

---

# REQUEST FOR PROPOSALS

---

## Warehouse Space

Located in:  
Knoxville, Knox County, Tennessee

**RFP TRANSACTION NUMBER:  
17-001**

**UNIVERSITY OF TENNESSEE**



### RFP CONTENTS

#### SECTIONS:

1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
3. PROPOSAL REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. PROPOSAL EVALUATION & LEASE AWARD

#### ATTACHMENTS:

- 6.1.1. Proposal Package Cover Sheet
- 6.1.2. Proposal Statement of Certifications & Assurances
- 6.2. Mandatory Requirements Proposal
- 6.3. Cost Proposal and Evaluation Matrix
- 6.4. Landlord Delivery Requirements
- 6.5. Standard Form of Lease
- 6.6. Location Boundary

**Release Date: August 20, 2017**

## 1. INTRODUCTION

---

### 1.1. Statement of Procurement Purpose

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

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

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

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

#### 1.2.1. LOCATION

Approximately four (4) miles from UT Knoxville campus. Generally bounded on the North by Merchants Drive at Clinton Highway, by the East at Holston Hills Road and Boyds Bridge Road, by the South at Maryville Pike and Rudder Road and by the West at Northshore Drive and Kingston Pike. Knox County, Tennessee as shown in Attachment 6.6. Boundaries are approximate and warehouses outside the general boundaries may be considered.

#### 1.2.2. SPACE REQUIREMENT

The initial space requirement is approximately 30,000 square feet of contiguous storage space. Proposals with square footages having a 20% deviation (up or down) will be considered. Additional space requirements include –

- Availability of high speed internet
- Two (2) overhead bay doors preferable (minimum 1)
- Loading dock (preferable)
- Minimum ceiling height 16' – 20'
- Restroom facility
- Small office (preferable)
- Availability of cleaning services as requested, typically once a month

#### 1.2.3. PARKING REQUIREMENT

Tenant desires to have safe, convenient and accessible, lighted parking. Tenant will require, as a minimum, 10 spaces. The parking provided shall include handicap parking to meet relevant code requirements.

#### 1.2.4. INITIAL TERM

Tenant requests the Landlord propose a one (1) year term with four (4) one (1) year renewal options. The tenant shall have the right to terminate the lease agreement at any time with 120 days-notice.

#### 1.2.5. TERM COMMENCEMENT

The Lease Term will commence on or before September 30, 2017.

#### 1.2.6. TERMS AND CONDITIONS

The RFP Attachment 6.5., Standard Form of Lease details the State's desired terms and conditions and substantially represents the lease that the successful Proposer must sign. In order

to submit a Proposal on the State's desired Terms and Conditions, the cost proposal response in RFP Attachment Section 6.3., Cost Proposal, must be filled out in its entirety and exactly as requested. However, the State is willing to consider alternative terms and conditions to those set forth in the Standard Form of Lease including Exhibit A (RFP Attachment 6.5.). Any proposed alterations on which the Proposer is basing an alternative proposal, shall be identified as a red-line document of the RFP Attachment 6.5., Standard Form of Lease, in conjunction with a corresponding red-line document of the cost proposal response in RFP Attachment Section 6.3., Cost Proposal. While the State is willing to consider alternative terms and conditions, the State has no obligation to consider or to agree to any proposed alterations. Proposers may suggest Proposed Alternative Terms, such as variations on the following items (this list is intended to be representative and not exhaustive):

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

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

### 1.3. **Nondiscrimination**

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

### 1.4. **RFP Communications**

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

**RFP TRANSACTION NUMBER** \_\_\_\_\_

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

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

Office of Real Property & Space Administration  
c/o Adam Foster  
5723 Middlebrook Pike, Suite 200  
Knoxville, TN 37996-0045  
Phone: (865) 974-2441  
Email: afoste17@tennessee.edu

1.4.2.2. Intentionally Deleted

1.4.2.3. Notwithstanding the foregoing, potential proposers may contact:

- a. Intentionally Deleted
- b. the following individual designated by the University to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Office of Real Property & Space Administration  
c/o Adam Foster  
5723 Middlebrook Pike, Suite 200  
Knoxville, TN 37996-0045  
Phone: (865) 974-2441  
Email: afoste17@tennessee.edu

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

## **1.5. Assistance to Proposers With a Handicap or Disability**

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

## **1.6. Proposer Required Review & Waiver of Objections**

- 1.6.1. Each Proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.5., Standard Form of Lease including Exhibit A, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively, "Questions and Comments").
- 1.6.2. Any Proposer having Questions and Comments concerning this RFP must provide such in writing to the University no later than the Written Questions and Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the University, in writing, by the Written Questions and Comments Deadline.

**1.7. Intentionally Deleted**

**1.8. Notice of Intent to Propose**

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

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

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

**1.9. Proposal Deadline**

A Proposer must ensure that the University receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. The proposal must respond, as required, to this RFP (including its attachments), as may be amended. The University will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal. Proposals may be delivered in person, by United States mail, or other couriers. Facsimile and electronically transmitted (email) Proposals are not acceptable. It is the Proposer's responsibility to ensure that its proposal is mailed or delivered in sufficient time to arrive at the University's Real Property Department by the submission deadline.

## 2. SCHEDULE OF EVENTS

### 2.1. RFP Schedule of Events

EVENT	TIME (eastern time zone)	DATE (all dates are state business days)
1. RFP Advertised		August 20, 2017
2. Intentionally Deleted		
3. Intentionally Deleted		
4. Notice of Intent to Propose		August 25, 2017
5. Written "Questions & Comments" Deadline		August 25, 2017
6. University Response to Written "Questions & Comments"		August 30, 2017
7. <b>Proposal Deadline</b>	2:00 p.m.	September 5, 2017
8. Intentionally Deleted		
9. University Opening of Cost Proposals		September 5, 2017
10. University Completion of Cost Proposal Evaluations		September 11, 2017
11. University Notice of Intent to Award Issued <u>and</u> RFP Files Opened for Public Inspection		September 15, 2017
12. Executive Sub Committee of the State Building Commission Approval Sought (if required)		TBD

13. Lease is circulated to successful Proposer for signature		September 25, 2017
14. Lease Signature Deadline		TBD
15. Lease Commencement/Occupancy Date		No later than September 30, 2017

- 2.2. The University reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events, except for changes to the Lease Commencement/Occupancy Date agreed to with the Best Evaluated Proposer, shall constitute an RFP amendment, and the University will communicate such to potential proposers from whom the University has received a Notice of Intent to Propose (refer to RFP Section 1.8).

### 3. PROPOSAL REQUIREMENTS

---

#### 3.1. Proposal Form

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

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

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

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

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

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

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

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

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

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

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

3.1.2.2. An Alternate Cost Proposal should be submitted with a red-line modification of the RFP Attachment 6.3, Cost Proposal and a red-line modification of Attachment 6.5., Standard Form of Lease including Exhibits A, if applicable.

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

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



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

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

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

### 3.2. STATEMENT OF FINANCIAL INTERESTS

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

### 3.3. SUBMISSION OF PROPOSALS

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

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

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

Office of Real Property & Space Administration  
c/o Adam Foster  
5723 Middlebrook Pike, Suite 200  
Knoxville, TN 37996-0045  
Phone: (865) 974-2441  
Email: afoste17@tennessee.edu

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

3.3.3.1 One (1) original of the Mandatory Requirements Proposal paper document must be placed in a sealed package labeled:  
**“RFP TRANSACTION # [RFP NUMBER] MANDATORY REQUIREMENTS PROPOSAL ORIGINAL”**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**3.4. Proposal & Proposer Prohibitions**

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

- d. any individual, company, or other entity involved in assisting the University in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the University as having information that would afford an unfair advantage over other Proposers).

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

### **3.5. Proposal Errors & Revisions**

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

### **3.6. Proposal Withdrawal**

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

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

### **3.7. Proposal Preparation Costs**

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

### **3.8 Proposal Evaluation and Award**

3.8.1 The award made shall be in the best interests of the University, as determined solely by the University to be the best evaluated proposal. The University reserves the right to accept or reject any and all proposals, to waive any informalities in a proposal, and, unless otherwise specified in writing by the Proposer, to accept any items in the proposal.

3.8.2 All responses become a matter of public record after the evaluation is completed. The University accepts no responsibility for maintaining the confidentiality of any information submitted in a response to the RFP, whether labeled as confidential or not.

## **4. GENERAL LEASING INFORMATION & REQUIREMENTS**

### **4.1. RFP Amendment**

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

### **4.2. RFP Cancellation**

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

#### **4.3. University Right of Rejection**

- 4.3.1. Subject to applicable laws and regulations, the University reserves the right to reject, at its sole discretion, any and all proposals.
- 4.3.2. The University may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP.

#### **4.4. Disclosure of Proposal Contents**

- 4.4.1. Each proposal and all materials submitted to the University in response to this RFP become the property of the University of Tennessee. Selection or rejection of a proposal does not affect this ownership right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.4.2. The University will hold all proposal information in confidence during the evaluation process.
- 4.4.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice or Notice of Intent to Award as applicable, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

#### **4.5. Severability**

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

## 5. PROPOSAL EVALUATION & LEASE AWARD

---

### 5.1. Intentionally Deleted.

### 5.2. Intentionally Deleted.

### 5.3. Evaluation Process

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

#### 5.3.1. **Mandatory Requirements Proposal Evaluation.**

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

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

5.3.2. **Cost Proposal Evaluation.** After evaluation under Section 5.3.1. above, the RFP Coordinator will review the Base and/or Alternate Cost Proposal(s) submitted by each apparent Responsive and Responsible Proposer. The RFP Coordinator will assess whether each Cost Proposal complies with RFP requirements without qualification. The RFP Coordinator will document, in writing, any determination (and the specific reasons therefore) that a Cost Proposal is non-compliant with requirements such that the Proposer is non-responsive to the RFP. If a respondent proposes alternate terms that the University desires to accept, all other proposers will be requested, in writing, to provide a proposal to the University including those same alternate terms within not less than three (3) business days of the date of receipt of the request from the University for a subsequent proposal. The RFP Coordinator will then calculate the "Average Annual Effective Cost" to the University for each compliant and responsive Cost Proposal that is determined to meet the University's desired terms. The Average Annual Effective Cost is calculated by dividing the total expense anticipated to be paid by the University for the leased premises for each year of the lease term proposed, including base rent and any applicable Standard Cost Estimates for the proposed square footage, by the lease term proposed. Standard Cost Estimates for this RFP which will be used for any expenses not included in base rent are set forth on RFP Attachment 6.3, Cost Proposal. Upon completion of the calculation set forth above, the RFP Coordinator will prepare a list (the "Evaluation List") of the proposals that were calculated in order from lowest Average Annual Effective Cost to highest. All evaluations will be completed in compliance with the University of Tennessee Lease Procurement Policies & Procedures, which may be found at [http://policy.tennessee.edu/fiscal\\_policy/fi0625/](http://policy.tennessee.edu/fiscal_policy/fi0625/).

### 5.4. Lease Award Process

- 5.4.1 After the evaluation process is complete, the RFP Coordinator will forward the Final Total Proposal Scores to the proper officials of the University of Tennessee who will consider the same to determine which Proposal should be accepted. The University of Tennessee shall issue a notice of intent to award the lease to all Proposers.
- 5.4.2 Upon issuance of the Notice of Intent to Award, the University will make the RFP files available for public inspection.

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

- 5.4.3. The Proposer identified in the Notice of Intent to Award must sign a lease approved by the University pursuant to this RFP. The lease terms and conditions shall be substantially the same as those in RFP Attachment 6.5., Standard Form of Lease including Exhibits A-C except as modified by the University. The Proposer must sign the lease no later than Lease Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed lease by the deadline, the University may determine that the Proposer is non-responsive to this RFP and reject the proposal. Once the evaluation is complete and a Proposer has been selected, the University reserves the right to finalize the terms and conditions of the lease.

## **5.5 RFP Files Open**

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

## **5.6. Protest Process**

Any protests or appeals of protests pursuant to this RFP or the Notice of Intent to Award shall be handled in accordance with State Building Commission By-laws, Policy and Procedure Item 18.

## **5.7. Lease Approval and Lease Payments**

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

PROPOSAL PACKAGE COVER SHEET

**Warehouse Space**

Located in:

**Knoxville, Knox County, Tennessee**

**RFP TRANSACTION NUMBER:** \_\_\_\_\_

**UNIVERSITY OF TENNESSEE**



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

**Proposer Identification:**

Proposer \_\_\_\_\_

Address \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Proposal (as required by RFP Attachment 6.2., Proposal Evaluation Guide, Section A, Item A.2.).

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

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

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

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

**Signature:** \_\_\_\_\_

**PRINTED NAME AND TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PROPOSER LEGAL ENTITY NAME:** \_\_\_\_\_

**PROPOSER FEDERAL ID NUMBER OR SSN:** \_\_\_\_\_



**MANDATORY REQUIREMENTS PROPOSAL**

<b>Proposer Legal Entity Name:</b>	
<b>Proposed Building Address:</b>	
<b>Proposer Signature:</b>	
<b>Printed Name and Title:</b>	
<b>Date:</b>	

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

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

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

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

**COST PROPOSAL**

<b>Proposer Legal Entity Name:</b>	
<b>Proposed Building Address:</b>	
<b>Proposer Signature:</b>	
<b>Printed Name and Title:</b>	
<b>Date:</b>	

**SECTION A - PROPOSAL TERMS**

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

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

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

**SECTION A CONTINUES ON NEXT PAGE**

<b>Proposer Legal Entity Name:</b>	
<b>Proposed Building Address:</b>	

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

Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**THIS ITEM MUST BE COMPLETED**

*(use additional copies of this page as necessary)*

<b>Proposer Legal Entity Name:</b>	
<b>Proposed Building Address:</b>	

**SECTION B—RENTAL RATE**

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

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

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

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

Proposal A:

- Termination Rights— The University may terminate the Lease for convenience or for cause. See Paragraph 6 of the Lease.

Proposal B:

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

**Proposal A:** \_\_\_\_\_ Year Term with Termination for Convenience

	Rate/RSF	Annual Rental Rate
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
<b>Total Base Rent for the Proposed Term:</b>		

**SECTION B CONTINUES ON NEXT PAGE**

<b>Proposer Legal Entity Name:</b>	
<b>Proposed Building Address:</b>	

**Proposal B: \_\_\_\_\_ Year Term without Termination for Convenience**

	Rate/RSF	Annual Rental Rate
<b>Year 1</b>		
<b>Year 2</b>		
<b>Year 3</b>		
<b>Year 4</b>		
<b>Year 5</b>		
<b>Total Base Rent for the Proposed Term:</b>		

**Proposal C: \_\_\_\_\_ Year Term with Termination for Convenience**

	Rate/RSF	Annual Rental Rate
<b>Year 1</b>		
<b>Year 2</b>		
<b>Year 3</b>		
<b>Year 4</b>		
<b>Year 5</b>		
<b>Total Base Rent for the Proposed Term:</b>		

**Proposal D: \_\_\_\_\_ Year Term without Termination for Convenience**

	Rate/RSF	Annual Rental Rate
<b>Year 1</b>		
<b>Year 2</b>		
<b>Year 3</b>		
<b>Year 4</b>		
<b>Year 5</b>		
<b>Total Base Rent for the Proposed Term:</b>		

**SECTION B CONTINUES ON NEXT PAGE**

<b>Proposer Legal Entity Name:</b>	
<b>Proposed Building Address:</b>	

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

<b>Standard Cost Estimate Item</b>	<b>Standard Cost Estimate Amount</b>

*University Use – Calculation Formula*

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

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

*University Use- Calculation Results*

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

Average Annual Effective Cost for Proposal A:

**Average Annual Effective Cost for Proposal B:**

**Average Annual Effective Cost for Proposal C:**

**Average Annual Effective Cost for Proposal D:**

*University Use – RFP Coordinator Signature, Printed Name & Date:*





**Landlord's Delivery Requirements****I. General**

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

**II. Site**

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

**III. Structure**

- A. The building structure shall meet all applicable code requirements.
- B. The building foundation will satisfy minimum code requirements for allowable total and differential settlement. The building foundation and below-grade spaces shall be protected with a properly installed foundation drainage and waterproofing system.

**IV. Building Skin and Roof.**

- A. The building skin and roof will be complete and weather-tight including all exterior finish materials, cladding, sealants, glass and glazing including vision and spandrel glass, store front glass, exterior doors and hardware, membrane or built-up roofing, ballast, flashing, and other elements required to make the building weather-tight. The building skin and roof shall be sufficiently weather tight to prevent weather damage to Tenant's furniture, fixtures, equipment and other property.
- B. The exterior building perimeter, roof, and foundation shall be insulated in accordance with energy code requirements.

**V. Building Common Areas.**

- A. Exit stairways shall be provided on each floor per code and ADA requirements. Stairways shall be complete with lighting, handrails, treads and risers, doors and hardware, emergency lights, and exit signs.
- B. Common areas will be finished per code requirements, complete with all floor, wall, and ceiling finishes, lighting, emergency lights, and exit signs.

**VII. Fire Protection and Life Safety Systems.**

- A. The base building shall include a fully functioning, approved, automatic fire protection system installed in accordance with applicable codes and regulations.

**VIII. Window Treatment.**

The base building shall include building standard window treatments on the exterior Tenant windows.

**IX. Intentionally Deleted.**

**X. Communications.**

Landlord at Landlord's expense will bring high speed internet, as provided by the local data/cable operating company, to the warehouse.

**XI. Lighting.**

- A. Landlord shall furnish and install lights in all common areas.

**XII. Intentionally Deleted.**

**XIII. HVAC – if applicable.**

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

**XIV. Intentionally Deleted.**

**XV. Intentionally Deleted.**

**XVI. Keys.**

- A. Landlord shall supply Tenant sufficient keys, at a reasonable cost, to allow access to the Premises, parking areas and other common areas of the Property.

**STANDARD FORM OF LEASE**  
(see attached)

AGENCY: \_\_\_\_\_  
 ALLOTMENT CODE: \_\_\_\_\_ COST CENTER: \_\_\_\_\_

This Instrument Prepared By:  
 University of Tennessee  
 Real Property and Space Administration  
 Suite 200  
 5723 Middlebrook Pike  
 Knoxville, TN 37996-0045

LE NO. \_\_\_\_\_

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

*University is Tenant*

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

**LEASE**

1. Date of this Lease: \_\_\_\_\_  
 Name and Address of Building:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Tenant: **University of Tennessee**  
 Landlord Name and Address:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

4. Number of Warehouse Units: \_\_\_\_\_

5. Term of Lease: 1\_year(s) with four (4) one (10 year options to extend  
 Commencement Date of Lease Term  
**(and of the obligations hereunder):** \_\_\_\_\_  
 Expiration Date of Lease Term: \_\_\_\_\_

6. Termination for Convenience: Tenant may terminate this Lease at any time by giving written notice to Landlord at least 120 days prior to the date the termination becomes effective.

Monthly Rental Installments Table			
7. Lease Year(s)	Annual Rental	Monthly Rental Installments	Rental Rate Per Apartment Unit
	\$	\$	\$

8. **Utilities & Services:**  
 All utilities are included in the Monthly Rental Installments.  
 The following utilities are not included in the Monthly Rental Installments: \_\_\_\_\_  
 Tenant is solely responsible for payment of the following separately metered utilities:  electric  gas  water/sewer  
 Janitorial services are not included in the Monthly Rental Installments but will be provided monthly at a rate of \$ \_\_\_\_\_.

9. **Improvements (check any that apply):** Leasehold Improvement Allowance: \$N/A per Rentable Square Foot  
 A. Existing Space (New Tenant or Renewal)  B. Landlord to build out space pursuant to Exhibit \_\_\_\_\_

10.  This Lease is a sublease pursuant to that certain \_\_\_\_\_ dated effective \_\_\_\_\_ by and between \_\_\_\_\_, as landlord, and Landlord, as tenant. If not checked, this paragraph is not applicable.

11. Attached hereto and incorporated herein for all purposes are the following additional exhibits:  
 Exhibit A -- Lease Standard Terms and Conditions; Exhibit B -- Floor Plan;  
 Other -- Exhibit C -- Lease Options

<b>LANDLORD:</b> By: _____ Name: _____ Title: _____	<b>TENANT: UNIVERSITY OF TENNESSEE</b> By: _____ Michelle Crowder Interim Executive Director, Capital Projects By: _____ Herbert H. Slatery III, Attorney General & Reporter (For Form and Legality)
--	--

**LANDLORD NOTARY**

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

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

Witness my hand and seal, at office in \_\_\_\_\_, Tennessee, this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**TENANT NOTARY**

STATE OF TENNESSEE  
COUNTY OF KNOX

Before me, \_\_\_\_\_, Notary Public in and for the County and State aforesaid, personally appeared Michelle Crowder, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Interim Executive Director, Capital Projects of the University of Tennessee, the within named Tenant, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of the University of Tennessee, by himself as Interim Executive Director, Capital Projects of the University of Tennessee.

Witness my hand and seal, at office in Nashville, Tennessee, this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

University is Tenant

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

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

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

2. **RENT.** The Monthly Rental Installments for the Lease of the Leased Premises shall be payable in arrears on the last day of each and every month during the term hereof to Landlord at Landlord's address as set forth on the Lease, provided Landlord has submitted a completed the ACH Form (as defined below) to Tenant. Landlord shall not invoice Tenant for services until Landlord has completed this form and submitted it to Tenant. The Monthly Rental Installments shall be prorated for any partial calendar month during the Term. . The Monthly Rental Installments and all other sums paid to Landlord under this Lease as defined in Article 22 shall hereinafter collectively be referred to as "Rent" or "rent".

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

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

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

Landlord agrees that the Rent provided under the terms of this Section 2 is based in part upon the costs of the services, utilities, and supplies to be furnished by Landlord pursuant to Section 3 hereof and that should Tenant vacate the Leased Premises prior to the end of the term of this Lease, or, if after notice in writing from Tenant, all or any part of such services, utilities or supplies for any reason are not used by Tenant, then, in such event, the Monthly Rental Installments as to each month or portion thereof as to which such services, utilities or supplies are not used by Tenant shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

### 3. LANDLORD'S OBLIGATIONS.

#### A. Utilities:

Utilities shall be included in the Monthly Rental Installments.

#### B. Maintenance

Landlord shall be required to keep the Building and the Leased Premises in a good, attractive and safe condition, maintain and repair, in a good and workmanlike manner and in compliance with all replacement and maintenance schedules followed by prudent landlords of residential buildings, (i) the Building, including, but not limited to, the repair, maintenance and replacement of the roof, foundation and exterior

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

C. Insurance

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

D. Taxes

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

E. Cleaning Service

Landlord shall offer a cleaning service to be provided as requested by the Tenant, typically monthly as students rotate in and out of the apartment units. This service will include –

- i. Dust all furniture, counters, cabinets and window sills; sweep/mop and/or vacuum/clean carpet all floors; empty all wastebaskets; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; clean and maintain in sanitary condition kitchen and all related fixtures and appliances; sweep sidewalks, stairways and halls; and replace light bulbs, tubes, ballasts and starters if necessary.
- ii. Wash all interior windows, window blinds, and light fixtures
- iii. Wipe down walls and painted surfaces.

F. Pest Control

Landlord shall, at Landlord's expense provide monthly interior and quarterly exterior pest extermination services.

G. Intentionally Deleted

H. Other

Landlord shall also provide the following at Landlord's expense -

- i. High speed internet
- ii. Cable television service

4. Intentionally Deleted



5. Intentionally Deleted

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

7. **ENVIRONMENTAL PROVISIONS.** Following due inquiry, Landlord represents that there are no hazardous substances or hazardous wastes as defined by the Comprehensive Environmental Response and Liability Act or any hazardous wastes as defined by the Resource Conservation and Recovery Act, or any mold, PCB's, radon or asbestos containing materials, located on, in or about the Leased Premises to be occupied by Tenant. Landlord agrees that should any hazardous wastes, hazardous substances, mold, PCB's, radon or asbestos containing materials be determined to be present as a result of the acts or omissions or negligence of any person or legal entity, other than Tenant, Landlord shall indemnify, hold harmless and defend Tenant from all claims, damages, expenses or litigation resulting from the presence of such materials. If Tenant reasonably believes that hazardous substances may be present in the Leased Premises or the Building, Landlord will engage, at its expense, a qualified third party engineer to conduct an appropriate environmental survey. If hazardous substances are found or such survey indicates a risk of such hazardous substances being present in the Leased Premises or Building, then Landlord, at its expense, will make all necessary changes and/or corrections so that the Building and/or the Leased Premises are in compliance with all environmental laws and regulations. In the event Landlord discovers hazardous materials on the Leased Premises during the Term of this Lease, Landlord shall promptly notify Tenant.

8. **DEFAULT.** Tenant shall be in default of the terms of the Lease if Tenant shall fail to make a payment of any rent or additional rent, and such rent or additional rent is not paid within ten (10) days of written notice by Landlord to Tenant of non-payment of same, or in the event that Tenant shall otherwise commit an act of default under the terms hereof, and shall not cure such default within thirty (30) days of written notice by Landlord to Tenant of such default, or, if it is not possible to complete the cure by such time, Tenant has not commenced the cure within such 30 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of default by Tenant hereunder:

- A. Landlord may continue the Lease in full force and effect and shall have the right to collect rent when due. During the term Tenant is in default, Landlord may re-enter the Leased Premises with legal process and relet same, or any part thereof, to third parties for Tenant's account. Tenant shall pay to Landlord the rent due under the Lease on the date such rent is due, less the rent Landlord receives from any reletting. Landlord shall make its best efforts to relet the Leased Premises at a reasonable price. Under this paragraph, Tenant's obligations shall not exceed the total rent due for the remainder of the term.
- B. Landlord may terminate the Lease pursuant to the terms of this Section. Upon termination, Landlord shall have the right to collect an amount equal to all expenses, if any, not including attorneys' fees, incurred by Landlord in recovering possession of the Leased Premises and all reasonable costs and charges for the care of the Leased Premises while vacated by Tenant.

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

ten (10) consecutive days; or (B) more than ten (10) days during any twelve (12) month period, then Tenant shall have the right to terminate the Lease.

9. **END OF TERM.** At the termination of this Lease, Tenant shall surrender its interest in the Leased Premises to Landlord in as good condition and repair as reasonable use thereof will permit, ordinary wear and tear excepted, and will leave the Leased Premises broom clean. Tenant shall have the right, prior to said termination, to remove any equipment, furniture, trade fixtures or other personal property in the Leased Premises owned by Tenant, provided that Tenant promptly repairs any damage to the Leased Premises caused by such removal. In the event of holding over by Tenant after the expiration or termination of the Term of this Lease, Tenant shall pay rent at the then-current rate for rent as set forth in the Lease, on a monthly basis and the term shall be on a month-to-month basis.

10. **MISCELLANEOUS.** The article captions contained in the Lease are for the convenience of the parties only and shall not be considered in the construction or interpretation of any provision hereof. Landlord and its agents shall have reasonable access to the Leased Premises during all reasonable business hours for the purpose of examining same to ascertain if they are in good repair and to make reasonable repairs which Landlord may be required to make hereunder. The making of repairs by Landlord or its agents shall be coordinated with Tenant to minimize disruptions of Tenant's conduct of business in the Leased Premises. The Lease contains the entire agreement between the parties and supersedes any and all other prior oral and written agreements between the parties regarding the subject matter contained herein and may not be changed or terminated orally but only by agreement in writing and signed by all parties. Landlord and Tenant acknowledge and agree that (i) all exhibits referenced in the Lease (or in any of its exhibits) are incorporated into the Lease by reference, and (ii) any reference to "the Lease," "this Lease," "hereunder," "herein" or words of like import shall mean and be a reference to the Lease including such exhibits. No waiver by either party shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision. The Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators. Landlord has provided to Tenant a list of names and addresses of persons, associations, or corporations who hold any financial interest in the Leased Premises; such list shall be immediately revised in the event of a transfer of any such interest. The Lease Proposal Package from which this lease originated and the Landlord's response to the Lease Proposal Package (collectively, the "Proposal Package") is hereby incorporated in the Lease; provided, however, that in the event of any conflict between the terms of the Proposal Package and the Lease, the terms of the Lease shall control.

11. **DAMAGE OR DESTRUCTION.** If the Leased Premises are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord (excluding any personal property which is owned by Tenant), provided that such repairs can, in Landlord's opinion, be made within sixty (60) days after the occurrence of such damage. Landlord shall notify Tenant within fifteen (15) days of the event of casualty of its determination. Until such repairs are completed, the rent shall be abated in proportion to the part of the Leased Premises rendered unusable, but there shall be no abatement of rent for a period equal to one (1) day or less. If such repairs cannot, in Landlord's opinion, be made within sixty (60) days and Landlord nonetheless chooses to repair, then Tenant may, at its option, continue as Tenant under the Lease until such repairs are completed, during which time all rent shall abate, or Tenant may terminate the Lease. A total destruction of the Building in which the Leased Premises are located shall automatically terminate the Lease. Total destruction of the Building shall be defined as damage greater than fifty percent (50%) of the then replacement value thereof.

12. **NOTICES.** Any notice required or permitted to be given hereunder shall be sufficiently given if personally served, sent by registered or certified mail, or by reputable overnight courier, addressed to the relevant party at the addresses specified in the Lease, for Landlord, and for Tenant to: Real Estate Asset Management, 312 Rosa L. Parks Avenue, 22<sup>nd</sup> Floor, Nashville, Tennessee 37243.

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

14. **SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE.** Tenant agrees that the Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any ground or underlying lease which may now or hereafter be in effect regarding the Building or any component thereof, to any mortgage now or hereafter encumbering the Leased Premises or the Building or any component thereof, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions and restatements of such mortgage, and to any replacements and substitutions for such mortgage (collectively, "Mortgages"); provided as a condition to such subordination, any holder of the Mortgage must enter into a Subordination, Non-Disturbance and Attornment Agreement with Tenant in form reasonably acceptable to Tenant. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, or in the event of a deed in lieu of foreclosure with respect to any Mortgage covering the Leased Premises or the Building, or in the event of termination of any Lease under which Landlord may hold title, Tenant shall, at the option of transferee,

attorn to such transferee and shall recognize and be bound and obligated hereunder to such person as Landlord under the Lease, unless the Lease is terminated. Notwithstanding anything contained herein to the contrary, so long as Tenant is not in default in the payment of rent, or in the performance of any of the other terms, covenants or conditions of the Lease beyond any applicable cure periods, no mortgagee or similar person shall disturb Tenant in its occupancy of the Leased Premises during the original or any renewal term of the Lease notwithstanding any event or proceedings described in this section.

15. APPROVALS. Neither this Lease nor any amendment or modification hereto shall be effective or legally binding upon Tenant, unless and until a fully executed, original Lease has been returned to Tenant and the review and approval by all appropriate University officials and the State Building Commission, if applicable has been obtained.

16. COMPLIANCE WITH LAWS. Landlord represents and warrants to Tenant that as of the date of execution of this Lease, the Building complies with the provisions of the Americans with Disabilities Act (ADA) in all material respects. Landlord hereby indemnifies and holds harmless Tenant from and against all costs, liabilities, and causes of action occurring or arising as a result of Landlord's failure to comply with any of the requirements of the ADA or similar laws or as a result of any violation of any of the requirements of the ADA or similar laws by Landlord or its agents. Landlord shall provide all life safety equipment, including but not limited to, fire extinguishers and smoke alarms, in compliance with applicable municipal building codes.

17. FORCE MAJEURE. With the exception of the obligation of Tenant to pay rent and all other amounts that may be due from time to time under this Lease, if either party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay. In such event, this Lease and the obligations of both parties to perform and comply with all of the other terms and provisions of this Lease shall in no way be affected, impaired, or excused.

18. RECORDS RETENTION. Landlord shall maintain documentation for all charges against Tenant under the Lease. The books, records and documentation of Landlord, insofar as they relate to reimbursement by Tenant for costs incurred, whether in whole or in part, shall be maintained in conformity with generally accepted accounting principles for a period of three (3) full years from the date of what amounts to the final payment under this Lease, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Comptroller of the Treasury or his duly appointed representative or a licensed independent public accountant.

19. Intentionally Deleted.

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

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

**EXHIBIT B  
FLOOR PLANS**

**EXHIBIT C  
LEASE OPTIONS**

1. **INTENTIONALLY DELETED.**

2. **Renewal Option:** Tenant has four (4) options to extend the term for one (1) year. Each option should be unilaterally exercisable by Tenant. Each renewal option shall be exercisable at the rates set forth below:

[INSERT RATES IN PROPOSAL].

The renewal process shall begin with a notice from the Landlord three (3) months prior to lease expiration. Tenant will indicate to the Landlord within thirty (30) days of its receipt of Landlord's notice whether it intends to exercise its renewal option. Within thirty (30) days of its receipt of a notice from Tenant that Tenant intends to exercise its renewal option, Landlord and Tenant will execute an amendment to the Lease to extend the term in accordance with this section.

# Exhibit 6.6

