



University System of Georgia
Board of Regents State Records Center

Request for Proposal ("RFP") No. BR-97-1702
March 1, 2017

Request for Proposal (“RFP”)

Notice to Offerors



Introduction/General Information:

The Board of Regents of the University System of Georgia (“BOR”), in its potential capacity as “Tenant”, has engaged Savills Studley, Inc. (“Savills Studley”) to act as the Leasing Specialist. In its capacity as Leasing Specialist for the BOR for this project, Savills Studley shall facilitate all aspects of the procurement process. Accordingly, Savills Studley is acting as agent for Tenant in the RFP process and is not acting as agent for any Prospective Landlord. In addition, Savills Studley’s services are governed by Ch. 520-1-.08 of the Georgia Real Estate Commission Rules and Regulations and O.C.G.A. § 10-6A-1 et seq., commonly known as the Brokerage Relationships in Real Estate Transactions Act (“BRRETA”).

BOR requires approximately 4,000 SF to 5,000 SF of office (depending on configuration) and 70,000 SF to 100,000 SF of warehouse space to house its State Records Center. The BOR is seeking responses to this Request for Proposals (“RFP”) from Prospective Landlords interested in leasing approximately 70,000 – 100,000 useable square feet (USF) of administrative office (as measured in accordance with standard Z65.1-1996 provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA), and warehouse space to meet the current and future needs of BOR.

This RFP and **Exhibits A-H** (listed below) seeks to identify potential providers (interchangeably referred to as “proposer(s),” “respondent(s), or “Prospective Landlord”) of office space and is not a lowest-responsive bid procurement.

BOR will seek to select a proposal that provides the best overall solution, and not solely on the least expensive rental rate. In those instances where the response to this RFP is determined to sufficiently meet the requirements and desired attributes as described in **Exhibit H** of this solicitation document, BOR may request an inspection or site visit of the proposed space as part of the evaluation process. All respondents to this RFP are subject to instructions, and additional terms and conditions communicated in this document, and are cautioned to completely review the entire RFP (and all exhibits, see below) and follow instructions carefully. Failure to respond in accordance with the tenets of this RFP could cause an offer to be considered non-compliant and therefore, not considered for award.

- Exhibit A:** Proposal Details
- Exhibit B:** Schedule / Timing
- Exhibit C:** Certification Form
- Exhibit D:** Disclosure Statement
- Exhibit E:** Specimen Lease Agreement
- Exhibit F:** BOR Requirements – Space Program
- Exhibit G:** Building Standards for Office & Administrative Build-Out
- Exhibit H:** Proposed Warehouse Racking Layout (Specific Information about the racking system can be found in Exhibit H)

Proposals lacking the requested information or exhibits at the time of submission may be considered non-responsive and subject to rejection. BOR retains the right to reject any or all proposals; to waive technicalities, irregularities, and informalities; and, retains the right to cancel or conclude this procurement at any time without finalizing a selection of a property for the purposes stated above, without any liability to any respondents, or any other person or entity. Additionally, BOR is under no obligation to enter into a lease relating to this RFP with any person or entity.

BOR is seeking administrative and warehouse space that meets the needs of BOR as described in the “BOR Requirements” attached hereto as Exhibit F, and also includes industry standard amenities. The offered property will need to provide a cost effective, efficient interior racking layout, with modern and safe location including all accommodations required to operate a multifunctional office and warehouse; and, must meet current ADA standards.

Overview of Requirements:

The office area will consist of enclosed offices and open office area for administrative functions of the BOR State Records Center building and will include a conference training room of approximately 400 SF. All construction and/or refurbishment



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needed for office area requirement shall be provided by Landlord at its sole cost and expense (“Turnkey”). The Warehouse area must have a minimum of two (2) dock-high doors with levelers; a minimum of one (1) grade level or ramped drive-in door; minimum 28’ clear height in the warehouse area; finished office area ceiling height between 9-12’; ESFR sprinkler system; T8 lighting; separate car and trailer parking area; and, must allow for a two (2) high mezzanine racking system in the warehouse area with minimum two (2) material lifts. More detail about the specific requirements can be found in **Exhibit H** of this RFP.

Communication. All communication related to this RFP should be directed to the Leasing Specialist, Erik Weiss and Steve Bates, Corporate Managing Director for Savills Studley, Inc. The designated Leasing Specialist shall be the sole point of contact for participating proposers for the duration of the procurement. From the issue date of this solicitation until a successful respondent is selected and the selection is announced or the cancellation of this solicitation, interested proposers are not allowed to communicate about this solicitation with any member of BOR staff, its consultants, or members of the Selection Committee (“SC”), except for submission of questions as instructed in the RFP. BOR reserves the right to reject the submittal of any respondent violating this provision.

Procurement documents, including attachments, associated addenda and general communication of relevant information will be publicly posted on BOR’s website at the following web address (http://www.usg.edu/facilities/services/real_estate_rfp). At any time prior to the submission date, BOR may issue a RFP addendum to further clarify any part of this RFP, amend this RFP or issue instructions or further information, or adjust any timelines related to the schedule referenced herein or otherwise.

Proposal Deliverables. Your proposal should include a one page cover letter identifying the respondent, the solicitation name and number and any information the respondent deems relevant or appropriate. Also, please include a table of contents identifying each section, exhibits, appendixes, additional materials and attachments.

Required proposal deliverables are indicated below. Emphasis should be on completeness, relevance, and clarity of content. Proposals must be submitted in accordance with the instructions provided in the following two paragraphs. To expedite the review of submittals, it is essential that proposals are categorized and numbered as outlined in the ensuing exhibits, and, must be responsive to all requested information.

All proposers must complete, execute, and include as part of any proposal submitted **Exhibits C and D**. BOR reserves the right to disqualify a proposer who fails to provide the above-referenced forms as part of their response at its sole discretion.

Submittal of Proposals. Proposals will be accepted via email or physically at the addresses below. Hard copy submittal is acceptable but must include an electronic copy on CD/DVD or thumb drive as a .pdf file. Proposals must be received by Savills Studley prior to or by the deadline of 5:00PM EST, March 21, 2017. This is a firm date and no proposals will be accepted after the time and date set for receipt. BOR is not responsible for any technical issues related to a proposal submission via email. Again, failure to respond in accordance with the tenets of this RFP could cause an offer to be considered non-compliant and therefore, not considered for award.

Submittal Directions:

Physical and/or Email Proposals are acceptable. Physical proposals must be sealed in an opaque envelope or box, and reference “**RFP BOR State Records Center Project**” and the word “**Proposal**” must be clearly indicated on the outside of all of the envelopes or boxes. Proposals must be emailed to or physically received by the Savills Studley prior to or by the deadline referenced herein at the exact email or physical address below. This is a firm date and no submittals will be accepted after the time and date set for receipt.

Proposal Deadline: **5:00PM EST, March 21, 2017**

Attention: BOR-Leasing Specialist



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Erik Weiss
Steve Bates
Corporate Managing Director
Savills Studley
3414 Peachtree Road
Suite 1000
Atlanta, GA 30326
eweiss@savills-studley.com

In its capacity as Leasing Specialist for the BOR for this project, Savills Studley shall facilitate all aspects of the procurement process. The BOR reserves the right to modify or clarify its requirements using notices or addendums to this solicitation. If, in BOR’s sole discretion, a modification or clarification is required, a notice or addendum will be sent to all potential offerors at the same time.

All submittals upon receipt become the property of BOR. Labeling information provided in submittals such as “proprietary” or “confidential”, or any other designation of restricted use will not be binding on BOR or its representatives and will not protect the information from public view. Subject to the provisions of State law (e.g. O.C.G.A. § 50-18-70, et seq., the “Open Records Act”), the details of the proposal documents will remain confidential until final award or cancellation of the RFP. All expenses for preparing and submitting a proposal are the sole cost of the party submitting the proposal. BOR shall not be obligated to reimburse any party for such expenses.



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Evaluation Criteria of Proposals:

A Selection Committee (“SC”) will evaluate responses to the proposal deliverables per the following weighted criteria.

- 10% Factor - Property Ownership / Management
- 15% Factor - Building and Site
- 15% Factor - Suitability
- 30% Factor - Racking Layout and Racking Efficiency
- 30% Factor - Economics of the Proposal

The SC shall consist of representatives from BOR, approved by BOR’s Vice Chancellor for Facilities, in his sole and absolute discretion, to review and evaluate submitted proposals and to participate in site visits or inspections of finalist properties. The SC shall, through the procedures defined herein, render a ranking recommendation of all submittals for determination of a group of finalists, and a subsequent ranking and recommendation of the most advantageous proposal among the finalists. The SC’s final recommendation will be subject to board(s) approval. In the event the SC’s rankings result in a tie, the BOR Vice Chancellor for Facilities, upon review of the recommendation(s) of the SC, shall, in his sole and absolute discretion, determine the recommendation(s) to be presented to the board(s) for final approval.

By submitting a response to this solicitation, Proposer acknowledges they are willingly participating in a process that consists of some degree of subjectivity on the part of the members of the SC in determining the overall best solution. The awarded offer will be the proposal that best meets the criteria as evaluated by the SC and may not necessarily be the low cost proposed alternative. Respondents further understand and agree that BOR has the right to reject any and all submittals or to cancel the RFP process at any time without any liability to BOR or any other person, and BOR is under no obligation to make an award relating to this RFP to any person or entity. In addition, BOR reserves the right to evaluate only those proposals determined to be fully responsive to the RFP at BOR’s sole discretion, for any reason or for no reason whatsoever, and BOR is under no obligation to assign any reason for the rejection, non-review or non-acceptance of any submittal. Under no circumstances shall this RFP be construed as a contractual offer. For purposes of clarification and to avoid any doubt, the ranking of respondents will NOT be based solely on the rent proposal presented by the respondent(s) pursuant to this RFP.

Respondents shall not hold BOR, the other applicable parties, their respective affiliates and/or any of their respective employees, representatives, agents, attorneys, advisors or consultants liable for any reason whatsoever related to this RFP and respondents hereby waive all such claims.

Submittal Evaluation:

The SC will evaluate all valid submittals received by Savills Studley, which shall include verification of receipt-on-time and apparent responsiveness. Responsiveness validation will also include verification of receipt of the following signed and notarized exhibits: **Exhibit C**, Proposer “Certification Form”; **Exhibit D** and Proposer “Disclosure Statement”. The SC will evaluate only those proposals that meet the minimum requirements.

When conducting the evaluation, committee members will assign points to each proposal using the above weighting criteria resulting in an overall ranking of the proposals. From this ranking the SC will instruct Savills Studley to either: i) notify the short list of finalists that will be given further consideration in the Site Visits and Best and Final Proposals portion of the process or ii) begin Site Visits and Best and Final Proposals portion of the process with all respondents. Depending on the number of responses, the SC may choose to shortlist sites prior to beginning site visits (site visits may or may not be performed at the sole discretion of SC). It is anticipated that a shortlist would consist of 2 -5 proposals.



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Site Visits and Best and Final Proposals:

A list of proposals selected as finalists will be posted on the BOR’s website at http://www.usg.edu/facilities/external_partners/other_project_selections and those finalists will receive written notification (“Finalist Notification”) from Savills Studley. The list of finalists may include all of the proposals received or some number of the highest ranked proposals received. Any additional criteria for the remainder of the selection process, including information pertaining to site visits of the finalist properties will be communicated in the Finalist Notification, along with other appropriate information.

The SC may conduct site visits of the finalist properties. Dates and times of any site visits will be coordinated by the Leasing Specialist in writing through the appropriate property representative. Site visit instructions and requirements of the finalists will be provided in the Finalist Notification. All members of the SC will be present and participating during the site visit. Other persons may also be present at the sole discretion of BOR’s Vice Chancellor for Facilities. During the site visit the SC will generally evaluate the current condition of the site, location, amenities, surrounding area. If building improvements are included as part of an offer, proposer should have materials available during the site visit to demonstrate how the offered space would look once improvements were made.

Following the site visits, the SC will again evaluate, assign points using the weighting criteria supplied in the Finalist Notification and rank the finalists. From this ranking, the SC will advise the Leasing Specialist to: i) notify the finalists that will be given further consideration in the selection process (the “Best and Final Finalists”); and ii) begin the best and final period (“Best and Final Period”) portion of the process. Therefore, the Best and Final Finalists may include all of the finalists or some number of the highest ranked finalist proposals. In the notification, the Leasing Specialist will instruct Best and Final Finalists to refine their submittals to get to a best and final proposal and will provide any additional criteria for the remainder of the selection process, including new weighting criteria, or other appropriate information (the “Best and Final Finalist Notification”). In the Best and Final Finalist Notification, information about other Best and Final Finalist proposals may or may not be shared. The goal of the Leasing Specialist at the end of the Best and Final Period is to receive the best and final offers from each of the Best and Final Finalists and to present/provide that information to the SC. The ending date of the Best and Final Period will be communicated in the Best and Final Finalist Notification and the schedule of events herein (**Exhibit B**).

Selection and Award. At the conclusion of the above steps:

- BOR reserves the right to ask, individually, each party that has submitted proposals for additional information.
- The proposals will be re-scored based on the Best and Final proposals and information gleaned from the site visit.
- When conducting the re-evaluation, committee members will assign new points to each proposal using the same weighting criteria as provided above resulting in an overall ranking of the Best and Final proposals. The highest ranked proposal after the Best and Final Period will be notified as the apparent awardee. The BOR will then enter into final negotiations with the apparent awardee with the goal of finalizing a lease agreement.
- Should a situation arise where the apparent awardee is unable to meet the terms of BOR, the SC may elect to terminate negotiations and begin final negotiations with the 2nd highest ranked proposal, so on and so forth until a lease agreement is finalized. Notwithstanding, BOR, at all times, reserves the right to cancel any negotiations and this RFP.
- If a lease agreement is finalized with the apparent awardee, the SC will recommend to the Vice Chancellor for Facilities the apparent awardee’s proposal be presented at BOR’s next duly called meeting for board(s) approval.
- If approved by the board(s), BOR will execute the final lease agreement with the apparent awardee.



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Questions and Requests for Clarification:

It is the responsibility of each respondent to examine the entire RFP, seek clarification in writing, and review its submittal for accuracy before submitting the document. Questions about any aspect of the RFP shall be submitted in writing (e-mail is preferable) to the Leasing Specialist identified above prior to the appropriate deadline indicated in the Schedule / Timing exhibit (**Exhibit B**). All relevant questions and requests for clarification received by BOR and the corresponding responses will be disseminated to all potential proposers.

Accuracy of Information:

All information supplied in this RFP or by BOR or anyone acting on behalf of BOR, to a respondent is provided solely as a convenience to facilitate the selection process. BOR does not guarantee the accuracy or completeness of any such information supplied. In addition, respondent shall not rely on any express or implied statements, warranties or representations made by BOR or anyone acting on their behalf. Respondent agrees that BOR and their affiliates and their employees, representatives, agents, advisors or consultants cannot be held liable for any such statements, warranties or representations or inaccuracies or incompleteness in any information provided.

Proposal Modifications/Corrections/Withdrawals:

Respondents may make no modification, correction or withdrawal of their submissions after the submission date. By submitting its submission, each respondent represents that: (i) it has read and understands this RFP; (ii) its submission complies with the requirements of this RFP; and (iii) respondent has the necessary corporate authority to make a submission.

Form of Lease Agreement:

The BOR standardized Lease Agreement will be utilized. In the event a lease is entered into the successful proposer will be required to sign a lease using the BOR lease documents.

Drug Free Workplace:

BOR, as policy, operates all facilities as a drug-free workplace, and requires that the labor force of respondents be drug-free. The respondent hereby acknowledges this requirement, and asserts that the organization of the respondent adheres to such policy and practice. The respondent acknowledges that it may be required to produce certificates affirming its compliance of these requirements of drug-free workplace for duration of agreement term, at execution, or at any time during the term of the agreement. The respondent shall secure from any sub-consultant hired to work in a drug-free workplace the following written certification: "As a part of the subcontracting agreement with (respondent's name, sub-consultant's name) certifies to the respondent that a drug-free workplace will be provided for the sub-consultant's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3." The respondent may be suspended, terminated, or debarred if it is determined that: 1) the respondent has made false certification hereinabove; or 2) the respondent has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

Non-Discrimination:

BOR shall require, prior to, or incidental to, the award of a contract, confirmation by the respondent stating that the respondent has not discriminated and will not discriminate on the basis of race, creed, color, sex, religion or national origin in any of its employment practices with respect to the work force of the business, or procurement services in connection with this project. The successful respondent may be required to execute certificates, affirming these requirements of non-discrimination.



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Procurement Protests:

BOR’s protest policy may be found at http://www.usg.edu/assets/facilities/documents/2016_BOR_Bid_Protest_Procedures.pdf for processing protests from proposers regarding the solicitation process and/or award of contracts.

Statement of Agreement:

With submission of a response, the respondent agrees that he/she has carefully examined this solicitation, and agrees that it is the respondent’s responsibility to request clarification on any issues in any section of the solicitation with which the respondent requires such clarification. The respondent also understands that failure to mention these items in the proposal will be interpreted to mean that the respondent is in full agreement with the terms, conditions, specifications and requirements in the therein. With submission of a proposal, the respondent hereby certifies: (a) that this proposal is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that respondent has not directly or indirectly included or solicited any other respondent to put in a false or insincere proposal; (c) that respondent has not solicited or induced any person, firm, or corporation to refrain from sending a proposal.

Submittal Costs and Confidentiality:

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The BOR is not obligated to any party to reimburse such expenses. Upon receipt, all submittals become the property of the BOR. Labeling information provided in submittals “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act and subject to the Best and Final Period, the details of the submittal documents will remain confidential until final award.

Award Conditions:

This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal or the apparent awardee, is not binding upon BOR and does not obligate BOR to procure or enter into a lease for any property. Neither BOR nor any party submitting a response will be bound unless and until a written lease mutually accepted by both parties is negotiated as to its terms and conditions and is signed by BOR and a respondent. BOR reserves the right to waive non-compliance with any requirements of this solicitation and to reject any or all responses. Upon receipt and review of responses, BOR will determine the proposal(s) that in the sole judgment of the BOR is in the best interest of BOR (if any is so determined), with respect to the evaluation criteria stated herein. BOR will then conduct negotiations with such proposer(s) to determine if a mutually acceptable agreement may be reached.



Exhibit A

Proposal Details



A. Property Ownership / Management

- A1 Provide Prospective Landlord's legal name (also provide the name of property management firm or developer if applicable), address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available).
- A2 Proposer must be able to demonstrate the financial wherewithal to fund the necessary improvement allowances and other transactions costs. As evidence, please provide a letter from a reputable lending source referencing this project and confirming that funds are or will be made available to the Prospective Landlord for the amount necessary to account for all building and tenant improvement costs, all design and leasing fees, and any other project costs Prospective Landlord would incur to satisfy the requirements of this project. Even if Prospective Landlord intends to self-fund these items, BOR must be assured that in the absence of funds on hand, Prospective Landlord has the wherewithal to obtain sufficient funding to perform as offered.
- A3 Along with your submittal, please provide any and all comments to the Specimen Lease Agreement attached as **Exhibit E**, including the inclusion of any building rules and regulations. Any proposed modifications should be submitted in the form of a memo outlining the location and content of the proposed change and should also include a brief summary explaining the reasoning for the requested change.

B. Building and Site

- B1 Please provide the building address, location map, site plan, exterior building photo of the main entrance and existing "as built" floor plans of the proposed premises. In addition, please provide photos of the loading docks and description of the dock leveling package installed (or proposed).
- B2 Please provide the total rentable and usable square footage of the building according to the Building Owners and Managers Association International ("BOMA") standards per the following chart.

	USF	RSF	Common Area Add on Factor (Multi-tenant or single-tenant as applicable)
Floor 1			

- B3 Please provide the percentage of the building that the proposed premises will occupy.
- B4 Please provide a site plan that indicates the maximum total number of parking spaces associated with the building. Please state the maximum number of parking spaces you can/will provide Tenant. Please express this maximum number of parking spaces as an empirical number and as a ratio expressed as # of parking space per 1,000 RSF.
- B5 Provide a brief description of the surrounding area and the appeal of the location of the property to the needs of Tenant. Also include the proximity (distance) of the building to public transportation (if applicable).
- B6 Describe any amenities available to Tenant. Please specify if there are any costs associated with such amenities.
- B7 Describe "in place" security and safety features for the building; including lighting, building security, parking lights, sidewalks, exterior fencing, etc.
- B8 Please provide an as-built drawing showing the current configuration and improvements in the offered Premises.



Exhibit A

Proposal Details



C. Suitability

- C1 Provide any information that may serve to differentiate the proposer from other proposers in suitability for BOR. Include all unique qualifications the proposer believes are especially relevant to the scope of work contemplated herein.
- C2 Provide a Gantt chart or schedule of activities from lease execution to tenant occupancy. Include construction and non-construction related activities.
- C3 If the property will be a multi-tenant facility, please provide a list of current or planned tenants.
- C4 Proposers shall provide with offers, a test-fit based on BOR's program of requirements. This test-fit should include a proposed layout of BOR's racking system in the offered warehouse area based on the description of the racking system in **Exhibit H** to this RFP.

D. Racking Layout and Racking Efficiency

- D1 Please describe the lighting provided in the warehouse area.
- D2 Please describe any HVAC system or air moving system in the warehouse area including number of air changes per hour provided by the system. BOR requires a minimum of five (5) air changes per hour.
- D3 Please describe the number and configuration of the loading docks in the proposed space including any dock leveling packages in place. BOR requires a minimum of two (2) dock high doors with leveler packages.
- D4 Please describe the number and configuration of any drive-in doors in the warehouse area. BOR requires a minimum of one (1) drive-in door.
- D5 Please provide the bay depth at the loading area.
- D6 Please provide the column spacing throughout the warehouse area.
- D7 Please describe the electrical supply to the warehouse area.
- D8 Please describe the sprinkler system in the space.
- D9 Please describe any other attributes of the warehouse area the offeror believes may differentiate its offered Premises from other available warehouse spaces in the area.
- D10 BOR requires a racking system that conforms to the specifications summarized in **Exhibit H**. A test-fit layout showing how this system is most efficiently configured in the proposed Premises is required with the offer. Offerors should take care to include code required sprinklering throughout the system as well as 48" T8 lighting at appropriate intervals in each aisle. Along with the test-fit, offerors should submit an estimated price for the system designed within the offered Premises. BOR will purchase the racking system, Landlord will be responsible for the costs of sprinklering and lighting within the system.

E. Economics of Proposal



Exhibit A

Proposal Details



- E1 Please quote a rental rate per year over the term of the lease **including any concessions you are willing to offer**. Tenant's preference is for the rental rate to be "full service". If your normal rental quote is full service – we still need you to identify the following line items: operating expenses (or CAM), real estate taxes, insurance, utilities, janitorial and management fee. If your normal rental quote is NNN or modified gross, we also need you to identify the following line items: operating expenses (or CAM), real estate taxes, insurance, utilities, janitorial and management fee.

As the Tenant's preference is a full service rental quote – please provide for a Base Year that is the current calendar year if the term of the lease starts before July 1st and the next calendar year if the terms of the lease starts after July 1st. So – to reiterate – we need **a rental quote for each year of the term (including concessions)** and the following:

Item	Amount per RSF 2015 (Actual)	Amount per RSF 2016 (Actual)	Amount per RSF 2017 (Estimate)
Operating Expenses (or CAM)			
Real Estate Taxes			
Insurance			
Utilities			
Janitorial			
Management Fee			
TOTAL			

- E2 **Please provide three (3) different term proposals as follows:**
E2.1: For one (1) year with eight (8) annual renewal options.
E2.2: For a term of seven (7) years with two (2) five (5) year renewal options.
E2.3: For a term of ten (10) years with two (2) five (5) year renewal options.
- E3 Tenant's desired occupancy date is **September 1, 2017**.
- E4 Please include in your rental quote a \$2.00/RSF project management allowance.
- E5 Prospective Landlord, at Prospective Landlord's expense and working through Prospective Landlord's architect, shall meet with Tenant to lay out the office, warehouse and racking requirements. Landlord's Architect shall cause to be prepared a full and complete set of all necessary architectural and mechanical drawings for the Premises, subject to Tenant's reasonable approval.
- E6 Describe the expansion opportunities available in the building – paying particular attention to Tenant's ability to receive a "right of first refusal" and/or "expansion options".
- E7 Prospective Landlord, at Prospective Landlord's sole cost and expense, will provide a code compliant building shell including code required ADA restrooms, HVAC, Lighting, Electrical, etc. Any costs associated with improving the current state of the proposed facility to meet code and ADA compliance shall be included in the offered rental rate.
- E8 Provide a detailed breakdown of services and costs for property management.
- E9 BOR, in its potential capacity as "Tenant", has engaged Savills Studley, Inc. ("Savills Studley") to act as the Leasing Specialist. Accordingly, Savills Studley is acting as agent for Tenant in the RFP process and is not acting as agent for any Prospective Landlord. In addition, Savills Studley's services are governed by Ch. 520-1-.08 of the Georgia Real Estate Commission Rules and Regulations and O.C.G.A. § 10-6A-1 et seq., commonly known as the Brokerage Relationships in Real Estate Transactions Act ("BRRETA").



Exhibit A

Proposal Details



Please confirm that the apparent awardee will pay to Savills Studley a market commission to be negotiated via a separate commission agreement.



Exhibit B

Schedule / Timing



The following Schedule of Events represents BOR's best estimate of the anticipated timeline that applies to this solicitation. All times indicated are Eastern Standard Time. BOR reserves the right to adjust the schedule, with prior notice, as it deems necessary

Event	Time / Date
RFP Publicly Advertised:	3/1/2017
Deadline to Submit Proposer Written Questions:	3/8/2017
Answers to Written Questions Disseminated to Potential Offerors:	3/15/2017
Deadline for Submittal of Proposals:	3/23/2017
Notification of Finalists (if applicable):	4/3/2017
BOR Conducts Site Visits of Finalist Properties:	4/10/2017
Beginning of Best & Final Period:	4/17/2017
End of Best & Final Period:	4/24/2017
BOR Recommends Selection to the board(s):	5/1/2017



Exhibit C

Certification Form



I, _____, being duly sworn, state that I am _____ (title) of _____ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the request for proposals is full, complete and truthful.

I further certify that the proposer has adequate financial resources to perform the contract, or the ability to obtain them.

I further certify that the proposer is able to comply with the contract requirements, considering the proposers other business obligations

I further certify that the proposer has satisfactory organization, experience, accounting and operational controls, and managerial and technical skills to perform the contract

I further certify that the proposer and any principal employee of the proposer have not, in the immediately preceding five years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposer has not, in the immediately preceding five years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer has not in the immediately preceding five years been defaulted in any federal, state or local government agency contract and further, that the proposer is not now under any notice of intent to default on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the BOR may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the BOR may contact any individual or entity named in the Proposal for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Proposal is submitted for the express purpose of inducing the BOR to award a lease agreement.



Exhibit C

Certification Form



A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

<p>_____ Signature</p> <p>Sworn and subscribed before me, this _____ day of _____, 2016.</p>	<p>_____ Notary Public</p> <p>Notary Seal</p> <p>My commission expires: _____</p>
--	---



Exhibit D

Disclosure Statement



All Proposers should be aware that the project you are submitting a proposal on is a public project, and the BOR is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Georgia, BOR shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting contract. As part of any submittal you intend to make for this project, you must include this Disclosure Statement with your submittal that answers or addresses the following specific statements:

1. **Describe any business transactions occurring within the prior two years between your firm and BOR.**

Insert Response

2. **Describe any gift, hospitality, or benefit of any sort that your firm has provided to BOR within the prior one-year period.**

Insert Response

3. **A conflict of interest or potential conflict of interest is defined as any action, decision, or recommendation by a person acting in a capacity as a public official, the effect of which is or could be to the private monetary or financial benefit or detriment of the person, the person's relative, or any business with which the person or a relative of the person is associated. The potential conflict of interest is viewed from the perspective of a reasonable person who has knowledge of the relevant facts. Based upon this definition, describe any conflict of interest or potential conflict of interest that your firm has with BOR.**

Insert Response

This Disclosure Statement should be dated and signed by an authorized signator for the Proposer and submitted with the Proposer's Submittal. The Disclosure Statement may be included in the Appendix and not included in the page count requirement.

<hr/> <p>Name of Firm</p>	<hr/> <p>Date</p>
<hr/> <p>Authorized Signature</p>	



Exhibit E

Specimen Lease Agreement



Counterpart No. ____ Of 2 Original Executed Counterparts.
Counterpart Of The _____

STATE OF GEORGIA;
COUNTY OF _____:

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (hereinafter "Rental Agreement" or "Agreement"), made and entered into this ____ day of _____, by and between _____, whose address is _____, Party of the first part, hereinafter called Landlord, and the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, For The Use Of _____, a unit of the University System of Georgia, whose address is 270 Washington Street, Sixth Floor, Atlanta, Georgia 30334, party of the second part, hereinafter called Tenant:

W I T N E S S E T H:

ARTICLE I PREMISES RENTED AND USE OF PREMISES

Landlord, in consideration of the rents agreed to be paid by Tenant and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties hereto, does hereby this day grant, demise and rent, upon the terms and conditions herein stated, unto the Tenant those certain Premises situated in County, Georgia, and more particularly described as follows:

[Insert legal description or "See Exhibit C"]

and known as _____ (by the system of streets and numbering commonly in use at the date hereof), together with all improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times. Tenant does hereby this day rent and take from Landlord, upon the terms and conditions herein stated, for the use of educational functions and facilities, those certain Premises, more fully described above, together with all improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times.

ARTICLE II TERM

This Rental Agreement shall be for a term commencing on _____, 20____, and ending at _____ o'clock __.M. on _____, 20____, unless terminated earlier as hereinafter provided.

ARTICLE III FIXED RENTAL

Tenant agrees to pay Landlord, at its above-stated address, or at such other address or addresses as may be designated in writing from time to time by Landlord, the total fixed equal monthly rental of _____ DOLLARS AND _____ CENTS (\$_____) for the use and rent of the said Premises beginning on the first day of the term and payable on the first day of each and every calendar month thereafter during the said term.



Exhibit E

Specimen Lease Agreement



ARTICLE IV

OPTION TO RENEW OR EXTEND TERM

Landlord, in consideration of the Premises and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties to this Agreement does hereby give and grant unto Tenant the exclusive right, privilege and option of renewing or extending this Agreement at the expiration of the aforementioned term on a year to year basis for _____ (_____) consecutive years. Said renewal or extension shall be upon the same terms, conditions, covenants, provisions, stipulations and agreements as herein set forth and at the same monthly rate of rental herein stipulated; provided, however, that notice of Tenant's desire, through the President or _____, of _____, a unit of the University System of Georgia, to exercise such option shall be given to Landlord at least sixty (60) days prior to the expiration date of the original term of this Agreement or of any renewal or extension term thereof. It is further provided that this option may be exercised by Tenant only in the event all rents have been fully paid and that all covenants, agreements, provisions, stipulations, terms and conditions of this Agreement on the part of Tenant to be preformed, kept and observed, have been fully and faithfully performed, kept and observed.

ARTICLE V

STIPULATIONS

The following stipulations, provisions, covenants, agreements, terms and conditions, marked Exhibit "A" and attached to this Rental Agreement, are expressly understood and are mutually agreed to by the parties hereto. The Exhibit "A" stipulations, provisions, covenants, agreements, terms and conditions attached hereto are hereby incorporated herein and made a part of Article V of this Rental Agreement by this reference. In addition, special stipulations attached to this Rental Agreement as Exhibit "B" are likewise expressly understood and mutually agreed to by the parties and incorporated herein and made a part of Article V of this Rental Agreement by this reference. In the event of a conflict, between the Exhibit "B" stipulations and this Rental Agreement or the Exhibit "A" stipulations then the stipulations in Exhibit "B" shall control.

(Signatures on Next Page)



Exhibit E

Specimen Lease Agreement



IN WITNESS WHEREOF, Landlord and Tenant, by and through their authorized representatives, have hereunto executed, signed, and delivered this Agreement in duplicate the day, month, and year first above written, each of the said parties keeping one of the copies hereof.

LANDLORD: (Name of Landlord)

By: _____ L.S.
Its: _____

Attest: _____

Signed As to Landlord,
in the presence of:

Unofficial Witness

(Seal)

Notary Public

BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA

By: _____
Vice Chancellor for Facilities

Attest: _____
Associate Vice Chancellor for Facilities

SIGNED As to Board Of Regents of
the University System of Georgia
in the presence of:

Unofficial Witness

(Seal)

Notary Public



Exhibit E

Specimen Lease Agreement



EXHIBIT "A"

Stipulations, Provisions, Covenants, Agreements, Terms and Conditions of Rental Agreement

PURPOSE OF PARAGRAPH IDENTIFICATION REFERENCES

1. The brief, captioned, paragraph-identifications references which appear in bold italics above each numbered paragraph of this Exhibit "A" are for the purpose of convenience only and shall be completely disregarded in construing this Rental Agreement.

DEFINITIONS

2. a. The word "Landlord" as used in this Rental Agreement shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provision hereof apply either to male or female, corporations, partnership or individuals, shall in all cases be assumed as though in each case fully expressed.

b. The word "Premises" as used in this Rental Agreement shall include not only the particularly above-described property but also all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining.

c. Any and all references to the "Term" of the Agreement contained within this Rental Agreement shall include not only the original term but also any renewal or extension of the original term.

TIME OF ESSENCE

3. Time is of the essence in this Agreement.

SERVICE OF NOTICE

4. All notices, statements, demands, requests, consents, approvals, authorizations, hereunder given by either party to the other shall be in writing and sent by registered or certified mail, postage prepaid and addressed as follows: To Tenant, the same shall be addressed to the President of the Institution set forth in the Agreement and to the Vice Chancellor for Facilities, Board of Regents of the University System of Georgia. To Landlord, the same shall be sent to the address stated in the preamble or at such other address as Landlord may from time to time designate by notice to Tenant.

COVENANTS OF TITLE AND QUIET ENJOYMENT

5. Landlord covenants that he is seized of the said demised Premises in fee simple absolute. Landlord agrees that Tenant, paying the rents and keeping the stipulations, provisions, covenants, terms, agreements, and conditions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy, and occupy said Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof for and during said Term, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of its right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy said Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term, without any suit, hindrance,



Exhibit E

Specimen Lease Agreement



interruption, inconvenience, eviction, ejection or molestation by Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of Tenant by giving Landlord notice thereof. If Landlord's title shall come into dispute or litigation, Tenant may withhold payment of rents (without interest) until final adjudication or other settlement of such dispute or litigation.

NOTICE OF APPOINTMENT OF AGENT

6. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the demised Premises until notice of the appointment and the extent of the authority of such agent shall be first given to Tenant by the party appointing such agent.

CHANGE IN OWNERSHIP OF PREMISES

7. No change or division in the ownership of the rented Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of Tenant. Further, no change or division in ownership shall be binding on Tenant for any purpose until Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in ownership.

BINDING EFFECT ON HEIRS, ASSIGNS, ETC.

8. Each of the stipulations, provisions, terms, conditions, covenants, agreements and obligations contained in this Rental Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of each and every one of the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of the respective parties hereto, and shall be deemed and treated as real covenants running with the Premises aforesaid during the Term of this Rental Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of said party, the same as if in each case expressed.

LANDLORD'S FAILURE TO DELIVER PREMISES AT COMMENCEMENT OF TERM

9. Should Landlord, for any reason whatever, be unable to deliver possession of the Premises to Tenant at the commencement of the Term hereinbefore specified, this Agreement may be immediately canceled, terminated and declared null and void at the option of Tenant by giving Landlord notice thereof. Shall Tenant elect not to exercise the aforestated option then it is agreed by the parties hereto that there shall be a total abatement of rent during the period between the commencement of said Term and when Landlord actually delivers possession of the Premises to Tenant.





DESTRUCTION OF OR DAMAGE TO PREMISES

10. In the event the demised Premises, either prior to the commencement date of this Rental Agreement or during the term thereof shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by Tenant, and the Premises shall not thereafter be repaired by Landlord at its expense with reasonable promptness and dispatch, then this Rental Agreement may be immediately canceled and terminated at the option of Tenant by giving Landlord notice thereof, and rent (if any) shall be payable only to the date of such damage. Shall the Premises, either prior to the commencement date of this Rental Agreement or during the term thereof, be partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Tenant, then Landlord agrees that the Premises, at Landlord's expense and with reasonable promptness and dispatch, shall be repaired and restored to substantially the same condition as before the damage. In the event of a partial destruction of the Premises there shall be a fair abatement in the rent payable during the time such repairs or rebuilding are being made. Such proportionate deduction of rent to be based upon the extent to which the making of such repairs or rebuilding shall interfere with the business carried on by Tenant in the Premises. Full rental shall again commence after completion of the repairs and restoration of the Premises by Landlord. In connection with the foregoing, it is agreed by the parties hereto that Tenant, after making a reasonable assessment of damages, shall make the decision as to whether or not the Premises are fit or unfit for occupancy by Tenant.

LANDLORD'S INSURANCE

11. Landlord shall, at its own cost and expense during the term of this Rental Agreement, provide the following insurance coverages which shall be issued by an insurance company licensed to transact business in the state where the Premises are located for the applicable line of insurance and (i) shall be an insurer with a Best Policyholders Rating of "A-" or better and with a financial rating size of Class VIII or larger. Landlord shall also, at his own cost and expense during the term of this Rental Agreement, provide:

a. "All Risk" Property Insurance to keep the Premises insured against loss of damage by fire and other casualties, for not less than the actual replacement cost of the Premises; and

b. Commercial General Liability Insurance (2002 ISO Occurrence Form or equivalent) with coverage limits of:

Personal Injury	\$1,000,000 per occurrence
General Aggregate	\$2,000,000

The CGL policy shall name tenant as an additional insured but only with respect to claims arising under this Agreement for which the Georgia Tort Claims Act is not the exclusive remedy.

c. Commercial Umbrella Liability Insurance to provide excess coverage over the Commercial General Liability Coverage with limits of

\$2,000,000 per occurrence
\$2,000,000 Aggregate

Landlord shall furnish Tenant with Certificates or other acceptable evidence that the above insurance coverages are in effect.





USE OF PREMISES AND TENANT'S INSURANCE REQUIREMENTS

12. a. Tenant shall use the Premises for any purpose within the powers of the University System for its educational and administrative functions for which the Premises are hereby rented; and no use shall be made of the Premises, nor acts done which will cause a cancellation of or an increase in the existing rate of fire, casualty and other extended coverage insurance insuring the Premises, without first consulting with Landlord and obtaining appropriate insurance endorsements, including the payment of the increase in premium for such endorsements. Tenant further agrees not to sell, or permit to be kept for use in or about the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies unless the policy is endorsed as set forth in this paragraph.

b. Tenant shall insure or self-insure at its own cost and expense its fixtures, furnishings, equipment and personal property which it may use or store on the Premises. Tenant will provide third party liability coverage arising from the acts of its officers, members, and employees through the Georgia Tort Claims Act, O.C.G.A. §50-21-20 *et seq.* and the self-insurance funds maintained pursuant to Georgia Law. The Georgia Tort Claims Act provides coverage for \$1,000,000 per person and \$3,000,000 per occurrence for claims covered by the Act.

CANCELLATION OF RENTAL AGREEMENT BY LANDLORD

13. Shall Tenant at any time be in default in the payment of rent, or in the performance of any of the stipulations, covenants, terms, conditions, agreements, or provisions of this Rental Agreement, and fail to remedy such default within twenty (20) days after receipt of notice thereof from Landlord; Landlord may pursue all remedies available to Landlord at law or in equity, including dispossessory proceedings in a court of competent jurisdiction, but not including any right of Landlord himself or any representative of Landlord to enter and repossess the Premises.

HOLDING OVER

14. Any holding over, or continued use and/or occupancy by Tenant, of the rented Premises after the expiration of this Rental Agreement shall operate and be construed as a tenancy at will at the same monthly rate set out above and under the same terms and conditions in force at the expiration of the Agreement.

CONDEMNATION

15. In the event, during the term of this Rental Agreement, the whole or any part of the Premises hereby rented shall be appropriated or taken by any Municipal, County, State, Federal or other authority for any public or quasi-public use through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by Tenant for the purpose hereinabove referred to shall be prohibited; Tenant shall have the right to immediately terminate this Rental Agreement upon notice to Landlord and the rent shall be paid only to the time when Tenant surrenders possession of the Premises. When only a portion of the demised Premises are acquired for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, Tenant shall have an election as to whether to terminate and cancel this Rental Agreement at the time at which the portion of the demised Premises must be surrendered or whether it will remain in the demised Premises with remaining monthly rental payments reduced by an amount determined by the ratio of square feet surrendered to the total square feet originally contained in the demised Premises. To exercise this election, Tenant must notify Landlord within twenty-five (25) days after it is ultimately determined what portion of the Premises will be taken under such proceedings. In the event Tenant elects to remain under the condition set forth above Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial acquisition. The rights of Landlord shall in no way prejudice or interfere with any claim which Tenant may have against the authority exercising the power of eminent domain or condemnation for damages or otherwise for destruction of or interference with the business of Tenant in the demised Premises.



Exhibit E

Specimen Lease Agreement



REPAIRS BY LANDLORD

16. During the term of this Rental Agreement, Landlord, shall, at its sole cost, service, replace, keep and maintain in good order and repair each and every part and portion of the demised Premises together with any improvements or additions Landlord might install in or place upon the demised Premises in the course of the term of this Rental Agreement. Landlord agrees that any services, replacement, or repairs by Tenant, to the Premises or to any improvements or additions made by Landlord, shall not be construed as a waiver by Tenant of this provision. In the event that Tenant constructs or erects any additions and/or improvements to or on the demised Premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

NOTICE TO LANDLORD OF DAMAGE OR DEFECTS

17. Tenant shall give to Landlord prompt written notice of any accident to or any defects in the said Premises and such damage or defects shall be remedied with due diligence by the Landlord at its own expense.

ENTRY FOR INSPECTION AND REPAIRS, ALTERATIONS OR ADDITIONS

18. Tenant shall permit Landlord, its agents or employees, to enter into and upon said Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs alterations or additions to any portion of the Premises.

JANITORIAL SERVICES

19. Landlord shall furnish, without additional charge, janitorial services for general cleaning of the Premises. Landlord shall use care to select honest and efficient employees. Landlord shall be responsible to Tenant for the negligence, theft, fault and misconduct of such employees. Tenant agrees to report promptly to Landlord any neglect of duty or any incivility on the part of such employees which in any way interferes with the full enjoyment of the Premises rented by the Tenant.

RUBBISH REMOVAL

20. Landlord shall keep the Premises clean, both inside and outside at his own expense, and shall see that all garbage, trash, and all other refuse is removed from the said Premises

TERMITES, RODENTS, AND PESTS

21. Landlord shall, at its own expense, keep the demised Premises free from infestation by termites, rodents, and other pests and shall repair all damage caused to the demised Premises by the same during the term of this Rental Agreement.

UTILITIES

22. Landlord shall furnish all water, electricity, gas, fuel, oil, light, heat and power or any other utility used by Tenant while occupying the said Premises. No deduction shall be made from the rent due to a stoppage in the services of water, electricity, gas, fuel, oil, coal, light, heat, and power or any other utility unless caused by an act or omission of Landlord. In the event of interruption in the water, electricity, gas, fuel, oil, coal, light, heat and power service, Landlord will



Exhibit E

Specimen Lease Agreement



proceed with all due diligence to restore same.

TAXES AND ASSESSMENTS

23. Landlord, during the said term of this Rental Agreement, agrees and covenants to pay off, satisfy and discharge, as they become due, all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and charged upon the Premises herein demised and rented.

REMOVAL OF IMPROVEMENTS, ERECTIONS AND ADDITIONS BY TENANT

24. With the express written consent of Landlord first having been obtained Tenant may make, at its own expense, such improvements, erections, and alterations as are necessary to adapt the Premises for the conductance of Tenant's business. All improvements, erections and additions installed in or placed upon the demised Premises by Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of Tenant, and may be removed by Tenant, in whole or in part, at any time before the expiration or termination of this Agreement or upon a reasonable time thereafter. If Tenant removes any or all of the improvements, erections and additions it has installed in or placed upon the demised Premises, Tenant agrees to repair any specific damage directly resulting to the Premises from such removal to the condition existing at the beginning of the tenancy, fair wear and tear excepted.

REMOVAL OF FIXTURES BY TENANT

25. At any time before the expiration or termination of this Agreement, or upon a reasonable time thereafter, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances and movable furniture which it has placed in or upon the demised Premises.

WAIVER OF RIGHTS

26. The waiver by Landlord, or by Tenant, of any breach of any stipulation, provision, term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, terms, covenant, agreement or condition herein contained.

ENTRY FOR CARDING, ETC.

27. In the event Tenant does not exercise the renewal or extension option provided above, then it is agreed that Landlord may, within thirty (30) days next preceding the expiration of the Term, card Premises advertising the said Premises "For Sale" or "For Rent". Landlord may enter the Premises at reasonable hours to exhibit the same to prospective purchasers or tenants.

ABANDONMENT OF RENTED PREMISES

28. During the term of this Agreement Tenant agrees not to abandon or vacate the Premises without cause.

WASTE AND NUISANCE



Exhibit E

Specimen Lease Agreement



29. Tenant shall not commit, or suffer to be committed any waste upon the said Premises, or any nuisance, or other act or thing which may disturb the enjoyment of any other Tenant, if there be any, in the building in which demised Premises may be located.

ASSIGNMENT AND SUBLETTING

30. Tenant shall not assign this Rental Agreement, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the Premises, or any portion thereof, without the express written consent of Landlord first having been obtained, which consent shall not unreasonably be withheld. Any such assignment or subletting without such consent shall be void, and shall, at the option of Landlord, on twenty (20) days notice to Tenant, terminate this Rental Agreement. Consent to one assignment and/or subletting shall not waive this provision, and all later assignments and/or sublettings shall likewise be made only on the prior consent of Landlord, which consent shall not unreasonably be withheld.

EFFECT ON ASSIGNMENT AND SUBLETTING WHEN TENANT SURRENDERS RENTAL PROPERTY

31. The voluntary or other surrender of this Rental Agreement by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing sublets or subtenancies, or may, at the option of Landlord, operate as an assignment to Landlord of any or all such sublets or subtenancies.

SURRENDER OF PREMISES

32. Tenant shall at the termination of this Agreement surrender up said rented Premises in good order and condition; reasonable use and ordinary wear and tear thereof, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of Landlord excepted.

INVALIDITY OF PROVISION OR PORTION OF PROVISION

33. Shall any provision or portion of such provision of this Rental Agreement be held invalid, the remainder of this Rental Agreement or the remainder of such provision shall not be affected thereby.

COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

34. (a) Landlord shall be responsible for compliance with all applicable laws, ordinances, and regulations, including permitting and zoning ordinances and requirements and local and state building codes, life safety codes, security, and the holding of a current and proper certificate of occupancy.

(b) Notwithstanding any provisions of this Agreement to the contrary, Landlord is solely responsible for assuring that the Premises and all common areas are at all times in compliance with Title III of the American with Disabilities Act of 1990, 42 USC §12101 *et seq.* (hereinafter the "ADA") as amended, and with all regulations promulgated pursuant to the ADA (hereinafter the "Regulations"). Except for any remodeling or alterations to the premises after the commencement date of this Agreement due to an election by Tenant to remodel (but not including any remodeling or alterations at the beginning of the Term of this Agreement to make the Premises initially suitable for Tenant), Landlord shall be solely responsible for all costs and expenses associated with ADA compliance. Landlord shall not charge Tenant for, or seek reimbursement from Tenant for, any expenditures, capital or otherwise, associated with conforming the premises or common areas to the requirements of the ADA and the Regulations.



Exhibit E

Specimen Lease Agreement



(c) Landlord and Tenant hereby certify that the provisions of law contained in Title 45 Chapter 10 of the Official Code of Georgia which prohibit full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions with the State or state agencies have not and will not be violated in any respect by this Agreement.

SUBORDINATION

35. This Rental Agreement shall be subject and subordinate to all existing liens and encumbrances against the Premises (and all rights and obligations contained therein); *provided*, however that as to all such liens and encumbrances and any future liens and encumbrances, as a condition precedent to any such subordination, the holder of the lien or encumbrance agrees, so long as the Tenant is not in default under this Agreement, to the non-disturbance of Tenant and the continuing possession of the Premises by Tenant under the same financial provisions and substantive terms and conditions set forth in this Agreement.

FINANCING

36. Tenant has not and will not participate in the structuring, offering, or issuance of bonds or other financing to be used to construct, renovate, or rehabilitate the Premises and Tenant shall have no obligation with respect to the bonds or the financing of the Premises and no moral obligation to continue to rent the Premises in a manner supportive of the creditworthiness of the bonds or financing.

ENTIRE AGREEMENT

37. This Rental Agreement, including the attached Exhibits "A", "B", and "C", embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the demised Premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements either oral or written, between the parties other than are herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to the is Rental Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Rental Agreement.

END OF EXHIBIT "A"



Exhibit E

Specimen Lease Agreement



EXHIBIT "B"

Special Stipulations



Exhibit E

Specimen Lease Agreement



EXHIBIT "C"

Legal Description, Plats and Drawings



Exhibit F

BOR Requirements – Space Program – Office Area
 Board of Regents of the University System of Georgia – State Records Center



Space Name	Staffing Number	Quantity / Capacity	Size	Square Feet Required	Notes
STAFF					
Enclosed Offices					
Manager	1	1	140	140	
Professional	1	1	140	140	
Scanning	1	1	140	140	
Open Office Workstations					
Receptionist	1	1	100	100	
Professional	4	8	100	800	
Total number of work spaces, enclosed & open (capacity)		12			
ANCILLARY / SUPPORT					
Public waiting / reception		1	100	100	
Unisex restroom		3	60	180	Located in office area.
Locker Room – Male		1	200	200	
Locker Room – Female		1	200	200	
Secured files		4	100	400	These should open into both office and warehouse areas.
Conference / training room - Large		1	648	648	24' X 27'
Conference / training room - Medium		1	273	273	13' X 21'
Copier / fax / mail		1	60	60	
Supplies / storage		1	100	100	
Telecommunications (server)		1	80	80	
COMMON AREAS					
Staff break room		1	300	300	
Electrical		1	30	30	
Mechanical		1	30	30	
Janitor's closet		1	30	30	
SUBTOTAL				3,951	
35% Circulation				5,333	
TOTAL (Occupancy & Area)	8			5,333	
TOTAL Capacity	12			5,333	



Exhibit F

BOR Requirements – Space Program – Warehouse Area

Board of Regents of the University System of Georgia – State Records Center



Division / Section Name	Capacity	Occupancy	Square Feet Required	Notes
Warehouse area			70,000 – 100,000	
Loading dock area			Included above	
Warehouse restroom			Included above	
SUBTOTAL				
TOTAL				
TOTAL Capacity				



Exhibit G



Shell Building Standards (New or Existing)

All conditions outlined below are minimums. Offerors are free to offer upgrades at their own discretion; however, additional costs should not be passed through to BOR in the form of higher rent.

Shell:

- Roof must be new or less than five years old. If not, an explanation will be required in writing of measures in place to ensure the state that the roof will not be a problem over the term of the lease.
- Building shell must be appointed and maintained in a like new condition. Noticeable cracks, damage, rot or peeling paint is not acceptable.
- Landscaping is to be well maintained with a maintenance contract in place.
- The parking lot is to be free of damage or potholes. Required handicap parking spaces are to be clearly marked and signed per code.
- An accessible path from handicap parking into the building must be provided per code with no obstructions higher than 1/2".
- The building must be able to ensure that the property has no site drainage issues.
- Building window blinds should be included in the shell cost and not the tenant improvement allowance. The window blinds should be 1" horizontal style. Any damaged or non-functional blinds are to be replaced.
- Exterior doors are to be in good working condition, fully weather-stripped and sealed with aluminum threshold. Doors to be have lever or push bar hardware, lockset and closer.
- The structure is to be free of any hazardous material such as asbestos or lead paint. The structure is also to be certified free of mold or mildew.
- Underground sanitary system shall be in place for tie in.
- Domestic water system and vent system shall be in place for tie in.
- Toilet exhaust system shall be included in the shell.
- Outside air system shall comply with ASHRAE 62.1.

Electrical:

- The building must have a minimum of 5 watts per square foot for the total usable square footage for 120 volts general power usage. This excludes power for lighting and HVAC equipment.
- All panels should be in the building cost to meet the 5 watts minimum standard.
- The Landlord is to provide 2' X 4' 18-cell T-8 parabolic florescent light fixtures in a quantity of one fixture per 80 square feet. The fixtures may be in the ceiling or stacked on the floor.
- The cost of the 2' X 4' lighting fixtures should be in the shell cost of the project. The lighting installation will be included in the tenant allowance budget.
- A base building audio/visual fire alarm system is to be in place where required by code. Fire alarms and strobes will be a part of the tenant improvements.
- Provide emergency light fixtures with a standard of one fixture per 800 square feet.
- Generator or battery backup for life safety systems

Mechanical:

- Mechanicals should be sized to control and condition the space with no more than a nine degree variance of the exteriors temperature.
- The standard mechanical system should be able to meet a zoning of 1,000 square feet to 2,000 square feet per zone.
- Cooling capacity shall be 300 square feet per ton
- The mechanical system must be no more than 5 years old. If more than 5 years old a written plan of scheduled repairs and replacement should be included in the RFP.
- All mechanical equipment, main trunk lines and PIU and VAV units should be in the shell cost.
- Thermostats should be of a type that affords the opportunity to reduce cost through programming for off hours.



Exhibit G

Board of Regents Building Standards for Office & Administrative Build-Out



Plumbing:

- It is expected that base building restrooms, janitor's closet and at least one drinking fountain are in place for use by the Tenant or if not, the cost of building them is carried as a part of the building shell and not in the tenant improvement allowance.
- Restrooms and drinking fountain are to all be fully compliant with the governing ADA standards as currently in effect.
- Restrooms should have plastic laminate toilet partitions, ceramic or porcelain tile floors and plastic laminate clad lavatory counters.
- All restroom accessories are to be in place including handicap grab bars, toilet paper dispensers, paper towel dispensers, soap dispensers, etc.
- In existing restrooms, damaged toilet partitions, sinks, loose hardware or accessories, or marking on walls or partitions are not acceptable and must be repaired at Landlord expense.

Specialty:

- If sprinkler systems are required, the main sprinkler lines should be provided within the space as a part of the base building and not the tenant allowance budget.
- A 2'x 2', 15/16" standard ceiling grid should be in place as part of the building shell and not a part of the tenant allowance.
- The ceiling tile should be a 2' X 2' Cirrus type tile or equal either in place or stacked on the floor. The tile should be in the shell or building cost and not be a part of the tenant allowance cost.
- The floor slab shall be level within 1"/10 ft., free of major cracks or damage, and in acceptable condition for the installation of glued-down carpet or vinyl tile.

Interiors Allowance / Tenant Improvements

Above Ceiling Grid:

Electrical:

- Installation of the lighting fixtures is to be charged to the tenant allowance.
- Emergency lighting may be by battery pack fixtures or wall-mounted "eyeball" type fixtures.

Mechanical:

- The cost for the secondary and tertiary duct work, diffusers, material and labor will be charged to the tenant allowance.
- Price a separate VAV box and thermostatic control in all conference rooms with 10 people or larger.
- Training rooms should be sized with the separate PIU and/or VAV boxes and separate thermostatic controls.

Specialty:

- Installation of the ceiling tiles is the only cost charged to the tenant allowance.
- If the ceiling tiles are pre-existing and can be reused they must be in a like new condition with a 25% replacement of new tiles should be budgeted to the pricing for broken or damaged tiles that may occur while above ceiling work is being done during construction.

Below Ceiling Grid:

Partitions:

- Any necessary demolition required will be at the Landlord's sole cost and expense.
- All Conference Rooms and Training Rooms are to be full height to structure with sound batts. All other partitions may be to underside of grid.
- Provide fire-rated partitions where required by code.



Exhibit G

Board of Regents

Building Standards for Office & Administrative Build-Out



Electrical:

- All 140 square foot offices will have two duplex outlets.
- Light fixtures are to be separately switched at each office or enclosed room.
- All offices will have one data box with conduit and a pull string.
- All hallways will have one duplex convenience outlet not more than 40 ft. apart.
- All conference rooms will have one duplex outlet on each wall.
- All conference rooms will have two data boxes with conduit and a pull string.
- Provide occupancy sensors in all enclosed rooms.
- Provide time clock control of all open and common areas.
- Minimum Server Room requirements: provide two dedicated duplex outlets, an exhaust fan with thermostatic control and a 4'X 8' sheet of plywood on the wall.
- Workstation power: if furniture system workstations are a part of the scope, provide wall feed for power and tel/data where workstations are against a wall or column. Where workstations are not against a wall or column, provide power and tel/data overhead to be fed by furniture system power poles. Contractor to provide all final hard-wired connections to workstations.
- One (1) dedicated circuit for a microwave in the break room.

Door and Hardware Standards:

- All doors should be 3' X 7' high minimum. Doors to be solid core stain grade birch veneer.
- All door frames to be hollow metal. Frames may be knock-down type.
- All hardware should be commercial grade lever handles with a combination with locking and rest passage sets.
- Second generation doors, frames and hardware are acceptable if in "like-new" condition.

Finishes:

- All offices, conference rooms and corridors to have carpet and carry an allowance of \$16.00 per square yard allowance installed.
- All storage rooms, files rooms and break rooms should have 12" X 12" VCT floorcovering with an allowance of \$1.75 PSF installed.
- 4" vinyl cove base should be used throughout the space.
- All painted walls should have two coats of eggshell paint.
- Conference rooms should have Type II vinyl wall covering with an allowance of \$12.00/yd. for 54" wide material only.

Break room, Workrooms and Toilet Rooms:

- All millwork in break room, toilet rooms and workrooms should have commercial grade plastic laminate doors, countertops and splashes. Cabinet bodies may be melamine inside.

Specialty:

- Main Break room will have a stainless steel double sink with high-arc faucet.
- Main Break room will have a dishwasher.
- Main Break room will have a waterline for coffee and icemaker in the refrigerator.
- Include an allowance or \$1,250.00 for a refrigerator.
- Provide on wall mounted 10 lb. fire extinguisher per every 3,000 square feet of space.



Exhibit H

Board of Regents Proposed Warehouse Racking Layout

