The University of Tennessee

REQUEST FOR PROPOSALS:

for the

UTS Residential Space

Transaction No. 2026-10-001

The University of Tennessee Southern
Pulaski, Giles County

October 29, 2026

RFP COORDINATOR:

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CONTENTS:

1.0 INTRODUCTION

1.1 STATEMENT OF PROCUREMENT PURPOSE
1.2 UNIVERSITY OF TENNESSEE SYSTEM
1.3 UNIVERSITY OF TENNESSEE SOUTHERN

2.0 RFP COMMUNICATIONS AND PROCESS

2.1 OVERVIEW
2.2 PROPOSER REQUIRED REVIEW OF WAIVER OF OBJECTIONS
2.3 NOTICE OF INTENT TO PROPOSE
2.4 PRE-PROPOSAL CONFERENCE – N/A
2.5 RFP ADDENDA AND CANCELLATION
2.6 PROPOSAL DEADLINE
2.7 PROPOSAL SUBMITTAL

3.0 PROPOSAL REQUIREMENTS

3.1 PROPOSAL CONTENTS
3.2 CLARIFICATIONS
3.3 PROPOSAL REQUIREMENTS
3.4 PROPOSAL PROHIBITIONS AND RIGHT OF REJECTION
3.5 PROPOSAL ERRORS & REVISIONS
3.6 PROPOSAL WITHDRAWAL
3.7 PROPOSAL PREPARATION
3.8 DISCLOSURE OF PROPOSAL
3.9 SEVERABILITY
3.10 PROPOSAL KEY TERMS AND CONDITIONS – N/A

4.0 EVALUATION GUIDE

4.1 OVERALL EVALUATION GOAL
4.2 EVALUTION TEAM
4.3 EVALUATION PROCESS
4.4 FINALIST NEGOTIATION – N/A
4.5 LEASE AWARD PROCESS
4.6 RFP FILES OPEN
4.7 PROTEST PROCESS
4.8 RFP PROJECT APPROVAL AND PAYMENTS

5.0 PROJECT NARRATIVE AND DOCUMENTATION

5.1 UTS RESIDENTIAL SPACE SCOPE
5.2 LEASE TERMS AND CONDITIONS
5.3 UTS RESIDENTIAL SPACE

6.0 SCHEDULE OF EVENTS

6.1 RFP SCHEDULE OF EVENTS

EXHIBITS

EXHIBIT 1 PROPOSAL SUBMISSION PACKAGE
EXHIBIT 2 BASE COST PROPOSAL SUBMISSION PACKAGE
EXHIBIT 3 ALTERNATE COST PROPOSAL SUBMISSION PACKAGE
EXHIBIT 4 LANDLORD'S DELIVERY REQUIREMENTS
EXHIBIT 5 STANDARD FORM OF LEASE

1. INTRODUCTION

1.1. Statement of Procurement Purpose

The State of Tennessee, University of Tennessee, hereinafter referred to as the "State", "University" or "Tenant," has issued this Request for Proposals ("RFP") to define the University's leasing requirements; solicit proposals; detail proposal requirements; and outline the University's process for evaluating proposals and selecting residential space to be leased in the location specified in this RFP.

Through this RFP, the University seeks to procure the leased residential space that best fits the University's needs at the most favorable, competitive rental rates and to give ALL qualified proposers (each individually, a "Proposer" and collectively, the "Proposers") including those that are (or are owned by) minorities, women, Tennessee service-disabled veterans, and small business enterprises, opportunity to do business with the University as lessor.

The University of Tennessee Southern (UTS) desires to lease between 48 – 102 beds of student residential space with no less than 48 beds being in a single location within a 2-mile radius around the campus (433 W. Madison St. Pulaski, TN 38478). UTS students must be housed together in a designated section of the complex separate from non-student tenants. Detailed information and requirements as provided in RFP Section 5 Project Narrative and Documentation.

1.2. University of Tennessee System

The University of Tennessee System is comprised of campuses at Knoxville, Chattanooga, Pulaski, Martin, and the Health Science Center at Memphis. Overseen by a 12-member Board of Trustees, the University System's Strategic Plan looks to build on current successes and ensure continuous improvement in service to the citizens of Tennessee. More about the University System and its strategic plan can be found at this link: https://plan.tennessee.edu/

The University System's Department of Capital Projects supports each campus with the administration of their capital improvement programs and coordinates campus real estate transactions through its Office of Real Property and Space Administration.

1.3. University of Tennessee Southern

UT Southern isn't small — it's personalized and purposeful. As the only public four-year university between Chattanooga and Memphis, UT Southern anchors the Nashville-to-Huntsville corridor and serves communities along Tennessee's southern border. Here, students are known and supported in a close-knit Firehawk community that is growing — reaching new heights in visibility and impact with programs built for first-generation students and others seeking opportunity. Deeply rooted in Pulaski and focused on progress, UT Southern prepares graduates who elevate their communities and shape real futures.

UTS currently enrolls approximately 1,100 w which includes 30 undergraduate programs, and 2 graduate programs.

END

2.0 RFP COMMUNICATIONS

2.1 Overview

i. The Transaction Number for the Project shown on the Cover must be referenced in all communications regarding the RFP.

ii. Potential Proposers must direct all communications relating to this RFP to the RFP Coordinator listed on the RFP Cover during the proposal process:

iii. Potential Proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participation in the RFP process. Accommodations will be made by the RFP Coordinator to those who request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 6, Schedule of Events.

i. The coordinator will also 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 associated federal regulations.

ii. Only the University's official, written responses and communications will be binding with regard to this RFP. All oral communications of any type will be unofficial and non-binding.

iii. Proposers must ensure that the University receives all written comments, including questions and requests for clarification, no later than the Written Questions and Comments Deadline detailed in the RFP Section 6, Schedule of Events.

iv. Proposers must assume the risk of the method of dispatching any communication or proposal to the University. The University assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the University by a specified deadline date will not substitute for the University's actual receipt of a communication or proposal.

v. The University will convey all official responses and communications related to this RFP to the potential Proposers from whom the University has received a Notice of Intent to Propose (RFP Section 2.3).

vi. The University reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by electronic mail, Internet posting, or any other electronic means deemed reasonable by the University.

vii. The University reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The University's official written responses will

constitute an addendum to this RFP.

viii. Any data or factual information provided by the University (in this RFP, an RFP addendum or any other communication relating to this RFP) is for informational purposes only. The University will make reasonable efforts to ensure the accuracy of such data or information; however, it is within the discretion of Proposers to independently verify any information before relying thereon.

2.2 Proposer Required Waiver of Objections

i. Each Proposer must carefully review this RFP, including any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively, "Questions and Comments").

ii. Any Proposer having Questions and Comments concerning this RFP must provide such in writing to the University no later than the Written Questions and Comments Deadline detailed in the RFP Section 6, Schedule of Events.

iii. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the University, in writing, by the Written Questions and Comments Deadline.

2.3 Notice of Intent to Propose

i. Before the Notice of Intent to Propose Deadline detailed in the RFP Section 6, Schedule of Events, potential Proposers are required to submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:
    a. the business or individual's name (as appropriate)
    b. a contact person's name and title
    c. the contact person's mailing address, telephone number, and e-mail address.

A Notice of Intent to Propose creates no obligation to make a proposal relating to this RFP.

2.4 Pre-Proposal Conference – N/A

2.5 RFP Addenda and Cancellation

i. The University reserves the right to amend this RFP at any time prior to the award, provided that it is amended in writing. However, prior to any such amendment, the University will consider whether it would negatively impact the ability of potential Proposers to meet the proposal deadline and will revise the RFP Section 6, Schedule of Events if deemed appropriate.
ii. If an RFP amendment is issued, the University will convey it to potential Proposers who submitted a Notice of Intent to Propose (RFP Section 2.3).
iii. A Proposer must respond, as required, to the RFP, including all attachments and amendments.

iv. The Owner reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety.

2.6 Proposal Deadline

A Proposer must ensure that the University receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 6, Schedule of Events. The proposal must respond, as required, to this RFP (including its attachments), as may be amended. The University will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal. Proposals must be delivered electronically in accordance with Section 4.7. It is the Proposer's responsibility to ensure that its proposal is submitted in sufficient time to arrive at The Department of Capital Projects by the submission deadline. The Proposal Deadline is set forth in Section 6, Schedule of Events.

The Proposal Deadline time shall be established by the timepiece of the Owner.

2.7 Proposal Submittal

Qualitative Proposals will be received via Microsoft Teams Upload. Proposals shall be submitted as a single digital file copy in .pdf format. Cost proposals should be separately submitted as cited in 3.0 Proposal Requirements.

Both Qualitative and Cost Proposals should be submitted as instructed by the date and time as outlined in 6.0 Schedule of Events. Submission in any other manner than as instructed will not be accepted.

Potential Proposers that submit a Notice of Intent to Propose will receive instructions on uploading their submission to the assigned portal.

END

3.0 PROPOSAL REQUIREMENTS

3.1 Proposal Contents

i. A proposal must respond to the anticipated scope description and proposal requirements described in this written RFP and RFP attachments, exhibits, or addenda.

ii. Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer.

iii. No portion of a proposal may be delivered orally or by means of electronic transmission other than the Microsoft Teams Upload.

iv. A proposal in response to this RFP shall consist of the following documents as described herein in regard to contents.

a. Proposal Cover Letter (Reference Exhibit 1)
b. Section A Mandatory Requirements (Reference Exhibit 1)
c. Certification Statement (Reference Exhibit 1)
d. Section B Qualitative Proposal (Reference Exhibit 1)
e. Section C Base Cost Proposal (Reference Exhibit 2)
f. Financial Interested Parties (Reference Exhibit 2)
g. Section D Alternate Cost Proposal(s) (Reference Exhibit 3) with red-lined edits of Exhibits 4 and 5.

v. Each Proposer must submit a single digital file copy in a searchable PDF format. The digital file should not exceed 20 MB and should be named using the following format: "<<Proposer Name>> UTS Residence Space Lease <<Transaction Number>>".

Proposers who intend to submit a proposal should contact the RFP Coordinator no later than the time specified in the Schedule of Events to receive instructions on uploading submission to assigned portal.

vi. Each Proposer must submit one original Cost Proposal in a separately sealed package that is clearly marked as follows.

Base Cost Proposal
UTS Residential Space
Transaction No. 2026-10-001
For RFP Coordinator Opening Only

vii. Proposers who wish to also submit additional Cost Proposals should submit them under separately sealed package that is clearly marked as follows.

Alternate Cost Proposal # *(designate number as needed depending on desired submissions)*
UTS Residential Space
Transaction No. 2026-10-001
For RFP Coordinator Opening Only

viii. Cost proposals should be delivered to the following address before the deadline referenced in Section2.1 Schedule of Events.

The University of Tennessee System
Attention: Rebecca Douglas, RFP Coordinator
400 W. Summitt Hill Drive – UT Tower 944D
Knoxville, TN 37902

3.2 Clarifications

The University reserves the right, at its sole discretion, to request clarifying information and/or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the University and shall be in accordance with all policies of the University and/or State of Tennessee.

3.3 Proposal Requirements

i. The Cover Letter, which will be considered an integral part of the proposal, must be signed by an individual who is authorized to bind the Proposer contractually and must certify that all statements in the proposal are true and correct. The letter must indicate the title or position that the individual holds in the firm.

ii. The Cover Letter and Mandatory Requirements must also be completed. Proposal responses to this RFP should be clear, concise, and organized; meet the Mandatory Requirements; and be organized in the areas described in Sections A, B, C, and D(optional).

iii. Each Proposer must use RFP Exhibit 1 to guide organization of their Proposal. Each Proposer shall duplicate Exhibit 1 for use as the Table of Contents for the Proposal 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.

iv. The Proposal must be economically prepared, with emphasis on completeness and clarity of content, legibly written, 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" paper with exceptions permitted for foldouts containing non-text information such as charts and spreadsheets.

v. All pages must be numbered excluding covers.

vi. The Qualitative Proposal shall not exceed 25 pages excluding covers. Pages or sheets with print on both sides will be counted as two pages. Hyperlinks and QR Codes should not be included in any proposal. All pertinent information should be clearly and concisely documented within the 25 pages allowed.

vii. All information included in a Proposal shall be relevant to a specific requirement detailed in RFP Section 5 and Exhibit 1. 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.

3.4 Proposal Prohibitions and Right of Rejection

i. Subject to applicable laws and regulations, the University reserves the right to reject, at its sole discretion, any and all proposals.

ii. The University may determine a Proposal to be non-responsive and reject it if:

a. The Proposer fails to organize and properly reference the Qualitative Proposal as required by this RFP and the RFP Exhibit 2. Mandatory Requirements & Evaluation Guide; or
b. The Qualitative Proposal document does not appropriately respond to, address, or meet all the requirements and proposal items detailed in the RFP Exhibit 2, Mandatory Requirements & Evaluation Guide.

iii. Cost Proposals may be submitted in one or both of the following forms:

a. A Base Cost Proposal (Exhibit 2) for the University's desired Terms and Conditions ("Base Cost Proposal"), and; or more
b. An Alternate Cost Proposals with proposed Alternative Terms ("Alternate Cost Proposal") (Exhibit 3) utilizing red-line mark-ups of Exhibits 4 and 5.

iv. If a Proposer fails to submit a Base or Alternate Cost Proposal exactly as required (as detailed in Exhibits 2 and 3), the University may deem the proposal to be non-responsive and reject it.

v. A Proposal must not result from any collusion between Proposers. The University will reject any Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other proposing team. Regardless of the time of detection, the University will consider any such actions to be grounds for proposal rejection or Lease Agreement termination.

vi. A Proposer shall not provide for consideration in this RFP process or subsequent lease negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the University determines that a Proposer has provided such incorrect information, the University may deem the Proposer's proposal non-responsive and reject it or terminate the Lease Agreement.

vii. Each proposal must comply with all of the terms and requirements of this RFP and all applicable State laws and regulations. The Owner 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 RFP.

viii. The Owner 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 Owner in the development, formulation, or drafting of this RFP 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 RFP.

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.

3.5 Proposal Errors & Revisions

Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 6, Schedule of Events unless such is formally requested, in writing, by the University.

3.6 Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 6, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.7 Proposal Preparation

This RFP does not commit the University to award a lease or to pay any costs associated with the preparation, submittal, or presentation of any proposal incurred by any Proposer or Proposers.

3.8 Disclosure of Proposal Contents

i. Each proposal and all materials submitted to the Owner in response to this

RFP shall become the property of the Owner. 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 Technical Proposals are opened by the Owner.

ii. 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).

3.9 Severability

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

i. Statement of Financial Interests

It is a requirement of Tennessee Code Annotated Section 12-2-114 that a statement listing the names of any and all persons financially interested in the project opportunity be contained in the proposal response. This requirement includes the interests of the owner/agent, any lienholders, or any known future purchasers or lienholders. This information is to be provided in the form of Exhibit 1.

ii. University Branding

The University shall have the right to approve materials used by Proposer in the promoting or marketing of the Project that contain a reference to the University of Tennessee System or UT, which approval shall not be unreasonably withheld. Use of University intellectual property is subject to University rules and procedures. Proposer and the University agree to negotiate and resolve in good faith any disputes relating to all such marketing materials.

iii. Confidentiality

The University will not sign non-disclosure or confidentiality agreements related to respondent's response to any bid. Tennessee law limits the University's ability to withhold records from public disclosure. Respondents should assume that all documentation, including pricing, submitted to the University will be subject to public disclosure. The University hereby notifies all respondents that placing confidentiality notices on documents submitted to the University does not make the documents confidential under Tennessee law. The University will not be bound by such notices. Moreover, the University will not agree to provide advanced notice of any public disclosure or agree to assist the respondent to limit disclosure.

iv. Indemnification

Respondent shall hold and save the University, its trustees, officers, agents, and employees harmless from any claims, damages and actions of any nature arising from respondent's bid or arising from the use of any materials, goods or services furnished by the respondent, provided that such liability is not attributable to negligence on the part of the user or failure of the user to use the item in the manner outlined by the respondent in descriptive literature or specification submitted with the respondent's bid. Respondent's indemnification obligation shall include, but not be limited to, any claim of patent, copyright, or other intellectual property infringement asserted against the University based upon respondent's bid or any materials, goods or services furnished by the respondent.

v. University's Liability

The University's liability shall be governed by the Tennessee Claims Commission Act. The University will not enter into any agreement, which contains a clause requiring the University to indemnify, hold harmless, or defend any party. Also, the University will not enter into any agreement which contains a clause limiting its remedies against any party.

vi. Irrevocable Waiver

By responding to the solicitation, respondents hereby irrevocably waive any claims against the University's trustees, officers, employees, and former employees. Respondent also agrees not to sue University employees in their individual capacity. This waiver applies to respondents and their successors, heirs, and assigns. The University and the respondent state that this clause is material to this bid.

vii. Insurance Requirements

- Workers' Compensation (WC): Statutory Limits
  - Employers' Liability Each Accident $100,000
  - Employers' Liability Disease – each employee $100,000
  - Employers' Liability Disease – policy limit $500,000
- Commercial General Liability (CGL):
  - Each Occurrence Limit $ 1,000,000
  - Damage to Rented Premises – Ea. Occ. $300,000
  - Medical Expense – any one person $10,000
  - Personal & Advertising Injury Limit $1,000,000
  - General Aggregate Limit $2,000,000
  - Products/Completed Ops. Aggregate Limit $2,000,000
- Automobile Liability:
  - Combined Single Limit $1,000,000

viii. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a lease pursuant to this RFP or in the employment practices of the University under such lease, on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee

state constitutional, or statutory law. The successful Proposer pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

ix. Multifactor Evaluation Process

Proposers should understand and accept that by responding to this RFP, they are willingly participating in a multifactor evaluation process, and that the proposal determined to best meet the needs of the State may not necessarily be determined on financial criteria alone.

END

4.0 EVALUATION GUIDE

4.1 Overall Evaluation Goal

The proposal evaluation process is designed to award the Project to the Responsive and Responsible Proposer offering the best combination of attributes based upon the evaluation criteria. The term “Responsive” means a person or entity which has submitted a proposal that conforms in all material respects to the RFP. The term “Responsible” means a person or entity that has the capacity in all material respects to perform fully the Lease Agreement requirements and the integrity/reliability to ensure good faith performance.

The evaluation criteria for responses to this RFP, including the qualitative factors for evaluation and their respective weights have been determined in advance. Qualitative factors will be weighted at 70% and cost factors weighted at 30%.

The University will consider each proposed qualitative aspects and the proposed cost in the evaluation of proposals and will award points in each of the categories detailed below to each apparent responsive proposal.

4.2 Evaluation Team

An Evaluation Team who will be made up of three (3) or more State employees who will evaluate each proposal that meets the Mandatory Requirements (See RFP Exhibit 1 Section A). The Evaluation Team may utilize technical advisers to assist in review. All team members will independently evaluate each proposal and rank them in order from best evaluated to lowest evaluated.

4.3 Evaluation Process

i. Section A: Mandatory Requirements

a. After the Proposal Deadline provided in RFP Section 6.0, Schedule of Events, the RFP Coordinator will review Mandatory Requirements for a “Pass” or “Fail” evaluation based on compliance with each of the Mandatory Requirements of Section A – Mandatory Requirements, and the following Proposal format content and requirements.

- Received on or before the Proposal Deadline.
- Formatted as required and does not exceed size or page number limits.
- Submitted Cover Letter and Certification Statement
- Proposer did not submit multiple Qualitative Proposals in a different form.
- Does not contain restrictions of the rights of the University or other qualifications of the proposal.

b. The RFP Coordinator will review each proposal to determine compliance with RFP Exhibit 1 Section A - Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the RFP Coordinator shall seek the

advice of an attorney on the staff of the University of Tennessee who will review the proposal and document his/her determination of whether:

- the proposal adequately meets requirements for further evaluation;
- the University will request clarifications or corrections for consideration prior to further evaluation; or,
- the University will determine the proposal non-responsive to the RFP and reject it.

c. The RFP Coordinator may contact references provided by the Proposer and other sources available for reference information.

d. Using the scores from the Evaluation Team, the Evaluation Team will develop Qualitative scores as described below.

e. After Qualitative Proposal evaluations are completed the RFP Coordinator will open the Cost Proposal scores as described below.

f. If the RFP Coordinator determines that a Cost Proposal is non-responsive and the proposal is rejected; the Owner may make appropriate revisions to the Qualitative Proposal Scores.

g. The RFP Coordinator will develop Cost Proposal Scores as described below.

h. The RFP Coordinator will develop Total Scores as described below.

ii. Section B: Qualitative Proposal

The Proposal Evaluation Team will meet to discuss the results of their independent evaluations. They may visit each proposed location (that the RFP Coordinator has determined appears responsive to the RFP) and will discuss their evaluations on the merits of each proposal based on the criteria listed in Exhibit 1 – Section A and B.

For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Exhibit 1 Section B. This will serve as the basis for the evaluation amount.

If the Proposal Evaluation Team identifies any proposer who appears not to meet the Responsive and Responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential lease award, the RFP Coordinator will fully document the determination in accordance with the Department's legal counsel.

Qualitative Proposers final score for Section B is based upon the following formula.

(QUALITATIVE PROPOSER EVALUATED AMOUNT) / (HIGHEST EVALUATION AMOUNT OF ALL PROPOSERS) X 70

iii. Section C: Base Cost Proposal Score

The RFP Coordinator will open for evaluation the Base and/or Alternate Cost Proposal(s) of each apparently Responsive and Responsible Proposer after completion of the Qualitative Proposal Evaluation. The RFP Coordinator will then evaluate each cost proposal based on the net present value of the total "Average Annual Effective Cost" to the University over the term of the lease.

The Average Annual Effective Cost shall include the following.

- Annual base rent
- Estimates of any deficiency in Landlord's Delivery Requirements as defined in RFP Exhibit 3
- Costs associated with any Landlord services not included in the base rent
- Any parking costs
- Any other cost factors disclosed in the RFP that are determined by the University to be applicable to the requirements.

Upon completion of the analysis, the RFP Coordinator who will in turn calculate the Cost Proposal score in accordance with formula below.

Cost Proposal final score for Section C is based upon the following Formula:

(LOWEST TOTAL COST AMOUNT OF ALL PROPOSERS) / (PROPOSER'S TOTAL COST AMOUNT) X 30

iv. Total Score

The RFP Coordinator will calculate the sum of the Qualitative Proposal Scores and each Base and/or Alternate Cost Proposal Score and record the resulting number as the total score for the subject Proposal.

The RFP Coordinator will calculate the sum of the Qualitative Proposal section scores and each Base Alternate or Negotiated Cost Proposal scores and record the resulting number as the total score for the subject Proposal.

The Proposer's Total Score is developed as shown in the formula below

TOTAL SCORE = (QUALITATIVE PROPOSAL SCORE) + PROPOSER'S COST PROPOSAL SCORE)

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with an apparent best-evaluated proposal or any other Proposer.

4.4 Finalist Negotiation – N/A

4.5 Lease Award Process

After completion of the evaluation process, the RFP Coordinator will issue a

Notice of Intent to Award to all Proposers naming the recommended Proposer and forward all required documentation to the proper officials of the University and/or State for approval. **The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the Proposer with the recommended proposal or any other Proposer**. After the determination of the University that the approved submission by the recommended Proposer is in the best interest of the University, the President of the University shall request approval of the documents by the State Building Commission.

4.6 RFP Files Open

The University will make the RFP files available for public inspection on the date specified in the RFP Section 6, Schedule of Events. The files will remain open for public review from that date.

4.7 Protest Process

Any protests or appeals of protests pursuant to this RFP or the Notice of Intent to Award shall be handled in accordance with the State Building Commission By-laws, Policy and Procedure Item 18.

4.8 RFP Project Approval and Payments

This RFP and its Proposer selection processes do not obligate the University and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. University obligations pursuant to a project award and related agreements shall commence only after the Project Agreements are approved by University and State officials, including the State Building Commission and Tennessee State School Bond Authority, as required by applicable laws and regulations, and signed by the University/State and the Proposer.

No payment will be obligated or made until the relevant lease is approved as required by applicable statutes and rules of the State and University of Tennessee.

The Proposer Identified in the Notice of Intent to Award must sign a lease approved by the University pursuant to this RFP. The lease terms and conditions shall be substantially the same as those in RFP Exhibit 5. Standard Form of Lease including Schedules 1 and 2 except as modified by the University after taking into account the results of the negotiations, if any. The Proposer may sign the lease no later than Lease Signature Deadline detailed in the RFP Section 6, Schedule of Events. If the proposer fails to provide the signed lease by the deadline, the University may determine that the Proposer is non-responsive to this RFP and reject the proposal. Once the evaluation is complete and a Proposer has been selected, the University reserves the right to finalize the terms and conditions of the lease.

END

5.0 PROJECT NARRATIVE AND DOCUMENTATION

5.1 UTS Residential Space

The University of Tennessee Southern (UTS) desires to lease between 48 – 102 beds of student residential space with no less than 48 beds being in a single location within a 2-mile radius around the campus (433 W. Madison St. Pulaski, TN 38478). UTS students must be housed together in a designated section of the complex separate from non-student tenants as further highlighted in Section 5.3.

Initial Term would be for a two (2) year base term with one (1) one (1) year renewal options. The University shall have the right to terminate the lease agreement with 120 days' notice.

The lease is desired to commence on or before August 1, 2027.

5.2 Lease Terms and Conditions

The RFP Exhibit 5. Standard Form of Lease details the University's desired terms and conditions and substantially represents the lease terms that the successful Proposer must agree to.

If alternative lease terms and conditions are proposed, these shall be identified as a red-line document of the RFP Exhibit 5, Standard Form of Lease or in a separate lease document. While the University is willing to consider alternative terms and conditions, the University has no obligation to consider or to agree to any proposed alterations.

See Section 3.1.vii. for instructions on how to submit Proposed Alternative Terms.

Lessor will not knowingly assign any individual to provide services to the University if the individual has a history of criminal conduct. For purposes of this RFP, "criminal conduct" means charges filed by any government agency, excluding non-moving violations and speeding violations or any other non-felonious charge.

Lessor must inform the RFP Coordinator immediately if Lessor has actual knowledge that any of Lessor's employees or sub-contractors are listed in the Tennessee Abuse Registry, and/or the Tennessee Sex Offender Registry.

Lessor must perform comprehensive criminal background checks on any Lessor employee or subcontractors as required by law.

The proposed complex would fall under the Clery Act which requires higher education institutions who receive federal funds to comply with over 115 policies and procedures related to safety and security. See the following links for more information: https://www.uts.edu/finance-and-administration/department-of-public-safety/compliance/clery

The University, its agents and employees may enter the premises at any time in response to an emergency. Duty personnel shall have access to a master key to University assigned lots.

5.3 UTS Residential Space

i. Space Requirement

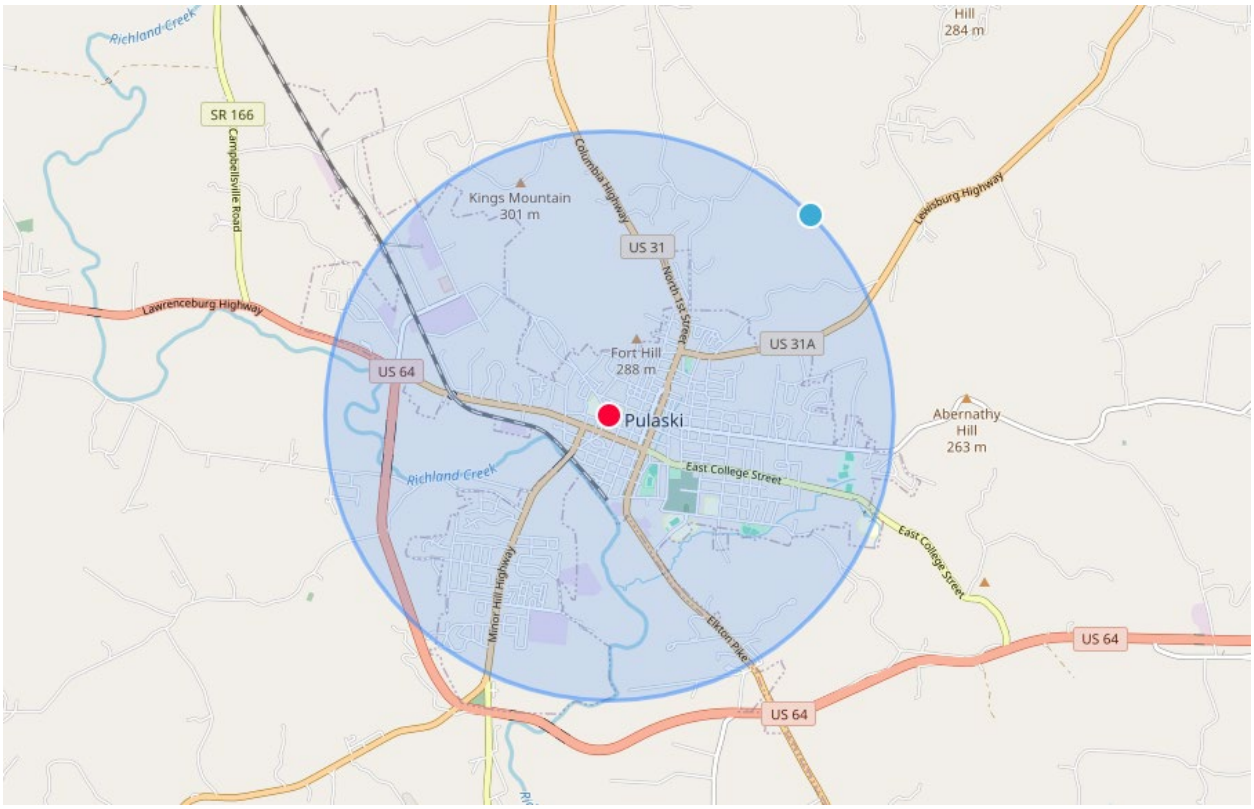
The initial space requirement is for between forty-eight (48) and one hundred and two (102) beds in furnished apartment units. All accommodations must include:

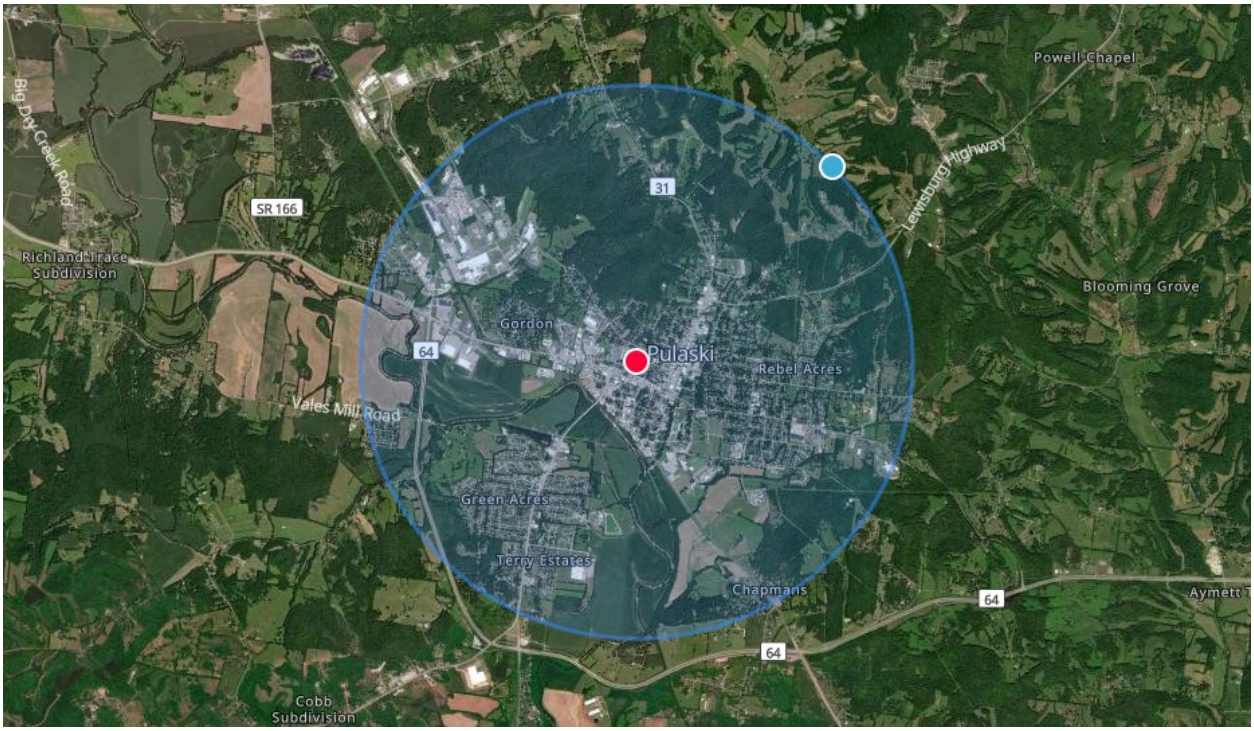
a. 1 bedroom for each person to include: nightstand, dresser, desk & chair, closet space, and full-size bed with mattress
b. Kitchen to include: refrigerator, sink, stove, oven, and dishwasher,
c. Living area to include: couch, coffee table, accent chair, dining furniture with four chairs
d. High-speed wireless internet, fiber internet desired
e. Laundry area inside unit to include: Clothes washing machine and dryer
f. Mail: Daily mail and package pick up
g. All accommodations must be professionally cleaned before each new arrival date. Pre-cleaning of the units must be done in accordance with CDC guidelines. Turnaround of the unit shall be completed within two (2) business days of vacancy during the month of August and within five (5) business days of vacancy for all other times. All accommodations must be open to inspection by UTS staff prior to the arrival date to verify the condition of the units. Any deficiencies shall be documented and remedied by the Lessor at its sole cost and expense before occupancy.
h. All University assigned spaces are required to follow applicable University policies concerning Emotional Support Animals (ESA). No additional cost for approved animals shall be required.

ii. Parking Requirement

Tenant desires to have safe, convenient and accessible, lighted parking. Tenant will require, as a minimum, one (1) space per bedroom. The parking provided shall include handicap parking to meet relevant code requirements.

iii. Maps


Richland Creek
SR 166
Campbellsville Road
Kings Mountain
301 m
Columbia Highway
US 31
North 1st Street
Lewisburg Highway
Lawrenceburg Highway
US 64
Fort Hill
288 m
US 31A
Pulaski
Abernathy
Hill
263 m
Richland Creek
East College Street
East College Street
Minor Hill Highway
Elkton Pike
US 64
US 64


Big Dry Creek Road
SR 166
Richland Trace
Subdivision
31
Powell Chapel
Lewisburg Highway
Blooming Grove
Gordon
64
Pulaski
Rebel Acres
Vales Mill Road
Green Acres
Terry Estates
Chapmans
64
64
Cobb
Subdivision

END

6.0 SCHEDULE OF EVENTS

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

EVENT	**DATE**	***TIME and LOCATION**
1. Owner Issues RFP	October 29, 2026	
2. Disability Accommodation Request Deadline	November 9, 2026	
3. Notice of Intent to Propose Deadline. Respondents who provide a notice of intention to submit will receive instructions on uploading submissions to assigned portal.	November 16, 2026	
4. Optional Pre-Proposal Conference **Conference will be held via Zoom with details below	N/A	
5. Optional Site Tour	N/A	
6. Written "Questions & Comments" Deadline	November 23, 2026	By 5:00 pm ET
7. University Response to "Questions & Comments" Deadline	November 30, 2026	
8. Step 1 Proposal Deadline & University Opening of Proposals Proposals must be submitted to the University no later than the date and time shown, and at the location specified.	December 7, 2026	By 12:00 pm ET
9. University Completion of Proposal Evaluations	December 14, 2026	

10. University Issues the Intent to Award Notice and Procurement File is Opened for Public Inspection (No less than ten days prior to State Building Commission approval.)	December 18, 2026	
11. Proposed State Building Commission Approval	Anticipated February or March 2027	

*All times listed above should be established by the timepiece of the Owner.

END

PROPOSAL SUBMISSION PACKAGE

(Cover Letter)

Residential Space

UT Southern

Located in:

Pulaski, Tennessee

RFP TRANSACTION NUMBER: 2026-10-001

The UNIVERSITY OF TENNESSEE

Any blank spaces may cause Proposal to be unacceptable and rejected.

Proposer Identification: _____

Proposer Name: _____

Address: _____

PROPOSER NAME: <Name>	
SECTION A: **MANDATORY REQUIREMENTS** Owner Evaluation for Each Requirement: Pass or Fail	**Proposal Page Number** (By Proposer**)**
A.1 Provide a completed Certification Statement, in the format provided herein.	
A.2 Identify Proposer's primary contact person including mailing address, telephone number, and e-mail address.	
A.3 Describe Proposer's form of business (e.g., corporation, partnership, limited liability company) and the U.S. state in which it is established.	
A.4 Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the lease has a possible conflict of interest (e.g., employment by the University of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the University, and the University reserves the right to cancel any award.	
A.5 Provide the information on space offered as identified and described as follows: (Address of proposed space should be the 911 Emergency Address.) Name of Building: 911 Street Address City, State, Zip Code	
A.6 Provide apartment numbers and square footage of apartment units including number of bedrooms.	
A.7 Provide a statement that the property is within the required boundaries or provide a map showing the location of the property.	
A.8 Provide photographs including a building elevation, sample interior of the apartment units, amenities, common areas, and parking.	

CERTIFICATION STATEMENT (In response to Section A.1.)

The Proposer hereby acknowledges, attests, certifies, warrants, and assures that:

1. The Proposer will comply with all the provisions and requirements of the RFP
2. The information detailed in the proposal submitted herewith in response to the subject RFP is truthful, accurate, and complete.
3. The Proposer will comply with:
    a. the laws of the State of Tennessee;
    b. Title VI of the federal Civil Rights Act of 1964;
    c. Title IX of the federal Education Amendments Act of 1972;
    d. the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
    e. the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
    f. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury;
    g. the condition that no amount 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, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP; and,
    h. the condition that in compliance with the Iran Divestment Act the Proposer is not on the list created pursuant to Tennessee Code Annotated (TCA) § 12-12-106 and shall not utilize a subcontractor on that list.
    i. in compliance with TCA § 12-4-119, Proposer currently engaged in a boycott of Israel or who intend to engage in a boycott of Israel should not bid.
    j. and attests that they are not a foreign adversary company within the meaning of Pub. Ch. 768 (2026) and that the Respondent is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).
4. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
5. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
6. No amount shall be paid directly to an employee or official of the University of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employe, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting lease.
7. The proposal submitted in response to the RFP shall remain valid for at least 90 days subsequent to the date of the Proposal opening and thereafter in accordance with any lease entered into pursuant to the RFP.
8. The person who signs this certification on behalf of the Proposer is legally empowered to bind the Proposer to the provisions of this RFP and a resulting contract. If the signatory is not the Proposer (if an individual) or the Proposer's company President or Chief Executive Officer, this document must attach evidence showing the individual's authority to bind the proposing entity.
9. The Proposer acknowledges receipt of Addendum:
   Addendum number(s) and date(s): _____

Proposer Legal Entity Name: _____

Signature: _____ DATE: _____

Printed Name and Title: _____

END OF CERTIFICATION STATEMENT

SECTION B: **QUALITATIVE PROPOSAL**	**Proposal Page Number** (By Proposer**)**
B.1 Site and Vicinity The University desired location is described in RFP Section 5. Please identify the distance from 433 W. Madison St, Pulaski, T 38478 • Please describe the uses in the surrounding neighborhood. • Please identify the distance to the nearest grocery store. 20 points	
B.2 Furnishings Please describe the furnishings to be provided as described in RFP Section 5.3. Provide photos and the age and condition of the items that will be provided. 20 points	
B.3 Apartment Unit and Grounds Quality Please include the following to assist Tenant in understanding the quality and appearance of the apartment building(s), apartment/hotel units, and grounds: a. site plan b. exterior photos of the apartment buildings and grounds c. interior photos of the apartment units d. floor plans and square footage of the apartment units e. # of bathrooms per apartment unit f. age and condition of the apartment units g. condition of grounds 15 points	
B.4 Amenities Describe the amenities available to tenants such as: • swimming pool • exercise facility • business center • High speed wireless internet • Is there a central laundry room available or does each unit include a washer and dryer? 15 points	

B.5 Parking Tenant desires to have safe, convenient and accessible parking as described in RFP Section 5.3. Please describe your proposal to meet the University's parking needs, including location and access, whether spaces are reserved/assigned, the number of parking spaces available to all tenants, and the number of spaces assigned to each unit. 15 points	
B.6 Landlord Qualification / Property Management Please describe the landlord's qualifications, including past history of leasing to the University (if any). Please identify the property management company and provide experience of the property management firm. 10 points	
Section B: 100 points	

END

Base Cost Proposal

Residential Space Lease

UT Southern

Located in:

Pulaski, Tennessee

RFP TRANSACTION NUMBER: 2026-10-001

The UNIVERSITY OF TENNESSEE

Any blank spaces may cause Proposal to be unacceptable and rejected.

Proposer Identification: _____

Proposer Name: _____

Address: _____

PROPOSER NAME: <Name>	
SECTION C: Cost Proposal	**Proposal Page Number** (By Proposer**)**
C.1 Initial Term Describe the Lease term that your proposal is based upon (a two (2) year term with one (1) one (1) year renewal options).	
C.2 Provide a completed Financial Interested Parties, in the format provided herein.	
C.3 Provide table listing apartment number and square footage / # of bedrooms for this proposal.	
C.4 Provide Rental Rate The University desires to have a full-service rental rate that includes all utility costs (water, sewer, electricity, gas, internet and cable). Complete the table below to indicate the rental rate the Proposer is willing to offer the University. The University may terminate the Lease with 120 days' notice in addition to for cause as described in Section A 2 of the Lease.	
C.4 Parking Please include a description of the type of parking that is included in your Proposal by providing a table showing the number of spaces and the cost per space if not included in the rental rate. If costs associated with parking provided under this Lease are included in the rental rates set forth in RFP Section 5.3., above then a zero (0) should be placed in the cost per space column; provided, however, that if the cost of parking is not included in the rental rate set forth in RFP Exhibit 2, Section C.4 above, then the proposed cost per space should be included in response table.	

FINANCIAL INTERESTED PARTIES: AS REQUIRED BY T.C.A. SECTION 12-2-114, THE NAMES OF ANY AND ALL PERSONS FINANCIALLY INTERESTED IN THE LEASE ARE AS FOLLOWS:

NAME: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

NAME: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

NAME: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

NAME: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

NAME: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

END

Alternate Cost Proposal

Residential Space Lease

UT Southern

Located in:

Pulaski, Tennessee

RFP TRANSACTION NUMBER: 2026-10-001

The UNIVERSITY OF TENNESSEE

Any blank spaces may cause Proposal to be unacceptable and rejected.

Proposer Identification: _____

Proposer Name: _____

Address: _____

PROPOSER NAME: <Name>	
SECTION D: Alternate Cost Proposal	**Proposal Page Number** (By Proposer**)**
D.1 Initial Term Describe the Lease term that your proposal is based upon (a two (2) year term with one (1) one (1) year renewal options).	
D.2 Provide a completed Financial Interested Parties, in the format provided herein.	
D.3 Provide table listing apartment number and square footage / # of bedrooms for this proposal.	
D.4 Provide Rental Rate The University desires to have a full-service rental rate that includes all utility costs (water, sewer, electricity, gas, internet and cable). Complete the table below to indicate the rental rate the Proposer is willing to offer the University. The University may terminate the Lease with 120 days' notice in addition to for cause as described in Section A 2 of the Lease.	
D.4 Parking Please include a description of the type of parking that is included in your Proposal by providing a table showing the number of spaces and the cost per space if not included in the rental rate. If costs associated with parking provided under this Lease are included in the rental rates set forth in RFP Section 5.3., above then a zero (0) should be placed in the cost per space column; provided, however, that if the cost of parking is not included in the rental rate set forth in RFP Exhibit 2, Section D.4 above, then the proposed cost per space should be included in response table.	

END

EXHIBIT 4 - LANDLORD'S DELIVERY REQUIREMENTS

1. General

   i. This exhibit specifies base building elements that shall be provided by the Landlord at the Landlord's expense.
   ii. The Base Building shall be designed to meet all applicable minimum code requirements for residential apartment building construction, including the requirements of the Americans with Disabilities Act.
   iii. The Premises shall have a current occupancy permit issued by the local jurisdiction at the time of Tenant's occupancy.

2. Site

   The site shall be fully graded, landscaped and maintained in a manner commensurate with market for comparable properties of the same property type and class as the Premises. Landlord shall maintain the site improvements over the term of the Lease.

   Landlord shall provide parking facilities in quantities as required within this RFP and shall meet all code requirements for handicap accessible parking. Such parking facilities shall be provided and kept in good repair, with traffic marking, striping, and appropriate signage provided for way-finding and in such manner as to meet all applicable codes and ordinances.

3. Structure

   i. The building structure shall meet all applicable code requirements.
   ii. The building foundation will satisfy minimum code requirements for allowable total and differential settlement. The building foundation and below-grade spaces shall be protected with a properly installed foundation drainage and waterproofing system.

4. Building Skin and Roof.

   i. The building skin and roof will be complete and weather-tight including all exterior finish materials, cladding, sealants, glass and glazing including vision and spandrel glass, store front glass, exterior doors and hardware, membrane or built-up roofing, ballast, flashing, and other elements required to make the building weather-tight. The building skin and roof shall be sufficiently weather tight to prevent weather damage to Tenant's furniture, fixtures, equipment and other property.
   ii. he exterior building perimeter, roof, and foundation shall be insulated in accordance with energy code requirements.

5. Building Common Areas.

   Exit stairways shall be provided on each floor per code and ADA requirements. Stairways shall be complete with lighting, handrails, treads and risers, doors and hardware, emergency lights, and exit signs.

   Common areas will be finished per code requirements, complete with all floor, wall, and ceiling finishes, lighting, emergency lights, and exit signs.

6. Fire Protection and Life Safety Systems.

   The base building shall include a fully functioning, approved, automatic fire protection system installed in accordance with applicable codes and regulations.

7. Window Treatment

   The base building shall include building standard window treatments on the exterior Tenant windows.

8. Intentionally Deleted.

9. Communications.

   Landlord at Landlord's expense will bring high speed internet, as provided by the local data/cable operating company, to the units.

10. Lighting.

    Landlord shall furnish and install lights in all common areas.

11. Intentionally Deleted.

12. HVAC

    Base building common areas shall include Building Standard heating, ventilation, and air conditioning systems.

13. Intentionally Deleted.

14. Intentionally Deleted.

15. Keys.

    Landlord shall supply Tenant sufficient keys, at a reasonable cost, to allow access to the Premises, parking areas and other common areas of the Property.

Intentionally Deleted.

EXHIBIT 5 STANDARD FORM OF LEASE

(see attached)

The University of Tennessee
Master Lease Agreement

This Master Lease Agreement ("Agreement") is made effective _____, 2027 ("Effective Date") by and between The **University of Tennessee**, an instrumentality of the State of Tennessee ("University"), and _____ a _____ ("Lessor").

Background:

- The University has a need for housing for students at its Southern campus ("UTS").

- Lessor has units available in a residential complex located at _____ commonly known as _____ ("Complex") and has agreed to lease to the University up to _____ beds in up to _____ -bedroom units.

- The nature of the transaction between the University and Lessor is that the University will be responsible for paying rent to Lessor. University's student occupants ("Students") will occupy the space described in Schedule 1, pursuant to standard off-campus housing agreements between the Students and the University.

- Lessor may elect to require the Students to sign agreements that bind the Lessor and Students with respect to the use and occupancy of the University leased units in the Complex. Those agreements will relate to Lessor's rules and regulations and the form of such agreements will be provided to the University in advance for its review and reasonable approval. The University will not be a party to such Lessor-Student agreements, nor will the University be obligated under such agreements.

The parties agree as follows:

A. Term and Termination:
   1. Term: The term of this Agreement shall be for _____ years effective _____ and shall expire on _____. This Agreement also provides for _____ extension option upon 120 days' written notice provided by the University.

   2. Termination:
      i. For Cause: If Lessor materially breaches this Agreement, University may terminate this Agreement immediately.

      ii. By Lessor: Except as permitted under the Uniform Residential Landlord Tenant Act, Lessor may only terminate the occupancy of any particular Student of any specific unit if the student materially violates Lessor's rules and regulations and after providing not less than five (5) days written notice to the University. The University shall have the option to continue its tenancy in the particular unit for the remaining student occupant and/or to assign a new Student to the unit.

      iii. By University: University may terminate any or all units leased under this Agreement by providing at least sixty (60) days' written notice to Lessor. If University exercises this clause, Lessor will not charge the University any rents or fees beyond the termination date specified in the notice.

      iv. Notice Requirement: Either party must provide termination notice to the other in accordance with the Notice section of this Agreement.

      v. Effect: In the event that either party terminates this Agreement for any particular unit, the University's obligation to pay for the unit will end on the termination date specified in the notice.

   3. Scope: See Schedule 1.

B. Financial:
   1. Compensation: See Schedule 1.

   2. Invoices:
      i. Required: Unless the University elects to submit a payment request through the University's accounts payable process in PaymentWorks on Lessor's behalf, Lessor shall invoice the University.

ii. Invoice Contents: Lessor must include the following information on its invoices under this Agreement:
1. Addressed to the University;
2. Invoice number (assigned by Lessor);
3. Invoice date;
4. Transaction date;
5. Lessor name;
6. Lessor contact for invoice questions (name, phone, or email);
7. Lessor remittance address;
8. Description of units, delivered goods and/or services provided and invoiced, including identifying information as applicable;
9. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
10. Amount due for each compensable unit of good or service; and
11. Total amount due for the invoice period.

iii. Late Payment: University's payment will not be considered late unless University pays later than forty-five (45) calendar days after receiving Lessor's invoice.

3. Records; Audit:
i. Records: Lessor shall maintain records for all expenses for which Lessor invoices the University under this Agreement. Lessor shall maintain its records for at least five (5) years from the last rental payment, and shall maintain its records in accordance with generally accepted accounting principles.

ii. Audit: During the term of this Agreement and for five (5) years after the last payment from the University to Lessor under this Agreement, the State of Tennessee Comptroller or the University's internal audit, or both, may audit Lessor's records that relate to this Agreement.

iii. Assistance: Lessor shall provide the University with any documentation, access to information, or other assistance necessary for the University to ensure that Lessor complies with its obligations under this Agreement.

4. PaymentWorks: Lessor must register as a vendor in University's vendor management system, PaymentWorks.

C. Compliance:
1. Conflicts of Interest:
i. Lessor states that no part of the Lessor's compensation will 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, subcontractor, or consultant to the Lessor in connection with any work contemplated or performed under this Agreement.

ii. Lessor states that this Agreement is immediately void if the Lessor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Lessor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

iii. Lessor has provided to University a list of names and addresses of persons, associations, or corporations who hold any financial interest in the Lessor; such list shall be immediately revised in the event of a transfer of such interest.

2. Iran Divestment Act: The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, are a material provision of this Agreement. Lessor hereby certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

3. Non-Boycott of Israel. Pursuant to Tenn. Code Ann. § 12-4-119, Lessor certifies that it is not currently engaged in, and will not for the duration of the Agreement, engage in a boycott of Israel, as defined by Tenn. Code Ann. § 12-4-119(a)(1).

4. Illegal Immigrants: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Lessor hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this Agreement.

5. Tennessee Department of Revenue: In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Lessor hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Agreement.

6. Compliance with Law: Lessor shall comply with all applicable laws, including the Tennessee Uniform Residential Landlord and Tenant Act and the Americans with Disabilities Act.

7. Debarment: Lessor hereby attests that the following are true statements:
   i. Lessor is not currently debarred by the U.S. federal government.
   ii. Lessor is not currently suspended by the U.S. federal government.
   iii. Lessor is not currently named as an "excluded" supplier by the U.S. federal government.

8. Background Checks: This clause applies if Lessor will provide services on the University's accommodations.
   i. General Obligation: Lessor will not knowingly assign any individual to provide services to University if the individual has a history of criminal conduct. For proposes of this Agreement, "criminal conduct" means (a) that the person is listed on any state's sexual offender registry; (b) that person is listed on the Tennessee Abuse Registry, or (c) that the person has been convicted of a felony in any state.

   ii. Prompt Background Checks: Lessor must perform a comprehensive criminal background check on all Lessor employees with access to or potential access to University leased units. Any subcontractor who enters or has potential access into a University leased unit must be accompanied by a background-checked Lessor employee.
9. Premises Rules: When Lessor, Lessor's employees and permitted sub-contractors are physically present in or around University leased units, Lessor shall make reasonable efforts to cause its employees and permitted sub-contractors to:
   i. Avoid alcohol use;
   ii. Avoid illegal drug use;
   iii. Avoid smoking;
   iv. Comply with all access restriction protocols;
   v. Comply with applicable firearms laws;
   vi. Comply with applicable parking regulations.

10. Conduct: Lessor shall make reasonable efforts to ensure that Lessor's employees and sub-contractors will conduct themselves in a professional manner while in or around University leased units, and while interacting with University employees, students, or visitors. Lessor must report, within twenty-four (24) hours, to the UTS Office of Residential Life (Attn: _____, _____, at _____ or _____) any complaints about Lessor's employees or sub-contractors engaging in the following behavior: sexually suggestive or harassing behavior; unwanted physical touching; unwanted photographs; alcohol use; illegal drug use; or physical manifestations of alcohol or drug use (e.g. Lessor's employee emits smells that indicate that the individual consumed alcohol recently).

D. Insurance: Lessor shall comply with Schedule 2: Insurance.

E. General:
   1. Assignment: This Agreement is personal to Lessor. Accordingly, Lessor may not assign any rights or delegate any duties under this Agreement.

   2. Independent Lessor: The parties intend for their relationship to that of independent contractors. Lessor acknowledges that it is not an employee of University.

   3. Governing Law: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this Agreement. The University's liability will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et seq.

4. Self-Insurance: The University is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et seq., which covers certain tort liability for actual damages of up to $300,000 per claimant and $1,000,000 per occurrence.

5. Use of University Intellectual Property: Except as allowed in this section, Lessor shall not use the University's name, marks, logos, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this Agreement, Lessor may list the University's name in Lessor's list of clients.

6. Third-Party Beneficiaries: There are no third-party beneficiaries to this Agreement.

7. Severability: The parties intend as follows:
   i. that if any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;

   ii. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the Agreement will remain in effect as written; and

   iii. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

8. Modification; Waiver: No modification of this Agreement will be effective unless it is in writing and signed by authorized officials of the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this Agreement will be effective unless it is in writing and signed by an authorized official of the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

9. Counterparts: If the parties sign this Agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

10. Damages:
    a. Generally: ***The University is NOT responsible for acts or omissions of its Students.*** The University's sole obligation under this Agreement is to pay the rent amounts listed in Schedule 1. Accordingly, Lessor acknowledges that the individual Students are responsible for any costs associated with damages. Any liability of the University to Lessor and third parties for any claims, damages, losses or costs arising out of or related to acted performed by the University under this Agreement will be governed by the Tennessee Claims Commission Acts, Tenn. Code Ann. §§ 9-8-301, et. seq.

    b. Ordinary Wear and Tear: Students will not be liable for ordinary wear and tear.

11. Rules and Regulations: **The University is NOT responsible for the Students' compliance with Lessor's rules and regulations**. Lessor is responsible for ensuring that students are aware of Lessor's rules and regulations and for enforcement thereof.
12. Maintenance and Repairs: Lessor shall maintain or cause maintenance of the University leased units and the Complex in good working order and in the same condition or better as exists on the date of this Agreement. Lessor will ensure that the Students are aware of how to request maintenance, including repairs.

13. Fire and Other Casualties: In the case of damage by fire or other casualty to the building in which the University leased units are located, if the damage is so extensive as to render the University leased units untenantable, this Agreement will terminate immediately for the affected units, and the rental costs will be apportioned to the time of the fire or casualty. Lessor and Lessor's property management company shall in good faith assist University and the Students displaced from the affected units in securing suitable temporary housing during such displacement.

14. Force Majeure:
    i. If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force

Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section (E)(14)(ii).

ii. For purposes of this Agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

iii. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.

15. Notice:

i. For a notice or other communication under this Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a nationally recognized courier company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;

ii. Subject to sub-section (iv) below, a valid notice or other communication under this Agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:

1. if it is delivered by hand, delivered by a nationally recognized courier company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; or

2. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

iii. For a notice or other communication to a party under this Agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

Lessor: See Schedule 1.

University:

Legal notices only; do **not** send invoices or other correspondence to this address:

The University of Tennessee
505 Summer Place – UTT 990
Knoxville, TN 37902
ATTN: Office of Real Property
Email: realproperty@tennessee.edu
With a copy to: rpope@tennessee.edu

iv. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

F. Entire Agreement: This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties. In the event that Lessor maintains terms and conditions on its website, software, invoices, etc., such terms and conditions do not apply to the University.

Agreed: The parties are signing this Agreement on the effective date listed in the introductory clause of this Agreement.

[Signature Page Follows]

The University of Tennessee	**_____**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form and legality:

_____
Jonathan Skrmetti, Attorney General and Reporter

ACKNOWLEDGEMENTS TO FOLLOW

LESSOR

NOTARY

STATE OF TENNESSEE
COUNTY OF _____

Before me, the undersigned notary of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged herself to be _____ of _____, the within-named bargainor, and that she as such officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by herself as such officer.

WITNESS my hand and seal at office in _____, this _____day of _____, 2027.

_____
Notary Public

My Commission Expires: _____

UNIVERSITY OF TENNESSEE NOTARY

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned Notary Public for Knox County, _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he is the _____ of the University of Tennessee and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the University of Tennessee by himself as such officer.

WITNESS my hand and seal at office in _____ this ___ day of _____, 2027.

_____
Notary Public.

My Commission Expires: _____

Schedule 1: Scope and Financial

Lessor address for notices:

_____
_____
_____
_____

University department name and address for invoices and non-legal notices/correspondence:

University of Tennessee
Office of Real Property & Space Administration
505 Summer Place – UTT 9th Floor
Knoxville, TN 37902
Attn: Director

With a copy to: rpope@tennessee.edu and realproperty@tennessee.edu

1. Scope: To provide housing for UTS students up to _____ units. Apartments are within the _____ Complex at _____. Addresses for each unit are listed below:

Unit	Bed/Bath

2. Inclusions: At no additional cost to University or the student occupants, Lessor shall provide to each unit:
   a. Appliances (Stove, refrigerator, dishwasher, hot water heater)
   b. Utilities (water, sewer, electric and natural gas);
   c. HVAC (heating, ventilation and cooling)
   d. High-speed fiber internet service and wi-fi to each unit;
   e. Trash removal
   f. Pest control (quarterly interior treatments/quarterly exterior treatments with additional treatments as needed via maintenance request)
   g. Parking (1 space per bedroom in front of unit / guest parking in overflow lots)
   h. Landscaping and grounds maintenance (weekly lawn care / seasonal debris removal)
   i. Snow and ice removal (main driveways and overflow lots)
   j. Mail and package services (Daily mail with tenant key access / Monday-Friday package acceptance in office)
   k. Smoke and carbon monoxide detector/alarm in each unit to be provided and maintained by Lessor
   l. Fire extinguisher in each unit to be provided and maintained by Lessor
   m. All units must be professionally cleaned to CDC compliant standards before and after each student occupancy. Required turnaround time for cleaning is two (2) business days in August and five (5) business days at all other times of the year.
   n. Routine Maintenance (max. 24 hour response time 24 hours per day 7 days per week)
   o. Emergency Maintenance (max. 4 hour response time 24 hours per day 7 days per week)

3. Compensation: Lessor's pricing is as follows:

   _____ *units - Student Housing – for a* _____ *year term beginning* _____ - _____ *with* _____ *tenant extension option*
   Housing for up to _____ units @ $_____ per month/per unit x 12 months (maximum **$**_____ **)**.

Upon 90 days' written notice from the University, the number of units may be adjusted for the _____ year and/or _____ year by up to _____ units based on the needs of the University.

4. Other terms:
    a. Lessor must ensure that the accommodations for University Students are located at the same property and are in contiguous buildings, except as may otherwise be agreed to by the University in writing.
    b. Lessor must ensure that all units are single level (no interior stairs).
    c. Lessor must allow University staff to inspect the units three (3) business days before move-in dates.
    d. University will provide a clothes washer and dryer in each unit. University shall be responsible for maintenance thereof during any warranty period that may apply by and through its vendors under the warranty coverage and/or any extended warranty or service coverage that may apply. After such warranty or extended service coverage no longer applies, University may elect to maintain this equipment with University personnel or other University approved vendors, or University may, with its express consent, authorize Lessor, Lessor's property management company, or their respective vendors to service this equipment at University's reasonable expense, which University shall reimburse Lessor for within thirty (30) days of receipt of Lessor's invoice detailing the work, cost, unit, nature of work/repair, etc with appropriate back up documentation. University may repair, replace or remove this equipment in its sole discretion.
    e. University will provide a bed and a mattress for each bedroom in each unit. University may repair or replace such items in its sole discretion. University may remove such items in its sole discretion.
    f. Student occupants shall be responsible for providing and maintaining any other furnishings, appliances, equipment or houseware items that they may need.

5. Pets: Certified service animals shall be permitted in accordance with state and federal law, and emotional support animals (ESAs) shall be conditionally permitted in compliance with UTS's ESA policy.

Schedule 2: Insurance

Lessor shall comply with the following terms regarding insurance:

1. **Additional Insurance Requirements*:*** Lessor's policies shall include, or be endorsed to include, the following provisions:
   a. On insurance policies where The University of Tennessee is named as an additional insured, The University of Tennessee shall be an additional insured to the full limits of liability purchased by the Lessor, even if those limits of liability are in excess of those required by this contract.
   b. The Lessor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

2. **Notice of Cancellation*:*** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to The University of Tennessee, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent directly to:

   The University of Tennessee
   UT Tower, 10th Floor, Office of Risk Management
   400 W Summit Hill Drive
   Knoxville, TN 37902

   If any insurance company refuses to provide the required notices, the Lessor or its insurance broker shall notify The University of Tennessee of any cancellation, suspension or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3. **Acceptability of Insurers*:*** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Tennessee and with an "A.M. Best" rating of not less than A- VII. The University of Tennessee in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessor from potential insurer insolvency.

4. **Verification of Coverage*:*** Lessor shall furnish The University of Tennessee with certificates of insurance (ACORD form or equivalent) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

   All certificates and any required endorsements are to be received and approved by The University of Tennessee before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

5. **Subcontractors:** Lessor's certificate(s) shall include all subcontractors as additional insureds under its policies, or contractor shall furnish to The University of Tennessee separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the University's Office of Risk Management department, whose decision shall be final. Such action will not require a formal amendment of this Agreement, but may be made by administrative action.

7. **Waiver of Subrogation**: Lessor hereby waives any right of subrogation on the part of its insurance provider against the University. Lessor shall ensure that its insurance certificates include the following language:

   The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Automobile Liability policies. A Waiver of Subrogation applies to Workers Compensation and the General and Automobile Liability policies as evidenced on this certificate of insurance. All

insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty (30) day notice of cancellation is required.

8. During the term of this Agreement, Lessor must maintain the following insurance types and limits (or higher limits):

Workers Compensation (WC):	Statutory Limits – required in all contracts
Employers' Liability Each Accident	$ 100,000
Employers' Liability Disease – each employee	$ 100,000
Employers' Liability Disease – policy limit	$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	$ 1,000,000
Damage to Rented Premises – Ea. Occ.	$ 300,000
Medical Expense – any one person	$ 10,000
Personal & Advertising Injury Limit	$ 1,000,000
General Aggregate Limit	$ 2,000,000
Products/Completed Ops. Aggregate Limit	$ 2,000,000
Automobile Liability	
Combined Single Limit – each accident	$ 1,000,000