



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS # 14-08-900
AMENDMENT # THREE
FOR OFFICE SPACE IN COFFEE COUNTY, TENNESSEE

DATE: **March 26, 2015**

RFP # **14-08-900** IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates.

SCHEDULE OF EVENTS

2.1. RFP Schedule of Events

EVENT	TIME (central time zone)	DATE (all dates are state business days)	Updated/Confirmed
1. RFP Advertised		March 6, 2015	Confirmed
2. Disability Accommodation Request Deadline		March 12, 2015	Confirmed
3. Notice of Intent to Propose		March 16, 2015	Confirmed
4. Written "Questions & Comments" Deadline		March 16, 2015	Confirmed
5. State Response to Written "Questions & Comments"		March 27, 2015	Confirmed
6. Proposal Deadline	2:00 PM Central Time	April 10, 2015	Confirmed
7. State Opening of Proposals		April 10, 2015	Confirmed
8. State Evaluation of Proposals and Initial Negotiations		April 24, 2015	Confirmed
9. State Completion of Negotiations and Cost Proposal Evaluations		May 15, 2015	Confirmed
10. State Notice of Intent to Award Issued and RFP Files Opened for Public Inspection		May 25, 2015	Confirmed
11. Executive Sub Committee of the State Building Commission Approval Sought (If lease term is greater than 5 years or annual rent is greater than \$150,000)		June 22, 2015	Confirmed

12. Lease is circulated to successful Proposer for signature		June 29, 2015	Confirmed
13. Lease Signature Deadline		July 10, 2015	Confirmed
14. Substantial completion date and Certificate of Occupancy, if applicable		No later than August 1, 2015	Confirmed
15. Lease Commencement/Occupancy Date		30 days after Substantial completion and Certificate of Occupancy	Confirmed

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

1. Landlord Delivery Requirements and Project Specific Requirements are repetitive throughout RFP. Is there a specific section relating to new construction or is it a combination of both.	There is no specific section that combines the Landlord Delivery Requirements and the Project Specific Requirements. The State requests that responses indicate that the proposer can satisfy both the Landlord Delivery Requirements and the Project Specific Requirements.”
2. On pg. 46 no restrooms are shown on layout. Please indicate preference for restroom location.	“TLT” on the floor plan indicates Toilet.
3. Is the inclusion of Utilities optional or required? What is the preference of the State? If proposer does not elect to provide janitorial services, will the proposer have to submit an Alternate Cost Proposal?	<ul style="list-style-type: none"> The State's preference is for a full service lease where all utilities and janitorial services are paid by the Lessor for the full term of the Lease. When utilities are paid by Lessor, the State will reimburse the Lessor for any utility expense in excess of \$1.75 per sf per year. (see Exhibit A to the Lease, Article 3 A). Box 8 on the Lease does allow the Lessor to exclude specific utilities at the discretion of the Lessor. The inclusion/ exclusion of janitorial services may be addressed by marking Box 8 of the Lease form appropriately and providing an Alternate Proposal.
4. What is the difference between Useable and Rentable square feet?	Useable square footage is the area the tenant will occupy in order to do business. (i.e. workstations and hard wall offices). This is described on pg. 45 under 6.5 “Project Specific Requirements. Rentable square footage is the space that is common area with other building occupants/visitors or unusable area such as elevator shafts, stairwells, janitorial closets, mechanical rooms, restrooms, hallways, ect.). Article 19 of Exhibit A defines the standard measure of space that is to be used to calculate the useable and rentable square footage.

<p>5. Is the State or Lessor responsible for installing Security/Fire monitoring systems?</p>	<p>Exhibit E, Article VII B describes the Lessor's obligation to provide fire and life safety systems. Approval of the proposed system is subject to approval by the State Fire Marshal. Tenant has the option of installing a card reader on interior doors for an additional level of security. Landlord is responsible for card reader for base building (Exhibit E, Article XVII).</p>
<p>6. Will the State also be wiring the telephones?</p>	<p>The Tenant installs data voice cabling to the offices and workstations. As described in 6.3 "Communications", the Lessor is responsible for bringing data / telephone service as provided by local operating company to the demarcation point in the building. The specs for the Telecom room can be found in Exhibit F item 11.</p>
<p>7. If a proposer is within 15% deviation from the useable square feet can a Base proposal be submitted or should proposer create an Alternate Proposal?</p>	<p>If the useable square footage offered is between 4,547 and 6,153, then an Alternate Proposal is not required.</p>
<p>8. If Proposer chooses to submit an Alternate Proposal, in addition to the Proposer describing in his alternate response to the Mandatory Requirements, are the only red-line modification submittals required being (1) RFP Attachment 6.2.B Cost Proposal and (2) RFP Attachment 6.4, Standard Form of Lease?</p>	<p>In the absence of a redline document, it will be assumed that the proposer accepts all of the terms presented by the State in the RFP. For example, if there are any deficiencies in the base building that do not conform to Exhibit E Landlord Delivery Requirements, it will be assumed that those deficiencies will be addressed by the Lessor at his sole cost and expense unless the exception is noted in redline form.</p>

3. Delete RFP section 1.2.5 in its entirety and insert the following in its place (changes are highlighted):

1.2.5. TERM COMMENCEMENT

The target for substantial completion of improvements is no later than August 10, 2016. The Lease Term will commence thirty (30) days after substantial completion of the tenant improvements and a certificate of occupancy for the Premises is issued as long as the substantial completion date occurs on or before the date set forth in the schedule of events in RFP Section 2, Schedule of Events.

4. Delete RFP section 1.4.2.2 in its entirety and insert the following in its place (changes are highlighted):

1.4.2.2. After evaluation of Proposals and during any subsequent discussions, Responsible and Responsive Proposers must direct communications to the following person designated as the State's authorized broker (the "Broker"), provided, however, that all such discussions are non-binding, and all final decisions shall be made by the State:

Jones Lang LaSalle Americas, Inc.
c/o Jimmy Armistead
William R. Snodgrass Tennessee Tower, 24nd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: 615 253 4229
Email: jimmy.armistead@am.jll.com or TNState@JLL.com

5. Delete RFP Attachment 6.4, Exhibit F (Project Specific Requirements), Sections 4, 10, and 12 in their entirety and insert the following in their place (changes are highlighted):

4. ELECTRICAL AND COMMUNICATION

- 4.00 Provide and install conduit, conductors, pull wires, boxes, cover plates, devices, etc., for all outlets.
- 4.01 Verify the color and finish of standard devices within the building and match device standards. All devices shall be a consistent color.
- 4.02 Contractor shall be responsible for all cutting and patching required of their work.
- 4.03 Contractor shall be responsible for all coordination and final electrical connections for furniture (systems furniture, conference/training tables, etc.). Coordinate with State for specifics on wiring configurations. For general planning purposes, provide 1 circuit per every 2 standard workstations.
- 4.04 Data and voice cabling shall be provided and installed by Tenant at Tenant's cost. 1 voice/data is needed per standard workstation.
- 4.05 2 duplex power outlets and 1 voice/data are needed per standard office.
- 4.06 2 duplex power outlets and 1 voice/data are needed per enclave.
- 4.07 At minimum, all enclosed rooms (such as storage and file rooms) to have (2) convenience duplex power outlets.
- 4.08 Coordinate location and mounting height of outlets with State.
- 4.09 Lighting and controls shall be properly zoned. Separate light switches for hardwall spaces shall be provided.

10. COPY ROOMS/AREAS

- 10.00 Finishes: VCT flooring, plastic laminate base and wall cabinets, plastic laminate countertop.
- 10.01 Two (2) wall duplex outlets (one circuit) and (2) voice/data outlets are needed at 42" AFF in work area.

12. CONFERENCE ROOMS

- 12.00 All conference rooms that seat (8) people or more need (2) power and (2) voice/data outlets. Larger Conference rooms of greater than (18) people need (4) power and (2) voice/data outlets. Coordinate placement with furniture to minimize unsightly cable distribution.
- 12.01 Lighting switching shall provide flexibility for a variety of scene configurations for different presentations and meetings. Fixtures shall provide both ambient lighting to the table as well as accent wall wash lighting at the perimeter of the room.
- 12.02 Coordinate placement of switches, AV screens, furniture, & doors so as to avoid conflicts when components are in use.

6. Delete RFP Attachment 6.5, Interior Buildout Specifications, Sections 4, 10, and 12 in their entirety and insert the following in their place (changes are highlighted):

4. ELECTRICAL AND COMMUNICATION

- 4.00 Provide and install conduit, conductors, pull wires, boxes, cover plates, devices, etc., for all outlets.
- 4.01 Verify the color and finish of standard devices within the building and match device standards. All devices shall be a consistent color.
- 4.02 Contractor shall be responsible for all cutting and patching required of their work.
- 4.03 Contractor shall be responsible for all coordination and final electrical connections for furniture (systems furniture, conference/training tables, etc.). Coordinate with State for specifics on wiring configurations. For general planning purposes, provide 1 circuit per every 2 standard workstations.
- 4.04 Data and voice cabling shall be provided and installed by Tenant at Tenant's cost. 1 voice/data is needed per standard workstation.
- 4.05 2 duplex power outlets and 1 voice/data are needed per standard office.
- 4.06 2 duplex power outlets and 1 voice/data are needed per enclave.
- 4.07 At minimum, all enclosed rooms (such as storage and file rooms) to have (2) convenience duplex power outlets.
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- 12.02 Coordinate placement of switches, AV screens, furniture, & doors so as to avoid conflicts when components are in use.

- 7. Delete RFP Attachment 6.4: Standard Form of Lease: Lease (pg. 24 only) in its entirety and insert the attachment on page 6 below. (changes are highlighted):

AGENCY:	
ALLOTMENT CODE:	COST CENTER:

This Instrument Prepared By:
 State of Tennessee
 Real Estate Asset Management
 William R. Snodgrass Tennessee Tower
 24th Floor, 312 Rosa L. Parks Avenue
 Nashville, TN 37243-1102

LE NO.

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

State is Tenant

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

LEASE

1. Date of this Lease: _____ Name and Address of Building: _____ _____ _____
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2. Tenant: State of Tennessee Landlord Name and Address: _____ _____ _____

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

4. Useable Square Feet _____ Rentable Square Feet: _____

5. Term of Lease: Five (5) years and 0 months Commencement Date of Lease Term (and of the obligations hereunder): TBD Expiration Date of Lease Term: _____ If no fixed Commencement Date is inserted, the Commencement Date shall be set pursuant to Exhibit C.
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6. Termination for Convenience: Tenant may terminate this Lease at any time by giving written notice to Landlord at least ninety (90) days prior to the date the termination becomes effective.

Monthly Rental Installments Table			
7. Lease Year(s)	Annual Rental	Monthly Rental Installments	Rental Rate Per Rentable Square Foot
	\$	\$	\$

8. Utilities & Services: <input checked="" type="checkbox"/> All utilities are included in the Monthly Rental Installments. <input type="checkbox"/> The following utilities are not included in the Monthly Rental Installments: _____ <input type="checkbox"/> Tenant is solely responsible for payment of the following separately metered utilities: <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> water/sewer <input type="checkbox"/> Janitorial services are not included in the Monthly Rental Installments.
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9. Improvements (check any that apply): Leasehold Improvement Allowance: \$ _____ per Rentable Square Foot <input type="checkbox"/> A. Existing Space (New Tenant or Renewal) <input checked="" type="checkbox"/> B. Landlord to build out space pursuant to Exhibits D, E and F

10. <input type="checkbox"/> This Lease is a sublease pursuant to that certain _____ dated effective _____ by and between _____, as landlord, and Landlord, as tenant. If not checked, this paragraph is not applicable.
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11. Attached hereto and incorporated herein for all purposes are the following additional exhibits: <input checked="" type="checkbox"/> Exhibit A -- Lease Standard Terms and Conditions; <input checked="" type="checkbox"/> Exhibit B -- Floor Plan; <input checked="" type="checkbox"/> Other -- Exhibit C -- Commencement Date; <input checked="" type="checkbox"/> Other -- Exhibit D -- Work Agreement, <input checked="" type="checkbox"/> Exhibit E Landlord Delivery Requirements, <input checked="" type="checkbox"/> Exhibit F Project Specific Requirements
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LANDLORD: By: _____ Name: _____ Title: _____	TENANT: STATE OF TENNESSEE By: _____ Robert E. Oglesby, Commissioner of Department of General Services By: _____ Herbert H. Slatery III, Attorney General & Reporter (For Form and Legality)
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(Notary Acknowledgements Attached)