

The University of Tennessee

REQUEST FOR QUALIFICATIONS:

Commercial Real Estate Brokerage Services
for

Washington, DC

RFQ Transaction No. 25-08-003

December 3, 2025

RFQ COORDINATOR:

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CONTENTS:

1.0 STANDARD DOCUMENTS

- 1.1 INTRODUCTION
- 1.2 RFQ COMMUNICATIONS
- 1.3 PROJECT REVIEW CONFERENCE AND PROPOSER
COMMENTS
- 1.4 QUALIFICATION STATEMENT REQUIREMENTS
- 1.5 CONTRACT REQUIREMENTS
- 1.6 PRO FORMA TASK ORDER AGREEMENT
- 1.7 EVALUATION GUIDE

2.0 PROJECT SPECIFIC DOCUMENTS

- 2.1 SCHEDULE OF EVENTS
- 2.2 QUALIFICATIONS STATEMENT
- 2.3 PROJECT REQUIREMENTS AND DOCUMENTATION

1.0 STANDARD DOCUMENTS

1.1 INTRODUCTION

A. Purpose

As identified on the cover page, the University of Tennessee ("University") has issued this Request for Qualifications (RFQ) for commercial real estate brokerage services. The RFQ defines service requirements; solicits proposals; details proposal requirements; and outlines the process for evaluating proposals and selecting and contracting with a consultant ("Consultant") for commercial real estate brokerage services. The University intends to contract with the highest evaluated Consultant whose proposal conforms to the RFQ. The University may, at its discretion, change or add to the scope of any agreement resulting from this RFQ. Any scope added to the aforementioned agreement will be performed by the Consultant at the rates provided in response to this RFQ.

Other University departments, agencies with the State of Tennessee and other Tennessee public universities may also purchase goods and/or services from this award, if the winning respondent is agreeable. It should be noted that these entities are not required to use this agreement. If any of them elect to participate under the terms and conditions of this resulting award, the University of Tennessee reserves the right to re-negotiate favorable incentive with the successful consultant that are reflective of the additional volume. Note: The offer to extend the award to these other entities is at the discretion of the awarded respondent and they should not be extended if it would affect your ability to offer the most favorable terms to the University.

The University reserves the right to award this solicitation to more than one respondent. The University retains sole discretion over this decision.

The University seeks a commercial real estate brokerage firm which would assist in providing commercial real estate brokerage services to the University in Washington, DC. Space requirements are detailed in RFQ Section 2.3, II, B and are summarized as six (6) offices, reception area, kitchen space, conference and storage rooms, and premium building amenities. The University seeks a firm with office leasing experience particularly as it relates to college and university clients including the ability to:

- Provide insights into the local market and available inventory;
- Aid the University in finding suitable office space consistent with the space needs identified in this RFQ; and
- Assist in negotiations with landlords/property owners to ensure the University receives the most favorable terms.

The successful Consultant(s) will provide guidance to the University in understanding the most advantageous arrangements for the long-term success of an office lease for the University specific to the space needs identified within this RFQ. The Consultant(s) must provide demonstrated capability and experience in assisting tenants to find suitable space in the Washington, DC area, completing in-depth financial and risk analysis based on a thorough knowledge of the local market, and experience in lease negotiations to provide the University with the

most favorable lease terms. The Consultant(s) will relate the decision points that will be required by the University through the process to industry best practices and successful approaches that may be applied from other institutions and the Consultant's experience.

B. Scope of Services

1. The Consultant's services shall consist of providing leasing brokerage services for the Project described in RFQ Section 2.3, Project Requirements and Documentation.
2. Work will include research, analysis, evaluation, advisement and recommendations in the following areas –
 - (1) strategic planning within the context of the space needs of the University
 - (2) marketing and outreach to potential landlords/property owners
 - (3) market analysis
 - (4) lease negotiations

C. Nondiscriminatory Participation

1. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State of Tennessee or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State of Tennessee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
2. Upon request the University will provide the University's designated contact to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

1.2 RFQ COMMUNICATIONS

A. Notice of Intent to Propose

1. Potential proposers shall submit a Request for RFQ Communications by email to the RFQ Coordinator. The notice should include the following.
 - Proposer's organization name
 - Name and title of a contact person
 - Contact person's telephone number and email address
2. The University will convey all official communications and addenda to such proposers.

3. The Request for RFQ Communications must be submitted no later than the date detailed in RFQ Section 2.1, Schedule of Events.
 4. Such notice creates no obligation and is not a prerequisite for making a proposal.
- B. RFQ Addenda and Cancellation
1. The University reserves the right to issue addenda to this RFQ in writing up to five days prior to the Proposal Deadline.
 2. The University reserves the right, at its sole discretion, to cancel and reissue this RFQ or to cancel this RFQ in its entirety.
- C. Additional Communications Processes
1. Unauthorized contact regarding this RFQ with employees or officials of the University or of the State of Tennessee other than the RFQ Coordinator may result in disqualification.
 2. Interested parties and potential proposers must direct all communications regarding this RFQ to the RFQ Coordinator who is the University's official point of contact for this RFQ.
 3. The Transaction Number for the Project shown on the cover must be referenced in all communications regarding the RFQ.
 4. Oral communications shall be considered unofficial and non-binding with regard to this RFQ.
 5. Each proposer shall assume the risk of the method of dispatching a communication or proposal to the University. The University assumes no responsibility for delays or delivery failures resulting from the method of dispatch. "Postmarking" of a communication or proposal shall not substitute for actual receipt of a communication or proposal by the University.
 6. Only the University's official written responses and communications shall be considered binding with regard to this RFQ.
 7. The University reserves the right to determine, at its sole discretion, the method of conveying official written responses and communications pursuant to this RFQ such as by letter, by email, or by website posting.

1.3 PROPOSER COMMENTS

- A. Proposer Comments and Waiver of Objections
1. Each proposer shall carefully review this RFQ and all attachments for comments, questions, defects, objections, or other matters requiring clarification or correction, collectively called Comments. Comments must be made in writing and received by the RFQ Coordinator no later than the Comments Deadline detailed in the RFQ Section 2.1, Schedule of Events.
 2. A proposer's protests based on objections concerning the RFQ shall be considered waived and invalid if Comments relevant to the objections have not been brought to the attention of the RFQ Coordinator, in writing, by the Comments Deadline detailed in RFQ Section 2.1, Schedule of Events.

3. The University reserves the right to determine, at its sole discretion, the appropriate and adequate responses to Comments. The University's official responses to Comments pursuant to this RFQ shall be issued as an addendum to this RFQ.

1.4 PROPOSAL REQUIREMENTS

A. Proposal Deadline and Location

1. Section 2.1, Schedule of Events, details the requirements for the location and the deadline time and date for submitting a proposal. A late proposal or a proposal not submitted to the designated location will not be accepted.
2. The proposal deadline time shall be established by the timetable of the University.

B. Proposal Contents

1. A proposal must respond to the description of Consultant scope of services, contract requirements, and proposal requirements described in this written RFQ and RFQ attachments, exhibits, or addenda.
2. No portion of a proposal may be delivered orally or by means of electronic transmission.
3. A proposal in response to this RFQ shall consist of a Qualifications Statement as described herein and RFQ Section 2.2.

Each proposer must submit their Qualifications Statement in a single digital file copy in a searchable PDF format via TEAMS Portal. The digital file should not exceed 20 MB nor be password protected, and should be named using the following format: "<Proposer Name> Leasing Brokerage Services <Transaction Number>".

Proposers who intend to submit a qualification should contact the RFQ Coordinator no later than the time specified above to receive instructions on uploading submission to assigned portal. The subject line of the email should be clearly marked as follows:

Qualifications Statement for UT Brokerage Services – Washington DC

In the body of the email please include the following:

Submitted By: <<Brokerage Firm Name>>

Contact: <<Contact Person Name, Address, Telephone Number, email address>>

C. Qualification Statement Requirements

1. No pricing information shall be included in the Qualification Statement. Inclusion in the Qualification Statement of a direct or implied revelation of cost information shall make the proposal non-responsive and the University will reject it.
2. Each proposer must use RFQ Section 2.2 to guide organization of the Qualification Statement. Each proposer shall duplicate RFQ Section 2.2 for use as the Table of Contents for the Qualification Statement by adding

proposal page numbers and the proposer's name as indicated. The proposer must address all items for all sections and provide, in sequence, the required information and documentation with the associated item references.

3. The Qualification Statement must be economically prepared, with emphasis on completeness and clarity of content, typewritten, brief, and to the point in a direct response to the information requested for each item. All material must be on standard 8 1/2" x 11" (landscape or portrait) with exceptions permitted charts, spreadsheets, and appendices. Binding covers, a one-page transmittal letter, and table of content pages may be provided in addition to the maximum of 50 pages. All pages must be numbered. Hyperlinks and QR Codes should not be included in any proposal. All pertinent information should be clearly and concisely documented within 50 pages allowed. Follow the information structure provided herein with clear identification of each information section.
4. All information included in a Qualification Statement shall be relevant to a specific requirement detailed in RFQ Section 2.2. All information must be incorporated into a response to a specific requirement and clearly referenced. Information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

D. Proposal Prohibitions and Right of Rejection

1. Each proposal must comply with all of the terms and requirements of this RFQ and all applicable State and District laws and regulations. The University reserves the right, at its sole discretion, to consider non-responsive and reject a proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.
2. A proposal of alternate services (i.e., a proposal that offers services different from those requested by this RFQ) may be considered non-responsive and rejected.
3. A proposer shall not restrict the rights of the University or otherwise qualify a proposal. The University may determine such a proposal to be a non-responsive counteroffer and reject the proposal.
4. A proposer shall not submit the proposer's own contract terms and conditions in a response to this RFQ. If a proposal contains such terms and conditions, the University may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
5. A proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the proposer.
6. A proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a proposer submitting one proposal as a Consultant and permitting a second proposer to submit another proposal with the first proposer offered as a sub-consultant. This restriction does not prohibit different proposers from offering the same sub-consultant as a part of their proposals, provided that the subconsultant does not also submit a proposal as a Consultant. Submitting multiple proposals in different forms may result in the disqualification of all proposers knowingly involved.

7. The University will reject a proposal if the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to a matter relating to such prices with another proposer. Regardless of the time of detection, the University shall consider the foregoing prohibited actions that are detected to be grounds for proposal rejection or contract termination.
8. The University reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.
9. The University will not contract with or consider a proposal from:
 - a. an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
 - b. a company, corporation, or other contracting entity in which an ownership of two percent or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than two percent of the total outstanding amount of the stocks or bonds of the issuing entity);
 - c. a company, corporation, or other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of a person; or,
 - d. an individual, company, or other entity involved in assisting the University in the development, formulation, or drafting of this RFQ or its scope of services shall be considered to have been given information that would afford an unfair advantage over other proposers, and such individual, company, or other entity may not submit a proposal in response to this RFQ.
 - e. for the purposes of applying the requirements herein, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

E. Waiver of Variances

The University reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFQ. If the University waives minor variances in a proposal, such waiver shall not modify the RFQ requirements or excuse the proposer from full compliance with such. Notwithstanding a minor variance, the University may hold a proposer to strict compliance with this RFQ.

F. Proposal Withdrawal

A proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in RFQ Section 2.1, Schedule of Events. To do so, a proposer must submit a written request, signed by a proposer's authorized representative to withdraw a proposal. After withdrawing a

previously submitted proposal, a proposer may submit another proposal at any time up to the Proposal Deadline.

G. Proposal Errors and Amendments

Each proposer is liable for all proposal errors or omissions. A proposer may not alter or amend proposal documents after the Proposal Deadline time and date detailed in RFQ Section 2.1, Schedule of Events, unless such is requested in writing and approved by the University.

H. Proposal Preparation Costs

The University will not pay costs associated with the preparation, submittal, presentation, or contracting of a proposal.

I. Disclosure of Proposal Contents

1. Each proposal and all materials submitted to the University in response to this RFQ shall become the property of the University. Selection or rejection of a proposal does not affect this right. All proposal information shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, immediately after Qualification Statement are opened by the University.
2. By submitting a proposal, the proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection in accordance with Tennessee Code Annotated (TCA), § 10-7-504(a)(7).

J. Licensure and Qualifications

1. A proposer must hold all necessary, applicable business and professional licenses as may be required for specific services. The University may require a proposer to submit evidence of proper licensure.
2. The proposer and its subconsultants shall not knowingly utilize the services of an illegal immigrant in the performance of the Work and shall not knowingly utilize the services of a subconsultant or sub-subconsultant who utilizes the services of an illegal immigrant in the performance of the Work.
3. In compliance with the Iran Divestment Act proposals submitted shall not include a consultant or subconsultant on the list created pursuant to TCA § 12-12-106.
4. Pursuant to Tenn. Code Ann. § 12-4-119, Consultant certifies that it is not currently engaged in, and will not for the duration of the Contract, engage in a boycott of Israel, as defined by Tenn. Code Ann. § 12-4-119(a)(1).

K. Proposals by Joint Ventures

1. A form of joint venture business arrangement may be proposed for this Project. However, the University prefers that a single firm serve as the Project leader and administrative manager supported by business partners and consultants that serve under the management of that single firm. If a Proposer intends to submit a Proposal as a joint venture, then the following requirements shall apply:
 - i. For the purposes of this RFQ, the University recognizes a joint venture as separate organizations or business entities that

intend to combine professional or technical expertise and business experience, and to share contractual and Project responsibilities in performance of a contract pursuant to this RFQ.

- ii. Each joint venture participant shall meet the licensure and insurance requirements stated in the RFQ.

2. A subconsultant to a Proposer is not a joint venture participant.

L. Severability

If a provision of this RFQ is declared by a court to be illegal or in conflict with a law, said decision shall not affect the validity of the remaining RFQ terms and provisions, and the rights and obligations of the University and proposers shall be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

M. Material Changes in Performance Capabilities Prior to Award

Material changes are defined as changes in the operations, management or performance capabilities of the proposer that may impact performance of the contract requirements. If there are material changes after the submission of the proposal, but prior to award of the contract, the proposer shall immediately notify the University of the details of such changes. The University reserves the right to disqualify the proposer for a material change.

N. Audited Statements

The University reserves the right to request CPA audited or reviewed financial statements prepared in accordance with generally accepted accounting principles. If the requested documents do not support the financial stability of the proposer the University reserves the right to reject the proposal.

1.5 CONTRACT REQUIREMENTS

A. Assignment and Subcontracting

1. The Proposer awarded a contract pursuant to this RFQ shall not transfer or assign a portion of the contract without the University's prior, written approval.
2. A subconsultant may only be substituted for a proposed subconsultant at the discretion of the University and with the University's prior, written approval.
3. At its sole discretion, the University reserves the right to refuse approval of a subconsultant, transfer, or assignment.
4. Notwithstanding the use of subconsultants, the successful Proposer awarded a contract under this RFQ, shall be the prime consultant and shall be responsible for all work performed.

B. Right to Refuse Personnel

At its sole discretion, the University reserves the right to refuse personnel of the Consultant or a Subconsultant for use in the performance of a contract pursuant to this RFQ.

C. Insurance

- a. Before entering into a contract, the University will require the apparent successful Respondent to provide a Certificate of Insurance in accordance with RFQ Pro Forma Agreement. Failure to provide such insurance certificate is a material breach and grounds for termination of contract negotiations.

D. Contract Award

1. The RFQ Coordinator will forward the evaluation results to the responsible University official, who will consider the results and all pertinent information available to make a recommendation of contract award. The University reserves the right to make an award recommendation without further discussion of a proposal.
2. Prior to approval, the University will issue an Intent to Award Notice to identify the apparent highest evaluated proposal on the date detailed in the RFQ Section 2.1, Schedule of Events. The Intent to Award Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent highest evaluated proposal or another Proposer.
3. The University will make the RFQ files available for public inspection on the date in the RFQ Section 2.1, Schedule of Events.
4. RFQ protest procedures are located in the SBC Policies and Procedures posted on the OSA's website.
5. The University reserves the right, at its sole discretion, to add terms and conditions or to revise pro forma contract requirements in the University's best interests subsequent to this RFQ process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFQ process.
6. The Proposer with the apparent highest evaluated proposal must sign and return the contract drawn by the University pursuant to this RFQ within ten calendar days of receipt of the contract form provided by the University. If the Proposer fails to provide the signed contract within this time period, the University may determine the Proposer non-responsive to the terms of this RFQ and reject the proposal.
7. The RFQ process does not obligate the University and does not create rights, interests, or claims of entitlement in Proposers. Contract award and the University obligations pursuant thereto shall commence only after contract approval of all State officials as required by State laws and regulations and not prior to the Proposer's receipt of a fully signed contract.

E. Contract Payments

All contract payments shall be made in accordance with the contract's provisions for Payment Terms and Conditions as detailed in Section B, Pro Forma Task Order Contract (MC) Between University and Consultant. No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the University be liable for payment associated with the contract or responsible for work done by the Consultant, even work done in good faith and even if the Consultant is orally directed to proceed with the delivery of services, if it occurs before contract approval by the University as required by applicable statutes and rules of the State of

Tennessee or before the contract start date or before the Consultant's receipt of a fully executed contract or after the contract end date specified by the contract.

F. Consultant Performance

The Consultant shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the University. The University may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract.

1.6 PRO FORMA TASK ORDER AGREEMENT

AGREEMENT

between

THE STATE OF TENNESSEE
The University of Tennessee and
(Consultant Name)
Transaction No. 25-08-003

This Agreement, by and between the State of Tennessee, **University of Tennessee**, hereinafter referred to as the UNIVERSITY and **(Consultant Name)**, hereinafter referred to as the CONSULTANT, is for the provision of leasing brokerage, analysis and related services, as further defined in the "SCOPE OF SERVICES", below.

The University and the Consultant, having agreed to the conditions outlined in Articles A through D below; hereby enter into the following Agreement:

A. SCOPE OF SERVICES: Leasing Brokerage Consultant for UT

1. The Consultant shall provide such professional advice and assistance as the State may request regarding the leasing of office space in the Washington, DC area which may include research, analysis, evaluation, advisement, and recommendations related to strategic planning within the context of the space needs of the University, marketing and outreach to potential landlords/property owners, market analysis, and lease negotiations.
2. Any additional real estate related services work to be done by the Consultant shall be approved in writing by the University prior to the start of the work. Each University approved scope of work ("Service") and not to exceed price shall be set forth in writing by the Head of the State Procurement Agency (SPA) or their delegated appointee and referred to herein as a "Task Order". For the purposes of this Agreement, the Consultant's Principal is **(Principal name and title)** and the Head of the SPA is Austin Oakes, Associate Vice President for the Department of Capital Projects.

B. PAYMENT TERMS AND CONDITIONS:

1. For the leasing brokerage services performed under this Agreement, as defined in Section A, the Consultant shall be compensated by means of lease commissions provided for in a separate agreement between the Consultant and the landlord or landlord's broker, as is customary in commercial leasing. Additional real estate related services outside of leasing brokerage may be fee-based, if mutually agreed by consultant and the University or SPA, with compensation based upon the not to exceed amount set forth in the Task Order.

This amount shall be the maximum amount for the work performed and the total compensation due the Consultant for the Service and all of the Consultant's obligations under such Task Order regardless of the difficulty, hours worked, or materials or equipment required. The Task Order price includes, but is not limited to, all applicable taxes, fees, site visitation and investigation, analysis, planning work, cost estimating, and overheads, profit, and all other direct and indirect costs incurred or to be incurred, by the Consultant, except as noted in this Task Order.

2. For any fee-based compensation Task Orders hereunder, the Consultant shall furnish a **monthly** summary sheet of all Task Orders under this Agreement, identifying each project expenditure, and the total expenditures to date for the Services performed under this Agreement. The Consultant's compensation for services is based on a multiple of Direct Personnel Expense (DPE), determined as follows
 - a. Time for all individuals providing services under this Agreement shall be billed at the individual's typical or standard rate, in dollars per hour, calculated as set forth below and not to exceed the hourly rate set forth in the Task Order.
 - b. The typical or standard hourly rate for any employees (not principals or owners) of Consultant shall not exceed a multiple of two and forty-five one hundredths (2.45) times the individual's DPE. The term "Direct Personnel Expense" means the actual cost of the individual to the company, which may not exceed one hundred thirty nine percent (139%) of the individual's base salary. "Direct Personnel Expense" includes the cost of the individual's base salary and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions, and similar benefits.
 - c. The typical or standard hourly rate for any principals and owners of Consultant shall not exceed the greater of (A) a multiple of two and forty-five one hundredths (2.45) times the individual's DPE or (B) the average of the highest typical or standard hourly rate charged by an employee under the employ of said principal or owner for services provided under this Agreement.
3. Invoices to the Consultant for surveys, tests, reports or other outside professional services for work authorized under this Agreement, shall be paid to the Consultant with a fee, where the total payment does not to exceed one and twenty-one hundredths (1.20) times the amount invoiced to the Consultant.
4. The University shall reimburse the Consultant the actual verified cost of reproduction of drawings and specifications, computer services, renderings and models, and special supplies authorized by the State.
5. The Consultant shall not be reimbursed for any traveling or living expenses in

connection with this Agreement, unless approved in writing in advance by the University. If approved, compensation to the Consultant for travel, meals, and/or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the "University of Tennessee Travel Regulations," as they are amended from time to time.

6. Intentionally deleted.
7. The Consultant shall submit all invoices, in a form acceptable to the University with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices will be submitted monthly and shall include any reimbursement for travel expenses as defined under Paragraph 6 of this Section.
8. The Payment of an invoice by the University shall not prejudice the University's right to object to or to question any invoice or matter in relation thereto. Such payment by the University shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein. Consultant's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the University, on the basis of audits conducted in accordance with the terms of this Agreement, not to constitute allowable costs. Any payment shall be reduced for over-payments or increased for under-payments on subsequent invoices.

C. TERM:

1. Term. This Agreement shall be effective for the period commencing on February 16, 2026 and ending on February 15, 2029. The Consultant hereby acknowledges and affirms that the State shall have no obligation for Services rendered by the Consultant which were not performed within this specified Agreement period.
2. Intentionally Deleted.
3. In Process Work Term Extension. This Agreement shall be automatically extended for a period 180 days beginning at the end of the term for the purpose of completing all Task Order activities associated with any authorized work initiated during the term of this Agreement.

D. STANDARD TERMS AND CONDITIONS:

1. The University is not bound by this Agreement until it is approved by the appropriate University and State officials as indicated on the signature page of this Agreement.
2. This Agreement may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement, upon submission of a thirty (30) day written notice.
3. The University may terminate this Agreement by giving the Consultant at least

thirty (30) days written notice before the effective termination date. The Consultant shall be entitled to receive compensation for the Services in an amount which the State determines to be equitable compensation for any work which has been completed prior to the date of termination.

4. If the Consultant fails to properly perform its obligations under this Agreement or violates any terms of this Agreement, the University shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. The Consultant shall not be relieved of liability to the University for damages sustained by virtue of any breach of this Agreement by the Consultant.
5. The Consultant shall not assign this Agreement or enter into a sub-Agreement for any of the services performed under this Agreement without obtaining the prior written approval of the University. If such sub-Agreements are approved by the University, they shall contain, at a minimum, Paragraphs D.6 and D.8 of this Agreement.
6. The Consultant warrants that no part amounts under this Agreement shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation or gifts in exchange for acting as an officer, agent, employee, sub-contractor, or consultant to the Consultant in connection with any work contemplated or performed relative to this Agreement.
7. The Consultant shall maintain documentation for all charges against the University under this Agreement. The books, records, and documents of the Consultant, insofar as they relate this Agreement, shall be maintained for a period of five (5) years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State agency or the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
8. No person on the grounds of handicap, race, color, religion, sex, or national origin will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of the Consultant. The Consultant shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices on non-discrimination.
9. Prohibition of Illegal Immigrants
 - a. The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal immigrants in the performance of any Agreement to supply goods or services to the State of Tennessee, shall be a material provision of this Agreement, a breach of which shall be grounds for monetary and other penalties, including termination of this Agreement.

- b. The Consultant hereby attests, certifies, warrants, and assures that the Consultant shall not knowingly utilize the services of an illegal immigrant in the performance of this Agreement and shall not knowingly utilize the services of any sub-contractor or consultant who will utilize the services of any illegal immigrant in the performance of this Agreement. The Consultant shall affirm this attestation, in writing, by his signature on this Agreement.
 - c. The Consultant understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law provides for the prohibition of a Consultant from any sub-Agreement with, or submitting an offer, proposal, or bid to Agreement with the State of Tennessee to supply goods or services for a period of one year after a Consultant is discovered to have knowingly used the services of illegal immigrants during the performance of this Agreement.
 - d. For purposes of this Agreement, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Agreement.
10. Pursuant to Tenn. Code Ann. § 12-4-119, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract, engage in a boycott of Israel, as defined by Tenn. Code Ann. § 12-4-119(a)(1).
 11. Iran Divestment Act. The Consultant certifies, under penalty of perjury, that to the best of its knowledge and belief the Consultant is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. The Consultant further certifies that it shall not utilize any subconsultant that is on the list created pursuant to Tenn. Code Ann. § 12-12-106
 12. The Consultant shall maintain insurance coverage with the limits set forth below. Consultant's certificates of insurance, in a form acceptable to the University, shall be provided to the University before the date of this Agreement and thereafter upon written request. The certificate of insurance required by this paragraph shall contain a provision requiring notice of cancellation to the University.

Commercial General Liability		
	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Commercial Automobile Liability		
	Any Auto – Each Accident, Combined Single Limit	\$1,000,000
Workers' Compensation as required by statute, including employer's liability with limits of:		
	Each Accident	\$ 100,000
	Disease, each employee	\$ 100,000
	Disease, policy limits	\$ 500,000

Professional Liability Insurance

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

13. The University agrees to pay all taxes incurred in performance of this Agreement.
 14. The State shall have no liability except as specifically provided in this Agreement.
 15. The Consultant shall comply with all applicable Federal and State laws and regulations in the performance of this Agreement.
 16. This Agreement shall be governed by laws of the State of Tennessee.
- This Agreement is entered into on this the _____ day of _____ 2026.

CONSULTANT:

Signature

Name

Date

Title

THE UNIVERSITY OF TENNESSEE:

Austin Oakes
Associate Vice President, Office of Capital Projects

Date

Approved as to Form and Legality:

C. Ryan Stinnett
General Counsel

Date

1.7 EVALUATION GUIDE

A. Scoring

The evaluation process is designed to award the Proposer with the highest total score which is derived from the highest total points of the Qualification Statement provided in Section 2.2, Qualification Statement.

B. Process

1. After the proposal deadline provided in RFQ Section 2.1, Schedule of Events, the University will open and review each Qualification Statement for a "Pass" or "Fail" evaluation based on compliance with each of the Mandatory Requirements of Section 2.2, Qualification Statement, and the following proposal format and content requirements.
 - a. Received on or before the proposal deadline.
 - b. Digital file and packaging as required.
 - c. Formatted as required and does not exceed size or page number limits.
 - d. Contains no bid amount information.
 - e. Proposer did not submit alternate proposals.
 - f. Proposer did not submit multiple proposals in a different form.
 - g. Does not contain restrictions of the rights of the University or other qualification of the proposal.
2. If the University determines that a proposal may have failed to meet one or more of the "Pass or Fail" criteria or the proposal format and content requirements, the Evaluation Team, described below, will review that proposal and make its own determination, documented in writing, of whether (1) the proposal meets requirements for further evaluation or (2) the University will request clarifications or corrections to enable further evaluation or (3) the University will determine the proposal non-responsive to the RFQ and reject it.
3. An Evaluation Team made up of three (3) or more employees of the University will evaluate responsive proposals. The Evaluation Team may utilize technical advisers.
4. The University may contact references provided by the proposer and other sources available for reference information.
5. Each Evaluation Team member will independently evaluate proposals and assign points using Section B, Qualifications and Experience, and Section C, Technical Approach, in RFQ Section 2.2, Qualifications Statement.
6. The median scores for Section B and C are added to develop each Proposers Evaluation Amount.
7. Proposers with a Proposer Evaluation Amount less than 59 are disqualified and will not be eligible to participate in the Oral Presentation.
8. Proposers with a Proposer Evaluation Amount of 60 or more qualify to provide Oral Presentations, as indicated in Section D, Oral Presentation as indicated in RFQ Section 2.2.
9. The University reserves the right, at its sole discretion, to request proposer clarification of a Technical Proposal or to conduct clarification discussions

with proposers. Such discussions shall be limited to specific sections of the proposal identified by the University. The subject proposer shall put the resulting clarification in writing as may be required by the University.

10. The University reserves the right to receive an oral presentation from a proposer. Oral presentation topics and the number of firms presenting are at the sole discretion of the University.
11. Using the scores from the Evaluation Team, the University will develop a total Qualification Statement Scores. For each proposer the median score of all evaluators' scores is determined for all Qualification Statement Sections B, C, and D. The two median scores for each proposer are added to determine the proposer's total Qualification Statement Score.
12. After Qualification Statement Proposal evaluations are completed, the University will advise proposers of evaluation results.
13. The evaluation team of the University will then negotiate a contract with the best qualified Proposer for services at compensation which the evaluation team and University determine to be fair and reasonable.
14. Should the evaluation team and University be unable to negotiate a satisfactory contract with the firm considered to best qualified, at a price determined to be fair and reasonable, negotiations will continue with other qualified firms until an agreement is reached.

2.0 PROJECT SPECIFIC DOCUMENTS

2.1 SCHEDULE OF EVENTS

The following table provides the University's proposed Schedule of Events. The University reserves the right, at its sole discretion, to change this schedule. The University will communicate a change to the Schedule of Events to entities from whom the University has received a Notice of Intent to Propose.

EVENT	DATE	TIME* at LOCATION
1. University Issues RFQ	12/3/2025	
2. Notice of Intent to Propose Deadline Proposers who provide a notice of intention to submit will receive instructions on uploading submissions to the assigned portal.	12/10/2025	Received by 5:00 pm
3. Comments Deadline	12/12/2025	Received by 5:00 pm
4. University Responds to Comments	12/19/2025	Posted by 5:00 pm
5. Deadline to Contact RFQ Coordinator for Instructions on uploading proposal	1/5/2026	Received by
6. Qualification Statement Deadline Qualification Statements must be submitted to the University no later than the date and time shown, at the location below.	1/12/2026	Received by 12:00 pm
7. Target Date for Notification of Proposers for Oral Presentations	1/15/2026	
8. Target Date for Oral Presentations	1/26/2026 – 1/28/2026	
9. University Advises Proposers of Evaluation Results	2/2/2026	
10. Cost Proposal Due	2/9/2026	
11. Anticipated Notice To Proceed Date	2/16/2026	

*All times noted above are Eastern Time.

2.2 QUALIFICATIONS STATEMENT

PROPOSER NAME: <<Name>>	
QUALIFICATIONS STATEMENT SECTION A: MANDATORY REQUIREMENTS University Evaluation for Each Requirement: Pass or Fail	Submission Page Number (By Proposer)
A.1 Provide a completed Certification Statement, in the format provided herein.	
A.2 Describe Proposer's form of business (e.g., corporation, partnership, limited liability company) and the U.S. state in which it is established.	
A.3 Provide a statement of whether there have been mergers, acquisitions, or sales of Proposer within the last five years, and if so, an explanation providing relevant details.	
A.4 Provide a statement that discloses pending litigation against Proposer. The University reserves the right to request an opinion of Proposer's counsel as to whether pending litigation will impair performance in a contract under this RFQ.	
A.5 Provide a statement declaring whether, in the last ten years, the Proposer has filed, or had filed against it, bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.	
A.6 Identify Proposer's primary contact person for the University including mailing address, telephone number, and email address.	
A.7 Provide a statement declaring Proposer does not have a prohibition for proposing as stated in RFQ Section 1.4.D.9 and an explanation of potential conflict.	

PROPOSER NAME: <<Name>>	
QUALIFICATION STATEMENT SECTION B: QUALIFICATIONS AND EXPERIENCE	Submission Page Number (By Proposer)
<p>B.1 Provide a brief statement indicating Proposer's credentials to deliver the services required by this RFQ. Include lease brokerage experience highlighting experience with research, analysis, evaluation, advisement, and recommendations regarding strategic planning, market and outreach, market analysis, and lease negotiations in the Washington, DC area for office properties similar to the scope of this RFQ.</p> <p>Name the office location(s) providing services and number of employees in each</p> <p>5 points</p>	
<p>B.2 Provide a listing of recently completed negotiations that your firm has been engaged in which are similar in concept or have aspects related to the scope of services for this scope of work. Include description, photographs, location, and client name or type, i.e., governmental entity, private entity, higher education institution, etc.</p> <p>Identify the firm's role (e.g., prime consultant, subconsultant) for the work. Provide three client references including the person's name and title, organization, address, phone number, email address, and project(s) completed under this person's direction.</p> <p>10 points</p>	
<p>B.3 Provide the following work examples:</p> <ol style="list-style-type: none"> 1. The University will utilize such information only for purposes of evaluation and will not reproduce or redistribute such in any manner. If proprietary agreements limit submission of a work example, then the Respondent shall provide <ol style="list-style-type: none"> a. The portions that are "public domain" or are not so limited and/or b. Supplementary written description of the work example so as to provide a proxy for the portions of the work example that are relevant to the University's project." <p>10 points</p>	

<p>B.4 Provide brief (one page or less) resumes of each key staff and Subconsultant staff who will be assigned to this contract. Include background information demonstrating the individual's capabilities and qualifications to perform assigned tasks. Identify related experience, professional registration, and years of experience.</p> <p>15 points</p>	
<p>B.5 Provide a table identifying the personnel named in B.4 assigned to projects named in B.2 and their job titles for those projects.</p> <p>10 points</p>	
<p>Section B: 50 points</p>	

PROPOSER NAME: <<Name>>	
QUALIFICATION STATEMENT SECTION C: TECHNICAL APPROACH	Submission Page Number (By Proposer)
C.1 Provide a narrative outlining the methodology, approach, and philosophy as a tenant's rep used in evaluating and analyzing lease opportunities for higher education entities in the Washington, DC area. 20 points	
C.2 Support the response to C.1 above by providing the following: <ol style="list-style-type: none"> 1. A sample list of tasks, deliverables, and milestone activities demonstrating the firm's approach to this contract and how your firm would communicate status and progress throughout the initiatives. 2. An organizational description or chart illustrating roles and reporting relationships of project staff including any Subcontractor staff. 15 points	
Section C: 35 points	

PROPOSER NAME: <<Name>>	
QUALIFICATION STATEMENT SECTION D: Oral Presentation	
D.1 Oral Presentation <ol style="list-style-type: none"> 1. A Respondent may be asked to give an oral presentation or live technical demonstration (via acceptable electronic communication method) to the evaluation committee concerning its submission. The evaluation committee may also require the Respondent to submit written responses to questions regarding its submission. 2. It is within the evaluation committee's discretion whether to require a Respondent to give an oral presentation or live technical demonstration. This action should not be taken to imply acceptance or rejection of a submission. 15 points	
Section D: 15 points	

Maximum Technical Approach Score: 100 points.

END OF QUALIFICATIONS STATEMENT

2.3 PROJECT NARRATIVE AND DOCUMENTATION

I. UNIVERSITY OF TENNESSEE BACKGROUND INFORMATION

Founded in 1794, UT is big on tradition, and we are proud of our humble beginnings as the first public university chartered west of the Appalachian Divide. Today, the University of Tennessee System includes five campuses in Knoxville, Chattanooga, Martin, Memphis and Pulaski, as well as three institutes, the UT Institute of Agriculture, the UT Institute for Public Service, and the UT Space Institute. The University's mission is to serve all Tennesseans and beyond through education, discovery and outreach that enables strong economic, social and environmental well-being.

We embody excellence in teaching, research, scholarship, creative activity, outreach, and engagement. We are improving undergraduate and graduate education, research, support for faculty and staff, our campus infrastructure, and our resources.

UT Knoxville is:

- Tennessee's flagship university and premier public research institution
- Part of the UT System, along with UT Chattanooga, UT Martin, UT Southern, and the UT Health Science Center
- Classified as producing very high research activity by the Carnegie Classification of Institutions of Higher Education (Doctoral Universities R1 category)
- Co-manager of Oak Ridge National Laboratory with Battelle Memorial Institute as UT-Battelle
- A Carnegie Community Engaged university
- Governed by a board of trustees with 12 members

Our campus has adopted a primary mission, a three-part vision, and a set of values that defines our Volunteer Spirit.

All five UT System campuses posted enrollment increases this fall, driving the UT System to record growth for the sixth consecutive year. Overall enrollment climbed to 64,866 students, a 4.4% increase from last year and a 20.2% gain over the past five years, keeping the UT System on track to surpass its 2030 goal of 71,000 students.

The flagship Knoxville campus is comprised of 920 acres and 257 buildings. In Fall 2025, total enrollment was 40,421 with more than 31,000 undergraduate students and more than 9,000 graduate and professional students. There are 1,834 full-time instructional faculty. Eleven academic colleges offer 900+ programs of study, 360+ undergraduate programs, 547 graduate programs and 500+ study abroad programs.

Our Mission

Serving all Tennesseans and beyond through education, discovery and outreach that enables strong economic, social and environmental well-being.

II. SCOPE OF SERVICES

A. The Project

The University of Tennessee (UT) System's success in securing federal research funding, influencing higher education policy, and strengthening its reputation can only increase with a visible, professional, and strategically located presence in Washington,

D.C. The Division of Government Relations, Advocacy, and Economic Development (GRAED) plays a critical role in advancing institutional priorities at the national level, engaging directly with federal policymakers, agencies, and partner organizations to advocate for UT's collective research priorities and academic mission.

In just two years, the new GRAED federal relations team has transformed UT's engagement, federal priority funding, and reputation at the federal level. Delivering the first earmark funding in over a decade, producing a 74% growth in direct federal appropriations in the first year, more than tripling engagement of UT leadership and faculty with federal officials, and diversifying top federal funding priorities across all five campuses, the GRAED team is UT's voice in the nation's capital, advocating for the university's long-term success.

Given the growing scope and reputation of UT in Washington, DC, establishment of an embassy in our nation's capital will allow UT to host high-level meetings, accommodate visiting faculty and leadership, host student and educational groups, and organize events that showcase UT's contributions to national priorities. To remain competitive and visible in Washington, DC, UT requires a modern, strategically located office that reflects the caliber and impact of its work.

The required scope of consultant services includes, but is not limited to, the following:

1. Development of a Strategic Plan for the University's Space Needs – the Consultant will assist the University in developing a comprehensive plan for identifying and leasing suitable space in the Washington, DC area based on University and State of Tennessee policies, procedures and guidelines.
2. Marketing and Outreach – the Consultant will provide marketing and outreach to potential landlords and property owners to identify space suitable for University use. The Consultant will identify both financial and operational risks of the various lease proposals for immediate and long-term consideration. The Consultant will assist with negotiation strategy and tactics for the University team.
3. Market Analysis– the Consultant will prepare a market analysis report documenting key findings from the proposal analysis and presentations with recommendations on specific properties to move forward with best and final offers and negotiations for agreement. The report is to identify the critical considerations of the financial structure and finding, the risk scenarios for consideration, operational governance models, and the proposed negotiation strategy that may be applied to the contemplated agreement. The Consultant will work closely with the University team providing guidance in executing the agreed upon negotiation strategy with the selected landlord/property owner through completion.
4. Execute Final Negotiations - Assuming a recommendation to move forward in the prior step, the Consultant working with the University team in final negotiations will assist in finalizing the lease arrangement, any associated operating agreements and the Guaranteed Maximum Price (GMP) for University approval. The Consultant will provide an analysis of the financial terms and risks of the agreements along with details of any variances between the planned outcome of the recommendation for award and the final

outcome negotiated in the final agreements.

B. Space Requirements

The proposed UT office space will create a platform for influence and engagement, providing:

- Six (6) Offices – Two (2) dedicated to existing federal relations staff who reside in Washington, D.C., with at least four (4) additional flexible offices dedicated to federal relations team growth and ‘hoteling’ space for visiting UT leadership, faculty/Principal Investigators, and special delegations.
- Front Office/Welcome Zone– Ensuring every visitor’s first impression reflects UT’s mission and stature.
- Closed Kitchen Space with Dishwasher – Enabling high-quality hospitality for guests and event catering.
- Three Conference Rooms –
 - Approximately 20-person formal meeting space
 - Small conference space to accommodate 6–12 persons
 - Flexible event/meeting room for 50+ attendees to host forums, briefings, receptions, and ability to serve as classroom space for visiting UT groups across the UT System.
- Storage/Utility Space – For secure management of equipment and materials.
- Premium Building Amenities – Ideally, any space would include access to premium building amenities available to all tenants, including rooftop and/or lobby hosting spaces for large-scale, high-visibility events.
- Close proximity to House and Senate Office Buildings – Ensuring UT leaders can easily reach lawmaker’s offices, where much of our advocacy takes place, while also putting the UT Embassy within easy reach for lawmakers and staff to effortlessly attend events.

C. Experience Requirements

Experience requested in a brokerage firm that will help to identify the future home of the UT Embassy:

- Higher education experience:
 - A proven track record of working with institutions of higher education, particularly public institutions, to develop a Washington, DC presence through leasing of space;
 - Familiarity with the D.C. inventory suited for higher education tenants;
 - Understanding of unique needs for universities, such as flexible offices for visiting leadership, branded reception space, large convening areas for events and/or classroom space, in addition to day-to-day office space.
- Washington, D.C. market expertise: deep knowledge of the D.C. commercial real estate landscape, especially near Capitol Hill (specifically near House and Senate office buildings).

D. Future Advisory Services

The successful firm may also provide other related real estate advisory services on an as-needed basis. The following is a list of the general tasks that may be requested to performed by the selected firm(s) in the future as part of this solicitation. Note that these specifications are not comprehensive but serve to provide basic requirements. The University’s expectation is that the expertise and

experience of the firm(s) selected will also help define the tasks and delivered products. The selected firm(s) will be responsible for one or more of the following services as appropriate for each future advisory projects including:

1. Perform market research and/or verification for various uses to determine current lease rates and/or land values, vacancy rates, industry trends and typical lease terms. Formulate financing plans, including presentations of alternative financial programs and strategies, taking into consideration various debt structures, project scope and phasing, and climate of capital markets;
2. Conduct or support valuations, long-term leasehold valuations, or other valuation methods, as required;
3. Assist the University in analyzing the feasibility of various properties; Review project's appraisal, market study, and borrower/principal financial statements. Prepare financial models, financial analyses, and any other pertinent information as deemed necessary;
4. Research, prepare and present reports relating to the fiscal impact of proposed lease and/or purchase options;
5. Advise the University in negotiating and responding to business and design aspects of proposed projects;
6. Assist the University in determining business terms (e.g., minimum rent, percentage rent, lease terms, etc.), evaluation criteria, and other requirements of similar projects;
7. Assist the University in negotiations with the selected landlord/property owner and broker the terms and conditions under which client would lease, or otherwise dispose of properties.;
8. Under direction of the University and as needed, work with regulatory agencies as needed to ensure that projects are carried out in a timely and efficient manner, and in compliance with any applicable laws;
9. Provide detailed reports following the closing of any financing transaction. Reports should include an opinion on the fairness of any negotiated pricing, as well as a summary of the critical elements and results of the transaction;
10. Provide expert advice and recommendations throughout the period of engagement. The consultant (s) will be contractually obligated to the University. The consultant will perform "third party" services to the University, so no conflict of interest shall exist between the - consultant and other members of the Project Team.

III. TARGET SCHEDULE

The scope of services is targeted for completion within six (6) months of contract execution (including approvals in II.G.6 above).

END OF SCOPE OF CONSULTANT SERVICES