REQUEST FOR PROPOSALS

Office Space

Located in:

Memphis, Shelby County, Tennessee

RFP TRANSACTION NUMBER: 1410914

STATE OF TENNESSEE

Department of General Services

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Release Date: June 8, 2015

1. INTRODUCTION

1.1. STATEMENT OF PROCUREMENT PROCESS

The State of Tennessee, Department of General Services, 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 the city limits of Memphis, in Shelby County, Tennessee and in the boundaries set forth in Attachment 6.5.

1.2.2. SPACE REQUIREMENT

The initial space requirement is 5,500 to 8,000 contiguous useable square feet. The State intends "contiguous" to mean space that is adjacent including floors below or above. The actual square footage will be determined by programming and space planning. . See RFP Attachment 6.5. for further information about space requirements.

1.2.3. PARKING REQUIREMENT

Tenant desires to have safe, convenient and accessible parking. Tenant will require, as a minimum, the numbers and types of parking spaces as defined in RFP Attachment 6.5. The parking provided shall include handicap parking to meet the relevant code requirements.

1.2.4. INITIAL TERM

Tenant requires the Proposers propose a five (5) year lease term.

1.2.5. TERM COMMENCEMENT

The target for substantial completion of improvements is no later than August 1, 2016. The Lease Term will commence thirty (30) days after substantial completion of the tenant improvements and a certificate of occupancy for the Premises is issued as long as the substantial completion date occurs on or before the date set forth in the schedule of events in RFP Section 2, Schedule of Events.

1.2.6. TERMS AND CONDITIONS

The RFP Attachment 6.4., Standard Form of Lease including Exhibits, 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 6.2, Section B – 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 Exhibits (see RFP Attachment 6.4). Any proposed alterations to the Standard Form of Lease, on which the Proposer is basing an alternative proposal, shall be identified as a red-line document of the RFP Attachment 6.4, Standard Form of Lease, including its Exhibits, in conjunction with a corresponding red-line document of the proposal response in RFP Attachment 6.2, Section B – Cost Proposal.

While the State is willing to consider alternative terms and conditions, the State has <u>no obligation</u> to consider or to agree to any proposed alterations to the Standard Form of Lease (RFP Attachment 6.4).

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 (ex. utilities, janitorial, maintenance and repairs, taxes, etc.)

See RFP 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 1410914

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:

Department of General Services
c/o Alexandra Murray
William R. Snodgrass Tennessee Tower, 24th Floor: STREAM
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: 615-741-6117
Email: RFP.Coordinator@tn.gov

1.4.2.2 After evaluation of Proposals and during any subsequent discussions, Responsible and Responsive Proposers must direct communications to the following person, provided, however, that all such discussions are non-binding, and all final decisions shall be made by the State:

Jones Lang LaSalle Americas, Inc.
c/o Jonathan McCord
William R. Snodgrass Tennessee Tower, 24th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: (615) 741-7781
Email: jonathan.mccord@jll.com

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 State 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:

Department of General Services
c/o Pamela Fitzpatrick
William R. Snodgrass Tennessee Tower, 22nd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Email: Pamela.Fitzpatrick@TN.gov

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 1.7).

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 Exhibits, 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 known to the Proposer, or which should have been known to the Proposer, prior to the Written Questions and Comments Deadline 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. 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, 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.

1.8. 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		June 8, 2015
2. Disability Accommodation Request Deadline		June 10, 2015
3. Notice of Intent to Propose		June 12, 2015
4. Written "Questions & Comments" Deadline		June 12, 2015
5. State Response to Written "Questions & Comments"		June 18, 2015
6. Proposal Deadline	**2:00 PM Central Time**	**June 29, 2015**
7. State Opening of Proposals		June 30, 2015
8. State Evaluation of Proposals and Initial Negotiations		July 15, 2015
9. State Completion of Negotiations and Cost Proposal Evaluations		July 29, 2015
10. State Notice of Intent to Award Issued and RFP Files Opened for Public Inspection		August 5, 2015
11. *Intentionally Omitted*		N/A
12. Lease is circulated to successful Proposer for signature		August 11, 2015
13. Lease Signature Deadline		August 25, 2015
14. Substantial completion date and Certificate of Occupancy, if applicable		On or before August 1, 2016
15. Lease Commencement/Occupancy Date		Thirty (30) days after Substantial Completion

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 before the Notice of Intent to Award is released shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Propose (refer to Section 1.7).

3. PROPOSAL REQUIREMENTS

3.1. PROPOSAL FORM

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

3.1.1. **Mandatory Requirements**. The RFP Attachment 6.2.A., Mandatory Requirements, requires that the Proposer provide certain information and documents.

NOTICE: Mandatory Requirements 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.A., 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.A. 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.

3.1.2. **Cost Proposal**. The RFP Attachment 6.2.B. Cost Proposal 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. Additionally, the State has no obligation to consider or agree to an Alternative Cost Proposal or any of the terms therein.

3.1.2.1. A Base Cost Proposal must be submitted on an exact duplicate of the RFP Attachment 6.2.B., 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 6.2.B., Cost Proposal and a red-line modification of RFP Attachment 6.4, Standard Form of Lease including all Exhibits, 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 6.4, Standard Form of Lease including all Exhibits.

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.

3.1.2.2.5 If a proposer submits a Base Cost Proposal and an Alternate Cost Proposal, each proposal must be in separately sealed envelopes. The sealed envelopes must be clearly marked and labeled: **"RFP TRANSACTION # 1410914 BASE COST PROPOSAL" and "RFP TRANSACTION # 1410914 ALTERNATE COST PROPOSAL"**. The cost proposals shall be included with the submission of documents as required by section 3.3.3.

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 6.2.A., Mandatory Requirements.

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:

Department of General Services
c/o Alexandra Murray
William R. Snodgrass Tennessee Tower, 24th Floor: STREAM
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: 615-741-6117
Email: Alexandra.Murray@TN.Gov

3.3.3. A Proposer must submit original Proposal documents and digital copies in separately sealed envelopes or packages as specified below.

3.3.3.1. One (1) original of the Proposal paper document must be placed in a sealed package labeled: **"RFP TRANSACTION # 1410914 PROPOSAL ORIGINAL" and** one (1) copy of the 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 in a sealed package labeled: **"RFP TRANSACTION 1410914 PROPOSAL DIGITAL COPY".**

The separately sealed Original document and the Digital Copy document may be placed in a larger sealed package for delivery to the State labeled: "RFP TRANSACTION # 1410914 PROPOSAL ORIGINAL AND PROPOSAL DIGITAL COPY".

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

3.4. PROPOSAL & PROPOSAL PROHIBITIONS

3.4.1. A Proposal must not result from any collusion between Proposers. The State will reject any 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, if any, 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 Section 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 Proposal exactly as required, the State may deem the proposal non-responsive and reject it.

3.7. PROPOSAL PREPARATION COSTS

The State will <u>not</u> 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 will 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 1.7). A proposer must respond, as required, to the final 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. EVALUATION PROCESS

The proposal evaluation process is designed to identify the Responsive and Responsible Proposer offering the lowest net present value of the total cost to the Tenant for the term of the Lease as defined in 5.1.2. 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.

5.1.1. **Mandatory Requirements Evaluation**. The RFP Coordinator will review each Mandatory Requirements response to determine compliance with RFP Attachment 6.2.A., Mandatory Requirements. 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 Department of General Services 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.

5.1.2. **Cost Proposal Evaluation**. After review under RFP Section 5.1.1 above, the RFP Coordinator will review the Base and/or Alternate Cost Proposal submitted by each apparently Responsive and Responsible Proposer. The RFP Coordinator will assess whether each Cost proposal complies with RFP requirements without qualification, or otherwise meets the needs of the State. 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. The State will then evaluate each Cost proposal based on the net present value of the cost to the State of entering into the lease over the term of the lease after evaluation of the initial proposal and each round of negotiations, if any. The effective annual cost shall include the annual base rent, estimates of additional rent such as pass through of operating expenses and estimates of any deficiency in Landlord's Delivery Requirements as defined in RFP Attachment 6.3, costs associated with any Landlord services not included in the base rent, any parking costs, and other cost factors disclosed in the RFP that are determined by the State to be applicable to the requirements, including the discount rate applied to determine the net present value. Upon completion of the analysis, the RFP Coordinator will complete the Cost Proposal Score in accordance with the RFP Attachment 6.2.B., Cost Proposal.

5.2. PROPOSAL NEGOTIATION

The State may elect to negotiate by requesting revised terms and other supplemental materials from apparently Responsive and Responsible Proposers. However, the State reserves the right to award a lease on the basis of initial proposals received. Accordingly, each proposal should contain the Proposer's best rental rate and terms. If the State elects to negotiate, it will do so in accordance with the Real Estate Asset Management Lease Communications and Negotiations Policy as approved by the State Building Commission.

5.3. LEASE AWARD PROCESS

5.3.1. After the evaluation process and any Negotiations are complete, the RFP Coordinator will forward the Cost Proposal Scores in the form of RFP Attachment 6.2.B. to the proper officials of the Department of General Services (DGS) who will consider the same to determine which Proposal should be accepted. The Commissioner of DGS shall issue a Notice of Intent to Award the lease to all Proposers.

5.3.2. 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.

5.3.3. 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 6.4, Standard Form of Lease including Exhibits except as modified by the State after taking into account the results of the negotiations, if any. 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 and reject the proposal.

5.4. 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.

5.5. 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.

5.6. LEASE APPROVAL AND LEASE PAYMENTS

5.6.1. This RFP and its proposer selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other 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.

5.6.2. 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.

RFP ATTACHMENT 6.1.1.

Proposal Package Cover Sheet - Office Space

Located in:

Memphis, Shelby County, Tennessee

RFP TRANSACTION NUMBER: 1410914

STATE OF TENNESSEE

Department of General Services

Proposer Identification:

Proposer:_____

Address: _____

_____

Signature:_____ **Date:** _____

Printed Name and Title :_____

Proposer Legal Entity Name:_____

Proposer Federal ID Number or S.S. Number:_____

RFP ATTACHMENT 6.1.2.

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, Mandatory Requirements, Section A, Item A.2). **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;
   (b) Title IX of the federal Education Amendments Act of 1972;
   (c) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (d) 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 <u>must</u> attach evidence showing the individual's authority to bind the proposing entity.

<u>DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY</u>

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

DATE: _____

PROPOSER LEGAL ENTITY NAME: _____

PROPOSER FEDERAL ID NUMBER OR SSN: _____

RFP Attachment 6.2. PROPOSAL

Proposer legal entity name:	
Proposed building address:	
Proposer phone number and email address:	
Proposer Signature:	
Print - Name, Title and Date:	

SECTION A—MANDATORY REQUIREMENTS

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. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. 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 (Address of proposed space should be the 911 Emergency Address): Name of Building_____ 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.	
	A.3.	**Conflict of Interest:** 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. 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.	

Proposer legal entity name:

Proposed building address:

Proposal Page # (Proposer completes)	Item Ref.	Mandatory Requirements	Pass/Fail (State Use ONLY)
	A.4.	Provide office Usable ***AND*** Rentable Square Footage as described in RFP Section 1.2.2. These square footages will be used to determine the load factor.	
	A.5.	Provide Site Location and Access Maps.	
	A.6.	Provide drawings of the proposed premises (ex. as built, CADD).	
	A.7.	Provide photographs: a building elevation, the primary entrance lobby, and at least one as-is photo of each floor proposed.	
	A.8.	The State's desired location is listed in RFP Section 1.2.1. Please confirm that the building meets this requirement.	
	A.9.	Financial Interest Parties: As required by T.C.A.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_____ _____ **THIS SECTION MUST BE COMPLETED**	
State Use – RFP Coordinator Signature, Printed Name & Date:			

Proposer legal entity name:

Proposed building address:

SECTION B — COST PROPOSAL

Note: Proposer must answer each question as set forth in this Cost Proposal section. Any spaces not answered shall be considered intentionally left blank.

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 the following:

   (1) Five (5) year term

   (2) Cost for Proposal A (With termination for convenience) and Proposal B (Without termination for convenience)

   Proposal A:

   - Termination Rights— The State may terminate the Lease for convenience or for cause, as described in Block 6 on the cover page to the Lease and in Paragraph 6 of Exhibit A to the Lease.

   Proposal B:

   - Termination Rights—The State may terminate the Lease for cause as described in Paragraph 6 of Exhibit A to the Lease.

   Five Year Term

Rate/RSF	**Proposal A**	**Proposal B**
	With Termination for Convenience	Without Termination for Convenience
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

Proposer legal entity name:

Proposed building address:

2. **Parking**
   (See RFP Section 1.2.3)

Please include a description of the type of parking that is included in your Proposal by completing the chart set forth below. All costs associated with providing parking under this Lease should be included in the rental rates set forth in Cost Proposal Section 1 above; however, if the cost of parking is **not** included in the rental rate set forth in Cost Proposal Section 1 above, then a cost per space should be included in the chart below.

Type	**Proposed No. of Spaces**	**Cost per Space (if not in rental rate set forth above)**
Covered Reserved Spaces		
Covered Unreserved Spaces		
Surface Reserved Spaces		
Surface Unreserved Spaces		
Total		

EVALUATION COST AMOUNT: The RFP Coordinator will insert the numerical result of the State's calculation of the Net Present Value of the Effective Annual Cost. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.	
State Use – RFP Coordinator Signature, Printed Name & Date:	

RFP Attachment 6.3.

Landlord's Delivery Requirements

I. General.

A. This exhibit specifies base building elements that shall be provided by the Landlord at the Landlord's expense.
B. The Base Building shall be designed to meet all applicable minimum code requirements for commercial office building construction, including the requirements of the Americans with Disabilities Act.
C. The Premises shall have a current occupancy permit issued by the local jurisdiction at the time of Tenant's occupancy.

II. Site.

A. 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.
B. 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.

III. Structure.

A. The building structure shall meet all applicable code requirements. Floor to floor heights will allow for a minimum finished ceiling height of 9'-0" within Tenant's space. Space above ceilings must allow sufficient clearance for ease of installation of Tenant's mechanical and electrical equipment, including but not limited to distribution ductwork, HVAC boxes, lighting and conduit.
B. 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.
C. Building slabs shall comply with the following floor flatness and floor levelness standards:
    a. Specified Overall Value: F (F)-35/F (L)-25
    b. Minimum Local Value: F (F)-20/F (L)-15

IV. Building Skin and Roof.

A. 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.
B. The exterior building perimeter, roof, and foundation shall be insulated in accordance with energy code requirements.
C. 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.

V. Building Common Areas.

A. The building entrance lobby, common corridors, restrooms, mechanical spaces, loading dock, trash removal spaces, and other common areas will be substantially complete.
B. 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. The finishes in restrooms shall be commensurate with market for comparable properties of the same property type and class as the Premises.

C. 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.
D. Passenger and service elevators shall serve each Tenant floor not having ground level access and be in good working order. Elevators shall meet ADA requirements.
E. Common areas will be finished per code requirements, complete with all floor, wall, and ceiling finishes, lighting, emergency lights, and exit signs.
F. If required in RFP 6.5 “Project Specific Requirements” (Exhibit F), Landlord shall provide at Landlord's expense no less than two (2), 4" diameter, and vertically-aligned conduit sleeves in common area mechanical spaces for Tenant's use in common with other tenants of the Building to feed voice, video, and data cable risers. Conduit sleeve shall penetrate the roof to allow Tenant to service Tenant supplied and installed roof mounted antenna systems. Conduit shall terminate in building Main Telephone Room to allow Tenant to connect to the building main telephone service.

VI. Common Walls.

A. 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 an acoustical performance criterion greater than or equal to STC-40.
B. 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.

VII. Fire Protection and Life Safety Systems.

A. If required by local code, 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, hose cabinets and hoses, backup power system, and other devices.
B. 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.
C. If required by local code, the fire protection system shall be provided with emergency power.
D. If required by local code, 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. Modification of the sprinkler heads or of ceiling height shall be part of the Tenant Work.

VIII. Electrical.

A. Base building shall include electrical energy to be used in the Premises. In addition to power for building system air conditioning, building system heating, and domestic hot water. Landlord shall provide a minimum of 7 watts per square foot.
B. 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.
C. If required by applicable codes, 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.

D. If required by applicable codes, Landlord shall provide at Landlord's expense a lightning protection system.

IX. Communications.

A. 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 which has been designated by the Landlord as the point of demarcation and sufficient grounding for the service.

X. Lighting.

A. Landlord shall furnish and install lights in all common areas. Base building shall include the cost to provide electrical service to all lighting and light control devices.

B. 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.

XI. Plumbing.

A. Landlord shall provide a minimum of two wet columns per floor with cold water, vent and sanitary tie-ins for Tenant plumbing connections.

B. Plumbing tie-ins shall be for State's use for break room or other functions required by Tenant's program.

XII. HVAC.

A. Base building common areas shall include Building Standard heating, ventilation, and air conditioning systems.

B. 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.

XIII. Building Directory.

A. Landlord shall provide a directory in the lobby of the building as a base building cost.

B. Landlord shall add Tenant's name to directory, and shall provide Tenant suite signage (suite entry door plaque or hall plaque, matching building graphics standards) as a base building cost.

XIV. Keys.

A. Landlord shall supply Tenant with three (3) sets of keys at no cost. Additional keys shall be provided at Tenant's request at a reasonable cost. Keys should allow access to the Premises, parking areas and other common areas of the Property.

XVII. Access Control.

A. Tenant may install card access to Tenant's space at suite entry locations, fire stairs with access into tenant's space and interior doors within Tenant's space compatible with the Base Building security system.

RFP Attachment 6.4.

STANDARD FORM OF LEASE

(See attached)

AGENCY:

ALLOTMENT CODE:	COST CENTER:

This Instrument Prepared By:

State of Tennessee

Real Estate Asset Management
William R. Snodgrass Tennessee Tower
24th Floor, 312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

LEASE

1. Date of this Lease: _____
Name and Address of Building:
_____
_____
_____
_____

2. Tenant: **State of Tennessee**
Landlord Name and Address:
_____
_____
_____
_____

3. Leased Premises:
Space in the Building as identified herein and more particularly described on Exhibit B together with all Common Areas, including, without limitation, parking.

4. Useable Square Feet _____
Rentable Square Feet: _____

5. Term of Lease: 5year(s)
Commencement Date of Lease Term (**and of the obligations hereunder**): _____TBD_____
Expiration Date of Lease Term: _____
If no fixed Commencement Date is inserted, the Commencement Date shall be set pursuant to Exhibit C.

6. Termination for Convenience: Tenant may terminate this Lease at any time by giving written notice to Landlord at least **90** days prior to the date the termination becomes effective.

Monthly Rental Installments Table

7. Lease Year(s)	Annual Rental	Monthly Rental Installments	Rental Rate Per Rentable Square Foot
1	$	$	$
2			
3			
4			
5			

8. **Utilities & Services:**
☒ All utilities are included in the Monthly Rental Installments.
☐ The following utilities are not included in the Monthly Rental Installments: _____
☐ Tenant is solely responsible for payment of the following separately metered utilities:
☐ electric ☐ gas ☐ water/sewer
☐ Janitorial services are not included in the Monthly Rental Installments.

9. **Improvements (check any that apply):**
☒ Build out will be "Turn Key" and Landlord shall include all costs in Monthly Rental Installments
☐ **Lessor responsible for buildout; Leasehold Improvement Allowance: $____ per rentable square foot**

Existing Space (New Tenant ☐or Renewal☐)

☒ Landlord to build out space pursuant to Exhibit D, E, and F

10. **Attached hereto and incorporated herein for all purposes are the following exhibits:**
Exhibit A – Lease Standard Terms and Conditions; Exhibit B – Leased Premises and Floor Plan
☒ **Exhibit C – Commencement Date;** ☒ **Exhibit D – Work Agreement;** ☒ **Exhibit E – Landlord's Delivery Requirements,;**
☒ **Exhibit F – Project and Interior Buildout Specific Requirements**

LANDLORD:	TENANT: STATE OF TENNESSEE
By: _____	By: _____
Name: _____	Robert E. Oglesby, Commissioner of Department of General Services
Title: _____	

(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 _____of _____,the within named Landlord, and that he/she, as such _____executed the foregoing instrument for the purposes therein contained by signing the name of the entity by himself/herself as such _____.

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

In consideration of the mutual covenants and representations set forth in the Lease (the "Lease") and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows. The capitalized terms used in this Exhibit A shall have the meaning assigned to such terms in the Lease, unless another meaning is assigned to such terms in this Exhibit A.

1. DEMISE. Upon the terms and conditions hereinafter set forth and as set forth in the Lease, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Premises for the Term of the Lease. Landlord represents and warrants to Tenant that Landlord 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. Landlord 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 Landlord, or (ii) would interfere with or restrict Tenant's ability to use the Leased Premises for office, storage and any other purpose permissible under applicable law (the "Permitted Use"). Landlord 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 Building via publicly dedicated utility easement areas.

2. RENT. The Monthly Rental Installments for the Lease of the Leased Premises shall be payable in arrears on the last day of each and every month during the term hereof to Landlord at Landlord's address as set forth on the Lease, provided Landlord has submitted a completed the ACH Form (as defined below) to Tenant. Landlord shall not invoice Tenant for services until Landlord has completed this form and submitted it to Tenant. The Monthly Rental Installments shall be prorated for any partial calendar month during the Term. The Monthly Rental Installments and all other sums paid to Landlord under this Lease shall hereinafter collectively be referred to as "Rent" or "rent".

No payment shall be made by Tenant under this Lease until Tenant has received the following documentation properly completed:

1. Landlord shall complete, sign and present to Tenant an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by Tenant. By doing so, Landlord acknowledges and agrees that, once said form is received by Tenant, all payments to Landlord, under this or any other contract Landlord has with Tenant shall be made by Automated Clearing House (ACH).

2. Landlord 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 Landlord's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Lease.

Landlord agrees that the Rent provided under the terms of this Section 2 is based in part upon the costs of the services, utilities, and supplies to be furnished by Landlord 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.

3. LANDLORD'S OBLIGATIONS.

A. Utilities:

If utilities are included in the Monthly Rental Installments, then Landlord shall, at Landlord's expense, furnish all utilities to the Leased Premises, including electrical, gas, water and sewer, heat, ventilation, and air conditioning in capacities sufficient for the Permitted Use; provided, however, Tenant shall be responsible for telephone and data services. Electrical, gas, water and sewer, if provided by Landlord, must be provided on a 24 hours per day, 7 days a week basis. Heat, ventilation and air conditioning must be provided at least during the hours of 6:00am-7:00pm, Monday through Friday; provided, however, that the temperature of the telecom closet on the Leased Premises at all times shall be maintained between 64 and 75 degrees with a relative humidity range of 30-55%. The Landlord shall provide the Tenant, on an annual basis at the end of each year of the term of this Lease, a detailed list of costs subject to reimbursement under this paragraph. In order for any expenses to be reimbursable hereunder by the Tenant, the costs incurred by the Landlord must have been reasonable and necessary. The Landlord shall maintain documentation for all charges against the Tenant under this Lease. The books, records and documentation of the Landlord, insofar as they relate to reimbursement by the 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.

B. Maintenance

Landlord shall, at Landlord's expense, and as required to keep the Building and the Leased Premises in a good, attractive and safe condition, maintain and repair, in a good and workmanlike manner and in compliance with all replacement and maintenance schedules followed by prudent landlords of commercial buildings, (i) the Building, including, but not limited to, the repair, maintenance and replacement of the roof, foundation and exterior and load-bearing walls; (ii) the mechanical, plumbing and electrical systems, including, but not limited to, air conditioning, heating, plumbing, wiring and piping and all filters, valves and other components; (iii) the exterior of the Building and the land upon which the Building is located, including any landscaped areas, parking areas and driveways, including, but not be limited to the following: weekly lawn cutting during the growing season, debris pick-up, leaf removal, mulching of planting beds, maintain any landscaping, daily snow and ice removal from parking areas and entrances to the Leased Premises; (iv) elevators, if any; (v) interior of the Building and the Leased Premises, including but not limited to repair, maintenance, patching, mold, mildew, and moisture removal, and painting of the walls, floors, ceilings, carpet and other surfaces; (vi) all lighting components, including but not limited to, furnishing and replacement of electrical light bulbs, fluorescent tubes, ballasts and starters, as needed. Landlord shall also, at Landlord's expense, furnish and maintain appropriate outside trash and refuse receptacles for the disposal of trash and refuse from the Leased Premises. Furthermore, Landlord shall have maintenance personnel available to respond to routine calls within twenty four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance calls shall include, but not be limited to, situations involving HVAC, electrical, plumbing, roof leaks, utility disruptions, ingress and egress, and environmental issues. Tenant shall be permitted to maintain, inspect, repair and replace any equipment or fixtures installed by Tenant on the Leased Premises (the "Tenant Maintenance"), and Landlord shall hold Tenant harmless for any damage to the Leased Premises caused by the Tenant Maintenance.

C. Insurance

Landlord shall, at Landlord'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 Landlord'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, Landlord 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.

D. Taxes

Landlord shall be responsible for payment of all real estate taxes assessed against the Building or land on which the Building is located, as well as all applicable local, state and federal income taxes which are or may be payable by Landlord. Landlord, by virtue of leasing property to Tenant, does not become a State of Tennessee agency, entity, or employee and is not entitled to any rights, privileges or immunities pertaining to the State or its agencies and instrumentalities.

E. Janitorial

If janitorial services are included in the Monthly Rental Installments, Landlord shall, at Landlord's expense, provide janitorial supplies and services to the Leased Premises in accordance with the following schedule:

i. Daily: Dust all furniture, counters, cabinets and window sills; sweep and/or vacuum all floors; empty all wastebaskets; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls;; and stock janitorial supplies including but not limited to commercial grade paper towels, toilet tissue, sanitary supplies for restrooms and paper towels for break area.
ii. Weekly: Mop all floors and dust all window blinds; and vacuum carpets, if any.
iii. Quarterly: Strip and wax all floors, if not carpeted.
iv. Semi-Annually: Wash all windows, window blinds, light fixtures, walls and painted surfaces and clean all carpeted areas via commercial hot water extraction or commercial chemical dry cleaning.

F. Pest Control

Landlord shall, at Landlord's expense, provide monthly interior and quarterly exterior pest extermination services. All such services shall be performed after normal business hours.

4. TENANT'S OBLIGATIONS. In addition to the said rent to be paid, Tenant also agrees to pay directly during the term of the Lease, commencing on the Commencement Date, the following items of expense as the same become due and payable:

A. The cost of all separately metered utilities supplied to the Leased Premises.
B. All service costs and installations of all telephone or data services.

5. 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.

6. TERMINATION FOR CAUSE. Tenant may in its sole discretion terminate this Lease at any time for any of the following causes: (a) Landlord's failure to disclose any conflict or potential conflict of interest existing at the date of this Lease or hereafter created; (b) termination or consolidation of Tenant's operations or programs housed in the Leased Premises because of loss of funding; (c) lack of funding by the appropriate Legislative Body for obligations required of Tenant under this Lease; (d) misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution or term of this Lease; (e) failure to comply with the assertions and promises set forth in the response to the request for proposals; (f)the availability of space in Tenant-owned property, provided that no cancellation for this reason may take place until the Lease has been in effect for one year; and (g) any default by Landlord which is not adequately remedied in accordance with *Section 8* hereof. Notwithstanding the foregoing, all terms and conditions of the Lease are made subject to the continued appropriations by the appropriate Legislative Body.

7. ENVIRONMENTAL PROVISIONS. Following due inquiry, Landlord 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. Landlord 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, Landlord 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, Landlord 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 Landlord, 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 Landlord discovers hazardous materials on the Leased Premises during the Term of this Lease, Landlord shall promptly notify Tenant.

8. 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 Landlord 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 Landlord 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. Landlord 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, Landlord 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 Landlord the rent due under the Lease on the date such rent is due, less the rent Landlord receives from any reletting. Landlord 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. Landlord may terminate the Lease pursuant to the terms of this Section. Upon termination, Landlord shall have the right to collect an amount equal to all expenses, if any, not including attorneys' fees, incurred by Landlord 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, Landlord shall be in default of the terms of the Lease if Landlord 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 Landlord of such default, or, if it is not possible to complete the cure by such time, Landlord 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 Landlord 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 Landlord 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 Landlord 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.

9. END OF TERM. At the termination of this Lease, Tenant shall surrender its interest in the Leased Premises to Landlord in as good condition and repair as reasonable use thereof will permit, ordinary wear and tear excepted, and will leave the Leased Premises broom clean. Tenant shall have the right, prior to said termination, to remove any equipment, furniture, trade fixtures or other personal property in

the Leased Premises owned by Tenant, provided that Tenant promptly repairs any damage to the Leased Premises caused by such removal. In the event of holding over by Tenant after the expiration or termination of the Term of this Lease, Tenant shall pay rent at the then-current rate for rent as set forth in the Lease, on a monthly basis and the Term of this Lease shall be automatically extended for successive periods of one (1) year each; provided that during any automatically extended period following the expiration of the Term of this Lease, Landlord and Tenant shall each have the right to terminate this Lease by delivering written notice to the other at least ninety (90) days prior to the desired expiration date.

10. 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. Landlord 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 Landlord may be required to make hereunder. The making of repairs by Landlord 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. Landlord 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. Landlord 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 Landlord'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.

11. DAMAGE OR DESTRUCTION. If the Leased Premises are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord (excluding any personal property which is owned by Tenant), provided that such repairs can, in Landlord's opinion, be made within sixty (60) days after the occurrence of such damage. Landlord shall notify Tenant within fifteen (15) days of the event of casualty of its determination. 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. If such repairs cannot, in Landlord's opinion, be made within sixty (60) days and Landlord nonetheless chooses to repair, then Tenant may, at its option, continue as Tenant under the Lease until such repairs are completed, during which time all rent shall abate, or Tenant may terminate the Lease. A total destruction of the Building in which the Leased Premises are located shall automatically terminate the Lease. Total destruction of the Building shall be defined as damage greater than fifty percent (50%) of the then replacement value thereof.

12. NOTICES. Any notice required or permitted to be given hereunder shall be sufficiently given if personally served, sent by registered or certified mail, or by reputable overnight courier, addressed to the relevant party at the addresses specified in the Lease, for Landlord, and for Tenant to: Real Estate Asset Management, 312 Rosa L. Parks Avenue, 24th Floor, Nashville, Tennessee 37243.

13. QUIET ENJOYMENT. Landlord 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. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE. Tenant agrees that the Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any ground or underlying lease which may now or hereafter be in effect regarding the Building or any component thereof, to any mortgage now or hereafter encumbering the Leased Premises or the Building or any component thereof, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions and restatements of such mortgage, and to any replacements and substitutions for such mortgage (collectively, "Mortgages"); provided as a condition to such subordination, any holder of the Mortgage must enter into a Subordination, Non-Disturbance and Attornment Agreement with Tenant in form reasonably acceptable to Tenant. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, or in the event of a deed in lieu of foreclosure with respect to any Mortgage covering the Leased Premises or the Building, or in the event of termination of any Lease under which Landlord may hold title, Tenant shall, at the option of transferee, attorn to such transferee and shall recognize and be bound and obligated hereunder to such person as Landlord under the Lease, unless the Lease is terminated. Notwithstanding anything contained herein to the contrary, so long as Tenant is not in default in the payment of rent, or in the performance of any of the other terms, covenants or conditions of the Lease beyond any applicable cure periods, no mortgagee or similar person shall disturb Tenant in its occupancy of the Leased Premises during the original or any renewal term of the Lease notwithstanding any event or proceedings described in this section.

15. 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.

16. COMPLIANCE WITH LAWS. Landlord represents and warrants to Tenant that as of the date of execution of this Lease, the Building complies with the provisions of the Americans with Disabilities Act (ADA) in all material respects. Landlord hereby indemnifies and holds

harmless Tenant from and against all costs, liabilities, and causes of action occurring or arising as a result of Landlord'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 Landlord or its agents. Landlord shall provide all life safety equipment, including but not limited to, fire extinguishers and smoke alarms, in compliance with applicable municipal building codes.

17. 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.

18. RECORDS RETENTION. Landlord shall maintain documentation for all charges against Tenant under the Lease. The books, records and documentation of Landlord, 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.

19. SPACE AUDIT. Landlord certifies that the rentable square feet set forth in the Lease is accurate to the best of its knowledge. Tenant reserves the right to perform physical measurements of the Leased Premises and adjust the Monthly Rental Installments proportionally based upon such measurements utilizing a ____% load factor to establish the rentable square footage.

20. COMMON AREAS. During the Term of the Lease, Landlord agrees that Tenant and its employees, agents, invitees and visitors shall have the non-exclusive right to use the Common Areas for their intended purpose. Except for repairs, maintenance and replacements required under this Lease, Landlord shall not materially alter (or permit the material alteration of) any entrances, exits, corridors, sidewalks or hallways providing access to or from the Leased Premises. Landlord represents and warrants to Tenant that the Common Areas include all areas which are necessary for the use of the Leased Premises for its current use. As used herein, "Common Areas" means all portions of the Building intended for the general use or benefit of tenants or owners of the Building, and their employees, agents, and visitors, including, without limitation, all entrances, common corridors, parking areas, loading and unloading areas, trash areas, roadways, walkways, sidewalks and driveways.

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

22. SIGNAGE. At Tenant's sole cost and expense, Tenant shall have the right to install signage on the building, and/or on a new or existing monument sign, and to install directional signage on the site. Signage rights shall be subject to applicable local codes, and to the Landlord's reasonable approval which shall not be unreasonably withheld, conditioned or delayed.

23. PARKING. For the term of the Lease, Landlord shall provide a minimum of 20 parking spaces at no additional cost to Tenant. Parking area must be in good repair, illuminated and conform to all codes including ADA (Americans with Disabilities Act).

EXHIBIT B

LEASED PREMISES /

[ADD DESCRIPTION OF SITE PREMISES]

FLOOR PLAN

[ATTACH FLOOR PLAN]

EXHIBIT C

COMMENCEMENT DATE AGREEMENT

RE: Transaction Number:
Lease dated as of _____, by and between _____, as Landlord, and the State of Tennessee, as Tenant.
Address of Subject Property:

Dear _____:

In accordance with 1.2.5 of the RFP, the Lease Term will commence thirty (30) days after substantial completion of the Tenant Improvements and a certificate of occupancy for the Premises is issued.

Pursuant to the terms of the above captioned Lease, please be advised as follows:

The Commencement Date of the Lease Term is the ____ day of _____, 2016, and the Expiration Date of the Lease Term is the ____ day of _____, 2021 subject however to the terms and provisions of the Lease.

Terms denoted herein by initial capitalization shall have the meanings ascribed thereto in the Lease.

1. The Leased Premises contain _____Useable Square Feet and _____Rentable Square Feet. Parties shall promptly enter into an Amendment to Lease reflecting revised Annual Rent and Monthly Rental Installments.

LANDLORD

_____

By: _____

Title: _____

ACKNOWLEDGED AND AGREED:

TENANT

By: _____

Title: _____

EXHIBIT D

WORK AGREEMENT

THIS WORK AGREEMENT (the "Agreement") is executed and delivered as of the ___ day of _____, 201_, by _____ ("Landlord") and The State of Tennessee ("State").

WITNESSETH:

WHEREAS, contemporaneous with this Agreement Landlord and State entered into that certain Lease (the "Lease") pursuant to which Tenant shall lease from Landlord certain space (the "Premises") as more particularly described in the Lease; and

WHEREAS, it is a condition to the commencement of the Lease that Landlord cause improvements to be made to the Premises (the "Tenant Improvements") in accordance with plans and specifications to be provided by State;

WHEREAS, the parties desire to describe the terms and conditions that must be met before the Lease may commence.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and State agree as follows:

No later than _____ , Landlord's architect shall provide a floor plan ("Floor Plan") for Landlord's use to prepare design development and construction drawings for the build out of the space to Tenant's specifications (the "Build Out Plans"). Tenant shall have the right to review and approve the Floor Plan before Build Out Plans are developed. The Floor Plan shall be approved by Landlord and Tenant no later than _____. The Build Out Plans shall be signed and sealed by an architect or designer licensed to do business by the State of Tennessee and shall have been approved by the State Fire Marshal prior to delivery of the same to Landlord. Build Out Plans will be completed and approved by Tenant no later than _____ ___.

Tenant Improvements must be substantially complete by _____ (the "Substantial Completion Date").

The following additional terms shall apply to the Tenant Improvements:

Landlord will provide all utilities and services (i.e., electrical, HVAC, etc.), elevator services, and parking for the construction of the Tenant Improvements to the Premises at no cost to State.

State may provide or engage its own owner's representative. This owner's representative shall be afforded complete access to the process and Premises prior to and during the construction of Tenant Improvements.

Landlord will not charge the State a construction management fee.

In the event that Landlord defaults under any of its obligations under this Agreement, and such failure constitutes a breach of this Agreement, then State shall be entitled to receive as full and agreed upon liquidated damages one day of free rent for each day of delay beyond the Delivery Date or Substantial Completion Date, as applicable, and shall have the right to terminate this Agreement and the Lease in the event the Tenant Improvements are not substantially complete within thirty (30) days after the Substantial Completion Date, so long as State has not prevented Landlord from achieving substantial completion by such date. Landlord and State agree that said liquidated damages are reasonable given all of the circumstances existing as of the date hereof, including, without limitation, the range of harm to State that is reasonably foreseeable and the anticipation that proof of State's actual damages would be costly, impractical and inconvenient. LANDLORD ACKNOWLEDGES THAT IT HAS READ THIS SECTION AND UNDERSTANDS THE SAME.

So long as such activities do not interfere with the performance and construction of the Tenant Improvements, State shall have the right to enter the Premises prior to the Substantial Completion Date or the Commencement Date (as defined in the Lease) for purposes of (i) installing telecommunications and data equipment and cabling; (ii) installing furniture and equipment; and (iii) taking such other actions as may be necessary or desirable to enable the Premises to be in a condition such that they are immediately usable by the State for the intended purpose on the Commencement Date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LANDLORD:

_____, _____

By: _____

Name: _____

Title: _____

TENANT;

THE STATE OF TENNESSEE

By: _____

Name: _____

Title: _____

EXHIBIT E

LANDLORD'S DELIVERY REQUIREMENTS

(See RFP Attachment 6.3)

EXHIBIT F

PROJECT AND INTERIOR BUILDOUT SPECIFIC REQUIREMENTS

(See RFP Attachment 6.5)

RFP Attachment 6.5. (Exhibit F)

Project Specific Requirements

Location: Shelby County with the following specifics of delineation:

Within a three (3) mile radius of any of the following exits on I-40 to make it more accessible to the public:

- Sycamore View Road – Exit 12
- Kirby Whittem Road – Exit 14
- Appling Road- Exit 15
- Germantown Road – Exit 16

Use: The agency use is public facing. The agency requires a building of sound and substantial construction and prefers a building that is a single story with an on grade entry. The building should be located in a professional office environment within a commercial node that provides access to amenities

Parking: Parking for a total of 100 vehicles (employees plus visitors). Parking must be in good repair, illuminated and conform to all codes including Americans with Disabilities Act (ADA).

Space Requirements: The space requirement is between 5,500 and 8,000 contiguous useable square feet. The State intends "contiguous" to mean space that is adjacent including floors below or above. The actual square footage will be determined by programming and space planning. The estimated rentable square footage is expected to be between 6,000 and 9,200. Proposals with rentable square footages having a 15% deviation (up or down) will be considered.

The following open areas and enclosed offices are **required**.

Shelby County DOS 1410914		3/28/2015		
Description	**Square Footage Each**	**Count**	**Total**	**Notes**
Open Plan Areas				
Open Plan Workstations	51	1	51	State will supply workstations
Work area with multi fcn printers, mail	75	1	75	Distributed in possibly 2 locations
Staff Lockers	48	1	48	State will supply lockers
Waiting Area	1650	1	1,650	Seating for 70 to 75 people. Also includes space for 4 - iPad computer stands used by public to access DL on-line services. Waiting area will need direct access to one - multi stall men's restroom and one multi stall restroom for use by visitors. Women's restrooms shall has 3 water closets and 2 lavatories. Client and staff restrooms will be separate and will not share a common plumbing wall.
Application Processing Area	900	1	900	Front Counter area. Includes space for Drivers License Examiners who will the public from this area. Also includes space for shared equipment (camera, eye machine, photo digitizer and printer) place between examiners/ Each examiner will have a computer terminal with cash drawers (mounted below work surface).
Enclosed Rooms:				
Hardwall Office	120	1	120	To be located away from public areas
Hardwall Office	120	1	120	Office to have an observation window for viewing the Application Processing Area
Break Room	180	1	180	Base and overhead cabinets, counter with sink. Minimum of (4) 120v/20 amp dedicated circuits for coffee maker, microwave, refrig and possible vending. Landlord to provide and install (2) refrigerators w/ freezer and (3) microwave appliances as required by the State. Quantity to be confirmed, appliance selection to be reviewed and approved by the State prior to procurement and installation.
Telecom Closet	48	1	48	Room must be temperature controlled
Storage Room	200	1	200	
Secured Storage Closet	64	1	64	Needs to be able to be securely locked.
Enclave	120	1	120	Used for staff/client meetings. Needs to have 2 access doors, on from the waiting area and one from the staff area.
Testing Room	270	1	270	Space for 6 computer testing machines and 6 tablet arm chairs. With observation rooms to Application Processing area. Minimum of (3) 120V/20amp. Dedicated circuits with isolated neutrals for agency supplied testing machines.
Reconciliation Room	150	1	150	
Subtotal			**3,996**	
Circulation			**1,617**	
Approximate Net Useable SF			**5,613**	

RFP Attachment 6.5. (Exhibit F) Continued:

INTERIOR BUILDOUT SPECIFICATIONS

1. GENERAL NOTES

1.00 RFP Attachment 6.5 outlines the office space requirements to be completed by the Landlord prior to occupancy by the State.

1.01 The information contained in RFP Attachment 6.5 should be utilized to prepare construction plans and costs.

1.02 The building in which the space is offered must be of sound and substantial construction. The building shall be either one designed for general office use or shall be capable of being modified to meet general office use. It shall be in a neat, clean condition, energy efficient, 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 or safety hazard.

2. DEMOLITION

2.00 Demolish only walls necessary per the comparison of the existing as-built plans and new plans.

3. CEILING

3.00 If the existing ceiling tile and grid materials meet the minimum qualification specification and are in acceptable condition, they can remain. Patch and repair grid as needed to accommodate demolition of walls. Replace any damaged or discolored tiles to match existing. When replacing existing tiles, use tiles from other existing enclosed rooms to obtain replacement tiles, and group new tiles together to reduce a spotty inconsistent appearance in the ceiling plane. A 2 x 2 ceiling tile and grid system will be installed should replacement of the ceiling system be required,

3.01 Provide/maintain a general light level of approximately 30-40 foot candles at the work surface throughout open office area and all rooms unless noted otherwise.

3.02 Existing lighting shall be cleaned and re-lamped after construction. All lamps shall be the same color temperature. Coordinate the appropriate lamp color with the State.

3.03 Provide 15’-20’ whip at all above-ceiling junction boxes for power pole connections.

3.04 Minimum ceiling heights shall be a minimum of 8’-10” and be proportionate to the open area floor plate size.

3.05 Acoustical Panel Ceiling Minimum Qualification Specifications:

- A. General Ceiling
  - 1. Acoustical Panel Standard: Comply with ASTM E 1264.
  - 2. Metal Suspension System Standard: Comply with ASTM C 635.
- B. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," Acoustical Panels
  - 1. Color: White.
  - 2. LR: Minimum of 0.83.
  - 3. NRC: Minimum of 0.60, Type E-400 mounting according to ASTM E 795.
  - 4. CAC: Minimum of 33.
  - 5. Modular Size: 24 by 24 inches (610 by 610 mm) or 24 by 48 inches (610 by 1220 mm).
- C. Metal Suspension System
  - 1. Provide a suspension system that is compatible with the approved panel product.

4. ELECTRICAL AND COMMUNICATION

4.00 Provide and install conduit, conductors, string, boxes, cover plates, devices, etc., for all outlets.

4.01 Verify the color and finish of standard devices within the building and match device standards. All devices shall be a consistent color.

4.02 Contractor shall be responsible for all cutting and patching required of their work.

4.03 Contractor shall be responsible for all coordination and final electrical connections for furniture (systems furniture, conference/training tables, etc.). Coordinate with State for specifics on wiring configurations. For general planning purposes, provide 1 circuit per every 2 standard workstations.

4.04 Provide 2 duplex power outlets per standard office and enclave and 1 outlet every 15 linear feet of hard wall space.

4.05 At minimum, all enclosed rooms (such as storage, file and conference rooms) to have (2) convenience duplex power outlets per 15 linear feet of hard wall.

4.06 Coordinate location and mounting height of outlets with State.

4.07 Lighting and controls shall be properly zoned. Separate light switches for hard wall spaces shall be provided.

4.08 Provide 1 voice/data string and box for every office, enclave, and conference room.

5. PARTITIONS

5.00 Paint all existing perimeter sill walls and core walls throughout space and prep to receive a satin paint finish.

5.01 All new partitions to be 5/8" drywall and 3 5/8" metal studs with sound attenuation blankets inside the partition. Provide additional sound blankets above partitions on ceiling tile, 2'-0" on either side of all new or existing partitions not extending to the deck.

5.02 Partitions around all new conference rooms, training rooms, break rooms, meeting rooms, and restrooms, shall extend to the deck if specified by State. Provide sound attenuation blankets inside the partition; seal all penetrations within partitions including power/data boxes and at the connection of the partition to the deck.

5.03 Connections from partition to mullion will require an acoustically sealed connection.

5.04 Locate rated or smoke separation partitions per code requirements.

5.05 Finish partitions completely to floor.

5.06 Concrete block walls shall be furred-out to accommodate a finished surface of painted drywall, and shall be insulated for energy efficiency. Exterior block walls shall be moisture-proof.

6. GLAZING

6.00 All office, enclave, break room, and conference room front walls shall have a 3'-0" wide sidelight with ¼" clear tempered glass in 2" welded hollow metal frame with a solid core door (match building standard). Provide allowance for etched film on 3'-0"w full height sidelights. Framing for glass sidelights and windows shall be integral with door frames and not separated by drywall.

7. DOORS AND FRAMES

7.00 Interior doors shall match building standard height and finish; at a minimum, all new doors shall be solid core, 3'-0" wide. For any new construction projects, interior doors should be at a minimum of seven (7) feet high.

7.01 Interior door frames shall be 2" welded hollow metal steel, painted.

7.02 All hardware shall match existing building standard finish. At a minimum, all hardware shall be lever handle. All doors shall include the following: door stops, silencers, lever hardware, mortised ball bearing hinges. All office doors shall include a coat hook. In addition, pairs of doors shall include the following as determined by function: dummy trim, closer coordinators, flush bolts, dust proof strikes, ball catch (as required).

7.03 Where identified for special security, doors may require card reader entry devices. Landlord to coordinate with State and prepare hardware schedule per required locking conditions.

7.04 Provide heavy duty cylindrical hardware within suite and heavy duty mortised lockset at suite entry doors.

7.05 Provide locksets on the following doors: offices, enclaves, communication rooms, utility rooms, storage/file rooms, network rooms.

7.06 All main entrance public access doors shall be metal frame glass storefront 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 closers and hardware. Exterior doors shall meet all code/egress requirements.

8. FINISHES

8.00 Coordinate with existing conditions and demolition requirements to reuse existing materials. Reuse doors, frames, hardware, ceiling tile and grid and lights if approved by the State.

8.01 Carpet shall be modular tiles laid with low VOC adhesives. Carpet shall generally be laid in a monolithic, ashlar or brick laid pattern. Carpet shall not be laid in a quarter turn pattern unless noted specifically.

8.02 Carpet must meet the following minimum qualification specifications:

A. Products: All manufacturers to provide modular tile products as specified below and in addition to meeting the minimum requirements as identified in Sections B-M.

B. Commercial Face Fibers: High performance premium branded Nylon required to be third party certified post-consumer recyclable and defined as a commercial grade nylon fiber from a carpet or fiber manufacturer nationally recognized by the flooring industry; the nylon fiber shall have a documented five (5) year minimum successful testing period; Note: OLEFIN FIBER IS NOT ACCEPTABLE.

C. Pile Characteristic: Level-loop, Cut-and-loop pile, Shear-and-loop pile.

D. Density: Minimum rating of 5,000 or higher.

E. Stitches: Minimum of 9 stitches per inch.

F. Gage: 1/12 inch minimum.

G. Surface Pile Weight: Minimum 20 oz. per square yard.

H. Dye System: Minimum of 50% solution dyed or yarn dyed (Type 6, Type 6.6 or proven equal).

I. Backing System: Provide applicable backing system based on carpet type/brand selected.

J. Size: 24 by 24 inches (610 by 610 mm) or larger.

K. Applied Soil-Resistance Treatment: Duratek, Protech, or equal (specify with proposal).

L. Antimicrobial Treatment: Manufacturer's standard material according to AATCC174.

8.03 Provide VCT (Vinyl Composition Tile) in network closets and break rooms (3 colored floor patterns).

8.04 Provide 4" coved rubber base in areas specified to receive new flooring. All bases shall be continuous roll base (not 4' segments).

8.05 Prime and paint walls, frames, and columns throughout the space. All walls to receive one prime coat and 2 finish coats of satin finish. Door and window frames shall receive semi-gloss finish. Drywall ceilings shall receive flat finish.

8.06 Where identified as laminate finish on casework, use color core laminates for exposed surfaces for doors, drawers, counter tops and splashes. The underside of all vertical laminate panels in wet areas shall receive a laminate or pvc edge to prevent water from wicking up through laminate panel substrates. Counters and splashes shall be thoroughly caulked to walls and countertops using clear silicone caulk.

9. BREAK ROOMS

9.00 Finishes: VCT floor tile in a floor pattern using 3 different colors, plastic laminate base and wall cabinets.

9.01 *Intentionally Omitted.*

9.02 Provide double bowl, under mount stainless steel sink with hot/cold water. Identify standard location for small water heaters.

9.03 Provide dedicated outlets for refrigerators, microwaves, and (2) coffee makers. Provide (3) standard wall duplex outlets at 42" AFF in kitchen area. Provide (2) additional wall outlets at other walls for convenience purposes.

9.04 Break room shall have doors in accordance with Section 1.

10. COPY ROOMS/AREAS

10.00 Intentionally Omitted.

10.01 Provide (2) wall duplex outlets (one circuit) and (2) voice/data outlets at 42" AFF in work area.

11. TELECOM ROOMS

11.00 Finishes: VCT flooring, 4" rubber base.

11.01 Walls shall extend to deck; no lay-in ceiling.

11.02 A minimum of a half-ton (5,000 BTU's) of cooling for coverage of equipment is required. Stand-alone mechanical unit is preferred. If stand-alone is not possible, then the space should be removed from the EMS and have VAV-type controls.

11.03 Provide at least a 3" conduit from the interior telecom room or non-common space to an exterior right of way or utility easement for new service provider connection. Coordinate with service provider.

11.04 Each telecom room should be sized in accordance with RFP 6.5.Telecom rooms shall align vertically if in a multiple-floor facility.

11.05 Doors to telecom rooms shall open out into the corridor, if possible. If this is not possible, then locate the door in an area with minimal clearance impact.

11.06 Provide at least (2) dedicated quad outlets, 110 volt, 20 amp circuits, in addition to the normal service outlets.

11.07 The State cabling contractor, at State's expense, shall install a grounding bus bar and place correctly-sized conductor back to the main panel for facility personnel to connect.

11.08 Telecom rooms do not include space for building/energy automation/management, life safety controls, or security, audio, or CC/CATV systems.

12. CONFERENCE ROOMS

12.00 All conference rooms that seat (8) people or more shall have (2) power and voice/data outlets. Larger Conference rooms of greater than (18) people shall have (4) power and (2) voice/data outlets. Coordinate placement with furniture to minimize unsightly cable distribution.

12.01 Lighting switching shall provide flexibility for a variety of scene configurations for different presentations and meetings. Fixtures shall provide both ambient lighting to the table as well as accent wall wash lighting at the perimeter of the room.

12.02 Coordinate placement of switches, AV screens, furniture, & doors so as to avoid conflicts when components are in use.

13. RESTROOMS

13.00 All restrooms shall be equipped with liquid soap dispensers and mirrors, and either paper towel dispensers or hand blow dryers.

13.01 Refer to the International Building Code for required number of fixtures, based on building occupancy.

13.02 It will be the lessor's responsibility, immediately prior to the date of occupancy, for all restroom fixtures to receive final new construction cleaning.

13.03 Provide a floor drain in each restroom.

14. JANITOR CLOSET

14.00 Provide storage for equipment, materials, and supplies, in a minimum 25 sf room.

14.01 Provide service sink with hot and cold water and a floor drain.

15. BUILDING INTERIOR

15.00 Coordinate the general design with furniture configuration and placement to minimize exposed wires and power whips.

15.01 Provide (accessible) chilled drinking fountains as per code requirements. If it is deemed necessary to replace existing or incorporate additional drinking fountains, equipment shall be able to accommodate a water bottle refill component.

15.02 Provide evacuation maps and other interior signage as required and requested by the State. Coordinate locations with the State.

16. BUILDING EXTERIOR

16.00 Provide exterior canopies at all building entrances and exits, as well as vestibules or airlocks at all public entrances.

16.01 Provide exterior signage, dumpster access, and parking.

16.02 Hard-surface exterior walkways shall be provided to connect all building entrances and exits to on-site parking lots or other hard-surfaced areas.

17. CODE REQUIREMENTS

17.00 All work shall be in compliance with all applicable federal, state, and local codes, as identified by the authorities having jurisdiction.

Exhibit 6.6. Commission Agreement

JONES LANG LASALLE AMERICAS, INC.

COMMISSION AGREEMENT

Agreement ("Agreement") is entered into as of this _____ day of _____, 2015, by and between ("Owner") and Jones Lang LaSalle Americas, Inc. ("Broker"). The following provisions are true and correct and are the basis for this Agreement:

A. Owner has legal title to a tract of property in _____ on which tract is located or may be located an office building commonly known as _____ (the "Building"), which tract of land is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (or as described next to the Owner's signature hereon)(the "Property").

B. Broker has presented the office space needs of the State of Tennessee (the "Tenant") to Owner and has and will render services in connection with the leasing of office space to the Tenant.

C. Should a Lease (herein so called) be consummated, Owner has agreed to pay Broker a real estate fee as a portion of its consideration under the lease between Tenant and Owner.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Agreement to Pay Fee**. Owner hereby agrees to pay a real estate fee to Broker in a sum equal to four percent (4%) of the total gross rentals to be paid to Owner over the term of the lease (with no offset) up to ten (10) years of term plus two percent (2%) of the total gross rentals to be paid to Owner for the term of the lease in excess of ten (10) years. In the event the Lease contains a termination option for the benefit of the Tenant, the real estate fee shall be based on the entire term of the Lease. Additionally, Owner hereby agrees to pay a real estate fee to Broker in the amount of four percent (4%) of the total gross rentals to be paid to Owner (with no offset) for any expansion of the Lease premises that is in substantial conformance with an option granted in the Lease. Further, so long as Tenant does not appoint a separate broker as Tenant's agent, Owner hereby agrees to pay a real estate fee to Broker in the amount of four percent (4%) of the total gross rentals to be paid to Owner (with no offset) for any expansion of the Lease premises that is not related to a specific option granted in the Lease.

2. **Payment of Fee**. The fee shall be due and payable to Broker in cash (i) one half (1/2) at the time the Lease is signed and (ii) the balance on the earlier to occur of (a) the first day that Tenant occupies all or any portion of the space covered by the Lease, or (b) commencement of the term under the Lease. If Tenant's space is expanded or if the Lease is renewed, the fee in relation to such renewal or expansion will be due and payable in full at the time an addendum or new lease covering the expansion or renewal is executed by Owner and Tenant.

3. **Successors and Assigns.** Broker is entitled to a fee and the obligation to pay and the right to receive any of the fees described above shall inure to the benefit and obligation of the respective heirs, successors and/or assigns of Owner or Broker. In the event of a sale or an assignment of the Property which includes Tenant's demised premises, Owner agrees to secure from the purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Broker of all fees payable hereunder.

4. **Representation of Tenant.** Although Broker will be paid a fee by Landlord, Broker will not be representing Landlord in the contemplated lease transaction. Broker will be representing only Tenant in such transaction. Landlord acknowledges and agrees that it is responsible for any commissions due any broker with respect to this transaction. The Lease shall contain identical agreements to those contained in this paragraph and an indemnity from Landlord in favor of Tenant and Broker as to any claims made by such brokers.

5. **Notices**:

If to Broker: Jones Lang LaSalle Americas, Inc.
424 Church Street, Suite 250
Nashville, Tennessee 37219

If to Owner: _____
_____
_____

LEGAL DESCRIPTION (if not attached as Exhibit "A")

_____
_____
_____
_____

APPROVED this ___ day of _____, 2015

OWNER: _____

By: _____

ACCEPTED this ___ day of _____, 2015

JONES LANG LASALLE AMERICAS, INC.

By: _____
John D. Fetz