The State of Alabama uses this RFP for its site selection process. Please note real estate leases are subject to data requests from the general public and audits. Additionally, lease information can be found on the Department of Finance website. By submitting this RFP, you acknowledge that you: a) are the legal owner/representative of this property, b) understand and agree to the State of Alabama requirements, and c) the answers are correct and reliable to the best of your knowledge.

State Requirements

By submitting this RFP, Landlord agrees to:

* Provide 3-year and 5-year lease term options.
* Use the State of Alabama lease. The State lease defines Rent as Base Rent plus Additional Rent (Taxes,

Insurance, Operating Expenses). Landlord to submit Reconciliation statements.

* Bid will be requested on all substantial Tenant Improvement
* See Sections C, D & E.
* See Checklist Items on the last page of this RFP.

Your response should be written using red font. Only completed RFPs will be considered in the site selection process. Response Deadline: 10 business days from dated letter.

Required SF: 00,000 Rentable SF, Office Space, City, County for general office and administrative use.

|  |  |
| --- | --- |
| **A. ABOUT THE PROPERTY** |  |
| 1. Ownership and Management: | Name of person preparing & submitting this RFP. |
| Landlord Response  00/00/2018: | Name & Title:  Company:  Address:  City/Zip:  Phone: Email: |
|  | Ownership of Property - Registered Legal Entity Name. In order to do business with the State, landlord must be registered with the **Alabama Secretary of State.** |
| Landlord Response 00/00/2018 |  |
|  | Registered Legal Address & Phone |
| Landlord Response 00/00/2018 |  |
|  | Landlord Notice Address & Phone (if different) |
| Landlord Response 00/00/2018 |  |
| 1. Property Address: | Building Address for the Available Office Space. Please attach a **Site Plan** to this RFP including the parking areas. |
| Landlord Response 00/00/2018 | Building Name (if applicable):  Address/Suite:  City/Zip:  **County Property Tax Parcel #:** |
| 1. Condition of the Property: | Please include any recent or planned improvements at the Property. Also include the year the Building was built. |
| Landlord Response 00/00/2018 |  |
| 1. Building Security: | Briefly explain the security services offered at this Property. Describe the Property security system (i.e. key card access to Building, guard hours, Building Hours, etc.) Do you charge for key cards? |
| Landlord Response 00/00/2018 |  |
| 1. Services Provided: | Please list the services provided at this Property (i.e. Property management services, janitorial, pest control, HVAC, water, sewer, natural gas and electricity). List the Tenant responsibilities at this Property. Please attach any marketing materials. |
| Landlord Response 00/00/2018 |  |
| 1. Building Code/ADA Compliance: | Please confirm that at the time the Lease is executed, the Property will be code compliant, meeting all applicable state and local codes, including those relating to handicap and ADA requirements throughout the Tenant’s Occupancy Period. |
| Landlord Response 00/00/2018 |  |
| 1. Environmentally Hazardous Materials and Air Quality: ADA/Building Code Compliance: | Please confirm that the Property was not constructed using any EHMs, the Building is free of EHMs and that the Landlord will promptly remove any EHM found in the future at the Landlord's sole expense. Please confirm that a Phase I environmental report is available. |
| Landlord Response 00/00/2018 |  |
| 1. Energy Efficiency: | List any energy efficient features of the Property. |
| Landlord Response 00/00/2018 |  |
| 1. Measurement: | Property and Premises shall be measured in accordance with BOMA Standards 2017. |
| Landlord Response 00/00/2018 |  |
| 1. Property Area: | Total building square footage. |
| Landlord Response 00/00/2018 |  |
| 1. Premises: | The usable square footage of the available space. Please attach a Floor Plan with dimensions and square footages to this RFP. |
| Landlord Response 00/00/2018 | ­­­ |
|  | The rentable square footage of the available space. (Usable plus Common Area) |
| Landlord Response 00/00/2018 |  |
| 1. Tenant’s Pro Rata Share | (Premises Rentable SF) / (Property Area) = \_% |
| Landlord Response 00/00/2018 |  |
| 1. Parking Spaces | Total parking spaces at Property \_\_\_\_\_\_. Spaces available to Tenant \_\_\_\_\_\_.  Tenant requires \_\_\_ dedicated parking spaces and \_\_\_ spaces available for parking. Please list any parking fees. Can landlord meet these requests? |
| Landlord Response 00/00/2018 |  |
| **B. BASIC LEASE TERMS** |  |
| 1. Tenant Hours of Operation: | Tenant will have access to the Premises 24 hours a day, 7 days a week. There will be no additional charge of any kind, hvac included, for using the office on weekends, should Tenant require it. |
| Landlord Response 00/00/2018 |  |
| 1. Early Possession: | Tenant will need approximately 2 weeks to set up operations at no charge. If landlord wishes to provide rent abatements in addition to Early Possession, Landlord will need to provide the months of free rent and the dollar value. |
| Landlord Response 00/00/2018 |  |
| 1. Commencement Date: |  |
| Landlord Response 00/00/2018 |  |
| **SAMPLE RENT SCHEDULE** | |
| 1. Lease Rates: | **Please provide the as-is, best offer, lease rate.** |
| **3 Year Option:** | |
| Escalation % Base Rent Taxes Insurance Operating Expenses = TOTAL per SF/YR | |
| Yr 1 | |
| Yr 2 | |
| Yr 3 | |
| **5 Year Option:** | |
| Escalation % Base Rent Taxes Insurance Operating Expenses = TOTAL per SF/YR | |
| Yr 1 | |
| Yr 2 | |
| Yr 3 | |
| Yr 4 | |
| Yr 5 | |
| 1. Tenant Improvements(a): | Please explain Landlord’s capabilities to provide improvements. The State of Alabama will require itemized costs and fees associated with all tenant improvements prior to Lease phase. |
| Landlord Response 00/00/2018 |  |
| 1. Tenant Improvements(b): | Please indicate the TI Allowance for the Premises. |
| Landlord Response 00/00/2018 | $\_\_\_\_ per SF |
| 1. Tenant Improvements(c): | If Tenant requires additional improvement dollars that exceed the Landlord’s budget for improvements, please provide the interest rate for said funds. |
| Landlord Response 00/00/2018 | % |
| 1. Reconciliation: | In which month is Reconciliation of expenses provided to Tenants? Please attach a copy of **Operating Expenses for the last 3 Years**. Reconciliation is required even if the it is an all inclusive rate, non-negotiable provision. |
| Landlord Response 00/00/2018 |  |
| 1. Extension Terms: | Please confirm that Tenant shall have one (1) 3-year option to renew the Lease upon six (6) months prior written notice. Rate will not include any previous tenant improvements or tenant commissions. Escalation, if any, to be approved by both parties. |
| Landlord Response 00/00/2018 |  |
| **C. STATE PROVISIONS** | **By submitting this RFP, you agree and understand that these provisions will be in the State Lease.** |
| Holding over (Article 2.05 of the Lease): | If Tenant does not vacate the Premises and surrender the Premises upon the expiration of this Lease, Tenant shall pay Rent on a month to month basis. Such Holding Over period shall not exceed six (6) months from the expiration date of the Lease. |
| Tenant’s Right to Sublease  (Article 12.01 of the Lease): | Tenant, on prior written notice to Landlord, (but without Landlord’s consent), may assign this Lease or sublet the Premises any state agency, department, division, board or office (collectively herein called “Tenant Affiliate”). Assignment or subleasing by Tenant to other than Tenant Affiliate requires Landlord’s prior written consent which shall not be unreasonably withheld or delayed. |
| Event of Default by Landlord  (Article 15.07 of the Lease): | Each of the following is an “Event of Default” by Landlord”: (a) Landlord fails to comply with any obligation or covenant of Landlord under this Lease and fails to cure such failure within thirty (30) days after receiving written notice from Tenant specifying such failure, or for those failures that cannot be cured within such thirty (30) day period and thereafter to diligently pursue such cure to completion but no later than sixty (60) days and (b) any warranty, representation, or statement that Landlord makes in this Lease is incorrect or misleading in any material respect on date made. |
| **D. LEGAL PROVISIONS** |  |
| Montgomery City Clause:  (Article 15.01 of the Lease) | In the event the State of Alabama or an entity thereof constructs, purchases, or expands an office building in the City of Montgomery for occupancy by Tenant, or in the event existing State-owned office space becomes available in the City of Montgomery for occupancy by Tenant, the Tenant may cancel this Lease by giving written notice to Landlord of no less than six (6) months. |
| Cancellation Clause:  (Article 15.02 of the Lease) | It is expressly understood and agreed by the parties hereto that the Tenant shall have the option to terminate this Lease at the end of any fiscal year of the State of Alabama in the event 1) the State Legislature fails to appropriate sufficient funds to the Tenant to make the rental payments for the ensuing fiscal year or 2) the Tenant is abolished or its functions are absorbed into another agency of division of the State by legislative act or executive order. It is further agreed that in the event of the proration of the fund from which payment under this Lease is to be made, the Lease will be subject to termination at the option of the Tenant. |
| Not a Debt of the State (Article 16.02 of the Lease) | Under no circumstances shall the commitment under this Lease constitute a debt to the State of Alabama as prohibited by Section 213, Constitution of Alabama 1901, as amended by Amendment No. XXVI. Instead, it is understood and agreed that during any fiscal year of the State of Alabama occurring during the Term of this Lease, the Tenant’s commitments under this Lease are payable solely from amounts appropriated by the Alabama Legislature for the Tenant as reduced by any proration declared pursuant to Alabama law applicable to such fiscal year. The Landlord’s sole remedy for the settlement of any and all disputes arising under the terms of this Lease shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. |
| Indemnity (Article 6.02 of the Lease) | Landlord shall indemnify, defend, protect and hold harmless Tenant and Tenant’s agents, employees and assigns (collectively, the “Tenant Indemnitees”) from and against any and all loss, damage, claim, demand, cost, liability or expense, including court cost and attorneys’ fees (whether or not litigation is commenced) or whatever nature or type, that the Tenant may suffer, be put to pay or layout resulting from any and all claims by third parties and based on (i) any acts or omissions of Landlord, its employees, agent or contractors, or (ii) any personal injury or property damage occurring within the Premises or Property arising out of Landlord’s operations at the Property and Landlord’s failure to make leased Premises and Property conform to all applicable local, state, and federal requirements so as to be accessible to individuals with disabilities. |
| **E. OTHER:** |  |
| Non-Binding Documents: | This RFP and any written or verbal negotiations, conversations, proposals, counteroffers and/or documents prepared or exchanged in connection with this RFP shall not be binding upon Landlord or Tenant. |
| Landlord Response 00/00/2018: |  |

**RFP Checklist Items that must be included in this RFP:**

1. Marketing Materials/Flyer or current photo of building.

2. Site Plan (google map images will suffice).

3. Floor Plan including SF and dimensions. (Identify Usable SF and Common Area SF).

4. Parking Plan (google map images will suffice).

5. OE Historical – 3 Years.

6. Reconciliation Statement sample.

7. Secretary of State Registration.

8. County Property Tax Parcel #.

*This is the end of the RFP. Thank you for your time.*

For State Use Only:

Date Received via email from Landlord: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_