



**Solicitation Information**  
**December 3, 2014**

**RFP # 7549176**

**TITLE: Lease of Classroom and Office Space, Community College of Rhode Island**

***SUBMISSION DEADLINE: Friday December 19, 2014 at 10:00 am (Local Time)***

<p><b>PRE-PROPOSAL CONFERENCE: <u>Yes</u> DATE: Monday 12/15/2014 at 9:00 am (LT)</b> <b>Mandatory: No</b> <b>Location: CCRI, Knights Campus, 400 East Avenue, Room 2328, Warwick, RI</b></p>
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Questions concerning this solicitation may also be e-mailed to the Division of Purchases at [questions@purchasing.ri.gov](mailto:questions@purchasing.ri.gov) no later than **12/18/2014 at 4:00 pm (LT)**. 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.

<p><b>SURETY REQUIRED: NO</b> <b>BOND REQUIRED: NO</b></p>
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**Thomas Bovis**  
**Interdepartmental Project Manager**

**Vendors must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to be able to download a Bidder Certification Cover form and included with 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

**Community College of Rhode Island  
Center for Workforce and Community Education  
Request for Proposal  
Classroom and Office Space off Campus**

CCRI is soliciting lease proposals for space that will meet the following space criteria and lease terms/conditions.

1. Located in the Providence Metropolitan Area, serviced by public transportation, visible to the public, and in close proximity to major highways.
2. Contain approximately 10,000 square feet of office space and minimum of 5 classrooms. A conceptual program layout will be provided at the informational conference. (See Attached Detail)
3. The lessor shall provide a minimum of one hundred (100) parking spaces, which shall be included in the cost per square foot. The preference is to have lighted; on-site parking spaces that will contain handicapped spaces as required by code.
4. The lessor shall agree to the terms and conditions set forth in the standard State form lease agreement. (See attached) A copy of the draft lease document will be provided to interested parties prior to the Informational Conference.
5. The lessor provides water, sewer, heat, air conditioning, electricity, snow and ice removal, shared delivery/loading area, fire alarm and sprinkler system, security alarm system, janitorial services, pest control services, building maintenance, trash and rubbish removal, recycling services, telecommunications/data category 6 wiring, window blinds, interior and exterior signage, all of which shall be included in the square foot rental charge. A percentage of the facility must have operable windows and/or include a humidification system as part of the HVAC system. The HVAC system must be tested twice per year to insure adherence to OSHA standards. All of the above-referenced costs must be included in the square foot rental charge.
6. Are in strict compliance with all the appropriate local, state and federal codes, including but not limited to the Americans With Disabilities Act of 1991, the Rhode Island Fire Code, the Architectural Barriers Act of 1968, the Rehabilitation Act of 1973, and the Rhode Island General Laws, as amended and reenacted (37-8-15) for access for the physically handicapped, and those relating to hazardous substances, hazardous waste and asbestos abatement.
7. The lessor shall provide architectural and interior design services to develop office layout and renovation for occupancy of the leased premises.
8. The space is available for occupancy with build-out renovation and/or refurbishing by the lessor no later than **a date to be determined**.
9. Present a lease with the following options:

- a) a five (5) year term
  - b) a five (5) year option term
  - c) includes a cancellation clause
10. The lessor shall propose level monthly rent payments, all-inclusive for the first term. The rental rate will be negotiated for the option term.
11. The final lease agreement is subject to the final approval of the State Properties Committee and the Rhode Island General Assembly in accordance with Rhode Island General Law 37-6-2 (paragraph d), if applicable.

This advertisement does not constitute an offer on the part of the State of Rhode Island, but it is placed in order to invite proposals for office quarters as described. The Department of Administration reserves the right to reject any and all proposals for any reason deemed not to be in the State's best interest including without limitation the availability of funding.

*COMMUNITY  
COLLEGE OF  
RHODE ISLAND*

*REQUEST FOR  
PROPSALS  
DOCUMENT*

SECTION 1: MAIN RFP DOCUMENT

A) GENERAL INFORMATION

B) GENERAL SPECIFICATIONS

SECTION 2: ATTACHMENT C-1 -LEASE PROPOSAL FORM

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# SECTION 1

A) GENERAL INFORMATION

B) GENERAL SPECIFICATIONS

STATE OF RHODE ISLAND  
DEPARTMENT OF HUMAN SERVICES  
PAWTUCKET OFFICE // LP 163  
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: RI Board of Education, Community College of Rhode Island (CCRI)

Project Name: CCRI Center for Workforce and Community  
Education (CWCE) – Request for Proposal

1.2 Program Description: This site will serve as the CCRI CWCE Driver Retraining Office/Classroom Area.

1.3. Summary of Space Needs: CCRI serves more than 3,000 individuals annually and additional space is needed to accommodate the increasing numbers and resultant need for classroom space. The vendor must be willing to provide classroom and office space for upwards of 100 people at a given time. CCRI would prefer the space be made available when little or no other activities are taking place on the premises or within close proximity.

Small office spaces are required for one on one counseling sessions for up to 15 counselors at a given time. This need arises approximately 20 times annually, usually on weekends

Vendor must provide 5 classrooms with a capacity of 25 each. Classes are held in the evenings, from 5 to 9 pm. and on Saturday, from 8am to 4 pm. On a minimum of 20 weekends, Friday, 5 pm to 9 pm and Saturday, 8am to 2pm, the vendor must provide space for one to one counseling for up to 15 counselors. The vendor must provide a “waiting area” with the capacity to hold up to 70 clients on a Saturday and up to 40 clients on a Friday evening. Classrooms must be equipped with LCD projectors and/or overhead projection devices. Seating must accommodate adults and be movable, within the classroom. Vendor must provide space for storage of materials and supplies.

Location: Providence Metropolitan Area, serviced by public transportation, visible to the public, and in close proximity to major highways.

Amount of Space: Approximately 10,000 square feet of Usable Space  
Vendor must provide 5 classrooms with a capacity of 25 each. Approximately 60 classes are held each year serving upwards of 1,400 people. On Friday, 5 pm to 9 pm and Saturday, 8am to 2pm, the vendor must provide space for one to one counseling for up to 15 counselors. Nearly 3,000 people are counselled annually. The vendor must provide a "waiting area" with the capacity to hold up to 70 clients on a Saturday and up to 40 clients on a Friday evening. Classrooms must be equipped with LCD projectors and/or overhead projection devices. Seating must accommodate adults and be movable, within the classroom.

Contain approximately 10,000 square feet of office space and minimum of 5 classrooms. A conceptual program layout will be provided at the informational conference. (See Attachment A)

Type of Space: Commercial Office/Customer Service

Type Agreement: State of Rhode Island Lease (Attachment C-2))

Term: Five Years with a five-year option term

Desired Date of Occupancy: 10/1/2014: Offeror must clearly identify the earliest date that the leased premises will be available for occupancy after fully executed lease is in place. (In accordance with RFP specification).

Parking: The preference is to have lighted; on-site parking spaces that will contain handicapped spaces as required by code. 150 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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### 3 INTRODUCTION

The Rhode Island Department of Administration (RIDOA), invites proposals to lease commercial office space for use by the Community College of Rhode Island (CCRI) Center for Workforce and Community Education (CWCE) 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 any improvements and or services which may be required of the landlord.

Section C-1 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 a 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 Board of Education and 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 (CCRI CWCE) 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 analysis of proposals and the recommendation of the User Agency. The tentative selection of a proposal shall be subject to approval of the Board of Education and the State Properties Committee.
- 5.4 **Notification of Proposers:** 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 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 Chair of the Department of Education. **No lease is binding until the State Properties Committee has executed it.**

5.7 **Occupancy:** 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:

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 three 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 mandatory 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."

6.1.1.1 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.

6.1.1.2 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.**

6.1.1.3 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.

6.1.1.4 BLANK

6.1.1.5 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 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**

RIDO A 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**

RIDO A 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 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 an 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, and 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:** 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 of the CCRI programs are from 3:00 p.m. to 9:00 p.m. Monday through Friday and Saturday from 8:00 a.m. to 4:00 p.m. 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.

- 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. 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 with HEPA-filter vacuum; clean drinking fountains and H2O points of use.

**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	<i>.035mg/m<sup>3</sup></i>	US EPA
Voes	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.

## 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. It shall be at the landlord's cost to correct any deficiencies in order to maintain acceptable local, State and/or Federal Standards.

# SECTION 2

## ATTACHMENT C-1 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 Board of Education, CCRI, Center for Workforce and Community

Project: Community College of Rhode Island Driver Retraining Programs

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

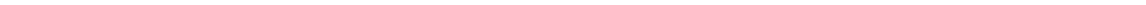
-----No



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:** up to 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 inkpen.*

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 amenities (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

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

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 (*RIDO AIDCPPM 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
- t) 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	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Base Rent										
Tenant Build-out										
Taxes - (Year 1 Base Year)										
Heat - (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)										

	<b>Address of Leased Premises:</b>									
	_____									
	<b>Square Footage of Leased Premises:</b>									
	_____									

# SECTION 3

## 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 (twelve) 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 (10) years beginning on the 1st day of \_\_\_\_\_, 2014 and terminating on the 31st day of \_\_\_\_\_, 2024; 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 approval 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 set off 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 from 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 from 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. al., 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 and 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 Capitol 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

### 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<sub>2</sub>O points of use.

Weekly: Vacuum carpeting in the offices, conference rooms 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 B

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 \_\_\_\_\_; and \_\_\_\_\_ at Page(s)

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. 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 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 C

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ among \_\_\_\_\_ ("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 4

## APPLICABLE FORMS

- OFFEROR BACKGROUND  
SURVEY FORM
- CERTIFICATES OF  
DISCLOSURE

**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)

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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


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	( )	( )

If you have answered yes to any of questions 1-3, provide details and current status. (

) 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:

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(Signature)

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(Name: typed or printed)

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(Title)

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(Date)



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

Table with 2 columns: Name, Address. Multiple rows for listing directors.

STOCKHOLDERS

Table with 2 columns: Name, Address. Multiple rows for listing stockholders.

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



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:

<u>NAME</u>	<u>RESIDENCE ADDRESS</u>	<u>TYPE OF ADDRESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

**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)

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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Member)

STATE OF RHODE ISLAND  
COUNTY OF \_\_\_\_\_

Signed and sealed before me in the City/Town of \_\_\_\_\_ on this day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

