

# Guide to Leases and Use Agreements

Tennessee Board of Regents  
Office of Facilities Development



2005

**Consists of these six parts:**

**Table of Contents**

**You are here** ⇒

**Solicitation Documents**

**Authoritative References**

**Procedural Instructions**

**Administrative Forms**

**Special Alternative Agreement Forms**

**In addition, the following documents can be downloaded in their native Word™ and Excel™ formats for further use.**

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## **Solicitation Documents**

L 00100 Advertisement for Lease Proposals  
L 00450 Lease Proposal Quotation Form  
L 00515 Lease Agreement form ( TBR institution is Lessee )

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## **Administrative Forms**

L 30435 Certification of Funding for Lease Obligation  
L 30563 F&A Space Action Request FA-0006  
L 30565 F&A Office Space Requirements Analysis RSM-1A  
L 30567 F&A Supplementary Data Questionnaire RSM-1B  
L 30650 Proposal Analysis and Summary  
L 30660 Enrollment History and Projection

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## **Special Alternative Agreement Forms**

L 40501 Mutual Use Agreement  
L 40503 Transient Use Agreement  
L 40505 Tenant Use Agreement  
L 40525 Lease Agreement form for TBR as Lessor

## **ADVERTISEMENT FOR LEASE PROPOSALS**

Institution:

Working name of Needed Space:

Brief description of need:

Summary of Location Restrictions:

Summary of Space Requirements:

Summary of Lease Term Requirements:

Instructions for obtaining copies of the complete Request for Proposal:

Deadline and Location for Submission of Proposals:

# INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

## 1. NOTICE TO PROSPECTIVE PROPOSERS

Prospective proposers should carefully read all sections of the *Request for Proposals* to ensure a full understanding of all costs to the proposer, the lease proposal requirements, the evaluation process, and terms and conditions of the prospective lease. During the full term of the lease, the State expects to pay all typical costs with minimum tenant alterations.

## 2. USE AND EXECUTION OF PROPOSAL FORM

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

## 3. NET RENTABLE AND NET USABLE SPACE

The proposal form requires the proposer to provide both the NET RENTABLE SPACE and the NET USABLE SPACE being proposed. It should be noted that the space requirement in the *Request for Proposals* is stated in square feet of NET USABLE SPACE, indicating the amount of actual usable floor space requested for the sole use of the State, and excludes such support space as restrooms, mechanical equipment rooms, janitor closets, vestibules, and common areas, etc. The NET RENTABLE SPACE proposed must provide sufficient NET USABLE SPACE to meet the State's requirement. For computational purposes, the following definitions will apply:

- a) **NET RENTABLE SPACE** - The space computed by measuring to the inside finished surface of the permanent outer building walls, excluding any major vertical penetrations of the floor. No deductions shall be made for columns and projections necessary to the building.
- b) **NET USABLE SPACE** - The space computed by measuring to the finished surface of the office side of corridor and other permanent walls, to the center of partitions that separate the office from adjoining Usable Areas, and to the inside finished surface of the dominant portion of the permanent outer building walls, excluding major vertical penetrations and support areas such as restrooms, mechanical equipment rooms, janitor closets, vestibules, and common areas. No deductions shall be made for columns and projections necessary to the building.

## 4. EXCEPTIONS TO THE REQUIREMENTS OF THE REQUEST FOR PROPOSALS

All proposals will be construed to be in full compliance with all terms, conditions and requirements of the *Request for Proposals* unless the *Lease Proposal Quotation Form* clearly and fully describes any deviation or exception in the space provided for such description.

## 5. STATEMENT OF FINANCIAL INTERESTS

In compliance with Tennessee Code Annotated Section 12-2-114, attach to the *Lease Proposal Quotation Form* a list of the entities financially interested in the proposed space, on the form provided as Section 00455 of the *Request for Proposals*, or a comparable document providing and limited to the same information. This requirement includes the interests of the owner/agent, lienholders, and known future purchasers or lienholders.

## 6. PROPOSAL SECURITY

- a) Each lease proposal is to be accompanied by a Proposal Bond, Cashier's Check, or Certified Check payable to the State of Tennessee in the amount of 10% of the first year's rental or \$5,000.00, whichever is less, as earnest money security to assure that the proposer will execute a lease upon acceptance of its proposal. Upon selection of a satisfactory lease proposal, all security will be returned except that of the successful proposer. The security of the successful proposer will be returned upon the execution of a lease with the State and satisfactory completion of required alterations.
- b) In the event the successful proposer fails to execute a lease based on his lease proposal within ten days after receiving a lease submitted for the proposer's signature, the security shall be forfeited to the State.

## 7. WAIVER OF SECURITY REQUIREMENT FOR CURRENT LESSORS

- a) In cases where the State has occupied space for at least six (6) months and the current lessor is submitting a proposal for renewal of the lease, the PROPOSAL SECURITY requirements above are waived for the current lessor only.
- b) In the event the current lessor is the successful proposer and fails to execute a lease based on its proposal within ten (10) days after receiving a lease submitted for the proposer's signature, the State shall be entitled to withhold the sum specified in PROPOSAL SECURITY above from any rents due to such proposer.

## 8. SCHEMATIC FLOOR PLAN

- a) The proposal must include a schematic floor plan drawn to a scale of 1/8" to 1'-0", indicating, but not limited to, the space offered showing the location of all existing windows, interior walls, columns, partitions, mechanical equipment, structural features, electrical outlets, etc., reflecting the "as is" condition of the space offered.
- b) If the proposer proposes to perform alterations and/or renovations, the cost of which is included in the proposed rental amount, a separate floor plan reflecting the planned alterations and/or renovations along with a narrative description should be included with the proposal.
- c) The proposer shall indicate the capacity, size and type of elevator equipment.
- d) Floor plans provided by the proposer will be used to evaluate the space for suitability purposes.

- e) The proposer's schematic floor plan is not necessarily the final plan the State will approve or use.
- f) The successful proposer, upon receipt of a fully executed lease, will work under the guidance of a State facilities planner, who will provide the successful proposer with tenant needs in the form of program drawings (floor plans) showing open office workstations and hard-wall office / room locations.

## 9. SUBMISSION OF PROPOSALS

- a) The pre-addressed envelope, included with the *Request for Proposal*, shall be used in submitting a lease proposal. Proposers are to indicate their name, address and telephone number on the upper left corner of the envelope. Proposals which are mailed must be provided with sufficient postage for delivery. Proposals received after the proposal opening date and time will not be considered.
- b) It is the proposer's responsibility to ensure that lease proposals are submitted in sufficient time to be received prior to the deadline indicated in the *Request for Proposals*.
- c) Unless specifically requested by the State, telegraphic proposals will not be considered.
- d) All parts of the *Lease Proposal Quotation Form*, must be filled in, even if only with "Not Applicable".

## 10. PHOTOGRAPHS

Include in the proposal recent color photographs, printed at least 4 inches by 6 inches in size, of the proposed space. Include a minimum of two (2) photographs per floor, four (4) exterior elevation shots depicting all sides of the building and one (1) photograph of the roof.

## 11. SITE LOCATION MAP

Include in the proposal a site location map showing the relationship of the proposed space to public roadways, parking, transportation, shopping, and natural features such as rivers, drainage, etc.

## CRITERIA FOR EVALUATION OF PROPOSALS

1. The State will evaluate all conforming lease proposals submitted. Evaluation will consider effective annual cost and various aspects of suitability. The lease proposal selected will be that proposal which is in conformance with the requirements of the *Request for Proposals* and which in the State's judgment of the factors described herein is most nearly suitable to the State's needs.
2. The State requests that proposals be submitted within a range of usable square feet which will meet the State's needs. It is the State's intent to use a range of space to create a competitive environment to ensure that the State is obtaining the lowest cost possible for the space required. Usable square footage in excess of that which is necessary to meet the State's minimum needs will not necessarily enhance a proposal's chance of success, since the cost evaluation is performed on the total effective annual cost - not on a cost per square foot basis.
3. **CONFORMITY**
  - a) Proposals will be evaluated for conformity with the requirements of the *Request for Proposals*. Only those proposals conforming to the requirements of the *Request for Proposals* will receive further consideration.
  - b) The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with the *Request for Proposals*; in which case, such waiver shall not modify the requirements of the *Request for Proposals* or excuse the proposer from full compliance with the requirements. Notwithstanding any minor variance, the State may hold the proposer to strict compliance.
4. **EVALUATION OF LOWEST AVERAGE ANNUAL EFFECTIVE COST**
  - a) For the purpose of comparing the cost of lease proposals, the State will evaluate the lease proposal based on the average annual effective cost over the term of the proposed lease using the annual base rent amount proposed and cost estimates.
  - b) The following are standard cost estimates which will be used in determining the average annual effective cost for each proposal, if not included as part of the base annual rent:
    - 1) **Annual Utility Cost**  
will be determined by multiplying the proposed rentable square feet by \$1.40.
    - 2) **Annual Janitorial Cost**  
will be determined by multiplying the proposed rentable square feet by \$1.10.
  - c) Standard costs estimates which may be used in determining the average annual effective cost for each proposal, if not included as part of the base annual rent, are described below. The *Request for Proposals* sets forth the specific standard estimates to be used in the evaluation relative to the needs of the State at the time proposals are requested. If needs or requirements of the State change after issuance of the *Request for Proposals*, the estimates for evaluation purposes will remain the same.

- d) The following are standard estimates that may be used in evaluating a proposal submitted by the current Lessor:
- 1) **Annual cost of reconfiguring the current open office work stations**  
will be based upon a cost of \$200 per station divided by the term of the lease.
  - 2) **Annual cost of purchasing new open office work stations**  
will be based upon a cost of \$3,000 per work station divided by fifteen years.
- e) The following are standard estimates that may be used in evaluating a proposal submitted by other than the current Lessor:
1. **Annual cost of moving telephones**  
will be based upon a cost of \$300 per person divided by the term of the lease.
  2. **Annual cost of moving computers**  
will be based upon a cost of \$150 per computer divided by the term of the lease.
  3. **Annual cost of hiring movers to move existing furniture, fixtures, and data**  
will be based upon a cost of \$100 per person divided by the term of the lease.
  4. **Annual cost of moving existing open office work stations**  
will be based upon a cost of \$250 per work station divided by the term of the lease.
  5. **Annual cost of purchasing new open office work stations**  
will be based upon a cost of \$3,000 per work station divided by fifteen years.
- f) The State, however, is not limited to the standard costs identified above for evaluation purposes. There may be other annual costs included in the evaluation of proposals based upon a specific need or requirement of the agency to be located in the space advertised. If such other annual costs are to be included in the evaluation, each cost and the basis for it will be noted in the *Request for Proposals*.
- g) The **Average Annual Effective Cost** will be determined by summing the total annual base rent, annual utility costs not included in the annual base rent, standard cost estimates and the other cost estimates as identified in the *Request for Proposals* and which are not included in the annual base rent.

## 5. SUITABILITY

### a) **Space Arrangement and Configuration**

The *Request for Proposals* indicates the type of space arrangement desired.

The space arrangement will be evaluated as follows:

- 1) **Open Office:** To make maximum use of State-owned open office landscape equipment, preference will be given to open office space with a minimum of subdivisions, partitions, irregularities and obstructions. Consideration will also be given to the adaptability of mechanical and electrical systems to accommodate a limited amount of hardwall space construction.

- 2) **Hardwall Office:** Hardwall space should be partitioned into individual offices with a reasonable mix of private offices, reception/clerical areas and support space such as conference rooms, storage space, etc. The State will be the sole judge of the functional suitability and adaptability of the arrangement to meet the needs of the prospective tenant.
  - 3) **Configuration:** The space should have a regular, well-proportioned shape, with a minimum of non-removable obstructions to permit efficient layout and utilization of the space. The State will consider the configuration of the proposed space in evaluating lease proposals.
- b) **Availability of Expansion Space**

The lease proposal should include, if available, the capability of providing expansion space during the term of the lease. The potential for expansion space may be considered in evaluating the lease proposal.
  - c) **Amenities**

The State desires locations which provide pleasant surroundings, convenient parking for employees and clients, and good access to public transportation and restaurant facilities. The availability of such amenities, when required, will be considered in evaluating lease proposals.
  - d) **Purchase Options**

The availability of a purchase option or options will be considered in evaluating lease proposals. In considering the merits of purchase options proposed, the State will consider the desirability and value of the property, the purchase price and projected need for the space on a long term basis.
  - e) **Other Requirements**

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



# LESSOR PROPOSAL QUOTATION FORM

**To:**

1. This Proposer hereby offers to lease space to the State of Tennessee in accordance with the terms and conditions stated in the ***Request for Proposals***.

2. The **space offered** is identified and described as follows:  
*(Street Address should be the 911 emergency response location)*

Name of Building: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

The Building is located on:  
 Assessor's Map # \_\_\_\_\_ and Parcel Number: \_\_\_\_\_

Deed to this property is registered in:  
 County: \_\_\_\_\_ Deed Book: \_\_\_\_\_ Page: \_\_\_\_\_  
 (This information may be obtained at the County Register's office and/or Tax Assessor's office.)

3. This lease proposal is based on the following **CONTIGUOUS NET USABLE SPACE** and **NET RENTABLE SPACE** within the building described above, for the **TERM** set forth below:

CONTIGUOUS NET USABLE SPACE	
Square Feet	Floor Number
_____	square feet on floor # _____
_____	square feet on floor # _____
_____	square feet on floor # _____
_____	square feet on floor # _____
_____	square feet on floor # _____
_____	square feet on floor # _____
_____	square feet on floor # _____
_____	square feet on floor # _____
_____	Total

**CONTIGUOUS NET USABLE SPACE** is defined for the purposes of this proposal as all net usable floor area, without intervening tenants, located in a single parcel of space on a single floor. Unless restricted by additional criteria stated in the ***Request for Proposals***, if the square footage exceeds the amount available on a single floor, then additional area may be provided on an adjacent floor until all of the area on the adjacent floor is exhausted. Additional criteria in the ***Request for Proposals*** requiring a single floor location, such as "to be located on one level" or "to be on one level ground floor", prohibits the option of using adjacent floors.

\_\_\_\_\_ square feet of **NET RENTABLE SPACE** for a **TERM** of \_\_\_\_\_

4. The **proposed base rental** for the space described above is as follows:

**Proposal A:** Proposed base rental based upon the State reserving the right to cancel the lease upon 90 days written notice to Lessor, to be written into the TERMINATION FOR CONVENIENCE section of the *Standard Form for Lease*:

\$ \_\_\_\_\_ **Annually**

**Proposal B:** Proposed base rental based upon the State waiving its right to cancel the lease except as provided in the TERMINATION FOR CAUSE and APPROPRIATIONS sections of the *Standard Form for Lease*:

\$ \_\_\_\_\_ **Annually**

5. The proposer makes the following stipulations as to secondary costs:

a) The previously stated rental quotation includes utilities and services at Lessor's cost as indicated below; and, for those utilities not included in the quotation, separate meters will be provided for State space.

Electricity	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No. A separate meter will be provided.
Gas	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No. A separate meter will be provided.
Water and sewer	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No. A separate meter will be provided.
Janitorial Service and Supplies including Restroom Supplies	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No.

b) This Proposer will complete all required renovation, refurbishment, improvements, and construction necessary to meet the State's requirements contained in the *Standard Specifications for Office Space*, but exclusive of tenant alterations, within \_\_\_\_\_ calendar days of receipt of an executed lease.

6. I, the Proposer, understand and acknowledge by my signature each of the following:

- a) I have received, read, and understand the *Request for Proposal* package.
- b) Any exceptions to the terms, conditions, and specifications contained in the *Request for Proposal* package are clearly and precisely set forth in an attached, signed statement, which specifically refers back to this item 6b of this *Lessor Proposal Quotation Form*; and, that in all other respects, this proposal is made in accordance with the *Request for Proposal* Package.

**Mark this box if a statement of exceptions is attached.**

- c) The State will not waive the proposal security requirement, except for current lessors meeting the requirements set forth in the *Instructions for Submission of Proposals*.
- d) The terms and conditions set forth in the *Request for Proposal* Package are those desired by the State.
- e) The State reserves the right to reject any and all proposals and to waive any informality in any proposal.
- f) Compliance with applicable codes is required for access to and use of the rental space.

- g) I will hold this lease proposal open for a period of one hundred twenty (120) calendar days from the date of the opening of the proposals; and I will enter into and execute a lease, if offered, on the basis of this proposal, and complete and sign an Authorization Agreement for Automatic Deposits (ACH Credits) Form.
- h) I will permit the State to audit the proposed net rentable space to verify the accuracy of the proposal, and if the actual space available is less than indicated in the proposal but still within the State's requirements, a corresponding adjustment in the rental amount will be made.
- i) TCA § 12-2-114 requires disclosure of those financially interested in the lease, and I have attached a list with the name, address, and telephone number of each such person or entity.
- j) The proposal must be signed by a person or persons authorized to bind the proposer to a contract. Failure to complete this quotation form may be cause for rejection of the proposal.
- k) If Tenant Development Services will be required of the successful proposer, under the guidance and support of a state facilities planner, then, for these services, the Architect(s) and/or Interior Designer(s) I will utilize is/are:

\_\_\_\_\_

7. As required by the **Request for Proposal** package (paragraphs 6 and 7 of Instructions for Submission of Proposals), Proposal Security is as follows (check one):

- proposal bond, attached; or
  certified check, attached; or
  cashier's check, attached; or
  waived for eligible current lessor

8. Proposers are encouraged to submit plans, maps, photographs, and other supporting material, which might be useful to the State in understanding and evaluating the Proposal; and, the following attachments, which are required by the **Request for Proposal** Package, are submitted with and made a part of this proposal:

- site location map.
- floor plan of space proposed (paragraph 8 of Instructions for Submission of Proposals)
- photographs (paragraph 10 of Instructions for Submission of Proposals).
- supplementary building description and data schedule.
- authority to bind (agents only).
- list of those having financial interest in the proposed lease, per item **6i** above.

9. Thus, this proposal is made:

<b>Owner</b> Name: _____ Address: _____  Telephone: _____ Fax number: _____ e-mail: _____ FIN number: _____ OR SocSec number: _____	<b>Proposer</b> Name: _____ Address: _____  Telephone: _____ Fax number: _____ e-mail: _____ Title: _____ Date: _____
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**Proposer's Signature:** \_\_\_\_\_

## LIST OF ENTITIES HAVING FINANCIAL INTEREST

It is a requirement of TENNESSEE CODE ANNOTATED Section 12-2-114 that the lease proposal contain a statement listing the names of any and all persons financially interested in the proposed space. This requirement includes the interests of the owner/agent, any lienholders or any known future purchasers or lienholders. This information can be provided using this form, or a similar document providing the same information. If a copy of this document is used, the user is asked to also fill in the proposal reference and page number blanks below, to ensure that all pages are correctly recognized.

For attachment to the proposal by \_\_\_\_\_

this is page \_\_\_\_ of \_\_\_\_

Interested Party: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ ZipCode: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact: \_\_\_\_\_  
(if a company or organization, please provide a name of a contact person)

Interested Party: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ ZipCode: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact: \_\_\_\_\_  
(if a company or organization, please provide a name of a contact person)

Interested Party: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ ZipCode: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact: \_\_\_\_\_  
(if a company or organization, please provide a name of a contact person)

Interested Party: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ ZipCode: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact: \_\_\_\_\_  
(if a company or organization, please provide a name of a contact person)

Interested Party: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ ZipCode: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact: \_\_\_\_\_  
(if a company or organization, please provide a name of a contact person)

# PROPOSAL BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we

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as Principal, hereinafter called the **Principal**, and

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a fidelity or bonding corporation duly organized under the laws of the State of

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

**WHEREAS**, the **Principal** has submitted a proposal for

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

**SIGNED** and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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Witness

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Principal

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Title

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Witness

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Surety

*Power of Attorney for the person signing on behalf of the Surety must be attached.*

# PROPOSAL TERMS AND CONDITIONS

## 1. TERM

The term of proposed lease is to be Five (5) years unless otherwise indicated in the *Request for Proposals*.

## 2. CANCELLATION

The State reserves the right to cancel leases entered into as a result of this *Request for Proposals* upon ninety (90) days written notice to the lessor, unless an alternate proposal was made and accepted.

## 3. MINIMUM STANDARDS

All space proposed must meet the requirements of the *Standard Specifications for Office Space* prior to occupancy by the State. Any repairs, refurbishment, modifications, alterations or improvements required to meet these standards are to be performed at the lessor's expense and shall be completed prior to the beginning of the lease term. Space and its associated public access and facilities must comply with the Americans with Disabilities Act (ADA) latest Accessibility Guidelines (ADAAG) and the Accessibility Act for Public Buildings TCA § 68-120-201.

## 4. CODE COMPLIANCE

- a) Prior to occupancy by State, proposed space must comply with building code, fire code, handicapped accessibility code, and all other pertinent codes, standards, regulations and laws. Any repairs, refurbishments, modifications, alterations or improvements required to meet codes are to be performed at the lessor's expense and shall be completed prior to the beginning of the lease term. The State may require submission of fire and handicapped accessibility inspection reports or other evidence of code compliance. A list of adopted codes together with locations whence copies may be obtained is included as Section 01411 of the *Request for Proposals*. Facilities must conform to the provisions of Accessibility Act for Public Buildings TCA § 68-120-201. The State Fire Marshal's Office is the enforcing authority for all State buildings.
- b) A State Building means any public building owned or leased by the State of Tennessee or any department, institution or agency thereof (Rule 0780-2-3.01, Paragraph 1.c). All proposed space is classified as Public Work, and must conform to TCA § 62-2-107. Construction plans shall be prepared by a registered architect or registered engineer. The State Fire Marshal's Office may review all construction plans for State office use regardless of the size of the tenant space, the height of the structure, or the county or city location. Lessor is responsible for obtaining the review of construction plans by the State and local Fire Marshal authorities, allowing sufficient time for such reviews, and for the costs associated with the review process.



## 7. UTILITY COST

- a) Base rent may include the cost of utilities. However, the State will reimburse the Lessor for the cost of utilities associated with, and properly allocable to, the premises leased by the State in excess of \$1.40 per square foot per year. Prior to any repayment the Lessor shall submit an annual request for reimbursement with copies of appropriate utility bills for approval by the State.
- b) If utilities cannot be included in the base rent, an exception must be noted in the space provided for such notations in the *Lease Proposal Quotation Form*. If an exception is made, the State will include \$1.40 per square foot for utilities in the determination of average annual effective cost for evaluation purposes.
- c) The Proposer shall fill in the top portion of Section 01185 of the *Request for Proposals*, identifying all applicable utility providers that will serve the proposed property, and submit this with the *Lease Proposal Quotation Form*.

## 8. JANITORIAL SERVICES

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

## 9. INSURANCE

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

## 10. FORM OF LEASE

The lease will be prepared on the State's standard lease form, as exhibited in the *Request for Proposal* package.

## 11. TENANT DEVELOPMENT SERVICES

- a) Upon receipt of a fully executed lease, Lessor will work with a State facilities planner, who will provide Lessor with tenant needs in the form of program drawings (floor plans) showing open office workstations and hard-wall office / room locations. The successful proposer will then provide the State facilities planner construction drawings for approval based upon the tenant needs as provided by the State. All proposed space is classified as Public Work, and therefore must conform to TCA § 62-2-107, which states that construction plans shall be prepared by a registered architect or registered engineer. The State or local Fire Marshal's Office will review all architectural plans for office use, regardless of the size of the tenant space or the height of the structure. Lessor shall obtain review of construction plans by the appropriate Fire Marshal authority, and pay costs associated with the review process.
- b) Lessor will provide final new construction cleaning of the proposed space immediately prior to the date of occupancy.
- c) Lessor will provide final hardwire connections of all electrical power poles for open office furniture prior to tenant move-in, and conforming to *Standard Specifications for Office Space* Item 4 Electrical Outlets and Switches.
- d) The State will coordinate tenant move-in.



## **12. WORK PERFORMANCE**

All work in performance of this lease must be done by skilled/licensed workers or mechanics.

## **13. AUTOMATIC DEPOSITS**

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

## **14. GENERAL AND EXTERIOR MAINTENANCE**

Lessor shall be responsible for all general and exterior maintenance, but not limited to, light bulbs, HVAC filters, yard care, snow removal, and trash. Any exception shall be identified by the proposer in the *Lease Proposal Quotation Form*, where the form provides space for such identification.

# PROPOSAL SUPPLEMENT FOR OPTION TO PURCHASE

## TO PROPOSERS:

1. The State of Tennessee may consider an option to purchase the property being offered for lease. If you wish to offer the property for sale, please complete this form and include it with the proposal.
2. If the property will not be available for purchase during an interval, fill in "N/A" in the space for the purchase price, and please indicate the reasons in the space provided below.

## TO THE STATE:

1. The property is available for purchase during the term of the proposed lease for the purchase price indicated below:

During the	first	year of the lease for a purchase price of	\$	_____
During the	second	year of the lease for a purchase price of	\$	_____
During the	third	year of the lease for a purchase price of	\$	_____
During the	fourth	year of the lease for a purchase price of	\$	_____
During the	fifth	year of the lease for a purchase price of	\$	_____

2. The property is not offered for sale at this time for the following reason(s):

--

3. Submitted on behalf of the Proposer by:

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

# LEASE AGREEMENT FORM

(TBR institution is Lessee)

This Instrument Prepared By:



**Tennessee Board of Regents**

Suite 350

1415 Murfreesboro Road

Nashville, Tennessee 37217-2833

Administrative use only:
Agency: _____
Allotment Code: _____
No. _____

This Lease, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, made by and between

hereinafter called the Lessor, and

**the Tennessee Board of Regents, on behalf of**

hereinafter called the State.

**WITNESSETH:**

- 1. LOCATION:** The Lessor hereby leases unto the State those certain premises with the appurtenances situated in the County of \_\_\_\_\_, City of \_\_\_\_\_, located at \_\_\_\_\_
- 2. DESCRIPTION:** The premises above are more particularly described as follows:

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

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

#### 4. RENTAL:

- a) State shall pay rental in arrears on the last day of the payment period as follows:

\_\_\_\_\_ rent of \$ \_\_\_\_\_, payable in installments of \$ \_\_\_\_\_ per \_\_\_\_\_.

Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified, based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 6, or to such other address as the Lessor may designate by a notice in writing.

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

#### 5. TERMINATION:

- a) **FOR CONVENIENCE:**

State may terminate this lease at any time by giving written notice to the Lessor at least \_\_\_\_\_ days prior to the date when such termination becomes effective. Notice shall commence on the day after the date of mailing.

- b) **FOR CAUSE:** The State may in its sole discretion terminate this lease at any time for any of the following causes:
- 1) Failure of the Lessor to provide any of the services required under the terms of this lease;
  - 2) Failure by the Lessor to make such modifications, alterations or improvements as may be necessary to ensure that the leased premises are brought up to, and maintained at, codes for building construction, health, fire and life safety, and handicapped accessibility, applicable to the leased premises, except where deficiencies are caused by State;
  - 3) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created;
  - 4) Termination or consolidation of the State operations or programs housed in the leased premises because of loss of funding or otherwise;
  - 5) Lack of funding by the appropriate Legislative Body for obligations required of the State under this lease;

- 6) Misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution, or term of this lease;
- 7) The availability of space in State-owned property, provided that no cancellation for this reason may take place until the lease has been in effect for one year; and,
- 8) Any other breach of the terms of this lease by Lessor which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessor.

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

To the Lessor at:

To the State at:

**Tennessee Board of Regents  
Office of Facilities Development  
Suite 664  
1415 Murfreesboro Road  
Nashville, Tennessee 37217-2833**

- 7. ASSIGNMENT AND SUBLETTING:** The State shall not assign this lease without the written consent of the Lessor, but shall in any event have the right to sublet the leased premises.
- 8. INSPECTION:** The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 9. ALTERATIONS:** The State shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this lease or any renewal or extension thereof, or within a reasonable time thereafter.
- 10. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the State will peaceably surrender to the Lessor the leased premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the State has no control or for which Lessor is responsible pursuant to this lease, excepted. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event the State elects to remove any such improvement or fixture and such removal causes damages or injury to the leased premises and then only to the extent of any such damage or injury.

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

**12. REPAIR AND MAINTENANCE:**

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

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

**14. DESTRUCTION:**

- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.
- b) In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option, may terminate this lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under this lease and any other lease between Lessor and State.

- c) In the event of any such destruction other than total, where the State has not terminated the lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of the leased premises and, in any event, if repairs are not completed within the period of thirty (30) days for destruction aggregating ten (10) percent or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten (10) percent, the State shall have the option to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.
- d) In the event the State remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

**15. SERVICES AND UTILITIES :**

- a) The Lessor shall furnish to the State, during lease term, at Lessor's sole cost, the following services, utilities and supplies: (Enter "X" in each applicable box)

	1) All utilities (except telephone)		5) Hot and Cold Water Equipment
	2) Janitor Services & Supplies		6) Restroom Supplies
	3) Drinking Fountain		7) Heat Equipment
	4) Elevator Service		8) Air Conditioning Equipment

- b) The **janitorial service**, if provided above, shall be provided in accordance with the following schedule:

- 1) **Daily:**  
Dust all furniture, counters, cabinets and window sills; sweep all floors, empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; remove snow from entrance ways and parking areas if present; clean the parking area; and replace light bulbs, tubes, ballasts and starters if necessary.
- 2) **Weekly:**  
Mop all floors and dust all venetian blinds. Vacuum carpets, if any.
- 3) **Every Other Month:**  
Strip and wax all floors.
- 4) **Semi-Annually:**  
Wash all windows, venetian blinds, light fixtures, walls and painted surfaces.

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

- 16. SERVICES CREDIT:** Lessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor pursuant to Paragraph 15 hereof and that should the State vacate the premises prior to the end of the term of this lease, or, if after notice in writing from the State, all or any part of such services, utilities or supplies for any reason are not used by the State, then, in such event, the monthly rental rate as to each month or portion thereof as to which such services, utilities or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.
- 17. TIME OF THE ESSENCE:** Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.
- 18. HOLDING OVER:** In the event the State remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.
- 19. FINANCIAL INTEREST:** The Lessor will provide or has provided to the State a list of names and addresses of persons, associations, or corporations who hold any financial interest in the above leased property; such list shall be immediately revised in the event of a transfer of any such interest.
- 20. CODES:** The Lessor shall maintain the leased premises in accordance with all fire, building and life safety codes and the Americans with Disabilities Act.
- 21. SPACE AUDIT:** The Lessor certifies that the amount of space, as described in Paragraph 2 above, is accurate to the best of its knowledge. The State reserves the right to perform physical measurements of the space and adjust the rental amount based upon the amount of space as measured. If the measured amount is less than the amount of space indicated in Paragraph 2 above, the adjustment in rent shall be a percentage reduction equal to the percentage difference between the space as reported by the Lessor and that actually measured by the State. In all cases, the State shall use the current Building Owner's and Manager's Association (BOMA) standards of measurements for either single or multi-tenant occupancy, whichever is applicable.
- 22. PEST CONTROL:** The Lessor shall maintain the premises in a condition that is free of pests, rodents, and other vermin.
- 23.** The Lessor fully understands that this lease is not binding except and until all appropriate State officials' signatures have been fully obtained, approval of this agreement has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessor.



- 24. Payment of Taxes: Lessor, by virtue of leasing property to the State, does not become a State agency, entity, or employee, and is not entitled to any rights, privileges, or immunities pertaining to the State or its agencies and instrumentalities. Lessor shall pay all applicable taxes by virtue of ownership of the property subject to this lease and is not authorized to pass through the amount of such taxes to the State.
- 25. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

---

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

**LESSOR**

**STATE**

**BY:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*must be notarized if Term is greater than 5 years  
or lease consideration is more than \$40,000 per year*

**BY:** \_\_\_\_\_

**Institution Executive**  
*President for University or College or Vice-Chancellor for a Technology Center,  
and notarized if Term > 5 years or rental > \$40,000 per year*

**BY:** \_\_\_\_\_

**System Executive**  
*Chancellor or designee if Term > 5 years or rental > \$15,000 per year*

**BY:** \_\_\_\_\_

**Commissioner of Finance and Administration**  
*if Term > 5 years or rental > \$40,000 per year*

**Approved as to  
form and legality:** \_\_\_\_\_

**Attorney General**  
*if Term > 5 years or rental > \$40,000 per year*

*Note: in preparing the final Lease instrument for execution, italicized notes within his signature area may be deleted, blanks for inapplicable signatures may be deleted, blanks for additional signatures by lessor may be added, and personal names and titles may be added or adjusted, as appropriate. This signature area has been prepared here to indicate typical signatures required.*

**BY:** \_\_\_\_\_

**Governor**  
*if this supplements or modifies an existing Lease which was signed by the Governor.*

# SIGNATURES AUTHENTICATION FORM

for lease made by and between

and

a Tennessee Board of Regents institution

---

**LESSOR/LESSEE** entering into agreement with the STATE shall provide appropriate notary here  
*if term is greater than 5 years or consideration is greater than \$40,000 per year:*

---

**STATE** shall provide appropriate notary here *if term is greater than 5 years or consideration is greater than \$40,000 per year:*

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

Personally appeared before me, the undersigned Notary Public  
for the above named County,

Name: \_\_\_\_\_

Title: \_\_\_\_\_

with whom I am personally acquainted and who, upon oath,  
acknowledged that he/she is titled as indicated above and that  
as such, 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/herself in this  
capacity.

Witness my hand and seal at office, this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

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

Personally appeared before me, the undersigned Notary Public  
for the above named County,

Name: \_\_\_\_\_

Title: \_\_\_\_\_

with whom I am personally acquainted and who, upon oath,  
acknowledged that he/she is titled as indicated above and that  
as such, 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/herself in this  
capacity.

Witness my hand and seal at office, this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

# ACH CREDITS FORM

Automated Clearing House Credits (not wire transfers)  
Authorization Agreement for Automatic Deposits

Name: \_\_\_\_\_

Federal Identification Number or Social Security Number  
under which you are doing business with the State: \_\_\_\_\_

I (we) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to) my (our \_\_\_\_\_  
*select type of account*  Checking or  Savings

account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account. This authority to remain in full force and effect until the STATE has received notification from me (or either of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

Do you currently receive payments from the State through ACH?  Yes  No

If yes, do you intend for this account information to replace other existing account information currently used by the State?  Yes  No

If yes, please specify the account that should be changed:  
ABA Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Is this authorization only for certain types of payments?  Yes  No  
If yes, please indicate types: \_\_\_\_\_

Many banking institutions use different numbers for ACH.  
Please call your bank for verification of ACH transit and account number.

Bank official contacted: \_\_\_\_\_ Phone number: \_\_\_\_\_

Depository / Bank:

Name: \_\_\_\_\_ Branch: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Transit/ABA No. \_\_\_\_\_ Account No.: \_\_\_\_\_

*please print name(s) of authorized account signatory*

Name(s) \_\_\_\_\_

Date \_\_\_\_\_ Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Please attach a deposit slip (or for checking accounts, a voided check).

Please indicate address to which you would like your remittance advices routed when payments are processed:

For State use only:

Contact Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

# SUBSTITUTE W-9 FORM

Request for Taxpayer identification number and certification

---

**1. Please complete general information:**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

---

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

- 1) Individual (not an actual business)
- 2) Joint account (two or more individuals)
- 3) Custodian account of a minor
- 4) **a)** Revocable savings trust (grantor is also trustee)  
**b)** So-called trust account that is not a legal or valid trust under state law
- 5) Sole proprietorship (using a social security number for the taxpayer ID)
- 6) Sole proprietorship (using a federal employer identification number for taxpayer ID)
- 7) A valid trust, estate, or pension trust
- 8) Corporation
- 9) Association, club, religious, charitable, educational, or other non-profit organization (for entities that are exempt from federal tax, use category 13 below)
- 10) Partnership
- 11) A broker or registered nominee
- 12) Account with the Department of Agriculture in the name of a public entity that receives agricultural program payments
- 13) Government agencies and organizations that are tax-exempt under Internal revenue Service guidelines (i.e., IRC 501(c)3 entities)

---

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

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

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

\_\_\_\_\_ - \_\_\_\_\_

---

**4) Sign and date the form:**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

# STANDARD SPECIFICATIONS FOR OFFICE SPACE

The following specifications are intended as standard guidelines. Equal or higher quality materials may be substituted if approved by the State.

## 1. TYPE OF BUILDING

The building in which the space is offered must be of sound and substantial construction. The building shall be either one designed for general office use or shall be capable of being modified to meet general office use. It shall be in a neat, clean condition, energy efficient (i.e. properly insulated), weather tight with dry walls, floors and ceilings. All equipment, mechanical systems and electrical systems shall be in good operating condition. The building shall be free of any structural, mechanical, electrical, health or safety hazard.

## 2. HEATING, AIR CONDITIONING, AND MECHANICAL VENTILATION

Heating, air conditioning and ventilation systems are required which are capable of maintaining the temperature at 74 degrees F., plus or minus 2 degrees, and maximum relative humidity of 50% throughout the entire leased premises and service areas, regardless of outside temperature. Ventilation must meet current ASHRAE standards.

## 3. LIGHTING

- a) **Interior:** Modern, diffused fluorescent fixtures, with thermally protected electronic sound rated "A" ballasts, shall be provided to produce and maintain a minimum light intensity of 60 foot candles at desk level, evenly distributed throughout the entire space. Any new fixtures installed shall be of the energy-saving type.
- b) **Exterior:** All building entrances and exits must have adequate outside lighting on electronic sensors as approved by the State. Additionally all sides of the building facing a parking area must be equipped with wall-pack units controlled by electronic sensors.

## 4. ELECTRICAL OUTLETS AND SWITCHES

- a) Existing electrical outlets, switches, panel boxes and other electrical devices shall be in proper working order. All existing and new electrical work shall comply with the Building Code in effect for State construction, and local codes. Lessor shall be responsible for all costs related to electrical outlets for hard-wall offices and open office furniture electrical power poles.
- b) Lessor shall provide one electrical power pole, with separate channel for voice and data cables, for every two staff open-office workstations, and two additional electrical power poles for support equipment for every 7,500 rentable square feet. Each electrical power pole is to be hardwired to one dedicated 20-amp circuit with isolated neutral, in addition to the standard 110-volt electrical wall outlets to be located in all private hard-wall offices and rooms. All corridors with floor-to-ceiling walls are to have 110-volt electrical wall outlets for vacuuming. The telephone/data closet will have two quad-outlets on two 20-amp dedicated circuits with isolated neutrals.

## 5. FLOOR COVERING

- a) New floor covering shall be provided if existing floor covering is not acceptable to the State. New floor covering in office areas shall be commercial grade carpet. Commercial grade vinyl composition tile floor covering is acceptable in entrance areas, break rooms, janitor closets, utility/mechanical rooms and restrooms.
- b) New carpet shall be a minimum of 26 oz. face-weight continuous filament 100% nylon fiber with unitary backing and a minimum density factor of 7000. Level or textured-loop carpet is acceptable. Olefin fiber is not acceptable.
- c) Carpet shall be approved by the State, comply with all fire codes, bear proof of test certification, and be installed according to the manufacturer's recommendations, including the use of adhesive.
- d) Immediately prior to the date of occupancy, lessor shall provide for all flooring to receive final new construction cleaning, and for all vinyl floor covering to be stripped, sealed, and waxed.
- e) State may require replacement of floor covering after the fifth year of a ten-year lease, which the lessor shall provide at its own expense. Replacement carpet and tiles may be installed using a panel lift system in open-office areas.

## 6. ACOUSTIC CEILING

A 2' x 4' lay-in ceiling system with a Class A fire rating is required. All systems shall meet State and local fire codes. Preferred height is 8'6" to 9'0" and in no case shall be less than 8' from floor to lowest obstruction. Higher ceilings may be permitted for public spaces such as entrances and lobbies. Ceiling heights of more than 9'0" are considered an Exception.

## 7. RESTROOMS

- a) The proposed lessor shall provide separate barrier-free male and female restrooms. The per floor square footage of restrooms shall be in the ratio 45% for men and 55% for women, and shall be based on 150 square feet of net rentable area per person. See Item 16 of this section for accessibility requirements.
- b) After calculating the number of persons to be accommodated by dividing the proposed net rentable area per floor by 150, the minimum quantity of restroom fixtures shall be as shown in the following table:

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

- c) Restrooms shall be equipped with liquid soap dispensers and mirrors. Employee restrooms shall have paper towel dispensers. Client or public restrooms shall have hand blow driers. Restrooms not clearly defined shall be treated as public restrooms.
- d) Lessor shall ensure that, immediately prior to the date of occupancy, all restroom fixtures to receive final new construction cleaning.

## **8. DRINKING FOUNTAINS**

Chilled water drinking fountains shall be provided at convenient locations so that a person will not have to travel more than one hundred and fifty (150) feet to reach one. Each floor of office space shall be provided with at least one centrally located chilled water drinking fountain. See Item 16 of this Section for requirements for Accessibility.

## **9. WINDOW COVERING**

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

### **b) Exterior (new construction)**

- 1) Wood framed window units shall be fixed glazed using sealed insulated glass with an exterior finish of metal or vinyl.
- 2) Metal framed window units of either aluminum or steel shall be fixed glazed using sealed insulated glass with thermally broken metal frames.

### **c) Exterior (existing windows)**

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

### **d) Interior**

- 1) Waiting areas enclosed by walls shall include built-in lockable sliding pass-thru windows with safety glass and transaction work surfaces. Such windows shall be provided for secretarial staff serving incoming clients. Built-in construction must comply with the Americans with Disabilities Act (ADA) Accessibilities Guidelines (ADAAG), latest version, and the Accessibility Act for Public Buildings according to TCA § 68-120-201. This requirement applies to all new and existing buildings.
- 2) Visitation/observation rooms shall include built-in one-way glass observation windows with aluminum mini-blinds. One-way glass shall be a minimum size of 3 feet high by 3 feet wide, installed with sill height 3 feet above finished floor.

## **10. ELEVATORS**

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

## **11. FLOOR LOAD CAPACITY**

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

## **12. DOOR SIGNS, DIRECTORY BOARD SERVICE, AND KEYS**

Exterior and interior door signage, exterior building signage, directory board service, keys and security cards shall be provided if required by the State.

### 13. WALL FINISHES

- a) All painted wall and woodwork surfaces in either new or existing structures occupied by the State of Tennessee shall be freshly painted with washable, semi-gloss enamel paint. All natural finish woodwork shall be coated with flat-finish varnish, or alternatively with stain and finish coat. Colors and finishes are subject to approval by the State.
- b) **New Construction**
  - 1) In the case of new construction, including existing shell structures awaiting build-out, and additions or major renovations to existing buildings, the State requires that all interior walls be finished with painted, smooth-faced gypsum wallboard. Party wall construction shall be sufficiently substantial to provide noise reduction such that normal conversation is inaudible between adjacent rooms. The fire rating of all walls shall meet applicable building codes.
  - 2) The inside finished surface of perimeter walls enclosing the proposed space shall also be finished with painted, smooth-faced gypsum wallboard. Perimeter walls of wood-framed or metal-framed buildings shall be insulated for energy efficiency. In the case of new concrete block structures, perimeter walls shall be furred-out to accommodate an inside finished surface of painted, smooth-faced gypsum wallboard, and shall also be insulated for energy efficiency.
- c) **Existing Buildings**

Existing buildings, with wall structures and finishes different to those required for new construction, may be approved by the State. However, the fire rating of all walls shall meet applicable building codes. The State of Tennessee reserves the right to specify the same interior and perimeter wall requirements as stated above for new construction.

### 14. DOORS AND HARDWARE

- a) **Exterior Doors**

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

Interior doors shall be metal framed of the flush solid core type, 1-3/4" thick with a minimum clear opening of 34 inches wide, unless otherwise specified. Flush doors shall have paint grade veneer on both sides as a minimum.
- c) **Door Hardware**

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



## 15. EXITS AND ACCESS

- a) All exits, stairs, corridors, aisles, and passageways that may be used by the State shall comply with all governing regulations. See item 14, Doors and Hardware, for required exit devices.
- b) A vestibule/airlock, consisting of an enclosed space with two sets of either single or double doors, shall be provided at public entrances. The structure of the vestibule/airlock shall comply with applicable building codes and must conform to the handicapped accessibility codes. This item shall not be included in net usable space. Provision must be made for equalizing air pressure throughout the building.
- c) Exterior canopies to protect employees and customers from inclement weather conditions shall be provided at all building entrances and exits.
- d) Hard-surfaced exterior walkways must be provided connecting all building entrances and exits to either an on-site parking lot or other hard-surfaced area.
- e) These requirements are mandatory for new construction, but may be waived in the case of existing buildings where no major renovations/additions are proposed. However, the State reserves the right to make the determination of acceptability.

## 16. ACCESSIBILITY REQUIREMENTS

Leased space shall be architecturally barrier free and comply with handicapped accessibility codes prior to occupancy by the State. The space and its associated public access and facilities must comply with the *Americans with Disabilities Act (ADA) Accessibility Guidelines (ADAAG)* and the *Accessibility Act for Public Buildings TCA § 68-120-201*.

## 17. PARKING

Required public parking spaces shall be available within a two block radius of the leased location.

## 18. INSECT AND RODENT PROTECTION

Lessor shall maintain the premises in a condition that is free of pests, rodents, and other vermin.

## 19. JANITOR CLOSET

Where applicable, a janitor closet(s) with ample storage for cleaning equipment, materials, and restroom supplies shall be provided. A service sink with hot and cold water shall be included. This item shall not be included in net usable space.

## 20. SUBSTITUTIONS AND EXCEPTIONS FROM THE STANDARDS

- a) Substitutions in construction, materials or equipment of equal or better quality than those required by these *Standard Specifications* may be accepted by the State. The State shall be the sole judge in determining the equality and acceptability of proposed substitute construction, equipment or materials.
- b) It is the intent of the State to obtain space in full compliance with the *Standard Specifications for Office Space*, exceptions to which may be considered in particular circumstances; however, the State reserves the sole right to determine the acceptability of any and all proposed exceptions.

# SUPPLEMENTARY BUILDING DESCRIPTION AND DATA SCHEDULE

(check all that apply, and fill in blanks where applicable)

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**1. BUILDING CONSTRUCTION FEATURES:**

a) Year Building Constructed \_\_\_\_\_

b) Year Roof Constructed \_\_\_\_\_

c) Type of Roof \_\_\_\_\_

**d) Total NET RENTABLE space**

In building: \_\_\_\_\_ sq. ft.

Per floor: \_\_\_\_\_ sq. ft.

**e) Structural Frame**

- Concrete
- Load Bearing Masonry
- Steel
- Wood
- Other \_\_\_\_\_

**f) Exterior Facade**

- Brick
- Concrete Block
- Metal Panel
- Stucco
- Wood
- Other \_\_\_\_\_

**g) Describe Floor Structure**

\_\_\_\_\_

**h) Describe Floor Covering**

\_\_\_\_\_

**i) Miscellaneous features**

- Suspended Acoustical Ceiling
- Elevator

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**2. ELECTRIC SERVICE:**

- 110 volt outlets
- 220 volt also available

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**3. PLUMBING SYSTEM:**

- Domestic cold water
- Domestic hot water
- Chilled water drinking fountains

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**4. HEATING SYSTEM:**

- Central
- Individual Units
- Gas
- Oil
- Electric
- Other \_\_\_\_\_

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**5. AIR CONDITIONING SYSTEM:**

- Central
- Individual Units
- Gas
- Electric
- Other \_\_\_\_\_

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**6. ZONED FOR INTENDED USE:**

- Yes
- No
- Applied for

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**7. UTILITIES:****a) Total cost for last 12 months:**

\$ \_\_\_\_\_

**b) Check box(es) for any of these that are individually metered:**

- Gas
- Electricity
- Water

# UTILITY SERVICES FOR PROPOSED BUILDING

Name of Proposer: \_\_\_\_\_ Invitation Number: \_\_\_\_\_

**SECTION I: To be completed by *PROPOSER / LESSOR***

<b>Provider</b>		
	Name and Address	Telephone Number
<b>Electricity</b>		
<b>Gas</b>		
<b>Water &amp; Sewer</b>		
Trash depository and removal services		

**SECTION II: To be completed by *STATE***

AGENCY: \_\_\_\_\_ COUNTY: \_\_\_\_\_

LE NO. \_\_\_\_\_ COST CTR.: \_\_\_\_\_ PAID BY: STATE  or LESSOR

CURRENT LOCATION  
911 STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ DISCONNECT DATE: \_\_\_\_\_

<b>Provider</b>		
	Name and Address	Telephone Number
<b>Electricity</b>		
<b>Gas</b>		
<b>Water &amp; Sewer</b>		

LE NO. \_\_\_\_\_ COST CTR.: \_\_\_\_\_ PAID BY: STATE  or LESSOR

NEW LOCATION  
911 STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ CONNECT DATE: \_\_\_\_\_

JANITORIAL SERVICES FURNISHED: Yes  or No  YARD CARE FURNISHED: Yes  or No

ADDITIONAL COMMENTS:

To be completed by *REAL PROPERTY MANAGEMENT*

Lease Agent: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Facility Planner: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

To be completed by *GENERAL SERVICES*

Facility Administrator: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Fiscal Services: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

*RETURN A COPY TO REAL PROPERTY MANAGEMENT AFTER ESTABLISHMENT OF ALL APPLICABLE UTILITY SERVICES*

# BUILDING CONSTRUCTION REGULATORY REQUIREMENTS

The Regulatory Requirements used for Tennessee Board of Regents owned or leased facilities are listed below as a convenience and may not be inclusive of all that apply. Others may also apply.

	Document	Source	Phone
1.	1999 Standard Building Code 1999 Standard Gas Code 1997 Standard Plumbing Code 1997 Standard Mechanical Code	Southern Bldg Code Congress Internat'l, Inc. 900 Montclair Road Birmingham, Alabama 35213	(205) 591-1853
2.	2003 National Fire Codes (NFPA Standards as listed in NFPA 1, Chapter 2 – excluding NFPA 5000)	National Fire Protection Association Customer Service and Sales 11 Tracy Drive, Avon, Massachusetts 02322	(800) 344-3555
3.	1996 American National Safety Code (elevators, etc.) ANSI A17-1	American National Standards Institute 345 East 47th Street, New York, New York 10017	(800) 843-2763
4.	1996 Edition Tennessee Elevator Law, Rules, Regulations & supplements	Tn. Dept. of Labor Div. of Boiler & Elevator Inspection 3rd Floor Andrew Johnson Tower 710 James Robertson Parkway Nashville, Tennessee 37243	(615) 741-2123
5.	1997 Edition Boiler and Unfired Pressure Vessel Inspection Law, Rules, & Regulations		
6.	2000 International Energy Conservation Code with 2002 amendments	International Code Council Suite 600 at 5203 Leesburg Pike Falls Church, Virginia 22041	(703) 931-4533
7.	ASHRAE standard 90.1-1999 Energy Standards for Bldgs except Low-Rise Residential Buildings ASHRAE standard 90.2-1993 Energy-Efficient Design of New Low-Rise Residential Buildings	ASHRAE 1791 Tullie Circle NE Atlanta, Georgia 30329	(800) 527-4723
8.	ASHRAE standard 62-1999 Ventilation for Acceptable Indoor Air Quality		
9.	Tennessee Chapters 0780-2-1, Electrical Installations 0780-2-1, Codes & Standards 0780-2-3, Plan & Spec Review 0780-2-18, Equitable Restrooms	Tn. Dept. of Commerce and Insurance Div. of Fire Prevention, Codes Enforcement Section 3rd Floor Davy Crockett Tower 500 James Robertson Parkway Nashville, Tennessee 37243-1162	(615) 741-7190
10.	either: CABO/ANSI A117.1-1992 "Accessible and Usable Buildings and Facilities"	Council of American Building Officials 5203 Leesburg Pike, #708 Falls Church, Virginia 22041	(615) 741-6671
	or North Carolina State Building Code Volume 1-C, 1991 w/ 1996 revs "Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped"	N.C.Dept. of Insurance P.O.Box 26387 Raleigh, North Carolina 27611	(919) 733-3901
11.	Uniform Federal Accessibility Standards, Fed-Std-795, April 1, 1988	ATBCB ATTN: OCE Suite 1000 @ 1331 F Street NW Washington, D.C. 20004	(202) 272-5434 (800) 872-2253 Tracy @ ext 30