

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 BY **4:00 PM, MARCH 17, 2010.**

<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: ECSU – Student Housing
 - (B) Cut-Off Date for Receiving Proposals: – MARCH 17, 2010
 - (C) City/Town: ELIZABETH CITY, NC

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

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.

In accordance with the North Carolina Administrative Code (Title I North Carolina Administrative Code, Chapter 6B.0212) a proposer's meeting will be required following the cut-off date for receiving proposals if all acceptable proposals exceed \$150,000.00 annually. After the original proposals are received and site visits made the proposer's meeting will be conducted 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.

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.

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.

**SPECIFICATIONS FOR SPACE TO BE LEASED TO THE STATE OF NORTH CAROLINA
ELIZABETH CITY STATE UNIVERSITY (ECSU)**

I. GENERAL

- A. Approximate net usable square feet required are not estimated, but shall be adequate to house approximately +/-250 college students; however, facilities for a lesser number of occupants may be considered.

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 roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.
2. Deduct from the inside area the following: **NA**
 - *a. Toilets and lounges
 - *b. Entrance and elevator lobbies
 - *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.
- C. Space may be on more than one floor and need not be on contiguous floors.
- 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 (6A., B., C.) The evaluation of proposals shall be made considering the best interest of the State and compliance with minimum specifications. Proposals offering properties exceeding minimum requirements may be preferred.

II Location:

Elizabeth City, NC area. Sites providing close proximity or easy walking distance to the campus of ECSU are preferred. However, sites within +/-5 miles from campus will be considered.

Cut-off date for receiving proposals is 4:00 PM, March 17, 2010.

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.

The desired space shall be used to provide **residential housing** for students of ECSU. 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 a single occupant unit shall be 100 SF, 160 SF for dual occupancy units, and the size of other multiple occupancy units are subject to the review of the State.
2. Bedroom furniture 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 is desired. 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).
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 +/-4 linear feet of base cabinets.
2. Each bathroom/shower shall have a preinstalled, occupant-controlled, ventilation system.
3. 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.

Kitchenettes (If Applicable)

1. It is desired that each unit, complex or adjoining group of rooms rented to house students contain a kitchenette.
2. The preferred kitchenette to resident ratio is no more than one (1) kitchenette per four (4) students.
3. Access to a private multi-purpose room with a kitchenette which shall include a 4 burner oven/range (with a lighted hood ventilation system) with +/-10 linear feet of base and top cabinets, hot and cold running water, +/-12 cubic foot capacity refrigerator is also desired.
4. Kitchenette must contain sufficient seating and table spacing of four adults and be of like finish, color, stain and style/make.
5. Each kitchenette 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. 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.
2. 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.
3. 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 required for the contract period shall commence on August 1, 2010 for one academic year with the option to renew for an additional academic year. Possession dates for each semester are:

- Fall 2010** – August 1, 2010 through December 15, 2010
- Spring 2011** – January 1, 2011 through May 13, 2011
- Fall 2011** – August 1, 2011 through December 16, 2011
- Spring 2012** - January 1, 2012 through May 17, 2012

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 that available funding for the payment of rents is insufficient to continue the operation of this facility 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. 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.

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. Elizabeth City State University and/or its employees and/or students assigned to work and/or live at the leased 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. Minimum Code Compliance

- A. All space shall, at a minimum, comply with local and State building, safety, and zoning codes, specifically including OSHA, provisions for the disabled, and applicable sections of the State Building Code, Volumes I through V. Space must comply with Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.). Non compliance with such codes shall be grounds for the rejection of any proposal and grounds for lease termination after occupancy at the discretion of the lessee. Each qualified proposer must demonstrate compliance with applicable fire, health and environmental safety regulations for their proposed facilities. (See also, provisions regarding required building changes at the bottom of page 9).
- 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 CO² 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 ECSU.

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.
1. Annual and Prior to Move In Cleaning
 - 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 mattress
 - 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. Police all common grounds to include parking lots, stairwells, walkways, paths, corridors sidewalks and etc... of 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 in doors or out doors)
- 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 a 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. Alternate proposals, which do not include utilities and/or janitorial services, will be considered. (There must be an acceptable method of determining the State's share of costs).
- F. Proposer must provide adequate refuse storage or dumpster capacity and disposal schedule to meet the requirements of the occupants.

XIII. Personnel

- A. Lessor shall screen 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.
- B. 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.
- C. 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.
- D. 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

Lessee shall have the right to rekey all of the leased premises and shall be solely responsible for the access and key control to the lease premises, except in the event of an emergency

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 permitted in the same manner, fashion, and protocol as other Lessor tenants.

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. 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. Preference will be given to sites that do not exceed seven floors.
- D. Any fire or safety inspection fees shall be paid by the Lessor.

Prior to entering into a lease with the any proposer selected by the State, the space or building plans will be inspected/reviewed by an inspector selected by the State. Listed below are some of the more important deficiencies that will be addressed by the review.

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 combustibile 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.

The successful proposer must make any changes to the building which the State determines are necessary, even if not required by any other governmental entity having general code jurisdiction for the facility. All such changes shall ordinarily be required to be completed prior to occupancy.

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED. **FAXED OR E-MAILED PROPOSALS ARE NOT ACCEPTABLE.**

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR:	2. LESSOR'S AGENT:
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INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE:
 A. PROPRIETORSHIP B. PARTNERSHIP C. CORPORATION D. GOVERNMENTAL
 E. NON-PROFIT F. *****(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES**
 G. OTHER: _____

MAILING ADDRESS:	MAILING ADDRESS
CITY: ZIP:	CITY: ZIP:
PHONE#: FAX#	PHONE#: FAX#:
E-MAIL:	E-MAIL:

3. SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor)

STREET ADDRESS	CITY	COUNTY	ZIP CODE
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4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED	
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6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	PRICE PER BED	ANNUAL RENTAL	UTILITIES	JANITORIAL SERVICES	NUMBER OF BEDS
SINGLE OCCUPANCY			YES	YES	
DOUBLE OCCUPANCY					
OTHER					
TOTALS			XXXX	XXXX	XXXX

Lessor will provide ()parking spaces in above proposal at no additional charge to the State.

Comments:

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	PRICE PER BED	ANNUAL RENTAL	UTILITIES	JANITORIAL SERVICES	NUMBER OF BEDS
SINGLE OCCUPANCY					
DOUBLE OCCUPANCY					
OTHER					
TOTALS			XXXX	XXXX	XXXX

Lessor will provide ()parking spaces at no additional charge to the State.

Comments:

7. LEASE TERM : YEARS BEGINNING DATE:

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, waste paper and cardboard.

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?	YES _____	NO _____
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Is the proposed building free of hazardous lead paint?	YES _____	NO _____
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DEPARTMENT: ECSU	AGENT: ANGELA BLINSON
CITY: ELIZABETH CITY	

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE: MARCH 17, 2010

LESSOR:

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 the Department of _____. 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 further 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):

***** (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.**

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Printed Name of Lessor

Signature of Lessor

Date

MAILING /DELIVERY INSTRUCTIONS

To be considered this proposal must be received by the State Property Office prior to 2:00 PM on the cutoff. No faxed proposals will be accepted. PHONE: 919-807-4650

Delivery Address If Delivered In Person: Director, State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina

Mailing Address If Sent Through Mail Service: State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321

ENVELOPE SHOULD BE MARKED:

- (a) Lease proposal Enclosed
- (b) Cutoff Date for Receiving Proposals
- (c) Name of State Agency involved.

NOTE: 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:

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.
2. Deduct from the Inside area the following:
 - *a. Toilets and lounges
 - *b. Entrance and elevator lobbies
 - *c. Corridors
 - d. Stairwells
 - e. Elevators and escalator shafts
 - f. Building equipment and service areas
 - g. Stacks, shafts, and **interior columns**
 - h. Other space not usable for State purposes

*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.

DEPARTMENT: ECSU

CITY: ELIZABETH CITY

AGENT: ANGELA BLINSON

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM

DATE: MARCH 17, 2010