STATE OF TENNESSEE
Department of Finance and Administration

REQUEST FOR PROPOSALS

OFFICE SPACE
LEASE PROPOSAL PACKAGE
Transaction Number: 1003906-LW79

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Issue Date: June 2010

STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
REAL PROPERTY ADMINISTRATION
WILLIAM R. SNODGRASS TENNESSEE TOWER
22ND FLOOR, 312 ROSA L. PARKS AVENUE
NASHVILLE, TENNESSEE 37243-1102
(615) 741-2315
FAX (615) 253-5671

DAVE GOETZ
COMMISSIONER

ROBERT S. KING
DIRECTOR

TO ALL PROPOSERS

In accordance with Tennessee Code Annotated 12-2-114, the State of Tennessee is seeking proposals for lease space in Memphis, Tennessee, for the Department of Labor & Workforce Development**.**

Special attention should be paid to Document 5.03 paragraphs #7 (Utility Costs), #8 (Janitorial Services), and #13 (Automatic Deposits). The State prefers to provide its own janitorial services (except in multi-tenant buildings). If the utilities are *not* included in the proposed base rental, an *exception* must be made in Paragraph 4.b of the Lease Proposal Quotation Form.

Please note that the proposed space must conform to the Summary of Lease Requirements contained in the proposal package or an exception must be made in Paragraph 4(b) in the Lease Proposal Quotation Form

Proposers should complete all pages of the Lease Proposal Quotation Form and return the original along with required proposal security deposit, floor plans, photos, and all other required attachments. Proposals must be received before **2:00 PM, Central Time, July 28, 2010**. Proposals received by Real Property Administration after the proposal opening date and time will not be considered. Proposals will be publicly opened at 312 Rosa L. Parks Avenue, William R. Snodgrass, Tennessee Tower, **Conference Center North**, **The Robertson Room** on the 3rd Floor.

Attached is Proposal Package No.1003906-LW79. If you have any questions, please feel free to contact me at 615/741-7470.

Sincerely,

Angie Lotspiech
Real Property Administration

Enclosure

STATE OF TENNESSEE
Department of Finance and Administration
Division of Real Property Administration

INVITATION FOR LEASE PROPOSALS
NO. 1003906-LW79

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

Proposals will be received at:

Real Property Administration
William R. Snodgrass Tennessee Tower
22nd Floor - 312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

until **2:00 PM on July 28, 2010** at which time and place all proposals received will be publicly opened at 312 Rosa L. Parks Avenue in the Conference Center North, **The Robertson Room on the 3rd Floor**. Proposals received by Real Property Administration after the proposal opening date and time will not be considered.

The requirements of the desired lease are as follows:

1. LOCATION: Within County and within the following area:
   Within the city limits of Memphis, TN and within the following boundaries: North by I-240; East by Bill Morris Parkway (Highway 385); South by Holmes Road, West by Lamar Avenue

2. AMOUNT OF NET USABLE SPACE:
   (See Documents 5.06 *Instructions for Submission of Proposals, Paragraph 3*)
   No less than 8,300 and no more than 9,200 square feet of contiguous net usable office and related space to be located on one level – ground floor with free paved parking. Space must be directly located on a bus line

3. TERM: **Five (5) or Ten (10) Years**

4. PREFERRED SPACE ARRANGEMENT:
   Hardwall and open office. See Document 4 - "Summary of Lease Requirement Sheet." You may also preview specific requirements at: http://tennessee.gov/finance/rpa/leaseProposals.html by clicking on "Request for Lease Proposals" and referencing the proposal number above.
   (See Document 5.05 *Criteria for Evaluation of Proposals, Paragraph 3*)

5. PARKING: 75

   A minimum of **75** available paved and striped parking spaces.
   (See Document5.04 *Standard Specifications for Office space, Paragraph 17*)

6. OTHER REQUIREMENTS: **Personnel: 26**

This *Invitation*, along with the attached *Letter to All Proposers, Summary of Lease Requirements, Letter to Current Lessor (if Applicable) and Information for Proposers constitute the Proposal Package* and all proposals shall be submitted in accordance with all requirements of the Proposal Package to insure that the Lease Proposal can be adequately evaluated. The State reserves the right to waive any informalities or to reject any or all Lease Proposals.

ADVERTISEMENT

NO. 1003906-LW79

THE STATE OF TENNESSEE DESIRES TO

LEASE SPACE IN COUNTY

LOCATION: Within the city limits of Memphis, TN and within the following boundaries: North by I-240; East by Bill Morris Parkway (Highway 385); South by Holmes Road, West by Lamar Avenue

AMOUNT: No less than 8,300 and no more than 9,200 square feet of contiguous net usable office and related space to be located on one level – ground floor with free paved parking. Space must be directly located on a bus line.

TERM: Five (5) or Ten (10) Years

PROPOSAL OPENING: Proposals will be opened on **July 28, 2010 at 2:00 PM**, Central Time in the **Conference Center North, The Robertson Room.**

OWNERS & AGENTS: Proposals received by Real Property Administration after the proposal opening date and time will not be considered. If you desire to submit a proposal for consideration, please contact this office for specific proposal information by **July 21, 2010**. Representatives of Real Property Administration will evaluate conforming proposals after the opening.

You may also preview specific requirements at:
http://tennessee.gov/finance/rpa/leaseProposals.shtml
by clicking on "Request for Lease Proposals" and referencing the proposal number above.

CONTACT: Angie Lotspiech
Real Property Administration
William R. Snodgrass Tennessee Tower
22nd Floor, 312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1102
Phone: 615/741-7470

"Very Important Instructions"

To All Proposers;

All proposals submitted to "RPA" as a Sealed Bid, **MUST** be enclosed within a 9" x 12" envelope as pictured below. Also, please complete the exterior of the proposal envelope per the instructions and as illustrated in the example below.

Information needed on the face of the "**Sealed Proposal Envelope**":

#1- The Complete Proposal Number. (1003906-LW79)
#2- The Opening Date: (July 28, 2010)
#3- The Opening time: (2 PM – Central Time)
#4- The Remitter of Proposal: (Full Name, Address, City, State & Zip)

DOCUMENT 4
Summary of Lease Requirements

Department of Labor and Workforce Development

1. **Location of Property**
   Within the city limits of Memphis, Tennessee, and within the following boundaries: North by I-240; East by Bill Morris Parkway (Highway 385); South by Holmes Road; West by Lamar Avenue

2. **Type of Space**
   Contiguous, ground-floor office and related space for a total of **26** personnel.

3. **Usable Square Feet**
   (For definition refer to *Instructions for Submission of Proposals*, Paragraph 3)
   Between **8,300** sq. ft. and **9,200** sq. ft. of ***usable*** space, not including restrooms, mechanical rooms, janitor closets, telecom closets, or vestibules.

4. **Lease Options**
   a. Five (5) year term or Ten (10) year term
   b. Proposers may include a purchase option, but are not required to do so.

5. **Open Office Staff Cubicles:** 23 (Cubicles provided by the State)
   Electrical supply to cubicles (Electrical provided by the Lessor) (see *Standard Specifications for Office Space*, Paragraph 4)

6. **Additional Rentable Space**
   (For definition refer to Instructions for Submission of Proposals, Paragraph 3)
   a. ADA compliant male and female employee restrooms
   b. ADA compliant male and female client restrooms
   c. Other building support space such as mechanical/electrical rooms, telecom closets, janitor closets, and entry vestibules.
   d. Estimated minimum ***rentable*** area **9,200** sq.ft.

7. **Parking**
   (See *Standard Specifications for Office Space*, Paragraph 17)
   Paved and striped free parking for a minimum of **75** vehicles

8. **Exterior Building Signage**
   (see *Standard Specifications for Office Space*, Paragraph 12)
   Lessor to provide signage either (a) at the road entrance or (b) on the building entrance, identifying the State of Tennessee and the Department of Labor and Workforce Development

9. ***Hard-Wall Rooms***

(Provided by the Lessor) (For definition refer to Criteria for Evaluation of Proposals, Paragraph 3)

ROOM	QTY.	USABLE SQ. FT.	NOTES
Office	3	120	
Break Room	1	180	With 8' base and wall cabinets, countertop with double bowl sink
Large Conference Room	1	415	Chair rails 31.5" on center above finished floor
File/Storage Room	1	304	Includes space for 12 lateral file cabinets and 8 single-faced open shelving units
Telecom Closet	1	—	80 *rentable* square feet; must be temperature-controlled (cooled) for computer and telephone equipment (see *Standard Terms & Conditions* Paragraph 6)
Small Conference Room	1	140	
Training Room	1	600	Training space for 20 people sitting at tables

Special Note: An open Waiting Area will need direct access to one men's multi-stall client restroom and one women's multi-stall client restroom. Minimum number of fixtures for men's client restroom is 2 urinals, 1 water closet and 2 lavatories. Minimum number of fixtures for women's client restroom is 3 water closets and 2 lavatories. Client and staff restrooms will be separate and will not share the same plumbing wall.

Summary of Lease Requirements

4.01 Special Conditions

1. **Sustainable Design**
   (To be incorporated in future Proposal Package solicitations)

2. **Proposal Evaluation Cost Estimates**
   (see Document 5.05 *Criteria for Evaluation of Proposals*, Paragraph 2)
   The State reserves the right, prior to issuing solicitations, to increase the *Special Conditions* evaluation costs for special and unique agency operations.

3. **Floor Covering**
   Ten (10) Year Lease Term

   a. New floor covering shall be provided if existing floor covering is not acceptable to the State. New floor covering in office areas shall be commercial grade carpet. Commercial grade vinyl composition tile floor covering is acceptable in entrance areas, break rooms, janitor closets, telecom closets, utility/mechanical rooms and restrooms. Rubber wall base with inside and outside corners shall be installed when new floor covering is provided.

   b. It will be the Lessor's responsibility immediately prior to the date of occupancy for all flooring to receive final new construction cleaning. Additionally all vinyl floor covering must be stripped, sealed, and waxed.

   c. **Carpet Tile Minimum Specifications**

      1) Certification that the carpet tile meets or exceeds qualifications for environmental standards of the Carpet and Rug Institute's Green Label Plus program.

      2) Three (3) sample binders with multiple color options of carpet are to be provided by the Proposer for selection by a RPA facilities planner. Each carpet sample is to have multiple fiber colors (speckle) that will better hide soiling. A single fiber color sample (solid color) is not acceptable.

      3) Primers and adhesives systems shall be a type recommended by carpet tile manufacturer and comply with the South Coast Air Quality Management District (SCAQMD) Rule #1168..

      4) Edge strips material and rubber wall base color and type shall be selected by Real Property Administration.

      5) 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**.

      6) Construction: Tufted

      7) Surface Texture: Textured or level loop pile

      8) Pile Density: Minimum rating of 5,000 or higher

      9) Gauge: 1/8 minimum

10) Dye System: Majority solution dyed, 50% or more

11) Stitch Rate: Minimum of 9 per inch or higher

12) Minimum Yarn Weight: 20 oz. per sq. yd. or higher

13) Size: 24” x 24” minimum or larger

14) Dry Soil Retardant: DuraTech and/ or ProTech or equal (specify with proposal)

15) Tile Backing: Desired backing to have pre-consumer/ post-consumer recycled content and to be recyclable non-PVC thermoplastic/ polyolefin composite or equal

d. **Vinyl Composition Tile Minimum Specifications**

1) Standard Tile Size: 12” x 12” x approx. 0.080 inch gauge

2) A required minimum of 12 standard color options for selection by Real Property Administration

3) Surface Profile: smooth

4) Pattern and color to extend throughout the full thickness of the tile

5) Where vinyl composition tile (VCT) is used, one field tile and multiple accent tiles will be standard.

6) Edge strip material and rubber wall base color and type shall be selected by the RPA facilities planner.

7) The adhesive and sealant systems are required to be approved by the VCT manufacturer. VOC emissions shall not exceed the stated emission criteria of the South Coast Air Quality Management District (SCAQMD) Rule #1168.

4. **Telephone Service and Information Technology**
(For use in regional offices or large leased spaces; verify project with OIR Cable Group)

a. In addition to Document 5.03 *Standard Terms and Conditions*, Paragraph 6, the telecommunications service entrance pathway to consist of two 103mm (4 in) conduit entrance originating from a location coordinated along the property easement/ boundary with the local telephone company service provider to the designated telephone/data room within the building

b. In addition to Document 5.04 *Standard Specifications for Office Space*, Paragraph 4, the telephone/data room shall have one additional 30-amp 220 volt dedicated circuit with isolated neutrals.

Summary of Lease Requirements

4.02 General Conditions

Please read and sign below for submitting with the *Lease Proposal Quotation Form*.

The following items from the Lease Proposal solicitation are of particular importance but are commonly misunderstood or omitted by proposers. These requirements have previously become an issue well into the implementation of a lease.

For your convenience **Tennessee Code Annotated Sections Referenced in this Document** are attached as Exhibit 2.

(CMR-1.) State buildings, **leased or owned**, cannot be constructed or occupied without prior approval from the **State Fire Marshal's Office** and a certificate from their inspectors. Local building officials cannot issue a permit or certificate of occupancy prior to the **State Fire Marshal's** approval and certificate of occupancy. For detailed information please refer to Document 5.03 *Standard Terms and Conditions*, Paragraph 4; Commerce & Insurance Rule 0780-2-3.02, Paragraph 1 and TCA 68-102-113, 68-102-113(a) and 68-120-101.

(CMR-2.) Existing property must be made code compliant by the proposer. No proposer, either currently leasing space to the State or proposing new space, is exempt from **State Fire Marshal** review. Please refer to Document 5.03 *Standard Terms and Conditions*, Paragraph 4.

(CMR-3.) All facilities, including existing property, must conform to the provisions of *Accessibility Act for Public Buildings*, TCA 68-120-201. The applicable handicapped code is the *Accessible and Usable Buildings and Facilities*, ANSI/ICC A117.1, or Volume 1-C, North Carolina State Building Code entitled *Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped*. The **State Fire Marshal's Office** is the enforcing authority for all State buildings, leased or owned. Please refer to Document 5.03 *Standard Terms and Conditions*, Paragraph 4.

(CMR-4.) The lessor is responsible for the installation and monthly cost of a Fire Marshal required telephone line connecting a fire alarm system to a fire department. Fire extinguishers will be provided and installed by the lessor according to fire codes. The lessor is responsible for the installation and monthly cost of a code required telephone line connecting an elevator to a 24/7 response service. Please refer to Document 5.03 *Standard Terms and Conditions*, Paragraph 4.

(CMR-5.) Any construction alterations and/or additions to existing space will require new stamped construction drawings (bearing the seal of a registered architect or registered engineer) for the *entire* existing space **by the proposer's registered architect and/or registered engineer** in accordance with Tennessee Code Annotated 62-2-107. Additionally, the **State Fire Marshal's Office** may require codes and/or Americans with Disabilities Act upgrades to the *entire* space (not just the space added to an existing building) in accordance with Tennessee Code Annotated 68-120-204. It is strongly suggested the proposer investigate these potential costs prior to submitting a lease proposal to RPA. Please refer to Document 5.03 *Standard Terms and Conditions*, Paragraph 4.

(CMR-6.) The fully executed lease will be in accordance with the terms and conditions stated in the lease proposal package (solicitation) and will be considered one document. The five documents of the proposal

package are part of the lease agreement and they outline the detailed requirements to be accomplished at the expense of the successful lessor. Please refer to Document 5.01 *Introduction* and Form-A *Lease Proposal Quotation*.

(CMR-7.) The State reserves the right to reject any or all requested *exceptions* to the solicitation during the evaluation and award phase. Please refer to Form-A *Lease Proposal Quotation.*

(CMR-8.) Real Property Administration is continually developing the Proposal Package, *usually with significant changes*, for the purpose of receiving more thoroughly prepared responses. **PLEASE READ ALL SECTIONS TO ENSURE A FULL UNDERSTANDING OF THESE CHANGES AND COSTS TO THE PROPOSER.** When preparing a solicitation response, the entire Proposal Package must be referenced for gathering comprehensive contractual costs and obligations. These obligations must also be conveyed to the successful proposer's design team for incorporating into the construction documents. Please refer to Document 5.01 *Introduction.*

I certify that I have read and understand the *Summary of Lease Requirements* including the Special Conditions and the General Conditions.

Signature of Proposer:_____Date:_____

Name of Company:_____

Proposal Package Number:_____

Please submit with the *Lease Proposal Quotation Form A.*

STATE OF TENNESSEE
Department of Finance and Administration

OFFICE SPACE
LEASE PROPOSAL PACKAGE

DOCUMENT 5
GENERAL INFORMATION FOR PROPOSERS

5.01 INTRODUCTION

1. The Lease Proposal Package (solicitation) consists of five documents: a *Letter to All Proposers,* an *Invitation for Lease Proposals,* a *Letter to Current Lessor (if applicable),* a *Summary of Lease Requirements,* and *General Information for Proposers.* The fully executed Lease shall be in accordance with the terms and conditions stated in the Lease Proposal Package and will be one document. The five documents of the *Proposal Package* are part of the Lease Agreement and they outline the detailed requirements to be accomplished at the expense of the successful Lessor.

2. All Proposals shall conform to the requirements of the *Lease Proposal Package* (solicitation). Requirements contained in the *General Information for Proposers* are also mandatory for new construction, and for additions and major renovations to existing buildings. In the case of existing property, the State reserves the right to make the determination of acceptability. **Existing property must be made code compliant by the Proposer.**

3. The purpose of the Proposal Package is to define the State's minimum requirements, solicit Proposals, and gain adequate information by which the State may evaluate the space offered by each Proposer. Real Property Administration is continually developing the Proposal Package, *usually with significant changes,* for the purpose of receiving more thoroughly prepared responses. **PLEASE READ ALL SECTIONS TO ENSURE A FULL UNDERSTANDING OF COSTS TO THE PROPOSER.** When preparing a solicitation response, the entire Proposal Package must be referenced for gathering comprehensive contractual costs and obligations. The objective of the State is to enter into a Lease Agreement with minimal tenant alterations and to spread all typical costs over the full term of the Lease. Interested parties with questions should contact the State of Tennessee Real Estate Specialist indicated for each specific invitation.

4. Document 4 *Summary of Lease Requirements* is included in the Proposal Package to assist in your Proposal preparation. You must read and sign this document and submit it with the *Lease Proposal Quotation Form.*

5.02 Sequence of Events and Checklist

The purpose of this document is for use when (1) preparing a response and (2) as a checklist for the successful Proposer's design team.

1. Solicitation: 3-4 weeks

a. Real Property Administration (RPA) advertises for agency Lease space
b. Deadline for requesting specific Proposal Information Package
c. Deadline for submitting a Proposal
d. RPA conducts public opening of Proposal(s)

2. Evaluation and Award: 4-6 weeks

a. RPA evaluates Proposal(s)
b. RPA real estate specialist and facilities planner will evaluate all exceptions to the solicitation and make a site visit if they deem necessary
c. State agency (tenant) approves Proposal recommended by RPA
d. If annual rent is over $40,000, or if Lease term is more than 5 years, Proposal recommended by RPA is presented to State Building Commission for approval
e. Upon selection of a satisfactory Lease Proposal and approval of the State Building Commission, all security deposits will be returned except that of the successful Proposer.
f. Lease Agreement sent to successful Proposer (Lessor) for signature

3. Lease Execution: 4-6 weeks

a. Upon receipt of signed Lease Agreement from the Lessor, RPA assigns a facilities planner to manage architectural and tenant development services by the Lessor
b. RPA sends written notification of evaluation outcome to each Proposer
c. Lease signature process continues by the State of Tennessee
d. State sends Lessor a fully executed Lease document

4. Design Development (DDP): 6-8 weeks

a. The RPA facilities planner will schedule a kick off meeting with Lessor's design team
b. All project questions, concerns and decisions will be directed to the RPA facilities planner; the agency tenant is not authorized to provide directives to the Lessor's design team
c. Lessor sends RPA preliminary AutoCAD site plans and dimensioned architectural drawings (footprint) to begin the planning process; Please note the preliminary plans by the Lessor shall be modified by RPA as per the following sequence
d. RPA prepares and sends tenant approved (agency reviewed) AutoCAD program drawings (floor plan) to the Lessor's design team; approved program drawings may involve redesign of existing space based on Agency space needs analysis and may include additional walls, doors, lighting, electrical, heating and cooling, junction boxes, and power pole locations that reflect the *Summary of Lease Requirements*

5. Construction Documents (CDP): Duration is project specific

a. Lessor provides architectural construction documents/ drawings / site plan for approval to RPA **prior to** final submittal to the **State Fire Marshal's Office** as per the agreed upon Proposal, the Standard Specifications for Office Space and the approved tenant program drawings provided by RPA.

b. Lessor's design team submits 2 sets of stamped construction documents bearing the seal of the registered architect and/ or registered engineer, the plans review form and appropriate fees to the **State Fire Marshal's Office**; and notifies the RPA facilities planner with the following:

1) Date CD's were submitted to the State Fire Marshal
2) Date the State Fire Marshal approved the CD's

c. Lessor's design team submits stamped construction documents bearing the seal of the registered architect and/ or registered engineer to local code authorities

d. After review and approval from the **State Fire Marshal's Office**, the local building officials may issue a building permit

e. Construction work may start after construction documents are approved by the State and Local Fire Marshal's Office and permits are issued

6. Construction Administration: Duration is project specific

a. Lessor provides tenant development services as per the agreed upon Proposal, the Standard Specifications for Office Space, the approved tenant program drawings provided by RPA and the approved architectural drawings

b. The Lessor's design team will provide a construction schedule to RPA and will update the status on a regular basis

c. Lessor sends all carpet, vinyl composition tile, paint, and any other finish submittals to the Real Property Administration facilities planner for selection as outlined in Document 5.03 *Standard Terms and Conditions*, Paragraph 11

d. The security deposit of the successful Proposer will be returned upon the execution of a Lease with the State and satisfactory completion of required alterations.

7. Tenant Occupancy and Lease Commencement Date

a. The RPA facility planner evaluates the tenant build-out progress and makes a lease/ rent commencement date recommendation with supporting data to RPA Lease Management.

b. The **State Fire Marshal's Office** and the Local Fire Marshal's Office issues a certificate of occupancy and the Lessor's design team provides a copy to Real Property Administration; State law requires a Certificate of Occupancy from the State and Local Fire Marshal's Office and local Codes officials before state employees can physically occupy any building, unless otherwise specified by the State and Local Fire Marshal's Office

c. When construction has been completed and the utilities are ***not*** included in the Lease rate, the State office of General Services will be notified by Real Property Administration to begin the process of establishing building utility services for the State tenant occupancy

d. The Lessor shall receive a furniture installation schedule from RPA with a start date being the determined substantial completion date of the construction

e. Lease commencement date is the determined date of tenant occupancy;

f. Should tenant occupancy date be different to Lease commencement date, the term dates of the Lease will be adjusted accordingly to ensure the Lessor shall receive rent payments for the advertised Lease term.

5.03 STANDARD TERMS AND CONDITIONS

1. TERM

The proposed Lease term is indicated in the *Invitation for Lease Proposals* and the *Summary of Lease Requirements*.

2. CANCELLATION

The State reserves the right to cancel Lease s entered into as a result of this *Invitation for Lease Proposals* upon ninety (90) days written notice to the Lessor. (See *Lease Proposal Quotation Form A*)

3. MINIMUM STANDARDS

All proposed space must meet the minimum requirements of this *Lease Proposal Package*, including any requirements of the State and Local Fire Marshal's Office, prior to occupancy by the State. Any repairs, refurbishment, modifications, alterations or improvements required to meet these standards in both new and existing space are to be performed at the Lessor's expense and shall be completed prior to the beginning of the Lease term. The space, and its associated public access and facilities, must comply with the *Americans with Disabilities Act* (ADA) *Accessibility Guidelines* (ADAAG), latest version, and the *Accessibility Act for Public Buildings*, TCA 68-120-201.

4. CODE COMPLIANCE

a. State buildings, Lease d or owned, cannot be constructed or occupied without prior approval from the **State Fire Marshal's Office** and a certificate from their inspectors (Rule 0780-2-3.02, Paragraph 1) [TCA 68-102-113, 68-102-113(a) and 68-120-101]. Local building officials cannot issue a permit or certificate of occupancy prior to the **State Fire Marshal's** approval and certificate of occupancy.

b. Existing property must be made code compliant by the Proposer. No Proposer, either currently leasing space to the State or proposing new space, is exempt from **State Fire Marshal** review. Prior to occupancy by the State, all proposed space must comply with the requirements of the latest adopted building code, fire code, handicapped accessibility code, and all other pertinent codes, standards, regulations and laws. Any repairs, refurbishments, modifications, alterations or improvements required to meet codes are to be performed at the Lessor's expense and shall be completed prior to the beginning of the Lease term.

c. The Lessor is responsible for the installation and monthly cost of a Fire Marshal required telephone line connecting a fire alarm system to a fire department. Fire extinguishers will be provided and installed by the Lessor according to fire codes.

d. The Lessor is responsible for the installation and monthly cost of a code required telephone line connecting an elevator to a 24/7 response service.

e. RPA may require submission of fire and handicapped accessibility inspection reports or other evidence of code compliance. For the Proposer's convenience, a list of adopted codes (01 41 15), together with locations where the Proposer may obtain copies, is attached as Exhibit 3.

f. All facilities, including existing property, must conform to the provisions of *Accessibility Act for Public Buildings*, TCA 68-120-201. The applicable handicapped code is the *Accessible and Usable Buildings and Facilities*, ANSI/ICC A117.1, or Volume 1-C, North Carolina State Building Code entitled *Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped*. The **State Fire Marshal's Office** is the enforcing authority for all State buildings, Lease d or owned.

g. A State Building means any public building owned or Lease d by the State of Tennessee or any department, institution or agency thereof (Rule 0780-2-3.01, Paragraph 1.c). All proposed space is classified as Public Work, and therefore must conform to TCA Section 62-2-107, which states that **construction plans** shall be prepared and stamped (sealed) by a registered architect and/ or registered engineer. The **State Fire Marshal's Office** may review all stamped (sealed) **construction plans** for State office use regardless of the size of the tenant space, the height of the structure, or the county or city location. The Lessor shall be responsible for obtaining the review of stamped (sealed) **construction plans** by the State and local Fire Marshal authorities, allowing sufficient time for such reviews, and for the costs associated with the review process.

h. The term "construction" means the erection of a new building, any addition to an existing building, a change of occupancy, any alteration that alters the exit arrangement, fire resistive assemblies, or type of construction, or involves the installation of fire suppression or detection systems or fuel-fired equipment. The term "construction" shall not be construed to include excavation or site preparation. (Rule 0780-2-3.01, Paragraph 1.b)

i. Any additions to existing buildings must comply with all requirements of the *Americans with Disabilities Act* (ADA) *Accessibility Guidelines* (ADAAG), latest version, and the *Accessibility Act for Public Buildings*, TCA 68-120-201. Any construction alterations and/or additions to existing space will require new stamped construction drawings (bearing the seal of a registered architect or registered engineer) for the *entire* existing space **by the Proposer's registered architect and/or registered engineer** in accordance with Tennessee Code Annotated 62-2-107. Additionally, the **State Fire Marshal's Office** may require codes and/or Americans with Disabilities Act upgrades to the *entire* space (not just the space added to an existing building) in accordance with Tennessee Code Annotated 68-120-204. It is strongly suggested the Proposer investigate these potential costs prior to submitting a Lease Proposal to RPA.

j. Site plans are reviewed by local codes officials. However, the local code authorities cannot issue permits for State buildings until the **State Fire Marshal** has reviewed and approved the stamped (sealed) **construction plans** and/or deemed that the project does not meet their definition of construction.

k. The Lessor should submit stamped (sealed) **construction plans** simultaneously to the State and local code authorities. If the **State Fire Marshal** determines that a full review of the plans is unnecessary for a specific project, the **State Fire Marshal** will send a letter recording the decision to the registrant submitting the plans. The Lessor shall then submit this letter to the local codes authority when requesting a building permit or a certificate of occupancy.

l. **Any clarification regarding these rules should be directed to:**

Tennessee Department of Commerce & Insurance
Division of Fire Prevention & Plans Review
Third Floor, Davy Crockett Tower
500 James Robertson Parkway
Nashville, TN 37243-1162

Phone : (615) 741-7190

5. TENANT ALTERATIONS

a. Alterations to the proposed space to accommodate the State's unique requirements, other than those specified in 5.04 *Standard Specifications for Office Space* and Document 4 *Summary of Lease Requirements*, will be designated as "Tenant Alterations" and may be paid for by the State.

b. The State requires a written estimate from the Lessor, on company letterhead, of the cost to purchase and install the tenant alteration. RPA will review for approval, set up necessary funding and provide an authorization letter to proceed with the work. Upon completion of the work, the Lessor shall submit an invoice to RPA for reimbursement.

6. TELEPHONE SERVICE AND INFORMATION TECHNOLOGY

a. It will be the Lessor's responsibility to provide telephone trunk lines and service entrance pathway to the proposed Lease d space prior to the beginning of the Lease term. For new construction build-to-suit locations, the telecommunications service entrance pathway to consist of one 103mm (4 in) conduit entrance originating from a location coordinated along the property easement/ boundary with the local telephone company service provider to the designated telecommunications room within the building Additionally, it will be the Lessor's responsibility to provide one junction box for telephone and data lines in each hard-wall room, with a ¾" conduit inside the wall cavity to above the ceiling grid or to an accessible area (in the event of hard ceilings).

b. The State will provide and install cabling and outer cover plates, as well as telecommunications service and equipment as necessary. The State's telecom vendors shall have rough-in work provisioning by the Lessor's contractor ***prior to*** substantial completion.

c. A **separately cooled and vented telephone/data (telecom) closet** shall be provided by the Lessor. The temperature of the closet shall be maintained at 64 degrees and shall not to exceed 75 degrees with a relative humidity range of 30 to 55%. See Document 5.04 *Standard Specifications for Office Space,* Paragraph 4, for electrical requirements. This closet shall not be included in net usable space and shall be separate from the mechanical, water heater, fire suppression pump, janitor or any utility closet or room. This space shall have rated walls placed to the deck and will not require a drop ceiling. Lighting in this space shall be typical of state standard lighting.

7. UTILITY COST

a. Base rent may include the cost of utilities. However, the State will reimburse the successful Proposer for the cost of utilities associated with, and properly allocable to, the premises Lease d by the State in excess of $1.75 per square foot per year. Prior to any repayment the successful Proposer shall

submit an annual request for reimbursement with copies of appropriate utility bills for approval by the State.

b. If utilities cannot be included in the base rent, an exception must be noted under 4.b. of the *Lease Proposal Quotation Form* and separate meters must be provided for State space. If an exception is made, the State will include $1.75 per square foot for utilities in the determination of average annual effective cost for evaluation purposes. The Proposer shall identify and include in the *Lease Proposal Quotation Form* the names of all applicable utility providers that will serve the proposed property.

8. JANITORIAL SERVICES

The State prefers to provide its own janitorial services. In the case of multi-tenant office buildings, janitorial services should be included in the rental quotation.

9. INSURANCE

The State is self-insured and it will be the responsibility of the Lessor to provide insurance coverage for his liability and property damage protection.

10. FORM OF LEASE

The Lease will be prepared on the State's standard Lease form. A Pro Forma *Standard Lease Agreement* is attached as Exhibit 1.

11. TENANT DEVELOPMENT SERVICES

a. When preparing a solicitation response, the entire Proposal Package must be referenced for gathering comprehensive contractual costs and obligations. These obligations must also be conveyed to the successful Proposer's design team for incorporating into the construction documents.

b. The successful Proposer, upon receipt of a fully executed Lease, will work under the guidance of a Real Property Administration facilities planner as specified in Paragraph 4.j. of the *Lease Pro*posal *Quotation Form*. Real Property Administration will provide the successful Proposer with tenant needs in the form of program drawings (floor plans) showing open office workstations and hard-wall office / room locations both usable and rentable (utility / restrooms) as per the *Summary of Lease Requirements*. Whether a *Build-to-Suit* or a *Renovate-to-Suit* Lease, the intent is to design and construct office space that will meet the program requirements of a State agency and will suit their needs. For more information, refer to 5.02 *Sequence of Events and Checklist*.

c. The successful Proposer will then provide construction documents and a site plan to a Real Property Administration facilities planner for review and approval ***prior*** to the State Fire Marshal's Office review.

d. All proposed space is classified as Public Work, and therefore must conform to TCA Section 62-2-107, which states that stamped (sealed) **construction plans** shall be prepared by a registered architect or registered engineer. After approval by Real Property Administration, the **State Fire Marshal's Office** will review all architectural plans for office use, regardless of the size of the tenant space or the height of the structure. The Lessor shall be responsible for obtaining the review of construction plans by the appropriate Fire Marshal authority, and for any costs associated with the review process. For more information, refer to ***Code Compliance***, paragraph 4 of this section.

e. Lessor sends all carpet, vinyl composition tile, paint, and any other finish submittals to the Real Property Administration facilities planner for selection.

f. It will be the successful Proposer's responsibility to perform final new construction cleaning of the proposed space immediately prior to the date of occupancy.

g. The successful Proposer will be responsible for final hardwire connections of all electrical power poles for open office furniture prior to tenant move-in (see Document 5.04 *Standard Specifications for Office Space*, Paragraph 4). Real Property Administration will coordinate tenant move-in.

12. WORK PERFORMANCE AND CONTRACT APPROACH

a. All work in performance of this Lease shall be done by skilled/licensed workers or mechanics.

b. Any Proposer who has more than one State Lease Agreement with a status of (1) in construction documents phase, and/ or (2) under review by the State Fire Marshal Office, or (3) under construction, shall provide a descriptive statement indicating the Proposer's approach to delivering the various services sought under this *Lease Proposal Package*. The statement is to include (a) *Multiple Tasks*; based upon prior Lease task-loads the Proposer shall demonstrate the ability to work multiple tasks and locations simultaneously across the State; (b) *Expediency*; the Proposer shall demonstrate adequate quantity and allocation of resources to address the State's needs in an effective, timely and cost-efficient manner; and (c) *Coverage*; multiple location distribution of, and/ or access to professional staff, technical staff, equipment and contractors shall be demonstrated. If applicable, please provide the approach statement as an attachment to the *Lease Proposal Quotation Form A*.

13. AUTOMATIC DEPOSITS

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

14. GENERAL AND INTERIOR MAINTENANCE

The successful Proposer shall be responsible for establishing reasonable schedules for all general and interior maintenance, but not limited to, monthly light bulb replacements, changing HVAC filters, and daily trash removal. Any exception shall be identified by the Proposer in the *Lease Proposal Quotation,* Paragraph 4.b. (The State reserves the right to reject any or all requested exceptions during the evaluation and award phase.)

15. GROUNDS MAINTENANCE

The successful Proposer shall include but not limited to the following tasks: Weekly lawn cutting during the growing season, debris pick-up, leaf removal, mulching of planting beds, maintain any landscaping, snow removal from entrances and parking areas, and general exterior maintenance.

16. SUSTAINABLE DESIGN (to be incorporated in future Lease Proposal solicitations)

5.04 STANDARD SPECIFICATIONS FOR OFFICE SPACE

The following specifications are intended as standard guidelines. Equal or higher quality materials may be substituted if approved by the State of Tennessee, Department of Finance and Administration, Office of Real Property Administration, hereinafter referred to as "State".

1. TYPE OF BUILDING

a. The building in which the space is offered must be of sound and substantial construction. The building shall be either (1) designed for general office use or (2) shall be capable of being modified to meet general office use.

b. To make maximum use of State-owned open office landscape furniture, preference will be given to open office space with a minimum of subdivisions, partitions, irregularities and obstructions such as structural columns. The preferred minimum clear spacing between freestanding structural columns is 20'-0". The Proposer is required to identify and explain in the "Exceptions" paragraph, 4.b. of the *Lease Proposal Quotation Form*, (1) the total number of free-standing structural columns and (2) the total number of structural pilasters (columns protruding from a wall) if they protrude more than 6 inches from the wall surface. The required floor plan to be submitted as part of this Lease Proposal shall indicate both the structural column locations and the dimensioned distance between all columns.

c. In addition, should the facility floor plan not be a "well-proportioned rectangle" (the length and width of the proposed space to be of similar dimensions or ratios such as 4:5), this must also be identified and explained in the "Exceptions" paragraph. (*The State reserves the right to reject any or all requested exceptions during the evaluation and award phase*.)

d. It shall be in a neat, clean condition, energy efficient (i.e. properly insulated), weather tight with walls, floors and ceilings being moisture free. All equipment, mechanical systems and electrical systems shall be in good operating condition. The building shall be free of any structural, mechanical, electrical, health or safety hazard.

2. HEATING, AIR CONDITIONING AND MECHANICAL VENTILATION

a. Heating, air conditioning and ventilation systems are required which are capable of maintaining the temperature at 74 degrees F., plus or minus 2 degrees, and maximum relative humidity of 50% throughout the entire Lease d premises and service areas, regardless of outside temperature. Lessor shall provide ceiling vent fans in all restrooms and break rooms. Ventilation must meet the minimum requirements of Sections 4 through 7 of ASHRAE 62.1-2004. The intent is to establish minimum indoor air quality (IAQ) performance to contribute to the comfort and health of the occupants.

b. Smoking is to be prohibited in the building. Designated exterior smoking areas will be located at least 50 feet away from all entries and outdoor air intakes. The intent is to minimize exposure of building occupants to Environmental Tobacco Smoke (ETS).

c. A **separately cooled and vented telephone/data (telecom) closet** shall be provided by the Lessor. The temperature of the closet shall be maintained at 64 degrees and shall not to exceed 75 degrees with a relative humidity range of 30 to 55%. The air conditioning for the telecom room shall not be maintained by an energy management system or building automation system that would disrupt operation during nights and weekends; the equipment in this space will run 24/7. This space shall have positive air flow with no internal air returns.

d. For new construction or major renovation of existing buildings, the intent is to establish a minimum level of energy efficiency for the proposed building and systems using the national energy standard, ASHRAE/ IESNA 90.1-2004. These strategies include building envelope, lighting, hot water, motor and HVAC. For office buildings under 20,000 gross square feet, the ASHRAE Advanced Energy Design Guide for Small Office Buildings 2004 may be used for guidelines.

3. LIGHTING

a. **Interior**

1) Modern, diffused fluorescent fixtures, with thermally protected electronic sound rated "A" ballasts, shall be provided to produce and maintain a minimum light intensity of 60 foot candles at desk level, evenly distributed throughout the entire space. Any new fixtures installed shall be of the energy-saving T-8 type.

2) For new construction, the intent is to establish a minimum level of energy efficiency for the proposed building and systems using the national energy standard, ASHRAE/ IESNA 90.1-2004. These strategies include building envelope, lighting, hot water, motor and HVAC. For office buildings under 20,000 gross square feet, the ASHRAE Advanced Energy Design Guide for Small Office Buildings 2004 may be used for guidelines.

b. **Exterior**

1) All building entrances and exits must have adequate outside lighting on electronic sensors as approved by the State. Additionally all sides of the building facing a parking area must be equipped with wall-pack units controlled by electronic sensors. Wall packs will be placed a minimum of forty feet apart.

2) For new construction, the intent is to minimize light trespass from the proposed building and site using the ASHRAE/ IESNA 90.1-2004 Exterior Lighting Section and IESNA RP-33 for zone classification requirements.

4. ELECTRICAL

a. **Outlets and Switches**

1) Existing electrical outlets, switches, panel boxes and other electrical devices shall be in proper working order. All existing and new electrical work shall comply with the Standard Building Code, latest edition, and local codes. The successful Proposer shall be responsible for all costs related to electrical outlets for hard-wall offices and power for open office system furniture cubicles. This will include electrical power pole ceiling and base feed circuits and junction boxes for open office systems furniture and the connection by a licensed electrician.

2) Real Property Administration requires one electrical dedicated 20-amp circuit with isolated neutral for every two (2) staff open-office workstation cubicles. Two additional electrical circuits are required for support equipment for every 7,500 rentable square feet.

3) Note that the cubicle power requirements are additional to the standard 110-volt electrical wall outlets, one outlet per wall and spacing to be no more than 15 feet, which shall be located in

all private hard-wall offices and rooms. All corridors with floor-to-ceiling walls are to have 110-volt electrical wall outlets for vacuuming.

4) The telephone/data closet shall have two quad-outlets on two 20-amp dedicated circuits with isolated neutrals. A telecommunications equipment grounding system shall be installed by the state's cabling contractor and terminated within the telecommunications space. The Lessor's responsibility shall be to provide the state with and ANSI/TIA/EIA-607 compliant grounding connection to that room from the building's main panel or grounding system.

b. **Renewable Energy** (to be incorporated in future Lease Proposal solicitations)

5. FLOOR COVERING

a. New floor covering shall be provided if existing floor covering is not acceptable to the State. New floor covering in office areas shall be commercial grade carpet. Commercial grade vinyl composition tile floor covering is acceptable in entrance areas, break rooms, janitor closets, telecom closets, utility/mechanical rooms and restrooms. Rubber wall base with inside and outside corners shall be installed when new floor covering is provided.

b. It will be the Lessor's responsibility immediately prior to the date of occupancy for all flooring to receive final new construction cleaning. Additionally all vinyl floor covering must be stripped, sealed, and waxed.

c. **Broadloom Carpet Minimum Specifications**
Five (5) Year Lease Term

1) Broadloom carpet must meet or exceed qualifications for environmental standards of the Carpet and Rug Institute's Green Label Plus program.

2) Three (3) sample binders with multiple color options of carpet are to be provided by the Proposer for selection by a RPA facilities planner. Each carpet sample is to have multiple fiber colors (speckle) that will better hide soiling. A single fiber color sample (solid color) is not acceptable.

3) Primers and adhesives systems shall be a type recommended by carpet tile manufacturer and comply with the South Coast Air Quality Management District (SCAQMD) Rule #1168.

4) Edge strip material and rubber wall base color and type shall be selected by the RPA facilities planner.

5) 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**.

6) Construction: Tufted

7) Surface Texture: Multilevel/ textured or level loop pile

8) Pile Density: Minimum rating of 5,000 or higher

9) Gauge: 1/8 minimum

10) Dye System: Majority solution dyed, 50% or more

11) Stitch Rate: Minimum of 8 per inch or higher

12) Minimum Yarn Weight: 20 oz. per sq. yd. or higher

13) Size: 12 ft. width

14) Dry Soil Retardant: DuraTech or ProTech or equal

15) Broadloom Backing: Desired backing to have pre-consumer/ post-consumer recycled content and to be recyclable non-PVC thermoplastic/ polyolefin composite or equal

16) The carpet shall be installed according to the manufacturer's recommendations, including the use of adhesive. All carpet shall be approved by the RPA facilities planner, shall comply with all fire codes, and shall bear proof of test certification.

d. **Vinyl Composition Tile Minimum Specifications**

1) Standard Tile Size: 12" x 12" x approx. 0.080 inch gauge

2) A required minimum of 12 standard color options for selection by Real Property Administration

3) Surface Profile: smooth

4) Pattern and color to extend throughout the full thickness of the tile

5) Where vinyl composition tile (VCT) is used, one field tile and multiple accent tiles will be standard.

6) Edge strip material and rubber wall base color and type shall be selected by the RPA facilities planner.

7) The adhesive and sealant systems are required to be approved by the VCT manufacturer. VOC emissions shall not exceed the stated emission criteria of the South Coast Air Quality Management District (SCAQMD) Rule #1168.

6. ACOUSTIC CEILING

A Class A fire rated lay-in acoustical ceiling grid system is required that shall meet State and local fire codes. Either a 2' x 4' or a 2' x 2' size grid system is acceptable. Preferred office ceiling height is 9'-0" and should not be less than 8'-6" from floor to lowest obstruction. Higher ceilings may be permitted for public spaces such as entrances and lobbies. Ceiling heights of more than 10'-0" or of less than 8'-6" must be identified and explained in "Exceptions", Paragraph 4.b. of the *Lease Proposal Quotation Form.*

7. TOILETS

a. The proposed Lessor shall provide separate barrier-free, ADA compliant male and female restrooms. The per floor square footage of restrooms shall be in the ratio 45% for men and 55% for women, and shall be based on 150 square feet of net rentable area per person. See Paragraph 16 of this section for accessibility requirements.

b. After calculating the number of persons to be accommodated by dividing the proposed net rentable area per floor by 150, the minimum quantity of toilet fixtures shall be as shown in the following table.

Number of Persons to be Accommodated	Male Water Closets	Urinals	Male Lavatories		Female Water Closets	Female Lavatories
1 to 8	1	1	1		1	1
9 to 24	2	1	1		2	2
25 to 36	2	1	2		3	2
37 to 44	3	2	3		4	3
45 to 60	4	2	3		5	4
61 to 72	4	2	4		6	4

c. **Toilet Partition Specifications**

All multi-stall restrooms must have a visual barrier at door entrances. This can be accomplished by either the architectural design or by added partitions at the restroom entrance. Toilet partitions shall be overhead braced, floor mounted, or floor mounted mini-compartments, with non-corrosive panels, doors and pilasters. New construction build-to-suit material shall be Polymer resins under high pressure, equal to Poly-Mar HD®, forming a single component section which is waterproof, non-absorbent and has self-lubricating surface that resists marking with pens, pencils or other writing utensils. Materials must meet Class B fire rating requirements and be acceptable to the State Fire Marshal.

d. **Toilet Accessories**

All restrooms shall be equipped with toilet paper holders, liquid soap dispensers and mirrors. Employee restrooms shall include paper towel dispensers. Client restrooms will require hand blow driers.

e. **Cleaning**

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

8. DRINKING FOUNTAINS

Chilled water drinking fountains shall be provided at convenient locations so that a person will not have to travel more than one hundred and fifty (150) feet to reach one. Each floor of office space shall be provided with at least one centrally located chilled water drinking fountain for State staff. Each public waiting area shall have one chilled water drinking fountain. See Paragraph 16 of this section for handicapped accessibility requirements.

9. WINDOWS

a. All exterior windows shall be equipped with inside mount aluminum horizontal mini-blinds of color and quality acceptable to the State.

b. **Exterior (new construction)**

1) Wood framed window units shall be fixed glazed using sealed insulated glass with an exterior finish of metal or vinyl.

2) Metal framed window units of either aluminum or steel shall be fixed glazed using sealed insulated glass with thermally broken metal frames.

c. **Exterior (existing windows)**

Existing windows with frames, glazing and coverings different from those required for new construction may be approved by the State. The State of Tennessee reserves the right to specify the same exterior window requirements as stated above for new construction.

d. **Interior**

1) All waiting areas enclosed by floor-to-ceiling painted gypsum wallboard shall include built-in lockable sliding pass-thru windows with safety glass and transaction work surfaces. Such windows must be provided for all secretarial staff serving incoming clients. All built-in construction must comply with the *Americans with Disabilities Act* (ADA) *Accessibilities Guidelines* (ADAAG), latest version, and the *Accessibility Act for Public Buildings* according to TCA 68-120-201. This requirement applies to all new and existing buildings.

2) All visitation/observation rooms shall include built-in one-way glass observation windows with aluminum mini-blinds. One-way glass should be a minimum size of 3' high x 3' wide and installed with a sill height 3' above the finished floor. Tinted or smoke glass is NOT an acceptable product for one-way glass.

10. ELEVATORS

Elevators suitable for personnel and freight are required for space that is more than one floor above or below the street level. All elevators shall conform to Accessibility Standards and all applicable code requirements. The Proposer shall specify the capacity, size and type of elevator equipment. The adequacy of the service as to the number of cars, speed and size shall be subject to final determination by the State Department of Labor and Workforce Development.

11. FLOOR LOAD CAPACITY

All floors shall have a live load capacity adequate to meet State requirements. In no event shall load levels fall below Standard Building Code and local code requirements.

12. BUILDING SIGNAGE AND KEYS

a. Code signage shall be provided by the proposed Lessor. Exterior and interior door signage, directory board service, keys and security cards shall be provided by the proposed Lessor if required by the State.

b. Exterior building signage identifying the State of Tennessee and the agency name shall be provided by the proposed Lessor either (1) at the road entrance or (2) on the building entrance.

13. WALL FINISHES

a. All painted wall and woodwork surfaces in either new or existing structures occupied by the State of Tennessee shall be freshly painted with washable, semi-gloss enamel paint. Acceptable paints are Benjamin Moore, Porter, Sherwin Williams, or equivalent. One field paint, one trim paint, and multiple accent paints will be standard. All natural finish woodwork shall be coated with flat-finish varnish, or alternatively with stain and finish coat. Colors and finishes are subject to approval by the RPA facilities planner. All conference, waiting and interview rooms shall have chair rails 31.5" on center above finished floor for the protection of the walls.

b. If wall applied fire rated plywood is required within the telecommunication room, the State telecom contractor will provide and install this material. In most locations where telecom equipment racks are used, the wall applied fire rated plywood will not be installed.

c. **New Construction**

1) In the case of new construction, including existing shell structures awaiting build-out, and additions or major renovations to existing buildings, the State requires that all interior walls be finished with painted, smooth-faced gypsum wallboard. Party wall construction shall be sufficiently substantial to provide noise reduction such that normal conversation is inaudible between adjacent rooms. The fire rating of all walls shall meet applicable building codes.

2) The inside finished surface of perimeter walls enclosing the proposed space shall also be finished with painted, smooth-faced gypsum wallboard. Perimeter walls of wood-framed or metal-framed buildings shall be insulated for energy efficiency. In the case of new concrete block structures, perimeter walls shall be furred-out to accommodate an inside finished surface of painted, smooth-faced gypsum wallboard, and shall also be insulated for energy efficiency.

d. **Existing Buildings**

Existing buildings with wall structures and finishes different to those required for new construction must be identified and explained in "Exceptions", Paragraph 4.b. of the *Lease Proposal Quotation Form.* Note that the fire rating of all walls shall meet applicable building codes. See NFPA 101 Life Safety Code: 10.2.3 *Interior Wall or Ceiling Finish Testing and Classification*. The State of Tennessee reserves the right to specify the same interior and perimeter wall requirements as stated above for new construction.

14. DOORS AND HARDWARE

a. **Exterior Doors**

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

b. **Interior Doors**

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

c. **Door Hardware**

All hardware must be commercial grade cylindrical or mortised locksets meeting handicapped accessibility standards and capable of being keyed to the State's requirements. All emergency exit doors shall be operable from inside without the use of a key, tool, special knowledge or effort (Standard Building Code 1012.1.7). All emergency exit door hardware shall be a conventional panic exit device for single swing metal doors with outside trim cylinder control lever, Yale 2100.BAU546F-US26D.ANSI-F08 or equal (will accept Best core). Exterior locks to State space must have a unique key system for security of the premises.

15. EXITS AND ACCESS

a. All exits, stairs, corridors, aisles, and passageways that may be used by the State shall comply with all governing regulations. See Paragraph 14, Doors and Hardware, for required exit devices.

b. A vestibule/airlock, consisting of an enclosed space with two sets of either single or double doors, shall be provided at public entrances. The structure of the vestibule/airlock shall comply with applicable building codes and must conform to the handicapped accessibility codes. This Paragraph shall not be included in net usable space. Provision must be made for equalizing air pressure throughout the building.

c. Exterior canopies to protect employees and customers from inclement weather conditions and a minimum five feet square concrete pad shall be provided at all building entrances and exits.

d. Hard-surfaced exterior walkways must be provided connecting all building entrances and exits to either an on-site parking lot or other hard-surfaced area.

e. These requirements are mandatory for new construction, but may be waived in the case of existing buildings where no major renovations/additions are proposed. However, the State reserves the right to make the determination of acceptability.

16. ACCESSIBILITY REQUIREMENTS

The proposed space shall be architecturally barrier free and comply with handicapped accessibility codes prior to occupancy by the State. The space, and its associated public access and facilities, must comply with the *Americans with Disabilities Act* (ADA), *Accessibility Guidelines* (ADAAG), latest version, and the *Accessibility Act for Public Buildings*, TCA 68-120-201. Refer to Document 5.02, Paragraph 4, Code Compliance, for the required handicapped accessibility information.

17. PARKING

Public parking spaces shall be available to the proposed location as set forth in the *Invitation for Lease Proposals*, Paragraph 5. Public parking must comply with handicapped accessibility codes prior to occupancy by the State. Public parking is defined as one of the following (a) Lessor-owned parking made available to the tenants and visiting customers at no additional charge or (b) Lessor-rented parking made available to the tenants and visiting customers at no additional charge or (c) city-owned parking available to the tenants and visiting customers at no additional charge. Any other parking arrangements must be identified and explained in "Exceptions", Paragraph 4.b. of the *Lease Proposal Quotation Form*

18. INSECT AND RODENT PROTECTION

The Lessor shall maintain the premises in a condition that is free of pests, rodents and other vermin. Quarterly pest control treatments must be provided by a licensed professional company. Additional treatments may be required should conditions change.

19. CONTIGUOUS SPACE

Refer to Form-A, *Lease Proposal Quotation*, Paragraph 2.

20. SUBSTITUTIONS

Substitutions in construction, materials or equipment of equal or better quality than those required by these *Standard Specifications* may be accepted by the State. The State shall be the sole judge in determining the equality and acceptability of proposed substitute construction, equipment or materials.

21. EXCEPTIONS FROM THE STANDARDS

a. It is the intent of the State to obtain space in full compliance with Document 5.04 *Standard Specifications for Office Space*. Exceptions from this document may be considered in particular circumstances; however, the State reserves the sole right to determine the acceptability of any and all proposed exceptions. All exceptions must be explained in Paragraph 4.b. of the *Lease Proposal Quotation Form A.*

b. No exceptions can be made which will violate the Americans with Disabilities Act Accessibility Guidelines and/or life safety codes as determined by the **State Fire Marshal's Office**.

22. JANITOR CLOSET

Where applicable, a janitor closet(s) with ample storage for cleaning equipment, materials, and restroom supplies shall be provided. A service sink with hot and cold water shall be included. This closet shall not be included in net usable space and shall be separate from the mechanical, water heater, fire suppression pump, telecom or any utility closet or room.

5.05 CRITERIA FOR EVALUATION OF PROPOSALS

The State will evaluate all conforming Lease Proposals submitted. Evaluation will consider effective annual cost and various aspects of suitability. The Lease Proposal selected will be that Proposal which is in conformance with the requirements of the entire *Proposal Package*, and which in the State's judgment of the factors described herein is **most nearly suitable** to the State's needs.

The State requests that Proposals be submitted within a range of usable square feet which will meet the State's needs (see 5.06 *Instructions for Submission of Proposals*, Paragraph 3). It is the State's intent to use a range of space to create a competitive environment to ensure that the State is obtaining the lowest cost possible for the space required. Usable square footage in excess of that which is necessary to meet the State's minimum needs will not necessarily enhance a Proposal's chance of success, since the cost evaluation is performed on the total effective annual cost - not on a cost per square foot basis.

1. CONFORMITY

Proposals will be evaluated for conformity with the requirements of the *Invitation for Lease Proposals* and the *Summary of Lease Requirements.* Only Proposals conforming to these documents will be evaluated further and considered for suitability. Proposals will be considered non-conforming and not evaluated if any one of the following five requirements are not provided: 1) floor plan, 2) photos, 3) Proposal security/ bond, 4) statement of financial interests and 5) signed Proposal quotation form authorizing to bind the Proposer to a contract.

2. EVALUATION OF LOWEST AVERAGE ANNUAL EFFECTIVE COST

a. For the purpose of comparing the cost of Lease Proposals, the State will evaluate each Proposal based on the *average annual effective cost* over the term of the proposed Lease using the annual base rent amount proposed and cost estimates.

b. The State however, is not limited to the standard costs identified in this Paragraph for evaluation purposes. There may be other annual cost included in the evaluation of Proposals based upon a specific need or requirement of the agency to be located in the space advertised. If such other annual costs are to be included in the evaluation, the cost and the basis for that cost will be noted in Document 2 *Invitation for Lease Proposals,* Paragraph 6.

c. The ***Average Annual Effective Cost*** will be the sum of the annual base rent, annual utility costs not included in the annual base rent, standard cost estimates and the other cost estimates as identified within Paragraph 6 of the *Invitation for Lease Proposals* and which are not included in the annual base rent.

d. The following are ***Standard Cost Estimates*** to be used in determining the average annual effective cost to the state, if not included as part of the base annual rent. Paragraph 6 of the *Invitation for Lease Proposals* sets forth the specific standard estimates to be used in the evaluation as they relate to the needs of the State at the time Proposals are requested. The needs and/or requirements of the State may change after a *Request for Proposal* is made, however, the estimates for evaluation purposes will remain the same.

1) ***Annual Utility Cost*** will be determined by multiplying the proposed rentable square feet by the following amounts:

	Utility	Rate
a)	Electricity and/or Gas	$1.45
b)	City water	$0.15
c)	City sewer	$0.15

2) ***Annual Janitorial Cost*** will be determined by multiplying the proposed rentable square feet by $1.10.

3) ***Special conditions*** cost estimates that follow may, if applicable, be used in evaluating Proposals. The State reserves the right, prior to issuing solicitations, to increase these evaluation costs for special and unique agency operations (see 4.01 *Summary of Lease Requirements, Special Conditions*).

a) ***Annual cost of reconfiguring existing open office work stations in space currently occupied by the State*** will be based upon a cost of $200 per person divided by the term of the proposed Lease. Reconfiguration will be necessary when replacing carpet, when replacing open office landscape furniture, or if an addition is to be made to the existing building structure.

b) ***Annual cost of purchasing new open office work stations*** will be based upon a cost of $3,000 per work station divided by fifteen years.

c) ***Annual cost of moving telephone cable*** will be based upon a cost of $245 per person divided by the term of the proposed Lease.

d) ***Annual cost of moving computer cable*** will be based upon a cost of $245 per person divided by the term of the proposed Lease.

e) ***Annual cost of hiring movers to move existing free-standing furniture, fixtures, and data*** will be based upon a cost of $100 per person divided by the term of the proposed Lease.

f) ***Annual cost of moving existing open office work stations to a different location*** will be based upon a cost of $250 per person divided by the term of the proposed Lease.

3. SUITABILITY

a. The type of ***Space Arrangement and Configuration*** is indicated in Document 2 *Invitation for Lease Proposals*. The space arrangement will be evaluated as follows:

1) Open Office

To make maximum use of State-owned open office landscape furniture, preference will be given to open office space with a minimum of subdivisions, partitions, irregularities and obstructions such as structural columns. The preferred minimum clear spacing between freestanding structural columns is 20’-0”. Consideration will also be given to the adaptability of mechanical and electrical systems to accommodate a limited amount of hardwall (floor-to-ceiling painted gypsum wallboard) space construction.

2) Hardwall Office

Hardwall (floor-to-ceiling painted gypsum wallboard) space should be partitioned into individual offices with a reasonable mix of private offices, reception/clerical areas and support space such as conference rooms, storage space, etc. The State will be the sole judge of the functional suitability and adaptability of the arrangement to meet the needs of the prospective tenant.

3) Configuration

The space should have a regular, well-proportioned shape, with a minimum of non-removable obstructions to permit efficient layout and utilization of the space. The State will consider the configuration of the proposed space in evaluating Lease Proposals. Should the facility floor plan not be a “well-proportioned rectangle” (the length and width of the proposed space to be of similar dimensions or ratios such as 4:5), this must also be identified and explained in the “Exceptions” paragraph 4.b. of the *Lease Proposal Quotation Form*.

b. ***Availability of Expansion Space*** should be included in the Lease Proposal, if available, during the term of the Lease. The potential for expansion space may be considered in evaluating the Lease Proposal.

c. **Amenities**

The State desires locations that provide (1) pleasant surroundings, (2) convenient parking for employees and clients, and (3) good access to public transportation and restaurant facilities. The availability of such amenities, when required, will be considered in evaluating Lease Proposals.

d. **Purchase Options**

The availability of a purchase option or options will be considered in evaluating Lease Proposals. In considering the merits of purchase options proposed, the State will consider the desirability and value of the property, the purchase price and projected need for the space on a long term basis.

e. **Other Requirements**

The State will consider any other requirements as set forth in the *Invitation for Lease Proposals* and further reserves the right to consider other criteria or factors when, in the State's judgment, such considerations are appropriate in each particular circumstance.

4. SUSTAINABLE DESIGN AND RENEWABLE ENGERGY INCENTIVES (to be incorporated in future Lease Proposal solicitations)

5.06 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

1. NOTICE TO PROSPECTIVE PROPOSERS

Prospective Proposers should **CAREFULLY READ ALL SECTIONS** of the *Proposal Package* to insure a full understanding of all costs to the Proposer, the Lease Proposal requirements, the evaluation process and the terms and conditions of the prospective Lease. Refer to the *Summary of Lease Requirements* and the *Invitation for Lease Proposals* to aid in the calculation of costs to the prospective Proposer. During the full term of the Lease, the State expects to pay all typical costs with minimal tenant alterations (see Document 5.03, Paragraph 5).

2. USE AND EXECUTION OF PROPOSAL FORM

All Proposals shall be submitted on the prescribed *Lease Proposal Quotation Form A* and shall bear the original signature of the Proposer or a person or persons authorized to bind the Proposer to a contract. Proposals submitted by agents, attorneys, trustees, executors or corporate officials shall be accompanied by an attested certificate of authority to bind the principal to the provisions of any resulting Lease Agreement. Any modifications or changes to the Lease Proposal shall be initialed by the person signing the Lease Proposal.

3. NET RENTABLE AND NET USABLE SPACE

a. For measuring, calculations and definitions, reference the ANSI/ BOMA *Standard Method for Measuring Floor Area in Office Buildings*. (www.boma.org)

b. The Proposal form requires the Proposer to provide both the net ***rentable*** area and the net ***usable*** area for the space being proposed. It should be noted that the space requirement in the *Invitation for Lease Proposals* and *Summary of Lease Requirements* is specified as net ***usable*** square feet, indicating the amount of actual usable floor space proposed for the sole use of the State. For computational purposes, the following definitions will apply:

1) ***Net Rentable Space*** is defined as all areas proposed for this State solicitation enclosed by the *Dominate Portion* and/ or enclosed by the center of partitions that separate adjoining tenants not proposed for this State solicitation, excluding any *Major Vertical Penetrations*

ANSI/ BOMA- www.boma.org

Dominate Portion: inside *finished surface* of the permanent outer building wall which is 50% or more of the vertical floor-to-ceiling dimension (see continued detailed definition)

Major Vertical Penetrations: stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls

2) ***Net Usable Space*** is defined as all *Office Area* proposed for this State solicitation or as the *Net Rentable Space* excluding *Floor Common Area* and any *Building Common Area*

ANSI/ BOMA- www.boma.org

Office Area: housing for tenant (State) personnel and/ or furniture

Floor Common Area: washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of the tenant (State) on that floor

Building Common Area: provides service to all building tenants but is not included in the Floor Common Area of any specific tenant

4. EXCEPTIONS TO THE REQUEST FOR PROPOSALS

a. All Proposals will be construed to be in full compliance with all terms, conditions and requirements of the *Request for Office Space Lease Proposals* unless Paragraph 4.b. of the *Lease Proposal Quotation Form* clearly and fully describes any deviation or exception.

b. The State reserves the right, at its sole discretion, to waive a Proposal's variances from full compliance with this RFP. If the State waives minor variances in a Proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

5. STATEMENT OF FINANCIAL INTERESTS

It is a requirement of Tennessee Code Annotated Document 12-2-114 that a statement listing the names of any and all persons financially interested in the proposed space be contained in the Lease Proposal. This requirement includes the interests of the owner/agent, any lienholders or any known future purchasers or lienholders. This information is to be provided in Form-A *Lease Proposal Quotation*, Paragraph 5.

6. PROPOSAL SECURITY

a. Each Lease Proposal is to be accompanied by a Proposal Bond or Cashier's Check payable to the State of Tennessee in the amount of 10% of the first year's rental or $5,000.00, whichever is less, as earnest money security to assure that the Proposer will execute a Lease upon acceptance of his Proposal. If annual rent is over $40,000, or if Lease term is more than 5 years, Proposal recommended by RPA is presented to State Building Commission for approval. Upon selection of a satisfactory Lease Proposal and approval of the State Building Commission, all security deposits will be returned except that of the successful Proposer. The security of the successful Proposer will be returned upon the execution of a Lease with the State and satisfactory completion of required alterations.

b. In the event the successful Proposer fails to execute a Lease based on his Lease Proposal within ten days after receiving a Lease submitted for the Proposer's signature, the security shall be forfeited to the State.

7. WAIVER OF SECURITY REQUIREMENT FOR CURRENT LESSORS

a. In cases where the State has occupied space for at least six (6) months and the current Lessor desires to submit a Proposal for continuing the Lease of the same space, the requirements of Paragraph 6, hereinabove, shall be waived for the current Lessor only.

b. In the event the current Lessor is the successful Proposer and fails to execute a Lease based on his Proposal within ten (10) days after receiving a Lease submitted for the Proposer's signature, the State shall be entitled to withhold the sum specified in Paragraph 6 above from any rents due to such Proposer.

8. SCHEMATIC FLOOR PLAN

a. If the Proposal is for a "*Build-to-Suit*" Lease, the Proposal must include a schematic floor plan drawn to a scale of 1/8"=1'-0", in AutoCAD or compatible format, indicating, but not limited to, the space offered showing the location of all windows, interior walls, columns, partitions, both usable and rentable space as per the *Summary of Lease Requirements*. A "*Build-to-Suit*" Lease is defined as new office space designed and constructed to meet the program requirements of a State agency and to suit their needs.

b. If the Proposal is for a "*Renovate-to-Suit*" Lease, the Proposal must include 2 separate floor plans, (1) and (2) as identified below. A "*Renovate-to-Suit*" Lease is defined as existing office space designed and constructed to meet the program requirements of a State agency and to suit their needs. Floor plans provided by the Proposer will be used to evaluate the space for suitability purposes as determined by the RPA facilities planner as set forth below.

1) As-Built Floor Plan

To reflect the "as-is" condition of the space offered; the Proposer shall indicate both the structural column locations and the dimensioned distance between columns in all directions

2) Schematic Floor Plan

A separate floor plan reflecting the planned alterations and/or renovations as per Document 4 *Summary of Lease Requirements*, the cost of which is included in the proposed rental amount, along with a narrative description should be included with the Proposal

c. **The Proposer's schematic floor plan is not necessarily the final plan the State will approve or use**.

d. The successful Proposer, upon receipt of a fully executed Lease, will work under the guidance of a Real Property Administration facilities planner as specified in Paragraph 4.j. of the *Lease Proposal Quotation*. Real Property Administration will provide the successful Proposer with tenant needs in the form of program drawings (floor plans) as outlined in Document 5.02 *Sequence of Events*, Design Development Phase. The program drawings will show open office workstations and hard-wall office / room locations both usable and rentable (utility / restrooms) as per Document 4 *Summary of Lease Requirements*.

9. SUBMISSION OF PROPOSALS

a. A pre-addressed envelope has been included with the Proposal Package for use in submitting a Lease Proposal. Proposers are requested to indicate their name, address and telephone number on the upper left corner of the envelope. Proposals which are mailed must be provided with sufficient postage for delivery. Proposals received by Real Property Administration after the Proposal opening date and time will not be considered.

If you have received a Lease Proposal electronically you must mail in your Lease Proposal. On the outside of a sealed envelope proposers are requested to indicate their name, address and telephone number on the upper left corner of the envelope, in the bottom left hand corner please indicate the Invitation # and proposal date as indicated in the "Invitation for Proposals".

b. It is the Proposer's responsibility to insure that Lease Proposals are submitted in sufficient time to be received prior to the closing time indicated in the *Invitation for Lease Proposals*.

c. Unless specifically requested by the State, telegraphic Proposals **will not** be considered.

e. All parts of the *Lease Proposal Quotation Form*, must be filled in, if only with "Not Applicable".

10. PHOTOGRAPHS

All Proposers must include recent color photographs of the proposed space which are at least 4 inches by 6 inches in size. The photographs should include a minimum of two (2) photographs per floor, four (4) exterior elevation shots from all sides of the building and one (1) photograph of the roof.

11. SITE LOCATION MAP

All Proposers must include a site location map showing the relationship of the proposed space to public roadways, parking, transportation, shopping and natural features such as rivers, drainage, etc.

12. REQUIRED FORMS

All Proposers must read and sign Document 4 *Summary of Lease Requirements*. If applicable, the Proposer shall provide a descriptive statement indicating the Proposer's approach to delivering the various services sought under this *Lease Proposal Package* as specified in Document 5.03 *Standard Terms and Conditions*, Paragraph 12. The current Lessor must read and sign Document 3 *Letter to Current Lessor*.

13. SUSTAINABLE DESIGN AND RENEWABLE ENERGY

(to be incorporated in future Lease Proposal solicitations)

(Form A)

LEASE PROPOSAL QUOTATION FORM

Lease Term: _____ Years

Invitation #_____

TO: Office of Real Property Administration
William R. Snodgrass Tennessee Tower
22nd Floor, 312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1102

1. I hereby offer to lease space to the State of Tennessee in accordance with the terms and conditions stated in this *Lease Proposal Package* solicitation. The space offered is identified and described as follows (Address of proposed space should be the 911 Emergency Address):

Name of Building_____

911 Street Address_____

City_____ Zip Code_____

Building is located on:

Assessor's Map #_____ and Parcel #_____

Deed to this property is registered in:

County_____ Deed Book #_____Page_____
(This information may be obtained at the County Register's Office and/or Tax Assessor's Office)

2. This Lease Proposal is based on the following CONTIGUOUS* NET USABLE AREA(S) within the building described above:
_____ Sq.ft. on Floor #_____ _____ Sq.ft. on Floor #_____
_____ Sq.ft. on Floor #_____
_____ Sq.ft. on Floor #_____ TOTAL USABLE SQ. FT. _____ (See Document 5.06 *Instructions for Submission of Proposals*, Paragraph 3)

***CONTIGUOUS AREA shall be defined as all net usable area, without intervening tenants, located in a single parcel of space on a single floor. Unless restricted by additional criteria stated on the sheet labeled INVITATION FOR LEASE PROPOSALS, if the square footage exceeds the amount available on a single floor, then additional area may be provided on an adjacent floor until all of the area on the adjacent floor is exhausted. Additional criteria in the INVITATION FOR LEASE PROPOSALS requiring a single floor location, such as "to be located on one level" or "to be located on one level ground floor," prohibits the option of using adjacent floors.**

3. The proposed base rental for the space described above is for a five year Lease term and is based on _____ NET RENTABLE square feet, calculated from INTERIOR DIMENSIONS (see Document 5.06, Paragraph 3) and a five year Lease term is as follows:

a. PROPOSAL "A" - Five (5) Year Lease Term

Proposed base rental based upon the State reserving the right to cancel the Lease upon 90 days written notice to Lessor as set forth in Document 5.03 *Standard Terms and Conditions,* Paragraph 2:

$ _____ Annually

b. PROPOSAL "B" - Five (5) Year Lease Term

Proposed base rental based upon the State waiving its right to cancel the Lease except as provided in Paragraph 5A *Termination for Cause* and Paragraph 13 *Appropriations* of the Standard Form for Lease , Exhibit 1:

$ _____ Annually

c. PROPOSAL C - Ten (10) Year Lease Term

Proposed base rental based upon the State waiving its right to cancel Lease for a period of Five (5) years except as provided in Paragraph 5A *Termination for Cause* and Paragraph 13 *Appropriations* of the Standard Form for Lease , Exhibit 1; and with the State reserving the right to cancel the Lease upon 180 days written notice to Lessor as set forth in Document 5.03 *Standard Terms and Conditions,* Paragraph 2, *after* the fifth (5) year of the Lease term:

$ _____ Annually

d. The previously stated rental quotation includes utilities and services at Lessor's cost as indicated below:

Electricity	☐ **YES**	☐ **NO**
Gas	☐ **YES**	☐ **NO**
Water and Sewer	☐ **YES**	☐ **NO**
Janitorial Service and Supplies including Restroom Supplies	☐ **YES**	☐ **NO**

e. Indicate for those utilities not provided by the Lessor that separate meters will be provided for State space:

Electricity	☐ **YES**	☐ **NO**
Gas	☐ **YES**	☐ **NO**
Water and Sewer	☐ **YES**	☐ **NO**

f. I agree to complete, at my cost with reimbursement through the proposed Lease rate, all required renovations, refurbishment, improvements and/or construction necessary to meet the State's requirements contained in this *Lease Proposal Package* solicitation as outlined in detail within _____ calendar days of receipt of an executed Lease, exclusive of tenant alterations.

4. I, the Proposer, acknowledge by my signature that:

a. I have received, read and understand the Proposal Package that consists of five documents, enter a (√) check for each document;

( ) *Letter to All Proposers,* Document 1
( ) *Invitation for Lease Proposals,* Document 2
( ) *Letter to Current Lessor* (if not applicable enter N/A) Document 3
( ) *Summary of Lease Requirements,* Document 4
( ) *General Information for Proposers,* Document 5

b. **That my Lease Proposal is made in accordance therewith or that any exceptions to the terms, conditions and specifications are fully stated below: <u>All exceptions must be stated clearly and precisely</u>. (If additional space is required, attach additional page and refer to Paragraph 4.b.) I understand the State reserves the right to reject any or all requested exceptions to the solicitation during the evaluation and award phase.**

1) Total Number of Free-Standing Structural Columns:_____

2) Total Number of Structural Pilasters (more than a 6 inch protrusion from wall surface):_____

3) Minimum clear spacing between freestanding structural columns is less than 20'-0" ( )yes ( )no

4) _____

_____

_____

c. **I understand the State will not waive the Proposal Security requirement;**

d. **I understand the terms and conditions set forth in the Proposal Package are those desired by the State;**

e. **I understand the State reserves the right to reject any and all Proposals and to waive any informality in any Proposal;**

f. **I understand all applicable Codes must be complied with in the State's space or as required for access to or use of State space;**

g. **I will hold my Lease Proposal open for a period of one hundred twenty calendar days from the date of opening of Proposals;**

h. **I will enter into and execute a Lease, if offered, on the basis of this Lease Proposal and complete and sign an "Authorization Agreement for Automatic Deposits (ACH Credits) Form".**

i. **I will permit the State to audit the proposed net rentable area to verify the accuracy of the submitted floor plan, and if the actual area available is less than indicated on the submitted floor plan, and still within the State's requirement, a corresponding downward adjustment in the rental amount will be made.**

j. **I understand tenant development services will be required if I am the successful Proposer and that my design team will work under the guidance and support of a Real Property Administration facilities planner prior to any expenditure for these services in accordance with Document 5.03 *Standard Terms and Conditions,* Paragraph 11. I also understand the successful Proposer will use Document 5.02 *Sequence of Events*, as a checklist for the design team. The Architect(s) /Engineer(s) and/or Interior Designer(s) I will utilize is/are:**

_____

_____

5. As required by T.C.A. Document 12-2-114, the names of any and all persons financially interested in the Lease are as follows:

Name _____ **Telephone Number** _____

Address _____

_____

Name _____ **Telephone Number** _____

Address _____

_____

Name _____ **Telephone Number** _____

Address _____

_____

Name _____ **Telephone Number** _____

Address _____

_____

Name _____ **Telephone Number** _____

Address _____

_____

6. As required by the Proposal Package, the following attachments are submitted with and made a part of this Lease Proposal:

( ) Proposal Bond OR ( ) Cashier's Check OR ( ) Current Lessor (See *Instructions for Submission of Proposals,* Paragraph 6)
( ) Schematic Floor Plan of space proposed AND ( ) As-Is Floor Plan for a renovate-to-suit, must include all structural columns with dimensions between columns (1/8" = 1 foot scale) (See *Instructions for Submission of Proposals,* Paragraph 8)
( ) Photographs (see *Instructions for Submission of Proposals*, Paragraph 10)
( ) Supplementary Building Description and Data Schedule, Form-C
( ) Authority to Bind (Agents only)
( ) Site location map
( ) Required signed Form ( ) *Summary of Lease Requirements,* Document 4 (See 5.06 *Instructions for Submission of Proposals,* Paragraph 12)
( ) Required *Contract Approach Statement* if applicable (See 5.03 *Standard Terms and Conditions*, Paragraph 12)
( ) Required signed Form ( ) *Letter to Current Lesser,* Document 3, if applicable (See 5.06 *Instructions for Submission of Proposals,* Paragraph 12)

7. Proposers are further encouraged to submit any other supporting materials such as additional plans, maps, photos, etc. which they feel might be useful to the State in understanding and evaluating their Proposal.

8. **Name of Owner:** _____

Owner's Address: _____

_____

Owner's Telephone Number: _____**FAX Number:** _____

Owner FIN No. _____**OR Owner S/S No.**_____

E-Mail: _____

9. **Name of Proposer:** _____

Proposer's Address: _____

_____

Proposer's Telephone Number: _____

Fax Number: _____ **E-Mail:** _____

10. **Proposal must be signed by a person or persons authorized to bind the Proposer to a contract. Failure to complete the *Lease Proposal Form* may be cause for rejection of the Lease Proposal.**

Signature of Proposer: _____ **Date:** _____

Title: _____

(Form B)

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ as Principal,

hereinafter called the Principal, and _____

a fidelity or bonding corporation duly organized under the laws of the State of _____ as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Tennessee as Obligee, hereinafter called the State, the sum of 10% of the amount of the base rental of the first year of the proposed Lease or $5,000.00 (Five Thousand Dollars), whichever is less, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Proposal for _____

_____

_____

Now, therefore, if the State shall accept the Proposal of the Principal and the Principal shall enter into a Lease Contract with the State in accordance with the terms of such Proposal and the State's Proposal Package from which it resulted, or in the event of the failure of the Principal to enter such Lease , if the Principal shall pay to the State 10% of the amount of the base rental of the first year of the proposed Lease or $5,000.00 (Five Thousand Dollars) whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20____.

_____	_____
Witness	**Principal**
	_____
	Title
_____	_____
Witness	**Surety**

PROPOSER MUST ATTACH A POWER OF ATTORNEY FROM A BONDING/SURITY COMPANY

(Form C)

SUPPLEMENTARY BUILDING DESCRIPTION AND DATA SCHEDULE

✓ **Building Construction Features:**

( ) Minimum clear spacing between freestanding structural columns of 20'-0"

( ) Steel Frame
( ) Concrete Frame
( ) Wood Frame
( ) Load Bearing Masonry
( ) Other Framing System:_____

( ) Brick Exterior
( ) Concrete Block Exterior
( ) Wood Exterior
( ) Metal Panel Exterior
( ) Stucco Exterior
( ) Other Exterior:_____

( ) Age of Building:_____
( ) Age of Roof:_____

✓ **Heating System:**

( ) Oil
( ) Gas
( ) Electric
( ) Bio-gas
( ) Geothermal
( ) Individual Units
( ) Central
( ) Radiant Floor
( ) Other:_____

✓ **Air Conditioning System:**

( ) Electric
( ) Gas
( ) Bio-gas
( ) Individual Units
( ) Central
( ) Other:_____

✓ **Electric Service:**

( ) Solar
( ) Geothermal- power generating
( ) Biomass- power from decomposition
( ) 110 volt outlets
( ) 220 volt also available
( ) Wind
( ) Low-impact hydro- no dam

✓ **Plumbing System:**

( ) Domestic cold water
( ) Chilled water drinking fountains
( ) Domestic hot water
( ) Solar domestic hot water
( ) Instant hot water heater

✓ **Miscellaneous Features:**

( ) Suspended Acoustical Ceiling
( ) Elevator

Floor Structure and Covering (Specify):_____

✓ **Zoned for Intended Use?**

( ) Yes **( ) No** **( ) Applied For**

✓ **Utility Cost Data:**

Total utility cost for last 12 months $_____

Individually Metered: **( ) Gas** **( ) Electricity** **( ) Water**

✓ **Square Foot Rental Information:**
Total NET RENTABLE AREA in building:_____sq. ft.
Total NET RENTABLE AREA per floor:_____sq. ft.

(Form D) UTILITY SERVICES FOR PROPOSED BUILDING

NAME OF PROPOSER: _____ **INVITATION NO.:** _____

DOCUMENT 5.02: TO BE COMPLETED BY *PROPOSER*

		PROVIDER	PHONE NO.
ELECTRICITY	Name:		
	Address:		
GAS	Name:		
	Address:		
WATER / SEWER	Name:		
	Address:		
TRASH DEPOSITORY AND REMOVAL SERVICES	Name:		
	Address:		

DOCUMENT 5.02I: TO BE COMPLETED BY *STATE*

AGENCY: _____ **COUNTY:** _____

LE NO. _____ **COST CTR.:** _____ **PAID BY: STATE** ☐ **LESSOR** ☐

911 STREET ADDRESS: _____ **DISCONNECT DATE:** _____

CITY: _____

		PROVIDER	PHONE NO.
ELECTRICITY	Name:		
	Address:		
GAS	Name:		
	Address:		
WATER / SEWER	Name:		
	Address:		

911 STREET ADDRESS: _____ **LE NO.** _____ **COST CTR.** _____

CITY: _____ **PAID BY: STATE** ☐ **LESSOR** ☐

JANITORIAL SERVICES FURNISHED: **Yes** ☐ **No** ☐ **CONNECT DATE:** _____

GROUNDS MAINTENANCE : LESSOR REQUIRMENT

ADDITIONAL COMMENTS: _____

TO BE COMPLETED BY

_____ _____

Lease Agent ***Phone No.*** ***Date***

_____

Lease Administration ***Phone No.*** ***Date***

TO BE COMPLETED BY *GENERAL SERVICES*

_____ _____

Facility Administrator ***Phone No.*** ***Date***

_____ _____

Fiscal Services ***Phone No.*** ***Date***

RETURN A COPY TO AFTER ESTABLISHMENT OF ALL APPLICABLE UTILITY SERVICES

SUBSTITUTE W-9 TAX *(FORM E)*
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

1. Please complete general information:

Taxpayer Name_____ Phone Number_____

Business Name (if applicable) _____

Address_____

City_____ State_____ ZIP Code_____

2. Circle the most appropriate category below: (please circle only one)

1) Individual (not an actual business)

2) Joint account (two or more individuals)

3) Custodian account of a minor

4) a. Revocable savings trust (grantor is also trustee)
b. So-called trust account that is not a legal or valid trust under state law

5) Sole proprietorship (using a social security number for the taxpayer ID)

6) Sole proprietorship (using a federal employer identification number for taxpayer ID)

7) A valid trust, estate, or pension trust

8) Corporation

9) Association, club, religious, charitable, educational, or other note-profit organization (for entities that are exempt from federal tax, use category 13 below)

10) Partnership

11) A broker or registered nominee

12) Account with the US Department of Agriculture in the name of a public entity that receives agricultural program payments

13) Government agencies and organizations that are tax-exempt under Internal Revenue Service guidelines (i.e., IRC 501(c)3 entities)

3. Fill in your taxpayer identification number below: (please complete only one)

1) If you circled number 1-5 above, fill in your Social Security Number.

_____ _____ _____ - _____ _____ - _____ _____ _____ _____

2) If you circled number 6-13 above, fill in your Federal Employer Identification Number (EIN).

_____ _____ - _____ _____ _____ _____ _____ _____ _____

4. Sign and date the form:

Certification - Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number. If I circled category 13 above, I also certify that my agency of organization is tax-exempt per Internal Revenue Service guidelines and not subject to backup withholding.

Signature_____ Date_____

Title (if applicable) _____

(Form F)

TO ALL PROPOSERS

PROPOSAL #_____

The State of Tennessee may consider an Option to Purchase: If you wish to offer your property for sale, please complete the following and return to:

Office of Real Property Administration
William R. Snodgrass, Tennessee Tower
22nd Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1102

Date Option Exercised:	**Purchase Price:**
During First year of Lease	$_____
During Second year of Lease	$_____
During Third year of Lease	$_____
During Fourth year of Lease	$_____
During Fifth year of Lease	**$**_____
During Sixth year of Lease	**$**_____
During Seventh year of Lease	**$**_____
During Eighth year of Lease	**$**_____
During Ninth year of Lease	**$**_____
During Tenth year of Lease	**$**_____

_____
Proposer Date

I do not wish to offer the property for sale at this time for the following reason:

_____
_____
_____

_____
Proposer Date

Rev. 2008

(Exhibit 1) STANDARD FORM FOR LEASE

AGENCY: _____
ALLOTMENT CODE: _____

This Instrument Prepared By:
State of Tennessee

William R. Snodgrass Tennessee Tower
22nd Floor, 312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1102

NO.

This Lease, entered into as of this _____ day of _____, 19_____, by and between _____, hereinafter called the Lessor, and the State of Tennessee, hereinafter called the State:

WITNESSETH:

1. **LOCATION**. The Lessor hereby Lease s unto the State those certain premises with the appurtenances situated in the county of _____, City of _____ , located at _____.

2. **DESCRIPTION**. The premises above are more particularly described as follows:

   Being (part of) the same property further described in last recorded instrument conveyed to the Lessor in Deed Book _____, Page _____, recorded in the Register's Office, _____ County, Tennessee.

3. **TERM**. The term of this Lease shall commence on_____and shall end on _____, with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this Lease. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this Lease on the commencement date specified above.

4. **RENTAL**. The State shall pay rental in arrears on the last day of the payment period as follows: annual rent of **$**_____, payable in installments of **$**_____ per _____. Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified, based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 6, or to such other address as the Lessor may designate by a notice in writing.

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

5. **TERMINATION FOR CONVENIENCE**. The State may terminate this Lease at any time by giving written notice to the Lessor at least _____ days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.

5A. **TERMINATION FOR CAUSE**. The State may in its sole discretion terminate this Lease at any time for any of the following causes: (a) Failure of the Lessor to provide any of the services required under the terms of this Lease ; (b) Failure by the Lessor to make such modifications, alterations or improvements as may be necessary to insure that the Lease d premises are brought up to, and maintained at, codes for building construction, health, fire and life safety, and handicapped accessibility applicable to the Lease d premises, except where deficiencies are caused by the State; (c) Failure to disclose any conflict or potential conflict of interest existing at the date of this Lease or hereafter created; (d) Termination or consolidation of the State operations or programs housed in the Lease d premises because of loss of funding; (e) Lack of funding by the appropriate Legislative Body for obligations required of the State under this Lease ; (f) Misrepresentations contained in the response to the request for Proposal or committed during the negotiation, execution or term of this Lease ; (g) The availability of space in State-owned property, provided that no cancellation for this reason may take place until the Lease has been in effect for one year; and (h) Any other breach of the terms of this Lease by Lessor which is not adequately remedied within twenty (20) days of the mailing of written notice thereof to Lessor.

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

   _____
   _____
   _____
   _____
   _____

   To the State at: Department of Finance & Administration
   Office of
   William R. Snodgrass Tennessee Tower
   22nd Floor, 312 Rosa L. Parks Avenue
   Nashville, Tennessee 37243-1102

7. **ASSIGNMENT AND SUBLETTING**. The State shall not assign this Lease without the written consent of the Lessor, but shall in any event have the right to sublet the Lease d premises.

8. **INSPECTION**. The Lessor reserves the right to enter and inspect the Lease d premises, at reasonable times, and to render services and make any necessary repairs to the premises.

9. **ALTERATIONS**. The State shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the Lease d premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Lease d premises under this Lease or any prior Lease of which this Lease is an extension or renewal shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this Lease or any renewal or extension thereof, or within a reasonable time thereafter.

SAMPLE

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

11. **QUIET POSSESSION**. The Lessor agrees that the State in keeping and performing convenants contained herein on the part of the State to be kept and performed, shall at all times during the existence of this Lease peaceably and quietly have, hold and enjoy the Lease d premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.

12.A **REPAIR AND MAINTENANCE**. During the Lease term, the Lessor shall maintain the Lease d premises and appurtenances which he provides in good repair and tenantable condition, including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition except in case of damage arising solely from a willful or negligent act of the State's agent, invitee, or employee. Lessor's obligations shall also include, but are not limited to, periodic painting to the satisfaction of the State, furnishing and replacing electrical light bulbs, fluorescent tubes **monthly**, ballasts and starters, and air conditioning and ventilating equipment filters. In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply therewith, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

12B **GROUNDS MAINTENANCE.** The successful Proposer shall include but not limited to the following tasks: Weekly lawn cutting during the growing season, debris pick-up, leaf removal, mulching of planting beds, maintain any landscaping, snow removal from entrances and parking areas, and general exterior maintenance.

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

14. **DESTRUCTION**. If the Lease d premises are totally destroyed by fire or other casualty, this Lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the Lease d premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option, may terminate this Lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under this Lease and any other Lease between Lessor and State.

In the event of any such destruction other than total, where the State has not terminated the Lease, as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of said Lease d premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten (10) percent or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten (10) percent, the State shall have the option to terminate this Lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this Lease and any other Lease between Lessor and State.

In the event the State remains in possession of said premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded form occupying bears to the total net square feet in the Lease d premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

******

PARAGRAPH 15: CHOOSE ONE OF THE FOLLOWING AND DELETE OTHER PARAGRAPH 15

******

15. **SERVICES AND UTILITIES**. The Lessor shall furnish to the State, during Lease term, at Lessor's sole cost, all utilities (except telephone), hot and cold water, heat equipment and air conditioning equipment. In addition, the Lessor shall furnish to the State, during the Lease term, at Lessor's cost, the following services and supplies: (Enter "X" in each applicable box)

☐ (1) Janitor Services & Supplies ☐ (3) Elevator Service

☐ (2) Drinking Fountains ☐ (4) Restroom Supplies

The janitorial service, if provided above, shall be provided in accordance with the following schedule: Daily - Dust all furniture, counters, cabinets and window sills; sweep all floors, empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls, yard care; remove snow from entrance ways and parking areas if present; clean the parking area; and replace light bulbs, tubes, ballasts and starters if necessary. Weekly-Mop all floors and dust all venetian blinds. Vacuum carpets, if any. Every Other Month-Strip and wax all floors. Semi-Annually-Wash all windows, venetian blinds, light fixtures, walls and painted surfaces.

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

However, the State will reimburse the Lessor annually for the cost of utilities associated with and properly allocable to the premises Lease d by the State in excess of $1.75 per square foot. Lessor shall provide the State, on an annual basis at the end of each anniversary period of this Lease, a detailed list of costs subject to State reimbursement under this paragraph. Payment shall be made on the last day of the month following receipt of such list.

In order for any expenses to be reimbursable hereunder by the State, the costs incurred by the Lessor must have been reasonable and necessary as well as the costs being reasonable and actual. The Lessor shall maintain documentation for all charges against the State under this Lease. The books, records and documentation of the Lessor, insofar as they relate to reimbursement by the State for costs incurred, whether in whole or in part, shall be maintained in conformity with generally accepted accounting principles for a period of three (3) full years from the date of what amounts to the final payment under this Lease , and shall be subject to audit, at any reasonable time and upon reasonable notice by the Comptroller of the Treasury or his duly appointed representative or a licensed independent public accountant.

15. **SERVICES AND UTILITIES**. The Lessor shall furnish to the State, during Lease term, at Lessor's sole cost, the following services, utilities and supplies: (Enter "X" in each applicable box)

☐ (1) All utilities (except telephone) ☐ (4) Elevator Service ☐ (6) Restroom Supplies

SAMPLE

☐ (2) Janitor Services & Supplies ☐ (5) Hot and Cold Water Equipment ☐ (7) Heat Equipment

☐ (3) Drinking Fountains ☐ (8) Air Conditioning Equipment

The janitorial service, if provided above, shall be provided in accordance with the following schedule: Daily - Dust all furniture, counters, cabinets and window sills; sweep all floors, empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls, yard care; remove snow from entrance ways and parking areas if present; clean the parking area; and replace light bulbs, tubes, ballasts and starters if necessary. Weekly-Mop all floors and dust all venetian blinds. Vacuum carpets, if any. Every Other Month-Strip and wax all floors. Semi-Annually-Wash all windows, venetian blinds, light fixtures, walls and painted surfaces.

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

16. **SERVICES CREDIT**. Lessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor pursuant to Paragraph 15 hereof and that should the State vacate the premises prior to the end of the term of this Lease , or, if after notice in writing from the State, all or any part of such services, utilities or supplies for any reason are not used by the State, then, in such event, the monthly rental rate as to each month or portion thereof as to which such services, utilities or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

17. **TIME OF ESSENCE**. Time is of the essence of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

18. **HOLDING OVER**. In the event the State remains in possession of the premises after the expiration of the Lease term, or any extension thereof, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

19. **FINANCIAL INTEREST**. The Lessor has provided to the State a list of names and addresses of persons, associations, or corporations who hold any financial interest in the above Lease d property; such list shall be immediately revised in the event of a transfer of any such interest.

20. **CODES**. The Lessor shall maintain the Lease d premises in accordance with all fire, building and life safety codes and The Americans with Disabilities Act.

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

22. **PEST CONTROL**. The Lessor shall maintain the premises in a condition that is free of pests, rodents, and other vermin.

23. The Lessor fully understands that this Lease is not binding except and until all appropriate State officials' signatures have been fully obtained, approval of this Agreement has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessor.

24. **PAYMENT OF TAXES***: Lessor, by virtue of leasing property to the State, does not become a State agency, entity, or employee and is not entitled to any rights, privileges or immunities pertaining to the State or its agencies and instrumentalities. Lessor shall pay all applicable taxes by virtue of ownership of the property subject to this Lease and is not authorized to pass through the amount of such taxes to the State.*

25. Prior to the execution of this Lease, the special provisions that are described below and/or attached hereto and incorporated by reference were agreed upon.

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

LESSOR	**STATE OF TENNESSEE**
BY: _____	**BY:** _____ **Head of Agency**
	BY: _____ **M. D. Goetz Jr., Commissioner** **Finance & Administration**
	BY: _____ **Attorney General** **(Approved as to Form & Legality)**

SAMPLE

(Exhibit 2)

Tennessee Code Annotated Sections Referenced Sections

Tennessee Code: Title 62 Professions, Businesses and Trades: Chapter 2 Architects, Engineers, Landscape Architects and Interior Designers : Part 1 -General Provisions : 62-2-107. Employment of licensees on public works - Excluded public works.

(a) Neither the state, nor any county, city, town or village, or other political subdivision of the state, shall engage in the construction or maintenance of any public work involving architecture, engineering or landscape architecture for which the plans, specifications and estimates have not been made by a registered architect, registered engineer or registered landscape architect.
(b) Nothing in this section shall be held to apply to such public work wherein the contemplated expenditure for the complete project does not exceed twenty-five thousand dollars ($25,000), and such work does not alter the structural, mechanical or electrical system of the project.
(c) For the purposes of this chapter, "public work" does not include construction, reconstruction or renovation of all or any part of an electric distribution system owned or operated directly or through a board by a municipality, county, power district or other subdivision of the state of Tennessee, that is to be constructed, reconstructed or renovated according to specifications established in the American National Standard Electrical Safety Code, the National Electrical Code, or other recognized specifications governing design and construction requirements for such facilities. Notwithstanding the foregoing, "electrical distribution system" does not include any office buildings, warehouses or other structures containing walls and a roof which are to be open to the general public.

[Acts 1979, ch. 263, § 36; T.C.A., § 62-236; Acts 1988, ch. 990, § 9; 1994, ch. 644, § 3.]

Tennessee Code : Title 68 Health, Safety and Environmental Protection : Safety : Chapter 120 Building Regulations : Part 2 -Public Building Accessibility : 68-120-201 thru 68-120-205

68-120-201. Short title. -
This part shall be known and may be cited as the "Tennessee Public Buildings Accessibility Act."
[Acts 1970, ch. 484, § 1; T.C.A., §§ 53-2544, 68-18-201.]

68-120-202. State policy. -
It is declared to be the policy of the state of Tennessee to make all public buildings accessible to and functional for persons who are physically handicapped
[Acts 1970, ch. 484, § 2; T.C.A., §§ 53-2545, 68-18-202.]

68-120-203. Definitions. -
As used in this part, unless the context otherwise requires:
(1) "Physically handicapped" means handicapped on account of sight disabilities, hearing disabilities, disabilities of in coordination, disabilities of aging, and any other disability that significantly reduces mobility, flexibility or perceptiveness;
(2) "Public building" means any building, structure, or improved area owned or Lease d by the state of Tennessee or its political subdivisions, and any building, structure, or improved area used primarily by the general public as a place of gathering or amusement, including, but not limited to, theaters, restaurants, hotels, factories, office buildings, stadiums, hospitals, voting areas, shopping areas, convention centers and all other public accommodations; and
(3) "Responsible authority" means the local building inspector and:
(A) The state building commission, with respect to state public buildings, as provided in § 4-15-106(a); and
(B) The state fire marshal, with respect to public buildings reviewed under authority of § 68-120-101(d).

[Acts 1970, ch. 484, § 3; 1974, ch. 545, § 1; T.C.A., § 53-2546; Acts 1983, ch. 370, § 1; 1983, ch. 372, § 2; T.C.A., § 68-18-203.]

68-120-204. Buildings and public entertainment facilities to be accessible to handicapped - Minimum specifications.

(a) **(1)** Any public building that is constructed, enlarged, or substantially altered or repaired after July 1, 2006, shall be designed and constructed pursuant to specifications, approved by the responsible authority, making such building accessible to and usable by physically handicapped persons. The minimum specifications, except as provided in subdivision (a)(2) and § 68-120-205, shall be the 2002 North Carolina Accessibility Code with 2004 amendments, and any further amendments, supplements or subsequent editions, or any other code as the state fire marshal determines by rule, or the currently enforced Uniform Federal Accessibility Standards (UFAS), or the currently enforced Americans with Disabilities Act Accessibility Guidelines (ADAAG). The minimum specifications for a project shall be those in effect at the time the project is submitted to the responsible authority for final approval of the construction, enlargement, alteration, or repair.

(2) For public buildings for which a local building inspector is the responsible authority, a local government may select handicapped accessibility specifications from the codes or publications listed in subdivision (a) (1) or from the codes or publications of other nationally recognized agencies or organizations.

(3) All public buildings constructed or remodeled in accordance with the standards, and requirements of this part, or containing facilities that are in compliance therewith, shall display a symbol, which is white on a blue background. The specifications for this symbol shall be furnished by the department of transportation indicating the location of such facilities designed for the physically handicapped. When a building contains an entrance other than the main entrance which is ramped or level for use by the physically handicapped persons, a sign showing its location shall be posted at or near the main entrance which shall be visible from the adjacent public sidewalk or way.

(b) All auditoriums, theaters, gymnasiums, stadiums, and other public entertainment facilities must provide accommodations in level or nearly level locations from which persons confined in wheelchairs may see and hear the offered entertainment as well as persons regularly seated in the facility.

(c) All accommodations required by subsection (b) shall comply with subsection (a), and with state and local fire safety requirements for emergency egress.

[Acts 1970, ch. 484, § 4; 1974, ch. 545, § 2; 1977, ch. 429, § 1; 1979, ch. 333, § 1; impl. am. Acts 1981, ch. 264, § 12; T.C.A., § 53-2547; Acts 1983, ch. 372, § 3; 1984, ch. 803, § 1; T.C.A., § 68-18-204; Acts 1996, ch. 828, § 1; 2005, ch. 284, § 4.]

68-120-205. Enforcement of part - Date for compliance - Waivers as to particular buildings and provisions. -

(a) The responsible authority shall be responsible for the enforcement of this part as to any public building.

(b) Any unauthorized deviation from these standards and specifications shall be rectified by full compliance within one hundred twenty (120) days after discovery of the deviation. The failure thereafter to so rectify is a Class C misdemeanor for each day of noncompliance; except that in cases of practical difficulty, unnecessary hardship, or extreme difference, the responsible authority may grant exceptions from the requirements of this part, but only when it is clearly evident that equivalent facilitation and protection are thereby secured. No penalty or fine shall be assessed against the federal, state, or local government on account of noncompliance with these provisions.

(c) This part applies to temporary or emergency constructions as well as permanent buildings.

[Acts 1970, ch. 484, § 5; 1974, ch. 545, § 3; 1976, ch. 750, § 1; T.C.A., § 53-2548; Acts 1983, ch. 372, § 4; 1989, ch. 591, § 113; T.C.A., § 68-18-205.]

SECTION 01411
REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 CODES AND REGULATIONS

A. The Regulatory Requirements used for State Building Commission projects are listed below as a convenience and may not be inclusive of all that apply. Others may also apply. Comply with all pertinent codes, standards, regulations and laws.

	DOCUMENT	SOURCE	PHONE
1.	1999 Standard Building Code 1997 Standard Plumbing Code 1999 Standard Gas Code 1997 Standard Mechanical Code	Southern Building Code Congress International, Inc. 900 Montclair Road Birmingham, AL 35213	(205) 591-1853
2. **3.**	2000 NFPA 101- Life Safety Code 1999 NFPA 70- National Electrical Code	National fire Protection Association Customer Service and Sales 11 Tracy Drive Avon, MA 02322	(800) 344-3555
4.	1996 American National Safety Code (elevators, etc.) ANSI A17-1	American National Standards Institute 345 East 47th Street New York, NY 10017	(800) 843-2763
5. **6.**	1996 Tennessee Elevator Code And its Supplements 1997 Edition of Boiler and Unfired Pressure Vessel Inspection Law, Rules, and Regulations.	TN Dept. of Labor Division of Boiler & Elevator Inspection 3rd Floor Andrew Johnson Tower 710 James Robertson Parkway Nashville, TN 37243	(615) 741-2123
7.	1995 CABO Model Energy Code	Int'l Conference of Building Officials 1704 East 123rd Terrace Olathe, Kansas 66061-5874	(800) 284-4406
8. **9.**	ASHRAE Std 90.1-1999 Energy Standards for Buildings except Low – Rise Residential Buildings ASHRAE Std 90.2-1993 Energy – Efficient Design of New Low - Rise Residential Buildings ASHRAE Std 62-1999 Ventilation for Acceptable Indoor Air	ASHRAE 1791 Tullie Circle NE Atlanta, GA 30329	(800) 527-4723
10. **11.**	Rules of TN Dept. of Commerce & Insurance Ch 0780-2-1, Electrical Installations Ch 0780-2-2, Codes and Standards Ch 0780-2-3, Plans and Specs Review Ch 0780-2-18, Equitable Restrooms ANSI/ ICC A117.1 – 1998 "Accessible and Usable Buildings And Facilites"; **or,** North Carolina State Building Code Volume 1-C, 1991 w/ 1996 revisions "Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped."	TN Dept. of Commerce and Insurance Div. Of Fire Prevention & Plans Review 3rd Floor Davy Crockett Tower 500 James Robertson Parkway Nashville, TN 37243-1162 *NC code also available from* NC Dept. of Insurance P.O. Box 26387 Raleigh, NC 27611	(615) 741-7190 (919) 733-3901
12.	Uniform Federal Accessibility Standards (UFAS), Fed-Std-795, April 1, 1988	ATBCB ATTN: OCE Suite 1000 @ 1331 F Street NW Washington, DC 20004	(202) 272-5434 (800) 872-2253

END OF SECTION

01411-1