

TBR TEMPLATE

REQUEST FOR PROPOSALS

Office Space

Located in:

_____ County, Tennessee

RFP TRANSACTION NUMBER:

STATE OF TENNESSEE
Tennessee Board of Regents

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Release Date: _____, 20____

1. INTRODUCTION

1.1. Statement of Procurement Purpose

The State of Tennessee, Tennessee Board of Regents, hereinafter referred to as the "State" or "Tenant," has issued this Request for Proposals ("RFP") to define the State's leasing requirements; solicit proposals; detail proposal requirements; and outline the State's process for evaluating proposals and selecting office space to be leased in the location specified in this RFP.

Through this RFP, the State seeks to procure the leased space that best fits the State's needs at the most favorable, competitive rental rates and to give ALL qualified proposers (each individually, a "Proposer" and collectively, the "Proposers") including those that are (or are owned by) minorities, women, Tennessee service-disabled veterans, and small business enterprises, opportunity to do business with the State as lessor.

1.2. Scope of Lease, Lease Term, and Terms & Conditions

The State has a need for office space and hereby invites proposals for lease in accordance with the requirements and conditions contained in this RFP.

1.2.1. LOCATION

Within _____ County, Tennessee and within the boundaries set forth on Attachment 6.6.

1.2.2. SPACE REQUIREMENT

The initial space requirement is approximately _____ useable square feet of contiguous space. As used herein, "contiguous" means space that is adjacent including floors below or above. Proposals with square footages having a 15% deviation (up or down) will be considered. See Attachment 6.6 for further information about the space requirements.

All measurements, which Tenant will require the specific right to independently verify, must be computed in accordance with the American National Standard method of measuring floor area in office buildings of the Buildings Owners and Managers Association International (ANSI/BOMA Z65.1-2010).

1.2.3. PARKING REQUIREMENT

Tenant requires safe, convenient, and accessible parking. Tenant will require, as a minimum, the number and types of parking spaces as set forth on Attachment 6.6. The parking provided shall include handicap parking to meet the relevant code requirements and the parking spaces provided to the State shall include a pro rata share of handicap parking if the parking lot serving the State's premises contains more spaces than those required by the State and such lot is utilized by others.

1.2.4. INITIAL TERM

Tenant requests the Landlord propose a _____ year lease term [**and a _____ lease term.**]

1.2.5. TERM COMMENCEMENT

Tenant requires that the leased space be made available to the Tenant in the condition required by this RFP no later than _____.

1.2.6. TERMS AND CONDITIONS

The RFP Attachment 6.5., Standard Form of Lease including Exhibit A details the State's desired terms and conditions and substantially represents the lease that the successful Proposer must sign. In order to submit a Proposal on the State's desired Terms and Conditions, the cost proposal response in RFP Attachment Section 6.3., Cost Proposal, must be filled out in its entirety and exactly as requested. However, the State is willing to consider alternative terms and conditions to those set forth in the Standard Form of Lease including Exhibit A (RFP Attachment 6.5.). Any proposed alterations on which the Proposer is basing an alternative proposal, shall be identified as a red-line document of the RFP Attachment 6.5., Standard Form of Lease, in conjunction with a corresponding red-line document of the cost proposal response in RFP

Attachment Section 6.3., Cost Proposal. While the State is willing to consider alternative terms and conditions, the State has no obligation to consider or to agree to any proposed alterations. Proposers may suggest Proposed Alternative Terms, such as variations on the following items (this list is intended to be representative and not exhaustive):

- Lease term
- Termination Options and terms related thereto
- Operating Expenses

See Section 3.1.2. for instructions on how to submit Proposed Alternative Terms.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a lease pursuant to this RFP or in the employment practices of the lessor under such lease, on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The successful Proposer pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP TRANSACTION NUMBER XX-XXXX

1.4.2. **Unauthorized contact about this RFP with employees, officials, or consultants of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Potential Proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator during the proposal process:

Tennessee Board of Regents
c/o Pat Gregory
1415 Murfreesboro Road, Suite 664
Nashville, TN 37217
Phone: 615/366-4498
Email: pat.gregory@tbr.edu

1.4.2.2. Intentionally Deleted.

1.4.2.3. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and
- b. the following individual designated by the TBR to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Wendy Thompson
Vice Chancellor for Organization Effectiveness and Strategic Initiatives
Tennessee Board of Regents
1415 Murfreesboro Pike, Suite 344
Nashville, TN 37217

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. All oral communications of any type will be unofficial and non-binding.
- 1.4.4. Proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Questions and Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential Proposers from whom the State has received a Notice of Intent to Propose (RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information; however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. Assistance to Proposers With a Handicap or Disability

Potential proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Proposer Required Review & Waiver of Objections

- 1.6.1. Each Proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.5., Standard Form of Lease including Exhibit A, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively, "Questions and Comments").
- 1.6.2. Any Proposer having Questions and Comments concerning this RFP must provide such in writing to the State no later than the Written Questions and Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions and Comments Deadline.

1.7. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential proposals may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Tennessee Board of Regents
Suite 664 Facilities Conference Room, 10:00 AM CDT
1415 Murfreesboro Pike
Nashville, TN 37217

The Pre-Proposal Conference will be held by teleconference on the following number:

1.8. **Notice of Intent to Propose**

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers are requested to submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. **Proposal Deadline**

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. The proposal must respond, as required, to this RFP (including its attachments), as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. SCHEDULE OF EVENTS

2.1. RFP Schedule of Events

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Advertised		Day 0
2. Disability Accommodation Request Deadline		Day 0 + 2 calendar days
3. Notice of Intent to Propose		Day 0 + 7 calendar days
4. Pre-proposal Conference (conference call)	10:00 AM	Day 0 + 14 calendar days
5. Written "Questions & Comments" Deadline		Day 0 + 21 calendar days
6. State Response to Written "Questions & Comments"		Day 0 + 23 calendar days
7. Proposal Deadline	2:00 PM	Day 0 + 28 or 35 calendar days
8. State Completion of Mandatory Requirement Proposal Evaluations		Deadline + 3 calendar days
9. State Opening of Cost Proposals		Deadline + 4 calendar days
10. State Completion of Cost Proposal Evaluations		Deadline + 2 calendar days

11. State Notice of Intent to Award Issued <u>and</u> RFP Files Opened for Public Inspection		Deadline + 2 calendar days
12. Executive Sub Committee of the State Building Commission Approval Sought (If lease term is greater than 5 years or annual rent is greater than \$150,000)		First ESC after 10 days minimum after Notice Intent to Award)
13. Lease is circulated to successful Proposer for Signature		SC Approval + 7 calendar days
14. Lease Signature Deadline		SC Approval + 21 calendar days
15. Lease Commencement/Occupancy Date		Specific to each project

2.2. The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary. Any adjustment of the Schedule of Events, except for changes after the Notice of Intent to Award is issued agreed to with the best evaluated proposer, shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.8).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

A response to this RFP must consist of a Mandatory Requirements Proposal (including any supporting documentation) and separately sealed Cost Proposal(s). (As more particularly expressed in Section 3.1.2. below, a Proposer may provide more than one Cost Proposal.)

- 3.1.1. **Mandatory Requirements Proposal.** The RFP Attachment 6.2., Mandatory Requirements Proposal requires that the proposer provide certain information and documents.

NOTICE: A Mandatory Requirements Proposal should not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) references to “free parking” are included in any part of the Mandatory Requirements Proposal, the State may deem the proposal to be non-responsive and reject it

3.1.1.1. A Proposer must duplicate and use RFP Attachment 6.2., completed with proposal page numbers, to cover (as a table of contents), organize, reference, and complete the Mandatory Requirements portion of the proposal.

3.1.1.2. All information and documentation included within a proposal must address a specific requirement of RFP Attachment 6.2. and must be clearly referenced. The State will deem any information not meeting these criteria to be extraneous and will not review it.

3.1.1.3. A Proposer must sign and date the Mandatory Requirements Proposal.

- 3.1.2. **Cost Proposal.** Cost Proposals may be submitted in one or both of the following forms: A Cost Proposal for the State’s desired Terms and Conditions (“Base Cost Proposal”) and/or one or more Cost Proposals with proposed Alternative Terms (“Alternate Cost Proposal”).

NOTICE: If a proposer fails to submit a Base or Alternate Cost Proposal exactly as required, the State may deem the proposal to be non-responsive and reject it.

3.1.2.1. A Base Cost Proposal must be submitted on an exact duplicate of the RFP Attachment 6.3., Cost Proposal.

3.1.2.1.1. The Base Cost Proposal shall incorporate ALL costs for services under the lease for the total lease term.

3.1.2.1.2. A Proposer must sign and date the Base Cost Proposal.

3.1.2.2. An Alternate Cost Proposal should be submitted with a red-line modification of the RFP Attachment 6.3., Cost Proposal and a red-line modification of Attachment 6. 5., Standard Form of Lease, including Exhibit A, if applicable.

3.1.2.2.1. In the event that an Alternate Cost Proposal includes or is based on alternate Terms and Conditions, those must be clearly stipulated in the form of a red-line modification of the RFP Attachment 6.5., Standard Form of Lease.

3.1.2.2.2. Each Alternate Cost Proposal shall incorporate ALL costs for services proposed under the lease for the proposed lease term.

3.1.2.2.3 Each Alternate Cost Proposal shall be clearly marked as an alternate proposal and must be specific, address all necessary terms, and be concise.

3.1.2.2.4 A proposer must sign and date each Alternate Cost Proposal.

3.1.2.3. A Proposer must submit the Cost Proposal(s) to the State in a sealed package separate from the Mandatory Requirements Proposal (as detailed in RFP Sections 3.3.3., *et seq.*).

3.2. STATEMENT OF FINANCIAL INTERESTS

It is a requirement of Tennessee Code Annotated Section 12-2-114 that a statement listing the names of any and all persons financially interested in the proposed space be contained in the Lease Proposal. This requirement includes the interests of the owner/agent, any lienholders or any known future purchasers or lienholders. This information is to be provided in RFP Attachment 6.3., Cost Proposal.

3.3. SUBMISSION OF PROPOSALS

A Proposer must deliver a proposal in response to this RFP as detailed below. The State may not accept a proposal delivered by any other method. Each Proposal should include a Proposal Package Cover Sheet in the form of RFP Attachment 6.1.1., which shall reference any amendments to the RFP.

3.3.1. A Proposer must ensure that the original Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.

3.3.2. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Tennessee Board of Regents
c/o Pat Gregory
1415 Murfreesboro Road, Suite 664
Nashville, TN 37217
Phone: 615/366-4498
Email: pat.gregory@tbr.edu

3.3.3. A Proposer must submit original Mandatory Requirements Proposal and Cost Proposal documents and copies in separate sealed envelopes or packages as specified below.

3.3.3.1 One (1) original of the Mandatory Requirements Proposal paper document must be placed in a sealed package labeled:

“RFP TRANSACTION # [RFP NUMBER] MANDATORY REQUIREMENTS PROPOSAL ORIGINAL”

and one (1) copy of the Mandatory Requirements Proposal in the form of one (1) digital document in “PDF” format properly recorded on an otherwise, blank, standard file storage medium such as a CD or flash drive labeled:

“RFP TRANSACTION # [RFP NUMBER] MANDATORY REQUIREMENTS PROPOSAL COPY”

3.3.3.2. One (1) original of the Base Cost Proposal and/or one (1) original of each Alternate Cost Proposal paper document must be placed in a sealed package labeled:

“RFP TRANSACTION # [RFP NUMBER] COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF/XLS” format properly recorded on separate, blank, standard file storage medium such as a CD or flash drive labeled:

“RFP TRANSACTION # [RFP NUMBER] COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

- 3.3.3.3. The separately sealed Mandatory Requirements, Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP TRANSACTION # [RFP NUMBER] SEALED MANDATORY REQUIREMENTS PROPOSAL & SEALED COST PROPOSAL(S) FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.3.4. A Proposer must separate, seal, package, and label the documents and copy file storage mediums for delivery as follows.

- 3.3.4.1. The Mandatory Proposal Requirements Response original document and copy file storage mediums must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP TRANSACTION # [RFP NUMBER] MANDATORY REQUIREMENTS PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.3.4.2. The Base Cost Proposal and/or each Alternate Cost Proposal original document and copy file storage mediums must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP TRANSACTION # [RFP NUMBER] COST PROPOSAL(S) FROM [PROPOSER LEGAL ENTITY NAME]”

3.4 Proposal & Proposer Prohibitions

- 3.4.1. A Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or lease termination.
- 3.4.2. A Proposer shall not provide, for consideration in this RFP process or subsequent lease negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State may deem the Proposer’s proposal non-responsive and reject it.
- 3.4.3. A Proposer shall not be (and the State will not award a lease to):
- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or in any manner superintends the services being procured in this RFP;
 - b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a “blind trust” arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.4.3., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term “employee of the State of Tennessee” shall not include individuals performing volunteer services for the State of Tennessee.

3.5. Proposal Errors & Revisions

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.6. Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

NOTICE: If a Proposer fails to submit a Cost Proposal(s) exactly as required, the State may deem the proposal non-responsive and reject it.

3.7. Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4. GENERAL LEASING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and will revise the RFP Section 2, Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (RFP Section 1.8). A proposer must respond, as required, to the RFP, including all attachments and amendments.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2. The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP.

4.4. Disclosure of Proposal Contents

4.4.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this ownership right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.4.2. The State will hold all proposal information in confidence during the evaluation process.

4.4.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice or Notice of Intent to Award as applicable, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.5. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. PROPOSAL EVALUATION & LEASE AWARD

5.1. Intentionally Deleted.

5.2. Intentionally Deleted.

5.3. Evaluation Process

The proposal evaluation process is designed to identify the Responsive, Responsible Proposer offering the lowest "Average Annual Effective Cost". The term "Responsive" means a person or entity which has submitted a proposal which conforms in all material respects to the RFP. The term "Responsible" means a person or entity which has the capacity in all material respects to perform fully the Lease requirements, and the integrity and reliability that will assure good faith performance.

5.3.1. Mandatory Requirements Proposal Evaluation.

The RFP Coordinator will review each Mandatory Requirements Proposal to determine compliance with RFP Attachment 6.2. Mandatory Requirements Proposal. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the RFP Coordinator shall seek the advice of an attorney on the staff of the Tennessee Board of Regents Office of General Counsel who will review the proposal and document his/her determination of whether:

- a. the proposal adequately meets requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or
- c. the State will determine the proposal non-responsive to the RFP and reject it.

5.3.2. **Cost Proposal Evaluation.** After evaluation under Section 5.3.1. above, the RFP Coordinator will review the Base and/or Alternate Cost Proposal(s) submitted by each apparent Responsive and Responsible Proposer. The RFP Coordinator will assess whether each Cost Proposal complies with RFP requirements without qualification. The RFP Coordinator will document, in writing, any determination (and the specific reasons therefore) that a Cost Proposal is non-compliant with requirements such that the Proposer is non-responsive to the RFP. If a respondent proposes alternate terms that the State desires to accept, all other proposers will be requested, in writing, to provide a proposal to the State including those same alternate terms within not less than three (3) business days of the date of receipt of the request from the State for a subsequent proposal. The RFP Coordinator will then calculate the "Average Annual Effective Cost" to the State for each compliant and responsive Cost Proposal that is determined to meet the State's desired terms. The Average Annual Effective Cost is calculated by dividing the total expense anticipated to be paid by the State for the leased premises for each year of the lease term proposed, including base rent and any applicable Standard Cost Estimates for the proposed square footage, by the lease term proposed. Standard Cost Estimates for this RFP which will be used for any expenses not included in base rent are set forth on RFP Attachment 6.3, Cost Proposal. Upon completion of the calculation set forth above, the RFP Coordinator prepare a list (the "Evaluation List") of the proposals that were calculated in order from lowest Average Annual Effective Cost to highest. All evaluations will be completed in compliance with the TBR Lease Procurement Policies & Procedures approved by the State Building Commission.

The TBR Standard Cost Estimates and the TBR Lease Procurement Policies & Procedures can be found on the Office of State Architect's (OSA) website, <http://www.tn.gov/finance/OSA/policies.shtml>, under the SPA Policies & Procedures heading.

5.4. Lease Award Process

5.4.1. After the evaluation process, the RFP Coordinator will forward the Evaluation List to the proper officials of Tennessee Board of Regents who will consider the same to determine which Proposal

should be accepted in accordance with the TBR Lease Procurement Policies and Procedures. Once such determination has been made, the Tennessee Board of Regents shall issue a notice of intent to award the lease to all Proposers

- 5.4.2. Upon issuance of the Notice of Intent to Award, the State will make the RFP files available for public inspection.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

- 5.4.3. The Proposer identified in the Notice of Intent to Award must sign a lease drawn by the State pursuant to this RFP. The lease shall be substantially the same as the RFP Attachment 6.5., Standard Form of Lease except as modified by the State, if modified. The Proposer must sign the lease no later than Lease Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed lease by the deadline, the State may determine that the Proposer is non-responsive to this RFP, reject its proposal and select a different proposal based on the proposal evaluation and lease award process outlined in this RFP.

5.5. RFP Files Open

The State will make the RFP files available for public inspection on the date specified in the RFP Section 2, Schedule of Events. The files will remain open for public review from that date.

5.6. Protest Process

Any protests or appeals of protests pursuant to this RFP or the Notice of Intent to Award shall be handled in accordance with State Building Commission By-laws, Policy and Procedure Item 18, which contains time periods and other requirements for the filing of a protest.

5.7. Lease Approval and Lease Payments

- 5.7.1. This RFP and its proposer selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in any Proposer. State obligations pursuant to a lease award shall commence only after the lease is signed by the State and the Proposer and after the lease is approved by all other State officials as required by applicable laws and regulations.
- 5.7.2. No payment will be obligated or made until the relevant lease is approved as required by applicable statutes and rules of the State of Tennessee.

PROPOSAL PACKAGE COVER SHEET

Office Space

Located in:

_____ County, Tennessee

RFP TRANSACTION NUMBER # _____



Any blank spaces may cause Proposal to be unacceptable and rejected.

Proposer Identification:

Proposer _____

Address _____

The Proposer the following amendments to the RFP, and this Proposal reflects the Proposer's consideration of these amendments: [list amendments received, if any]

PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Proposal (as required by RFP Attachment 6.2., Proposal Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

- 1. The Proposer will comply with all of the provisions and requirements of the RFP.
- 2. The Proposer will perform pursuant to the terms of the lease agreed to by the parties, if applicable, for the total lease term.
- 3. The Proposer will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
- 4. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
- 5. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
- 6. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting lease.
- 7. The proposal submitted in response to the RFP shall remain valid for at least 90 days subsequent to the date of the Proposal opening and thereafter in accordance with any lease entered into pursuant to the RFP.

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any lease awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer’s company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual’s authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

Signature: _____

PRINTED NAME AND TITLE: _____

DATE: _____

PROPOSER LEGAL ENTITY NAME: _____

PROPOSER FEDERAL ID NUMBER OR SSN: _____

MANDATORY REQUIREMENTS PROPOSAL

Proposer Legal Entity Name:	
Proposed Building Address:	
Proposer Signature:	
Printed Name and Title:	
Date:	

The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

Proposal Page # (Proposer completes)	Item Ref.	Mandatory Requirements	Pass/Fail (State Use ONLY)
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
	A.1	The space offered is identified and described as follows (<u>Address of proposed space should be the 911 Emergency Address</u>): Name of Building _____ 911 Street Address _____ City _____ State _____ Zip Code _____	
	A.2.	Statement of Certifications and Assurances: Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.2.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting lease. The document must be signed without exception or qualification.	

Proposer Legal Entity Name:			
Proposed Building Address:			
	A.3.	<p><u>Conflict of Interest:</u> Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the lease has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p>NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</p>	
	A.4.	Provide the Usable Square Footage of the Proposed Space.	
	A.5.	Provide Site Location and Access Maps.	
	A.6.	Provide photographs: a building elevation, the primary entrance lobby, and at least one as-is photo of each floor proposed.	
State Use – RFP Coordinator Signature, Printed Name & Date:			

COST PROPOSAL

Proposer Legal Entity Name:	
Proposed Building Address:	
Proposer Signature:	
Printed Name and Title:	
Date:	

SECTION A - PROPOSAL TERMS

The Proposer must address all items detailed below and provide, in sequence, the information as requested (referenced with the associated item references).

Note: Proposer must answer each question as set forth in this section. Any blank spaces shall be considered as giving the State the right to provide an estimate for the associated costs.

- A. **Delivery Date:** Please indicate the date you anticipate being able to deliver the Premises to State in the condition specified in RFP Attachments 6.4 and 6.6. (collectively, the "Landlord's Delivery Requirements"):

SECTION A CONTINUES ON NEXT PAGE

Proposer Legal Entity Name:	
Proposed Building Address:	

B. Financial Interest Parties: As required by T.C.A. Section 12-2-114, the names of any and all persons financially interested in the Lease are as follows:

Name _____

Telephone Number _____

Address _____

Name _____

Telephone Number _____

Address _____

Name _____

Telephone Number _____

Address _____

Name _____

Telephone Number _____

Address _____

Name _____

Telephone Number _____

Address _____

THIS ITEM MUST BE COMPLETED

(use additional copies of this page as necessary)

Proposer Legal Entity Name:	
------------------------------------	--

Proposed Building Address:	
-----------------------------------	--

SECTION B—RENTAL RATE

The responses to RFP Attachment 6.3.B. will be analyzed to establish the Average Annual Effective Cost. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency.

Note: Proposer must answer each question as set forth in this section. Any blank spaces shall be considered as giving the State the right to provide an estimate for the associated costs.

1. **Rental Rate:** Please use the table below to propose your rental rate(s). The State desires to have a full service rental rate with no pass through of operating expenses. Any base rental rate escalations should be fixed escalations rather than indexed escalations. Please quote all rental rates on a per rentable square foot basis. Any adjustments to the base rental rates (such as free rent) should be reflected in the table.

Complete the table below to indicate the rental rate the Proposer is willing to offer the State for either of the following proposals.

Proposal A:

- **Termination Rights**— The State may terminate the Lease for convenience or for cause. (See Paragraph 7 of the Lease).

Proposal B:

- **Termination Rights**—**The State may only terminate the Lease for cause as described in Paragraph 7B of the Lease. (Paragraph 7A of the Lease to be deleted).**

Proposal A: _____ Year Term with Termination for Convenience

	Rate/RSF	Annual Rental Rate
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Total Base Rent for the Proposed Term:		

SECTION B CONTINUES ON NEXT PAGE

Proposer Legal Entity Name:	
Proposed Building Address:	

Proposal B: _____ Year Term without Termination for Convenience

	Rate/RSF	Annual Rental Rate
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Total Base Rent for the Proposed Term:		

Proposal C: _____ Year Term with Termination for Convenience

	Rate/RSF	Annual Rental Rate
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Total Base Rent for the Proposed Term:		

Proposal D: _____ Year Term without Termination for Convenience

	Rate/RSF	Annual Rental Rate
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Total Base Rent for the Proposed Term:		

SECTION B CONTINUES ON NEXT PAGE

Proposer Legal Entity Name:	
Proposed Building Address:	

2. Standard Cost Estimates: Unless noted in an Alternate Cost Proposal that the categories of costs set forth below will be included in the base rent proposed by a Proposer, the Standard Cost Estimates set forth below shall be used in the evaluation of responses to this RFP:

Standard Cost Estimate Item	Standard Cost Estimate Amount

State Use –Calculation Formula

To calculate the Average Annual Effective Cost, the RFP Coordinator perform the following calculation for each proposal provided:

$$\frac{\text{Total Base Rent for the Proposed Term} + \text{applicable Standard Cost Estimates}}{\text{Proposed lease term}}$$

State Use- Calculation Results

Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

Average Annual Effective Cost for Proposal A:

Average Annual Effective Cost for Proposal B:

Average Annual Effective Cost for Proposal C:

Average Annual Effective Cost for Proposal D:

State Use – RFP Coordinator Signature, Printed Name & Date:

**Landlord's Delivery Requirements
TBR Standard Specifications
[subject to change depending on need]**

1. General

1. The Base Building shall be designed to meet all applicable minimum code requirements for office space building, including the requirements of the Americans with Disabilities Act. All functions are Higher Education – post secondary and is considered Business Occupancy.
2. The Premises shall have a current occupancy permit issued by the local jurisdiction and State Fire Marshall at the time of Tenant's occupancy.
3. Substitutions in construction, materials or equipment of equal or better quality than those required by the TBR Standard Specifications may be accepted by the State. It is the intent of the State to obtain space that is in full compliance with the TBR Standard Specifications. Deviations from the Standard Specifications may be considered in particular circumstances; however, the State reserves the sole right to determine the acceptability of any and all proposed deviations.

2. Site

1. The site shall be fully graded, landscaped and maintained in a manner commensurate with market for comparable properties of the same property type and class as the Premises. Landlord shall maintain the site improvements over the term of the Lease.
2. Landlord shall provide parking facilities in quantities as required within this RFP and shall meet all code requirements for handicap accessible parking. Such parking facilities shall be in provided and kept in good repair, with traffic marking, striping, and appropriate signage provided for way-finding and in such manner as to meet all applicable codes and ordinances.

3. Structure

1. The building in which the space is offered must be of sound and substantial construction. It shall be in a neat, clean condition, energy efficient (i.e. properly insulated), weather tight with dry walls, floors and ceilings. All equipment, mechanical systems and electrical systems shall be in good operating condition. The building shall be free of any structural, mechanical, electrical, health, environmental or safety hazard.
2. The building foundation will satisfy minimum code requirements for allowable total and differential settlement. The building foundation and below-grade spaces shall be protected with a properly installed foundation drainage and waterproofing system.
3. The building skin and roof will be complete and weather-tight including all exterior finish materials, cladding, sealants, glass and glazing including vision and spandrel glass, store front glass, exterior doors and hardware, membrane or built-up roofing, ballast, flashing, and other elements required to make the building weather-tight. The building skin and roof shall be sufficiently weather tight to prevent weather damage to Tenant Improvements, and to Tenant's furniture, fixtures, equipment and other property.

4. The exterior building perimeter, roof, and foundation shall be insulated in accordance with energy code requirements.
5. The interior face of all non-glazed exterior walls in Tenant and common spaces shall be insulated to energy code requirements and covered with gypsum wallboard. The gypsum wallboard shall be taped, blocked and finish sanded. In addition, all columns within the tenant spaces will be covered with gypsum wall board, taped, blocked and finish sanded.

4. Building Common Areas

1. The building entrance lobby, common corridors, restrooms, mechanical spaces, loading dock, trash removal spaces, and other common areas will be substantially complete.
2. Men and women's rest rooms shall be located on each floor per code requirements. Restrooms shall meet ADA requirements. Restrooms shall be complete with all fixtures, partitions, accessories, lavatories, lavatory tops, and mirrors. Fixtures, partitions, and accessories shall be institution grade or better, and shall be water saving type, as appropriate. Toilet fixtures shall be wall-hung. The finishes in restrooms shall be commensurate with market for comparable properties of the same property type and class as the Premises.
3. Exit stairways shall be provided on each floor per code and ADA requirements. Stairways shall be complete with lighting, handrails, treads and risers, doors and hardware, emergency lights, and exit signs.
4. Passenger and service elevators shall serve each Tenant floor not having ground level access and be in good working order. Elevators shall meet elevator code and ADA requirements.
5. Common areas will be finished per code requirements, complete with all floor, wall, and ceiling finishes, lighting, emergency lights, and exit signs.

5. Common Walls

1. Base building shall include slab-to-slab gypsum wallboard on the public side of all demising walls, corridors, stairwells, and other walls not interior to the Tenant space. Common walls shall meet fire code requirements. All common walls shall be taped, blocked, finished and sanded. Landlord will install sound attenuation insulation on tenant side of Common Walls and demising walls prior to Tenant finishes being installed. Common walls adjacent to or below fan rooms, toilets, retail areas, and mechanical spaces shall be constructed to ensure the following acoustical performance criteria: Sound Transmission Class (STC) greater than or equal to fifty (50). All other common walls shall be constructed to ensure acoustical performance criteria greater than or equal to STC-40.
2. Common walls shall include entry and exit doors from common areas per applicable codes and regulations furnished and installed by Landlord. Doors in firewalls shall meet code requirements and regulations. Doors and hardware shall be building standard or better. Doors shall be completely functional and include hinges, lever sets, closers, doorstops, and other hardware. Doors and hardware shall comply with ADA requirements. The Tenant shall approve the location of all entry and exit doors to the Tenant space, but such approval shall be according to all safety codes.

6. Fire Protection and Life Safety Systems

1. The base building shall include a fully functioning, approved, automatic fire protection system installed in accordance with applicable codes and regulations. The fire protection system will be installed complete, including all mains, risers, pumps, laterals, sprinkler heads, fire extinguishers, fire extinguisher cabinets, backup power system, and other devices.
2. The fire protection system shall include all control and monitoring devices, including but not limited to, annunciator panels, alarm systems, pull stations, emergency lighting, exit signs, alarms, smoke and heat detectors, tamper-proof detection devices, and other devices.
3. The fire protection system shall be provided with emergency power as required by local / state codes.
4. Landlord shall supply and install all sprinkler heads at Landlord's expense. In locations where ceiling is not provided in Base Building condition, heads shall be installed in turned-up, "warehouse" condition, or as otherwise meets code. Modification of the sprinkler heads or of ceiling height shall be part of the Tenant Work.

7. Heating, Air Conditioning & Ventilation

1. Heating, air conditioning and ventilation systems are required which are capable of maintaining the temperature at 72 degrees F., plus or minus 2 degrees, and maximum relative humidity of 50% throughout the entire leased premises and service areas, regardless of outside temperature. Ventilation must meet current ASHRAE standards. Base building common areas shall include Building Standard heating, ventilation, and air conditioning systems.
2. All HVAC for Tenant spaces shall be installed with complete distribution to ceiling mounted diffusers and perimeter slot diffusers for exterior zones and distribution to VAV boxes for interior zones. The distribution shall be designed in accordance with current ASHRAE standards. All HVAC systems will be in good working order and repair.

8. Lighting

1. Modern, diffused fluorescent fixtures with thermally protected ballasts shall be provided to maintain a minimum of 50 foot candles at desk level, evenly distributed throughout the classrooms, offices and 40 foot candles at work levels in industrial shop areas. Any new fixtures installed shall be of the energy-saving type.
2. Base building shall include a lighting level of at least 20 foot-candles at foot level in corridors providing ingress and egress to the Premises. Base building shall include a lighting level of at least 10 foot-candles or minimum levels to insure safety in other interior areas.
3. Landlord shall furnish and install building standard light fixtures at a ratio of 1 fixture per each 80 RSF and fully operational in Tenant space. At a minimum, fixtures shall be deep cell parabolic light fixtures or direct/indirect recessed or pendant mount fixtures.

9. Electrical Outlets and Switches

1. Existing electrical outlets, switches, panel boxes and other electrical devices shall be in proper working order. All existing and new electrical work shall comply with all applicable State and local codes. Successful proposer shall be responsible for all costs related to electrical outlets for hardwall offices, classrooms and/or electrical poles for open office furniture and above floor electrical bus systems capable of providing power to training devices in an open industrial shop layout. Base building shall include electrical energy to be used in the Premises. In addition to power for lighting, HVAC, domestic hot water and related building functions. Provide a minimum of 5 watts per square foot for in office and classroom areas (120 volts). Provide a minimum of 15 watts per square foot for industrial shop areas (120/208 volts).
2. Landlord shall install at Landlord's expense all main switchboards, panel boards, distribution boards, transformer, bus duct, feeders and other equipment to completely distribute power to electrical closets on each Tenant floor. Landlord shall locate an electrical service panel in the electrical closet in the Common Area on the same floor as the Premises. Installation of electrical service up to and including the Tenant's service panel(s) shall be a base building cost.
3. Landlord at Landlord's expense shall install all wiring, branch circuiting, conduit and devices for the complete electrical system to all public and common areas. Landlord shall provide at Landlord's expense all power wiring and connection for all mechanical equipment furnished as part of base building. Landlord shall provide at Landlord's expense all power wiring to life safety and fire protection systems.

10. Communications

1. Landlord at Landlord's expense will bring data/telephone service, as provided by the local data/telephone operating company, to the building Main Telephone Room.

11. Plumbing

1. Landlord shall provide a minimum of two wet columns per floor with cold water, vent and sanitary tie-ins for Tenant plumbing connections.
2. Plumbing tie-ins shall be for State's use for break room or other functions required by Tenant's program.

12. Floor Coverings

1. New floor covering shall be provided if existing floor covering is not acceptable to the State. New floor covering in office areas and educational space shall be carpet. Commercial grade vinyl floor covering is acceptable in entrance areas, kitchens, break rooms and restrooms. Sealed concrete floors shall be provided in industrial shop areas.
2. B. All carpet shall be approved by the State, shall comply with all fire codes and shall bear proof of test certification.

13. Acoustical Ceilings

1. A 2' x 4' lay-in ceiling system with a Class A fire rating is required. All systems shall meet State and local fire codes. Preferred height is 8'6" to 9'0" and in no case shall be less than 8' from floor to lowest obstruction in office and classroom areas and clear ceiling heights within industrial shop areas should be minimum of 10 feet, however, 14 feet is preferred. Higher ceilings may be permitted for public spaces such as entrances and lobbies.

14. Elevators

1. Two story spaces shall be provided with elevators suitable for personnel and freight are required for space that is more than one floor above or below the street level. All elevators shall conform to ADA and applicable code requirements. The proposer shall specify the capacity, size and type of elevator equipment.

15. Floor Load Capacity

1. All floors shall have a live load capacity adequate to meet State requirements set forth in Attachment 6.6. In no event shall load levels fall below State and local code requirements.

16. Door Signs, Directory Board Service & Keys

1. Exterior and interior door signage, exterior building signage, directory board service, keys and security cards shall be provided if required by the State.

17. Wall Finishes

1. The State requires interior office and classroom walls be finished with painted, smooth faced, gypsum wallboard. Party wall construction shall be sufficiently substantial to provide a noise reduction such that normal conversation is not audible between two adjacent rooms. All partitions and walls shall meet all applicable building codes as to fire rating.
2. All painted surfaces in spaces to be occupied by the State shall be painted with "washable", semi-gloss enamel paint. Varnish shall be used for naturally-finished woodwork. Colors and finishes shall be approved by the State.

18. Doors & Hardware

1. Exterior Pedestrian Doors

All main entrance public access doors to State space shall be metal frame glass store front entrance type with double-pane glass. Exterior exit doors shall be metal framed with insulated flush type metal door. All exterior doors must be equipped with commercial grade door closers and hardware. Exterior doors must have a minimum clear opening of 34 inches wide.

2. Interior Doors

All interior doors shall be metal framed of the flush solid core type, 1-3/4" thick with a minimum clear opening of 34 inches wide, unless otherwise specified. All flush doors shall have paint grade veneer on both sides as a minimum.

3. Door Hardware

All hardware must be commercial grade cylindrical or mortised locksets meeting accessibility standards and capable of being keyed to the State's requirements. Exterior locks to State space must have a unique key system for security of the premises.

19. Exits & Access

1. All exits, stairs, corridors, aisles, and passageways that may be used by the State shall comply with all governing regulations. Vestibules should be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions should be made for equalizing air pressure.

20. Janitor Closet

1. Where applicable, a janitor closet(s) with ample storage for cleaning equipment, materials, and restroom supplies shall be provided. A service sink with hot and cold water shall be included. This item shall not be included in net usable space.

LEASE AGREEMENT FORM

(TBR institution is Lessee)

Administrative use only:

Agency: _____

Allotment Code: _____

No. _____

This Instrument Prepared By:



Tennessee Board of Regents

Suite 350

1415 Murfreesboro Road

Nashville, Tennessee 37217-2833

This Lease, entered into as of this _____ day of _____, _____,
made by and between

hereinafter called the "Lessor", and

the Tennessee Board of Regents, on behalf of

hereinafter called the "State" or "Tenant".

WITNESSETH:

1. DEMISE: The Lessor hereby leases unto the State those certain premises (hereinafter the "Leased Premises") with the appurtenances situated in the County _____ of _____, City of _____, located at _____ and depicted on Exhibit A attached hereto.

Upon the terms and conditions hereinafter set forth, Lessor does hereby lease to Tenant, and Tenant does hereby lease from Lessor, the Leased Premises for the Term of the Lease. Lessor represents and warrants to Tenant that Lessor is the fee simple owner of the Leased Premises and has the right to lease the Leased Premises to Tenant pursuant to the terms of the Lease. Lessor further represents and warrants to Tenant that there are no easements, covenants, restrictions or other agreements or instruments encumbering the Leased Premises that (i) contain any pre-approval rights relating to this Lease (including any lender approval rights) which have not been secured by Lessor, or (ii) would interfere with or restrict Tenant's ability to use the Leased Premises for office, education, storage and any other purpose permissible under applicable law (the "Permitted Use"). Lessor further represents and warrants to Tenant that (x) the use of the Leased Premises for the various purposes for which it is presently being used is permitted under all applicable zoning legal requirements and (y) all utilities necessary for the use of the Leased Premises for the various purposes for which it is presently being used are being supplied to the Lease Premises via publicly dedicated utility easement areas.

2. DESCRIPTION: The Leased Premises being (part of) the same property further described in last recorded instrument conveyed to the Lessor in

3. TERM: The "Term" of this Lease shall be for a term of _____ commencing on _____ (the "Commencement Date") and ending on _____ with such rights of termination as are hereinafter expressly set forth. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the Leased Premises are not made available to the State in accordance with the conditions of this Lease on the Commencement Date.

4. RENTAL:

a) State shall pay rental in arrears on the last day of the payment period as follows:

_____ rent of \$ _____ Payable in installments of \$ _____ per _____

Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified, based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 6, or to such other address as the Lessor may designate by a notice in writing.

b) AUTOMATIC DEPOSITS: Lessor shall complete and execute an Authorization Agreement for Automatic Deposits (ACH Credits) Form, using the form provided to Lessor by State. Once this executed form has been provided to State by Lessor, all payments to Lessor under this or any other contract the Lessor has with the State of Tennessee, shall be made through the State of Tennessee's Automated Clearing House wire transfer system. Lessor shall not invoice State for services until Lessor has executed this form and submitted it to State. The debit entries to correct errors authorized by the Authorization Agreement for Automatic Deposits Form shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

c) Lessor shall complete, sign and present to Tenant a "Substitute W-9 Form" provided by Tenant. The taxpayer identification number detailed by said form must agree with Lessor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Lease.

d) Lessor agrees that the Rent provided under the terms of this Section 4 is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor pursuant to Section 3 hereof and that should Tenant vacate the Leased Premises prior to the end of the term of this Lease, or, if after notice in writing from Tenant, all or any part of such services, utilities or supplies for any reason are not used by Tenant, then, in such event, the Monthly Rental Installments as to each month or portion thereof as to which such services, utilities or supplies are not used by Tenant shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

5. ENVIRONMENTAL PROVISIONS: Following due inquiry, Lessor represents that there are no hazardous substances or hazardous wastes as defined by the Comprehensive Environmental Response and Liability Act or any hazardous wastes as defined by the Resource Conservation and Recovery Act, or any mold, PCB's, radon or asbestos containing materials, located on, in or about the Leased Premises to be occupied by Tenant. Lessor agrees that should any hazardous wastes, hazardous substances, mold, PCB's, radon or asbestos containing materials be determined to be present as a result of the acts or omissions or negligence of any person or legal entity, other than Tenant, Lessor shall indemnify, hold harmless and defend Tenant from all claims, damages,

expenses or litigation resulting from the presence of such materials. If Tenant reasonably believes that hazardous substances may be present in the Leased Premises or the Building, Lessor will engage, at its expense, a qualified third party engineer to conduct an appropriate environmental survey. If hazardous substances are found or such survey indicates a risk of such hazardous substances being present in the Leased Premises or Building, then Lessor, at its expense, will make all necessary changes and/or corrections so that the Building and/or the Leased Premises are in compliance with all environmental laws and regulations. In the event Lessor discovers hazardous materials on the Leased Premises during the Term of this Lease, Lessor shall promptly notify Tenant.

- 6. DEFAULT:** Tenant shall be in default of the terms of the Lease if Tenant shall fail to make a payment of any rent or additional rent, and such rent or additional rent is not paid within ten (10) days of written notice by Lessor to Tenant of non-payment of same, or in the event that Tenant shall otherwise commit an act of default under the terms hereof, and shall not cure such default within thirty (30) days of written notice by Lessor to Tenant of such default, or, if it is not possible to complete the cure by such time, Tenant has not commenced the cure within such 30 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of default by Tenant hereunder:
- a. Lessor may continue the Lease in full force and effect and shall have the right to collect rent when due. During the term Tenant is in default, Lessor may re-enter the Leased Premises with legal process and relet same, or any part thereof, to third parties for Tenant's account. Tenant shall pay to Lessor the rent due under the Lease on the date such rent is due, less the rent Lessor receives from any reletting. Lessor shall make its best efforts to relet the Leased Premises at a reasonable price. Under this paragraph, Tenant's obligations shall not exceed the total rent due for the remainder of the term.
 - b. Lessor may terminate the Lease pursuant to the terms of this Section. Upon termination, Lessor shall have the right to collect an amount equal to all expenses, if any, not including attorneys' fees, incurred by Lessor in recovering possession of the Leased Premises and all reasonable costs and charges for the care of the Leased Premises while vacated by Tenant.

Except as specifically set forth herein, Lessor shall be in default of the terms of the Lease if Lessor shall commit an act of default under the terms hereof, and shall not cure such default within twenty (20) days of written notice by Tenant to Lessor of such default, or, if it is not possible to complete the cure by such time, Lessor has not commenced the cure within such 20 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of a default by Lessor hereunder, Tenant may, in addition to all rights and remedies available at law or in equity, (i) cure such default and deduct any reasonable and necessary amounts incurred by Tenant in connection therewith from the rent next due by Tenant hereunder with the presentment of receipts for such reasonable and necessary actions, or (ii) terminate the Lease. Notwithstanding the foregoing, in the event that Tenant is unable, in its reasonable judgment, to operate in the Leased Premises as a result of the failure by Lessor to satisfy its obligations pursuant to Section 3 hereof (A) for a period of more than forty eight (48) consecutive hours, then the rent shall abate during the entire period of the disruption and Tenant shall have the right to terminate the Lease in the event Lessor remains unable to satisfy its obligations pursuant to Section 3 hereof for a period of more than ten (10) consecutive days; or (B) more than ten (10) days during any twelve (12) month period, then Tenant shall have the right to terminate the Lease.

7. TERMINATION:

a) FOR CONVENIENCE:

State may terminate this Lease at any time by giving written notice to the Lessor at least 180 days prior to the date when such termination becomes effective; provided that this Lease may not be terminated prior to the end of the first lease year. Notice shall commence on the day after the date of mailing.

b) FOR CAUSE: The State may in its sole discretion terminate this Lease at any time for any of the following causes:

- 1) Failure by the Lessor to make such modifications, alterations or improvements as may be necessary to ensure that the Leased Premises are brought up to, and maintained at, codes for building construction, health, fire and life safety, and handicapped accessibility, applicable to the leased premises, except where deficiencies are caused by State;
- 2) Failure to disclose any conflict or potential conflict of interest existing at the date of this Lease or hereafter created;
- 3) Termination or consolidation of the State operations or programs housed in the Leased Premises because of loss of funding or otherwise;
- 4) Lack of funding by the appropriate Legislative Body for obligations required of the State under this lease;
- 5) Misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution, or term of this Lease;
- 6) The availability of space in State-owned property, provided that no cancellation for this reason may take place until the Lease has been in effect for one year; and,
- 7) Any other breach of the terms of this Lease by Lessor which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessor.

8. NOTICES: All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessor at:

To the State at:

**Tennessee Board of Regents
Office of Facilities Development, Suite 664
1415 Murfreesboro Road
Nashville, Tennessee 37217-2833**

9. ASSIGNMENT AND SUBLETTING: The State shall not assign this Lease without the written consent of the Lessor, but shall in any event have the right to sublet the Leased Premises.

10. INSPECTION: The Lessor reserves the right to enter and inspect the Leased Premises, at reasonable times, and to render services and make any necessary repairs.

11. IMPROVEMENTS: Tenant shall have the right during the existence of the Lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the Leased Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Leased Premises under the Lease or any prior lease of the Leased Premises by Tenant shall be and remain the property of Tenant and may be removed therefrom by Tenant prior to the termination or expiration of this Lease or any renewal or extension thereof, or within a reasonable time thereafter.

12. SURRENDER OF POSSESSION: Upon termination or expiration of this lease, the State will peaceably surrender to the Lessor the leased premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the State has no control or for which Lessor is responsible pursuant to this lease, excepted. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event the State elects to remove any such improvement or fixture and such removal causes damages or injury to the leased premises and then only to the extent of any such damage or injury.

13. QUIET ENJOYMENT. Lessor warrants and shall defend Tenant in the quiet enjoyment and possession of the Leased Premises during the term and any extension or renewal thereof.

14. REPAIR AND MAINTENANCE:

- a) During the Term, Lessor shall maintain the Leased Premises and appurtenances which it provides in good repair and tenantable condition, including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition except in case of damage arising solely from a willful or negligent act of the State's agent, invitee, or employee.
- b) Lessor's obligations shall also include, but are not limited to, periodic painting to the satisfaction of the State, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters.

15. INSURANCE: Lessor shall, at Lessor's expense, maintain fire and extended coverage insurance on Leased Premises, in an amount not less than the full replacement cost of the Building, and comprehensive general liability insurance coverage in the sum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate against any and all liability, loss or damage arising from any injury or damage to any person or property occurring in or about the Leased Premises or the Building resulting from Lessor's negligence or matters arising for reasons beyond Tenant's control. The policies described in this Section shall name Tenant as an additional insured. Annually, Lessor shall furnish Tenant with a certificate of such coverage which shall provide that thirty (30) days' advance written notice shall be given to Tenant in the event of cancellation or material change in the insurance policies maintained as required herein.

16. APPROPRIATIONS: All terms and conditions of this Lease are made subject to the continued appropriations by the appropriate Legislative Body.

17. DESTRUCTION:

- a) If the Leased Premises are totally destroyed by fire or other casualty, this Lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the Leased Premises unusable for the purpose intended, Lessor shall effect as quickly as is reasonably possible, but in any event within thirty (30) days. Until such repairs are completed, the rent shall be abated in

proportion to the part of the Leased Premises rendered unusable, but there shall be no abatement of rent for a period equal to one (1) day or less.

- b) In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option, may terminate this Lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under this Lease and any other lease between Lessor and State.
- c) In the event of any such destruction other than total, where the State has not terminated the Lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of the Leased Premises and, in any event, if repairs are not completed within the period of thirty (30) days for destruction aggregating ten (10) percent or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten (10) percent, the State shall have the option to terminate this Lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this Lease and any other lease between Lessor and State.
- d) In the event the State remains in possession of the Leased Premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

18. SERVICES AND UTILITIES:

- a) The Lessor shall furnish to the State, during lease term, at Lessor's sole cost, the following services, utilities and supplies: (Enter "X" in each applicable box)

<input type="checkbox"/>	1) All utilities (except telephone)	<input type="checkbox"/>	5) Restroom Supplies
<input type="checkbox"/>	2) Janitorial Services & Supplies	<input type="checkbox"/>	6) Heat Equipment
<input type="checkbox"/>	3) Drinking Fountain	<input type="checkbox"/>	7) Air Conditioning Equipment
<input type="checkbox"/>	4) Elevator Service	<input type="checkbox"/>	8) General and Administrative Expense
<input type="checkbox"/>	5) Hot and Cold Water Equipment	<input type="checkbox"/>	9) Management Fee

- b) The **janitorial service**, if provided above, shall be provided in accordance with the following schedule:

- 1) **Daily:**
Dust all furniture, counters, cabinets and window sills; sweep all floors, empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; remove snow from entrance ways and parking areas if present; clean the parking area; and replace light bulbs, tubes, ballasts and starters if necessary.
- 2) **Weekly:**
Mop all floors and dust all venetian blinds. Vacuum carpets, if any.
- 3) **Every Other Month:**
Strip and wax all floors.

4) **Semi-Annually:**

Wash all windows, venetian blinds, light fixtures, walls and painted surfaces.

- c) In the event of the failure by the Lessor to furnish any such services, utilities or supplies in a satisfactory manner, the State may furnish the same at its own cost, and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent or any other payments that may then be or thereafter become due hereunder.

- 19. SERVICES CREDIT:** Lessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor pursuant to Paragraph 15 hereof and that should the State vacate the premises prior to the end of the term of this Lease, or, if after notice in writing from the State, all or any part of such services, utilities or supplies for any reason are not used by the State, then, in such event, the monthly rental rate as to each month or portion thereof as to which such services, utilities or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.
- 20. TIME OF THE ESSENCE:** Time is of the essence of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.
- 21. HOLDING OVER:** In the event the State remains in possession of the Leased Premises after the expiration of the Term, or any extension thereof, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.
- 22. FINANCIAL INTEREST:** The Lessor will provide or has provided to the State a list of names and addresses of persons, associations, or corporations who hold any financial interest in the Leased Premises; such list shall be immediately revised in the event of a transfer of any such interest.
- 23. RECORDS RETENTION:** Lessor shall maintain documentation for all charges against Tenant under the Lease. The books, records and documentation of Lessor, insofar as they relate to reimbursement by Tenant for costs incurred, whether in whole or in part, shall be maintained in conformity with generally accepted accounting principles for a period of three (3) full years from the date of what amounts to the final payment under this Lease, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Comptroller of the Treasury or his duly appointed representative or a licensed independent public accountant.
- 24. CODES:** The Lessor shall maintain the leased premises in accordance with all fire, building and life safety codes and the Americans with Disabilities Act.
- 25. COMPLIANCE WITH LAWS:** Lessor represents and warrants to Tenant that as of the date of execution of this Lease, the Leased Premises comply with the provisions of the Americans with Disabilities Act (ADA) in all material respects. Lessor hereby indemnifies and holds harmless Tenant from and against all costs, liabilities, and causes of action occurring or arising as a result of Lessor's failure to comply with any of the requirements of the ADA or similar laws or as a result of any violation of any of the requirements of the ADA or similar laws by Lessor or its agents. Lessor shall provide all life safety equipment, including but not limited to, fire extinguishers and smoke alarms, in compliance with applicable municipal building codes.
- 26. SPACE AUDIT:** The Lessor certifies that the amount of space, as described in Paragraph 2 above, is accurate to the best of its knowledge. The State reserves the right to perform physical

measurements of the space and adjust the rental amount based upon the amount of space as measured. If the measured amount is less than *the* amount of space indicated in Paragraph 2 above, the adjustment in rent shall be a percentage reduction equal to the percentage difference between the space as reported by the Lessor and that actually measured by the State. In all cases, the State shall use the current Building Owner's and Manager's Association (BOMA) standards of measurements for either single or multi-tenant occupancy, whichever is applicable.

- 27. PEST CONTROL:** The Lessor shall maintain the premises in a condition that is free of pests, rodents, and other vermin.
- 28. MISCELLANEOUS:** The article captions contained in the Lease are for the convenience of the parties only and shall not be considered in the construction or interpretation of any provision hereof. Lessor and its agents shall have reasonable access to the Leased Premises during all reasonable business hours for the purpose of examining same to ascertain if they are in good repair and to make reasonable repairs which Lessor may be required to make hereunder. The making of repairs by Lessor or its agents shall be coordinated with Tenant to minimize disruptions of Tenant's conduct of business in the Leased Premises. The Lease contains the entire agreement between the parties and supersedes any and all other prior oral and written agreements between the parties regarding the subject matter contained herein and may not be changed or terminated orally but only by agreement in writing and signed by all parties. Lessor and Tenant acknowledge and agree that (i) all exhibits referenced in the Lease (or in any of its exhibits) are incorporated into the Lease by reference, and (ii) any reference to "the Lease," "this Lease," "hereunder," "herein" or words of like import shall mean and be a reference to the Lease including such exhibits. No waiver by either party shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision. The Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators. Lessor has provided to Tenant a list of names and addresses of persons, associations, or corporations who hold any financial interest in the Leased Premises; such list shall be immediately revised in the event of a transfer of any such interest. The Lease Proposal Package from which this lease originated and the Lessor's response to the Lease Proposal Package (collectively, the "Proposal Package") is hereby incorporated in the Lease; provided, however, that in the event of any conflict between the terms of the Proposal Package and the Lease, the terms of the Lease shall control.
- 29. FORCE MAJEURE:** With the exception of the obligation of Tenant to pay rent and all other amounts that may be due from time to time under this Lease, if either party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay. In such event, this Lease and the obligations of both parties to perform and comply with all of the other terms and provisions of this Lease shall in no way be affected, impaired, or excused.
- 30. APPROVALS:** Neither this Lease nor any amendment or modification hereto shall be effective or legally binding upon Tenant, unless and until a fully executed, original Lease has been returned to Tenant and the review and approval by all appropriate State officials and the State Building Commission, if applicable has been obtained.
- 31. PAYMENT OF TAXES:** Lessor, by virtue of leasing property to the State, does not become a State agency, entity, or employee, and is not entitled to any rights, privileges, or immunities pertaining to the State or its agencies and instrumentalities. Lessor shall pay all applicable taxes by virtue of ownership of the property subject to this lease and is not authorized to pass through the amount of such taxes to the State.

32 EXHIBITS: State and Lessor shall execute any necessary agreements the forms of which are attached hereto as contemporaneous with the Lease.

33. COMMENCEMENT OF TERM: The Leased Premises shall be in the condition described in the Lessor's response to the Request for Proposals which resulted in this Lease on the Commencement Date. Notwithstanding anything to the contrary herein, in the event that the Leased Premises are not ready for occupancy by the State on the Commencement Date, (i) the State shall be entitled to one day of free rent for each day the State remains unable to occupy the Leased Premises after the Commencement Date; and (ii) and are still not ready for occupancy by the State on the date that is 45 calendar days after the Commencement Date, the State shall have the right to terminate this Lease.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

Note: in preparing the final Lease instrument for execution, italicized notes within this signature area may be deleted, blanks for inapplicable signatures may be deleted, blanks for additional signatures by lessor may be added, and personal names and titles may be added or adjusted, as appropriate. This signature area has been prepared here to indicate typical signatures required.

LESSOR

STATE

BY: _____

BY: _____

Name: _____

Institution Executive
*President for University or College or Vice-Chancellor for a Technology Center,
and notarized if Term > 5 years or rental > \$150,000 per year*

Title: : _____

*must be notarized if Term is greater than 5 years
or lease consideration is more than \$150,000 per year*

BY: _____

System Executive
Chancellor or designee if Term > 5 years or rental > \$150,000 per year

BY: _____

Commissioner, Department of General Services
if Term > 5 years or rental > \$150,000 per year

**Approved as to
form and legality:** _____

Attorney General
if Term > 5 years or rental > 150,000 per year

BY: _____

Governor
if this supplements or modifies an existing Lease which was signed by the Governor.

(Notary Acknowledgements Attached)

LANDLORD NOTARY

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be, the within named Landlord, and that he/she, executed the foregoing instrument for the purposes therein contained

Witness my hand and seal, at office in _____, Tennessee, this the ____ day of _____, 201__.

NOTARY PUBLIC
My Commission Expires: _____

[seal]

TENANT NOTARY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, Notary Public in and for the County and State aforesaid, personally appeared Robert E. Oglesby, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Commissioner of the Department of General Services for the State of Tennessee, the within named Tenant, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of the State of Tennessee, by himself as Commissioner, Department of General Services for the State of Tennessee.

Witness my hand and seal, at office in Nashville, Tennessee, this the ____ day of _____, 201__.

NOTARY PUBLIC
My Commission Expires: _____

seal]

**EXHIBIT A
FLOOR PLAN**

See attached

Project Specific Attachment

Location:

Space Requirement:

Parking:

Occupancy: Use, Information

Programming Data:

Security: