

Real Estate Leasing Manual



The Leasing Division of the
Indiana Department of Administration

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Commissioner

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Introduction to Real Estate Leasing

The Leasing Section of the Department of Administration has been statutorily mandated to carry out all leasing activities for State Agencies. It is our intent to assist State Agencies in obtaining appropriate leased facilities. We hope this manual will help facilitate that end.

Section 1: Getting Started

1. Explains why the Department of Administration is the primary facilitator in the leasing process, and the basic laws and policies that govern the process.
2. Informs you of important guidelines that must be followed.
3. Gives both the general guidelines on how to determine the amount of space you will need for your leased office and a formulary for assigning space.
4. Explains, step by step the process for each type of leasing transaction.

Section 2: Lease Clauses

Contains the non-negotiable clauses and mandatory clauses for all leases.

Section 3: Lease Payments

Explains the process for making lease payments.

Section 4: Boilerplate Leases

This section contains the most often used boilerplate documents. These are just examples and are not to be duplicated and used. Documents that have been approved or pre-reviewed by the Attorney General can be found and downloaded from the leasing web page: <http://www.in.gov/idoa/2528.htm>.

Section 5: Forms

This section contains copies of the forms most often used in the leasing process along with a list of the other documents that are available through the Leasing Section. All leasing forms can be found at <http://www.in.gov/idoa/2528.htm>.

It is our desire to make this process as simple and painless as possible. Should you have any suggestions that might improve this manual or the leasing process, we welcome your comments.

- *Leasing Manager*

Getting Started

Statutory Obligations (IC 4-20.5)

The following information is presented to clarify IDOA's responsibilities as the primary facilitator of the leasing activity.

IC 4-20.5-5-3: Duties of the Department of Administration:

1. Establish uniform standards for determining the amount and type of facilities needed by agencies.
2. Assign facilities in or on property owned or leased by the State.
3. With the approval of the Governor, lease facilities for the use of agencies.
4. Prepare and make available for public inspection an annual report of facilities leased for state agencies in each county.

Below are listed the Standards that are to be considered and followed by both the using agency and IDOA when leasing real estate.

IC 4-20.5-5-4 Standards for determining amount and type of facilities

The standards established under section 3(1), above, must do the following:

1. Encourage increased efficiency of agencies through the grouping of interrelated agencies.
2. Facilitate public access to state government.
3. Ensure that state offices will be centrally located in urban areas, unless such a location would not serve the interests of accessibility, economy and efficiency.
4. Establish the amount and type of facilities needed for different categories of employees, equipment and materials.

IC 4-13-1.1 Location of State Agencies in Downtown Areas

The state shall utilize and maintain, wherever operationally appropriate and economically prudent, downtown properties, especially in historic structures and districts. Subject to IC 4-20.5-5 and other relevant state statutes, when locating state facilities, state agencies shall give first consideration to historic properties within downtowns or historic districts. If no such property is suitable, then state agencies shall consider other developed or undeveloped sites within downtowns. If there are no suitable sites, state agencies shall then consider historic properties outside of downtown or district.

Pursuant to IC 4-13-1.1-4, “downtown” is defined as:

1. The central business district of a city, town or township;
2. Any commercial or mixed-use area within a neighborhood of a city, town, or township that has traditionally served, since the founding of the community, as the retail service and communal focal point within the community;
3. An enterprise zone established under IC 5-28-15; or
4. A brownfield revitalization zone established under IC 6-1.1-42

IC 4-20.5-5-5 Needs request

An agency that needs facilities must submit a description of its needs to the Department of Administration. Please use **State Form 202, Request to Lease Space** (“SF 202”). <https://forms.in.gov/Download.aspx?id=4587>

IC 4-20.5-5-6 Satisfaction of request with facilities already owned or leased

Whenever the Department of Administration approves all or part of an agency's request for facilities, the department shall determine whether the agency's needs can be met by assigning the agency facilities in or on property already owned or leased by the state. If the agency's needs can be met by such an assignment, the department shall make the assignment.

IC 4-20.5-5-7 Newly leased facilities; lease conditions

1. If an agency's needs cannot be met under IC 4-20.5-5-6, the Department of Administration may approve the leasing of facilities for the agency or lease facilities in its own name and assign them to the agency. A lease approved under this subsection must satisfy all the following:
 - a) Must be approved under IC 4-13-2-14.1.
 - b) Normally must not exceed four (4) years, however, may be rented for a term of up to ten (10) years. If a property is rented for a term of more than four (4) years, the Commissioner of Administration must make a written determination stating the reasons that it is in the best interests of the state to rent property for a longer term. IC 4-13-1-4-(10)(B)
 - c) May provide for the state to make improvements on the leased property if authorized by the public works division of the department.
 - d) Notwithstanding IC 4-13-2-20, may provide for payment to Landlord at any time during the term of the lease for leasehold improvements made by Landlord.
2. A lease entered into under this section may be renewed for successive terms.

Additional statutory/policy statements that apply to the leasing process are as follows:

1. Leases for Real Estate must be submitted for signature and approval by:
 - a) The Landlord
 - b) The Tenant Agency
 - c) The Department of Administration
 - d) The State Budget Agency
 - e) The Attorney General
2. Leases of real estate do not have to be competitively bid; however, you will be expected to follow the Procedural Requirements set by the Department of Administration as stated in this section.
3. Agencies (except judicial and legislative) must process leases through the Department of Administration.
4. No payments may be made under the lease unless the Auditor certifies that funds have been encumbered for such a purpose.
5. No obligations may be incurred for lands or structures without the prior approval of the State Budget Agency (with the exception of State Highways and the State Universities).

Important Guidelines

The following items are important guidelines that "must" be adhered to by all agency personnel involved in the leasing activity.

1. Agency personnel are not to contact or discuss possible leases with real estate agents, brokers, builders, building owners or their representatives unless given direct authorization by the Leasing Section of the Department of Administration.
2. Although our Standard Lease Form makes provision for holding over, this is not to be construed as a right and should not be used as an excuse by any agency to take more time than is necessary to perform their part of the leasing task.
3. Early possession or making a commitment to a landlord for needed space without the approval of the Department of Administration and the State Budget agency may be construed as "obligating the state without proper authority". IC 4-13-2-18(j) states in part, "If any appointive officer or employee of the state shall knowingly incur any obligation or shall authorize or make any expenditure in violation of the provisions of this chapter, or take any part, it shall be ground for removal of the appointive officer or employee of the state by the officer appointing the appointive officer or employee of the state."
4. Any agency that is negotiating its own lease and wishes to make changes to the state's standard boilerplate must first get approval from the Leasing Section of the Department of Administration.
5. Any new site that has been selected must meet the requirements of IC 4-20.5-5-7 or supply justification for not selecting this type of site. No lease will be approved that does not meet this requirement or supply sufficient justification for not complying with this requirement.
6. All changes in Landlords must be memorialized by amendment. An approved boilerplate form is available on the IDOA Leasing web page.
7. All improvements to leased space that will be paid for by the Tenant and are in excess of \$25,000 must be approved by amendment.

Space Utilization Standards

In order to lease efficient, cost-effective space the following space standards have been established. The use of these standards will make it easier to determine the maximum space allowed for each area required.

Office space standards shall be computed for all purposes in terms of total number of square feet per total number of employees in a given location, hereafter referred to as the "A/E." "A/E" benchmarks are established as follows:

Conventional Office Areas and Open Plan Office Areas, or a combination: 200 Square Feet per number of employees.

This square footage includes but is not limited to conference rooms, rest rooms, waiting areas, etc. Any assignment of space above the benchmarks must be justified by the Tenant Agency and approved by the Leasing Section.

The following breakdown should be used in your justification:

Staff	Recommended Square Feet
1. Commissioners	300
2. Directors	225
3. Division Heads/Chiefs/Deputy Directors	150
4. Supervisors/Managers/Staff w/ Office	100
5. Technical Personnel and Staff w/out Office	80
6. General Clerical & Secretarial	60
7. File Cabinets	7.5
8. Conference/Public areas/training	20 square feet Per Person

Circulation Space

- | | |
|---|---|
| 1. Secondary – The total for secondary horizontal circulation, including aisles and circulation space within the agency; circulation within large open space areas or between individual areas. | 15% of contingency area and staff |
| 2. Primary - The total for primary horizontal circulation, including space between or outside agencies, i.e.: major hallways from vertical areas to the agency. | 10% of Staff, contingency and secondary circulation |

Net Space Allocation Formula

Below is the formula to be used during the space allocation process. This formula is highly recommended for all new placements. It is mandatory for any agency requesting space over the 200 square feet per person guideline.

Staff Category	# of Staff	Sq Ft/Type	Allowable Sq Ft
Commissioner	X	300	=
Directors	X	225	=
Division Head/Chief/Deputy	X	150	=
Supervisor/Manager/Staff	X	100	=
Technical/Staff w/o office	X	80	=
General Clerical/Secretarial	X	60	=
Filing Cabinets	X	7.5	=
Conference / Public Areas / Training	X	20	=

Sub Total # 1 _____

15% of Sub Total #1
is Secondary Circulation

X _____ .15

Sub Total # 2

10% of Sub Total #1
is Primary Circulation

X _____ .10

Sub Total #3

By adding Sub Totals 1, 2 & 3 you will get;

Total Allowable Square Footage = _____

Procedural Requirements

The following categories explain the process for each type of leasing transaction.

I. Process when Tenant Representative is involved

1. Requirement identified by IDOA
2. SF 202 submitted to IDOA by agency
3. Assignment made to Tenant Representative firm by IDOA with a copy to the agency.
4. Representative will contact appropriate person within the agency to set up initial meeting. This meeting should take place within 1 week of the receipt of the assignment.
5. Prior to the meeting the agency person should deliver to the Representative their priority list, staffing numbers and classifications, adjacencies, number of offices needed and for what classifications, open areas and type of layout desired (systems furniture or built out cubicles etc.), conference rooms and any other necessary information that the Tenant Representative might need to assist in this placement.
6. The Tenant Representative and agency will meet to discuss the data gathered by the agency and location preferences.
7. Once the Tenant Representative has reviewed the information, they will put together a strategic plan and timeline for this placement and will report the results to IDOA and the agency.
8. Representatives will identify site options in the requested market.
9. Representatives will present site options to the agency within a week of the first meeting with the agency, provided the agency delivered the necessary information requested at the time of the first meeting.
10. Representatives and agency will tour selected sites.
11. Representatives will report feed back from these tours to IDOA.
12. Representatives and agency will determine a short list of properties or if not satisfied with the first set of properties will select additional properties to view. Once a short list of properties has been identified;
13. Representatives will prepare an RFP.
14. The RFP along with the required information listed in Section II D of this manual and the Tenant Representative's Commission Agreement will be sent to this short list of Landlords by the Tenant Representative.
15. Perspective landlords will be given 2 weeks to respond to the RFP.
16. Representatives will prepare a comparative analysis of the responding properties.
17. Proposals and analysis will be reviewed by IDOA and the agency and if deemed necessary best and final offers will be requested.
18. After final review a recommendation will be made by the Tenant Representative and the selection will be made by the agency.
19. IDOA will approve or disapprove the selection.
20. Agency will send letters notifying each respondent of their selection or non-selection.

21. Tenant Representative will complete any final negotiations with the selected respondent.
22. Any requested changes to the lease document will be approved or disapproved by IDOA.
23. Agency will prepare the lease document and start the signature process. (See **Section II**, I through M for proper process)
24. Agency and Tenant Representatives will start space planning and develop a time line.
25. Once lease is fully executed, Tenant Representative will assist the agency in construction oversight and coordinating timing on any systems furniture installation and/or data/phone installation with build out
26. Tenant Representative will report any issues that arise during the process to IDOA
27. Tenant Representative will be available for any troubleshooting necessary during the entire process and until punch list is completed and confirmation signed.
28. Tenant Representatives will deliver a post transaction summary put together by the tenant representative and the agency and deliver to IDOA.

II. Locating and Leasing New Space without Tenant Representation

When an agency believes that it has a need to lease space outside of the Government Centers, or needs to relocate an existing leased office into new space, these steps should be followed:

A. Submit SF 202 to IDOA

12 to 18 months prior to your desired move date, submit SF 202 to the Department of Administration, Leasing Section. Please complete all of the relevant, available information and send with a cover memo detailing the requirement.

B. IDOA determines options and approves

If it is determined that there is no space available within already owned or leased buildings, IDOA will approve the request and determine whether to make this an assignment for one of the Tenant Representative firms under contract, or whether the agency should handle this placement. Should it be decided that the agency will handle this placement the following procedures are to be followed.

C. Agency identifies space available in the desired market

The Agency will endeavor to obtain at least two or preferably three proposals from landlords whose space meets the agency's described needs. These potential landlords may be solicited in several ways; a news release, contact with local landlord's or their representatives who have available space in the target market and placement of the requirement on the IDOA solicitations web page.

D. Agency prepares RFP or State Form 203 package to send to interested landlords.

The potential landlords who request a proposal package should be given a package detailing the specific needs of the Tenant Agency.

Package should contain at minimum the following:

1. Number and classifications of employees along with the allotted amount of space designated for these positions
2. A description of the type of build out that you will need. (If you have a floor plan from another office that is similar to this one, use it as an example)
3. Number of offices required
4. Amount of open space
5. A breakdown of the adjacencies
6. Minimum build out requirements (Tenant build-out form)
7. Expected services: list that is in Section 7 of the boilerplate lease including section B and janitorial exhibit.
8. Insurance Requirement
9. **State Form 203, Proposal for Leasing Space**, (“SF 203”) <https://forms.in.gov/Download.aspx?id=5487>, or standard RFP (Request for Proposal)
10. Copy of appropriate Standard Lease Boilerplate.
11. Copy of the non-negotiable and mandatory clauses.
12. Definitions of downtown locations generated by IC 4-13-1.1-4 and IC 4-20.5-5-4.
13. Registration information for Buy Indiana and registering with the Secretary of State

E. Agency distributes SF 203 or RFP with the above information to the responding landlords

F. Tenant agency will receive responses and send a comparative analysis along with their preference to IDOA.

G. Selection made

In the event of a disagreement, pursuant to the aforementioned statute, IDOA will make the final decision as to the property to be leased.

H. Agency negotiates any final issues with the selected Landlord.

I. Agency prepares appropriate Lease document and sends it along with a W-9 for Landlord’s signature.

Upon the return of the signed document, the agency will then

J. Attach an EDS that was generated in PeopleSoft, the signed SF 202, the Comparative analysis, the clearances from DWD, SOS and DOR, and, if the lease term is longer than 4 years, the approval letter from IDOA, and send to the Department of Administration

K. IDOA will sign and forward through the balance of the signature process.

L. Once fully executed, lease will be returned to IDOA Leasing, we will retain a copy for our files and send the Tenant Agency the original.

M. Tenant Agency will retain original and send copy to the Landlord.

Note: It will be the responsibility of the Agency to supervise any leasehold improvements and to submit the letters of confirmation to IDOA once the agency has taken possession of the leased space.

III. Renegotiating a Lease for Existing Space without Tenant Representation

All renegotiations should begin at least 12 months prior to expiration.

A. Determine if the space is still appropriate for your need.

The following areas should be reviewed prior to sending SF 202 or beginning renegotiations.

- Does the space need painting or new carpet?
- Has the Landlord fulfilled his obligations?
- Has the Landlord been responsive when issues surfaced?
- Do your staffing numbers still justify this much space?
- What are other similar offices renting for in this market?
- Do a comparative market analysis (CMA)

If the answers and the CMA lead you to the determination to stay at this location, you will then do the following:

B. Submit SF 202 to IDOA

Submit SF 202 to IDOA, Leasing Section with a cover memo and the CMA attached. The SF 202 will not have your definite negotiated amount, but the market analysis should tell you and IDOA what the reasonable range to be negotiated should be.

C. IDOA determines reasonableness and approves

D. Send letter to Landlord requesting a proposal. Include any improvements that may be needed in this letter. Give him a time frame to respond. Once you have received the response:

E. Discuss with IDOA leasing the reasonableness of the Landlord's proposal.

- If the proposal is not acceptable, negotiate with landlord. If he will not come within reason, start Locating and Leasing New Space process (Section II).
- If the proposal is acceptable or you have negotiated to an acceptable rate, then follow the next steps.

F. Agency prepares appropriate lease document and sends it along with a W-9 for Landlord's signature.

G. Attach an EDS generated in PeopleSoft, the signed SF 202, the CMA and the clearances from DWD, SOS and DOR, and send to the Department of Administration.

- H. IDOA will sign and forward through the balance of the signature process.
- I. Once fully executed lease will be returned to IDOA Leasing, we will retain a copy for our files and send the Tenant Agency the original.
- J. Tenant Agency will retain original and send copy to the Landlord.

IV. Lease Renewals without Tenant Representation

- A. **Do a Comparative Market Analysis (CMA)**
12 months prior to expiration, conduct a CMA
- B. **Submit SF 202 and completed CMA to IDOA for approval**
- C. **IDOA approves SF 202**
- D. **Negotiate with landlord to reduce rate from pre-negotiated amount.**
- E. **Prepare Notice of Intent to Renewal Office Lease letter.**
The letter should comply with the notice requirements in Section 4. Option to Renew of the Lease. If you have missed that deadline, add the clause at the end of the form letter if the Landlord agrees to waive the notice requirement.
- F. **Prepare the Lease Renewal or Amendment for signatures.**
A renewal to extend the term of a lease may ONLY be used when:
 - the lease term has not exceeded the 10-year statutory maximum for leases; and
 - there are NO OTHER CHANGES to the lease terms (e.g., the rental rate and square footage remain the same).

If there are any changes to the lease terms, use a lease amendment to memorialize the terms during the extension period.
- G. **Attach a copy of the original lease, an EDS generated in PeopleSoft, the signed SF 202, the CMA and the clearances from DWD, SOS and DOR, and send to the Department of Administration.**
- H. **IDOA will sign (and if done by amendment, forward through the balance of the signature process).**
- I. **Once fully executed IDOA will retain a copy and send the Tenant Agency the originals.**
- J. **Tenant Agency will retain one original and send the other original to the Landlord.**

V. Other non-office lease types where the State is the Tenant
(Warehouse, Parking, Hangar, etc.)

- A. Send SF 202 to IDOA 12 months in advance, including cost estimates.**
Once approved,
- B. Agency prepares appropriate Lease document and sends it along with a W-9 for Landlord's signature.**
Once signed,
- C. Attach an EDS generated in PeopleSoft, the signed SF 202 and the clearances from DWD, SOS and DOR, and send to the Department of Administration.**
- D. IDOA will sign and forward through the balance of the signature process.**
- E. Once the fully executed lease is returned to IDOA Leasing, IDOA will retain a copy and send the Tenant Agency the original.**
- F. Tenant Agency will retain original and send copy to the Landlord.**

VI. Land Leases Where the State is the Landlord

1. Advertising Process:

- a. Post a Bid Notice on the IDOA Solicitations web page.
- b. Advertise through at least one other method, such as a notice in the local newspaper, grain elevator, seed supplier or farm supply store.
- c. Mail to any interested party, previous bidders and the current tenant (if there is one) a copy of the bid notice, copy of the lease and bid form to use to submit their bid.

All notices should contain the following:

- Agency contact person and their contact information
- County in which the land is located
- Number of acres
- The bid notice will provide bidders with 30 days to submit their bid
- Any additional information that the agency feels will make the process clear and precise.

2. Response Process:

Respondents will need to mail the bid form to your designated contact person with a money order or certified check that represents at least 25% of the total bid amount.

3. Selection Process:

- a. The agency will make the selection based on the highest bid.
- b. The Respondent who submits the highest bid on the required form and has met the requirements listed on the form and is not delinquent in paying taxes (Clearance by the Department of Revenue) or is making payments on a current lease with the Agency will be notified by mail of their award. All other bidders will be notified by mail that they were not selected.

4. Lease Process:

- a. Once a selection is made, the agency will send a lease document to the selected Respondent for his signature.
- b. Upon its return to the agency the agency will attach a People Soft generated EDS, have their agency head sign, and submit to IDOA for the balance of the signatures.
- c. Once the lease is fully executed, it will be returned to IDOA for distribution.
- d. IDOA will retain a copy for their files and return the original to the agency.
- e. The agency will keep the original and send a copy to the Tenant.

VII. Housing Leases

The Housing policy and boilerplate document can be found on the IDOA Leasing Web page. <https://www.in.gov/idoa/state-purchasing/contract-administration/leasing-boilerplates-and-documents/> For any additional information please contact IDOA Leasing.

We have yet to establish new pricing. You should continue to use the rental rates you are currently using.

Lease Clauses

Non-Negotiable Clauses

The following are a list of statutory limitations and policies that most often cause conflict when negotiating with new landlords. This list is a tool for you to refer to during negotiations. It should ALWAYS be included in your proposal package that is given to prospective landlords. The items listed below are NOT negotiable.

Inclusion of any of the following clauses will be cause for rejection!

1. Payment in advance, including security deposits. [IC 4-13-2-20]
2. Inappropriate time frame for making payments and inappropriate percentage of late fees. [IC 5-17-5-1]
3. Purchase of insurance by the State. [Property: IC 4-13-1-17; Personal injury: IC 34-13-3-20(b).]
4. Any term longer than four (4) years, unless accompanied by written approval from the Commissioner of Administration. [IC 4-13-1-4(10)(B).]
5. Indemnification of the landlord for anything, including but not limited to: personal injury, property damage, real estate commission, insurance premium increases, or damages caused by invitees. Reference: Landlord may look to IC 34-13-3 of the Tort Claims act and IC 34-30-9-2 for the allowable protection in this area.
6. Agreements to pay the landlord's attorney's fees for any matter whatsoever. This policy was established by the Attorney General's office concerning all leases. Reference: IC 4-6-2-11 and 4-6-3.
7. Acceptance of liability for the acts of persons on the premises who are not the agents or employees of the State. Reference: Landlord may look to IC 34-13-3 of the Tort Claims Act for the allowable protection in this area.
8. Waiver of rights granted to the State by statute.
 - a) The right to withhold payment in the event of a dispute. [IC 5-17-5-1, *et seq.*]
 - b) Waiver of subrogation in cases of personal injury. [IC 4-6-2-11] (Waivers of subrogation are appropriate only when limited to damage to State property or, in the case of waivers of both personal injury and property damage liability, the State has been named an additional insured on the landlord's insurance policy.)
 - c) Waiver of landlord's duty to repair structural elements of the leased premises.
 - d) Waiver of notices of defaults or other actions with adverse consequences for the State.

- e) Mechanics liens: no landlord discharge or release provision. Notice to cure may be sent to the State.
- 9. Uncapped or unknown costs: all price increases must be capped and/or linked to a definable dollar amount.
- 10. Insurance premium increases. We will accept a notice and opportunity to cure the cause of the increase should it be due to our usage.
- 11. Any unrealistic costs in the event of default or holding over, for example: 125% of the rental rate to be paid while in holdover.
- 12. Any provisions that are not applicable (i.e., bankruptcy, tax liens, etc.). The State is exempt from paying taxes.
- 13. Waiver of Subrogation: This is not an acceptable clause due to the fact that the State may not purchase insurance.
- 14. A governmental body may not enter into a cost plus a percentage of cost contract.
IC 5-22-17-1

Mandatory Clauses

The following 10 items are mandatory in all leases. The preferred wording for all leases is found in the State's Boilerplate document within this manual. No substantive changes will be allowed to these clauses.

- 1. Nondiscrimination
- 2. Cancellation for funding. [IC 5-22-17-5]
- 3. Drug-Free Workplace Certification (and certification if over \$25,000)
- 4. Ethics Clause in Compliance with Laws
- 5. Non-Collusion and Acceptance
- 6. Direct Deposit in Method of Payment
- 7. Telephone Privacy clause in Compliance with Laws
- 8. Indemnification
- 9. Employment Eligibility Verification
- 10. Indiana Law

Processing Lease Payments

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Landlord in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of the Lease except as permitted by IC 4-13-2-20.

Direct Deposit and Waiver forms may be found on the Auditor's web site at <https://www.in.gov/auditor/forms/>.

The agency will follow the Procurement PeopleSoft guidelines located at: <https://www.in.gov/idoa/procurement/procurement-training/>

After a lease is fully executed (signed and approved by all state signatories) a letter should be sent to the landlord giving them the purchase order number. (The Landlord will receive an official notice from the Auditor giving them the purchase order number but giving them the number in advance will help expedite the process.) The Tenant Agency letter should also include the following instructions and information:

- A. The Landlord must send a monthly invoice (in arrears), directly to the Tenant Agency. The invoice should contain the following:
 - An invoice number
 - A purchase order number
 - A description of service for which we are being billed in a line-item fashion, (rent, additional rent, utilities, leasehold improvements, etc.)
 - A remittance address
 - An amount due

- B. Provide the Landlord with the name and phone number of the person within your agency who will be the Landlord's contact in the event there are questions or problems.

Upon receipt of the Landlord's invoice, the Tenant Agency must send a claim voucher or a partial against a PO with the invoice to the Auditor for payment. When the Auditor has both documents the direct deposit can take place, or in the case of a landlord who has a valid waiver, a warrant (check) will be prepared and sent to the Landlord. (In the case of a claim voucher, the warrant will be sent to the Agency to mail to the Landlord.)

Payment During Holdover

In an acceptable case of holding over, such as negotiations taking longer than anticipated, the Landlord may be paid by claim voucher under the terms of the expired lease on a month-to-month basis. If the new agreement includes the time in holdover and contains an increase in monthly consideration, you may not pay that additional amount until the new lease is fully executed. Once the new lease is fully executed, you may make a one-time payment for the difference between the amount paid during holdover and the amount approved in the new agreement.

Miscellaneous Lease Templates & Forms

The most current versions of the State of Indiana's leasing templates may be found at this link. <https://www.in.gov/idoa/state-purchasing/contract-administration/leasing-boilerplates-and-documents/>

If the document you need is not listed on IDOA's Leasing Boilerplates and Documents webpage, please contact the Leasing Section for assistance.

Other helpful links:

- Request to Lease Space <https://forms.in.gov/Download.aspx?id=4587>
- Proposal for Leasing Space <https://forms.in.gov/Download.aspx?id=5487>
- IDOA Policy on State-Owned Housing
https://www.in.gov/idoa/files/RealEstate_LeaseforHousing_Policy.pdf

The following pages provide sample copies of State Form 202, Request to Lease Space, State Form 203, Proposal for Leasing Space, the minimum standards to be followed for leasehold improvements (Build-out Standards) and a Sample Notice Letter for Lease Renewal.

Request to Lease Space



REQUEST TO LEASE SPACE

State Form 202 (R5 / 8-01)

*Instructions: Please type or print all information.
Please include any necessary attachments.
After signature of your Agency Personnel, please forward to the
Indiana Department of Administration (IDOA), Leasing Section.*

Type of request:			
<input type="checkbox"/> New Lease	<input type="checkbox"/> Re-negotiation	<input type="checkbox"/> Renewal	<input type="checkbox"/> Amendment

A. CURRENT STATUS

Current date (month, day, year)	Name of requesting agency / division		
Current address (number and street)			
City, state, ZIP code			
Current square footage	Current square foot lease rate	Does this rate include all utilities and services?	
List additional expenses, if any:	Current Executive Order 99-04 category		
Current expiration date			

B. WHAT ARE YOU REQUESTING?

Desired square footage (If office space and in excess of 200 square feet per person guideline, attach a copy of a completed space justification formulary. If storage space, explain how you determined the square footage needed.)	
Desired term: (If in excess of 4 years, please attach a written request and justification.)	
Projected rental rate:	Projected annual additional rent costs: (utilities, janitorial, operating expenses, etc.)
Projected one time expense for such items as systems furniture, telephone / data, tenant improvements to be paid for by your agency.	
Projected move costs:	Projected Total cost:
Number of parking spaces needed:	Projected move date:

If you have already identified space, please attach an explanation as to how the property was identified, a 203 (Proposal for leasing space) with all relevant information including whether it's located in an area covered by Executive Order 99-04.

C. STAFFING INFORMATION

Number of full-time employees and classifications
Number of part-time employees and classifications
Number of any other type of employees working out of your office and their titles

D. APPROVAL

Agency Budget	Date (month, day, year)	Agency Leasing	Date (month, day, year)
IDOA, Leasing:			Date (month, day, year)

Proposal for Leasing Space



PROPOSAL FOR LEASING SPACE

State Form 203 (R3 / 8-01)

Please print or type all information.
May use attachments if necessary.

Type of space:	
<input type="checkbox"/> Office	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Other _____	

SECTION 1 - INFORMATION ON THE PROPOSED LANDLORD		
Name of proposed landlord		
Address (number and street, city, state, ZIP code)		
Name of contact person	Telephone number	
SECTION 2 - INFORMATION ABOUT PROPOSED PROPERTY		
Address of proposed property (number and street, city, county, state, ZIP code)		
Is the property a multi tenant or single tenant building?	Is the property ADA compliant?	
What type of construction is the building?		
Age of the building	Total rentable square feet within the building	Square feet available for lease
SECTION 3 - PROPOSAL		
Amount of square feet proposed to lease	Proposed commencement date	Cost per square foot
Cost per square foot includes:		
Parking <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, how many and where located	
Utility usage (i.e.: water, HVAC, electric gas, sewer) <input type="checkbox"/> Yes <input type="checkbox"/> No	If No, explain:	
Maintenance, upkeep and repair of all the building structure and systems <input type="checkbox"/> Yes <input type="checkbox"/> No	If No, explain:	
Janitorial services <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, describe the services to be performed and frequency	
Trash removal <input type="checkbox"/> Yes <input type="checkbox"/> No		
Additional services and / or charges <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, please explain:	
Improvements to the property <input type="checkbox"/> Yes <input type="checkbox"/> No	Describe the improvements and amount to be spent on improvements that are included in the rental rate of this proposal (use an extra sheet if necessary)	
Historic Building <input type="checkbox"/> Yes <input type="checkbox"/> No	Is the building located in one of the following area? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes please circle the appropriate one.	
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">1. The central business district of the town or city.</div> <div style="text-align: center;">2. A traditional neighborhood commercial district.</div> </div> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="text-align: center;">3. An urban Enterprise zone.</div> <div style="text-align: center;">4. A Brownfield.</div> </div>		
I HAVE READ A COPY OF THE STATE'S STANDARD LEASE AND AGREE TO USE THIS DOCUMENT AS IS.		
Signature		

Indiana Department of Administration Tenant Interior Build-out Information

MILLWORK

Provide Break room plastic laminate counter with redi made base and wall cabinets. **Length & location of cabinetry to be designated by tenant. Refer to plans provided.**

Provide Coat shelves and metal rods as located on the drawing. **Length & location of shelving to be designated by tenant. Refer to plans.**

DOORS

New interior doors to be prefinished stained 3'-0" x 7'-0" x 1 3/4" solid core birch doors. Frames to be prefinished knock down frames similar to Timely or Redi frames. Provide a lock on all entry & storage room doors. All doors to have new lever handle hardware (Schlage AL series or equal) and 3 hinges. Computer room to have dead bolt lock. Keying of locks to be coordinated with the tenant.

Number & location of doors to be designated by tenant. Refer to plans.

WINDOWS

Mini blinds or equivalent building standard window coverings to be provided on all windows.

FINISHES

Walls to be 3 5/8" metal studs at 16 "on center, with 5/8" drywall each side.

Walls

to extend to the underside of ceiling grid. Provide insulation in all Conference

Rooms & Restroom walls, and 2'-0" each side of those walls above ceiling. Extend restroom walls up to deck. Extend demising walls up to deck (unless return air plenum).

Provide new 2 x 4 suspended 15/16" ceiling grid & 2 x 4 acoustical square edge lay-in tiles (Armstrong Cortega or equal), at +8'-6" minimum ceiling height.

Carpet: All areas except those noted below.

J & J Commercial, Counterpart, or approved equal.

Minimum specifications: 26 oz., 100% nylon (J&J Encore SD Ultima), 1/10-gauge, .124-inch finished pile thickness, 7,548 density, & Fluorochemical Treatment. Carpet must meet Class 1 Standards on all Physical Testings for Flammability, Smoke, Static Generation, & ADA Compliance.

VCT: Break Room, Storage Rooms, & other areas specified for VCT:

Mannington Commercial, Essentials, 12"x12" tiles, or approved equal.

Ceramic Floor Tile: Restrooms to have 8"x8" porcelain paver floor tile.
Vinyl Base: 4" Johnsonite or V.P.I., coved, 120 linear feet roll goods,
or approved equal.

Paint all walls with 2 coats of eggshell latex paint.

ELEVATOR

Provide ADA elevator, where required, with access to all occupied levels.
Elevator must meet ADA requirements.

FIRE PROTECTION

Provide Fire sprinkler system through out the entire space with the system in the computer room (where applicable) to be a preaction type.

PLUMBING

Provide a Break room stainless steel sink with hot & cold water.
Provide all restroom fixtures, and drinking fountains, to comply with ADA, in numbers meeting current building codes.

HVAC

Provide heating & cooling system to condition the space to the following criteria:
Summer: Cool to 75 degrees with design condition of 92 degrees dry bulb/
76 degrees wet bulb
Winter: Heat to a minimum of 70 degrees with a design condition of 0 degrees outside air temperature.

Fresh air to be provided based upon the proposed number occupants at 20 cfm of outside air per person at the density of 1 person per 200 RSF.

There will not be any humidification nor special dehumidification.

ELECTRIC

Provide new 2 x 4 fluorescent light fixtures, with prismatic or parabolic lenses, T-8 lamps. Provide 1 light per every 75 square feet. Provide one light switch per each individual room, and one switch in open areas per each bank of 25 lights. Light level at 50-foot candles at desktop. **Refer to plans for suggested location of light fixtures. Any deviations taken from that plan by the electrician are subject to final approval from the tenant & their space planner.**

Provide life safety horn/strobes/alarm system as required by building code.

Provide Exit signs and emergency lighting as required by building code.

Workstations: Power connection to panel system with a capacity of 1 circuit per 3 workstations and empty conduit with a capacity for 2 data/comm. cables per workstation.

Stations to be powered off of a wall or column where applicable, floor boxes if in the center of an open area; no power poles unless with Tenants prior written approval.

Medium Offices: (up to 150 sq. ft.) 2 standard electrical duplex outlets & 1 empty box for data/comm. cables.

Large Offices: (over 150 sq. ft.) 3 standard electrical duplex outlets & 1 empty box for data/comm. cables.

Lg. Conference Rm. (over 500 sq. ft.) 8 standard electrical duplex outlets and, 4 empty boxes for data/comm. cables.

Other Conferences: 3 standard electrical duplex outlets & 1 empty box for data/comm. cables.

Provide power and an empty box for data/comm. cable to each copier, printer, and fax machine.

Reception area: 4 standard duplex elec, 1 data/comm.

General Purpose: Provide convenience and cleaning outlets to be able to reach using a maximum of a 50' appliance cord.

Refer to plans for exact locations of all electrical & data outlet devices.

All cable & wiring for telephones & computers is excluded or performed by Landlord per Tenant's specifications and reimbursed by Tenant. Contractor shall be responsible for providing the empty data box & pullstring only.

- Signage issues to be discussed.

**COMPUTER ROOM/COMMUNICATION'S ROOM SPECIFICATIONS –
SATELLITE OFFICE**

Electrical and Grounding Requirements

Data Communications Rack Power Requirement

The data communications rack requires a dedicated circuit. The circuit must be 110 vac supplied on a 20-amp breaker. The single gang outlet must be installed approximately 12 inches from the floor and no further than 5 feet from the present or future equipment rack (wall mount or floor mount). Communications Room drawing will display location of installation.

Data Communications Rack Grounding Requirements

The data communications rack requires a #6 copper solid or stranded grounding wire with a green sheath. The wire must be continuous length (no splices). The wire must be connected to the grounding bus bar of the nearest power panel. Verify the grounding bus of the power panel is grounded to the Multi Ground Neutral. The Multi Ground Neutral must be connected to the driven grounding electrode at the service entrance. Mount a busbar (GB10) to the communications backboard and attach the #6 ground wire. If the communications backboard is not in place leave a sufficient amount of wire coiled in a service loop with the GB10 attached. Provide approximately 20 feet of the #6 ground wire for the communications installers to ground the data communications rack, telephone system, and communications cable lightning protectors to the ground busbar.

Telephone System Power Requirements

The telephone system requires a dedicated circuit. The circuit must be 110 vac supplied on a 20-amp breaker. The single gang outlet must be installed approximately 12 inches from the floor and no further than 3 feet from the future telephone system (wall mount). Communications Room drawing will display location of installation.

Telephone System Grounding Requirements

(See Data Communications Rack Grounding Requirements above.)

Fileserver Power Requirements

The fileserver requires a dedicated circuit. The circuit must be 110 vac supplied on a 20-amp breaker. The single gang outlet must be installed approximately 12 inches from the floor and no further than 3 feet from the future fileserver location.

Room Dimensions:

For most county sites, a room 8 feet by 10 feet should be sufficient.

Physical environment:

The computer room/communication's room environment must match the office environment for the staff. Sufficient air conditioning, heating, and airflow must be provided to maintain this environment. DTS FSSA recommends running the Netfinity servers in temperatures from 70-80 degrees F. The heat output for the Netfinity Admin Server, & UPS together is around 2200 BTU.

COMPUTER ROOM/COMMUNICATION'S ROOM SPECIFICATIONS – ICES/MAGIK OFFICE

Electrical and Grounding Requirements

Data Communications Rack Power Requirement

The data communications rack requires a dedicated circuit. The circuit must be 110 vac supplied on a 20-amp breaker. The single gang outlet must be installed approximately 12 inches from the floor and no further than 5 feet from the present or future equipment rack (wall mount or floor mount). Communications Room drawing will display location of installation.

Data Communications Rack Grounding Requirements

The data communications rack requires a #6 copper solid or stranded grounding wire with a green sheath. The wire must be continuous length (no splices). The wire must be connected to the grounding bus bar of the nearest power panel. Verify the grounding bus of the power panel is grounded to the Multi Ground Neutral. The Multi Ground Neutral must be connected to the driven grounding electrode at the service entrance. Mount a busbar (GB10) to the communications backboard and attach the #6 ground wire. If the communications backboard is not in place leave a sufficient amount of wire coiled in a service loop with the GB10 attached. Provide approximately 20 feet of the #6 ground wire for the communications installers to ground the data communications rack, telephone system, and communications cable lightning protectors to the ground busbar.

Telephone System Power Requirements

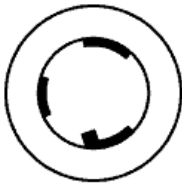
The telephone system requires a dedicated circuit. The circuit must be 110 vac supplied on a 20-amp breaker. The single gang outlet must be installed approximately 12" from the floor and no further than 3 feet from the future telephone system (wall mount). Communications Room drawing will display location of installation.

Telephone System Grounding Requirements

(See Data Communications Rack Grounding Requirements above.)

Fileserver Power Requirements for DCS Offices (MAGIK server sites)

At the main DCS office in each county, a dedicated circuit is required to supply power to the servers and network equipment installed there. “Main” is defined as the office where the MAGIK server is located. The following are the requirements for the circuits:



1. Installation of a 30AMP, 110-volt circuit with an L5-30 locking plug – a picture of the plug type is shown above:
2. Electrical circuit must be located not more than 6’ from the location of the 2 servers that are currently housed at the main DCS office.
3. The servers and the electrical equipment will be housed in a floor-standing cabinet that is of the following dimensions:
 - Height (including monitor) – 5 ½ ft.
 - Width – 2 ½ ft.
 - Depth – 3 ½ ft.

All offices, with the exception of Lake, Marion and Allen Counties, are required to have (1) circuit installed. Lake, Marion and Allen County locations require (2) circuits.

Room Dimensions:

For most county sites, a room 10 feet by 10 feet should be sufficient. Smaller counties may be 8’ x 8’.

Physical environment:

The computer room/communication’s room environment must match the office environment for the staff. Sufficient air conditioning, heating, and airflow must be provided to maintain this environment. DTS FSSA recommends running the Netfinity servers in temperatures from 70-80 degrees F. The heat output for the Netfinity Admin Server, & UPS together is around 5500 BTU.

Revised 11/18

SAMPLE NOTICE LETTER FOR LEASE RENEWAL

DATE

Landlord's Name
Address
City, State Zip Code
E-mail:

RE: Notice of Intent to Renew State of Indiana Office Lease # _____ ("Lease")

Dear Mr./Ms. _____,

Pursuant to Section 4 [Option to Renew] of the Lease, this letter is to serve as notice of the State of Indiana's intent to renew its Lease for _____ square feet of space located at _____ in the City of _____, County of _____, State of Indiana.

The renewal will begin immediately upon expiration of the original term of the lease and shall be in effect from _____ through _____, unless otherwise specified within the lease document. The rental rate shall not exceed _____ per month, which represents an annual square foot amount of _____.

The extension of the Lease term will be finalized by a written renewal (or amendment) to the Lease signed by all parties and state approving agencies. You will be provided with the Lease renewal (or amendment) for your signature as soon as it is prepared.

Sincerely,

APPROVED BY:

AGENCY Representative
Tenant
Administration

Steve Harless
Indiana Department of

IF NOTICE IS NOT PROVIDED TIMELY, INCLUDE THIS SECTION:

In the event that the timeliness of this Notice does not comply with Section 4 of the Lease, Landlord signifies his/her willingness to waive the time limit for notice and accept this renewal of the Lease by signing below and returning to Tenant.

Landlord:

Signature

Date: _____

Printed Name

NOTES

