

**NOTE TO PROPOSER**

IN ORDER TO BE CONSIDERED YOUR PROPOSAL SHALL REACH THE STATE PROPERTY OFFICE LOCATED IN ROOM 4055, 116 WEST JONES STREET, RALEIGH, NC 27603, July 7, 2009, BY 4:00 PM,

<p><u>MAILING ADDRESS:</u> STATE PROPERTY OFFICE 1321 MAIL SERVICE CENTER RALEIGH, NORTH CAROLINA 27699-1321</p>	<p><u>STREET ADDRESS:</u> STATE PROPERTY OFFICE 116 WEST JONES ST ROOM 4055 RALEIGH, NORTH CAROLINA 27603</p>
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**Please verify receipt in the State Property Office of Proposals that are sent by U. S. Mail as they are routed through the State Mail Service Center. If your proposal is not delivered by the State Mail Service Center by the date and time of the cut-off, the proposal shall not be considered.**

Envelope containing the Proposals shall be marked as follows:

- (A) Lease Proposal Enclosed for: Winston-Salem State University (WSSU) – Student Housing
- (B) Cut-Off Date for Receiving Proposals: – 4:00 PM, July 7, 2009. SITE VISITS will be on July 8, 2009. If a PROPOSERS’ CONFERENCE is needed, it will be held on July 9, 2009, 9:00 AM.**
- (C) City/Town: Winston-Salem, NC area

NOTE: PROPOSALS FAXED INTO THE DEPARTMENT OF ADMINISTRATION BUILDING WILL NOT BE ACCEPTED, AND SHALL NOT BE CONSIDERED.

Following the selection of any proposal and its placement on the Council of State Agenda by the State Property Office, there shall be no further negotiations with those who presented proposals which were not selected for the Agenda.

SPECIAL NOTE: Annual per square foot rental rates which include indeterminable percentage increases(s), such as uncapped consumer price index increases, etc. shall not be accepted during either the initial term or the renewal period.

All leases exceeding \$150,000.00 annually. In accordance with the North Carolina Administrative Code a proposers' meeting will be required following the cut-off date for receiving proposals. After the original proposals are received and site visits made, selected proposers will be notified concerning a proposers' meeting to be held by the State Property Office at a time and place to be announced by the State Property Office. At this meeting the selected proposers will submit their lowest price proposal.

Pursuant to Articles 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 150, the State invites and encourages participation in this procurement by Historically Underutilized Businesses (HUBs) consisting of minority, women and disabled business firms that are at least fifty-one percent owned and operated by individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

The State of North Carolina encourages the submission of proposals covering “green buildings”. Components such as site, enclosures, infrastructure, contents and materials in “green building” result in reduced costs in operation, energy, maintenance and insurance as well as could improve employee motivation and productivity.

Pursuant to North Carolina General Statute 146.25-1(b), the Department of Administration may negotiate on relevant factors that represent the best interest of the State. Relevant factors may include, but are not limited to, timeliness of delivery of the proposed space, maintenance, upkeep and condition of the proposed space and prior performance of the proposer.

**SPECIFICATIONS FOR SPACE TO BE LEASED TO THE STATE OF NORTH CAROLINA  
WINSTON-SALEM STATE UNIVERSITY (WSSU)**

**I. GENERAL**

- A. Approximate net usable square feet required are not estimated. While the number of units needed is not known at this time, it is estimated facilities for up to 75 students may be required. Rooms arranged in contiguous blocks will be preferred.

NOTE: net usable space is a term meaning the area to be leased for occupancy by State personnel and/or equipment. To determine net usable space:

1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the room side finish of fixed corridor and shaft walls or the center of tenant separating partitions.
2. Deduct from the inside area the following:
  - \*a. Toilets and lounges
  - \*b. Entrance and elevator lobbies N/A
  - \*c. Corridors
  - d. Stairwells
  - e. Elevators and escalator shafts
  - f. Building equipment and service areas
  - g. Stacks and shafts
  - h. Other space not usable for State purposes

\*Deduct if space is not for exclusive use by the State. State Property Office may make adjustments for areas deemed excessive for State use.

- B. Space need not be on one floor. Space may be on more than one floor and need not be on contiguous floors. Units located in low-rise structures (less than seven stories tall) or apartment style developments are preferred.
- C. Prefer 1 complex but multiple complexes may be considered for the necessary number of rooms.
- D. All offers shall be submitted in such a manner that the annual per square foot rental rate for each type of space offered, that is residential, storage, and special purpose, can be properly identified. See Form PO-28.

**II Location:**

Winston-Salem, NC area. Sites providing close proximity or easy walking distance to the campus are preferred. However, sites within +/-4 miles from campus will be considered. Access to the public transportation system is required. Proposers are to include the route number(s) of the bus line(s) serving the site in their response.

**III. Arrangement of Space**

The Lessor shall provide at his expense all necessary partitions, doors, etc. to make the space acceptable for State use. Lessor to include a floor plan with the Proposal to Lease Form PO-28 showing proposed layout(s).

The desired space shall be used to provide **residential housing** for students of WSSU. The State of North Carolina shall be the Lessee. The size and configuration of the space may be in individual single/one bedroom units or multiple bedroom units.

**Bedroom specifications:**

1. The minimum bedroom size for an occupant unit shall be 180 SF for dual occupancy units, and the size of other multiple occupancy units are subject to the review of the State.
2. Bedroom furniture must be provided for each resident consisting of one (1) desk, one (1) desk chair, one (1) nightstand, one (1) dresser drawer and one (1) bed with associated headboard, frame, mattress and box spring. The minimum size for the bed shall be standard twin size, with extra long mattress and frames being available at no additional cost to the University.
3. Each area designated/designed for sleeping quarters must have the capacity to be closed off from other general purpose/accessible areas with a lockable door.
4. Each bedroom will also contain at least one closet and/or wardrobe unit (with the appropriate number of doors) per resident.
5. Each bedroom will contain a minimum of one preinstalled light fixture with controllable on and off switch and capable of delivering 50-foot candles of light at desk level.

**Bathroom specifications**

1. Each unit must have adequate bathroom facilities, which include a water closet, hot and cold running water and a shower stall or tub/shower unit, and  $\pm 4$  linear feet of base cabinets.
2. The preferred student to bathroom ratio is one (1) bathroom per one (1) resident but a maximum ratio of one (1) bathroom to every two (2) residents as being acceptable.
3. Each bathroom should at a minimum contain one (1) toilet, one (1) sink and one (1) shower unit.
4. Each bathroom/shower shall have a preinstalled, occupant-controlled, ventilation system.
5. Each bathroom/shower area should contain a minimum of one preinstalled light fixture with a controllable on and off switch and capable of delivering 50-foot candles of light at the countertop level.

**Semi-Private Living Rooms and Common Areas (If Applicable)**

1. It is desired that each unit, complex or adjoining group of rooms rented to house students contain a living room.
2. All rooms must contain at a minimum one (1) sofa, two (2) upholstered chairs, one coffee table, one end table. It is desired that a free-standing, wall entertainment unit shelving are also present.
3. All common areas and semi-private living rooms should contain at least one preinstalled light fixture, with a controllable on and off switch and capable of delivering 50-foot candles of light at the seated lab position.
4. All furniture should be of same finish, color, stain and style/make and must be of commercial industrial grade/make. All fabrics colors, finish, textures and patterns must be complementary within the grouping/area.

**General Common Areas and Facilities:**

Adequate and convenient toilet facilities are to be provided including tissue and towel holders and mirrors.

**In order to comply with the Americans with Disabilities Act an appropriate number of residential units/suites must be handicapped accessible and they must be in compliance with NC State Building Code.**

**IV. The Date of Possession and Lease Term**

Possession and occupancy of space shall commence on August 18, 2009 and continue uninterrupted until December 18, 2009. During the lease term and any renewal options, the State may reduce the number of rooms to be rented upon fifteen (15) days written notice to the Lessor.

The State prefers an option to renew per student bed basis for one (1) additional semester. The number of rooms may also be reduced during this option with fifteen (15) days written notice. The State shall provide the Lessor no less than twenty days (20) written notice of the intent to so renew prior to the lease expiration date. This notice shall include the number of beds needed.

Other: **The following clause must be incorporated into the Lease Document.**

Availability of Funds Clause - The parties to this lease agree and understand that the continuation of this Lease Agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total local office operations that available funding for the payment of rents is insufficient to continue the operation of its local office on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

**V. Electrical, Telephone, Internet and Main Service Outlets**

- A. Adequate duplex electrical outlets are required to provide +/-3 duplex outlets per occupant or the building code required minimum number of outlets; whichever number is greater.
- B. A minimum of one telephone outlet is required per (2) students. Telephone service in each room may not restrict local incoming or outgoing calls. Charges for local calls will be borne by Lessor. At Lessor's option, long-distance calls may be restricted.
- C. One high-speed Internet connection per resident is required. Each outlet should be within three (3) feet of each resident desk, located in the bedroom, or adequate wireless connection or protocol to accommodate each resident for wireless internet.
- D. Cable television service is required.

**VI. Parking**

- A. Where possible, it is desired that there be one automobile parking space for each bed space; however, alternative proposals that include less parking will be considered.
- B. Where applicable, paved well-lighted parking areas located within a safe, reasonable distance to the building are required.
- C. WSSU and/or its employees and/or students assigned to work and/or live at the lease property will not be charged any additional fees or charges for parking privileges and or associated service at the leased property parking lot(s).

**VII. Special Requirements**

- A. All space to comply with local and State building, safety, and zoning codes, specifically including OSHA, provisions for the handicapped, and applicable sections of the State Building Code, Volumes I through V. Non-compliance shall be grounds for lease termination at the discretion of the lessee. Space must comply with Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.). Each qualified proposer must demonstrate compliance with applicable fire, health and environmental safety regulations for their proposed facilities.

- B. Security measures to provide for the safety and control of access to this facility will be considered in the evaluation of proposals.

**VIII. Floor, Wall and Window Coverings**

- A. Vinyl tile or other floor covering acceptable to the State in all finished areas. Carpeting is preferred in living room and bedroom areas.
- B. Wall surfaces shall be painted sheetrock or masonry, paneling or other similar finish.
- C. Operable windows are required in each unit, which provide a glazed window area equal +/-10% of the square footage of the floor area of the room. Sufficient window coverings shall be provided to control glare within the space. All windows must be lockable from the inside and must have an associated blackout blind/mini-blinds and exterior window screens.

**IX. Heating, Air Conditioning and Ventilation**

- A. It is required that heating and air conditioning facilities be sufficient to maintain inside temperature in the range from a low 68° during the heating season to the high of 78° at all other times. State policy to dictate utilization.
- B. Air conditioning and heating system to be maintained by lessor.
- C. Sufficient year-round ventilation must be provided to prevent unhealthy stale air problems and high CO<sup>2</sup> content.

**X. Insurance**

Proposer must provide proof of comprehensive general insurance coverage for the proposed facilities. Insurance shall be broad based form including but not limited to cover personal injury, liability and property damage liability with limits of liability not less than \$1,000,000.00. A certificate of insurance, endorsed by a North Carolina resident agent is required. The insurance policy shall further contain a covenant by the company issuing the same that insurance shall not be cancelled unless thirty (30) days written notice of cancellation is provided to WSSU.

**XI. Lighting**

- A. Adequate lighting facilities are required in all areas. Lighting requirements are to be no less than 50 foot-candles at all desk, table and counter top surface levels. Exterior lighting shall be no less than 1.5 foot candles and shall be designed to eliminate shadowy or dark areas. State policy to dictate utilization.
- B. All lighting and electrical maintenance to be furnished by lessor to include providing and installing replacement bulbs, as needed.

**XII. Janitorial Services, Pest Control, Utility Services**

- A. Lessor must provide contract administrator with an advanced annual preventative maintenance scheduled. At the minimum, the following activities should happen as prescribed below but on an "As needed Basis" and in between change in assigned student residents. Lessor shall agree to periodically complete a janitorial service checklist supplied by WSSU and provide such completed checklist to WSSU for review.

1. Prior to Move In Cleaning for Term and Renewal Option.
  - a. Cleaning individual rooms carpet (vacuum, deodorize and hot steam extract shampoo)
  - b. Cleaning of stove (to include ovens, burners, microwaves)
  - c. Defrost, sanitize and clean refrigerators
  - d. Treatment of drainage lines
  - e. Shampooing and refurbishing of all furniture
  - f. Sanitize and cleaning of all mattresses
  - g. Mop and wax all semi-private and private areas floors
  - h. Scrub clean, deodorize and sanitize all private and semi-private sinks, toilets, showers, tubs
  - i. Clean all windows (inside and out), blinds, shades, curtains, mirrors and pictures
  - j. Dust and shine all furniture, fixtures and metallic surfaces such as sinks, hand rails, door kick plates and handrails
  - k. Wipe clean and touchup as need all doors, walls, drawers and cabinets.
  - l. Treatment of drainage lines (sinks, tubs and garbage disposals)
  - m. Mop and wax all common area floors
  
2. Semi-Annually  
Pressure wash common areas, if applicable
  
3. Quarterly
  - a. Replacement of HVAC filters
  - b. Extermination in common, semi private and private living and office space areas/spaces
  
4. Monthly  
Test and inspect all emergency type of equipment (emergency lights, fire extinguishers, smoke/fire detectors)
  
5. Daily (Monday thru Saturday)
  - a. Walk all common grounds to include parking lots, stairwells, walkways, paths, corridors sidewalks and etc... to pick up trash and other debris
  - b. Sweep all common areas indoors and outdoors. (Computer labs, club house, laundry rooms, corridors, stairwells and sidewalks)
  
6. As needed
  - a. Cut grass
  - b. Have dumpster(s) emptied
  - c. Trim all shrubbery and trees (to prevent health and/or safety hazards)
  - d. Remove graffiti from any and all surfaces and areas
  - e. Mop
  - f. Changing of light bulbs in all lessor provided appliances and fixtures (in private, semi-private and all common areas in regardless of indoors or outdoors)
  
- B. Lessor must have entire property exterminated two weeks before both the fall and spring semester. Provisions must be made to have extermination also available on an as-needed basis and for emergencies call back services. All extermination services must be done by an individual properly trained and licensed to provide such services and, only utilizing properly legal pesticides, insecticides, materials and/or product.

- C. Provide elevator service (to include regular recurring maintenance and cleaning) in facilities with existing installed elevators.
- D. It is desired that the following utilities service fees are calculated into total lease agreement fee proposal. Fees for all electrical, water, sewage, solid waste removal, and gas.
- E. Proposer must provide adequate refuse storage or dumpster capacity and disposal schedule to meet the requirements of the occupants. Provision for the handling of recyclable items such as aluminum cans, plastics and cardboards must be included.

### **XIII. Personnel**

- A. Lessor shall perform criminal background checks on all employees, contractors, sub-contractors and anyone else whom would have unrestricted access to resident rooms, to ensure that they present no threat to University students, faculty and/or staff.
- C. Lessor shall provide sufficient staffing of administrative and maintenance personnel to respond to lessee needs and/or concerns. Lessor shall identify individual(s) for administrative and maintenance purposes whom are available for emergency call backs and services on a 24 hours a day, seven (7) days a week basis.
- D. Required response time for any emergency call back services is to be no more than one-half day (or sooner, depending upon the severity or significance of the event) after the initial call for services has been delivered.
- E. Should the lessor fail to respond within the agreed upon emergency call back reaction time or should a delay in response pose a significant threat to life or property damage, the University may take actions necessary to minimize any such risk at the Lessor's expense. Such expense shall be reimbursable to the University at the full price (to include labor, materials and associated cost).

### **XIV. Confidentially**

All information gained by Lessor in reference to students housed or personnel assigned to work in leased property is considered confidential and should not be disseminated, discussed or disclosed without the University written authorization. All knowledge is considered confidential and should be treated as such by all lessors' personnel (permanent, temporary, seasonal and etc...), vendors, contractors and etc...

### **XV. Accessibility**

Lessor shall provide a master key for all rooms leased to the WSSU resident staff member who will be living on-site with the students.

### **XVI. Solicitation**

Absolutely no solicitation of students by second or third parties. This is to include solicitation by the property ownership, its partnership, legal representation or property management company. Only entities approved by the University contract administrator in writing are authorized to solicit the student assigned to reside at contractor provided leased accommodations.

**XVII. Facility Usage**

Persons assigned to live and/or work in leased property shall have quiet enjoyment and unrestricted usage of the leased property. Access to common spaces, areas, facilities and amenities shall be negotiated by Lessor and the State of North Carolina prior to lease execution.

**XVIII. Financial Condition and Terms**

Financial consideration for the lease of the property shall be in advance, on a monthly basis. The fee agreed upon for contracting/leasing purposes shall be a flat fee, which is inclusive of all other fees and charges thereby associated. This includes any and all application fees, and utility (electrical, gas, water, sewage and solid waste disposal). No additional charges will be assessed for parking, security and/or house and grounds keeping services.

**XIX. LESSOR RESPONSIBILITIES**

The final proposal price is based on all specifications (PO-27, PO-28), floor plans and repair lists received from the State of North Carolina and includes but is not limited to: all partitions, demolition, and up fitting costs; building and grounds maintenance; property taxes; insurance; fire or safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.

**XXX. Additional Specifications (if any)**

- A. Lessor is required to provide fire extinguishers and servicing, pest control, handling of recyclable items such as paper, glass, aluminum, and cardboard and outside trash disposal.
- B. An audible and visual fire alarm system is required for this facility.
- C. Sprinklered facilities are required.
- D. Preference will be given to sites that do not exceed seven floors.

**Prior to entering into a lease with the successful proposer the space or building plans are subject to inspection by the State. Listed below are some of the more important deficiencies that will be addressed by the inspection.**

**I. IMPROPER EXITS OR EXIT ACCESS**

- Lack of adequate number of exits to outside, or exit stairs from upper floors.
- Improper fire-rated enclosure of exit stairs. This includes lack of B-label stairway doors, proper closures, and/or UL listed latching hardware.
- Exit and stair doors which swing in the wrong direction, or which have locks that prevent rapid free egress in emergency.

**II. PARTITIONS OR INTERIOR CONSTRUCTION NON-COMPLYING WITH CODE**

- Use of combustible partitions or paneling in buildings required to be of non-combustible construction.
- Improper enclosure of oil or gas fired boiler/furnace rooms.
- No safety glass or wired glass where required by Code.
- Lack of one-hour fire rated tenant separation.

**III. INSUFFICIENT FIRE PROTECTION AND EMERGENCY EQUIPMENT**

- Building lacks sprinklers OR automatic fire detection system with alarms transmitted off-premises.
- Not enough fire extinguishers of proper type and placement, or the extinguishers are not being inspected and tested in accordance with NFPA-10.
- Inadequate or inoperative lighted EXIT signs, or signs indicating direction to exits.
- HVAC systems do not have smoke detection shutdown.
- Lack of emergency egress lighting, especially in stairways.

**IV. GENERAL DEFICENCIES**

- Non-compliance with handicapped accessibility requirements of NC Code Volume I-C, or the Americans with Disabilities Act (Federal Law).
- Insufficient number of toilet fixtures.



<b>LESSOR:</b>		
9. ADDITIONAL INFORMATION (Including any deviations from furnished specifications)		
10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped, and applicable sections of the State Building Code Volumes I-V?		
YES	NO	PARTIALLY
EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:		
11. This proposal is made in compliance with the specifications furnished by WINSTON-SALEM STATE UNIVERSITY _____ . I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until _____. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.		
I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):		
<p><b>*** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.</b></p>		
<p>_____ Printed Name of Lessor</p>		
<p>_____ Signature of Lessor</p>		<p>_____ Date</p>
<b>MAILING /DELIVERY INSTRUCTIONS</b>		
<p><b>To be considered this proposal must be received by the State Property Office prior to 4:00 PM on the cutoff. No faxed proposals will be accepted. PHONE: 919-807-4650</b></p> <p><b>Delivery Address If Delivered In Person:</b> Director, State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina</p> <p><b>Mailing Address If Sent Through Mail Service:</b> State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321</p>		
ENVELOPE SHOULD BE MARKED:		
<p>(a) Lease proposal Enclosed  (b) Cutoff Date for Receiving Proposals  (c) Name of State Agency involved.</p>		
<p><b>NOTE:</b> Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:</p> <ol style="list-style-type: none"> <li>1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.</li> <li>2. Deduct from the Inside area the following: <ul style="list-style-type: none"> <li>*a. Toilets and lounges</li> <li>*b. Entrance and elevator lobbies</li> <li>*c. Corridors</li> <li>d. Stairwells</li> <li>e. Elevators and escalator shafts</li> <li>f. Building equipment and service areas</li> <li>g. Stacks, shafts, and <b>interior columns</b></li> <li>h. Other space not usable for State purposes</li> </ul> </li> </ol> <p>*Deduct if space is not for exclusive use by the State. <u>Multiple State leases require a, b, and c to be deducted.</u> The State Property Office may make adjustments for areas deemed excessive for State use.</p>		
DEPARTMENT: WINSTON-SALEM STATE UNIVERSITY		DIVISION: RESIDENTIAL
CITY: WINSTON-SALEM		AGENT: PAM STRICKLAND
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM		DATE: July 7, 2009
FORM (PO-28)		(2009)