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May 3, 2017

RE: Board of Regents State Records Center – RFP No. BR-97-1702, Instructions for Best & Final Proposals

Dear Finalist:

We appreciate your time on our site visit on April 20, 2017. As one of the finalists for above referenced RFP, please find enclosed the instructions for Best & Final proposals.

All Proposer responses to the original RFP remain in effect unless added to or modified herein. Accordingly, the Best & Final proposal should update or provide new detailed responses to the Proposer’s original RFP response. Proposers are encouraged to be as aggressive as possible in the Best & Final proposal. Any information not submitted with your initial RFP response must be submitted in the Best & Final proposal to be considered.

All finalists must submit their Best & Final proposal by 5:00pm Eastern, Wednesday, May 10, 2017 in accordance with the format of the Exhibits attached hereto.

Thank you for your participation and we will look forward to your response.

Sincerely,

Erik Weiss & Steve Bates

Corporate Managing Director

Savills Studley

3414 Peachtree Road

Suite 1000

Atlanta, GA 30326

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| --- | --- |
| **BUILDING ADDRESS:** | Please confirm the complete address for the proposed Premises. |
| **RESPONSE:** |  |
| **LANDLORD/PROPERTY OWNERSHIP:** | Please confirm the prospective Landlord’s legal name (and the name of landlord’s property management firm and/or developer, if applicable). Please provide proof of ownership or other property interest in the Building and/or Site. Documents, such as a copy of a lease, a ground lease, a recorded deed or another binding contract, providing such information should be included as an attachment.   |
| **RESPONSE:** |  |
| **PROJECT FINANCING:** | Please describe the proposed structure which Landlord will use to finance the Project and or improvements. Provide sufficient information so that Tenant can have comfort that the financing terms and conditions are realistic and that the terms and conditions provided to Tenant will be achieved to meet the Commencement Date. |
| **RESPONSE:** |  |
| **TERM:** | Please confirm that the landlord will provide for lease rates for three term options: an annual lease with eight (8) annual renewal options; a seven (7) year term with two (2) five-year renewal options; and aTen (10) year term with two (2) five-year renewal options. Please confirm lease rates for the terms requested above. Lease rates can be submitted on a separate, attached page to the Best and Final RFP submittal if the space below is not sufficient. |
| **RESPONSE:** |  |
| **COMMENCEMENT:** | Tenant is targeting a **September 1, 2017** commencement date or upon substantial completion of Tenant Improvements, as evidenced by Landlord’s receipt of a State Certificate of Occupancy. Please provide a detailed Project and/or Construction Schedule showing how Landlord plans to achieve this Commencement Date. The Project and/or Construction Schedule can be submitted on a separate, attached page to the Best and Final RFP submittal if the space below is not sufficient. |
| **RESPONSE:** |  |
| **SPACE PLANNING/****CONSTRUCTION DOCUMENTS:** | The Tenant’s architect will provide all space planning preparation, construction document preparation and MEP preparation services. Please confirm Landlord will provide a **$1.81/RSF Allowance** for Tenant’s Architect and specify whether this allowance will be amortized into the rental rate or deducted from the Tenant Improvement Allowance. |
| **RESPONSE:** |  |
| **CONSTRUCTION:** | In the case of an existing building, Tenant may engage a third party entity or individual to project manage the interior tenant improvement construction. This Project Manager will provide for a competitive bid process that includes no less than three (3) general contractors and is handled on an open book basis. Both Landlord and Tenant shall mutually agree on the selected contractors that will bid the tenant improvement construction. If engaged, Tenant’s Project Manager will provide Project Management Services for the Premises. Confirm Landlord will provide a **$2.00/RSF** Project Management Allowance and specify whether or not it will be amortized into the rental rate or deducted from the tenant improvement allowance.Landlord will sign and administer the executed construction contract and have involvement in the project management of the construction of the interior tenant improvements, and a 3rd party project management company will have primary responsibility for the project management of the actual construction of the interior tenant improvements.Landlord and Landlord’s management company both agree that they will not charge a construction management fee.In the case of a build to suit “new building”, the developer will bid and construct both the base building and the interior tenant improvements.  |
| **RESPONSE:** |  |
| **BASE BUILDING:** | In addition to items as detailed in Exhibit B attached hereto, please confirm that item 12**, Ceiling in office area**, has been incorporated into Landlord’s proposal and is included in Landlord’s Base Building Cost. |
| **RESPONSE:** |  |
| **TENANT IMPROVEMENTS:** | Per **Exhibit B**, confirm Landlord’s willingness to provide **a turnkey build** out based on the Space Utilization Program, construction standards, and design specifications provided in the original RFP and attached hereto as **Exhibits A, B & C**. Please provide detailed line item construction costs for Tenant to understand the budget on which the turnkey option is based. Landlord may also provide any alternative construction ideas or proposals that would increase the efficiency of or would lower the construction, occupancy, or maintenance costs of the building.If Landlord elects to offer a Tenant Improvement Allowance rather than a turnkey buildout, please confirm that any unused Tenant Improvement Allowance, if applicable, may be applied towards interior finishes, phone and data wiring, security systems, design fees, moving costs, furniture fixtures and equipment purchases, furniture fixtures and equipment installation, Voice & Data purchases, Voice & Data installations and any other interior construction other than those items specifically provided by the Landlord as part of the Base Building tenant finish improvements. The turnkey solution or TI Allowance provided must cover all aspects of the office and warehouse delivered to the tenant other than Tenant’s racking system, which will be provided by Tenant. If a TI Allowance is proposed, none of it can be used to fund fire suppression or lighting as these are considered to be part of the base building.  |
| **RESPONSE:** |  |
| **PARKING AND PUBLIC TRANSPORTATION:** | Tenant will be provided by Landlord free of charge an “on site” parking ratio **equal to a minimum of 5.0 parking spaces/1,000 RSF of office space**. Landlord shall specify and confirm the number of handicap spaces available to Tenant. Please provide the maximum number of parking spaces available to Tenant, expressed as both an empirical number of parking spaces and ratio expressed as # of parking spaces per 1,000 RSF leased. Please illustrate on site plan, if existing, and explain in detail the location of the parking in relation to proposed Premises and if parking is currently paved surface, covered deck and secured. All parking shall be free of charge throughout the initial term as well as all expansions. Please confirm whether the building and/or site can provide for a parking area for Tenant’s employees that is separate from parking areas for the general public and other tenant parking. If employee parking is available, please illustrate the location and number of spaces on the site plan, and state whether such parking is accessible through a separate employee entrance/exit to the Premises.Please describe available public transportation serving the Building, including the distance from the Building’s entrance. |
| **RESPONSE:** |  |
| **SIGNAGE****RIGHTS:** | Describe Tenant’s ability to install and place its name in, on, and around Building, parking area, monument/pylon, and proposed Premises.Please detail the signage rights, if any, of other tenants in the building, including location as it relates to signage rights of Tenant. Please confirm whether Tenant’s signage will be provided by and installed by the Landlord at Landlord’s cost. |
| **RESPONSE:** |  |
| **RENTAL RATE:** | Please quote a rental rate over the term of the lease on a **modified** gross basis**.** This is a deviation from the original RFP language. Offerors should include CAM, taxes, and insurance in their offered modified gross rental rates below. BOR will pay for utilities and janitorial under separate contracts. Please propose as aggressive a Rental Rate as possible. Lease rates can be submitted on a separate, attached page to the Best and Final RFP submittal if the space below is not sufficient.Please include any concessions (free rent) you are willing to offer **inside** of the respective lease terms. Please identify the following line items listed below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Amount per RSF 2015 (actual)** | **Amount per RSF 2016 (actual)** | **Amount per RSF 2017 (estimated and/or actual)** | **Amount per RSF 2018 (estimated)** |
| Operating Expenses and CAM\*\* |  |  |  |  |
| Real Estate Taxes |  |  |  |  |
| Property Insurance |  |  |  |  |
| Admin. /Management Fee |  |  |  |  |
| **TOTAL:**  |  |  |  |  |

**\*\*Note: It is Tenant’s intent that Landlord will be responsible for providing all of the following, and these shall be included in the CAM/Operating Expense:** * Interior Maintenance
* Exterior Maintenance
* Interior Repairs
* Exterior Repairs
* The Purchasing of interior light bulbs and its physical replacement
* Dumpster & Trash
* Landscaping
* HVAC Service Contract
* Life Safety Service Contract
* Window Washing
* Parking lot sweeping/cleaning
* The Purchasing of exterior light bulbs and its physical replacement
* Capital Improvement Reserves
* Pest Control
* Management Staffing/Day Porters/Overhead/Benefits
 |
| **RESPONSE:** |  |
| **LEASING INCENTIVES:** | Please identify any leasing incentives that Landlord is willing to propose including rental abatement, discretionary allowances, delayed rental rate increases, limited rental rate increases, etc.  |
| **RESPONSE:** |  |
| **OPERATING EXPENSE** **BASE YEAR:** | The Landlord should quote this lease contemplating a base year for operating expense increase purposes (all expenses except for utilities and janitorial). Therefore, Tenant will pay only operating expense increases above the base year. Both the base year amount and each successive comparison year shall be grossed up to reflect 95% occupancy. Please confirm Landlord’s calendar year base year. Additionally, controllable operating expenses (all expenses except real estate taxes and insurance) shall be capped at 3% annually on a compounding, but non-cumulative, basis. Operating expenses shall exclude capital improvements. Tenant, or a 3rd party company (on behalf of Tenant), shall have the right to audit operating expenses annually.  |
| **RESPONSE:** |  |
| **COST DECREASES:** | Please specify the amortization interest rate that Tenant can use to calculate any rental rate reduction based on decreases in total costs (to either the base building improvements or interior tenant improvements). |
| **RESPONSE:** |  |
| **RIGHT TO TERMINATE:**  | Tenant's right to terminate is governed by OCGA § 50-16-41, as amended. Relevantly, Tenant shall have the right to terminate, without further obligation, the lease agreement if Tenant determines that adequate funds will not be available for the payment obligations of Tenant under the lease agreement. Tenant's determination regarding the availability of funds for its obligations shall be conclusive and binding on all parties to the lease agreement. |
| **RESPONSE:**  |  |
| **LEASE AGREEMENT:** | BOR anticipates entering into a multiyear lease agreement with the successful proposer pursuant to its form agreement attached hereto as Exhibit D. If applicable, please submit a redline of any proposed changes to this form agreement. |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **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** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **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** |  |  |  |  |

**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 ½”.
* 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.

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 restrooms 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 of damaged tiles that may occur while above ceiling work is be 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.

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.

