
REQUEST FOR PROPOSALS

High-Bay/Garage/Warehouse Space

Located in:
Knox County, Tennessee

RFP TRANSACTION NUMBER:
2020-12-001

STATE OF TENNESSEE
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 --- Sections A & B
- 6.4. Intentionally Deleted
- 6.5. Standard Form of Lease including Exhibit A
- 6.6. Project Specific Attachments

Release Date: December 20, 2020

1. INTRODUCTION

1.1. Statement of Procurement Purpose

The State of Tennessee, University of Tennessee, hereinafter referred to as the “State,” “University” or “Tenant,” has issued this Request for Proposals (“RFP”) to define the State’s leasing requirements; solicit proposals; detail proposal requirements; and outline the State’s process for evaluating proposals and selecting garage/high-bay/ warehouse space to be leased in the location specified in this RFP.

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

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

The University has a need for garage/high-bay/ warehouse space and hereby invites proposals for lease in accordance with the requirements and conditions contained in this RFP.

1.2.1. LOCATION

Up to approximately 3 miles from the University of Tennessee campus in Knoxville. Generally bounded on the North by the intersection of Maryville Pike and North Broadway, on the East by the intersection of Island Home Avenue and Home Street, on the South by the intersection of Maryville Pike and Maloney Road and on the West by the intersection of Kingston Pike and Lyons View Pike – Knox County, Tennessee. See Attachment 6.6.

1.2.2. SPACE REQUIREMENT

The initial space requirement is approximately 3,000 useable square feet of contiguous garage/high-bay/ warehouse. Larger blocks of space will be considered.

1.2.3. PARKING REQUIREMENT

Tenant requires safe, convenient, and accessible parking. Ten (10) spaces are desirable, with some overflow space. The parking provided shall include handicap parking to meet the relevant code requirements.

1.2.4. INITIAL TERM

Tenant requests the Landlord propose a one (1) year lease term with two (2) one (1) year renewal options. Other lease terms will be considered.

1.2.5. TERM COMMENCEMENT

Tenant requires that the leased space be made available to the Tenant in the condition required by this RFP no later than March 2021.

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 State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

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

University of Tennessee
c/o Adam Foster
5723 Middlebrook Pike
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. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and
- b. the following individual designated by the University of Tennessee 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:

Blake Reagan
Director, Purchasing
University of Tennessee
5723 Middlebrook Pike
Knoxville, TN 37996
865-974-8286
breagan@tennessee.edu

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

1.5. Assistance to Proposers With a Handicap or Disability

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

1.6. Proposer Required Review & Waiver of Objections

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

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

2. SCHEDULE OF EVENTS

2.1. RFP Schedule of Events

EVENT	TIME (eastern time zone)	DATE (all dates are state business days) <i>[minimum number of days – may be adjusted based on transaction needs]</i>
1. RFP Advertised		December 20, 2020 December 27, 2020
2. Notice of Intent to Propose		January 4, 2021
3. Pre-proposal Conference		N/A
4. Written “Questions & Comments” Deadline		January 6, 2021
5. University Response to Written “Questions & Comments”		January 8, 2021
6. Proposal Deadline	2:00 PM	January 11, 2021
7. University Completion of Mandatory Requirement Proposal Evaluations		January 11, 2021
8. University Opening of Cost Proposals		January 12, 2021
9. University Completion of Cost Proposal Evaluations		January 15, 2021

10. University Notice of Intent to Award Issued <u>and</u> RFP Files Opened for Public Inspection		January 22, 2021
11. Executive Sub Committee of the State Building Commission Approval Sought (If lease term is greater than 5 years or annual rent is greater than \$150,000)		February 22, 2021
12. Lease is circulated to successful Proposer for Signature		February 22, 2021
13. . Lease Signature Deadline		March 1, 2021
14.. Lease Commencement/Occupancy Date		March 1, 2021

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 after the Notice of Intent to Award is issued agreed to with the best evaluated proposer, shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.8).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

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

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

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

- 3.1.1.1. A Proposer must duplicate and use RFP Attachment 6.2., completed with proposal page numbers, to cover (as a table of contents), organize, reference, and complete the Mandatory Requirements portion of the proposal.
- 3.1.1.2. All information and documentation included within a proposal must address a specific requirement of RFP Attachment 6.2. and must be clearly referenced. The State will deem any information not meeting these criteria to be extraneous and will not review it.
- 3.1.1.3. A Proposer must sign and date the Mandatory Requirements Proposal.
- 3.1.2. **Cost Proposal.** Cost Proposals may be submitted in one or both of the following forms: A Cost Proposal for the State’s desired Terms and Conditions (“Base Cost Proposal”) and/or one or more Cost Proposals with proposed Alternative Terms (“Alternate Cost Proposal”).

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

- 3.1.2.1. A Base Cost Proposal must be submitted on an exact duplicate of the RFP Attachment 6.3., Cost Proposal.
- 3.1.2.1.1. The Base Cost Proposal shall incorporate ALL costs for services under the lease for the total lease term.
- 3.1.2.1.2. A Proposer must sign and date the Base Cost Proposal.
- 3.1.2.2. An Alternate Cost Proposal should be submitted with a red-line modification of the RFP Attachment 6.3., Cost Proposal and a red-line modification of Attachment 6. 5., Standard Form of Lease, including Exhibit A, if applicable.
- 3.1.2.2.1. In the event that an Alternate Cost Proposal includes or is based on alternate Terms and Conditions, those must be clearly stipulated in the form of a red-line modification of the RFP Attachment 6.5., Standard Form of Lease.
- 3.1.2.2.2. Each Alternate Cost Proposal shall incorporate ALL costs for services proposed under the lease for the proposed lease term.

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

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

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

3.2. STATEMENT OF FINANCIAL INTERESTS

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

3.3. SUBMISSION OF PROPOSALS

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

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

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

University of Tennessee
c/o Adam Foster
5723 Middlebrook Pike
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 copy file storage mediums for delivery as follows.

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

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

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

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

3.4 Proposal & Proposer Prohibitions

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

stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

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

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

3.5. Proposal Errors & Revisions

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

3.6. Proposal Withdrawal

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

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

3.7. Proposal Preparation Costs

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

4. GENERAL LEASING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

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

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Disclosure of Proposal Contents

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

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

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

4.5. Severability

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

5. PROPOSAL EVALUATION & LEASE AWARD

5.1. Intentionally Deleted.

5.2. Intentionally Deleted.

5.3. Evaluation Process

The proposal evaluation process is designed to identify the Responsive, Responsible Proposer offering the best overall fit. 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. In evaluating lease proposals the University may take into account not only the rent offered but the type of space, the location, its suitability for the purpose, services offered by the lessor, moving costs, estimates of additional rent such as pass through of operating expenses or separately metered utilities, costs associated with any landlord services not included in the base rent, costs associated with delayed occupancy, costs associated with any improvements to be made to the proposed premises at the cost of the University, costs associated with renovating in place, costs associated with deviations from the specifications requested by the University, and all other relevant factors (collectively, “Other Factors”).

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

5.3.2. **Cost Proposal Evaluation.** After evaluation under Section 5.3.1. above, the RFP Coordinator will review the Base and/or Alternate Cost Proposal(s) submitted by each apparent Responsive and Responsible Proposer. The RFP Coordinator will assess whether each Cost Proposal complies with RFP requirements without qualification. The RFP Coordinator will document, in writing, any determination (and the specific reasons therefore) that a Cost Proposal is non-compliant with requirements such that the Proposer is non-responsive to the RFP. If a respondent proposes alternate terms that the State desires to accept, all other proposers will be requested, in writing, to provide a proposal to the State including those same alternate terms within not less than three (3) business days of the date of receipt of the request from the State for a subsequent proposal. The RFP Coordinator will calculate the net present value for each compliant and responsive Cost Proposal that is determined to meet the University’s desired terms. In calculating the net present value, the University will use the “Standard Cost Estimates” for any expenses not included in base rent, and the “Discount Rate,” both of which are posted on the website of the Office of State Architect. 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 net present value to highest, taking into account all costs associated with each Proposal. 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/.

- 5.3.3 If the University elects to negotiate, negotiations will be completed in compliance with the University of Tennessee Leasing Negotiation Policies & Procedures, which may be found at http://policy.tennessee.edu/fiscal_policy/fi0630/.

5.4. Lease Award Process

- 5.4.1. After the evaluation process, the RFP Coordinator will forward the Evaluation List, along with comments regarding Other Factors to the Director, Real Property and Space Administration (the "Director"). The Director will consider the same to determine which Proposal should be accepted in accordance with the University of Tennessee Lease Procurement Policies and Procedures (insert weblink to policy).
- 5.4.2. The Director may take into account other relevant factors including but not limited to property ownership/management, building condition, site and vicinity, and suitability for tenancy. The Director shall determine the proposal that provides the best overall fit for the University. If the Director intends to award the lease to a Proposer that is not the lowest net present value cost, justification for such determination must be provided in writing and approved by the Executive Director, Capital Projects, and may be based on one or more of the following:
- The proposal with the lowest net present value proposes a location that an occupant determines is unacceptable to it, as expressed in writing and signed by the Department head;
 - The Director determines that the features or amenities of the site or building proposed by the proposal with the lowest net present value is not in the best interests of the University;
 - Documented evidence of poor past performance by the proposer having the proposal with the lowest net present value as a landlord to the State; or
 - Based on a totality of the above and other considerations, an award based on another proposal is in the best interests of the State.
- 5.4.3. Once such determination has been made, the University of Tennessee shall issue a notice of intent to award the lease to all Proposers.

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

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

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

5.5. RFP Files Open

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

5.6. Lease Approval and Lease Payments

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