April 13, 2023

# RE: State Properties Commission – Notice of Request for Proposal for RFP 9307 DOR Atlanta

# To Whom It May Concern:

# Savills has been retained by the State Properties Commission (“SPC”), on behalf of the Department of Revenue (DOR) referred to as (“Agency”), to assist in seeking proposals for a potential lease of approximately ±97,206 usable square feet (“SF”) of administrative office and support space in Atlanta, Georgia (please see Exhibit I for Delineated Area located in the I-85 corridor in Atlanta, GA). SPC, as tenant, intends to enter into a multi-year lease agreement with the successful Proposer, as landlord, for use of the building.

# The process of evaluating proposals will be strictly governed by the attached request for proposal (“RFP”). Any and all questions must be submitted in writing per the process and schedule detailed in the attached RFP. Unless instructed otherwise in the attached RFP, no verbal communications will occur between Savills and each proposer. This will be a structured process with all information disseminated in the attached RFP or on the SPC website at https://gspc.georgia.gov/multi-year-lease-procurements.

Proposers should be aware the proposal determined by the selection committee to best meet the needs of the Agency may not necessarily be the lowest cost proposal.

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

# Sincerely,

#

**Erik Weiss Kari Downing**

Savills Savills

(404) 504 - 0018 (404) 504 - 0007

EWeiss@savills.us KDowning@savills.us

**9307 DOR Atlanta**

**Contents**

**Request for Proposal**

**EXHIBIT A:** RFP Schedule

**EXHIBIT B:** Proposal Detail Form

**EXHIBIT C:** Certification Form

**EXHIBIT D:** Disclosure Statement

**EXHIBIT E:** Commission Agreement

**EXHIBIT F:** Agency Requirements – Programmatic Needs

**EXHIBIT G:** State Properties Commission – Construction Standards for Leased Properties

**EXHIBIT H:** Department of Revenue – Security Requirements

**EXHIBIT I:** Delineated Area

**Request for Proposal**

**9307 DOR Atlanta**

***All proposers should be aware that the project you are submitting a proposal on is a public procurement, and SPC is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Georgia, SPC 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 lease.***

**Communication**

From the issue date of this solicitation until a successful proposer 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 SPC staff, its consultants, or members of the Selection Committee (“SC”), except for submission of questions as instructed in the RFP. SPC reserves the right to reject the submittal of any proposer violating this provision. **The designated Leasing Specialist shall facilitate the procurement process and be the sole point of contact for participating proposers for the duration of the procurement.** Procurement documents, including attachments, associated addenda and general communication of relevant information will be publicly posted on SPC’s website at the following web address (https://gspc.georgia.gov/multi-year-lease-procurements). At any time, SPC 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. **All proposers are responsible for checking SPC’s website on a regular basis for updates, clarifications, addenda, and announcements.**

## **Proposal Deliverables**

## Required proposal deliverables include the Proposal Detail Form which is attached hereto as Exhibit B, the Certification Form which is attached hereto as Exhibit C, and the Disclosure Statement which is attached hereto as Exhibit D, along with those documents requested in the Proposal Detail Form. Proposals should include a one (1) page cover letter identifying the proposer, the solicitation name and number and any information the proposer deems relevant or appropriate. Proposers should also include a table of contents identifying each form and all other documents submitted.

SPC reserves the right to disqualify a proposer who fails to provide the above-referenced forms or to fully respond to all questions.

Please do not add any graphics to your RFP submission. Your submission should be completed and returned in the form provided in Exhibit B. If you would like to include additional information that contain graphics such as company brochures, proposed premises test fit, etc., please include as a separate attachment (label attachment with identifying information).

**Designated Leasing Specialist and Proposal Submission**

Savills has been retained by SPC to act as the Leasing Specialist. Proposers can submit their proposal via email or hand delivery to the Leasing Specialist at the addresses listed below. In the subject line of the email, please include “**RFP No. 9307 DOR Atlanta and** **the words “PROPOSAL**”. **Proposals must be received by the Leasing Specialist** identified below via email (receipt will be confirmed by Leasing Specialist) or hand delivery prior to the deadline indicated on Exhibit A of this solicitation.

**This is a firm date and** **no proposals, corrections, supplemental materials or withdrawals of submissions will be accepted after the time and date set for receipt. SPC is not responsible for any technical issues related to a proposal submission via email.**

**Attention:**

**Savills**

**Care of: Erik Weiss / Kari Downing**

**3424 Peachtree Rd**

**Suite 2100**

**Atlanta, GA 30326**

**Email:** **eweiss@savills.us**

**Email:** **kdowning@savills.us**

**Selection Committee**

A Selection Committee (“SC”) will evaluate proposals received in accordance with the instructions contained herein, and participate in site visits, presentations or interviews of the shortlist of finalists (“Short List Finalists”). The SC shall consist of representatives from SPC and the Agency, approved by SPC’s Executive Director, in his sole and absolute discretion.

 **Short List Finalist and Site Visits**

Proposals which are submitted in accordance with the provisions contained herein and responsive to the RFP shall be included in the Short List Finalists. The Short List Finalists may be posted on the SPC’s website and those finalists will receive written notification via email (“Short List Finalist Notification”) from the Leasing Specialist.

The SC will conduct site visits of the Short List Finalists’ properties and/or request Short List Finalists to make presentations of their proposed properties. If a presentation is requested, the format and location of the presentations shall be decided by the SC. Site visit or presentation instructions and requirements of the Short List Finalists will be provided in the Short List Finalist Notification. During the site visit or presentation, the SC will generally evaluate the condition of the site, location, amenities, and surrounding area. Dates and times for site visits or presentations will be coordinated by the Leasing Specialist in writing via email. All members of the SC will be present during the site visits or presentations. Other persons may also be present at the sole discretion of SPC’s Executive Director.

**Evaluation and Selection of an Apparent Awardee.**

Following the site visits and/or presentations, the SC will evaluate, assign points using the weighted criteria described below and rank the Short List Finalists. From this ranking, the SC may choose to either a) select the highest ranked Short List Finalist as the apparent awardee, or b) engage in a Best and Final Proposal Process. If the Best and Final Bid Process is elected, the Best and Final Finalists will receive written notification (“Best and Final Finalist Notification”) from the Leasing Specialist. During this Best and Final Period, the Leasing Specialist will, through individual meetings and/or discussions with each finalist, obtain a best and final proposal. During such discussions, the Leasing Specialist may disclose information about each finalist’s proposal to other finalists; provided, however, the Leasing Specialist shall not reveal to any one finalist the building name, owner, and broker of another finalist.

Following the Best and Final Period, the SC will again evaluate, assign points to each best and final proposal using the weighting criteria described above, and rank the Best and Final Finalists. The highest ranked proposal after the Best and Final Period will be notified as the apparent awardee.

The SC will evaluate proposals of the Short List Finalists per the following weighted criteria.

*10% Factor –* Property Ownership / Management

*35% Factor* – Building and Improvements

*30% Factor* – Economics of the Proposal

*25% Factor* – Suitability / Space Planning

When conducting the evaluation, SC members will assign points to each proposal using the above weighted criteria resulting in an overall ranking of the proposals.

Once an apparent awardee is identified, Leasing Specialist will then enter into final discussions and negotiations with the apparent awardee with the goal of executing a Letter of Intent (LOI) or finalizing a lease agreement. During the contract negotiations, the Leasing Specialist may continue to seek terms that are in addition to or more favorable to SPC than the terms in the proposal submitted by the apparent awardee. Should the parties be unable to reach final agreement on the LOI or lease, discussions may be terminated, and Leasing Specialist may begin final discussions with the 2nd highest ranked proposal, and so on, until a LOI or lease agreement is finalized.

**Award Subject to Finalizing a Lease Agreement**

If SPC Board approval is required for award, and the Leasing Specialist and apparent awardee finalize a LOI or lease, the Executive Director will recommend the apparent awardee’s proposal be presented at SPC’s next duly called meeting for Board approval in accordance with its by-laws. If approved by the SPC Board, SPC will execute the final lease agreement with the apparent awardee. This request for proposal and any proposal submitted in response is not binding upon SPC and does not obligate SPC to enter into a lease. Neither SPC nor any party submitting a proposal will be bound unless and until a written lease mutually accepted by both parties is negotiated and is fully executed.

**Cancellation of RFP, Rejection of All Proposals**

SPC reserves the right to reject any or all proposals, and to waive technicalities, irregularities, and informalities, and reserves the right to cancel or conclude this procurement at any time without finalizing selection of an awardee or executing a lease, without any liability to any proposers, or any other person or entity.

**Proposers should understand and accept that by responding to this solicitation 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 overall best solution will be the proposal that best meets the criteria. Proposers should be aware the proposal determined by the SC to best meet the needs of the Agency may not necessarily be the lowest cost proposal.**

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

**Form of Lease Agreement**

The SPC 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 SPC lease documents.

**Non-Discrimination**

SPC shall require, prior to, or incidental to, the award of a contract, confirmation by the proposer stating that the proposer 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 proposer may be required to execute certificates, affirming these requirements of non-discrimination.

**Procurement Protests**

SPC’s protest policy may be found at <https://gspc.georgia.gov/policies> for processing protests from proposers regarding the solicitation process and/or award of contracts.

**Statement of Agreement**

 With submission of a response, the proposer agrees that he/she has carefully examined this solicitation and agrees to all terms. With submission of a proposal, the proposer 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 proposer has not directly or indirectly included or solicited any other proposer to put in a false or insincere proposal; (c) that proposer 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 proposals are the sole cost of the party submitting the response. SPC is not obligated to any party to reimburse such expenses. Upon receipt, all submittals become the property of SPC. 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 the employment of the Best and Final Process, the details of the submittal documents will remain confidential until final award.

**Questions and Requests for Clarification**

It is the responsibility of each proposer to examine the entire RFP, seek clarification in writing, and review its submittal for accuracy before submission. Questions about any aspect of the RFP shall be submitted via e-mail to the Leasing Specialist identified above prior to the appropriate deadline indicated in Exhibit A. All relevant questions and requests for clarification received by SPC and the corresponding responses will be compiled and posted on the SPC’s website.

**Exhibit A**

**RFP Schedule**

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

|  |  |
| --- | --- |
| **Event** | **Time / Date** |
| **RFP Public Advertisement:** | Date advertisement is posted on SPC website and noted on this RFP as **April 13, 2023** |
| **Pre-Proposal Meeting:** | **April 19, 2023 at 10:00am****To attend the pre-proposal meeting, email** **kdowning@savills.us** **to receive a zoom link invitation.**  |
| **Question Deadline:**(Proposer submits written questions) | **April 27, 2023 by 5:00 p.m.** |
| **Response to Questions:**(Response to questions posted on SPC Website) | **May 4, 2023 by 5:00 p.m.** |
| **RFP Proposal Deadline:** | **May 31, 2023 by 5:00 p.m.** |
| **Site Visits or Presentations:** | No later than **June 15, 2023** |
| **Notification of Apparent Awardee or, if necessary, notification of Best and Final Finalists\*** | No later than **June 26, 2023** |
| **Beginning of Best and Final Period\*:** | No later than **June 26, 2023** |
| **End of Best and Final Period\*:** | No later than **July 10, 2023** |
| **Apparent Awardee execution of a Letter of Intent (LOI) estimated date:**  | **Estimated to be July 20, 2023** |
| **Consideration by the SPC Board:** | **Estimated to be September 2023** |

\*Selection Committee, in its discretion, may determine that the use of a Best and Final Bid Process is necessary.

**Exhibit B - Proposal Detail Form**

|  |  |
| --- | --- |
| **Property Ownership/ Management:** | Please provide the prospective landlord’s legal name exactly as it will appear in the lease. 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 to the RFP submittal. Note: SPC requires the landlord listed below have possession of the property (owned or leased) prior to execution of a lease with SPC. Landlord cannot grant an interest greater than what it actually has in the proposed Premises.   |
| **RESPONSE:** |
| Please provide the following information for the landlord’s primary contact:1. Contact Name
2. Physical and mailing addresses,
3. Telephone number (office, mobile, etc.),
4. Fax number,
5. E-mail address, and website (if available),
6. Company name (if applicable), and
7. FEI #, if a registered company
 |
| **RESPONSE:** |
| Please provide the name and address of the following, if applicable:1. Landlord’s Developer
2. Landlord’s General Contractor
3. Landlord’s Architect and Georgia Registration Number
4. Landlord’s Project Manager for construction
5. Landlord’s Property Manager during the term of the lease
 |
| **RESPONSE:** |
| **Building and Site:** | **Please provide the following details for the proposed Premises:** 1. Building name/address for the proposed property
	1. Street Address
	2. Include floor and suite number
	3. County
	4. Define if multi-tenant or single tenant building
	5. Define if multi-story or single story
		* If multi-story, state if there is an elevator
	6. What is the construction type of your proposed building?
2. Location maps
3. Site plans
4. Existing “as built” floor plans of the proposed Premises.
5. Tenant prefers space that is contiguous and includes space on the first floor. Please provide the floor location and clarify if offered space is on one floor. First floor must adhere to security requirements outlined in the RFP.

SPC, as Tenant, and the Landlord will execute a lease for use of the Premises. The Premises to be leased by Tenant shall be based on the attached:**Exhibit F:** **Agency Requirements - Programmatic Needs****Exhibit G: SPC - Construction Standards for Leased Properties** **EXHIBIT H: Department of Revenue – Office Requirements**Landlord will construct, at its sole cost, the Premises pursuant to mutually agreed upon plans and specifications.  |
| **RESPONSE:** |
| Tenant prefers a **parking allocation of not less than four (4) per 1,000 RSF**. Please provide in your RFP response the maximum number of parking spaces available to Tenant, expressed as both an empirical number of parking spaces and ratio expressed as number of parking spaces per 1,000 RSF leased. Please illustrate the parking spaces on site and explain in detail the location of the parking in relation to the Building and if parking is a paved surface, covered deck and/or secured. Please specify if there are any costs associated with such parking. Also, please confirm the number of handicapped spaces available. Included in the 4 per 1,000 ratio, DOR requests that up to sixty (60) parking spaces be reserved for DOR use.  |
| **RESPONSE:** |
| Please provide a brief description of the surrounding area and the appeal of the location of the property to the needs of Tenant. Please note that proximity to public transportation is desirable to Tenant. Please provide the distance of the Building to public transportation, and describe how visitors would travel between such public transportation and the Premises. Also note the location(s) of nearby public transportation on the site plan. |
| **RESPONSE:** |
| Describe any onsite amenities available to Tenant within the Building. Please specify if there are any costs associated with such amenities. |
| **RESPONSE:** |
| Describe Tenant’s ability to install and place its name in, on, and around the 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. Tenant’s signage will be provided by and installed by the Landlord at Landlord’s cost. Confirm that Landlord will provide the signage cost as a part of the proposed lease.  |
| **RESPONSE:** |
| Describe proposed security and safety features for the Office Park (if applicable), Building and proposed Premises; including building security personnel, parking lights, sidewalks, building security systems, security cameras, fire and life safety controls, etc. |
| **RESPONSE:** |
| **Confirm the following for the proposed premises:**1. Usable and Rentable Square Foot measurements for the entire building
2. Usable and Rentable Square Foot measurements for the proposed premises.
3. Common area add-on factor

Note that final square foot measurements are to be verified by architect. Offeror to include As-Built Plans in a scaled PDF format in the RFP submission. Also include AutoCAD format, if available. |
| **RESPONSE:** |

|  |  |
| --- | --- |
| **Economics of Proposal:** | Tenant requires the rental rate to be **Full Service with limited escalations (if any), no base year expense stops, no ”pass-throughs” or ”bill backs”** from the Landlord related to Operating Expenses, Common Area Maintenance (CAM), real estate taxes, property insurance, or any increases in such costs during the proposed lease term (Note: Tenant is responsible for the cost of monthly phone, cable and internet service). Please indicate the type of lease rate being proposed. **Full-Service Gross:** **Landlord shall be responsible for ALL buildout and operating expenses associated with the Premises. Landlord shall be responsible for providing for all of the following as part of the Full Service rent (this list is intended to be informative to the Proposer and may not be an exhaustive list):** * Base building improvements
* Turnkey tenant improvements
* Provide and install refrigerator and dishwasher in the break room.
* Utilities
* Janitorial
* Interior maintenance
* Exterior maintenance
* Interior repairs
* Exterior repairs
* The purchasing of building interior and exterior light bulbs and physical replacement
* Dumpster & trash
* Landscaping
* HVAC service contract
* Life safety service contract
* Window washing
* Parking lot sweeping/cleaning
* Parking lot repair and maintenance
* Capital improvements
* Pest control
* Management Staffing/Day Porters/Overhead/Benefits
* Real estate taxes
* Property insurance
* Common area maintenance
* Roof repair and maintenance
* Elevator repair and maintenance
* Steam clean carpet every 24 months
* Deep clean LVT, VCT or tile flooring every 24 months
* Any landlord staff or contractors must pass DOR performed fingerprinting and background checks at landlord expense before being given access to DOR spaces.
 |
| **RESPONSE: Confirm agreement with Full Service lease structure.**  |
| **Building hours/****After Hours HVAC:** | What are the building hours for HVAC? Describe the after-hours HVAC and cost for the Premises.  |
|  | **RESPONSE: Building Hours & After-Hours HVAC Information** |
| **Generator:**  | Please describe the back-up generator available to the building and what the system powers. Tenant also requires a backup power for key operations. Please confirm that Tenant will be allowed to install a generator (Tenant will maintain the generator needed for its space).   |
|  | **RESPONSE: Describe generator details**  |
|  | Please quote a **Full-Service** rental rate per year over the term of the lease based on a Rentable Square Foot (RSF) measurement. (Note: Tenant is responsible for the cost of monthly phone, cable and internet service ).Please designate in this response any rent concessions, e.g. months of free (abated) rent, of which the Landlord is offering as part of RFP response. The free rent, if offered, must be included within, or inside of, the stated lease term. Please quote a rental rate based on both a ten year and a fifteen-year term.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Year | Full Service Rate per RSF | Monthly Rent | Annual Rent\* | Number of months of Abated Rent\*\* |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |
| 8 |  |  |  |  |
| 9 |  |  |  |  |
| 10 |  |  |  |  |
| 11 |  |  |  |  |
| 12 |  |  |  |  |
| 13 |  |  |  |  |
| 14 |  |  |  |  |
| 15 |  |  |  |  |

**\* When calculating the annual rate, multiply the monthly rent x 12 to arrive at the exact annual rent total.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Year | Full Service Rate per RSF | Monthly Rent | Annual Rent\* | Number of months of Abated Rent\*\* |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |
| 8 |  |  |  |  |
| 9 |  |  |  |  |
| 10 |  |  |  |  |

**\* When calculating the annual rate, multiply the monthly rent x 12 to arrive at the exact annual rent total.** **\*\* Note: If free rent is included in offer above, please make note of how many # months and in which Term(s) such free rent will apply. The Annual Rent amount should include the offset of Abated Rent.**  |
|  | Please describe the proposed structure which Landlord will use to finance the project and improvements. Provide sufficient information so that SPC and the Agency can have comfort that the financing terms and conditions are realistic. |
| **RESPONSE:**  |
| Landlord is required to confirm and acknowledge Tenant's right to terminate is governed by O.C.G.A. § 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 award estimated to be **September 2023** subject to board meeting**.** Tenant’s desired occupancy date is January 1, 2025. Offeror to provide tentative construction schedule showing a proposed Commencement Date. **The Commencement Date shall be five (5) business days following substantial completion of construction and receipt of State Fire Marshall permanent Certificate of Occupancy.** Please confirm that the landlord can accommodate this desired occupancy date. Please provide a detailed Project and/or Construction Schedule, identifying key transaction milestones, construction milestones, and other critical dates to show how Landlord plans to achieve this desired occupancy date. The Project and/or Construction Schedule can be submitted on a separate, attached page to the RFP submittal if the space below is not sufficient. |
| **RESPONSE: Proposed Commencement Date** |
| Tenant requires for Landlord to provide a complete buildout of the Premises including all necessary base building work and tenant improvements (“turnkey”) as part of its offer, based on the attached: **Exhibit F: Agency Requirements - Programmatic Needs** **Exhibit G: SPC - Construction Standards for Leased Properties** **EXHIBIT H: Department of Revenue – Office Requirements**Please provide detailed estimates for construction costs for Tenant to understand the budget on which the turnkey buildout is based. Landlord may also provide any alternative construction ideas or value engineering proposals that would increase the efficiency of or would lower the construction, occupancy, or maintenance costs of the building. Any alternative construction ideas or value engineering proposals should be offered in addition to (and not in place of) the requested budget that is based on Exhibits F, G and H. Please clarify the following details as part of construction costs:1. Provide an estimated project budget for the total interior turnkey buildout costs included in your proposal.
2. Include base building upgrades as separate line items.

In no event shall there be any additional cost to tenant beyond the Full Service Rent.  |
| **RESPONSE:** |
| The Landlord shall provide a **Refurbishment Allowance in the amount of $15.00 per rentable square foot at the midpoint of the lease term.** If Tenant does not utilize the entirety of the Refurbishment Allowance within themidpointlease year, Landlord shall provide a rent credit to Tenant equal to the amount of the unused Refurbishment Allowance during the first month(s) of the next lease year.  |
| **RESPONSE:** |
| 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.” Please disclose existing rights of first refusal or expansion rights of other tenants in the building (if applicable). |
| **RESPONSE:**  |
| SPC, in its potential capacity as “Tenant”, has engaged **Savills** to act as the Leasing Specialist. Accordingly, **Savills** is acting as agent for Tenant in the RFP process and is not acting as agent for any prospective landlord. In addition, **Savills** 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”).Please confirm that, per the commission agreement attached as Exhibit E (to be reviewed and executed by Landlord and **Savills**), Landlord will pay **Savills** a market standard commission.  |
| **RESPONSE:**  |
| **Suitability / Space Planning** | If the property will be a multi-tenant facility, please provide a list of current or planned tenants.  |
| **RESPONSE:** |
|  | Provide any information that may serve to differentiate the proposer from other proposers in suitability for the Agency and SPC. Include all unique qualifications the proposer believes are especially relevant to the scope of work contemplated herein. |
|  | **RESPONSE:** |
|  | It is highly encouraged that proposers complete a test fit/prospective floor plan for the proposed Premises based on the Space Utilization Program in Exhibit F with the RFP submission. If completed, the cost of the test fit will be at Landlord’s sole cost and expense. Test fit/prospective floor plan submitted should be in a scaled PDF and AutoCAD formats. |
|  | **RESPONSE:** |
|  | Tenant’s preference is to use Landlord’s architect to provide all space planning preparation, construction document preparation and MEP preparation services, at no additional cost to Tenant.All architectural fees shall be included as a part of the proposer’s turnkey offer regardless if the architect is the Landlord or Tenant architect.  |
|  | **RESPONSE:** |
|  | Landlord and Landlord’s management company both agree that they will not charge Tenant a construction management fee.Tenant will engage a third party entity or individual, of Tenant’s choice, to project manage the interior tenant improvement construction and/or serve as a consultant on Tenant’s behalf (“Tenant’s Project Manager”). Tenant’s Project Manager will be in addition to the project manager hired by Landlord or its general contractor. **Confirm Landlord will provide a $1.60/RSF Tenant Project Management Allowance**. Tenant’s Project Management Allowance shall be paid one-half (½) at lease signature and one-half (½) within thirty (30) days of the earlier of Tenant's occupancy of the Property leased pursuant to the Lease, or the commencement date of the Lease.  |
|  | **RESPONSE:** |

**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.

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 proposer’s 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 SPC may, by means that it deems appropriate, determine the accuracy and truth of the information provided by the proposer, and SPC 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 SPC to award a lease agreement.

*A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, denial, or 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 and/or the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.*

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name | Sworn and subscribed before me This \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NOTARY SEALNOTARY PUBLICMy Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Exhibit D - Disclosure Statement**

All proposers should be aware that the project for which you are submitting a proposal is a public project, and the State Properties Commission is a public agency. Pursuant to the laws, rules, and Executive Orders of the State of Georgia, SPC 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 lease. 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 SPC, (\_\_\_\_) the Occupying Agency, or the ultimate end-user of the proposed project.

**Insert Response**

1. Describe any gift, hospitality, or benefit of any sort that your firm has provided to SPC, the Occupying Agency (\_\_\_\_), or the end-user of the proposed project within the prior one-year period.

**Insert Response**

1. 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 SPC, or the Occupying Agency (\_\_\_\_).

**Insert Response**

This Disclosure Statement should be dated and signed by an authorized signatory for the proposer and submitted with the proposer’s submittal.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of Firm\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Authorized Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |

**Exhibit E - Commission Agreement**

# Date

# Name

# Address

# Address

# Address

**Re: Lease No. 9307 (“Project”), State Properties Commission (“Tenant”)**

Dear Name:

This letter, when signed by authorized representatives of both Insert name of landlord/owner(Landlord) and Savills(Broker), will represent the Commission Agreement ("Agreement") between Landlord and Broker with respect to Broker's representation of the Tenant, the State Properties Commission, concerning Tenant's lease of office space in the building located at Insert property address ("Property") pursuant to the above-referenced Project.

In the event that a lease agreement ("Lease") or amendment to an existing lease (“Lease Amendment”) is executed between Landlord and Tenant for space in the above referenced Property, Landlord agrees to pay Broker a commission ("Commission") to be calculated and paid in accordance with the terms of this Agreement. The Commission shall be equal to first months rent and four percent (4%) of the "Aggregate Lease Value" (as defined below) for the initial term of this Lease. The Commission shall be earned upon Lease execution and is payable without further condition or contingency as follows: (i) one-half (1/2) of the commission owed Broker within thirty (30) days of the Lease or Lease Amendment execution and (ii) one-half (1/2) within thirty (30) days of the earlier of Tenant's occupancy of the Property leased pursuant to the Lease or Lease Amendment, or the commencement date of the Lease or effective date of the Lease Amendment.

The Aggregate Lease Value is defined as the gross rental to be paid by Tenant on the leased Property for the initial term of the Lease. The Aggregate Lease Value shall include:

1. the initial gross rental to be paid by Tenant on all space leased by Tenant, including base rent, base operating costs, base real estate taxes, common area maintenance (“CAM”), insurance, and amortization of any Tenant improvement allowance, and
2. any fixed annual or other periodic rental increases and/or fixed annual or other periodic rent escalations occurring during the initial term of the Lease.

In the event the Lease contains an extension option and Tenant elects to exercise a fixed extension option contained in the Lease, and Broker is still engaged to provide brokerage services to Tenant, the Commission due for the extension period shall be calculated based on the Aggregate Lease Value of the extension period multiplied by the percentage in the second paragraph above, for the firm period of the Lease extension. Commission payable pursuant to Tenant’s exercise of a fixed extension option shall be payable 100% upon Tenant’s notification of Landlord of its exercise of the extension option.

Landlord and Broker each represents and warrants to the other that, in connection with Tenant's Lease of the Property, it has not employed or dealt with any broker, agent or finder other than Broker. Landlord and Broker shall each indemnify and hold the other harmless from and against any claims for brokerage fees or other commissions asserted by any broker, agent or finder employed by Landlord or Broker, respectively, or with whom Landlord or Broker, respectively, has dealt.

Landlord and Broker agree not to disclose confidential financial information on commission, or any other information having an adverse effect on the agreement and will refrain from using the information for any other purpose than that for which it was furnished except as required by the Georgia Open Records Act, O.C.G.A 50-18-70 et. seq.

Each party shall be responsible to the other party only for the reasonably foreseeable direct damages caused by its breach of this Agreement and in no event will either party be liable to the other for any loss of or damage to revenues, profits or goodwill or other special, incidental, indirect or consequential damage of any kind resulting from its performance or failure to perform pursuant to the terms of this Agreement. In no event shall Broker's liability for damages in connection with a claim made hereunder, including any indemnification obligation arising hereunder, exceed the amount of any commission actually received by Broker under this Agreement

This Agreement contains the entire agreement between the parties with respect to the payment of a commission by the Landlord to Broker and supersedes all prior agreements, negotiations and understandings between the Landlord and the Broker with respect to the subject matter hereof. Any representation, inducement or agreement not contained in this Agreement shall be of no force and effect. This Agreement may not be modified in any manner other than an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

If the Landlord sells, transfers or otherwise disposes of all or any part of the Property, and the purchaser or transferee thereof expressly assumes Landlord's obligations to Broker under this Agreement in writing, then, upon Landlord's furnishing Broker with an agreement signed by the purchaser or transferee evidencing such assumption of such obligations of Landlord, the transferring Landlord shall thereupon be fully and unconditionally released from any and all obligations under this Agreement without any further action required of the transferring Landlord, the successor Landlord or Broker. Notwithstanding anything contained herein to the contrary, if the purchaser or transferee does not expressly assume Landlord’s obligations under this Agreement in writing, then Landlord must provide for payment of outstanding amounts due to Broker from the proceeds of the sale at the time of closing.

Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs and that this Agreement binds such party. If either party is required to institute legal action against the other in connection with any dispute between Landlord and Broker relating to this Agreement or either party's performance hereunder, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

Please indicate your acceptance and approval of the above by having an authorized individual execute this Agreement on behalf of Landlord in the space provided below and return an executed original of this letter to the undersigned.

AGREED AND ACCEPTED:

**LANDLORD:**

|  |  |
| --- | --- |
| By: |  |
| Name: |  |
| Title: |  |
| Date: |  |

**BROKER:**

|  |  |
| --- | --- |
| By: |  |
| Name: | Christopher White |
| Title: | Vice Chairman, Market Leader |
| Date: |  |

**Exhibit F – Agency Requirements - Programmatic Needs (page 1 of 2)**



**Exhibit F – Agency Requirements - Programmatic Needs (page 2 of 2)**



**Exhibit G - State Properties Commission -** **Construction Standards for Lease Properties**

|  |
| --- |
| **State Properties Commission****Construction Standards for Leased Properties** |
| Project: 9307 DOR Atlanta  |
| Location:  |
| Effective Date: March 27, 2017 |
| **NOTE: These Notes should be reviewed by the Designer for each individual project and modified to meet specific requirements as required.**  |
| **Note-1: This document is intended to be a general guideline for in order to establish construction pricing and an accurate construction budget. The State has not thoroughly inspected the space nor conducted a comprehensive survey of existing conditions. The Landlord’s General Contractor shall provide adequate pricing to include restoration of general conditions and finishes as required to provide a move-in ready Tenant space.** **Note-2: The Landlord’s General Contractor shall visit the site prior to submitting pricing. General Contractor to notify SPC of any discrepancy between drawings and actual job conditions prior to submitting a bid.****Note-3: The General Contractor is responsible for filing the project for permit, all local permit fees as well as retaining an expeditor to file the drawings. These costs are to be included in the General Contractor’s pricing.****Note-4: See additional supplemental notes for items specific to the Tenant locating to the space.****Note-5: Landlord shall be responsible for compliance with all applicable permitting, zoning ordinances, and requirements; local and state building codes; life safety codes; the current Americans With Disabilities Act-Titles II & III and the design guidelines (ADAAG) and the securing of a certificate of occupancy in the construction of the building.** |
| **Base Building Requirements** |
| **NOTE: These items are to be affirmed by the Landlord as complete and fulfilled. If any items are lacking or not in place, they are to be priced separately and included as Landlord costs.**  |
|  1. The roof must be new or less than 5 years old. If not, an explanation will be required in writing of measures in place to ensure that the roof will be properly maintained over the course of the lease. |
| 2. The building shell must be appointed and maintained to a “like new” condition. Noticeable cracks, damage, rot, mold or peeling paint are not acceptable and must be remedied.  |
| 3. The structure is to be free of all hazardous materials or substances including asbestos, mold, mildew and lead paint. Any measures needed to abate hazardous substances are to be Landlord costs. |
| 4. There must be adequate handicap parking with striping and signage to comply with the Americans with Disabilities Act (ADA). |
| 5. There must be an accessible path from parking into the space with no obstructions greater than ½” and in full compliance with ADA requirements.  |
| 6. The building must ensure adequate drainage from the parking and site. |
| 7. Building landscaping must be well maintained with a maintenance program in place. |
| 8. Any water leakage or damage to the space is to be corrected and the source remedied.  |
| 9. Any requirements for fire protection of structural elements of the building should be in space including rated column or vertical penetration enclosures, spray-on fire proofing, etc.  |
| 10. The structure shall have sufficient insulation to meet current energy codes. If not, any upgrades to existing energy and insulation values are to be at Landlord’s expense. Existing insulation batts on lay-in ceilings are not acceptable to include toward overall energy calculations.  |
| 11. Exterior doors are to be, fully functional with push bar or lever hardware and locksets. Aluminum and glass doors are acceptable provided that they are fully functional with push bar or lever hardware and locksets. Exterior doors are to have closers as well as full weather-stripping and aluminum threshold. Doors are to open in the direction of egress.  |
| 12. Ceiling tile and grid are to be in place through at least 90% of the space. Ceiling tile and grid is to be 2’x4’ or 2’x2’ set in standard 15”/16” grid. Existing ceiling tiles are to be free of breakage, chips, marks and water marks. All ceiling tile shall be lay-in acoustic tile. Ceiling grid is to be complete. Replace any damaged or missing pieces. Any work to complete ceilings, repair grid or replace tiles is to be at Landlord cost.  |
| 13. Domestic water and sanitary lines are to be in place for tie-in by the Tenant. |
| 14. The floor slab is to be level to within 1”/12 ft. and in adequate condition for specified flooring installation with minimal leveling or floor preparation.  |
| 15. All exterior windows are to have fully functional and damage-free window blinds in place. Any damage or missing blinds are to be replaced to match existing.  |
| **Demolition** |
| 1. Provide demolition to the extent required to achieve new layout as shown. General Contractor is responsible for the proper protection of all existing items to remain. The General Contractor is to repair and/or replace any damage to existing items to remain or to surrounding areas as required.  |
| 2. General Contractor to remove and cap all utilities to site source. Remove all abandoned cables, wires and pipes in ceiling plenum to their source. Remove all abandoned telephone equipment. Remove any speakers, visual aid fixtures and control devices unless otherwise indicated or located on building core. Any removal of such equipment shall be done in such a way as to allow the operations of adjacent floors or Tenants to continue without interruption of services. |
| 4. Demolition work that creates disturbing noise must be coordinated and scheduled with the Building Owner/Management and performed during off-hours as required. Any overtime costs for these items are to be borne by the General Contractor. |
| 5. General Contractor to remove all abandoned tel/data and electrical devices in partitions to remain that are not shown for reuse on the drawings. Patch and repair partition surfaces as required so that no visible aspects of the device remain. |
| 6. General Contractor is to raise and protect blinds as required during demolition and new construction. All blinds are to be cleaned at the conclusion of the work. |
| **Construction/Partitions** |
| 1. Partitions to be 3 5/8” metal studs with ½ or 5/8” GWB each side. Metal studs to be a minimum of 22 gauge, and spaces 16” o.c. Standard partitions are to be to the underside of ceiling u.n.o. |
| 2. All existing partitions to remain are to be restored to finished condition as required to receive new finishes. Remove all unused wall-mounted items, protrusions or equipment. |
| 3. The following spaces are to have full height partitions to deck with sound attenuation batts: Conference Rooms, Restrooms. If the structure is greater than 15 ft., it is acceptable to extend partitions to 12” above ceiling and apply sound batts above ceiling for 2 ft. on either side of the partition |
| 4. General Contractor to provide fire-retardant wood blocking or metal angles within partitions where all cabinets, counters, millwork and wall-mounted televisions are to be mounted.  |
| 5. Provide fire-rated partitions to meet UL-U419 at the following spaces: All conference/training or assembly rooms over 750 s.f., all tenant demising partitions as required by code. |
| 6. Within buildings with no sprinkler system, all file rooms and storage rooms over 100 s.f. are to be 1-hour fire rated. If the building has a sprinkler system, the partitions are to meet all requirements of a full height smoke partition.  |
| 7. If so indicated on the drawings, provide folding partition system, Panelfold “Moduflex” Model 420 with an STC rating of 50 or greater or similar product approved equal in quality and performance. General Contractor to provide all structural bracing and reinforcement necessary for a complete and functional installation. Panel finish to be vinyl selected from manufacturer’s standard finish selections. |
| 8. The GTA Telecom Room is to have full height partitions to structure above (not rated). Provide panels of 4’x8’ fire-rated plywood continuous along two sides of the room, painted to match adjacent partitions. Provide two (2) 4” metal sleeves in partitions above adjacent ceiling height for running low voltage cabling.  |
| 9. Columns within the space are to be fully enclosed in GWB to a depth that allows the installation of outlets or Tel/Data devices. Provide fire-rated enclosure where required by code.  |
| 10. Where a partition abuts a window mullion, provide continuous compressive filler tape between end studs and mullion with silicone caulk on either side of partition. GWB is to be fully finished with casing beads. |
| **Lighting/Ceilings** |
| 1. Provide at a minimum 2’ x 4’ three-lamp 18-cell parabolic fluorescent fixtures as required to provide 50 foot-candles of lighting at the desktop (approximately one fixture per 80 s.f.). At enclosed rooms or offices less than 160 ft., assume two fixtures. The use of T-5, LED or other energy conserving fixtures is encouraged.  |
| 2. Provide motion-sensor light switches at all offices and enclosed rooms. Replace existing switches as required. |
| 3. Existing lighting that meets minimum standards may be reused to the fullest extent possible and must be in good serviceable condition. Replace any damaged or dented lenses. Replace any defective ballasts as necessary. T-12 ballasts are not acceptable and must be replaced with T-8 at Landlord cost.  |
| 4. Provide building standard exit signs throughout. Reuse existing if serviceable and meet code. |
| 5. Rework existing ceiling tile and grid as required by demotion and new construction. Ceiling tile to match existing within the space. See Note # 12 under “Base Building Requirements” for additional information.  |
| 6. At Training Rooms, double-ballast fluorescent fixtures so that inboard and outboard lamps are switched separately. Switch row of fixtures at the front of the room separate from the balance of the fixtures. |
| 7. Each Office, Conference Room, Storage Room and similar enclosed spaces are to be individually switched. General open area lighting is to be on banks of relay switch, 3-way controlled at the front and back doors. |
| 8. For the GTA Telecom Room, drop ceiling, if any, should be removed leaving area open to structure above. Structure above, including any finished ceiling should be painted. Chain mount 2x4 3-lamp 18-cell parabolic fixtures within the room.  |
| 9. Provide emergency lighting as required to meet code. Connect fixtures to building’s emergency circuit if available or provide alternative battery pack fixtures. |
| 10. At new Restrooms, provide wall-mounted light fixtures over mirrors, allowance $350.00/fixture.  |
| 11. At the end of the job, all lamps within fixtures are to be fully functional and of the same color temperature. Replace all lamps not meeting this criteria as required. |
| 12. Provide one (1) Da-Lite “Boardroom Electrol” electric projection screen (or approved equal in quality and function) to be located in the Training Room or Large Conference Room. Cut and modify ceiling grid as required. |
| 13. Restore ceiling grid to “like-new” condition including removing all marks or damage. Repaint existing grid if discolored with age. Fill and paint any screw holes. |
| 14. Reuse existing ceiling tile to the fullest extent possible. Replace all damaged or discolored tiles with new to match existing as required. The mixing of old and new tiles within one space is not acceptable |
| 15. Existing grid is to be straightened and leveled as required. Replace any damaged or discolored members. |
| **Electrical/Tel/Data** |
| 1. At Private Offices, provide three (3) duplex outlets and two (2) tel/data receptacles with junction box and 1” rigid conduit and pull string for tel/data.  |
| 2. At each Conference Room, provide three (3) duplex outlets and one junction box with conduit and pull string for tele/data. Provide wall-mounted duplex outlet and data backbox for Tenant’s wall-mounted flat screen television. |
| 3. At the large Conference Room, provide one (1) flush floor power/tele/data unit, Wiremold “RC” Series Assembled Unit #RC7ATCBK (black flange & slide covers) for tile or carpeted floors. At slab on grade conditions, provide the equivalent unit. Cut and restore slab as required for installation. |
| 4. At each Conference Room with an electric projection screen, provide power and tel/data box above ceiling for tenant provided ceiling mounted projector.  |
| 5. At Training Rooms, provide one (1) quad outlet and one (1) tele/data outlet at the end of each run of training tables shown on plan. At the front of the room, provide two (2) additional duplex outlets and two (2) tel/data outlets. Provide duplex outlet along with backbox, conduit and pull string for agency’s wall-mounted television. Provide fire-retardant blocking within partition for mounting television.  |
| 6. Provide wall mounted power feed and one junction box with 1” rigid conduit and pull string for every workstation cluster that backs up to a partition or column. At “floating” clusters, provide power above ceiling for Tenant’s furniture system power poles. Provide wall or ceiling feed for every six (maximum) workstations. Assume Tenant’s workstation electrical system to be 8 wire, 4-circuit. The General Contractor is responsible for hard wired connection of all power poles. |
| 7. All low-voltage cabling will be provided and installed by Tenant’s vendor. General Contractor to coordinate with Tenant’s vendor for scheduling and appropriate access to the space as required.  |
| 8. At the GTA Telecom Room, provide the following:Two (2) dedicated 20 amp receptacle with NEMA twist lock from structure above to feed racks.Two (2) dedicated quad outlets.One (1) dedicated duplex outlet (for Security Panel).Three (3) common duplex outlets.Main Grounding Busbar, 12”x4”x1/4”, plated copper. |
| 9. At each tel/data receptacle, General Contractor to provide backbox within partition with 1” rigid conduit to above finished ceiling with pull string. Replace any existing devices to remain that do not meet these requirements.  |
| 10. At Receptionist windows, provide one quad outlet and one tel/data outlet for each window show. Provide one additional duplex outlet and tel/data outlet within the space. Provide a release button from the Customer Service windows to the secured door from waiting to office areas. See Doors and Hardware for additional information. |
| 11. All file rooms are to have one duplex outlet and one tel/data outlet for every 200 s.f. of space.  |
| 12. Where vending machines are indicated, provide dedicated duplex outlets. |
| 13. All restrooms are to have one GFI duplex outlet located at sinks at 44” a.f.f. Provide one additional duplex outlet in multi-fixture restrooms.  |
| 14. Provide general area convenience outlets every 40 ft. minimum. |
| 15. All copiers are to receive one dedicated duplex outlet and one junction box with conduit and pull string. Provide quad receptacles every 4’ o.c. minimum above all counters. |
| 16. At the Breakroom, provide dedicated outlets for all specified appliances. Provide dedicated outlet(s) for quantity of microwave ovens. Provide a minimum of two quad outlets above the counter and a minimum of one additional convenience duplex within the room. Provide wall mounted outlet and data backbox for Tenant’s flat-screen television.  |
| 17. At Waiting, provide two (2) duplex outlets and tel/data outlets and one wall-mounted outlet and data backbox for Tenant’s flat screen television.  |
| 18. Outlets are to be mounted above the millwork in Copy Rooms and Breakrooms. |
| 19. Provide 2” conduit from building demark to GTA Telecom Room. Conduit to be grounded to a # 6 ground bar  |
| 20. Where systems furniture is shown, the General Contractor is responsible for hard wired connection of all base feeds and power poles. Once the panels are installed, the electrician is to return and cut the base feed whips to a reasonable length. All work associated with this is to be included in pricing. |
| 21. Provide a price for a new electrical panel board within the tenant’s space if sufficient circuits do not exist in the existing panel with spares for the specified electrical load. |
| 22. All outlets and light switches are to be grey with stainless steel cover plates (If not in conflict with building standards).  |
| 23. Existing outlets may remain if not in conflict with other items. If existing outlets do not match state standards, replace as necessary. Provide blank plates for any existing abandoned tele/data locations that do not have plates. |
| 24. Verify that all existing power outlets to remain are fully functional and repair if necessary. |
| **NOTE: See Supplemental Tenant Specifications for additional information.** |
| **HVAC** |
| 1. Existing HVAC units to be reused to the fullest extent possible is less than 5 years old. If existing units are older, provide documentation of an ongoing maintenance contract.  |
| 2. HVAC is to be sufficient to heat/and cool the space per ASHRAE standards and provide a minimum of 1-ton of capacity per 300 s.f. of Tenant area.  |
| 3. Provide adequate thermostatically controlled zones for every 1,000-2,000 s.f. of space with proper separation of interior and exterior zones.  |
| 4. Provide separate HVAC zones for each Training Room and Conference Rooms that seat 10 or more people.  |
| 5. General Contractor to provide a complete and functional rework of the existing HVAC installation including new branch ductwork, and/or additional PIU’s/PLU’s as required.  |
| 6. Provide a complete Test and Balance report of the HVAC system at the end of the job. |
| 7. At the GTA Telecom Room, provide a separate 1-1 ½” ton unit for 24-hour cooling.  |
| 8. Provide an automatic exhaust system vented to the outside at all restrooms. |
| 9. Provide lockable covers on all thermostats.  |
| 10. Replace all thermostats greater than 5-years old with new. |
| 11. Provide ‘Z” boots at all return duct penetrations of full height acoustical partitions. |
| 12. All existing supply and return vents to be reused are to be thoroughly cleaned or replaced with new if discolored in relation to ceiling tile and grid.  |
| **Fire Protection** |
| 1. Where sprinkler systems are in place or required, relocate, turn down, or provide new sprinkler heads throughout as required to accommodate new layout. Sprinkler heads are to be located in the center of tiles. Sprinkler shop drawings are required for submission to the State Fire Marshal’s office for approval. |
| 2. Where a fire alarm system is required, the panel is to be in place as a part of the base building. Provide fire alarms and strobes throughout the space as required to meet code.  |
| 3. Provide fire dampers as required at penetrations in fire rated partitions. Firestop all other penetrations in fire rated partitions as required to maintain rating of wall. |
| 4. Provide a complete and functional emergency system including exit signs, smoke detectors and emergency lighting fixtures as required to meet all State and Local codes. |
| 5. Provide accredited, 10 lb fire extinguishers in semi-recessed cabinets, not more than 75’ apart in all open and corridor areas. |
| **Plumbing/Appliances** |
| 1. At the Breakroom, provide stainless steel ADA accessible single bowl sink and “Danze Amalfi” #D454530, Single handle, pull-down faucet. |
| 2. Include in pricing a new water heater(s) unless it is confirmed that an existing water heater is present, less than 5 years old and in proper working condition. |
| 3. General Contractor is responsible for ensuring that adequate power is provide, as well as water and drains, where applicable if appliances are required by the Tenant. |
| 4. The General Contractor is responsible for coordinating appliances with millwork and ensuring that adequate clearances are provided.  |
| 5. Provide an ADA compliant, dual-height water cooler within the Tenant space, not less than 1 per 100 occupants or as required by code. |
| 6. Provide a Janitor Sink and Faucet where indicated on the plans.  |
| 7. Provide water line and hook ups to refrigerator, tenant’s coffee maker and dishwasher.Provide cut-off valves to all water lines.  |
| 8. At multi-fixture restrooms, provide floor drains at each restroom.  |
| 9. See Restroom/Fixture/Accessories for additional information. |
| 10. Restrooms are to have floor drains wherever possible. |
| **Millwork** |
| 1. At the Break room, provide plastic laminate clad upper cabinets with doors and two adjustable shelves and base cabinets with doors and one adjustable shelf, extent as shown. Provide one bank of drawers 24” width at base cabinet area. Interior to be melamine. |
| 2. The Breakroom is to have a fully ADA accessible sink area, 34” high x 36” minimum wide. Cabinet to be open to the floor below with doors with applied toe-kick. Provide insulation on p-trap below. |
| 3. At new multi-fixture restrooms, provide plastic laminate lavatory counter with set-in sinks. Vanity to have removable plastic laminate panel to shield drains. Lavatory counters to be fully handicap accessible and in compliance with all ADA clearances. See Restroom Fixtures/Accessories for additional information. |
| 4. At Copy/Fax Rooms provide plastic laminate clad base cabinets and upper cabinets with doors and one adjustable shelf, extent as shown. Interior to be melamine. |
| 5. Where millwork is existing to remain, units are to be thoroughly cleaned. All missing or malfunctioning hardware is to be replaces. Level and realign all doors and drawer fronts. Repair/reattach any existing millwork with delaminating surfaces.  |
|

|  |
| --- |
| **NOTE: See Supplemental Tenant Specifications for additional information.** |

 |
| **Doors and Hardware** |
| 1. All doors are to be a minimum of 3’-0” wide x 7’-0” high and of solid core construction. Doors may be stained or clear veneer finish. Paint grade doors will also be acceptable.  |
| 2. Existing doors within the space may be reused if meeting minimum standards. Doors are to be touched-up as required to achieve “best possible” appearance.  |
| 3. Doors are to be set in hollow metal frames. Frames can be welded or knock-down.  |
| 4. Provide ADA compliant lever hardware throughout. Hardware to meet a minimum standard of ANSI Grade II, light commercial. Existing hardware may be reused if in proper working order.  |
| 5. Finish of door hardware to be US 26D, Satin Chrome or to match existing if reused from within the space. |
| 6. Provide 20-minute rated doors and hardware at all doors in 1-hour rated partitions or as required by code. Provide non-rated doors with closers at all smoke partitions and GTA Telecom Room.  |
| 7. Provide locks at the following spaces: GTA Telecom Room, storage rooms, file rooms, private offices. At single person toilets, provide “privacy function” lockset on doors.  |
| 8. At Breakroom and Multi-Fixture toilets, provide Push/Pull sets and closer on doors.  |
| 9. If the main entry door is exterior, provide ADA power assist opening unit with activation buttons on the inside and outside of the space. Button to have ADA compliant signage and international handicap accessibility symbol. |
| 10. The tenant’s vendor will install the security system. The General Contractor is to provide all infrastructure as required. This shall include a backbox with pull string for card reader and power above ceiling as required. At single doors, General Contractor to provide the electric strike within the door frame for connection by the Tenant’s security vendor. At double doors, the security vendor will provide mag locks. All doors with card readers are to be connected to the building’s fire alarm system to release in the event of an alarm. See plan for card reader locations and quantity.  |
| **Finishes** |
| 1. Unless noted otherwise, provide direct-glue carpet installation with no pad throughout the space. Provide floor prep and/or leveling as required. Carpet to be commercial grade, level loop, 26 ounce carpet. Carpet shall have permanent stain resistant properties that cannot be removed by commercial cleanings or abrasive wear. See Note 14 under “Base Building Requirements”.  |
| 2. Provide continuous roll 4” high rubber base with pre-formed corners throughout. Provide straight base at carpet and coved base at VCT |
| 3. At the Breakroom and Reception Area, provide VCT flooring, Armstrong “Excelon” or approved of equal quality. Tile is to be thoroughly cleaned and waxed at the completion of the job. Provide for a patterned installation of up to three colors of tile.  |
| 4. At the GTA Telecom Room, provide static dissipative tile, Armstrong SDT 12”x12” tile, one color. Tile to be installed and have finish coat per manufacturer’s printed instructions.  |
| 5. Restrooms are to have 12”x24” porcelain tile flooring with corresponding coved tile base. Provide full-width marble thresholds at restrooms.  |
| 6. Provide one coat of primer and two coats (minimum) of finish paint. Paint finish to be Flat in general areas and eggshell in the Breakroom, Restrooms and Janitor Closet. |
| 7. Provide FRP Panels at Janitor Sink, 4 ft. high, on all sides surrounding sink. |
| 8. All door frames are to be painted semi-gloss. |
| 9. Provide allowance for use of up to 1 accent paints on 20% of the partitions. |
| 10. Provide allowance for appropriate transition strips for flooring material changes between dissimilar flooring materials. |
| 11. At File Rooms and Storage Rooms, provide VCT flooring, single color, Armstrong “Excelon” or approved of equal quality. Tile is to be thoroughly cleaned and waxed at the completion of the job.  |
| **Restroom Accessories/Fixtures** |
| **1. NOTE: At existing restroom and toilets to remain are to be fully ADA compliant to current standards. If not, they are to be reworked as required and/or accessories installed to meet ADA standards.**  |
| **2. NOTE: At existing restrooms and toilets to remain, all toilet partitions are to be in “like-new conditions”, free of marks, chips or occlusions. All hardware is to be in fully functional order and not lose or misaligned. Replace toilet partition with new if required.** |
| **3. NOTE: The following are intended as a guideline for intent and quality. Alternate items will be considered for use if of equal or superior quality.**  |
| 4. Floor-Mounted Toilet: American Standard “Cadet FlowWise” Elongated Bowl Pressure Assisted 1.1 GPF” unit with open front seat and lid. Provide handicap height model where indicated.  |
| 5. Countertop Sink, American Standard “Cadet Everclean” with faucet holes on 4” centers and American Standard “Seva” faucet assembly with single lever and pop-up drain. See Millwork Notes for lavatory countertop. Provide Lavatory Soap dispenser, Bobrick # 82216 with 6” spout. |
| 6. Wall Hung Lavatory: American Standard “Lucerne” with faucet holes on 4” centers and 7. American Standard “Princeton“ faucet assembly with lever handles and Pop-up drain. |
| 7. Handicap Grab Bars: Bobrick B-5806 Series, 36” and 42” at handicap toilet. |
| 8. Recessed Paper Towel/Trash Unit: Bobrick # B-3942 |
| 9. Mirror: Bobrick B-165 Stainless Steel Frame Mirror, 24” x 36” |
| 10. Surface-Mounted Toilet Seat Cover Dispenser: Bobrick #B-4221 at each toilet |
| 11. Surface-Mounted Toilet Tissue Dispenser: Bobrick # B-4288 |
| 12. Surface-Mounted Sanitary Napkin Disposal: Bobrick # B-254 |
| 13. Recessed Sanitary Napkin Dispenser: Bobrick # B-282 |
| 14. Toilet Partitions: Bobrick # 1042 Designer Series, Overhead braced, floor mounted Plastic Laminate Clad Toilet Partitions. Provide standard "Commercial" Type 18-S Hardware. Provide slide latch and coat hood on each stall door. |

**EXHIBIT H: DOR – Office Requirements**

1. **DOR Vendor/Visitor Requirements**
	1. Any landlord janitorial staff, maintenance staff or contractors that are not escorted by DOR security must pass DOR approved fingerprinting and background check at landlord’s expense prior to access to any DOR space.
	2. Some contractors or staff that are only on site for a short period of time are escorted while in the building by DOR security.
2. **Security Requirements/Details**
3. Tenant requires security in its lobby consisting of controlled access to all areas occupied by DOR and must control access to lobby entrance and customer service area.
4. DOR must control access to all DOR spaces including elevators to DOR spaces.
5. DOR will provide staff / contractor to perform the security for DOR space.
6. DOR must be allowed to install cameras in all DOR spaces, in common area(s)/entrance(s), and parking lot.
7. DOR must control access and security of the dock area for receiving purchases and mail.
8. All spaces within building / elevator bank / DOR control to be occupied by DOR exclusively.
9. **Lobby Security:**
	1. DOR requires a lobby screening area approximately 1,000 – 1,500 SF for security check-in.
	2. Security equipment for the lobby screening area:
		1. X-ray machine (Spectrum 6040 VMI – approximately 3ft wide and 13ft long for scanning bags, etc.)
		2. 6ft long table to hold the bins for placing items into for scanning
		3. Metal Detector (Garrett PD6500i) to walk through in an effort to scan for weapons, etc.
		4. Security guard desk/station

**4. Cooled Area (24/7 – 365 days per year)**:

1. Alcohol storage room
2. Server room – Tenant shall provide a supplemental unit for server room.

**5. Sound Proofing:**

1. Sound proofing needed in certain executive / sensitive information areas
2. Sound proofing needed from adjacent tenants

**EXHIBIT I**

**Delineated Area**

**I-85 corridor:**

* North of GA 400/I-85 intersection
* Up to Pleasantdale Road
* Off of I-85 and within 3 miles access of I-85
* Preferably located in Atlanta, GA (DeKalb County)