
REQUEST FOR PROPOSALS

Lease of Property

**Commercial Retail Space located on the UTC Campus at
515 Vine Street, Chattanooga, TN 37403**

Located in:
Chattanooga, Hamilton County, Tennessee

RFP TRANSACTION NUMBER:

21-09-002

**UNIVERSITY OF TENNESSEE AT
CHATTANOOGA**

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1. INTRODUCTION

1.1. Statement of Procurement Purpose

The University of Tennessee, hereinafter referred to as the “University” or “Landlord,” is seeking proposals (rental or lease plans) from qualified vendors herein referred to as “TENANT” for Commercial, Office Space or Retail Space and/or mixed-use concepts, excluding Food services, Restaurants and/or any business serving alcohol, or any business selling/renting textbooks and UT or UTC CLC licensed items and apparel, as appropriate to the zoning (R-4) of the building located at 515 Vine St, Chattanooga, TN 37403 hereinafter referred to as “Leased Premises”. (Floor plan is attached as Schedule #1). Our preference is to receive proposals from banks/credit unions or drugstores/pharmacies but proposals from all interested vendors will be accepted except for the exclusions noted above. All proposals should benefit students, faculty and staff of UTC.

The commercial space is owned by the University of Tennessee. The available space is part of the West Campus Housing building on the campus of University of Tennessee at Chattanooga and is located on the ground floor of the building at the corner of Vine and Houston Streets.

The University has issued this Request for Proposals (“RFP”) to define the University’s leasing requirements; solicit proposals; detail proposal requirements; outline the University’s process for evaluating proposals and select a Proposer to enter into an agreement to lease the Leased Premises.

The RFP process will include three phases:

Phase I, the University will accept proposals and confirm that Mandatory Requirements of the RFP are met and all that all required Attachments are submitted.

Phase II, the University will evaluate and score the accepted Proposals that have met the Mandatory Requirements and to determine which Proposal(s) provide the best value for the University.

Phase III, the final phase of this process will be when the University and the best evaluated Proposer negotiate the terms of the Commitment Letter and lease, including any master plan and operations negotiations.

Throughout this RFP, the University seeks to lease the Leased Premises to the Proposer with the best proposal for the operation and management of a commercial/retail establishment who will

provide the highest benefit to the University 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, the opportunity to do business with the University as Landlord.

As an agency of the State of Tennessee, there are certain terms and conditions The University of Tennessee cannot legally accept.

PROPOSALS INCLUDING OR REFERENCING TERMS AND CONDITIONS OTHER THAN THOSE REFERENCED BY THE UNIVERSITY IN THIS RFP MAY BE REJECTED.

1.2. Disclaimer of Subjectivity

Proposers should understand and accept that by responding to this RFP they are willingly participating in a subjective evaluation process. Proposers should be aware that the proposal determined to best meet the needs of the State may not necessarily be the proposal offering the highest financial benefit.

1.3. Description of Leased Premises

The Leased Premises will serve as an enhancement to the existing University of Tennessee at Chattanooga facilities in the area. See Section 1.4.4.1 for premises details.

The Leased Premises should convey through its proposal a strong “sense of place” such as a safe, accessible, attractive environment while ensuring quality and functionality at a price matching student, faculty, and staff needs.

Additional information on UTC West Housing is available at <https://www.utc.edu/enrollment-management-and-student-affairs/housing/residence-halls/west-campus>. The commercial space is currently noted as “Bookstore” on the map at the bottom of the website.

Full Campus map link:

<https://www.utc.edu/sites/default/files/2020-07/utc-central-campus-detailed-buildings-pdf-map-20200730a.pdf>

1.4. Summary of Terms & Conditions

Below is a summary of certain required terms and conditions associated with this opportunity. (See Attachment 6.4, Lease Agreement, for additional terms and conditions). Notwithstanding the forgoing, the University and the best evaluated Proposer shall negotiate the final comprehensive lease deal, and various terms and conditions of such are at this time unknown and should be

offered by the Proposer.

1.4.1. COMMERCIAL OPPORTUNITY

Finance, manage and operate a Commercial, Office Space or Retail Space and/or mixed-use Space on the UTC campus. The interior and exterior proposed design of the facility is subject to University approval and will reflect a design and ambiance congruent with the campus educational and aesthetic objectives.

The Tenant should be recognized as offering quality and functionality at a competitive price and should project a positive image for the University. The Leased Premises should reflect the quality of the University as a leader in the region in a visible way.

1.4.2. INITIAL TERM

The University requests proposals for the lease of the Leased Premises for a period of five (5) years, with one (1) five (5) year option for renewal upon mutual consent of the University and TENANT. The renewal option may be exercised by the Proposer by providing University with written notice of its desire to renew at least one (1) year prior to the expiration of the initial term.

1.4.3. TERM COMMENCEMENT

The lease shall commence on the date when the Lease Agreement is fully executed.

1.4.4. THE SITE

1.4.4.1 LEASE LOCATION AND DETAILS

The size of the designated space available to lease is 1500 square feet, with 12' ceilings. It has 1 door for public use fronting 515 Vine Street, Chattanooga TN 37403 and 1 door to the shared interior reception area. It is located on the street level floor of the West Campus Housing building. Premises will be accepted as is. All storage will be self-contained in TENANT's space.

- i. FLOOR PLAN: See **Schedule 1 Floor Plan**.
- ii. RESTROOMS: The restrooms are in the interior hallway on the same floor as the available space of West Campus Housing Building and are shared by occupants of the building. The space does not have a private restroom.
- iii. STOREFRONT: Glass doors and windows are the storefront provided for this space. Any changes to storefront will be at the TENANT's expense. Storefront and all

modifications with glass must meet safety glass requirements and to be approved by the UNIVERSITY.

- iv. WALLS: All walls in space are as is. Any further décor (wallpaper, paint, etc.) are at the TENANT's expense and be approved by the UNIVERSITY.
- v. HVAC: HVAC is already installed in the space. If TENANT identifies additional HVAC needs, TENANT must contact the University to determine current system capabilities and anticipated needs. Any changes to the HVAC system must be reviewed and approved by the University.
- vi. ELECTRICAL: TENANT's electricity to be separately metered. Electrical outlets are available in the space, as required by code. Any changes to electrical will be at the TENANT's expense, must meet the National Electrical Code, and be approved by the UNIVERSITY.
- vii. PLUMBING: The current space does not have plumbing. However, if plumbing is needed, build out for such a need will be considered by University and at the TENANT's expense. TENANT to include details of proposed plumbing plans. Plumbing must comply with IBC, national plumbing code and local plumbing ordinance requirements and must be approved by the UNIVERSITY.
- viii. SPRINKLERS: Sprinkler heads are available within the space as required by code.
- ix. UTILITIES: TENANT pays for all utilities including electricity, water & sewer (should TENANT add plumbing to the leased space), internet, cable TV, and phone. The UNIVERSITY will not be liable for any loss that may result from the quality, quantity, interruption, or failure of any such utilities or services under any circumstances. The TENANT will be responsible for all telephone, Ethernet and fax services, including but not limited to installation, monthly equipment charges, local and long- distance charges or similar services. These services must be arranged with the University Facilities Planning and Management Office and the University Division of Information Technology.
- x. FLOORING: Any changes to floor type will be at the TENANT's expense with University's approval.

- xi. **EQUIPMENT AND FURNISHING:** The TENANT is responsible, at its expense, for providing and maintaining all equipment and furnishings needed to operate the facility. All equipment and furnishings will be removed at the end of the contract period and the TENANT space returned to the UNIVERSITY in its original state, wear and tear expected. The TENANT will submit with the proposal a list of all equipment, furnishings, uniforms and signage that are proposed to be used, along with their specifications, including utilities, voltage, plumbing, amperage, water/drains, etc., including associated costs. The University requests that all TENANT electrical equipment be Energy Star rated equipment.

- xii. **HANDICAP ACCESSIBILITY:** All means of ingress/egress shall be at street/walkway level acceptable to ADA inspectors. It will be the TENANT's responsibility to ensure full public and employee access and ADA accessibility compliance within their developed spaces and TENANT improvements.

- xiii. **SIGNAGE:** Exterior sign(s) at storefront locations will agreed upon by TENANT and University. There may be Signage options provided by University for stand-alone exterior signage (at TENANT's expense). The TENANT must obtain the University's approval for any use of any University name, logo, or mark as described in University Policy <https://www.utc.edu/communications-and-marketing/graphic-design> and/or <https://brand.tennessee.edu/logos/campuses-and-institutes/>. There may be a charge for use of University logos. Should TENANT sell any items with any UNIVERSITY name or indica, TENANT will follow University Policy <https://www.utc.edu/communications-and-marketing/graphic-design> for Branded Items and use a UNIVERSITY approved CLC licensed vendor to purchase the items. The TENANT must obtain approval from the UNIVERSITY for the placement of any signs, trade fixtures, decorations, lettering or advertising matter on or about the premises and will maintain such signage in good condition. Any such fixtures will be removed from the premises at the completion of the contract at the TENANT's expense.

- xiv. **SECURITY AND POLICE:** TENANT is responsible for all security of the retail area including locks and alarms. TENANT is responsible for security of all deliveries from the loading area to the retail unit. The TENANT will cooperate with the UNIVERSITY Police Department concerning enforcement of UNIVERSITY regulations and internal security and theft control in the facility. The TENANT will not, except in physically dangerous or other emergency situations, summon public emergency services other

than through the UNIVERSITY Police Department. The TENANT will not have employees who were convicted of theft, robberies, and/or larcenies, including embezzlements, by public authorities without prior consultation with the UNIVERSITY Police Department.

- xv. **SANITATION:** The TENANT's retail area will be subject to periodic inspection by the UNIVERSITY, local and state officials. The TENANT will take all appropriate precautions to ensure that sanitation is maintained to the highest possible degree. The UNIVERSITY will coordinate with the TENANT for appropriate pest control services.
- xvi. **TRASH REMOVAL:** The UNIVERSITY will coordinate with all parties for the removal and disposal of all trash. The TENANT is responsible for placing of all garbage in the appropriate compactor and for providing trash receptacles and plastic liners for the TENANT's facility on the interior of the space.
- xvii. **ENVIRONMENTAL CONSERVATION:** The TENANT will initiate and/or cooperate with the UNIVERSITY in providing environmental conservation programs such as recycling cardboard, glass and plastic and exercising control of the use of utilities to conserve natural resources. The University encourages the TENANT to utilize green or sustainable equipment and policies as much as possible.
- xviii. **PARKING ACCESS:** Parking will be made available to the TENANT'S employees at a rate consistent with the cost of UNIVERSITY parking decals. Street parking is available for TENANT customers.
- xix. **PROPOSAL COSTS:** Respondents to this RFP are responsible for all costs of Proposal preparation.
- xx. **PUBLIC RELATIONS AND CUSTOMER SERVICE:** The TENANT must recognize that satisfactory public relations and customer service with students, faculty, staff, and visitors to the University campus are an important part of the service. The TENANT will provide with the submitted proposal its' customer service philosophy, including information on training programs which address customer service. Also included will be the TENANT's method of measuring the level of customer satisfaction and responding to customer suggestions and complaints, along with the Training Costs

information.

- xxi. **COMMITMENT TO EDUCATION:** The TENANT will submit with the proposal any programs and/or actions which demonstrate its commitment to education. The TENANT will include a listing of any institutions, including the name and telephone number of the contract administrator, where such programs are in effect or where such action was taken.

1.4.4.2 EXISTING CONDITIONS

The Leased Premises is being leased as-is for commercial management and operations purposes without any representation regarding the environmental condition of the site. No representations or warranties whatsoever are made as to its condition, state or characteristics. Expressed warranties and implied warranties of fitness for a particular purpose or use and habitability are hereby disclaimed. Existing improvements and facilities located on the Leased Premises that will not be retained as a part of the proposed TENANT are to be demolished by the Proposer. Proposers will have an opportunity to inspect the Leased Premises prior to taking possession and will acknowledge prior to submitting a proposal to have had full opportunity to inspect the Leased Premises and make an evaluation of the Leased Premises for any and all purposes. Failure or omission of Proposer to acquaint themselves of the existing conditions of the Leased Premises shall in no way relieve Proposer of any obligation with respect to the Lease. The Proposer shall be responsible for the removal or remediation of hazardous materials that are required by law to be removed or remediated for the TENANT, if any.

Testing, audits, appraisals, inspections, or other non-invasive testing that is necessary or desired to submit a proposal, shall be at the sole expense of the prospective respondent.

1.4.5. FORM OF LEASE PAYMENT

The TENANT will be expected to provide a financial return to the University in the form of rent or other remuneration. Proposals must offer a monthly lease amount or other similar market revenue streams to the University as such may pertain to the TENANT. The successful Proposer, if any, will enter into a contract with the University that provides for the performance of all terms and conditions set forth in this RFP and a lease.

1.4.6. LEASE AGREEMENT

The RFP Attachment 6.4, Lease Agreement details the University's desired terms and conditions and substantially represents the lease terms that the successful Proposer

must sign. If alternative lease terms and conditions are proposed, these shall be identified as a red-line document of the RFP Attachment 6.4 Lease Agreement or in a separate lease document. While the University is willing to consider alternative terms and conditions, the University has no obligation to consider or to agree to any proposed alterations.

The State will take all reasonable suggested alternative or supplemental contract language changes by Proposers under advisement subject to any mandates or restrictions imposed on the State by applicable state or federal law.

1.4.7. QUALIFICATION OF PROPOSER

As evidence of its financial ability, each Proposer (no brokers or realtors) shall submit with its proposal, a copy of each of the Proposer's last three (3) fiscal years' annual financial statements reviewed or audited by a chartered accountant or certified public accountant. The proposal must include the financial statements of any and all relevant parties involved in this endeavor. Failure to conform to this section may be grounds for rejection of the proposal. The information provided shall be a public record under T.C.A. § 10-7-501 et seq.

1.4.8. EXPERIENCE

Respondents to this RFP must demonstrate experience in managing and operating a retail, commercial space. Experience working with Higher Education entities is desirable.

1.4.9. SUBMITTAL OF PROPOSAL

Proposals must be made in the official name of a firm or individual (no lease brokers) under which the Tenant will occur showing official business address and must be signed by a person or persons authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

1.4.10. UNIVERSITY BRANDING

The University shall have the right to approve all signs and materials used by Proposer in the promoting or marketing of space in the Leased Premises which contain a reference to UT OR UTC, which approval shall not be unreasonably withheld. Proposer and the University agree to negotiate and resolve in good faith any disputes relating to all such marketing materials.

1.4.11. UNIVERSITY PARTICIPATION

The University's participation in the TENANT Lease Proposal is limited to the property to be leased, the Leased Premises, under negotiated terms and conditions. The University may assist the Proposer in obtaining the pertinent documentation for the financing of the Leased Premises contemplated by this RFP, as may be determined appropriate during negotiations. Proposals that are contingent on receiving financial assistance in any form from the University shall not be considered. The selected Proposer shall be required to provide all financing for the construction of the Leased Premises and operating expense and to provide deposits or surety to guarantee required performance.

1.4.12. RELATIONSHIP OF THIS RFP AND RESPONSE TO RFP TO LEASE

The terms and conditions described in this RFP shall survive the execution of the lease agreement between the parties (the "Lease Agreement"). The RFP and the response to RFP that is selected will be incorporated by reference into the Lease Agreement. Where there is a conflict between the terms of the Lease Agreement and/or RFP and the terms of the response to the RFP, the terms of the Lease Agreement shall govern.

1.5. 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 University 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.

1.6. RFP Communications

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

RFP TRANSACTION NUMBER 21-09-002

1.6.2. **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.**

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

by email or telephone to:

University of Tennessee
Office of Real Property and Space Administration
Attn: Adam Foster
5723 Middlebrook Pike
Suite 201
Knoxville, TN 37996-0045
Phone: (865) 974-2441
Fax: (865) 974-4814
Email: afoste17@tennessee.edu

1.6.2.2. Intentionally Deleted.

1.6.2.3. 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:

University of Tennessee
Office of Real Property and Space Administration
Attn: Adam Foster
5723 Middlebrook Pike
Suite 201
Knoxville, TN 37996-0045
Phone: (865) 974-2441
Fax: (865) 974-4814
Email: afoste17@tennessee.edu

- 1.6.3. 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.
- 1.6.4. Proposers must ensure that the University receives all written comments via email, including questions and requests for clarification, no later than the Written Questions and Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.5. 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.

- 1.6.6. 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 1.10).
- 1.6.7. 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.
- 1.6.8. 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.
- 1.6.9. 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.

1.7. 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.

1.8. Proposer Required Review of Waiver of Objections

- 1.8.1. Each Proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.4., Form of Lease Agreement, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively, "Questions and Comments").
- 1.8.2. 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.
- 1.8.3. 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.

1.9. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential Proposers may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held via Zoom:

Join from PC, Mac, Linux, iOS or Android: <https://tennessee.zoom.us/j/99088235848>

Or iPhone one-tap (US Toll): +16468769923,99088235848# or +13017158592,99088235848#

Or Telephone:

Dial:

+1 646 876 9923 (US Toll)

+1 301 715 8592 (US Toll)

+1 312 626 6799 (US Toll)

+1 669 900 6833 (US Toll)

+1 253 215 8782 (US Toll)

+1 346 248 7799 (US Toll)

Meeting ID: 990 8823 5848

International numbers available: <https://tennessee.zoom.us/j/99088235848>

Or an H.323/SIP room system:

H.323: 162.255.37.11 (US West) or 162.255.36.11 (US East)

Meeting ID: 990 8823 5848

The purpose of the conference is to review the terms of the RFP and Lease. The University will entertain questions; however potential Proposers must understand that the University's response to any question at the Pre-Proposal Conference shall be tentative and non-binding. Potential Proposers should submit questions via email concerning the RFP in writing and must submit them prior to the Written Questions and Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The University will send the official response to questions to potential Proposers as indicated on the date detailed in the RFP Section 2, Schedule of Events.

1.10. 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 required 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 for making a proposal relating to this RFP.

1.11. 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.

1.12. Proposal Selection Process

This RFP includes a three-phase selection process. Proposers must propose a financing, leasing, management and operation plan, clearly identifying any third-party manager operator.

Phase I, the University will accept proposals and confirm that Mandatory Requirements of the RFP are met and all that all required Attachments are submitted.

Phase II, the University will evaluate the accepted Proposals which have met Mandatory requirements to determine which Proposal(s) provide the best value for the University.

Phase III, the final phase of this process will be when the University and the best evaluated Proposer negotiate the terms of the Commitment Letter and lease, including any master plan and operations negotiations.

2. SCHEDULE OF EVENTS

2.1. RFP Schedule of Events

EVENT	TIME	DATE (all dates are University business days)
1. RFP Advertised		09/26/21 and 10/03/21

2. Intentionally Deleted		
3. Pre-proposal Conference	10:00 a.m. eastern	10/05/21
4. Property Viewing/Inspection	10:00 a.m. eastern	10/06/21
5. Notice of Intent (NOI) to Propose		10/07/21
6. Written "Questions & Comments" Deadline		10/07/21
7. University Response to Written "Questions & Comments"		10/11/21
8. Intentionally Deleted		
9. Proposal Deadline	2:00 p.m. Eastern	10/13/21
10. University Opening of Proposals		10/13/21
11. University Completion of Review for Mandatory Requirements		10/14/21
12. University evaluates and scores Proposals meeting Mandatory Requirements	TBA	10/19/21

13. Interview/Presentations if requested	TBD (Zoom if needed)	10/21/21
14. University Completion of Phase II Evaluations, and Notice to Intent to Award issued		10/22/21
15. If applicable, University Completion of Final Negotiations		11/01/21
16. Executive Sub Committee of the State Building Commission Approval Sought, if required		11/22/21
16. Lease Agreement is circulated to successful Proposer for signature		11/24/21
17. Lease Agreement is circulated to University and State for signature		11/30/21

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 prior to issuance of the Evaluation Notice 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 1.10).

3. GENERAL INFORMATION

3.1. 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 available space be contained in the proposal response. 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.

3.2. Proposal & Proposer Prohibitions

3.2.1. A Proposal must not result from any collusion between Proposers. The University will reject any Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the University will consider any such actions to be grounds for proposal rejection or Lease Agreement termination.

3.2.2. 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 University determines that a Proposer has provided such incorrect information, the University may deem the Proposer's proposal non-responsive and reject it or terminate the Lease Agreement.

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

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

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

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

3.3. 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.

3.4. 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 an email request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.5. Proposal Preparation

This RFP does not commit the University to award a lease or to pay any costs associated with the preparation, submittal, or presentation of any proposal incurred by any Proposer or Proposers.

4. GENERAL LEASING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The University reserves the right to amend this RFP at any time prior to award, 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 1.810). 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 a Notice of Intent to Award, 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.

4.6. Proposal Evaluation Committee

The Proposal Evaluation Committee will be made up of five (5) or more University employees will evaluate and score the accepted Proposals that have met the Mandatory Requirements and will determine which Proposal(s) provides the best value for the University.

5. PROPOSAL REQUIREMENTS, EVALUATION & LEASE AWARD

5.1. Evaluation Process

The proposal evaluation process is designed to award the Lease Agreement to the Responsive and Responsible Proposer offering the best combination of attributes based upon the evaluation criteria. 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 Agreement requirements, and the integrity and reliability that will assure good faith performance.

5.2. Clarifications

The University reserves the right, at its sole discretion, to request Proposer clarify information and/or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the University and shall be in accordance with all policies of the University and/or State of Tennessee

5.3 Proposal Requirements & Evaluation

To be considered, a proposal must be received by the date specified in Section 2.1, RFP Schedule of Events. The University will not accept proposals received after the deadline. Proposals should be submitted to the RFP Coordinator at the address listed on page 11. A Cover Sheet (RFP

Attachment 6.1), which will be considered an integral part of the proposal, must be signed by an individual who is authorized to bind the Proposer contractually and must certify that all statements in the proposal are true and correct. The letter must indicate the title or position that the individual holds in the firm and must include the Proposer's federal tax I.D. number, Company name, Company address, telephone number and email address. RFP Attachment 6.2, Mandatory Requirements must be also addressed in the proposal.

Responses to Phase I of this RFP should be clear, concise and organized; meet the Mandatory Requirements; and be organized in the nine (5.3.1-5.3.9) major areas described below.

5.3.1. **Mandatory Requirements**. The RFP Coordinator will review each Proposal to determine compliance with RFP Attachment 6.2., Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the RFP Coordinator may seek the advice of an attorney on the staff of the University of Tennessee 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. **Organizational Qualifications/Experience**. Proposers must provide detailed information that demonstrates their organizational ability to undertake a project of the magnitude described herein. At a minimum, the response to this RFP in Phase I must include the following:

5.3.2.1 **Leasing Team**: The proposed leasing team must be identified, including the legal nature of the business entity, all joint venture partners and the nature of their interests. The names and addresses of the principal members of the leasing team must be provided, including architects, engineering firm(s), space planners, construction manager(s), general contractor(s), major sub-contractor(s), financial consultants and the proposed facility operator/manager. The roles and responsibilities of each member of the leasing team must be clearly described and an organizational chart must be included. A brief resume for each principal member of the leasing team must be provided.

5.3.2.2 **Experience**: The summary should focus on previous leasing projects that are comparable in size, complexity, quality and scope, including a list of all such projects started and completed during the past five years and identification of any joint venture partners. The proposal must include photographs and brief descriptions of the projects, including the date of completion, location, and

concept. Describe experience working with similar clients (e.g., state colleges or universities).

5.3.2.3 **Organizational Approach to the Project:** Discuss approach to design for Higher Education entities. The community aspects of this project should be reflected in the proposal. The organizational and management approach utilized by the leasing/management team in prior projects of similar scope must be outlined, as well as the proposed relationship with the University during the design of the Proposal.

- 5.3.3. **Financial Capability.** The response must demonstrate clearly the Proposer's financial capability to construct, operate and maintain the Leased Premises. Additionally, each proposal must detail previous experience in financing projects of similar nature and magnitude, bank and credit references, annual reports, percentage of ownership, statement of net worth and such other references as the Proposer deems relevant in response to this item.
- 5.3.4. **Preliminary Schedule.** The Proposer must provide a schedule indicating at a minimum the preliminary dates for the following: completion of design development and outline specifications; dates for review and approval by the University and start and completion date of construction of interior improvement.
- 5.3.5. **Management and Operating Plan.** The Proposer must provide a summary of how the Leased Premises will be operated and managed once build-out is complete. Provide examples of previous experience with Leased Premises of similar size, complexity, quality and scope.
- 5.3.6 **Conceptual Design.** The proposal must provide a proposal including a schedule, detailing the cost and time frame of the build-out and a proposed design (elevations, color selections, signage, utility requirements, etc.), construction costs, and photos of the storefront, along with the projected architectural, design, construction costs, and time schedule information. The proposed design will be subject to the University's approval.
- 5.3.7 **Functional Proposal.** Proposals must include a plan for the configuration of the space, proposed operating hours and proposed staffing plan.
- 5.3.8 **Monthly Rent Proposal.** Proposals must include a monthly rental amount proposal, including any potential commission or any other shared revenue source, with a yearly escalation rate if applicable.

5.3.9 **Benefits provided by Proposal.** Proposals must include a explanation of the benefits that the business will provide to the UTC students and greater campus community.

5.4 Phase II Requirements & Evaluation

In Phase II, Proposal Evaluation Committee discuss their evaluations of the merits of each proposal based on the criteria listed above and will select the highest evaluated proposal(s) achieving an at least an average minimum score of 70 out of 100 points based on each member of the Proposal Evaluation Committee's final scoring of each proposal. The RFP Coordinator may call the references provided by the Proposer in response to RFP Attachment 6.2, Mandatory Requirements and will share all information provided by the references with the Proposal Evaluation Committee for their consideration as part of the Phase II evaluation.

The selected proposals will then be notified that they have been chosen to continue to the next part of the evaluation process. The University reserves the right to invite the highest evaluated proposal(s) to participate in an interview/presentation with the Proposal Evaluation Committee, its technical advisors and the RFP Coordinator. The purpose of the interview/presentation is to more fully understand the Proposer's plans for the Leased Premises. The RFP Coordinator will schedule Proposer interviews/presentations during the period indicated by the RFP Section 2, Schedule of Events. The University will maintain a record of each Proposer's interview/presentation session. The record of the Proposer's interview/presentation shall be available for review when the University opens the procurement files for public inspection.

Additional Information. During the evaluation of the proposals, the University reserves the right to request additional information from Proposers.

Notice of Intent to Award. Upon determination of the Best Evaluated Proposal, the University will issue an Evaluation Notice to all Proposers identifying the Proposer selected to proceed to Phase III.

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.

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

5.5. Phase III – Finalist Negotiation

In this final phase of the RFP, the Proposer having the Best Evaluated Proposal shall enter into negotiations with the University regarding the terms of the lease between the parties. The University may request that the Proposer make modifications to its proposal and the parties will act in good faith to reach a mutually acceptable agreement. If the University and the Proposer having the Best Evaluated Proposal cannot agree to terms, then the University may negotiate with the Proposer having the second best evaluated proposal and so on.

5.6. Lease Award Process

5.6.1. After completion of Phase III of the evaluation process, the RFP Coordinator will issue a Notice of Intent to Award to all Proposers naming the recommended Proposer and forward the lease to the proper officials of the University and/or State who will consider the same to determine whether an agreement between the parties should be forwarded to the Executive Sub-Committee of the State Building Commission (the “ESC”) for approval. **The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the Proposer with the recommended proposal or any other Proposer.** After the determination of the University that the lease proposed by recommended Proposer is in the best interest of the University, the President of the University shall request approval of the documents by the ESC.

5.6.2. The Proposer identified in the Notice of Intent to Award must sign a lease drawn by the University pursuant to this RFP. The lease shall be substantially the same as the RFP Attachment 6.4., Form of Lease Agreement except as modified by the University after taking into account the results of the negotiations, if any. The Proposer must sign the lease no later than Lease Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed lease by the deadline, the University may determine that the Proposer is non-responsive to this RFP and reject the proposal.

5.7. 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.

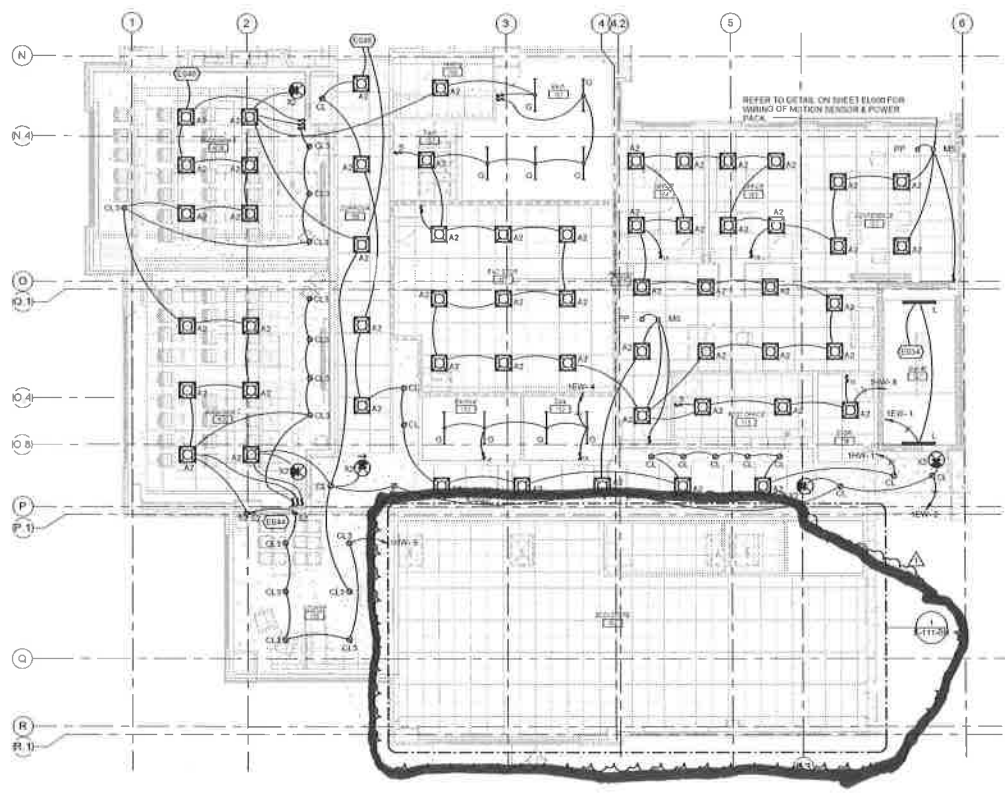
5.8. Protest Process

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.

5.9. Lease Approval and Lease Payments

- 5.9.1. 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 approved by University and State officials, including the ESC, as required by applicable laws and regulations and signed by the University/State and the Proposer.
- 5.9.2. No payment will be obligated or made until the relevant lease is approved as required by applicable statutes and rules of the State and University of Tennessee.

Plan Legend
 30 min Fire Barrier
 2 hr Fire Barrier
 Smoke Partition



Partial 1st Flr Lighting Plan - B
 1/8" = 1'-0"

DH&W
 ARCHITECTS
 TWH

March
 UNIVERSITY OF TENNESSEE OF
 CHATTANOOGA

West Campus Housing

Vine Street
 Chattanooga, Tennessee
 SBC Project # 540.005-01-2014

02/05/16 File: S140-J

- △ Revision (by Sheet)
- A. Bid Set E - 04ky pkg. 02/05/16
- B. Bid Set F - 14-Bid Setg. 08/13/16
- F. AS-078 05/09/16

ALL DIMENSIONS AND NOTES ARE TO BE CONSIDERED AS PART OF THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND NOTES ON THE PROJECT. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY UPON DISCOVERY.



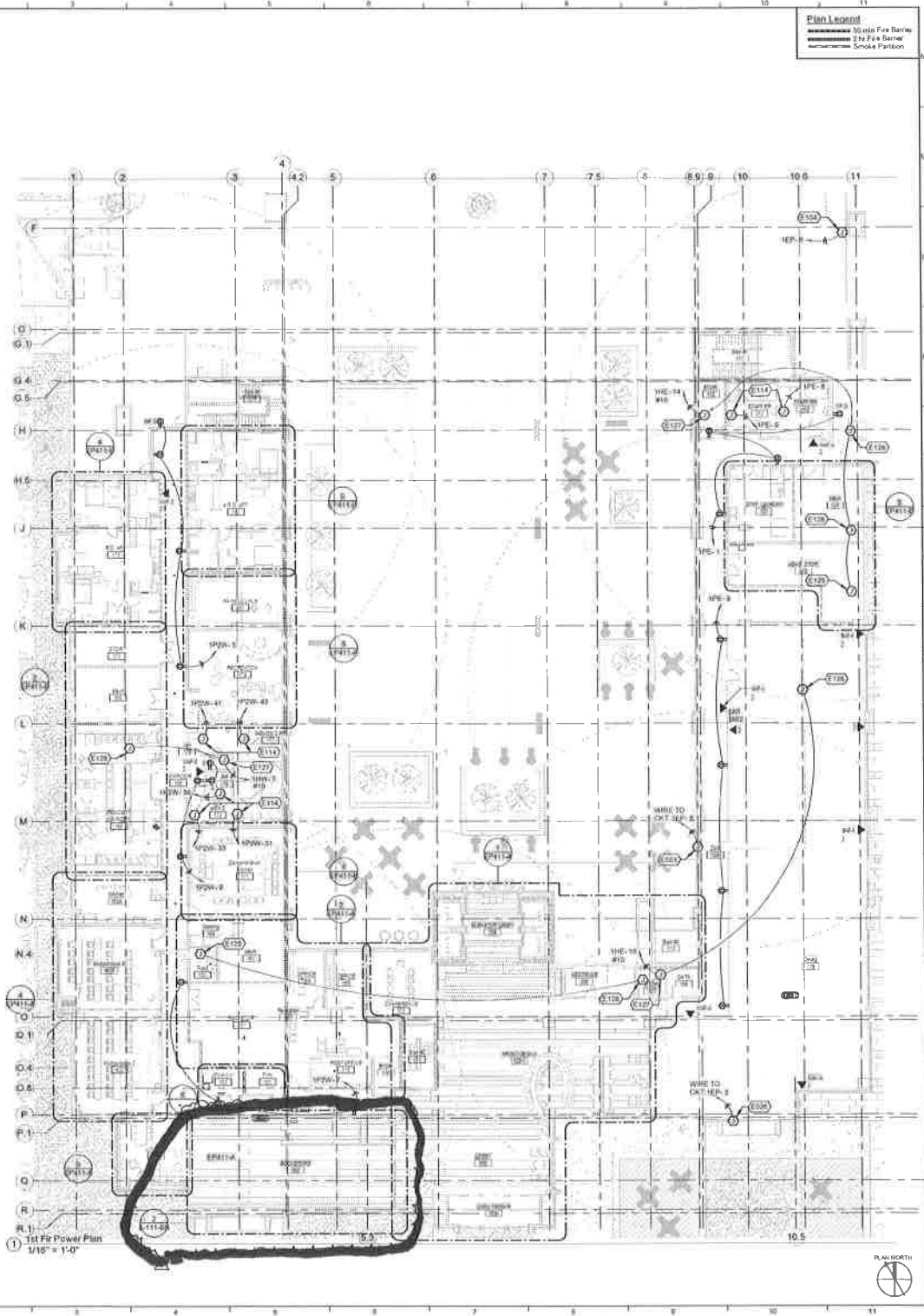
Title:
Enlarged Lighting Plan

Sheet No. **EL111-B**
 Volume 4



p. 11

Plan Legend
 - - - - - Metal Fire Barrier
 - - - - - Fire Barrier
 - - - - - Smoke Partition



DH&W ARCHITECTS
TWH

March 2014
 CHATTANOOGA

West Campus Housing
 Vine Street
 Chattanooga, Tennessee
 EBC Project # 540/005-01-2014
 02/05/16 File: B140-J

△ Reviser (By Sheet)

A	Del Set C - Grid plug	03/03/16
B	Del Set F - Ho-3rd hole	05/13/16
C	ADD-012	06/29/16

16. Approved by the local building official for the project. This plan is to be used in conjunction with the approved set of plans. All other plans and specifications shall be as shown on the approved set of plans. © 2014 DH&W ARCHITECTS, ALL RIGHTS RESERVED.

TAMARA LEE W.
 07-12-16

Title: **1st Flr Power Plan**

Sheet No: **EP111**
 Volume 4

P. 12

LEASE AGREEMENT

This Lease Agreement (the "Agreement"), is made and entered into as of this ____ day of _____, 20__ (the "Commencement Date"), by and between The University of Tennessee ("Landlord"), and _____, ("Tenant").

WITNESSETH:

- (1) **LEASED PREMISES:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord _____ square feet of space depicted on "Exhibit A" attached hereto (the "Leased Premises") located in the building with an address of _____, Tennessee (the "Building"). Tenant shall also have the right to use, in common with all other tenants of the Building, all common areas located within the Building for their intended purpose.

- (2) **RENTAL:**
 - a. As annual rent for the Leased Premises, Tenant shall pay Landlord the sum of \$____ and No/100 Dollars (\$____.00) per calendar year (the "Annual Rent"). The Annual Rent for each calendar year shall be paid by Tenant, in advance, on or before January 1 of such year, except that the initial installment of Annual Rent shall be paid by Tenant on the Commencement Date. The Annual Rent shall be prorated for any partial calendar year during the Term. If Tenant fails to pay any rent, when due, the same shall bear interest from the date due until paid at the lesser of eighteen percent (18%) per annum or the maximum rate permitted under Applicable Laws.

 - b. Tenant's obligation to pay rent is an independent covenant, and Landlord's failure to perform any of its obligations or responsibilities under this Agreement shall not result in an abatement of rent, entitle Tenant to withhold rent or otherwise affect Tenant's liability for the payment of rent. All rent shall be paid by Tenant to Landlord without deduction, demand, notice or offset. Except as otherwise expressly provided herein, Tenant shall not be entitled to any abatement or reduction of the rent. Tenant shall deliver all rent to Landlord at the address specified in Section 7 or such other place as Landlord may designate to Tenant by written notice.

 - c. It is the intention of the parties that this Agreement be a fully net lease. Accordingly, except as otherwise expressly provided herein, Tenant shall pay, when due, all costs, expenses and other liabilities related to the Leased Premises or the ownership, operation, use, improvement, maintenance, repair or replacement thereof, that are allocable to periods falling within the Term. In the event Landlord inadvertently pays any cost or expense that the Tenant is obligated to pay under the terms of this Agreement, Tenant shall reimburse Landlord for such expense or cost within fifteen (15) days after its receipt of a written demand from Landlord.

 - d. Tenant shall pay, when due, the cost of all utilities furnished to the Leased Premises during the Term, including, but not limited to, water, gas, electricity, waste removal, sewer, internet and telephone. Tenant shall also be responsible for all hook-up charges, connection costs and tap fees required to obtain such utility services at the Leased Premises. No disruption or cessation of any utility service to the Leased Premises shall render Landlord liable to Tenant for damages, be construed as a constructive eviction of Tenant,

result in an abatement of rent or relieve Tenant from any of its obligations or liabilities under this Agreement.

(3) **TERM:** The term of this Agreement shall commence on the Commencement Date and expire on ____, ____, 20__ (the "Term"), unless terminated earlier in accordance with the provisions of this Agreement.

(4) **LANDLORD SERVICES:** Landlord, at Landlord's cost, shall provide the following services as part of this Agreement:

- a. *Standard janitorial services and supplies, per State janitorial standards;*
- b. *General Building security;*
- c. *Building and Leased Premises maintenance, including maintenance of the structural, systems and roof, in accordance with Landlord's then current standards; and*
- d. *Electric, gas (if applicable), water, and sewer utility services in such amounts as are reasonable for the Permitted Use.*
OR
- e. *Maintenance and repair of the exterior, structural, systems and roof, in accordance with Landlord's then current standards and any Americans with Disabilities Act and other standards required by Applicable Laws;*
- f. *Heat, air conditioning and ventilation services in such amounts as are reasonable for the Permitted Use;*
- g. *Pest control pursuant to Landlord's then current contract for pest control services at the Campus;*
- h. *Waste removal services for household trash deposited in designated receptacles; and*
- i. *Electric, gas (if applicable), water, and sewer, telephone and internet utility services in such amounts as are reasonable for the Permitted Use*

(5) **REPAIRS AND MAINTENANCE:**

- a. Tenant shall, at its sole cost and expense, perform all repairs, maintenance and replacements required to keep the Leased Premises, its appurtenances, and any facilities exclusively serving the Leased Premises (whether or not located therein) in good, neat, clean and safe condition, and in compliance with Applicable Laws, at all times, including, but not limited to, the roof, foundation, structural elements, plumbing system, electrical system, mechanical system, HVAC system, windows, carpet, paint, wall coverings, doors, locks, cabinets, counters, sprinkler systems, security systems, building interior, driveways, parking lot, and landscaping. Landlord shall have no obligation to maintain, repair, replace, alter or improve the Leased Premises or any part thereof. **OR** Tenant shall, at its sole cost and expense, perform all repairs, maintenance and replacements required to keep the interior, non-structural portion of the Leased Premises and the landscaped areas within the Leased Premises in good, neat, clean and safe condition, and in compliance with Applicable Laws, at all times, including, but not limited to, the carpet, paint, wall coverings, doors, locks, cabinets, counters, and building interior. Landlord shall have no

obligation to maintain, repair, replace, alter or improve the Leased Premises or any part thereof. Tenant shall be responsible for obtaining janitorial service for the Leased Premises, in such frequency as Tenant deems necessary.

- b. Tenant shall comply, and cause the Leased Premises to comply, with all Applicable Laws and the rules and regulations of the Board of Fire Insurance Underwriters or other similar body, and Tenant shall not use the Leased Premises, or permit anything to be done on or about the Leased Premises, that will in any way conflict with or violate the same.
- c. *All damage or injury to the Leased Premises, the Campus or the fixtures, appurtenances, and equipment therein that is caused by Tenant, its agents, employees, or invitees may be repaired, restored, or replaced by Landlord, at the expense of Tenant.*

(6) **TERMINATION/RELOCATION:**

- a. Either party may terminate this lease by providing at least 90 days advance written notice to the other party.
- b. Upon the expiration or earlier termination of this Agreement, Tenant shall surrender the Leased Premises to Landlord in good order and repair, ordinary wear and tear excepted. If Tenant is not then in default under any of the covenants and conditions hereof, Tenant may remove all personal property and equipment of Tenant, other than permanent fixtures, from the Leased Premises prior to the date of any termination or expiration of this Agreement; thereafter all such personal property and equipment not removed shall belong to Landlord without the payment of any consideration.
- c. Landlord reserves the right to relocate Tenant to other mutually acceptable space, upon ninety (90) days advance written notice to Tenant; provided in no event shall the Annual rent be increased as a result of any such relocation. Tenant agrees to be reasonable in considering space proposed by Landlord so long as such space is not materially smaller than the Leased Premises and its physical condition is substantially similar to (or better than) that of the Leased Premises. Tenant agrees to cooperate with Landlord's efforts to accomplish any such relocation and to act reasonably in connection with all matters related thereto. If Landlord elects to relocate Tenant to new space pursuant to this section, Landlord and Tenant shall enter into a written agreement amending the definition of the "Leased Premises" so the same means and refers only to such new space. Landlord shall pay the reasonable cost of moving Tenant's personal property to any new space to which Tenant is relocated pursuant to this section.

- (7) **NOTICES:** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage pre-paid, and addressed as follows:

To Tenant:

To Landlord:

The University of Tennessee
5723 Middlebrook Pike, Suite #19
Knoxville, Tennessee 37996-0040

PHONE:

- (8) **ASSIGNMENT:** Tenant shall not assign this Agreement or sublet all or any portion of the Leased Premises without the prior written approval and consent of Landlord.
- (9) **INSPECTION:** Landlord reserves the right to enter the Leased Premises, at reasonable times, in order to perform its obligations under this Agreement or to inspect the Leased Premises.
- (10) **PERMITTED USE:** The Leased Premises shall be continuously used and occupied by Tenant throughout the Term only for the operation of a _____ and related administrative and ancillary uses (the “Permitted Use”). Tenant shall not have the right to use the Leased Premises for any other purpose unless it obtains Landlord’s prior written consent, which consent may be granted or withheld by Landlord in its sole and absolute discretion. Tenant shall not use or permit the Leased Premises to be used in a manner that: (i) unreasonably disturbs any other person or entity; (ii) is illegal or immoral; (iii) damages the reputation of Landlord; (iv) constitutes a nuisance (public or private); or (v) violates or increases the cost of any insurance policy covering the Leased Premises.
- (11) **INDEMNITY/INSURANCE:**
 - a. Tenant shall indemnify and hold the State harmless from any and all claims, costs, damages and judgments of whatsoever nature, including but not limited to costs and expenses incurred by the State in the defense of any action, arising wholly or in part by any act, omission, or negligence of Tenant, its agents, contractors, employees, servants, invitees, or licensees on the premises pursuant to this lease, to assume all responsibility and liability therefore and to discharge any judgment that may be rendered therein.
 - b. Throughout the Term, Tenant shall maintain, at its sole cost and expense commercial general liability insurance or its equivalent, written on an occurrence basis, with a combined single limit for personal injury, death and property damage of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Landlord shall be named as additional insured under the liability insurance policy. Tenant’s insurance shall provide primary coverage. In no event shall the amount of Tenant’s insurance coverage limit the liability of the Tenant under this Agreement.
 - c. The insurance policy that Tenant is required to obtain under this Agreement (i) shall be issued by licensed and reputable insurance companies reasonably acceptable to Landlord, (ii) shall have a deductible of Five Thousand and No/100 Dollars (\$5,000.00) or less, and (iii) shall provide that they cannot be amended, cancelled, terminated or not renewed unless Landlord has been given thirty (30) days’ prior written notice. Landlord shall have the right to require, from time to time, that Tenant increase the amount of its insurance coverage and/or obtain additional insurance coverage so long as Landlord is acting in a commercially reasonable manner. If Tenant fails to maintain any of the insurance required under this Agreement, then, in addition to its other rights and remedies, Landlord may (but shall not be obligated to) purchase such insurance, on behalf of Tenant, in which event Tenant shall reimburse Landlord for the cost of such insurance, upon demand. On the Commencement Date and each anniversary thereof, Tenant shall provide Landlord with certificates evidencing that the insurance Tenant is required to maintain hereunder is in full force and effect. Upon request,

Tenant shall furnish Landlord with the original (or a certified copy) of each policy of insurance required hereunder and evidence of the payment of all premiums for the same.

- (12) **CASUALTY:** If during the term of this Agreement, the Leased Premises are so damaged by fire, tornado, or other catastrophe or casualty as to render the same unusable for the intended purpose, this Agreement shall terminate. If the Leased Premises are not rendered unusable for the intended purpose, then Tenant shall promptly commence repairs and restoration of the Leased Premises to put the Leased Premises in a usable condition, at its sole cost and expense.
- (13) **ALTERATIONS:** Tenant shall not make or allow to be made any alterations, additions or improvements to the Leased Premises, unless the same have been approved by Landlord, in writing. Landlord agrees not to unreasonably withhold, qualify or delay its approval of any alterations, additions or improvements that Tenant proposes to make to the Leased Premises, except Landlord may withhold its approval, in its sole and absolute discretion, of any such alterations, additions or improvements that affect any of the plumbing, mechanical or electrical systems, or the roof, foundation or structural components of the Leased Premises. All alterations, additions and improvements to the Leased Premises must be made by Tenant in a good and workmanlike manner, using new materials, and must comply with Applicable Laws. Prior to making any alterations, additions or improvements to the Leased Premises, Tenant shall (i) obtain Landlord's written approval of the contractor selected by Tenant to make such alterations, additions or improvements, which approval shall not be unreasonably withheld, qualified or delayed, and (ii) submit to Landlord evidence, reasonably satisfactory to Landlord, that Tenant has sufficient funds to complete such alterations, additions or improvements. All alterations, additions and improvements to the Leased Premises made by or on behalf of Tenant shall remain and become the property of Landlord upon the expiration or earlier termination of this Agreement.
- (14) **DEFAULT & REMEDIES:**
- a. **Events of Default.** The following shall each be deemed to be a default by Tenant under this Agreement (an "Event of Default"):
1. Tenant's failure to pay any rent when due, unless such failure is cured by Tenant within ten (10) days after it receives written notice from Landlord; or
 2. Tenant's failure to comply with any of the terms of this Agreement related to assignment or subletting; or
 3. Tenant's failure to comply with any of the other terms of this Agreement, unless such failure is cured within thirty (30) days after Tenant receives written notice from Landlord; provided Landlord shall not be required to send written notice of the same violation more than two (2) times in any calendar year. Notwithstanding the foregoing, if such failure cannot reasonably be cured within thirty (30) days, no Event of Default shall be deemed to have occurred so long as Tenant commences to cure such failure within thirty (30) days after receiving written notice from Landlord and completes such cure within a reasonable time thereafter, not to exceed ninety (90) days; or
 4. (i) the bankruptcy or insolvency of Tenant, (ii) the filing by or against Tenant of a petition seeking to have Tenant declared bankrupt or insolvent or seeking to reorganize Tenant, unless the petition is dismissed with sixty (60) days after its filing, (iii) the appointment of a receiver or trustee for all or a substantial portion of Tenant's assets,

or (iv) the assignment of all or substantially all of Tenant's assets for the benefit of its creditors; or

5. The abandonment by Tenant of the Leased Premises.
- b. Remedies. Upon the occurrence of an Event of Default, Landlord may, in addition to other remedies available hereunder, at law or in equity:
1. Terminate this Agreement, in which event Tenant shall immediately surrender possession of the Leased Premises, and Landlord shall have the right to recover its damages from Tenant. If Tenant fails to surrender the Leased Premises to Landlord after the termination of this Agreement, Landlord shall have the right, without notice, to retake possession of the Leased Premises and to expel Tenant and its effects therefrom, without being liable for prosecution or any claim for damage.
 2. Enter upon the Leased Premises and do whatever Tenant is obligated to do under the terms of this Agreement, without being liable for prosecution or any claim for damages, and Tenant agrees to reimburse Landlord for all costs and expenses that Landlord incurs in connection therewith.
 3. Obtain specific performance of the terms of the Agreement or injunctive relief.

The foregoing remedies are cumulative and non-exclusive, and the exercise by Landlord of any of its remedies under this Agreement shall not prevent the subsequent exercise by Landlord of any other remedies provided herein or by Applicable Laws. All remedies provided for in this Agreement may, at the election of Landlord, be exercised alternatively, successively or in any other manner. Landlord's acceptance of rent following any Event of Default shall not be construed as a waiver of such Event of Default. No custom or practice between the parties in connection with the terms of this Agreement shall be construed to waive or lessen Landlord's right to insist upon strict performance of the terms hereof. No act by Landlord with respect to the Leased Premises shall be deemed to terminate this Agreement, including, but not limited to, the acceptance of keys or the institution of dispossessory proceedings; it being understood that this Agreement may only be terminated by express written notice from Landlord to Tenant

(15) **MISCELLANEOUS:**

- a. Tenant acknowledges and agrees that: (i) Landlord has not made, is not making and specifically disclaims any representation, warranty, guarantee or assurance to Tenant regarding the Leased Premises, express or implied, including, but not limited to, any representation, warranty, guaranty or assurance regarding title, physical condition, value, suitability, economic prospects, traffic flow, profit potential, compliance with all applicable governmental constitutions, statutes, laws, orders, ordinances, codes, rulings, regulations and decrees, now in force or hereafter enacted (collectively, "Applicable Laws"), zoning, environmental matters or Hazardous Substances; (ii) the Leased Premises are being leased to Tenant "AS IS - WHERE IS" and with all faults; and (iii) except as specifically set forth herein, Tenant is responsible for all costs associated with placing the Leased Premises in a condition fit for its intended purpose, including, without limitation, the cost of all repairs, replacements, alterations, additions and improvements required to cause the Leased Premises to comply with Applicable Laws.

- b. Whenever the context may require, any pronoun used in this Agreement shall include the masculine, feminine and neuter forms. All references to articles, sections and paragraphs shall be deemed references to the articles, sections and paragraphs of this Agreement, unless the context shall indicate otherwise. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement as a whole and not to any particular article, section or paragraph contained herein. The titles of the articles, sections and paragraphs of this Agreement are for convenience only and shall not affect the meaning of any provision hereof. Landlord and Tenant have agreed to the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. FOR PURPOSES OF THIS LEASE, TIME SHALL BE CONSIDERED OF THE ESSENCE.
- c. Notice is hereby given that Landlord will not be liable for any work, services, materials or labor furnished to Tenant, and no mechanic’s, materialmen’s or other lien arising or resulting from Tenant’s acts or omissions (collectively, “Tenant Liens”) shall attach to or affect Landlord’s interest or estate in the Leased Premises. Tenant shall keep the Leased Premises and its interest under this Agreement free and clear of all Tenant Liens, including, but not limited to, liens for work, services, materials or labor furnished to Tenant or alleged to have been so furnished. If Tenant fails to discharge any Tenant Lien encumbering the Leased Premises or Tenant’s interest in this Agreement within twenty (20) days after the filing thereof, then, in addition to its other rights and remedies, Landlord may (but shall not be obligated to) cause such lien to be released and discharged, in which event Tenant shall reimburse Landlord for all costs it incurs in connection therewith.
- d. Any sign that can be seen from outside of the Leased Premises must be approved by Landlord in writing, which approval shall not be unreasonably withheld or delayed. All of Tenant’s signs must be tasteful and professionally prepared. Tenant shall keep all signs (interior and exterior) in first class condition and in good repair at all times. Upon the expiration or earlier termination of this Agreement, Tenant shall remove all signs (interior and exterior) and promptly repair any damage to the Leased Premises resulting therefrom.
- e. Unless Landlord expressly agrees otherwise, in writing, if Tenant remains in possession of the Leased Premises after the expiration or earlier termination of this Agreement, then Tenant shall be deemed a tenant at sufferance on all of the terms of this Agreement, except the rent shall equal the fair rental value of the Lease Premises, as determined by an MAI certified appraiser selected by Landlord. The foregoing sentence shall in no event be construed to permit Tenant to remain in possession of the Leased Premises after the expiration or termination of this Agreement. Tenant shall be liable to Landlord for all losses, costs, damages and expenses (including, without limitation, consequential damages, reasonable attorneys’ fees, court costs and litigation expenses) that Landlord suffers or incurs because of any holding over by Tenant, and Tenant shall indemnify, defend and hold harmless Landlord from and against all claims, lawsuits, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys fees, court costs and litigation expenses) arising from delays by Landlord in delivering possession of the Leased Premises to any person or entity that are caused by Tenant’s failure to comply with the terms of this Agreement, including, but not limited to, Tenant’s failure to timely surrender possession of the Leased Premises to Landlord. **OR** Unless Landlord and Tenant expressly agrees otherwise, in writing, if Tenant remains in possession of the Leased Premises after the expiration or earlier termination of this Agreement, then this Agreement shall renew for an additional one (1) year term.

- f. Subject to Landlord's rights and remedies under this Agreement, Tenant shall peaceably and quietly hold and enjoy the Leased Premises without hindrance or interruption by Landlord or anyone claiming by, through or under Landlord so long as Tenant complies with the terms hereof.
- g. No waiver by Landlord or Tenant of any provision of or default under this Agreement shall be deemed to have been made, unless the same is in writing and signed by the party charged with making the waiver, and no waiver of any provision of or default under this Agreement shall be deemed a waiver of any other provision or default. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act.
- h. This Agreement shall be binding on the Landlord, Tenant and their respective successors and assigns; provided the foregoing shall not be construed to permit any assignment of this Agreement by Tenant. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision will be added as a part of this Agreement that is as similar to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This Agreement constitutes the entire agreement between the parties with respect to the Leased Premises, and all prior negotiations and understandings shall be deemed incorporated herein. This Agreement may only be amended or modified by a written instrument signed by both Landlord and Tenant. All of Tenant's indemnification obligations and, to the extent not fully performed, all other obligations of Tenant under this Agreement, shall survive the expiration or termination hereof.
- i. The parties shall execute and record a memorandum of this Agreement in the form attached hereto as Exhibit B.

(16) **HAZARDOUS SUBSTANCES:**

- a. "Hazardous Substances" means all hazardous or toxic substances, materials, wastes, pollutants and contaminants that are listed, defined or regulated under Applicable Laws pertaining to health, safety or the environment, including, but not limited to, (A) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., (B) the Hazardous Materials Transportation Authorization Act of 1994, as amended, 49 U.S.C. § 5101 et seq., (C) the Resource, Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq., (D) the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq., (E) the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., (F) the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (G) any so-called "superfund" or "superlien" law, and (H) the laws of the State of Tennessee. Without limiting the generality of the foregoing, Hazardous Substances specifically include medical waste, polychlorinated biphenyl (commonly known as PCBs), asbestos (friable and non-friable), radon, urea formaldehyde, gasoline, diesel fuel, oil and other petroleum products or derivatives.
- b. Except for Hazardous Substances and other toxic materials brought, kept or used in the Leased Premises by Tenant in commercial quantities similar to those quantities usually kept on similar premises by others in the same business or profession, and which are used and kept in strict compliance with all Applicable Laws, no Hazardous Substances or other toxic

materials shall be used, stored, generated, handled, manufactured or released by Tenant or any of Tenant's employees, agents, contractors, representative, subtenants or invitees on or about the Leased Premises. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all damages, penalties, expenses, claims, losses and liabilities arising as a result of any violation of this section. The foregoing indemnity shall include, without limitation, an obligation on Tenant's part to reimburse Landlord for any and all costs, expenses and reasonable attorneys' fees incurred by Landlord as a result of Tenant's violation of this section.

(Signatures on following page)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

LANDLORD: The University of Tennessee

By: _____

Name: _____

Title: _____

TENANT: _____

By: _____

Name: _____

Title: _____

APPROVED BY:

_____, _____

_____, _____

[INSERT NOTARIES IF APPROPRIATE]

Exhibit A
Depiction/Description of Leased Premises

Exhibit B
Memorandum of Lease
(attached)

Prepared by:
The University of Tennessee
5723 Middlebrook Pike, Suite 119
Knoxville, TN 37996-0041

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is made and entered into as of the ___ day of _____, 20__ (the "Effective Date"), by and between the University of Tennessee, as landlord ("Landlord"), and _____, a(n) _____, as tenant ("Tenant").

WITNESSETH:

Pursuant to that certain *Lease Agreement* entered into by Landlord and Tenant, dated *of even date herewith* (the "Lease"), Landlord has leased (and hereby leases) to Tenant certain real property (the "Premises") located in Hamilton County, Tennessee and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Premises subject to all the provisions and conditions contained in the Lease.

1. Defined Terms. Any capitalized terms used but not expressly defined in this Memorandum shall have the meaning ascribed to them in the Lease.

2. Landlord's Address. The University of Tennessee, 5723 Middlebrook Pike, Suite 11, Knoxville, Tennessee 37996-0040

3. Tenant's Address. _____

4. Initial Term of Lease. The term of the Lease commenced on _____ (the "Commencement Date") and expires on _____, unless the Lease is earlier terminated or extended in accordance with express terms thereof.

5. Renewal Options. The Lease grants Tenant _____ (___) consecutive options to renew and extend the term of the Lease, each of which, if exercised, shall extend the term of the Lease for an additional period of _____ (___) years.

6. Lease. The rent payable by Tenant for the Premises and other terms and conditions governing Tenant's use and occupancy of the Premises are set forth in the Lease, all of which are incorporated herein by reference.

7. Conflicts. The purpose of this Memorandum is to give notice of the terms and conditions of the Lease. This Memorandum shall not modify in any manner the terms and conditions of the Lease, and the parties agree that this Memorandum is not intended nor shall it be used to interpret the Lease or determine the intent of the parties under the Lease. In the event of any conflicts or inconsistencies between the terms of the Lease and the terms of this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Memorandum as of the date first above written.

LANDLORD: The University of Tennessee

By: _____
Name: _____
Title: _____

TENANT: _____

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned Notary Public for _____ County
_____, _____ with whom I am personally acquainted and who, upon oath, acknowledged
that he is the Commissioner of General Services and that he as Commissioner, being authorized so to do,
executed the foregoing instrument for the purpose therein contained by signing the name of the State of
Tennessee by himself as Commissioner.

Witness my hand and seal at office, this _____ day of _____, 20____.

Notary Public

My Commission Expires:

[SAMPLE NOTARIES]

STATE OF TENNESSEE)
COUNTY OF)

Personally appeared before me, _____, the undersigned, a Notary Public in and for said County and State, the within named _____, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in _____, Tennessee, on this the ___ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF TENNESSEE)
COUNTY OF)

Before me, _____, the undersigned, a 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 _____ [title] of _____, a(n) _____, the within named bargainor, a corporation, and that he/she as such _____ [title], being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such _____ [title].

WITNESS my hand and seal at office in _____, Tennessee, this the ___ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT A

Description of Premises

RFP ATTACHMENT 6.1

PROPOSAL PACKAGE COVER SHEET

Rental or Lease of Property

Address:

515 Vine St, Chattanooga, TN 37403

In the West Campus Housing building on the campus of University of Tennessee at Chattanooga located on the ground floor of the building at the corner of Vine and Houston Streets.

Located in:

Chattanooga, Hamilton County, Tennessee

RFP TRANSACTION NUMBER: 21-09-002

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]

RFP ATTACHMENT 6.1

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.1.).

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

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will perform pursuant to the terms of the lease agreed to by the parties, if applicable, for the total lease term.
3. The Proposer will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
4. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
5. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
6. No amount shall be paid directly or indirectly to an employee or official of the 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 Phase I and Phase II proposals submitted in response to the RFP shall remain valid for at least 90 days subsequent to the date of the Phase II Proposal opening and thereafter in accordance with any lease entered into pursuant to the RFP.
8. By submission of this response, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

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: _____

RFP ATTACHMENT 6.2

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

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME AND MAILING ADDRESS:			
PROPOSER EMAIL ADDRESS & PHONE NUMBER:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirements	Pass/Fail (University Use ONLY)
		The Phase I Proposal must be delivered to the University no later than the Phase I Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Phase I Proposal must address all matters set forth in Section 5.3 of the RFP.	
	A.1.	<u>Cover Sheet & Statement of Certifications and Assurances:</u> Provide the Cover Sheet and Proposal Statement of Certifications and Assurances (RFP Attachment 6.1) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting lease. The document must be signed without exception or qualification.	
	A.2.	<u>Conflict of Interest:</u> 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 (<i>e.g.</i> , employment by the University of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the University, and the University reserves the right to cancel any award.	
	A.3.	<u>Financial Interested Parties:</u> Complete Attachment 6.3.	
	A.4.	<u>Prior Experience:</u> Proposer must provide contact information for references who can certify that Proposer has experience with similar leasing projects completed within the last 5 years.	

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

RFP Attachment 6.3

A. Financial Interested 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 _____

PLEASE NOTE: THIS SECTION MUST BE COMPLETED.

RFP Attachment 6.4
FORM OF LEASE AGREEMENT
(see attached)