REQUEST FOR LEASE PROPOSALS

Office Space

Located in:

Shelby Co., Tennessee

RFP TRANSACTION NUMBER: 15-01-919

STATE OF TENNESSEE
Department of General Services
Real Estate Asset Management

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Release Date: September 29, 2015

1. GENERAL INFORMATION & REQUIREMENTS

1.1. Statement of Procurement Purpose

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 leased space.

Through this RFP, the State seeks to procure the leased space, specified in RFP Attachment 5.2., that best fits the State's needs at the most favorable, competitive rental rate, 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, an equal opportunity to do business with the State as lessor.

1.2. Disclaimer of Subjectivity

Proposers should understand and accept that by responding to this solicitation they are willingly participating in a process that may consist of some degree of subjectivity. Proposers should be aware that the proposal determined to best meet the needs of the State may not necessarily be the lowest cost proposal.

1.3. Scope and Terms & Conditions of the Lease

RFP Attachment 5.2. Section A, Scope of Lease, sets forth the location, square footage, delivery date and other needs of the State.

RFP Attachment 5.2. Section D, Standard Form of Lease, details the State's desired terms and conditions and substantially represents the lease that the successful Proposer must sign.

The State may consider alternative terms and conditions to those set forth in the Standard Form of Lease. Any proposed alterations to the Standard Form of Lease on which the Proposer is basing an Alternative Proposal must be identified in RFP Attachment 5.2. Section A, Scope of Lease as an Alternate, as well as a red-line document of the RFP Attachment 5.2. Section D, Standard Form of Lease and corresponding proposal response in RFP Attachment 5.2. Section C, Proposal Details. **While the State is willing to consider alternative terms and conditions, the State has no obligation to agree to any proposed alterations to the Standard Form of Lease and expressly prefers that no alterations be proposed. Any modification to the Standard Form of Lease may negatively affect the final evaluation of a proposal, and may constitute grounds for rejection of a proposal.**

See RFP Section 3.1.2. for instructions on how to submit an alternative proposal.

1.4. 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.

1.5. RFP Communications

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

RFP TRANSACTION NUMBER 15-01-919

1.5.1. **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.**

1.5.1.1. Potential Proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator from its advertised date until the evaluation of Mandatory Deliverables:

Department of General Services
c/o Nickie Smith
William R. Snodgrass Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: 615-532-7475
Email: rfp.coordinator@tn.gov

1.5.1.2. During the Evaluation Period and, if conducted, the Best and Final Period, Proposers must direct communications to the following person designated as the State's authorized Leasing Agent (the "Leasing Agent"):

Jones Lang LaSalle Americas, Inc.
c/o Jimmy Armistead
William R. Snodgrass Tennessee Tower, 24th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: 615-491-1571
Email: jimmy.armistead@am.jll.com

1.5.1.3. 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, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ for contact information); 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

1.5.2. 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. The State may, but is under no obligation to, extend the deadline for circumstances that are outside of a Proposer's control, and will be done so through an amendment to this RFP pursuant to Section 1.15.

1.5.3. Only the State's official, written responses and communications will be binding with regard to this RFP. Oral communications of any type will be unofficial and non-binding.

1.5.4. 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 (See RFP Section 1.13).

1.5.5. 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.

1.5.6. 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.

1.5.7. 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.

1.6. 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.

1.7. Proposer Required Review & Waiver of Objections

1.7.1. Each Proposer must carefully review this RFP, including but not limited to any attachments and amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively, "Questions and Comments").

1.7.2. 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.

1.7.3. 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.

1.8. Proposal & Proposer Prohibitions

1.8.1. A proposal must <u>not</u> 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.

1.8.2. A Proposer shall <u>not</u> provide, for consideration in this RFP process or subsequent lease negotiations, any 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.

1.8.3. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee or someone deemed to have an unfair advantage. For purposes of this RFP:

1.8.3.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

1.8.3.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

1.8.3.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been a State employee, shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

1.9. 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.

1.10. 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.

1.11. Proposal Preparation Costs

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

1.12. Intentionally Omitted

1.13. 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)
- the 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.

1.14. 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.

1.15. RFP Amendment

The State reserves the right to amend this RFP at any time. All amendments will be made in writing. Prior to making any amendments, the State will consider the potential impact of the amendment on Proposers, 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 (see RFP Section 1.13.) or a proposal, and will post a copy of the amendment to the State's website. A proposer must respond, as required, to the final RFP (including all attachments and amendments).

1.16. 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.

1.17. State Right of Rejection

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

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.

1.18. 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 the SBC By-laws, Policy and Procedure Item 18.

1.19. Disclosure of Proposal Contents

1.19.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State. 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.

1.19.2. The State will hold all proposal documents in confidence during the evaluation process. Upon completion of proposal evaluations, indicated by public release of a Notice of Intent to Award, as applicable, the proposals and associated materials will be opened for public inspection.

1.20. Conflict of Interest

This RFP is subject to *Tennessee Code Annotated*, Section 12-4-101 and State Building Commission Policy and Procedure Item 12 regarding conflicts of interest.

1.21. 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.

2. SCHEDULE OF EVENTS

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Advertised		On or shortly before publication date
2. RFP Published		September 29, 2015
3. Disability Accommodation Request Deadline		October 1, 2015
4. Pre-proposal Conference (if applicable)		N/A
5. Notice of Intent to Propose		October 5, 2015
6. Written "Questions & Comments" Deadline	4:00 p.m. Central Time	October 8, 2015
7. State Response to Written "Questions & Comments"		October 13, 2015
8. Proposal Deadline and Opening	4:00 p.m. Central Time	October 20, 2015
9. Notice to Proposers of Mandatory Pass/Fail		October 22, 2015
9. State Completion of Proposal Evaluations		November 13, 2015
11. State Notice of Intent to Award Issued / Finalization of Lease Agreement and RFP Files Opened for Public Inspection		December 3, 2015
12. Executive Sub Committee of the State Building Commission Approval Sought (If lease term is greater than 5 years or annual rent is greater than $150,000)		December 21, 2015
13. Lease is circulated to successful Proposer for signature		December 31, 2015
14. Lease Signature Deadline		January 29, 2016
15. Construction Substantial Completion Date		July 1, 2016
*16. Desired Occupancy Date		August 1, 2016

*** The State desires to occupy the space by the date above. The State may consider alternate dates, either earlier or later than noted above as an Alternate Proposal. If a Proposer intends to propose a date other than the Desired Occupancy Date above, please ensure that an Alternate is noted in RFP Attachment 5.2. Section A, Scope of Lease, and the proposed date is detailed in RFP Attachment 5.2. Section C, Proposal Details.**

NOTE: 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 issuance of the Notice of Intent to Award shall constitute an RFP amendment, and the State will communicate such in accordance with RFP Section 1.15.

3. PROPOSAL DELIVERABLES and SUBMISSION

3.1. Proposal Packet Deliverable

A response to this RFP must consist of a completed RFP Attachments 5.1. and 5.2. as well as any supporting documentation necessary to the proposal. Proposers must use RFP Attachment 5.2. Sections A, B, and C as a table of contents, and reference by page number any supporting documentation related to those sections and sub-sections. **Proposers must sign and date RFP Attachment 5.1.**

3.1.1. **Mandatory Deliverables Section**. RFP Attachment 5.2. Section B, Mandatory Deliverables, requires that the Proposer provide certain information and documents.

3.1.2. **Base/Alternate Proposal**. RFP Attachment 5.2 may be submitted in one or both of the following forms: Proposal for the State's desired Terms and Conditions, including no modifications to the Standard form of Lease ("Base Proposal") and/or one or more Proposals with proposed alternative terms ("Alternate Proposal"). Any alterations to the State's requested Scope of Lease as set forth in RFP Attachment 5.2., as well as any modifications to the Standard Form of Lease as set forth in RFP Attachment 5.2. Section D, shall be deemed an Alternative Proposal. Alternative terms shall be noted in Section 5.2. Section A, Scope of Lease ***and*** as a redlined RFP Attachment 5.2. Section D, Standard Form of Lease.

NOTICE: If a Proposer fails to submit a Base or Alternate Proposal that is complete, thorough, and clearly referenced, the State may deem the proposal to be non-responsive and reject it.

3.1.2.1. A **Base Proposal** should be submitted using the RFP Attachment 5.2. Proposal Package. If any supporting documents are supplied, Proposers must include a page number directing the reviewer to where the applicable content is in the proposal package.

3.1.2.2. An **Alternate Proposal** may be submitted separately from the Base Proposal with a separate marked and redlined RFP Attachment 5.2. Proposal Package. Each Alternate Proposal shall be **clearly marked as an Alternate Proposal** and must be specific, address all necessary terms, and be concise.

3.2. 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.

3.2.1. 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.

3.2.2. 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:

State of Tennessee
c/o Nickie Smith
William R. Snodgrass Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: 615-532-7475
Email: rfp.coordinator@tn.gov

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

One (1) original of the Proposal paper document must be placed in a sealed package labeled: **"RFP TRANSACTION # [1501919] BASE PROPOSAL ORIGINAL" or "RFP TRANSACTION # [1501919] ALTERNATE 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 labeled: **"RFP TRANSACTION # [1501919] BASE PROPOSAL DIGITAL COPY" or "RFP TRANSACTION # [1501919] ALTERNATE PROPOSAL DIGITAL COPY"**

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

4. PROPOSAL EVALUATION & LEASE AWARD

4.1. Evaluation Process

The proposal evaluation process is designed to identify the Responsive and Responsible Proposer offering the best overall fit for State tenancy. The term "Responsive" means a person or entity which has submitted a proposal that 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.

4.1.1. **Mandatory Deliverables.** The RFP Coordinator will review each Mandatory Deliverable (See RFP Attachment 5.2. Section B, Mandatory Deliverables) to determine that complete information has been provided. If the RFP Coordinator determines that a proposal may have failed to include one or more of the Mandatory Deliverables, 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 further information for consideration prior to further evaluation; or,
c. the State will determine the proposal non-responsive to the RFP and reject it.

4.1.2. **Evaluation Period.**

a. After review under RFP Section 4.1.1 above, the Leasing Agent will review each Base and/or Alternate Proposal submitted by each apparently Responsive and Responsible Proposer. As part of this review, the Leasing Agent will evaluate the proposal against the Scope of Lease (See RFP Attachment 5.2. Section A) to determine a proposed property's ability to meet the needs of the State. The Leasing Agent will document, in writing, and confirm with Director of Leasing, any determination (and the specific reasons therefore) that a proposal does not meet the needs of the State. If a proposal does not meet the needs of the State, the State will send a notice of rejection in writing to that Proposer.

b. The Leasing Agent will review any Alternate Proposals that contain redlined versions of the Standard Form of Lease with a State Attorney and the STREAM Director of Leasing. If any proposed language changes materially affect any non-negotiable terms of the Lease, the Leasing Agent will contact the Proposer regarding the language in question. If the Proposer is not able to provide terms that are acceptable to the State, the State will send a notice of rejection in writing to the Proposer.

c. The Leasing Agent will then perform an initial evaluation (the "Initial Evaluation") of each proposal, that has not been rejected under 4.1.2.a. or 4.1.2.b. above, to determine the net present value of the total cost to the State during the period of time between commencement of the lease and the end of the term (the "Analysis Period"). The total cost shall include all expenses the State will incur during the Analysis Period that are contemplated in the Lease, including but not limited to: the annual base rent, estimates of additional rent such as pass through of operating expenses if any, costs associated with any Landlord services not included in the base rent, any parking costs, and any other cost factors that are determined by the State to be applicable to the Analysis Period, which will be uniformly applied to those proposals in which they are appropriate. Upon completion of the Initial Evaluation, the Leasing Agent will prepare a ranked list of proposals with the proposal having the lowest net present value ranked highest. The list will also include the Leasing Agent's comments regarding any other relevant factors that may be taken into account when recommending an awardee.

d. After preparation of the above referenced list, the State may elect to conduct site visits of the proposed properties on such list. Dates and times of any site visits will be coordinated by the Leasing Agent through the appropriate Proposer representative. Site visits are intended to be informative but not exhaustive, and are intended to inform the final evaluation and recommendation by the Leasing Agent. During the site visit, the State may confirm the information provided in the proposal, and will generally observe the proposed property's suitability for State tenancy.

4.1.3. **Best and Final Period.** It is the State's desire to obtain the Proposer's best economic proposal in the *initial* proposal. 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. However, the State may elect to request Best and Final terms. During this Best and Final Period, the Leasing Agent will, through communications with each Proposer, obtain a written best and final response. The Leasing Agent will provide detailed instructions regarding the submission of Best and Final terms. During communications, the Leasing Agent may disclose certain information about each proposal to other Proposers. This disclosure will not contain any identifying information and will be limited to material proposed terms. Each Proposer participating in this Best and Final Period shall be responsible for providing any information that results in submission of what the Proposer considers its best proposal to the Leasing Agent.

4.1.4. **Final Evaluation and Recommendation:** If a Best and Final Period is conducted, the Leasing Agent will evaluate the final proposals received and rank them based on lowest net present value. If no Best and Final Period is conducted, the Leasing Agent will utilize the ranked list created in the Initial Evaluation. Based on the applicable ranked list, observations of the Leasing Agent based on the proposal and/or site visit, and other relevant factors, the Leasing Agent will recommend and forward to the Director of Leasing the proposal that offers the best overall fit for State tenancy.

In making a recommendation, the Leasing Agent may elect to take into account other relevant factors, including, but not limited to, property ownership/management, including references; building condition; deficiencies in Landlord Deliverables; site and vicinity; suitability for State tenancy; and any matters affecting the expenses to be incurred by the state as a result of the lease, such as costs associated with, but not limited to, delayed or accelerated occupancy, any costs associated with renovating in place, and costs to move the anticipated occupant. The recommended proposal *MAY NOT BE* the proposal that offers the lowest cost net present value during the Analysis Period.

4.1.5. **Review:** If the Leasing Agent recommends the lowest net present value proposal, the State will issue a Notice of Intent to Award. If the Leasing Agent recommends a proposal other than the lowest net present value proposal, the Director of Leasing and the Deputy Commissioner of STREAM will review the recommendation. If both the Director and Deputy Commissioner concur with the recommendation, the State will issue a Notice of Intent to Award.

4.2. Notice of Intent to Award

Upon completion of the Evaluation Process, the State will issue a Notice of Intent to Award to all Proposers. **The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the Proposer with recommended proposal or any other Proposer.**

4.3. Final Negotiations

After issuance of the Notice of Intent to Award, the State will then enter into discussions with the apparent awardee with the goal of finalizing a lease agreement. The final lease must be substantially the same as the RFP Attachment 5.2. Section D, Standard Form of Lease. The Proposer must sign the final lease agreement by the Lease Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed lease agreement by the deadline, the State may determine that the Proposer is non-responsive to this RFP and negotiate with the next best evaluated Proposer

4.4. 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 for 7 calendar days.

4.5. Lease Approval and Lease Payments

4.5.1. The final lease may be subject to approval of the Executive Sub-Committee of the State Building Commission in accordance with SBC Policy. This RFP and its selection processes do not obligate the State to anything 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.

4.5.2. No payment will be obligated or made until the relevant lease is approved as required by applicable statutes and rules of the State.

RFP Attachment 5.1.

PROPOSER LEGAL ENTITY NAME:	
PRINTED NAME AND TITLE:	
SIGNATURE and DATE:	

RFP # 15-01-919 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 5.2. Section B Mandatory Deliverables, Section A.B.1.). **The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer agrees that the response to this RFP constitutes an offer that may be accepted by the State. The Proposer will perform pursuant to the terms of the lease agreed to by the parties, if applicable, for the total lease term.
3. The Proposer will comply with:

   (a) the laws of the State of Tennessee(b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
4. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
5. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
6. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting lease.
7. The proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the proposal opening and thereafter in accordance with any lease entered into pursuant to the RFP.
8. I acknowledge that Jones Lang LaSalle ("Broker") shall have the right to collect a lease commission from the landlord entering into a lease with the State pursuant to this RFP; provided no such lease commission shall exceed four percent (4%) of the total rents to be paid or received by such landlord from the date of a fully executed and approved lease for the term of a new lease. Any such commission shall be subject to the terms of a separate agreement between the landlord and Broker.

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

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

RFP Attachment 5.2.

PROPOSER LEGAL ENTITY NAME:	
PROPOSED LOCATION ADDRESS:	

SECTION A - SCOPE OF LEASE

Please ensure that any Alternate Proposals are noted in the column on the right. An Alternate Proposal is any proposal that does not meet the below terms exactly. The State reserves the right to reject any Alternate Proposal at its sole discretion. Any Alternate Proposals on mandatory terms, as noted below, will not be accepted. Please fill out the far right column with a YES if an Alternate is proposed, or a NO if the proposal is in line with the State's desired terms. Include any additional information regarding the Alternate Proposals that the Proposer believes will assist the State in understanding what is being proposed.

SCOPE		**ALTERNATE (Y/N)**
LOCATION	Within Shelby County, Tennessee, and within the boundaries delineated in the map in Exhibit D, Project Specific Requirements. The map's boundaries are roughly defined as follows: • Hwy 177 to the East • Hwy 385, up to the South • I-240 up to Bartlett Blvd. to the West • St. Elmo Rd. to the North	
SPACE REQUIREMENT	The space requirement is 11,750 contiguous useable square feet. The State intends "contiguous" to mean space that is adjacent including floors below or above. Proposals outside of a 15% deviation (up or down) are considered Alternates and may be rejected. The State reserves the right to change agency occupants during the term of the lease.	
PARKING REQUIREMENT	Tenant will require, as a minimum, 71 dedicated parking spaces.	
TERM	MANDATORY: Tenant requires a five (5) year lease term.	**Alternates will not be accepted**
OCCUPANCY DATE	Tenant desires to occupy the premises on August 1, 2016.	
OPERATING EXPENSES	Tenant desires a full-service gross lease with no pass-through of operating expenses. The proposed base rent should include all operating expenses.	
BUILDOUT	Tenant desires a turn-key buildout in accordance with the specifications set forth in Exhibit D of the Lease. These specifications should be used to develop plans and estimate costs. The proposed rental rate should include the cost of the buildout; the State does not desire a Tenant improvement allowance.	
TERMS AND CONDITIONS	RFP Attachment 5.2. Section D, Standard Form of Lease, details the State's desired terms and conditions and substantially represents the lease that the successful Proposer must sign. Any redline of RFP Attachment 5.2. Section D will be considered an Alternate Proposal.	
TERMINATION	Tenant desires Termination for Convenience as detailed in Block 6 of the Lease.	

RFP Attachment 5.2.

SECTION A - SCOPE OF LEASE, continued

PROPOSER LEGAL ENTITY NAME:	
PROPOSED LOCATION ADDRESS:	

PROJECT SPECIFIC REQUIREMENTS	See Exhibit D, Project Specific Requirements.	

RFP Attachment 5.2.

SECTION B - MANDATORY DELIVERABLES

The Proposer must address all items detailed below and provide 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 Deliverables are addressed as required and mark each with pass or fail. For each item that is not addressed as required, a determination will be made in accordance with RFP Section 4.1.1. In addition to the Mandatory Deliverables, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:	
PROPOSED LOCATION ADDRESS:	

Proposal Page # TO BE COMPLETED BY PROPOSER	**Item Ref.**	**Section B — Mandatory Deliverables**	**Pass/Fail (State Use ONLY)**
	B.1.	**Statement of Certifications and Assurances:** Provide the Proposal Statement of Certifications and Assurances (See RFP Attachment 5.1.) 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.	
	B.2.	**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.	
	B.3.	**Financial Interest Parties:** As required by T.C.A.12-2-114, provide the names, address, and telephone number of any and all persons financially interested in the lease.	
	B.4.	Provide drawings of the proposed premises that show dimensions of the usable area (ex. PDF, CADD).	
	B.5.	Completed and signed RFP Attachments 5.1. and 5.2.	
	B.6.	Provide the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.	
	B.7.	Describe the Proposer's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).	
	B.8.	The response must be delivered to the State no later than the Proposal Deadline specified in RFP Section 2, Schedule of Events.	

RFP Attachment 5.2.

SECTION C - PROPOSAL DETAILS

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 response page number for each item in the appropriate space below.

PROPOSER LEGAL ENTITY NAME:	
PROPOSED LOCATION ADDRESS:	

Proposal Page # TO BE COMPLETED BY PROPOSER	**Item Ref.**	**Section C — Proposal Details**
Property Ownership/Management		
	C.1.	Provide name of property management firm.
	C.2.	Provide name of owner.
	C.3.	Provide information on the Proposer's source of funds for the buildout of the Premises and all other costs related to this Lease.
	C.4.	Please provide contact information of at least 2 present Tenants that are currently occupying buildings owned or operated by the Proposer. If the Proposer has no current Tenants, please provide contact information of 2 past Tenants. The State may contact these individuals.
Building and Site		
	C.5.	Provide the Usable and Rentable square footage of the premises.
	C.6.	Provide a map or aerial showing the proposed location.
	C.7.	Provide site plan that details footprint of building, parking, and ingress/egress.
	C.8.	Provide building photos of the main entrance, elevations, and any other photos of access including pedestrian and vehicle ingress and egress.
	C.9.	Provide building photos that give the State an understanding of the current space and its relevant attributes.
	C.10.	Provide: • Number of parking spaces designated solely to Tenant • Ratio of parking spaces, offered as a part of this lease, expressed as number of parking space per 1,000 usf leased
	C.11.	Provide: • Brief description of the surrounding area and the appeal of the location of the property to the needs of Tenant. • Proximity (distance) of the proposed location to public transportation • Types of public transportation available

PROPOSER LEGAL ENTITY NAME:	
PROPOSED LOCATION ADDRESS:	

Proposal Page # TO BE COMPLETED BY PROPOSER	**Item Ref.**	**Section C — Proposal Details**
	C.12.	Describe any amenities available to Tenant within the Building. Please specify if there are any costs associated with such amenities.
	C.13.	Describe "in place" security and safety features for the Building; including lighting, building security systems, security personnel, parking lighting, pedestrian access, etc.
Suitability / Space Planning		
	C.14.	If the property will be a multi-Tenant facility, please provide a list of current or planned Tenants.
	C.15.	Provide any information that may serve to differentiate the Proposal from other proposals in suitability for the Agency. Include all unique qualifications the Proposer believes are especially relevant to the scope of work contemplated herein.
	C.16.	Describe the expansion opportunities available in the building – paying particular attention to Tenant's ability to receive a "right of first refusal" and/or "expansion options".

PROPOSER LEGAL ENTITY NAME:	
PROPOSED LOCATION ADDRESS:	

Proposal Page # TO BE COMPLETED BY PROPOSER	**Item Ref.**	**Section C — Proposal Details**
Economics		
	C.17.	**<u>Rental Rate</u>:** Please use the table below to propose the rental rate(s). The State desires to have a full service gross rental rate with no pass through of operating expenses (including any pass through of increases in 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. **Please include any concessions in the table and clearly detail those concessions in supporting documentation**. Complete the table below to indicate the rental rate the Proposer is willing to offer the State, which includes the following: (1) 5 year term (2) A "Turnkey Buildout", with no cap, that will cause the premises to be constructed to specifications listed in Exhibit D of the Standard Form of the Lease (RFP Attachment 5.2. Section D) **Five Year Term** Year 1 $ Rate/RSF Year 2 $ Rate/RSF Year 3 $ Rate/RSF Year 4 $ Rate/RSF Year 5 $ Rate/RSF

PROPOSER LEGAL ENTITY NAME:	
PROPOSED LOCATION ADDRESS:	

Proposal Page # TO BE COMPLETED BY PROPOSER	**Item Ref.**	**Section C — Proposal Details**
	C.18.	Tenant's preference is for the rental rate to be "full-service gross" with no pass through of operating expenses. However the Proposer will still need to identify the following line items listed below (if applicable):

Item	**Amount per RSF year (actual)**	**Amount per RSF year (actual)**	**Amount per RSF year (estimate)**
Real Estate Taxes			
Insurance			
Utilities			
Janitorial			
Management Fee			
Other OpEx			
Total Operating Expenses (or CAM)			

	C.19.	Tenant's desired occupancy date is August 1, 2016. Provide the date on which you will be able to deliver a substantially complete Premises for Tenant's immediate occupancy. **NOTE: The State recognizes that the time available to meet the desired occupancy date may restrict some interested parties' ability to submit a proposal. Interested parties may, but are not required to, propose an alternative substantial completion date.**

RFP Attachment 5.2. — Section D

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

LE NO.

NOTE: No hand written or interlineated changes to this Lease will override the printed text of this Lease.

State is Tenant

This lease document is not effective or binding unless approved in accordance with all applicable laws.

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. Rentable Square Feet: _____

5. Term of Lease: Five (5) year(s) and Zero (0)_ month(s)

Commencement Date shall be thirty (30) days after Substantial Completion, as evidenced by a Certificate of Occupancy and the Architect's Certificate of Substantial Completion.

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
	$	$	$

8. Utilities & Services:

☒ (Full Service) All utilities, services, and supplies are included in the Monthly Rental Installments.
☐ (Modified Gross) The following utilities, services, and supplies are not included in the Monthly Rental Installments:

9. Improvements (check any that apply):

☐ A. Existing Space (New Tenant or Renewal)
☐ B. Landlord to build out space pursuant to Exhibit __

10. Attached hereto and incorporated herein for all purposes are the following additional exhibits:
Exhibit A – Lease Standard Terms and Conditions;
Exhibit B – Floor Plan;
Exhibit C – Commencement Date;
Exhibit D – Landlord Deliverables

LANDLORD:	TENANT: STATE OF TENNESSEE
By: _____	By: _____
Name: _____	Richard H. Roberts, Commissioner of Department of Revenue
Title: _____	By: _____

	Robert E. Oglesby, Commissioner of Department of General Services By: _____ Herbert H. Slatery III, Attorney General & Reporter (For Form and Legality)

(Notary Acknowledgements Attached)

LANDLORD NOTARY

STATE OF TENNESSEE
COUNTY OF _____

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

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

_____
NOTARY PUBLIC
My Commission Expires: _____

[seal]

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 within 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, on this the _____ day _____, 201__.

_____
Notary Public

My Commission Expires:

_____

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
State is Tenant

***NOTE**: No hand written or interlineated changes to this Lease will override the printed text of this lease.*

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.

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:
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. These utilities, if provided by Landlord, must be provided on a 24 hours per day, 7 days a week basis. 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%.

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 monthly replacement of electrical light bulbs, fluorescent tubes, ballasts and starters. 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

Landlord shall, at Landlord's expense, provide janitorial services and janitorial supplies, including break room supplies, 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 and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; replace light bulbs, tubes, ballasts and starters if necessary; and stock supplies.
ii. Weekly: Mop all floors and dust all Venetian blinds; and vacuum carpets, if any.
iii. Quarterly: Strip and wax all floors, if not carpeted.
iv. Semi-Annually: Wash all windows, venetian 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. 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.

5. 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 7* hereof. Notwithstanding the foregoing, all terms and conditions of the Lease are made subject to the continued appropriations by the appropriate Legislative Body.

6. 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.

7. 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 future rent payments 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.

8. 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.

9. 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. Acknowledging the privacy protection responsibilities of Tenant, the Parties agree that entry into the Leased Premises by Landlord or its agents without prior permission from Tenant after business hours or without lawful emergency justification can be considered trespass and treated as such by Tenant. 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 Request for Lease Proposal from which this lease originated and the Landlord's response to the Request for Lease Proposal (collectively, the "Proposal Package") is hereby incorporated in the Lease; provided, however, that in the event of any conflict between the Proposal Package and the Lease, the Lease shall control.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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. Tenant reserves the right, at any time during the Term, to require Landlord to make additional reasonable accommodations to comply with the Americans with Disabilities Act. These accommodations may include, but are not limited to, modifications to the exterior or interior of the building, any ingress and egress points to the building or property on which the building stands, or any portion of the property that may serve to limit accessibility to disabled persons. Landlord shall provide all life safety equipment, including but not limited to, fire extinguishers and smoke alarms, in compliance with applicable municipal building codes.

16. 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.

17. 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 five (5) 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.

18. SPACE AUDIT. Landlord certifies that the rentable square feet set forth in the Lease is accurate to the best of its knowledge. Within thirty (30) days of the Commencement Date, 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.

19. 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.

20. TENANT BUILDOUT. No later than 60 days after the Date of this Lease, Tenant shall provide test fits for the build out of the space to State's specifications set forth on Exhibit D of the Lease. No later than 120 days after the Date of this Lease, Landlord shall provide construction drawings for the build out of the space to State's specifications set forth in Exhibit D of the Lease (the "Build Out Plans"). The Tenant shall have a reasonable amount of time to review and approve the Build Out Plans. The approval of Build Out Plans shall be given at the Tenant's sole discretion, but shall not be unreasonably withheld. Upon the State's approval of the Build Out Plans, Landlord shall cause the Premises to be put in the condition set forth in the Build Out Plans and in accordance with Exhibit D of the Lease. The Tenant may provide its own project manager. This project manager shall be afforded complete access to the process and Premises prior to and during the Tenant build out. Landlord agrees that the Premises will be substantially completed and ready for occupancy on _____ (the "Occupancy Date"). In the event that the Premises are not substantially complete and the Certificate of Occupancy has not been received by the Landlord by the Occupancy Date, then Tenant shall be entitled to receive full and agreed upon liquidated damages that equal one day of free rent for each day of delay beyond the Occupancy Date. Landlord and Tenant agree that said liquidated damages are reasonable under circumstances existing as of the date hereof, including, without limitation, the range of harm to Tenant that is reasonably foreseeable and the anticipation that proof of State's actual damages would be costly, impractical, and inconvenient. In the event that the Premises are not substantially complete and the Certificate of Occupancy has not been received by the Landlord within 60 days of the Occupancy Date, the Tenant shall have the right to terminate the Lease, in its entirety and without notice.

21. COMMENCEMENT OF TERM. The Term of the Lease shall commence thirty (30) days after substantial completion of the Tenant build out and receipt of a Certificate of Occupancy issued by the authority having jurisdiction. The commencement of Term shall be memorialized by mutual execution of Exhibit C of the Lease.

22. RIGHT OF FIRST OFFER. Tenant shall have a continuous, ongoing and irrevocable right of first offer on all space in the Building that is available or that may come available during the term of the Lease. For any space leased in accordance with the right of first offer during term of the Lease, the base rental rate and the parking, rental abatement, and other Tenant inducements to be provided by Landlord shall be the same as provided for the initial Premises. If Tenant shall exercise this right of first offer, all terms and conditions shall be identical to those in the Lease

EXHIBIT B
FLOOR PLAN

See attached

EXHIBIT C
COMMENCEMENT DATE AGREEMENT

RE: Lease dated as of _____, by and between _____, as Landlord, and the State of Tennessee, as Tenant.

Dear Sirs:

In accordance with the terms of the above captioned Lease, the ____ Year Term will commence on the date that is thirty (30) days after substantial completion of the Tenant Improvements and a certificate of occupancy for the Leased Premises is issued. Please be advised as follows:

1. The Commencement Date of the Lease Term is the _____day of _____, 201__, and the Expiration Date of the Lease Term is the ____ day of _____, _____, subject however to the terms and provisions of the Lease.

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

3. The Leased Premises contain _____ Useable Square Feet and _____ Rentable Square Feet calculated in accordance with Section 19 of Exhibit A to the Lease. If applicable, the Parties shall promptly enter into an Amendment to the Lease reflecting revised Square Footage, Annual Rent, and Monthly Rental Installments

LANDLORD

_____

By:_____

Title:_____

ACKNOWLEDGED AND AGREED:

State of Tennessee

By:_____

Title:_____

EXHIBIT D
LANDLORD DELIVERABLES

PROJECT SPECIFIC REQUIREMENTS

Geographic Boundary: The proposed location should be within the following delineated area:

Space Needs Analysis:

Type	Standard	Description	Wall	Area	Count
P	02550	Tax Information Asst.	O	51	1
P	38646	Rev. Regulatory Agent	O	51	1
In office 0% to 24% of time.					
P	38650	Rev. Regulatory Officer	O	51	1
In office 0% to 24% of time.					
P	38652	Rev. Special Agent 2	O	51	5
P	38653	Rev. Special Agent 3	O	51	1
P	38654	Rev. Spec. Agt. Supv.	H	144	1
P	73162	Admin. Services Asstn.	O	51	1
P	75211	Tax Audit Associate	O	51	4
In office 50% to 74% of time.					
P	75554	IRRS 5	O	51	1
ITR. In office 25% to 49% of time.					
P	75812	Tax Auditor 2	O	51	8
In office 50% to 74% of time.					
P	75813	Tax Auditor 3	O	51	7
In office 50% to 74% of time.					
P	75814	Tax Auditor 4	O	51	1
P	75814	Tax Auditor 4	O	51	4
In office 50% to 74% of time.					
P	75814	Tax Auditor 4	H	144	1
P	75815	Tax Audit Supervisor	O	51	2
P	75816	Rev. Audit Tech.	O	51	3
P	75819	Taxpayer Serv. Rep. 1	O	51	1
P	75822	Taxpayer Serv. Supv. 1	O	51	1
P	75833	Tax Audit Manager 3	H	144	1
P	75837	Taxpayer Services Rep.2	O	51	1
P	75838	Taxpayer Services Rep.3	O	51	2
P	75840	Rev. Enforcement Ofc. 3	O	51	2
P	75841	Rev. Enforcement Ofc.1	O	51	7
P	75842	Rev. Enforcement Ofc. 2	O	51	10
P	75844	Rev. Enforcement Supv.	O	51	2
P	75845	Rev. Enforcement Mgr.	H	144	1
In office 50% to 74% of time.					
S	BR	Break Room	H	270	1
With base and wall cabinets, countertop with sink. Lessor to provide a minimum of 6 - 120V/ 20 amp. dedicated circuits with isolated neutrals for agency supplied 2 - coffee makers, 2 - microwaves, 2 - refrigerators and possible vending machines.					
S	CFA	Central File Areas	O	634	1
Includes space for 37 - Lateral File Cabinets and 3 - Single Face Open Shelving Units. Areas will be located close to each division who will use them.					
S	CMA	Copy Machine Area	O	50	2
Each machine will require a 120V/ 20 amp. dedicated circuiit with isolated neutral.					
S	CR	Consultation Room	HA	160	1
Seating for 9. Used by Special Investigations, Tax Enforcement and Field Audit.					
S	CR	Conference Room	HA	325	1
Seating for 20.					
S	CR1	Conference Room 1	H	150	1
Seating for 8. Used by Special Investigations.					
S	CR2	Conference Room 2	H	175	1
Seating for 10. Used by Tax Enforcement.					
S	CR3	Conference Room 3	H	105	1
Seating for 6. Used by Taxpayer Services.					
S	EFK	E-Filing Kiosh	O	15	2
Located in waiting area. Client computer work stations.					
S	FR1	File Room 1	H	140	1
Used by Special Investigations. Space includes 6 - Single Faced Open Shelving Units and 2 - Double Faced Open Shelving Units.					
S	FR2	File Room 2	H	116	1
Used by For Tax Enforcement. Includes space for 6 - Single Faced Open Shelving Units and 2 - Storage Cabinets.					
S	FR3	File Room 3	H	224	1
Used by Taxpayer Services. Includes space for 8 - Double Faced Open Shelving Units.					
S	FR4	File Room 4	H	100	1
Used by Field Audit. Includes space for 5 - Single Faced Open Shelving Units and 1 - Double Faced Open Shelving Unit.					
S	MA	Mail Area	O	80	1
S	MFP	Multi-Function Printer	O	12	4
S	PA	Printer Area	O	6	4
For shared network printers.					
S	SB	Shredder Bins	O	6	6
S	TC	Telecom. Closet	H	80	1

For telephone and computer equipment. Room must be temperature controlled.

S	WA	Waiting Area	O	560	1

Seating for 28. With access to one - unisex client restroom. Client and Staff restrooms will be separate and will not share the same plumbing wall.

Comment:

Divisions at this location are: Audit, Tax Enforcement, Special Investigations, Taxpayer Services and Information Technology.

Major Circulation:	30%	**2,710**
Total Area Needed:		**9,033**
GRAND TOTAL:		**11,743** MIN. USABLE

SNA Number: 34701-79-01

Other Project Specific Requirements:

The location may be in a multi-story building, but the proposed space *must* be on the ground floor, to allow for easier client access, as well as easier access for vans delivering evidence files.

The Agency requires bulletproof glass at the reception desk.

BASE BUILDING DELIVERABLES

1. **General**
   a. The Premises, including all common areas and points of ingress and egress, shall be designed and maintained to meet all applicable code requirements for commercial office building construction, including the requirements of the Americans with Disabilities Act.
   b. The Premises shall have a current occupancy permit issued by the local jurisdiction at the time of Tenant's occupancy.
2. **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.
3. **Structure**
   a. Space above ceilings must allow sufficient clearance for ease of installation of Tenants mechanical and electrical equipment, including but not limited to distribution ductwork, HVAC boxes, lighting and conduit.
   b. The building foundation and below-grade spaces shall be protected with a properly installed foundation drainage and waterproofing system.
4. **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.
5. **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. 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.
6. **Common Walls.**
   a. Common walls 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.
   b. Common walls shall include entry and exit doors from common areas furnished and installed by Landlord. Doors and hardware shall be building standard or better.
7. **Electrical.**
   a. Landlord shall provide a minimum of 7 watts per square foot for lighting and power.
   b. Landlord shall install 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. Landlord 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.

8. **Communications.**
   a. Landlord shall bring data/telephone service, as provided by the local data/telephone operating company, to the building Main Telephone Room.
9. **Lighting.**
   a. Landlord shall furnish and install lights in all common areas.
   b. Base building shall include a lighting level of at least 20 foot-candles at foot level in corridors providing ingress and egress to the Premises. Base building shall include a lighting level of at least 10 foot-candles or minimum levels to insure safety in other interior areas.
   c. 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.
10. **Plumbing.**
   a. Plumbing tie-ins shall be provided for State's use for break room or other functions required by Tenant's program.
11. **HVAC.**
   a. Base building common areas shall include Building Standard heating, ventilation, and air conditioning systems in accordance compliance with current ASHRAE standards.
   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. All HVAC systems shall be in good working order and repair.
12. **Building Directory.**
   a. Landlord shall provide a directory in the lobby of the building.
   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).
13. **Keys.**
   a. Landlord shall supply Tenant with five (5) 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.
14. **Access Control.**
   a. Landlord shall provide new locks on all exterior doors and doors into common areas.
   b. 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.

INTERIOR BUILDOUT SPECIFICATIONS

1. **Ceiling**
   a. Existing ceiling tile and grid shall remain if these materials meet the Minimum Qualification Specification (Section E below) and are in acceptable condition. Patch and repair grid as needed to accommodate demolition of walls. Replace any damaged or discolored tiles to match existing.
   b. 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.
   c. Provide 15'-20' whip at all above-ceiling junction boxes for power pole connections.
   d. Minimum ceiling heights shall be a minimum of 8 feet and be proportionate to the open area floor plate size.
   e. Acoustical Panel Ceiling Minimum Qualification Specifications:
   f. General Ceiling
      i. Acoustical Panel Standard: Comply with ASTM E 1264.
      ii. Metal Suspension System Standard: Comply with ASTM C 635.
      iii. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," Comply with seismic design requirements.
   g. Acoustical Panels
      i. Color: White.
      ii. LR: Minimum of 0.83.
      iii. NRC: Minimum of 0.60, Type E-400 mounting according to ASTM E 795.
      iv. CAC: Minimum of 33.
      v. Modular Size: 24 by 24 inches (610 by 610 mm) or 24 by 48 inches (610 by 1220 mm).
   h. Metal Suspension System
      i. Provide a suspension system that is compatible with the approved panel product.
2. **Electrical and Communication**
   a. Provide and install conduit, conductors, pull wires, boxes, cover plates, devices, etc., for all outlets as required by Tenant program. All devices shall be a consistent color.
   b. 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.
   c. Provide 1 voice/data per standard workstation.
   d. Provide 2 duplex power outlets and 1 voice/data per standard office.
   e. Provide 2 duplex power outlets and 1 voice/data per enclave.
   f. At minimum, all enclosed rooms (such as storage and file rooms) to have (2) convenience duplex power outlets.
   g. Lighting and controls shall be properly zoned. Separate light switches for hardwall spaces shall be provided.

3. **Partitions**
   a. Paint all existing perimeter sill walls and core walls throughout space an eggshell or satin paint finish.
   b. 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.
   c. Partitions around all new conference rooms, training rooms, break rooms, meeting rooms, and restrooms, shall extend to the deck. 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.
   d. Connections from partition to mullion will require an acoustically sealed connection.
   e. Finish partitions completely to floor.
4. **Glazing**
   a. All office, enclave, break room, and conference room front walls shall have a 3'-0" wide sidelite with ¼" clear tempered glass in 2" welded hollow metal frame with a solid core door (match building standard), and 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.
5. **Doors and Frames**
   a. Interior doors shall match building standard height and finish; at a minimum, all doors shall be solid core, 7'-0" in height.
   b. Interior door frames shall be 2" welded hollow metal steel, painted.
   c. 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).
   d. Provide heavy duty cylindrical hardware within suite and heavy duty mortised lockset at suite entry doors.
   e. Provide locksets on the following doors: offices, enclaves, communication rooms, utility rooms, storage/file rooms, network rooms.
   f. 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.
6. **Finishes**
   a. Reuse doors, frames, hardware, ceiling tile and grid and lights if approved by the State.
   b. 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.
   c. Carpet must meet the following minimum qualification specifications:
      i. 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.
      ii. 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.
      iii. Pile Characteristic: Level-loop, Cut-and-loop pile, Shear-and-loop pile.
      iv. Density: Minimum rating of 5,000 or higher.
      v. Stitches: Minimum of 9 stitches per inch.
      vi. Gage: 1/12 inch minimum.
      vii. Surface Pile Weight: Minimum 20 oz. per square yard.
      viii. Dye System: Minimum of 50% solution dyed or yarn dyed (Type 6, Type 6,6 or proven equal).
      ix. Backing System: Provide applicable backing system based on carpet type/brand selected.
      x. Size: 24 by 24 inches (610 by 610 mm) or larger.
      xi. Applied Soil-Resistance Treatment: Duratech, Protech, or equal (specify with proposal).
      xii. Antimicrobial Treatment: Manufacturer's standard material according to AATCC174.
   d. Provide VCT (Vinyl Composition Tile) in network closets and break rooms.
   e. Provide 4" coved rubber base in areas specified to receive new flooring. All base shall be continuous roll base (not 4' segments).
   f. All walls to have one prime coat and 2 finish coats of eggshell or satin finish. Door and window frames shall have semi-gloss finish. Drywall ceilings shall have flat finish.
   g. 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.
7. **Break Rooms**
   a. Finishes: VCT floor tile in a floor pattern using 3 different colors, plastic laminate base and wall cabinets.
   b. Provide double bowl, under mount stainless steel sink with hot/cold water.
   c. Provide dedicated outlets for refrigerators, microwaves, and (2) coffee makers per program requirements. Provide (3) standard wall duplex outlets at 42" AFF in kitchen area. Provide (2) additional wall outlets at other walls for convenience purposes.
8. **Copy Rooms / Areas**
   a. Finishes: VCT flooring, plastic laminate base and wall cabinets, plastic laminate countertop. Cabinetry shall be sufficient to meet the needs of the Tenant at its sole discretion.
   b. Provide (2) wall duplex outlets (one circuit) and (2) voice/data outlets at 42" AFF in work area.
9. **Telecom Rooms**

a. Finishes: VCT flooring, 4” rubber base.
b. Walls shall extend to deck; no lay-in ceiling.
c. 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.
d. 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.
e. Each telecom room should be a minimum of 8’ x 10’ in size, with one room per 15,000 square feet of usable space. Telecom rooms shall align vertically if in a multiple-floor facility.
f. 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.
g. Provide at least (2) dedicated quad outlets, 110 volt, 20 amp circuits, in addition to the normal service outlets.
h. 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.
i. Telecom rooms do not include space for building/energy automation/management, life safety controls, or security, audio, or CC/CATV systems.

10. Conference Rooms

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

11. Restrooms

a. All restrooms shall be equipped with liquid soap dispensers and mirrors, and either paper towel dispensers or hand blow dryers.
b. Provide a floor drain in each restroom.

12. Janitor Closet

a. Finishes: VCT flooring, 4” rubber base.
b. Provide storage for equipment, materials, and supplies, in a minimum 25 sf room.
c. Provide service sink with hot and cold water and a floor drain.

13. Building Interior

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

14. Building Exterior

a. Provide exterior canopies at all building entrances and exits, as well as a vestibule/airlock at all public entrances.
b. Provide exterior signage and dumpster access.
c. Hard-surface exterior walkways shall be provided to connect all building entrances and exits to on-site parking lots or other hard-surfaced areas.

RFP Attachment 5.3. 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