double-basin stainless steel sink with 33" x 22" x 6" minimum overall dimensions in the counter of the Staff Support Rooms.

2.7. **Heating, Ventilation and Air Conditioning (HVAC)**: RIDOA encourages the installation of high efficiency heating and cooling equipment and installation of an energy management system.

2.7.1. **Certification**: Before the Premises are deemed available for occupancy, Landlord must furnish the following certifications:

- a registered engineer's certification that the Building HVAC systems as designed and constructed will satisfy the requirements of the Lease
- a registered engineer's certification that air distribution is properly balanced in accordance with the design intent as set forth in the RFP specifications and the relevant drawings, along with a copy of the supporting balancing report

Any deficiencies must be corrected by Landlord at Landlord's sole expense.

2.7.2. **Heating and Air Conditioning System**: The distribution systems must be designed to maintain the temperature throughout the Premises within 70° and 74° Fahrenheit in the wintertime and within 72° and 76° Fahrenheit in the summertime. HVAC sound levels are not to exceed a noise criterion (NC) number of 35. In the MDF and IDF rooms, the temperature must be maintained at no more than 68° Fahrenheit 24/7.

2.7.3. **Ventilation**: Office areas, restrooms, conference rooms, staff support areas and special equipment rooms must be ventilated in compliance with the more restrictive requirements of the latest versions of the Rhode Island State Building Code, the Building Officials & Code Administrators International, Inc. (BOCA) National Mechanical Code or the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) standards. Ventilation equipment must be installed and maintained in accordance with the manufacturer's recommendations.

Landlord must take precautions to prevent foreign matter from getting into equipment and ductwork during construction. All new ductwork must be cleaned of foreign matter and flushed out before

the system is placed into service, and Landlord must clean all existing supply air, return air, and exhaust air ductwork systems identified to remain. Landlord must install temporary filters in all air handling units and at each return air grill when operating the system during construction. Landlord must replace these filters as needed during construction, and must install new filters in all equipment immediately prior to occupancy by Tenant.

2.7.4. **Zone Control and Thermostats**: Landlord must provide and install one thermostat or temperature control per zone. The zones must be delineated based on the types of space, the types of use, and the activities and hours of operation of the User Agency. Areas of disparate heat gain and heat loss (i.e. areas located alongside exterior windows or walls vs. areas that are not bound by exterior windows or walls, conference rooms, training rooms, equipment rooms, etc.) must be zoned separately.

Premises must be zoned separately from other Building areas and must be controlled by thermostats that are located solely within the Premises. All thermostats must be tamperproof.

2.7.5. **CO_2 Sensors and Air Exhaust Fans**: Landlord must provide and install a CO_2 sensor and an associated air exhaust fan in each room with an area of 300 square feet or more under the category of Meeting Area.

2.7.6. **Carbon Monoxide Detectors**: Landlord must install, maintain, and service carbon monoxide detectors throughout the Premises for all buildings that rely on the combustion of fossil fuel as a source of energy for the HVAC system, for hot water, or for any other purpose, or for buildings connected to parking garages or to areas used for the storage of vehicles or equipment that use fossil fuel. The detectors must be hard-wired units with battery back-up, meet UL standard 2034, and be installed in accordance with the manufacturer's recommendations. Landlord must install at least one detector per 3,000 square feet or portion thereof. The detectors must be installed in open areas with no barriers to airflow. Landlord must replace batteries in each detector as needed, but not less than once a year.

2.8. **Electrical**: Landlord must provide and install an electrical system that is complete, tested, and ready for operation for both power and lighting distribution. All conduit, wiring, electrical equipment, and fixtures must be installed and grounded in accordance with the latest rules and regulations of the National and Rhode Island Electrical and Building

Codes, the requirements of the utility company, and the local electrical inspection department.

2.8.1. **Service**: Electrical service must be of sufficient capacity (277/480 volts or 120/208 volts) to provide adequate power for the Building electrical equipment and the power required to operate all equipment of the User Agency described in § B. Except for main distribution switchboard in multi-tenant buildings, power panels must not be shared with other tenants. Landlord must provide and install panel(s) for lighting branch circuits independent from panel(s) supplying receptacles and power-operated equipment in all tenant spaces above 6,000 square feet. All power and lighting panels must have bolt-on type circuit breakers, a door with lock and key, and must include a typewritten directory on the inside of the door. Landlord must allow 4 watts per square foot for receptacles and lighting, and provide and install one spare circuit for every five active circuits, based on the recommendations of the National Electrical Code.

2.8.2. **Wiring**: All wire must be copper. The size of feeders must be determined by connected loads and be of adequate size to comply with code-required voltage-drop limitations. Wiring must be installed in raceways such as EMT or in rigid steel conduit. Type NM (romex) may not be used where the ceiling is used as a plenum. MC (metal-clad) cable may be used above hung ceilings and in partitions. Where building conditions do not permit concealment of wiring, Landlord must use surface metal raceways, such as Plugmold or Wiremold. Landlord must make final connections to motors with seal-tite type conduit and fittings. Independent grounds for computer outlets must be insulated copper wire; metal raceways must not be used as a ground.

2.8.3. **Outlets**: Landlord must provide and install 20-amp, 120-volt floor or wall-mounted duplex outlets with independent ground as follows: two per workstation and one per 75 square feet of open office area; two in each enclosed office or room of 100 square feet or less; and in each enclosed office or room in excess of 100 square feet, one duplex outlet for every additional 120 square feet or fraction thereof. Plugmold may be installed at transaction counters, one duplex outlet per position. Power poles (one per 600 square feet) may be used to provide power to the outlets. Landlord must not connect more than eight standard duplex receptacles per circuit. Landlord must not connect more than the equivalent of one circuit for every two modular workstations, if applicable.

In all Staff Support Rooms described in § 2.9 Assemblies and Architectural Woodwork and indicated on the Space Allocation and Finish Schedule in § B-2, Landlord must provide and install two wall-mounted, three-pronged, ground fault outlets above the counter, and the number of 20-amp, 120-volt outlets necessary to power the Landlord supplied refrigerator, microwave oven, H_2O point of use, and/or vending machines within the Staff Support Room.

2.8.4. Lighting and Switches

All fixtures must be compatible with the ceiling system and must be installed flush with the normal ceiling surface. Lighting fixtures must be spaced to maintain a uniform lighting level of 50-foot candles at desk-top height, above desks, in individual offices and modular workstations in the open areas. The lighting level in circulation areas, storage rooms, and conference rooms may be lower and follow the guidelines of the Illuminating Engineering Society of North America (IESNA).

For all new installations, all fixtures must be listed recessed 2' x 2' or 2' x 4' energy-efficient fixtures with Super T-8 or T-5 fluorescent lamps, energy-saving electronic ballasts, and acrylic or parabolic lenses.

For existing installations where light fixtures are being re-used or are being retrofitted for re-use, all fixtures must, at a minimum, be listed 2' x 2' or 2' x 4' energy-efficient fixtures with fluorescent lamps, energy-saving electronic ballasts, and 1" silver-finish paracube or parabolic lenses.

Light fixtures in conference rooms measuring 300 square feet or more must be dimmable.

Landlord must provide and install one single pole lighting switch per enclosed room and per 600 square feet of open floor area. Divisible spaces and areas with more than one access point must have three-way or four-way switching. All switches must be located adjacent to the entrance door(s) of each space. All lighting switches must be equipped with occupancy-sensor devices and must be linked to an energy-management system (EMS). The overall operation of the system should meet the latest energy code. In all Entry Areas, Landlord must provide and install locked panels to prevent tampering.

2.8.5 **Data Cabling**

In the event that the data cabling is terminated in an Intermediate Distribution Facility (IDF) instead of one Main Distribution Facility (MDF) , one backbone will be required, consisting of twelve strand multimode fiber. The fiber will home run from the MDF to each of the IDF's as well as between the IDF's on each floor. All fiber must be in orange Innerduct. All fiber must be terminated on to rack mounted patch panels using SC type connectors. The landlord must provide all electrical and data feeds/connections ("whips") to workstations/offices. All data and telecommunication runs shall be to each workstation/office and be flush-mounted in the base of the panel. The landlord must provide qualified, licensed professionals to make such connections.

- Cables will originate from either the MDF or an IDF on the respective floor. All cabling will be CAT 6 four (4) twisted pair, 24 AWG PVC or plenum-rated (as required by code). Cabling will be home-run from each workstation/office location. Workstation/office will be terminated in flush mount RJ45 dual jacks. MDF/IDF will be terminated with EIA568B patch panels.

- A total of eighteen **(18)** locations are to be installed. The locations are to be provided by the tenant. **(1 Private Offices // 14 Workstations // 2 Conference Rooms / 1 Reception Desk Area)**

- Each office/workstation location is to be wired with 2 data and 1 voice drop, unless otherwise indicated by the tenant.

- Additional voice and/or data jacks are to be installed as needed for fax machines and printers at locations indicated by the tenant.

- All wiring must be CAT 6. Data wiring is to be blue cable and voice is to be white.

- All data and voice jacks must be Molex brand.

- All voice station cables are to be terminated in the phone/network room on 110 termination blocks.

- All data cables are to be terminated in CAT 6 patch panels.

- Data and voice cables are to be appropriately labeled, using D to indicate data and V to indicate voice.

- One equipment rack is to be provided and installed. Patch panels are to be mounted in the top of the rack. The State of Rhode Island will install needed router and switches below.

- The State of Rhode Island will install appropriate racks containing the telephone system equipment. The landlord will secure this rack(s) to the floor.

- All patch panels for MDF and IDF's must be mounted in nineteen inch free standing racks. Also to be included with each rack is one rack mounted power strip with surge suppression.

- One double duplex 120 volt, 20 amp isolated ground electrical circuit must be installed in each IDF.

- All racks must be installed and properly grounded.

- Wire management panels and rings must be installed to maintain a neat and orderly cable system.

- All cable to be pulled to specified locations must use a route that minimizes excess cable and permits future cable to follow the same path.

- Cable runs must not exceed three hundred feet and should be routed along common areas and hallways whenever possible.

- All cable runs must maintain the clearances listed below from all EMI/RFI sources.

Minimal EMI/RFI Rejection Distances

Up to 2KVA power lines	5"
2 to 5KVA & florescent lights	12"
>5KVA power lines and panels	36"
Motors and transformers	40"

- At no time shall the cable be permitted to rest on any suspended ceiling. A minimum of 6" clearance must be maintained above any ceiling.

- Cables must not be attached to electrical conduit, pipes of other types of communications or low voltage cables.

- Along the entire cable route the cable shall be attached to the building in such a way as to offer support and neat appearance. Between supports the cable is to be neatly tie-wrapped. The maximum distance between ties is not to exceed 5' and care is to be taken so as not to wrap the cables too tightly so as to compromise the integrity of the CAT 6 cables.

- At no time is the cable to be bent tightly around corners or bends. The minimum bend radius for the cable type being used must be maintained.

- All local and state wiring and fire codes must be adhered to.

- All cables must be clearly labeled at each end on jacket, RJ45 jacks and at patch panels in an agreed upon fashion.

- The contractor has the responsibility for installing all raceway and wall boxes.

- All necessary drilling is the responsibility of the contractor.

- Contractor and all technicians must be licensed with the State of Rhode Island Board of Telecommunications Systems Contractors, Technicians and Installers.

- All data drops are to be tested to insure 100% compliance with CAT 6 1000 MBPS standards on all conductors and pairs. Any conductors or pairs found to be faulty shall be repaired or replaced at the contractors expense. Test results of data circuits are to be provided to the state in both hard copy and disk form.

2.8.6 **Voice Telecommunication Wiring Specifications**

- All voice cabling will be a minimum of CAT 6 four (4) pair twisted, 24 AWG PVC or plenum-rated (as required by code). Cables will originate from either the MDF or an IDF on the respective floor and be home-run to each workstation/office location. Cables will be terminated on 110 type termination blocks on the IDF and MDF.

- Cables within work stations/offices shall terminate in RJ45 jacks. For workstations, terminations shall be in standard labeled dual RJ45 amp flush mounted plate. For offices, termination shall be in flush-mounted RJ45 jacks mounted in labeled outlet boxes.

- All voice wiring will be individually identified and labeled on both ends and shall be splice-free. All runs shall be within walls or from the ceiling below and provide floor mounted connections for workstations.

- In the event that the voice cabling is terminated in an IDF instead of the MDF due to distance limitation or that the MDF is on a different floor, you must provide riser cables on a one-to-one pair basis from the IDF (s) to the main MDF in the telephone equipment room. This cable must be CAT 6.

- Wire management panels and rings must be installed to maintain a neat and orderly cable system.

- All cable to be pulled to specified locations must use a route that minimizes excess cable and permits future cable to follow the same path.

- Cable runs must not exceed three hundred feet and should be routed along common areas and hallways whenever possible.

- All cable runs must maintain the clearances listed below from all EMI/RFI sources:

MINIMAL EMI/RFI REJECTION DISTANCES

Up to 2KVA power lines	05"
2 to SKVA & florescent lights	12"
>5KVA power lines and panels	36"
Motors and transformers	40"

- At no time shall the cable be permitted to rest on any suspended ceiling. A minimum of 6" clearance must be maintained above any ceiling.

- Cables must not be attached to electrical conduit, pipes of other types of communications or low voltage cables.

- Along the entire cable route the cable shall be attached to the building in such a way as to offer support and neat appearance. Between supports the cable is to be neatly tie-wrapped.

- At no time is the cable to be bent tightly around corners or bends. The minimum bend radius for the cable type being used must be maintained.

- All local and state wiring and fire codes must be adhered to.

- All cables must be clearly labeled at each end on jacket, RJ45 jacks and at patch panels in an agreed upon fashion.

- The contractor has the responsibility for installing all raceway and wall boxes.

- All necessary drilling is the responsibility of the contractor.

- Contractor and all technicians must be licensed with the State of Rhode Island Board of Telecommunications Systems Contractors, Technicians and Installers.

2.8.7 **Cable Testing**

Twisted pair cables should be tested for opens, shorts, crossed pairs, properly terminated connections, impedance, near & far end cross-talk, and cable lengths.

Category 6 testing: Each jack in each outlet shall be tested for Category 6, TSB 67 compliance, using an appropriate Level 2 testing instrument, to verify both the integrity of all conductors and correctness of the termination sequence. Testing shall be performed between modular jacks at the outlets and the modular jacks at the termination field(s).

All testing specified herein is to be documented. Date, time, technician, test set identifier and for Category 6 level 2 tests, the technician and the witness are to be logged. The test log file is one of the deliverables required for acceptance and job completion certification. The log file will be presented in a 3-ring binder submitted with the as-built drawings. Tests will include 1000 MHz sweep tests, continuity, polarity checks, Near End Cross Talk, and attenuation and Installed length for all cables will be

noted. The table shall indicate all defective pairs and test results of all pairs listed above. Cables not complying with the EIA/TIA 568B Category tests for 100 MBPS rating or passing TSB 67 test guidelines, shall be identified to the Project Manager for corrective action which may include replacement at no additional expense to the customer.

2.8.8 **Cable Documentation**

The successful bidder must establish cable records during the installation. These records will, at a minimum, correlate station location number, IDF, horizontal and/or riser distribution cable number, and cross-wire pairs. A clean, legible copy of these records must be submitted upon project completions. A diskette record using an Excel ® or mutually agreed upon format will also be submitted upon project completion.

The successful bidder must present three (3) complete sets of as-built drawings following project completion. These drawings will, at a minimum, show the location and type of all closets, distributing cable runs, and outlets.

As-built plans of all drawings are to be provided in both hard and soft copy formats. Format to be mutually agreed upon by Vendor and Customer.

Testing documentation should include all information necessary to replicate tests at a future date.

2.8.9 **Main Distribution Frame (MDF)**:

Landlord must provide and install dedicated power to the MDF, as well as any electrical adapters or receptacles required to operate the User Agency's voice, data, and security-system equipment in accordance with the most recent edition of the Electrical Code. The electrical panels serving the MDF must be located in the MDF.

In addition to general lighting, Landlord must install two emergency power failure lights, and six convenience outlets.

Landlord must equip the MDF with the following:

- hand-held fire extinguishers at locations and in the amount indicated by codes
- a protective cage on each sprinkler head

- a smoke-detection system linked to the Building fire alarm system
- a water-detection system linked to the security system monitoring service
- an ambient-temperature and humidity-monitoring system linked to the security system monitoring service
- a dedicated air-conditioning system designed to maintain the following environmental conditions 24/7 at full load heat dissipation: ambient temperature of not more than 70 degrees Fahrenheit and relative humidity of 30% to 50%. Landlord's design professionals must survey the User Agency's equipment to be housed in the MDF and must design an air-conditioning system sufficient for the equipment, plus a 30% load increase
- approximately 12'-0" x 8'-0" of off-set wall-mounted studded 3/4" fire-retardant treated plywood backboards
- a 12"-wide ceiling-mounted cable-tray system (assume 1.5 times the perimeter of the room) and a minimum of 4 linear feet of ladder racks for installation of the User Agency's equipment
- a comprehensive grounding system for all electric circuits, cabinets, devices, battery racks, and non-current-carrying metallic parts, in compliance with the most recent edition of the Electrical Code

The MDF must be kept free of dust, and no radio frequency interference (RFI) or electromagnetic interference (EMI) producing equipment may be located in the MDF.

The MDF must be centrally located within the User Agency's Premises. During the design phase, Landlord's design professionals must survey the User Agency's equipment to be housed in the MDF and must confirm that the proposed lay out of the User Agency's equipment, including a 30% growth factor, and the Landlord's air-conditioning equipment does not exceed the structural capacity of the floor in the MDF.

2.8.10. **Security System**

2.8.10.1. **Intrusion Alarm**: Landlord must provide and install an intrusion alarm system to serve the Premises. This system must, at a minimum, include motion detection, and contact alarms for all doors and operable windows, all of which must be connected to a security monitoring service staffed 24/7 to alert Landlord's property manager, and User

Agency. The system must be approved by the User Agency before Landlord installs the system.

2.9 **Assemblies and Architectural Woodwork:**
All work under this section must conform to RIAAB recommendations. Landlord must follow AWI custom grade standards for quality of construction and materials; scribe all work to fit; and provide all hardware (i.e., hinges, pull catches, standards and brackets) as required for a complete facility. The finish must consist of either one coat sealer/primer and two coats semi-gloss enamel, up to three colors selected by the User Agency, or two coats polyurethane, with or without stain. High-pressure, general purpose-type laminate, class 1 must be used throughout. Horizontal surfaces must be .028" thick, color to be selected by the User Agency. All boards having an exposed surface of plastic laminate must have a .050" thick plastic laminate backing type M or type S applied to the opposite side of the backing material. Landlord must provide and install backsplashes scribed to fit at all installations. All underlying stock for casework must be water-resistant, particle board.

2.9.1. **Counter and Cabinetry in Staff Support Rooms:** Landlord must provide and install a plastic laminate countertop 24" wide x 8' long with a 4" high continuous backsplash, and base and overhead cabinets with surface-mounted doors in all Staff Support Areas identified on the Space Allocation and Finish Schedule in § B-2.

The assemblies must meet all requirements for accessibility for the disabled, and Landlord must coordinate the design and installation of the counter and cabinetry with the installation of the sink and electrical outlets respectively described in § 2.6 Plumbing and in § 2.8 Electrical.

2.9.2. **Public and Employee Restrooms**: Landlord must provide and install separate restroom facilities for the general public and employees. All restrooms must meet all applicable accessibility requirements. In all restrooms, a ceramic tile floor and 41-01 tile wainscoting shall be provided. All ceramic tile flooring and base shall be thin-set with dry-set mortar and commercial grout. Ceramic tile walls and base shall be thin-set with a dry-set mortar and dry-set grout. Ceramic floor tile must be in slip resistant unit with 7.5% abrasive grain by weight. Toilet partitions shall be baked enamel with matching hardware and accessories. The total number of fixtures will be based the code requirements for the use

and occupancy of the space. Landlord must build-out each restroom with the following finish and accessories:

Womens Restroom

- Water closets with 4' high ceramic tile wet walls;
- Hand sinks with 4' high ceramic tile wet walls;
- Ceramic tile flooring;
- Mirrors above the sink;
- Restroom accessories including but not limited to grab bars, paper towel dispenser, waste basket, and soap dispenser;

Mens Restroom

- Water closets with 4" high ceramic tile
- Urinals
- Ceramic tile flooring
- Hand sinks with 4" high ceramic tile wet walls
- Mirrors above the sink
- Restroom accessories including but not limited to grab bars, paper towel dispenser, waste basket, and soap dispenser.

All restroom finishes must be approved by Tenant during the design phase.

TESTING AND INSPECTIONS

The offeror must submit the following:

1. Radon test results for all masonry buildings and building space located below ground level.
2. Lead, air and water tests.
3. Asbestos investigation report.
4. Statement there is no toxic waste buried or located on site.
5. Statement or report from a Rhode Island Registered Engineer as to the structural condition of the building.

All tests and reports shall be at the proposed landlord's expense. And it shall be at the landlord's cost to correct any deficiencies in order to maintain acceptable local, State and/or Federal Standards.

SCHEDULE B-3

TYPE OF ROOM	PARTITIONS	FLOOR COVERING	OPTIONAL SPECIFICATIONS
Offices	Full	CPT	SECURE/LOCK
Conference Rooms	Full	CPT	
Professional Staff	Low	CPT	
Administrative Staff	Low	CPT	
Support Staff	Low	CPT	
Files/Record Storage	Full	VCT	SECURE/LOCK
Secure Active Files	Low	CPT	
Supply Room	Full	VCT	SECURE/LOCK, SHELVING
Fax & Printers	Open	CPT	
Copier/Mail Room	Full	VCT	
Telecommunications / Data Room	Full	VCT	SECURE/LOCK
Staff Support	Full	VCT	COUNTER/SINK/OUTLETS
Reception	Open	CPT	RECEPTION COUNTER

Full: Office or room with full height partitions and door

Low: Open-area workstation or support area with low partition

Open: Open area with no partitions

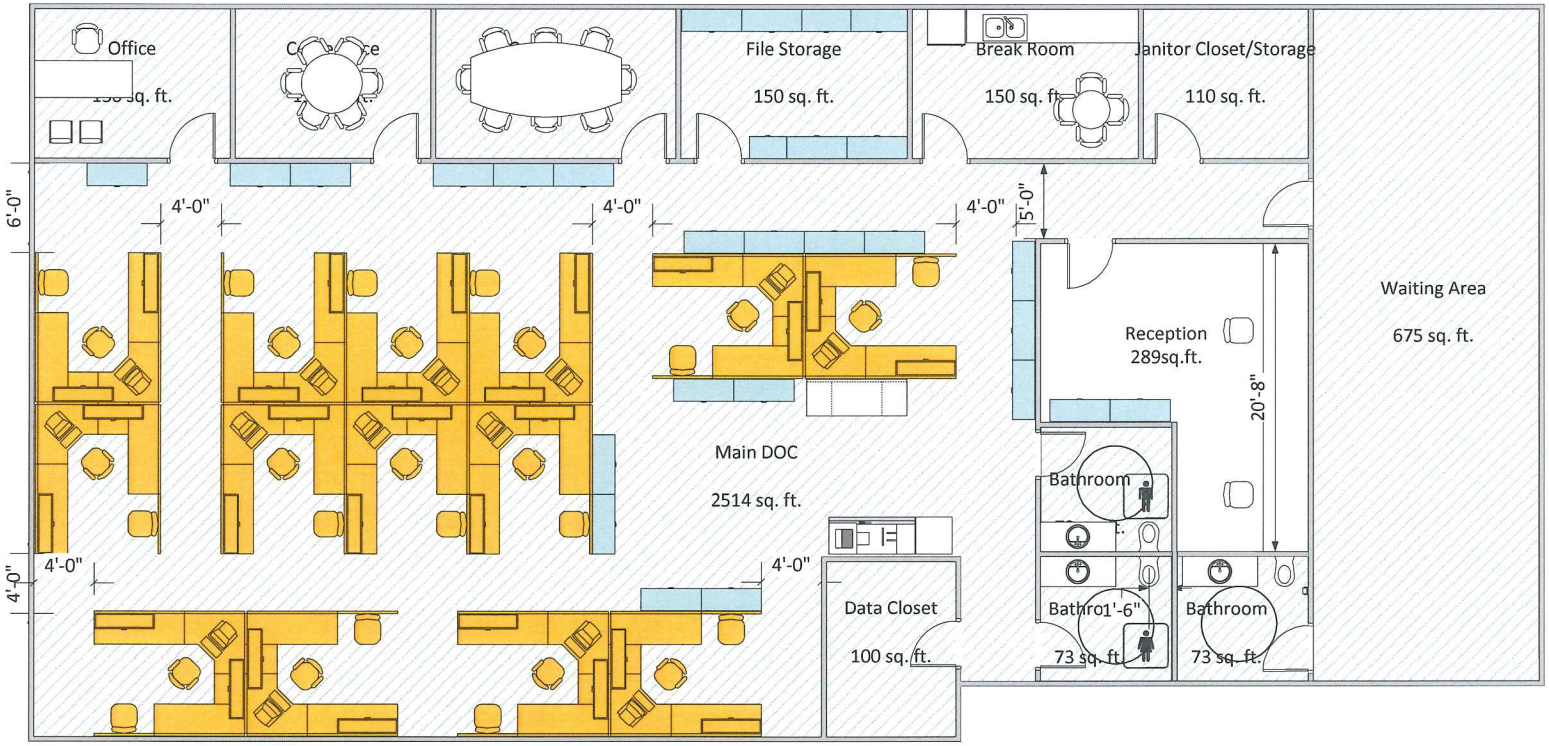
CPT: Carpet

VCT: Vinyl Composition Tile

SECTION C

ATTACHMENT C-1

CONCEPTUAL FLOOR PLAN



Total Sq. Ft. 4,627

SECTION C

ATTACHMENT C-2

STATE OF RHODE ISLAND

LEASE AGREEMENT

LEASE AGREEMENT

BY AND BETWEEN

("LANDLORD")

AND

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ACTING BY AND THROUGH

("TENANT")

FOR PREMISES LOCATED AT

_____

DATED: , 2014

LEASE AGREEMENT

INTRODUCTION

THIS LEASE is made as this ___ day of _____, 2014 by and between (the "**Landlord**") and the State of Rhode Island and Providence Plantations acting through the (the "**Tenant**").

RECITALS

WHEREAS, Landlord is the owner of the Land and Building upon which the Leased Premises are located; and

WHEREAS, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Lease Premises from Landlord upon the terms and conditions set forth herein;

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions and Construction

For the purposes of this Lease and in addition to the words and phrases otherwise defined herein, the following words and phrases are defined as set forth below:

Applicable Rules and Regulations: The statutes of the state of Rhode Island and all rules and regulations of the state of Rhode Island including those promulgated by the State Properties Committee and the Division of Purchases of the Department of Administration, all as the same may be amended from time-to-time.

Base Tax Year: The first full calendar year following the Commencement Date.

Building: the building located on the Land and within which the Leased Premises are situated.

Commencement Date:

Land: that lot or parcel of land on which the Building is located, more particularly described on Exhibit A attached hereto.

Lease Delivery Date:

Leased Premises: square feet located on the second floor of the Building located at, R.I. as detailed on the floor plans attached hereto as Exhibit B.

Lease Year: A 12 month period ending on the last day of the month containing an anniversary of the Commencement Date.

Parking Spaces: _____ spaces

Permitted Use: The Leased Premises shall be used for office and purposes ancillary thereto and such other activities not inconsistent with applicable law.

Person: refers to partnerships (including limited partnerships), corporations, limited liability companies, trusts and other legal entities, as well as natural persons.

Property Taxes: All municipal real property taxes and other assessments payable by Landlord with respect to the Building and the Land.

Rent: The annual rent during the term of this Lease will be as follows:

Annual Rent: $ **Monthly Rent:** $

Rentable Square Feet in the Building:

Rentable Square Feet in the Leased Premises:

Tenant's Proportionate Share: Rentable Square Feet in the Building divided by Rentable Square Feet in the Leased Premises

Tenant's Trade Fixtures means machinery, equipment and other items of personal property owned by the Tenant and especially designed or fitted for use of its activities which will not be affixed or incorporated into the Leased Premises in such a manner that their removal will cause substantial damage to the structure of the Building.

Term: Ten (5) years beginning on the 1st day of _____, 2014 and terminating on the 31st day of _____, 2018; Tenant shall have the option to extend the Term for _____ upon delivering notice to Landlord of its intent to exercise such option within 90 days of the expiration of the initial Term. All option terms must receive prior approved by the State Properties Committee and the Rhode Island General Assembly.

2. Lease; Fire Safety Inspection.

Landlord demises and leases to Tenant and Tenant leases and takes from Landlord the Leased Premises for and during the Term and otherwise on the on the terms and conditions set forth herein. Prior to the Commencement Date, the State Fire Marshal or his designee shall inspect the Leased Premises for compliance with all applicable fire safety codes and regulations. Landlord shall correct any violations of the applicable fire safety codes within thirty (30) days of the Inspection Report, or seek a variance (with the written approval of Tenant) within the time period allowed by the Office of the State Fire Marshall. Should Landlord fail to correct any violations or obtain a suitable variance within the applicable time period, Tenant may terminate this Lease at any time without penalty. Landlord shall compensate the Tenant for any costs associated with termination and relocation.

Renovations and Alterations.

Landlord agrees to undertake at its expense, the renovations and alterations to the Demised Premises more fully described in the Landlord/Tenant Work Letter attached hereto as Exhibit C (the "**Renovations and Alterations**"). All "change orders" (as defined below) must be approved by the _____. The Renovations and Alterations to the Leased Premises are to be "substantially completed" (as defined below) by Landlord not later than the Lease Delivery Date. For purposes hereof, (i) the term "change orders" means any alteration, deviation or other change in any manner to the

Renovations and Alterations described on Exhibit C and (ii) the term "substantially completed" means the date of issuance of a permanent certificate of occupancy by the municipal building official for the Leased Premises. Unless otherwise agreed in writing, the Renovations and Alterations will be the property of Landlord.

3. Rent.

Commencing on the Commencement Date Tenant will pay to Landlord the Rent at Landlord's address as set forth in the notice provision of this Lease or to such other address as Landlord may designate by notice to Tenant. Rent will be paid in equal monthly installments, payable and received in advance on the first business day of each month. Rent payable for any partial month will be prorated on a daily basis. Landlord agrees to comply with such invoicing procedures as may reasonably be imposed from time to time by the State of Rhode Island for the payment of rent bills by the State of Rhode Island.

4. Additional Rent

As additional rent, Tenant will pay Tenant's Proportionate Share of increases in Property Taxes in excess of those Property Taxes payable with respect to or during the Base Tax Year. The increases in Property Taxes will be billed to Tenant promptly after the end of each calendar year after the first full calendar year of this Lease and will be payable after receipt by Tenant of proof of payment by the Landlord of the tax bills and appropriate calculations evidencing Tenant's Proportionate Share of the same. In any event, the taxes for any Base Tax Year for purposes hereof shall not be less than the average Property Taxes assessed upon the Building and Land for the first three years after the Commencement Date, without regard to abatement or moratorium or similar reduction. Tenant shall, at its own expense, have the right to audit Landlord's records relating to the determination of Property Taxes and Tenant's Proportionate Share and all related calculations; provided however that if there is a discrepancy in the amount due Landlord hereunder Landlord shall promptly pay for the costs of such audit and refund any excess amounts paid to Landlord hereunder. If after the first three years following the Commencement Date it is determined that Tenant has paid in excess of the additional rent then such amount shall at the option of Tenant be promptly refunded by Landlord or Tenant may setoff such amounts directly against its payment obligations to Landlord hereunder. Landlord shall not assess any costs or apportion any share of costs related to Landlord's efforts to dispute or abate the Property Taxes.

5. Utilities.

Tenant will be responsible for the payment of all charges for electricity and gas servicing the Leased Premises provided that such utilities are separately metered at the time of the Commencement Date. In the event that any utilities are not separately metered at the Commencement Date, Landlord shall pay the full cost of such utilities directly to the provider of the same and Tenant shall have no obligation with respect to the same.

6. Landlord's Tax Compliance.

Landlord shall pay in a prompt and timely manner all Property Taxes and all real estate taxes and assessments on the Land, Building and Leased Premises, and taxes and assessments levied in substitution or supplementation in whole or in part of such taxes, all personal property taxes for the Building's personal property, including license expenses, all taxes imposed on services of Landlord's agents and employees related to the Building, all other taxes, fees or assessments now or hereafter levied by any governmental authority on the Land, Building or its contents or on the operation and use thereof (except as relate to specific tenants) of the Building (collectively, "**Landlord's Taxes**"). Landlord shall immediately notify Tenant in the event that any of Landlord's Taxes are not paid when due. In the event

that Landlord fails to pay any of Landlord's Taxes in a timely manner, Tenant shall have the right to terminate this Lease without penalty or any further liability hereunder. Tenant shall also have the right, but not the obligation, to pay on behalf of Landlord the amount of any Landlord's Taxes directly to the appropriate taxing authority and shall have the right to setoff the amount of such payments directly against its payment obligations to Landlord hereunder.

7. Permitted Use.

Tenant acting through the agency, board or division identified in the introductory paragraph of this Lease, or by such other agency, board or division of Tenant as Tenant may designate by notice to Landlord may use the Leased Premises for any Permitted Use. Tenant's use of the Leased Premises shall be in compliance with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, city and town governments.

8. Repairs, Maintenance and Janitorial Service.

Landlord shall be responsible for and shall bear all of the risk and expense of any and all maintenance, repairs and replacements relating to the Land, Building and Leased Premises. Without limiting the generality of foregoing, Landlord shall at its own expense: (i) keep the sidewalks, curbs, entrances, passageways, lobby, halls, stairways, parking lot (if any) and areas adjoining the Building in a clean and orderly condition, free from snow, ice, rubbish and obstructions; (ii) maintain and make routine and other necessary repairs and replacements to the interior and exterior of Building and the Leased Premises (iii) make plate glass replacements; (iv) be responsible for landscaping the Land, trimming shrubs, leaf removal and lawn cutting; (v) repair, maintain and replace as necessary all Building systems including without limitation all plumbing, electrical, HVAC and elevators (if any); and (vi) make any structural repairs of or replacements to the foundation, walls and roof of the Building and repairs or replacements to any septic/treatment system, the parking lot and mechanical and utility systems on the Building or Leased Premises. Landlord shall also provide, at Landlord's sole cost and expense, janitorial and other services for the Leased Premises as described on Exhibit D.

9. Tenant's Trade Fixtures.

Tenant may install Tenant's Trade Fixtures in the Leased Premises provided that the same will not materially impair or diminish the rental value of the Leased Premises or the Building. Tenant's Trade Fixtures will, notwithstanding the manner of their installation, remain the property of Tenant and may be removed by Tenant upon the termination of this Lease. In the event Tenant elects to remove Tenant's Trade Fixtures, Tenant will repair any damage to the Leased Premises occasioned by such removal. Any of Tenant's Trade Fixtures left on the Leased Premises upon the termination of this Lease, will be deemed to have been abandoned and to be the property of Landlord to dispose of in its sole discretion.

10. Alterations and Improvements.

Tenant may make any alterations or improvements to the Leased Premises with the prior consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed. In the event that Tenant does not remove such alterations and improvements at or prior to the expiration or termination of this Lease, such alterations and renovations will become the property of Landlord.

11. General Representations and Warranties of Landlord

Landlord represents and warrants to Tenant (which representations and warranties shall be deemed continuing representations and warranties throughout the Term and any subsequent time as

Tenant occupies the Leased Premises, or any part thereof) that: (a) Landlord has good and marketable record title to the Land and the Building; (b) Landlord has full and lawful right to enter into this Lease; (c) the use of the Leased Premises by Tenant for the purposes set forth in this Lease will not violate the provisions of any lease, mortgage, agreement, restriction or zoning or building law, code or ordinance in effect and applicable with respect to the Leased Premises; (d) Landlord will not enter into any lease, agreement or other undertaking which will violate or interfere with any of Tenant's rights hereunder; (e) there are no present or pending violations of any applicable public, building or local safety law or regulation with respect to the Premises, or the Building, nor is there any violation of any zoning law, ordinance or regulation or any subdivision, plat, deed or other restriction; (f) all plumbing, heating, air conditioning, electrical equipment and other Building systems are of such design, efficiency and capacity as will insure the comfortable and economic enjoyment of the Leased Premises by Tenant, its servants, agents and invitees, throughout the Term of this Lease and any extension or renewal thereof; (g) the figures constituting the "Rentable Square Feet in the Leased Premises" and the "Rentable Square Feet in the Building" are accurate and correct; (h) the Building is in strict compliance with all appropriate local, state and federal laws, regulations and building codes as the same may be amended form time-to-time, including but not limited to the Americans Disabilities Act of 1991, the Rhode Island State Fire Code and all local, state and federal fire safety codes, the Architectural Barriers Act of 1968, the Rehabilitation Act of 1973, and Rhode Island General Laws Sections 37-8-15 and 38-8-15.1 relating to access for the physically handicapped; and (i) the Building complies with the energy efficiency standards and program requirements of the Statewide Energy Conservation Office and Rhode Island General Laws Section 37-8-17.

12. Landlord's Insurance

Landlord will obtain and pay for commercial general liability insurance insuring Landlord and Tenant against loss from and liability for damages on account of loss or injury suffered by any person or property within or upon the Land and Building, including the Leased Premises, the coverage and protection of such insurance to be not less than $1,000,000 (combined single limit) and such policies shall name Tenant as an additional insured. Limits of such commercial general liability insurance will be increased if required by the Applicable Rules and Regulations. Landlord shall also obtain and pay for fire and extended coverage insurance covering the Building, including the Leased Premises, the Leased Premises' equipment and common area furnishings and leasehold improvements in the Leased Premises, in an amount not less than the full replacement cost without deduction for depreciation from time to time during the Term of this Lease, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended peril (all risk), boiler and other pressure vessels, flood, glass breakage and sprinkler leakage with $1,000,000 of extra expense coverage so that expeditious repair of the Building may be undertaken in the event of a loss. Landlord shall, prior to the Commencement Date and on the anniversary of the Commencement Date and otherwise upon request of Tenant, deliver to Tenant, a certificate of insurance of all policies procured by Landlord in compliance with its obligations under this Lease. This certificate shall also show any additional insured or loss payees with respect to such policies. In the event any part of the Building is in a flood zone, then Landlord shall also provide evidence of flood insurance. All policies of Landlord insurance shall contain endorsements that the insurer(s) will give to Tenant and its designees at least thirty (30) days' advance written notice of any change, cancellation, termination or lapse of said insurance. All insurance required under this Lease will be issued by companies duly authorized and licensed to do business in Rhode Island and otherwise reasonably satisfactory to Tenant. Each such policy will contain a provision that no act or omission of Landlord or Tenant will affect or limit the obligation of the insurer to pay the amount of the loss sustained by, or claim made against, Tenant.

13. Fire or Other Casualty

If the Leased Premises or any part thereof is damaged by fire or other casualty in an estimated amount valued at less than Five Hundred Thousand Dollars ($500,000), then, Landlord will forthwith commence and continue with all reasonable diligence the repair of the same; provided, however, that if the estimate costs of repair is valued at more than Five Hundred Thousand Dollars ($500,000), if Landlord so elects, then upon notice given not later than 30 days after such casualty, either party may terminate this Lease as of the date of such casualty and a proportionate part of the rent paid in advance will be repaid to Tenant. If the repair of the damage to the Leased Premises is reasonably determined by an architect reasonably acceptable to the parties require more than 180 days (assuming work will be performed during normal working hours) to complete and the Tenant will be deprived of substantially all beneficial use of the Leased Premises during that time, or such repair is not commenced within 60 days after the date of the casualty, then Tenant may terminate this Lease as of the date of such casualty and a proportionate part of the Rent and Additional Rent paid in advance will be repaid to Tenant. Any such termination notice will be deemed null and void if Landlord cures the failure within a period of thirty (30) days thereafter. Until the Leased Premises are restored by Landlord, there will be an equitable abatement of Rent and Additional Rent and all other expenses (taxes, utilities, etc.) payable by the Tenant.

14. Indemnification.

Landlord shall indemnify, defend and hold Tenant harmless from, against and in respect of any and all damage, loss, cost, expense and all other claims whatsoever arising form Landlord's ownership, use or occupancy of the Building, Land or Leased Premises (including reasonable attorneys' fees) which Tenant may sustain, or to which Tenant may be subjected, by reason of (a) any inaccuracy in or breach of any of Landlord's representations and warranties contained in this Lease or in any document delivered in connection herewith; (b) damage to property or injury to Persons including death resulting or arising from any accident or other occurrence on or about the Leased Premises, Land or Building; and (c) any act or omission of Landlord including any of Landlord's contractors, licensees, invitees, customers, agents, servants, or employees, which constitutes a breach or default under, or other failure to perform, satisfy or discharge any of Landlord's covenants or agreements under the Lease; and Landlord shall also defend Tenant against and exonerate Tenant from any claim, charges, suits or other proceedings seeking to impose such party, or which may result in the imposition upon such party of, any such damage, loss, cost or expense.

Subject to the limits of liability set forth in Rhode Island General Laws Section 9-31-1 et. seq., Tenant shall indemnify, defend and hold Landlord harmless from, against and in respect of any and all damage, loss, cost and expense (including reasonable attorneys' fees) which Landlord may sustain, or to which Landlord may be subjected, by reason of damage to property or injury to persons resulting from any accident or other occurrence on or about the Leased Premises when such injury or damage is caused in whole or in part by any act, neglect, fault, or omission of any duty with respect to the same by Tenant, its agents or employees.

15. Condemnation.

If all or any material portion of the Building is taken in condemnation proceedings or by exercise of any right of eminent domain, Landlord and Tenant shall each have the option, exercisable by written notice to the other party, to terminate this Lease as of the date of the taking. In the event of any such proceeding, each party may seek to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. Assignments and Subleases.

Tenant may assign or encumber its interest in this Lease or in the Leased Premises, or sublease all or any part of the Leased Premises, with Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

17. Default and Remedies.

In the event of any default by Tenant in the performance or observance of any agreement or condition in this Lease contained on Tenant's part to be performed or observed, Landlord may give Tenant written notice specifying such default (provided, however, no notice shall be required to be given to Tenant as to its failure to pay Rent or Additional Rent) and, if Landlord shall do so, then Tenant shall have 30 days in which to cure any such default; provided, however, if such default is of a non-monetary nature and, although curable, cannot reasonably be cured within 30 days, Tenant shall not be in default if Tenant commences to cure such default within the aforesaid thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event that Tenant shall remain in default following the foregoing cure period, then, notwithstanding any license or waiver of any former breach of covenant in a former instance, it shall be lawful for Landlord thereupon or at any time thereafter, to terminate this Lease and all of Tenant's interest hereunder by giving written notice to Tenant of such termination and of the effective date thereof (and, such notice having been given, this Lease shall cease and expire on the date named therein), without waiver or prejudice, however, to the Landlord's claims for Rent and Additional Rent then due and thereafter due for the period that would have constituted the balance of the Term but for such termination. Landlord may also assert all other claims for breach of covenant hereunder sand may exercise all other rights and remedies available hereunder and at law and in equity. Landlord shall, however, have an affirmative duty to use reasonable efforts to mitigate its damages.

If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on Landlord's part to be performed or observed and shall not cure such default within 30 days after notice thereof from Tenant (or if such default, although curable, cannot reasonably be cured within 30 days, if Landlord shall not within said period commence to cure such default and thereafter proceed to cure such default to completion with due diligence), Tenant shall have the option, but not the obligation, and without waiving any claim for damage, or any other right or remedy of Tenant, in law or in equity or otherwise available under this Lease, at any time thereafter give written notice to Landlord that if efforts to cure such default are not commenced within 5 business days and thereafter diligently prosecuted to completion, Tenant will be entitled to cure the default on Landlord's behalf. If Tenant cures Landlord's default at its own expense, the Tenant shall be entitled to reimbursement of all reasonable documented cost of such cure from Landlord and may deduct said costs from the rent due under this lease.

Without limiting any and all other rights available to Tenant at law or equity, Tenant shall have the rights provided to it under the Applicable Rules and Regulations.

18. Landlord Access; Secure Areas

Landlord and its authorized representatives will have the right to enter the Leased Premises at all reasonable times (after providing reasonable prior notice, in writing, except in the case of apparent emergencies or necessary repairs, in which event only notice that is reasonable under the circumstances will be required) for any of the following purposes: (i) to determine whether the Leased Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (ii) to show the Leased Premises to prospective brokers, agents, buyers or mortgagees; or (iii) to do any necessary maintenance and to make any restoration or repairs to the Leased Premises or the Building.

Tenant may designate one or more portions of the Demised Premises as a "Secure Area" for use as a computer room or for purposes of storing confidential information. Landlord shall have no access to any such Secure Areas except with the consent of Tenant or in the case of an emergency. If Tenant so designates, Landlord shall have no responsibility to clean or maintain such Secure Areas.

19. Surrender.

At the expiration or sooner termination of this Lease, Tenant will peaceably surrender the Leased Premises in good order, condition and repair, excepting reasonable wear and tear and excepting damage or other matter which is the risk or obligation of Landlord. Upon surrender, the Tenant is not responsible for the removal of any cabling that has been installed in the demised premises. If Tenant remains in possession of the Leased Premises after the expiration of the Term and continues to pay rent without any express agreement as to holding over, Landlord's acceptance of rent will be deemed an acknowledgment of Tenant's holding over upon a month-to-month tenancy; subject, however, to all of the terms and conditions of this Lease except as to the Term hereof

20. Quiet Enjoyment.

Upon paying the rent and all other payments required to be made by Tenant hereunder, and upon Tenant's performing and fulfilling all terms, conditions or agreements on its part to be performed and fulfilled, Tenant will quietly have and enjoy the Leased Premises during the term of this Lease without lawful hindrance by any person claiming by, through or under Landlord.

21. Signs.

Tenant may place signs pertaining to its operations within the Demised Premises. Tenant may not place signs in common areas of the Building or on the exterior of Building without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. All such signs must be installed according to all applicable municipal laws.

22. Tenant's Early Termination Right

Tenant shall have the right to cancel the Lease in its entirety by giving not less than twelve (12) months prior written notice (the "**Cancellation Notice**") to Landlord at any time after the first twelve (12) months of the Lease Term in the event that: (a) Tenant reasonably determines that sufficient state and/or federal funding does not or will not exist, nor will be available to Tenant, so as to permit Tenant to meet and make payments specified in this Lease; or (b) due to insufficient State and/or federal funding, the State of Rhode Island reasonably determines that it is necessary to consolidate any or all of the offices of the departments or agencies occupying eighty percent (80%) or more of the Leased Premises into centralized or regional locations owned by the State or any of its agencies. Tenant shall vacate the Leased Premises on the date specified in Tenant's Cancellation Notice, and the Term shall then end. In the event of an early termination of this Lease under this Section, in order to compensate Landlord for the Renovations and Alterations Tenant shall pay to Landlord as liquidated damages the unamortized cost of such Renovations and Alterations, which the parties agree shall be an amount equal to $[_____], multiplied by the number of months in the originally scheduled [__] year Lease Term remaining after the effective date of the early termination of this Lease. There shall be no early termination payment due from Tenant to Landlord in the event that the Lease is cancelled by Tenant after the initial [__] years of the Term.

23. Waivers.

The failure of either party to insist in any one or more instances upon the strict and literal performance of any of the agreements, terms, or conditions of this Lease or to exercise any option of such party herein contained, will not be construed as a waiver for the future of such term, condition, agreement or option. Without limiting the generality of the foregoing sentence, the payment by Tenant of Rent and acceptance by Landlord of such payment with knowledge of a breach of any term, condition, or agreement of the other party will not be deemed to be a waiver of any such breach.

24. Notices.

No notice, approval, consent or other communication permitted or required to be given by this Lease will be effective unless the same is in writing and sent postage prepaid, by United States registered or certified mail, return receipt requested, or by reputable overnight delivery service to the other party at the addresses set forth below, or to such other address as either party may designate by notice to the other party.

If to Landlord:

, RI
Attn:

With Copy To:

_____
_____
_____
_____

If to Tenant (required copy to both):

Department of

, RI
Attn:

Rhode Island State Properties Committee
One Capital Hill
Providence, RI 02903
Attn: Chairperson of State Properties Committee

25. Governing Law.

This Lease and the performance thereof will be governed, interpreted, construed and regulated by the laws of the State of Rhode Island.

26. Successors and Assigns.

This Lease will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. References made herein to the parties will be deemed to include their respective successors and permitted assigns.

27. Entire Agreement.

This Lease contains all of the agreements of the parties and may not be modified or amended except by written agreement signed by authorized representatives of each party.

28. Tenant's Estoppel Certificate.

Upon request of Landlord, Tenant shall execute and deliver a form of estoppel certificate such form to be reasonably acceptable to Tenant and its counsel.

29. Non-Disturbance Agreement; Memorandum of Lease.

Tenant's obligations to perform under this Lease are subject to the execution and delivery by each of Landlord's mortgagees of a Non-Disturbance Agreement in form attached hereto as Exhibit E. Landlord shall also execute and deliver, a Memorandum of Lease in the form attached hereto as Exhibit F. The Non-Disturbance Agreement and Memorandum of Lease shall be recorded in the appropriate land evidence records and the recording fees shall be paid by Tenant and Tenant shall receive a credit for such costs against its payment obligations hereunder.

30. Parking.

Landlord shall provide the required Parking Spaces at no additional cost.

31. Hazardous Substances.

Landlord represents, warrants and covenants that the Leased Premises, Land and Building have not been and will not be used for the Release, storage, use, treatment, disposal or other handling of any Hazardous Substance (other than the use of Hazardous Substances necessary for the operation of a permitted legal use so long as such use is or was at all times in compliance with all federal, state and local law, code, ordinance and regulation). The term "**Release**" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended, ("CERCLA"). The term "**Hazardous Substance**" means (i) any substance defined as a "hazardous substance" under CERCLA, (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, and asbestos and (ii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation. Tenant shall: (a) give prior written notice to Landlord of any activity or operation to be conducted by Tenant at the Leased Premises which involves the Release, use, handling, generation, treatment, storage, or disposal of any Hazardous Substance and (b) comply with all federal, state, and local laws, codes, ordinances, regulations, permits and licensing conditions governing the release, discharge, emission, or disposal of any Hazardous Substance and prescribing methods for or other limitations on storing, handling, or otherwise managing Hazardous Substances and codes relating to hazardous substances, hazardous waste and asbestos abatement.

32. Miscellaneous.

The title of this Lease, as well as the paragraph and subparagraph titles, are for convenience of reference only and will not be considered in the interpretation or construction of any of the provisions hereof. Words in the singular may be construed to include the plural, and vice versa, as the context may require. Any consent, approval or acceptance required or permitted to be given by a party to this Lease will be in writing. Any notice required or permitted to be given by a party to this Lease will be in writing and will be given within the time provided for herein. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the date first written above.

LANDLORD:

_____

By: _____
Name:
Title:

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on _____, before me personally appeared _____, President of _____, a Rhode Island limited corporation/partnership, to me known and known by me to be the party executing the foregoing instrument on behalf of said _____, a Rhode Island limited partnership, and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of _____, a Rhode Island corporation/partnership.

_____
Notary Public
My Commission Expires:_____

TENANT:

State of Rhode Island and Providence Plantations, acting through the Department of _____

By: _____
Name:
Title:

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on _____, before me personally appeared _____ of the Rhode Island Department of _____, to me known and known by me to be the party executing the foregoing instrument on behalf of said the Department of _____, and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said Department of _____.

_____
Notary Public
My Commission Expires:_____

Approved as to terms and Conditions:

_____

Chairman, State Properties Commission

Approved as to Form:

_____

Attorney General

Approved as to Substance:

_____

Director of Department of Administration

Approved:

_____

Public Member, State Properties Committee

EXHIBIT A

DESCRIPTION OF LAND

EXHIBIT B

FLOOR PLAN

EXHIBIT C

RENOVATIONS AND ALTERATIONS

LANDLORD/TENANT WORK LETTER

EXHIBIT D

JANITORIAL AND OTHER SERVICES SCHEDULE

Landlord covenants and agrees with Tenant to provide cleaning and janitorial services for the Leased Premises substantially in accordance with the following schedule:

Landlord must provide the janitorial services of a professional cleaning-service company that consistently, adequately, and sufficiently supervises the employees of such company and ensures that standard office-cleaning practices are followed and performed at all times. The Landlord must submit to the User Agency a business profile of the selected cleaning company with the name and telephone number of the day-time contact person, as well as a list of employees performing the service, and the name of the person responsible for daily supervision. The Landlord must update this information as necessary for the User Agency during the term of the lease.

Landlord must provide Material Safety Data Sheets for all cleaning products used on site to Tenant and User Agency. All janitorial services must be provided after normal daytime working hours. Services include:

Daily: Empty waste baskets; remove trash; wash and clean all fixtures, counters, and floors in restrooms and Staff Support Rooms, replenish paper and soap products in all restrooms, replenish paper products in all Staff Support Rooms, sweep uncarpeted floors (including entrances, lobbies, and corridors); vacuum carpeting in the main reception area with HEPA-filter vacuum; clean drinking fountains and H_20 points of use.
Weekly: Vacuum carpeting in the offices, conference rooms and and open office/cubicle areas with a HEPA-filter vacuum.
Weekly: Wash all uncarpeted floors, dust furniture and all horizontal surfaces, including, by way of example and not limitation, fixtures, blinds, window sills, and convection units; clean and sanitize all restroom plumbing fixtures; buff uncarpeted floors; clean all door-entry window glass, visual-glass panels on room doors, all glass sidelights, all office visual-glass panels, and all modular-furniture Plexiglas panels.
Quarterly: Strip, wax, and buff uncarpeted floors; vacuum air diffusers and return grilles.
Semi-Annually: Clean carpet using a cleaning method consistent with carpet manufacturer's instructions; wash windows (inside and outside); damp-wash air diffusers, return grilles, and surrounding walls and ceilings.
Annually: Wash blinds; dust all high surfaces.
As Needed: Supply and replenish all paper and soap products in restrooms; supply and replace paper towels in Staff Support Rooms, supply and replace all liners for all waste and sanitary napkin receptacles; exterminate pests; spot-clean carpets.
Recyclables Collection: As needed but not less than once per week, empty Landlord-provided white-paper recycling receptacles located in each office and at each workstation into Landlord-provided recycling bins for recycling by Landlord. Landlord must institute or maintain recycling programs for the Building for items including, by way of example and not limitation, delivery pallets, cardboard, glass, and recyclable plastic and metals.
Cleaning Products and Methods; Hand Soap and Paper Supplies: Landlord and Landlord's professional cleaning-service company must use environmentally preferable cleaning products and methods, provide hand soap with bio-based ingredients in the restrooms, and supply paper products with post-consumer waste recycled content.

EXHIBIT E

FORM OF NONDISTURBANCE AGREEMENT

THIS NONDISTURBANCE AGREEMENT is made and entered into this ___ day of _____, 20__, by and among _____, a _____ ("**Mortgagee**"), and State of Rhode Island and Providence Plantations acting through one or more of its Boards, Agencies and/or Departments ("**Tenant**").

WHEREAS, Tenant is the holder of a leasehold interest under a lease dated _____, (the "**Lease**") with _____ (the "**Landlord**") demising premises (the "**Premises**") in _____, described in a Memorandum of Lease dated _____ (the "**Memorandum of Lease**") recorded on the land evidence records of the _____ in Book _____ at Page(s) _____; and

WHEREAS, Mortgagee is the holder of a mortgage on the Premises dated _____ and recorded on the land evidence records of the _____ in Book _____ at Page(s) _____.

NOW, THEREFORE, in consideration of the mutual covenants and agreements therein contained, and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Mortgagee and Tenant hereby agree and covenant as follows:

1. So long as Tenant is not in default (beyond any period given Tenant to cure such default in the Lease) in the payment of any rent, or additional rent, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, and any renewals or extensions thereof, shall not be disturbed or interfered with by Mortgagee.

2. If the interest of Landlord shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or by any other manner, and Mortgagee succeeds to the interest of Landlord under the Lease, or if Mortgagee shall take possession of the Premises, Tenant shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof, with the same force and effect as if Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its Landlord, such attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto, immediately upon Mortgagee's succeeding to the interest of Landlord under the Lease, whereupon Tenant shall recognize Mortgagee, or any person claiming by, through or under Mortgagee (immediate or remote) as Landlord under the Lease, and the Lease shall continue in full force and effect. Notwithstanding anything herein to the contrary, Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee that it has succeeded to the interest of Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extensions or renewals thereof, and all options thereunder, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth fully herein.

3. If Mortgagee shall succeed to the interest of Landlord under the Lease, or take possession of the Premises, Mortgagee shall be bound to Tenant under all of the terms, covenants and conditions of the Lease including, without limitation, all of Tenant's rights and options thereunder and Tenant shall from and after Mortgagee's succession to the interest of Landlord under the Lease have the same remedies against Mortgagee for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord, if Mortgagee had not succeeded to the interest of Landlord.

4. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns, including all purchasers (both immediate and remote) acquiring the Premises at foreclosure sale, or from Mortgagee should it purchase the Premises at a foreclosure sale or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered under seal the day and year first above-written.

MORTGAGEE:

_____

By:_____
Duly Authorized

TENANT:
State of Rhode Island and Providence Plantations acting through one or more of its Boards, Agencies and/or Departments

By:_____
Name:
Title:

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on [Date], before me personally appeared [Name], [Title] of [Mortgagee], to me known and known by me to be the party executing the foregoing instrument on behalf of said [Mortgagee], and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said [Mortgagee].

_____
Notary Public
My Commission Expires:_____

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on [Date], before me personally appeared [Name], [Title] of [Board/Agency/Department], to me known and known by me to be the party executing the foregoing instrument on behalf of said [Board/Agency/Department], and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said [Board/Agency/Department].

_____
Notary Public
My Commission Expires:_____

EXHIBIT F

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this ___ day of _____, 20__, by and among _____, a _____ ("**Landlord**"), and State of Rhode Island and Providence Plantations acting through one or more of its Boards, Agencies and/or Departments ("**Tenant**").

1. Landlord hereby demises and leases to Tenant the _____ floor suite consisting of approximately _____ square feet of space in the building known and located at _____, to have and to hold said demised premises, together with all rights, privileges, easements and appurtenances thereunto belonging, for the term and any extension periods set forth below.

2. The demised premises are leased from Landlord to Tenant pursuant to a Lease dated as of _____ day of _____, 20__ (the "Lease").

3. The term of the Lease is _____ (__) years commencing on _____, _____. Tenant shall have the right, at its election, to extend the term of the Lease for ____, ____ (__) year option periods, provided that Landlord receives written notice from Tenant of such exercise at least _____ (__) days prior to the expiration of the Lease or the extension term.

4. The Lease is subject and subordinate to all mortgages that may now or hereafter affect such Lease.

5. All of the terms and conditions of the Lease shall be deemed incorporated herein as fully as though set forth in detail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered under seal the day and year first above-written.

WITNESS:

LANDLORD

_____

By:_____
Duly Authorized

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on [Date], before me personally appeared [Name], [Title] of [Landlord], to me known and known by me to be the party executing the foregoing instrument on behalf of said Landlord, and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said Landlord.

_____
Notary Public
My Commission Expires:_____

TENANT:
State of Rhode Island and Providence Plantations acting through one or more of its Boards, Agencies and/or Departments

By:_____
Name:
Title:

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on [Date], before me personally appeared [Name], [Title] of [Board/Agency/Department], to me known and known by me to be the party executing the foregoing instrument on behalf of said [Board/Agency/Department], and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said [Board/Agency/Department].

_____
Notary Public
My Commission Expires:_____

SECTION D

APPLICABLE FORMS

1. LEASE PROPOSAL FORM
2. OFFEROR BACKGROUND SURVEY FORM
3. CERTIFICATES OF DISCLOSURE
4. AFFIDAVIT OF NON-COLLUSION
5. AFFIDAVIT OF NON-CONVICTION

SECTION D

LEASE PROPOSAL FORM

THIS OFFICIAL FORM MAY NOT BE ALTERED. ANY CHANGE OR ALTERATIONS MADE TO THIS FOR MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL

LEASE PROPOSAL FORM

User Agency **RI Department of Corrections**

Project No.: **LP 170**

Project: **RI Department of Corrections/Probation and Parole Providence Office**

The undersigned has read the Request for Proposals (RFP) and has carefully examined all specifications within the RFP. The undersigned acknowledges that the proposed property must comply with all RFP specifications before occupancy by the User Agency unless unambiguously stated otherwise in this Proposal, the undersigned is an eligible offeror as defined in the RFP; and there are no known obstacles to prevent the owner from executing a lease or that could invalidate such lease. The undersigned confirms that the owner of the proposed property will 1) enter into a lease substantially in the form of the lease document attached to the RFP; 2) provide a statement under oath listing the names and addresses of all persons having a direct or indirect beneficial interest in the property; 3) provide a certification that all state taxes and local taxes have been paid by the property owner. The undersigned acknowledges that RIDOA/Division of Capital Projects and Property Management (DCPPM) may reject all proposals, or waive portions of the RFP for all proposals if RIDOA/DCPPM deems such rejection, waiver, or both to be in the State of Rhode Island's best interests. The undersigned proposes to lease property to the State of Rhode Island as follows:

1. PROPOSAL SUMMARY

Location and Search Area:

Floor No.:

City:

State:

Zip Code:

Confirm that the proposed building is located within the search area defined in the RFP.

_____ Yes _____ No

Usable Area

Proposed Usable Area _____ USF (See RFP § 4.5 for definition of "Usable Area")

Existing Use:

State of Rhode Island Lease and Term

Proposed Term of Lease: Five (5) Years (see RFP § 1.5)

Confirm that the proposed landlord will enter into a lease substantially in the form of the State of Rhode Island Lease attached to the RFP without material modification.

_____ Yes _____ No

Please attach a separate sheet identifying all proposed revisions

Proposer

Name Of Offeror:

Contact:

Company Name:

Offeror's Address: Telephone:

City: State: Zip Code: Fax:

Offeror is submitting this proposal as (see RFP § 4.3 for definitions of "Eligible Offeror"):

_____Record Owner _____Tenant whose lease permits subleasing

Offeror represents and warrants that 1) the information and statements in this Proposal are complete and accurate to the best of the Offeror's ability to make them so, and 2) the Offeror has not communicated with any representative of the State of Rhode Island regarding preparation of this Proposal.

Offeror's Signature:_____ Date:_____

NOTE: Please sign with blue ink pen.

Owner

Name of Property Owner:

Owner's Address:

City:

State:

Zip Code:

Name of Principal: Telephone & E-mail:

2. COST

Complete the table below by filling in the components of the proposed Total Annual Rent for each year of the lease term and identify the estimated amount for the Landlord's Improvements that is included in the proposed Total Annual Rent. Please complete the Table using total dollars/year; RIDOA/DCPPM will confirm the usable area of the proposed Premises to arrive at a rate/usf.

The far left column identifies components of the Annual Rent. If one or more component is excluded from the proposed Total Annual Rent, write "Excluded" in that row. If one or more component is included within another component, write "Included" in that row. Confirm that amounts are entered in the appropriate area so that the Total Annual Rent equals the sum of the amounts entered.

- Under "Comments," please provide information about excluded costs and any other costs that require explanation.

RIDOA/DCPPM encourages submission of gross flat-rent proposals that include the cost of all Landlord's Improvements and Landlord's Services.

Include all cost information for the proposal on page 12 (Cost Spreadsheet) of this document.

Pest Control Services:

Elevator Maintenance:

Other:

*Total Annual Rent:

*** Estimated amount for Landlord's Improvements (see Section B of RFP) included in the Total Annual Rent:**

Instructions: Complete the remaining sections. Attach additional pages, if necessary to provide complete responses. Attach all documents requested, including any information that may assist the State of Rhode Island in evaluating your proposal.

3. LOCATION

Parking

Please provide a description of the parking to be provided as part of the lease agreement.

Access

List closest highway exits and major arterial roads and estimate their distance from the proposed Building:

List all public transportation serving the building.

Neighborhood Characteristics

Identify all uses in the immediate vicinity of the proposed building (within 1/10 mile).

_____Office

_____Retail

_____Vacant Land

_____R & D

_____Warehouse

_____Residential

_____Manufacturing

_____Restaurant/Food

_____Industrial

_____Other

List amentities (banks, restaurants,shops, etc.) within a ten-minute walk of the building:

Describe neighborhood characteristics relating to safety and security:

4. BUILDING CONDITIONS: EXTERIOR ENVELOPE, SYSTEMS AND COMMON AREAS

Barrier Free Access

Confirm that the building will comply with the requirements for access for individuals with disabilities. _____ Yes _____No

Check E for those that are accessible now and P for those that are not but will be made accessible prior to occupancy.

E	P	
____	____	Site
____	____	Parking
_____	____	Proposed Premises
_____	____	Building Entrance(s)
_____	_____	Common Area Hallways
_____	_____	Common Area Restrooms
_____	_____	Elevators

Hazardous Substance

Landlord has no knowledge of, and has not received any notice of, the current or past existence of any material, currently considered to be a Hazardous Substance, that is existing, deposited, or discharged on or from, or across, or migrating toward or across the Premises, the Building, or land upon which the Building is located.

_____ YES

_____ NO

If you answered NO above, please identify all conditions about which there is knowledge or notice. RIDOA/DCPPM may request a copy of all reports on such condition.

Warrant and represent that each Hazardous Substance, whether presently known or subsequently discovered, has been or will be remediated in accordance with the provisions of the Lease and all applicable laws and regulations before the State of Rhode Island takes occupancy of the proposed Premises and the Building.

_____ YES

_____ NO

Building Statistics:

- Building gross SF:
- Building rentable SF:

- Building usable SF:
- Year of initial construction:
- Original use:
- Number of floors
  - Above grade
  - Below grade
- Floor load (lb/sf):
- Number of elevators:
- Passenger:
- Freight:
- Year and scope of latest renovations; if applicable, year and scope of renovations to convert the Building to its current use:

Building Use:

Identify all existing uses in the Building and amount of space for each use.

- Office _____ SF
- Retail _____SF
- R & D _____SF
- Warehouse _____SF
- Manufacturing _____SF
- Restaurant/Food _____SF
- Industrial _____SF
- Vacant _____SF

List the names and type of use for each current Building tenant.

Describe all planned changes in Building use.

Building Envelope:

- Type of construction:
- Type of exterior wall:
- Type and age of windows
  - Date installed:
  - Operable:
- Type of roof:
  - Year of installation:

Building Systems:

Life Safety Systems

Check E for those that meet existing code requirements and P for those that do not exist but will be provided as required by current codes prior to occupancy.

E	P	
_____	_____	Emergency Egress
_____	_____	Sprinkler
_____	_____	Exit Route Diagrams
_____	_____	Smoke Detectors
_____	_____	Exit Signs
_____	_____	Emergency Lighting
_____	_____	Audio and Visual Fire Alarm System
_____	_____	Fire Doors/Walls
_____	_____	Fire Extinguishers

Describe any proposed improvements:

Electrical System:

Type of service:

Date and scope of latest improvements:

Available capacity for the proposed space:

Is the electrical distribution for the proposed Premises separately metered?

Heating System

Type of system, fuel source, date of installation:

Date and scope of latest improvements:

Available capacity for the proposed space:

Air Conditioning and Ventilation System:

Type of system, fuel source, date of installation:

Date and scope of latest improvements:

Available capacity for the proposed space:

Is the supply air distribution system ducted?

Is the return air system ducted?

Is the system serving the proposed Premises separately metered?

Building Common Areas:

Identify the existing condition of the following common areas and describe all proposed improvements:

Lobby/entrance:

Stairwells:

Elevators:

Hallways:

Restrooms:

5. LANDLORD CAPACITY

Landlord's Improvements

1. Does the Proposal include all work necessary to comply precisely with the Landlord's Improvements in Section B of the RFP?

   If you answered NO above, please identify and describe all proposed exceptions.

2. Does the Proposal include reconfiguration of the proposed Premises to meet Space Allocation in Section B of the RFP?

   If you answered NO above, please describe all proposed modifications to the proposed Premises.

Attach additional pages as necessary to provide complete responses to the questions above.

Landlord Services

1. Does the Proposal comply precisely with the Landlord's Services in Section B of the RFP?

   If you answered NO above, please identify and describe all proposed modifications.

Attach additional pages as necessary to provide complete responses to the questions above.

Availability Of Space

1. Is the proposed space vacant?

Projected date when the space will be vacant and construction of the Landlord's Improvements can commence.

List existing tenants who currently occupy or have the option to use the proposed space, and terms of any rental agreement.

Design and Construction:

Identify the estimated time;

1. to prepare the Schematic Space Plan
2. to prepare Working Drawings for Tenant's review and approval
3. to complete Landlord's Improvements and any required base Building improvements

   - Please attach a project timeline (see item 7 below)

Names of firms and persons or entities (e.g., architect and engineer) expected to prepare Working Drawings:

Name of company (e.g., general contractor) expected to complete Landlord's Improvements:

Financing:

List below the financing resource(s) you have identified in connection with the lease and attach;

1. documentation stating that the provisions of adequate financing will not be conditioned on any material modification to the lease; or
2. documentation identifying the necessary modifications to the lease.

Property Management

Name of the company and person expected to provide property management services. Indicate how long this person or entity has managed the Building.

Company:

Address:

Name:

Telephone No.:

6. REFERENCES ***(RIDOA/DCPPM reserves the right to contact other parties who may be familiar with the Building and/or the landlord.)***

Current Tenants of Building Owner

List company, address, name of contact person, and telephone number of at least three current tenants of the Building owner, preferably at least one of whom is the current tenant of the proposed Building.

Company:

Address:

Name:

Telephone No.:

Rental Agreements With The State of Rhode Island

List all rental agreements between the owner and the State of Rhode Island which were in effect within the last five years.

Agency:

Address:

Telephone No.:

7. REQUESTED DOCUMENTS:

Please enclose the documents listed below with the lease proposal.

7.1 Verified floor plans to scale (1/8 = 1'0" or greater) for each floor in the proposed lease Premises. These drawings should identify the following;

a) The proposed leased Premises

b) All structural elements and limitations

c) All entrances and exits

d) All existing non-structural partitions, including demising walls

e) All existing windows, with head and sill heights

f) All existing restrooms, and mechanical, electrical, and telephone rooms

g) All existing heating, ventilation, and air-conditioning equipment

h) Calculation of usable area

7.2 Project timeline, including all milestones from proposed selection to date the Premises will be available for occupancy.

7.3 Map indicating the location of: 1) the proposed Building 2) parking facilities 3) public transit stops serving the Building, and 4) major roadways.

7.4 Photograph of the exterior of the Building.

PAGE 12: Cost Proposal // Annual Rent - Square Foot Costs

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5					
Base Rent										
Tenant Build-out										
Taxes - (Year 1 Base Year)										
Water - (Year 1 Base Year)										
Sewer - (Year 1 Base Year)										
Gas - (Year 1 Base Year)										
Electric - (Year 1 Base Year)										
Janitorial										
Telecom/Data Wiring										
Trash/Rubbish removal (including recycling)										
Snow/Ice Removal										
Fire Alarm Testing / Maintenance										
Pest Control Services										
Elevator Maintenance (If Applicable)										
Signage										
Other										
Total Annual Rent (On Square Foot Basis)										

Address of Leased Premises:

_____

Square Footage Of Leased Premises:

_____

SECTION D

OFFEROR BACKGROUND SURVEY FORM

PROJECT: DEPARTMENT OF CORRECTIONS – ADULT PROBATION AND PAROLE (PROVIDENCE OFFICE)

DIVISION OF CAPITAL PROJECTS AND PROPERTY MANAGEMENT
STATE OF RHODE ISLAND

OFFEROR BACKGROUND SURVEY

Federal identification / Social Security Number: _____

Main Office Address: _____

Telephone Number: _____

Address Inquiries To: _____

Telephone Number: _____

Type of Organization:
( ) Individual Proprietorship ( ) Partnership ( ) Corporation
( ) Non-profit organization ( ) Public ( ) Private

( ) Division of _____

Subsidiary of _____

If incorporated, in which state: _____ Date: _____
( ) Small business certified by the Rhode Island Department of Administration as a "Minority Business Enterprise".

If a foreign corporation (e.g., incorporated other than in Rhode Island), do you have the authority to transact business in the State of Rhode Island, in accordance with Title 7 Chapter 1 (RIGL)?
( ) Yes ( ) No

Type of Business:
( ) Owner ( ) Broker ( ) Management Corporation
( ) Owner representative ( ) Agent

Line (s) of business: (Other properties owned/rented to the State Of Rhode Island)

_____

_____

_____

Business Background:

Years in business: _____ Full-time employees: _____ Plants/Location: _____

Previous year's gross billings: _____

Territory (ies) covered: _____

Other clients currently served / significant contracts undertaken:

Description	Client	Value

Outline of professional qualifications:

License (s), Permit (s): _____

MANAGEMENT RESPONSIBILITY:	NAME
Chief Executive Officer/Owner:	_____
General/Operations Manager:	_____
Controller/Chief Financial Officer:	_____
Sales/Marketing Manager:	_____
Local/Account Representative:	_____

Disclosure (s):	Yes	No
1. Has your firm re-organized or re-incorporated within the past five (5) years?	( )	( )
2. Has your firm ever filed for protection under Chapters 11 or 12 of the Federal Bankruptcy Code?	( )	( )
3. Has your firm (or any principal) been subject to any of the following findings by the State of Rhode Island, or any other jurisdiction?		
• Suspension	( )	( )
• Debarment	( )	( )
• Criminal conviction	( )	( )

<u>If you have answered yes to any of questions 1-3, provide details and current status.</u>

( ) No principal, officer, or manager of this firm is now, or has ever been an employee of the State of Rhode Island.

( ) No employee of the State of Rhode Island has an equity or ownership relationship with this firm.

( ) No principal, officer, or manager of this firm has a direct familial relationship with any procurement official of the state of Rhode Island.

( ) I/we certify compliance with the drug-free workplace policy set forth in Executive Order No. 91-14.

( ) I/we are unable to certify to these statements for the following reasons:

_____

_____

_____

_____	_____
(Signature)	(Name: typed or printed)
_____	_____
(Title)	(Date)

SECTION D

CERTIFICATES OF DISCLOSURE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Department of Administration

STATE PROPERTIES COMMITTEE
One Capitol Hill
Providence, RI 02908

CERTIFICATE OF DISCLOSURE OF CORPORATION

I, _____, Secretary of _____, under oath make affidavit
(state full name of corporation)

and say that the following, the officers and directors of said _____ corporation,
(identify as business, non-business, professional)

having been duly elected and/or appointed to:

President _____

Vice President _____

Treasurer _____

Secretary _____

State of Incorporation _____

Principle Place of Business _____

DIRECTORS

Name	Address

STOCKHOLDERS

Name	Address

Property under lease to/from the State of Rhode Island covered by this certificate:

Location: _____

State Offices Occupying Property (if any): _____

In witness whereof I have hereunto set my hand and the seal of the said _____,
(hereunto duly authorized) this _____ day of _____ 20___.

By _____, its Secretary.
STATE OF RHODE ISLAND
COUNTY OF _____

Subscribed and sworn to before me at _____ this _____ day of _____ 20 ___.

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____, certify that I am the _____ of _____ the corporation described in and which executed the foregoing instrument with the State of Rhode Island; that the said corporation is organized under the laws of the State of Rhode Island; that the corporate seal affixed to said instrument is the seal of said corporation; that _____ who executed said instrument as _____ of said corporation was then _____ of said corporation and has been duly authorized to execute said instrument in behalf of said corporation; that I know the signature of said _____; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation, this _____ day of _____ 2014.

_____

_____

Secretary

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Department of Administration

STATE PROPERTIES COMMITTEE
One Capitol Hill
Providence, RI 02908

CERTIFICATE OF DISCLOSURE OF PARTNERSHIP

1. Name of partnership (if any) _____

2. Type or character of business _____

3. Location of Principal Place of Business _____

4. Name of individuals having legal title to the property under lease to the State of Rhode Island:
(complete only when subject partnership is landlord)

_____

_____

_____

_____

_____

5. Property under lease to / from the State of Rhode Island covered by this certificate:

Location: _____

State Offices Occupying Property (if any): _____

6. Name and place of residence of each partner, general and limited partners being respectively designated:

NAME	RESIDENCE ADDRESS	TYPE OF ADDRESS

I hereby under oath make affidavit in my capacity as a partner and state that this certificate of disclosure is complete, true, and correct.

_____ _____
Signature of Partner Filing Certificate Date

STATE OF RHODE ISLAND

COUNTY OF

Subscribed and sworn to before me at _____ this _____ day of _____ 20___.

_____
Notary Public

CERTIFICATE OF AUTHORITY
(PARTNERSHIP)

I, _____, certify that I am _____ of _____ the partnership described in and which executed the foregoing instrument with the State of Rhode Island; that the said partnership is organized under the laws of the State of Rhode Island; that the partnership seal affixed to said instrument is the seal of said partnership; that _____ who executed said instrument as _____ of said partnership was then _____ of said partnership and has been duly authorized to execute said instrument in behalf of said partnership; that I know the signature of said _____; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the partnership seal of said partnership, this _____ day of _____ 2014.

_____

_____

Secretary

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Department of Administration
State Properties Committee
One Capitol Hill
Providence, RI 02908

CERTIFICATION OF DISCLOSURE OF LIMITED LIABILITY COMPANY

The undersigned hereby certifies to the State Properties Committee under oath that _____, LLC is a limited liability company authorized by the Secretary of State to conduct business in Rhode Island and that the following information is true and accurate:

Business address: _____

Agent for Service: _____
(Name) (Address)

Member(s): _____
(Name) (Address)

_____
(Name) (Address)

_____
(Name) (Address)

The property under consideration for purchase or lease covered by this certificate is identified as:

_____
_____
_____
_____

IN WITNESS THEREOF, I hereby set my hand this ____ day of _____, 2013.

_____
(Member)

STATE OF RHODE ISLAND
COUNTY OF _____

Signed and sealed before me in the City/Town of _____ on this ____ day of _____, 2013.

_____
NOTARY PUBLIC
My commission expires:

CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY COMPANY)

I, _____, certify that I am the _____ of _____ the limited liability company described in and which executed the foregoing instrument with the State of Rhode Island; that said limited liability company is organized under the laws of the State of Rhode Island; that the limited liability company seal affixed to said instrument is the seal of said limited liability company; that _____ who executed said instrument as _____ of said limited liability company was the _____ of said limited liability company and has been duly authorized to execute said instrument in behalf of said limited liability company; that I know the signature of said _____; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the limited liability company seal of said limited liability company, this _____ day of _____ 2014.

_____

_____

Secretary

SECTION D

AFFIDAVIT OF NON-COLLUSION

AFFIDAVIT OF NON-COLLUSION (Form 1)

LP 170

I, _____ of _____
(Name) (City/Town, State)

being of lawful age, duly sworn, state that I am an Agent authorized by the Proposer to submit the attached Request for Proposals on the Proposer's behalf. That the proposal filed herewith is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation. That such proposal is genuine and not collusive or a sham; that said Proposer has not, directly or indirectly induced or solicited any other Proposer to put in false or sham proposal, and has not, directly or indirectly, colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone else shall refrain from proposing. That said Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with any to fix the proposal price of said proposal or to fix any cost element of such proposal price of said Proposer or any other Proposer, or to secure any advantage against anyone interested in the proposal. That there has been no discussion between Proposers and any official of the Rhode Island Department of Administration or the Division of Public Safety of or any employees of the Rhode Island Department of Administration or the Division of Public Safety of concerning exchange of money or other things of value for special consideration in submitting a sealed proposal. That all statements contained in such proposal are true; that Proposer has not, directly or indirectly, submitted his proposal price or any breakdown thereof of the contents thereof, or divulged information or data relative thereto to other parties.

Proposer: _____

By: _____

Name: _____
(typed or printed)

Title: _____

Date: _____

Signed and sworn before me this _____ day of _____, 2014.

_____
Notary Public
My Commission expires _____

Affix seal

SECTION D

AFFIDAVIT OF NON-CONVICTION

AFFIDAVIT OF NON-CONVICTION **(Form 2)**

LP - 170

I HEREBY AFFIRM THAT:

I am the _____ and the duly authorized representative of
(Title)

_____
(Business, Organization, or Corporation)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I FURTHER AFFIRM THAT: Neither I, nor, to the best of my knowledge, information and belief, the above business as above-described in this proposal, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, have been convicted of, or has had probation before judgment, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Rhode Island State Law or the law of any other state or the Federal government. (Indicate below the reason(s) why affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, sentence or disposition, name(s) of person(s) involved, and their current positions and responsibilities with the business.)

_____

_____

_____

_____

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) Been convicted of any current violation of a state or federal antitrust statute;

(c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. □□1961, et seq., or the

Mail Fraud Act, 18 U.S.C. □□1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(e) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____

_____

_____

_____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Proposer: _____

By: _____

Name: _____
(typed or printed)

Title: _____

Date: _____

Signed and sworn before me this _____ day of _____, 2014.

_____
Notary Public
My Commission expires _____

Affix seal